AGENDA

JOINT REGULAR MEETING
CITY COUNCIL
SUCCESSOR AGENCY
HOUSING AUTHORITY

TUESDAY, DECEMBER 9, 2025 - 6:30 P.M.

STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA

PUBLIC ACCESS IN-PERSON AND VIA TELECONFERENCE
(Electronically / Telephonically)

Attendance by the members of the public may view the meeting live in one of the following ways:

- Attend in person - City Council Chambers: 7800 Katella Avenue, California 90680.
- Via Teleconference (electronically / telephonically) - Zoom:

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

1. Dial the following phone number +1 (669) 444-9171 (US).
2. Dial in the following **Meeting ID: 821 0872 9302** to be connected to the meeting.

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

- https://us02web.zoom.us/j/82108729302?pwd=jrPegYwSDYokHUGVegF5SnDUQmDVFa.1

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

- Attend in person and complete and submit a request to speak card to the City Clerk.
- E-Mail your comments to Pvazquez@StantonCA.gov with the subject line "PUBLIC COMMENT ITEM #" *(insert the item number relevant to your comment).* Comments received no later than 5:30 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 or via e-mail at Pvazquez@StantonCA.gov.

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 or via e-mail at Pvazquez@StantonCA.gov. Notification 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.

*The City Council is required to comply with the **Levine Act (Government Code § 84308)**. The purpose of the Levine Act is to prevent public officials from being influenced by campaign contributions from parties and other financially interested persons appearing before them and to prevent officials from using their position of authority to unduly influence applicants to make contributions to campaigns. The Levine Act only applies to certain matters brought to the City Council, including permits, licenses, some contracts, and other entitlements for use. While these matters are pending and for 12 months after a decision has been made, a Council Member may not accept, solicit, or direct campaign contributions of more than $500 from parties/participants who have a financial interest in the proceedings, or their respective agents. In addition, a Council Member who has received such a contribution may be required to disclose the contribution and recuse themselves from consideration of an agenda item. This summary of the Levine Act does not constitute legal advice. Council members who need to recuse themselves from an agenda item may provide notice at any time during the Council meeting before consideration of the item. Under certain circumstances, contributions may be returned by the public official in order to participate in a decision or otherwise cure a potential violation.*

1. CLOSED SESSION None.

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

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Council / Agency / Authority Member Barrios
Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairman Torres
Mayor / Chairman Shawver

5. SPECIAL PRESENTATIONS AND AWARDS

A. Recognition of Mr. Alejandro Ortiz, Stanton graduate of the Orange County Sanitation District's Wastewater 101 - Citizens Academy, 2025.

B. Presentation by the Orange County Sheriff's Department – Evidence Based Services.

C. Update on City's homeless outreach activities.

6. CONSENT CALENDAR

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

6B. APPROVAL OF WARRANTS

City Council approve demand warrants dated November 15, 2025 – November 28, 2025, in the amount of $993,522.16.

6C. APPROVAL OF MINUTES

City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – November 25, 2025.

6D. CONTINUANCE OF THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY CAUSED BY HOMELESSNESS CRISIS

At its meeting of November 26, 2024, the City Council adopted a resolution proclaiming the existence of a local emergency. Based on the continuing impacts of homelessness on public health and safety within the City of Stanton, the City Council's proclamation of the existence of a local emergency will continue until further notice.

RECOMMENDED ACTION:

1. City Council declare that the proposed actions are not subject to the California Environmental Quality Act ("Public Resources Code section 21000 et seq.) ("CEQA") because they do not qualify as a "project" under CEQA Receive and file; and

2. Receive and file the report.

6E. MEETING DATES FOR THE STANTON CITY COUNCIL, STANTON COMMUNITY SERVICES COMMISSION, STANTON PLANNING COMMISSION, AND STANTON PUBLIC SAFETY COMMITTEE

City Council review the attached 2026 meeting dates for the Stanton City Council, Stanton Community Services Commission, Stanton Planning Commission, and Stanton Public Safety Committee.

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 Stanton City Council, Stanton Community Services Commission, Stanton Planning Commission, and Stanton Public Safety Committee meeting dates for the year 2026.

6F. APPROVE RESOLUTION TO RECEIVE AND FILE FISCAL YEAR 2024/25 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 66000, et. seq.

The Fiscal Year 2024/25 Annual Financial Report of Development Impact Fees ("Fiscal Year 2024/25 Development Impact Fee Report") is hereby provided to City Council in Attachment A to this staff report as required by California Government Code Section 66006, which was enacted by Assembly Bill No. 1600 (AB 1600). All development impact fees that have been collected, including interest earned on the fees, have been spent or have been earmarked for spending as of June 30, 2025. Consequently, there are no funds that are required by California Government Code Section 66006 to be refunded to property owners. Staff recommends the City Council approve Resolution No. 2025-34 to approve the receipt and filing of the Fiscal Year 2024/25 Development Impact Fee Report and certain findings the California Government Code requires the City Council to affirm.

RECOMMENDED ACTION:

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

2. Approve Resolution No. 2025-34 to receive and file the Fiscal Year 2024/25 Development Impact Fee Report and make certain findings pursuant to Government Code Section 66006, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON TO RECEIVE AND FILE THE FISCAL YEAR 2024/25 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66000 et seq.".

6G. LICENSE AGREEMENT WITH ORANGE COUNTY FLOOD CONTROL DISTRICT FOR STANTON STORM CHANNEL BRIDGE AT STANTON PARK

The replacement of the pedestrian bridge at Stanton Park required the City to obtain an encroachment permit from the Orange County Flood Control District, which included a condition that the City enter into this License Agreement. The agreement has a ten-year term, and the City is required to pay the Orange County Flood Control District a one-time fee of $5,500 for the duration of the license.

RECOMMENDED ACTION:

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment; and

2. Approve the Orange County Flood Control District License Agreement to allow the placement of a pedestrian bridge over the Stanton Storm Channel (District Facility No. C02S01) for a ten-year term; and

3. Authorize the City Manager to execute the License Agreement with Orange County Flood Control District.

6H. AWARD A PROFESSIONAL SERVICE AGREEMENT FOR THE VIA IRANA AND VIA KANNELA SEWER REPLACEMENT AND STREET IMPROVEMENT DESIGN PROJECT

The City's annual sewer rehabilitation project, per the Sewer Master Plan, for Fiscal Year 2025/2026 identified rehabilitating approximately 1,509 linear feet of existing 8-inch sewer pipe on Via Irana and Via Kannela and resurfacing the streets as construction for the sewer pipe replacement will severely impact the street conditions. Staff recommends awarding a Professional Services Agreement to RKA Consulting Group for professional design services for the Via Irana and Via Kannela Sewer Replacement and Street Improvement Project.

RECOMMENDED ACTION:

1. City Council declare this project to be exempt under the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(b) as maintenance, repair and minor alteration of existing publicly owned sewer utilities and Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing streets, sidewalks, gutters, and similar facilities; and

2. Award a Professional Services Agreement to RKA Consulting Group for Professional Design Services for the Via Irana and Via Kannela Sewer Replacement and Street Improvement Project in the amount of $105,145; and

3. Authorize the City Manager to bind the City of Stanton and RKA Consulting Group in an Agreement to provide the services; and

4. Authorize the City Manager to approve a contingency, in the amount of $10,515 to RKA Consulting Group.

6I. RESOLUTIONS AMENDING THE POSITION CLASSIFICATION MANUAL AND THE SALARY AND BENEFITS RESOLUTION

The attached Resolutions amend the Position Classification Manual and the Salary and Benefits Resolution by establishing the classification of Senior Accountant, assigning its corresponding salary range, and updating the Accountant job description.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making; and

2. Adopt Resolution No. 2025-37 amending the Position Classification Manual, entitled:

   "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE POSITION CLASSIFICATION MANUAL"; and

3. Adopt Resolution No. 2025-38 amending the Salary and Benefits Resolution, entitled:

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

6J. DECLARATION OF SURPLUS PROPERTY AND AUTHORIZATION TO PURCHASE TWO VEHICLES FOR CITY FLEET

Occasionally equipment purchased by the City has outlived its useful life and needs to be sold or otherwise disposed of. Staff is recommending the surplus of five vehicles in compliance with the City's Purchasing Policy and Procedures IV-4-12. Staff is required to petition the City Manager and City Council to declare the property surplus, obsolete, or unusable. In addition, staff is requesting to purchase two 2025 Toyota Tacoma pickup trucks.

RECOMMENDED ACTION:

1. City Council declare that this action to be categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect changes in the environment; and

2. Declare the equipment listed in Attachment A as surplus; and

3. Direct staff to sell or dispose of said equipment according to Administrative Policy IV-4-12 Purchasing Policy and Procedures; and

4. Authorize the purchase of two 2025 Toyota Tacoma pickup trucks for a not-to-exceed amount of $79,230, including a ten percent contingency; and

5. Authorize the City Manager to execute related purchasing documents; and

6. Appropriate $80,000 from the Fleet Maintenance Fund (#605) for the purchase of two 2025 Toyota Tacoma pickup trucks.

6K. APPROVAL OF FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT WITH YUNEX, LLC FOR THE STREETLIGHT UPGRADES PROJECT (TASK CODE NO. 2026-104)

On August 26, 2025, the City Council approved a contract with Yunex, LLC to upgrade 54 streetlight fixtures with higher-lumen units along Beach Boulevard and other locations using Energy Efficiency and Conservation Block Grant (EECBG) funding. As part of this project, the existing fixtures, many of which were upgraded with the Safe Streets Together campaign, are being salvaged for reuse at other sites. The cost to complete these additional relocations is $8,025. A contract amendment is required to increase the compensation amount from $72,295 to $80,320.

RECOMMENDED ACTION:

1. City Council declare that this project is categorically exempt under the California Environmental Quality Act ("CEQA"), Class 2, Section 15302 as replacement of existing structures and facilities; and

2. Appropriate $8,025 from the Lighting Maintenance 1919 Act Fund (# 224) to increase the Streetlight Upgrades Project (Task Code No. 2026-104) budget; and

3. Approve the First Amendment to the exiting construction contract with Yunex, LLC for the Streetlight Upgrades Project, subject to any necessary revisions by the City Attorney; and

4. Authorize the City Manager to execute the First Amendment to the existing construction contract with Yunex, LLC for the Streetlight Upgrades Project.

6L. FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT WITH AC PROS, INC. FOR THE HVAC SYSTEM REPLACEMENT PHASE 1 PROJECT (TASK CODE NO. 2026-603)

On August 26, 2025, the City Council approved a contract with AC Pros, Inc. to upgrade and replace a total of five (5) of eight (8) total HVAC units at the Stanton Community Center using Community Development Block Grant (CDBG) funding. Since then, the City has acquired additional CDBG funding for this project. As part of this project, the contractor submitted optional alternate costs to replace the remaining three (3) units. The cost to complete these additional replacements is $485,011.52.

RECOMMENDED ACTION:

1. City Council declare that this project is categorically exempt under the California Environmental Quality Act ("CEQA"), Class 2, Section 15302 as replacement of existing structures and facilities; and

2. Appropriate $485,011.52 from the Public Benefit Fee Fund (#104) to increase the HVAC System Replacement Phase 1 Project (Task Code No. 2026-603) budget; and

3. Authorize the City Manager to execute the First Amendment to the existing construction contract with AC Pros, Inc. for the HVAC System Replacement Phase 1 Project to accept the optional alternate proposal and increase the not-to-exceed compensation amount to $969,011.52, subject to City Attorney review and approval.

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS None.

8. UNFINISHED BUSINESS

8A. APPROVAL OF ORDINANCE NO. 1166 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 9.51 (PROHIBITION OF THE SALE AND DISTRIBUTION OF KRATOM AND KRATOM PRODUCTS) TO TITLE 9 (PEACE, SAFETY AND MORALS) OF THE CITY OF STANTON MUNICIPAL CODE

This Ordinance was introduced at the regular City Council meeting of November 25, 2025.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1166, entitled:

   "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 9.51 (PROHIBITION OF THE SALE AND DISTRIBUTION OF KRATOM AND KRATOM PRODUCTS) TO TITLE 9 (PEACE, SAFETY AND MORALS) OF THE CITY OF STANTON MUNICIPAL CODE"; and

2. City Council adopt Ordinance No. 1166.

8B. APPROVAL OF ORDINANCE NO. 1167 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17

This Ordinance was introduced at the regular City Council meeting of November 25, 2025.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1167, entitled:

   "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17"; and

2. City Council adopt Ordinance No. 1167.

8C. CONSIDERATION OF A FORMAL POLICY FOR NAMING AND RENAMING CITY-OWNED PARKS AND PUBLIC FACILITIES

This item presents the proposed Facility Naming Policy (Administrative Regulation No. V-5-7) for City Council consideration and adoption. The policy establishes a consistent, transparent process for naming or renaming City-owned parks and public facilities, reflecting Stanton's community values and prior Council direction.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) of the CEQA Guidelines; and

2. Adopt Administrative Regulation No. V-5-7, Facility Naming Policy.

9. NEW BUSINESS

9A. CONSIDERATION OF AN URGENCY ORDINANCE AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THAT THE ACTION IS STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE §21080.17

The proposed urgency ordinance will amend Section 20.400.330 of the Stanton Municipal Code to comply with recent changes to state law that impose new limits on local authority to regulate Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). Except as otherwise noted, these new laws take effect on January 1, 2026. The Council previously held a public hearing for a similar ordinance that introduced the same code amendments to comply with new ADU legislation, however, if adopted, the Ordinance will not become effective until after January 1, 2026. If the City does not have a compliant ordinance in place on January 1, 2026 then its regulations become entirely null and void. The proposed urgency ordinance would become effective immediately after approval so staff is requesting the proposed urgency ordinance.

RECOMMENDED ACTION:

1. City Council waive full reading and adopt by title only Urgency Ordinance No. 1168, entitled:

   "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO COMPLY WITH RECENT CHANGES IN STATE LAW, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17"; and

2. Find that the adoption of the proposed Urgency Ordinance No. 1168 is statutorily exempt from review under the California Environmental Quality Act (CEQA) under Public Resources Code § 21080.17.

9B. PARTICIPATION IN 2026 CITY OF WESTMINSTER TET PARADE

As part of the Fiscal Year 2025-26 Adopted Operating Budget, the City Council allocated $800 for participation in the 2026 City of Westminster Tet Parade.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) of the CEQA Guidelines; and

2. Identify a Council liaison to work with staff to complete the application for the 2026 City of Westminster Tet Parade and provide any additional direction to staff as appropriate.

9C. CONSIDERATION OF LETTER OF SUPPORT FOR ACTION ALLIANCE FOR THE HOUSING AND HOMELESSNESS INCENTIVE PROGRAM (HHIP) ROUND 5 FUNDING OPPORTUNITY

The City Council has a long history of regional leadership in advancing solutions to address homelessness, demonstrated by its role in welcoming Orange County's first three Project Homekey developments, supporting and funding the Buena Park and Placentia Navigation Centers as well as the OC HOPE Center, and actively participating in the North Orange County Service Planning Area. Tonight, the Council will consider a new opportunity to build on that legacy by supporting a first-of-its-kind model designed to help individuals maintain their sobriety as they work toward housing stability and long-term community connection. Action Alliance proposes to purchase and operate an apartment building in Stanton, funded through CalOptima's Housing and Homelessness Incentive Program (HHIP) Round 5, to provide housing services that promote stability, recovery, and successful long-term tenancy.

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.

10. ORAL COMMUNICATIONS - PUBLIC

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

- Members of the public wishing to address the Council/Agency/Authority during Oral Communications-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.

11. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled: None.

12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING OBSERVANCE OF CULTURAL HERITAGE DAYS

At the November 25, 2025, City Council meeting, Council Member Warren requested that this item be agendized for discussion. Council Member Warren is requesting to discuss observance of cultural heritage days by either proclamation and/or social media policy.

RECOMMENDED ACTION:

City Council provide direction to staff.

12E. RECOGNITION OF OUTGOING MAYOR PRO TEM DONALD TORRES

- Presentation of honors to Mayor Pro Tem Donald Torres by the City Council.

12F. REORGANIZATION OF CITY COUNCIL

Annually, the City Council elects a Mayor Pro Tem.

RECOMMENDED ACTION:

The City Clerk will accept nominations for Mayor Pro Tem.

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

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

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.

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 4th day of December, 2025.

s/ Patricia A. Vazquez, City Clerk/Secretary

CITY OF STANTON
WARRANT REGISTER

November 15, 2025 - November 28, 2025

Payments to Vendors:

Electronic Draft Payments	**EFT (1)**		**495,058.02**
Bank Drafts Payments	**EFT - Bank Drafts (2)**		**35,135.70**
Check Payments	**139739-139779**		**302,536.63**
	Total Payments to Vendors	**$**	**832,730.35**

Direct Deposit Payments (3):

Payroll dated November 20, 2025			**160,791.81**
	Total Direct Deposit Payments	**$**	**160,791.81**
	TOTAL PAYMENTS	**$**	**993,522.16**

Notes:

1 ACHs are electronic payments processed via a file exported from the City's Finance system and uploaded to the City's bank account. The City's Finance system designates these payment transactions as "EFT".

2 EFT Bank Drafts are auto-payments scheduled by the vendor as a monthly draft from the City's bank account mainly setup for utility payments. A specific transaction number is not assigned

3 Represents the total net payroll paid through direct deposit on pay date.

Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.

Hannah Shin-Heydorn

City Manager

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

Amy Massey

Accounting Manager

Sharon del Rosario

Finance Director

Warrant Report Detail

City of Stanton

Check Date	Check Number	Check Amount	Vendor	Bill Number	Bill Memo	Total Bill Amount
11/17/2025	BD_SCE_111725	$ 12,021.29	SOUTHERN CALIFORNIA EDISON	78692-110325	Electricity for city owned streetlights for Oct 2025	$ 1,247.14
				78069-110325	Electricity for 7172 Kermore streetlights for Oct 2025	$ 19.57
				58362-110325	Electricity for 10341 Dale Ped for Oct 2025	$ 91.27
				44111-110325	Electricity for city owned streetlights for Oct 2025	$ 5,538.34
				86342-110325	Electricity for utility owned streetlights for Oct 2025	$ 5,124.97
11/18/2025	BD_SCE_111825	$ 3,051.20	SOUTHERN CALIFORNIA EDISON	72455-111225	Electricity for 8100 Pacific for October 2025	$ 3,051.20
11/19/2025	BD_SCE_111925	$ 372.50	SOUTHERN CALIFORNIA EDISON	11235-111225	Electricity for 10350 Fern for October 2025	$ 372.50
11/20/2025	139739	$ 54,004.62	COUNTY OF ORANGE COUNTY TREA-TAX COLLECTOR	PW260247	NPDES FOR FY 25/26 City's share -for the National Pollutant Discharge Elimination System per Agreement #D02-048-	$ 54,004.62
	139740	$ 3,000.00	CUONG H NGUYEN	2024-362	C&D Deposit for Bldg permit 2024-362	$ 3,000.00
	139741	$ 4,165.00	D. WOOLLEY & ASSOCIATES, INC	23211	Plan Check 24028.L03 Alley Vacation Chestnut for Oct 2025	$ 1,870.00
				23212	Plan Check 24028.M01-TTM 19330-8042 Katella for Oct 2025	$ 425.00
				23213	Plan Check 24028.M06 PM 2022-152-7082 Kermore for Oct 2025	$ 1,870.00
	139742	$ 6,274.99	EXECUTIVE FACILITIES SERVCES, INC	35725	Janitorial services for Oct 2025	$ 6,274.99
	139743	$ 155.00	FALCK MOBILE HEALTH CORP	SC-323845	Ambulance Service/Roberta L. Shelton/Svc Date: 6/14/25	$ 155.00
	139744	$ 32,900.00	FRANCISCO CRUZ	8961 PACIFIC-C	8961 Pacific #C/Final Rental Assist Pymt/Francisco Cruz	$ 32,900.00
	139745	$ 750.00	HUB COLLECTIVE LTD.	252872.1	New Logo	$ 750.00
	139746	$ 32.00	HUMBERTO RESENDIZ	CIT #10014815	Parking Citation Valid/Reduced Fine CIT #10014815	$ 32.00
	139747	$ 18,284.40	ORACLE AMERICA, INC.	102121941	Qrtly Subscription (7/29-10/28/25)	$ 18,284.40
	139748	$ 135.00	PYRO-COMM SYSTEMS INC.	10052452	Fire alarm services for Sheriff for Nov-Jan	$ 135.00
	139749	$ 28,120.00	RICHARDO ALMARAZ GUZMAN	8951 PACIFIC-A	8951 Pacific #A/Final Rental Assist Pymt/Ricardo Almaraz Guzman	$ 28,120.00
	139750	$ 2,790.00	RONDELL RESTORATION	2025-051	C&D Deposit for Bldg permit 2025-051	$ 2,790.00
	139751	$ 1,105.50	SOUTHLAND AUTOMOTIVE WORKS	36621	Flat tire repair on 2011 Silverado	$ 25.00
				36627	4 new tires for 2011 Silverado	$ 1,080.50
	139752	$ 5,429.81	TURBO DATA SYSTEMS INC	46816	Parking Citation Processing/SEP-2025	$ 1,974.87
				46817	Admin Citation Processing/SEP-2025	$ 480.62
				47065	Parking Citation Processing/OCT-2025	$ 2,649.69
				47066	Admin Citation Processing/OCT-2025	$ 324.63
	139753	$ 34.67	VISTA PAINT CORP	2025-140721-00	Touch up paint for Stanton Park benches	$ 34.67
	139754	$ 1,683.94	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	5036323905	MFD Equip Lease/(6) Copiers/(1) Wide-Format Scanner/Plotter 11/8/25 - 12/7/25	$ 1,683.94
	139755	$ 2,643.28	YUNEX LLC	90005330	STL Maintenance August 2025	$ 758.40
				5610006323	TS Responses August 2025	$ 1,884.88
11/21/2025	00000025/1	$ 13,361.05	COUNTY OF ORANGE TREASURER- TAX COLLECTOR	SH 72846	SH 72846 (AFIS - October 2025)	$ 1,207.00
				STCS003658	STCS003658 / 800Mhz 2nd Quarter ST0	$ 10,947.05
				SH 72757	SH 72757 / AFIS Sept., 2025	$ 1,207.00
	00000025/10	$ 3,150.00	DAVIS FARR LLP	3814	Temp Acct Svcs (30 hrs) - Oct 2025	$ 3,150.00
	00000025/11	$ 13,071.17	BOYS & GIRLS CLUBS OF GARDEN GROVE	2114 B	Stanton Fact Contract - September	$ 5,171.46
				2114 A	Fact Contract for - August	$ 7,899.71
	00000025/12	$ 281,169.50	HOPE CENTER OF ORANGE COUNTY	2025-0026	Hope Center Services (14225158)	$ 281,169.50
	00000025/2	$ 396.00	BACKSTREET SURVEILLANCE	SRV25-267	Monthly Cellular Data Service for Trailers	$ 198.00

Check Date	Check Number	Check Amount	Vendor	Bill Number	Bill Memo	Total Bill Amount
				75923	Monthly Cellular Data Service	$ 198.00
	00000025/3	$ 1,462.00	XCEPTIONAL NETWORKS, INC	33682	KnowBe4 PhishER Licenses Renewal 12/18/25 - 12/17/26	$ 1,212.00
				33754	KnowBe4 Mngmnt/Platform & Campaigns/DEC-2025	$ 250.00
	00000025/5	$ 858.00	BEST BEST & KRIEGER LLP	1034586	Invoice No. 1034586 (June 2025)	$ 858.00
	00000025/6	$ 1,024.00	HARTZOG & CRABILL INC	25-0453	Signing and Striping exhibit on Stanton Avenue	$ 1,024.00
	00000025/7	$ 1,404.00	DIGICERT, INC	INV1763226	UltraDNS Annual Svc Fee 10/1/25 - 9/30/26	$ 1,404.00
	00000025/9	$ 6,572.07	BENEFIT COORDINATORS CORPORATION	B0KM53	November 2025 Delta Dental	$ 2,373.50
				17672	November 2025 Life Ins.	$ 4,198.57
	00000025/8	$ 1,626.58	PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA	PPE 10/18/2025	PPE 10/18/2025 PARS	$ 1,626.58
	00000025/4	$ 532.37	VISION SERVICE PLAN - (CA)	823887254	November 2025 VSP	$ 532.37
	00000026/1	$ 1,698.29	PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA	PPE 11/15/2025	PPE 11/15/2025 PARS	$ 1,698.29
	BD_OCT_112125	$ 9,261.40	COUNTY OF ORANGE TREASURER- TAX COLLECTOR	079-333-07-26	Sewer Fee/7871 Pacific St (OCFA)	$ 3,780.56
				126-391-48-26	Sewer Fee/10350 Fern Ave	$ 87.42
				079-334-19-26	Sewer Fee/10502 Rose Ave	$ 87.42
				079-362-13-26	Sewer Fee/10912 Date St	$ 87.42
				079-333-17-26	Sewer Fee/10662 Rose Ave (OCFA)	$ 127.38
				079-354-03-26	OCSD Sewer Fee/7855 Katella Ave	$ 1,465.62
				079-363-26-26	Sewer Fee/10961 Date St	$ 87.42
				079-333-16-26	Sewer Fee/10652 Rose Ave (OCFA)	$ 106.22
				079-320-20-26	(OCSD) Sewer Fee/10660 Western Ave	$ 3,344.52
				079-362-12-26	Sewer Fee/10922 Date St	$ 87.42
11/25/2025	00000028/1	$ 25,223.40	GARDEN TERRACE MHC, LP	07/2017 - 06/2025	Sewer Fee Agreement	$ 25,223.40
	00000028/2	$ 55,931.25	C J CONCRETE CONSTRUCTION INC	7161	Construction for FY 25/26 Sidewalk Repair Project	$ 55,931.25
	139756	$ 26,975.25	G2 CONSTRUCTION, INC	251112-1	Construction for Western Storm Channel Grate	$ 26,975.25
11/26/2025	139757	$ 3,395.00	PACIFIC ENVIRONMENTAL	9340	Pre-demolition Survey	$ 3,395.00
	139758	$ 280.55	AT&T	24295451	Telecom services for Cerritos and Knot for October 2025	$ 31.41
				24295139	Telecom services for Cerritos & Dale for October 2025	$ 31.41
				24263786	Services for Cerritos and Magnolia for October 2025	$ 31.41
				24249958	Cerritos Intercon services for 9/20/25-10/19/25	$ 186.32
	139759	$ 766.00	AUTOMATED GATE SERVICES, INC	0089073	Repairs to Sheriff Station gate	$ 766.00
	139760	$ 34,750.35	CSG CONSULTANTS, INC.	63041	In-House Bldg Svcs 8/30-9/26/25	$ 18,296.00
				B251394	Bldg plan review svcs 9/1-9/30/25	$ 16,454.35
	139761	$ 49.00	DEPARTMENT OF JUSTICE	003301	October 2025 Fingerprints	$ 49.00
	139762	$ 2,575.00	FERNWOOD MOBILE HOME PARK	77	SCP park License Agreement October 13 - November 11	$ 2,575.00
	139763	$ 79.87	FRONTIER	21308-111225	Frame relay for November 2025	$ 79.87
	139764	$ 103.00	HUY TON	96200770	Huy Ton/11/2/25/Picnic Shelter/Rfd	$ 103.00
	139765	$ 310.00	LIFE CHRISTIAN CHURCH OF ORANGE COUNTY	94185131	Life Christian Church/9/17/25/Multipurpose Room/Rfd	$ 310.00
	139766	$ 946.00	LONG BEACH BMW MOTORCYCLES	55148	Repairs to OCSD 2020 BMW R 1250 RT R 1250 RT	$ 946.00
	139767	$ 9,000.00	My H Tang	2024-174	C&D Deposit for Bldg permit 2024-174	$ 9,000.00
	139768	$ 4,946.70	OC SANITATION DISTRICT	25-Sep	OCSD Fee- September 2025	$ 4,946.70
	139769	$ 17,893.86	PACIFIC ADVANCED CIVIL ENGINEERING, INC	11060	C214-23 STANTON STORM DRAIN MASTER PLAN UPDATE for October 2025	$ 7,253.86
				10920	Storm Drain Atlas Map	$ 7,000.00
				11046	C214-23 Orco Block/Svcs thru 10/31/25	$ 3,640.00
	139770	$ 9,000.00	QUYNH NGOC VU	2022-572	C&D Deposit for Bldg Permit 2022-572	$ 9,000.00
	139771	$ 4,776.53	RAILROAD MANAGMENT CO LLC	537998	Agreement for Traffic interconnection in the for 2026	$ 4,776.53
	139772	$ 192.00	RAYMOND MULDONG	96112717	Raymond Muldong/11/29/25/Picnic Shelter/Rfd	$ 192.00

Check Date	Check Number	Check Amount	Vendor	Bill Number	Bill Memo	Total Bill Amount
	139774	$ 103.00	SANDRA MENDOZA	94922858	Sandra Mendoza/11/9/25/Picnic Shelter/Rfd	$ 103.00
	139775	$ 1,824.18	STAPLES BUSINESS CREDIT	7007402377	Office Supplies/OCT-2025	$ 1,824.18
	139776	$ 18,196.00	STATE WATER RESOURCES CONTROL BOARD	SW-0323317	Annual Permit fee for Facility ID 830M1000244 for FY 25/26	$ 18,196.00
	139777	$ 4,257.13	UNITED STATES POSTAL SERVICE	112525	Winter/Spring 2026 Stanton Express Postage	$ 4,257.13
	139778	$ 103.00	VU NGUYEN	96910781	Vu Nguyen/11/9/25/Picnic Shelter/Rfd	$ 103.00
	139779	$ 300.00	YUNEX LLC	5610006324	STL Response August 2025	$ 300.00
	139773	$ 206.00	RAYMOND NUNEZ	96618331	Raymond Nunez/11/16/25/Picnic Shelter/Rfd	$ 206.00
11/28/2025	00000029/1	$ 2,543.50	BENEFIT COORDINATORS CORPORATION	B0KXTG	December 2025 Delta Dental	$ 2,543.50
	00000029/2	$ 582.53	VISION SERVICE PLAN - (CA)	824077393	December 2025 VSP	$ 582.53
	00000030/1	$ 36,619.93	BEST BEST & KRIEGER LLP	1035558	SHA Fees thru 07-31-2025 (Tina/Pacific Non-Development)	$ 1,394.00
				1035555	Labor & Unemployment thru 07-31-2025	$ 1,521.00
				1035556	General Fees thru 07-31-2025 (ORCO)	$ 1,532.50
				1035559	SHA Fees thru 07-31-2025 (Tina/Pacific Residents Assoc)	$ 4,725.50
				1035551	General Fees thru 07/31/25	$ 17,084.00
				1035557	SHA Fees thru 07-31-2025 (Tina/Pacific Development)	$ 204.00
				1035553	City Attorney/OCSD/Police Fees thru 7/31/2025	$ 1,780.10
				1035552	City Attorney/Code Enforcement Fees thru 7/31/2025	$ 7,425.43
				1035554	General Fees thru 07-31-2025	$ 953.40
	00000030/2	$ 11,550.00	DAVIS FARR LLP	3640	Temp Acct Svcs (110 hrs) - Sept 2025	$ 11,550.00
	00000030/3	$ 703.99	C3 TECHNOLOGY SERVICES	INV208772	Sharp Copiers Managed Print Svcs 10/28/25 - 11/27/25	$ 703.99
	00000030/4	$ 2,652.00	HARTZOG & CRABILL INC	25-0454	TES foe Evaluation of Turning Movement at 5 Beach intersection	$ 762.00
				25-0452	On-Call Traffic Operation services for October	$ 1,890.00
	00000030/5	$ 553.50	THOMSON INC	92923779	Inspect mini splits at City Hall and replace refrigerant	$ 553.50
	00000030/6	$ 7,785.00	GREAT SCOTT TREE SERVICE, INC	122223	Tree services for October 2025	$ 7,785.00
	00000030/7	$ 30,487.28	BRIGHTVIEW LANDSCAPE SERVICES, INC	9564020	Landscape Services for Nov 2025	$ 30,487.28
	00000030/8	$ 3,837.60	ALL CITY MANAGEMENT SVCS, INC.	104722	School Crossing Guard Service from 10/26/25-11/8/25	$ 3,837.60
	00000030/9	$ 692.32	ABSOLUTE SECURITY INTERNATIONAL INC	2020113066	Security Services for October	$ 692.32
Grand Total		**$ 832,730.35**				

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING NOVEMBER 25, 2025

1. CALL TO ORDER / CLOSED SESSION

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

2. ROLL CALL

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

Absent: None.

Excused: Council/Agency/Authority Member Barrios.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the City Council / Successor Agency / Housing Authority of the City of Stanton proceeded to closed session at 6:01 p.m. for discussion regarding:

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

Number of Potential Cases: 3

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

The City Council / Successor Agency / Housing Authority reconvened in open session at 6:32 p.m.

6. ROLL CALL

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

Absent: None.

Excused: Council/Agency/Authority Member Barrios.

THESE MINUTES ARE ISSUED FOR INFORMATION ONLY AND ARE SUBJECT TO AMENDMENT AND APPROVAL AT NEXT MEETING

7. PLEDGE OF ALLEGIANCE

Led by Mr. Eric O'Donnel, Townsend Public Affairs.

8. SPECIAL PRESENTATIONS AND AWARDS

A. Presentation of Certificate of Recognition for Mr. Alejandro Ortiz, Stanton graduate of the Orange County Sanitation District's Wastewater 101 - Citizens Academy, 2025.

The City Attorney / Agency Counsel reported that the City Council / Successor Agency / Housing Authority met in closed session from 6:01 to 6:32 p.m.

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

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

~~C. Orange County Fire Authority (OCFA) quarterly report and update.~~
- Tabled to be heard at a future City Council meeting.

D. Ms. Hannah Shin-Heydorn, City Manager, presented an update on the City's homeless outreach activities.

9. CONSENT CALENDAR

Council Member Warren requested to pull Item 9K from the consent calendar for separate discussion.

Mayor Shawver requested to pull Items 9J, 9N, and 9P from the consent calendar for separate discussion.

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

AYES: 4 (Shawver, Taylor, Torres, and Warren)
NOES: None
ABSTAIN: None
ABSENT: 1 (Barrios)

Motion unanimously carried:

CONSENT CALENDAR

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated October 4, 2025 – November 14, 2025, in the amount of $3,986,191.18.

9C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Joint Regular Meeting – October 28, 2025.

9D. SEPTEMBER 2025 INVESTMENT REPORT

The Investment Report as of September 30, 2025, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

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

2. Received and filed the Investment Report for the month of September 2025.

9E. SEPTEMBER 2025 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of September 30, 2025, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

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

2. Received and filed the Investment Report for the month of September 2025.

9F. SEPTEMBER 2025 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Reports for the month ended September 30, 2025, have been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and are being provided to the City Council. This report includes information on both the City's General Fund and the Housing Authority Fund.

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

2. Received and filed the General Fund and Housing Authority Fund September 2025 Revenue and Expenditure Reports and Status of Capital Improvement Projects for the month ended September 30, 2025.

9G. ADOPT RESOLUTION APPROVING THE ANNUAL MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2025

Orange County Local Transportation Authority Ordinance No. 3 ("Ordinance") requires that the City adopt a resolution approving an Annual Measure M2 Expenditure Report. This report accounts for the City's share of Measure M2 revenues, developer/traffic impact fees, and the funds that were expended to satisfy the City's Maintenance of Effort requirements (MOE). The Annual Measure M Expenditure Report for the fiscal year ended June 30, 2025, has been included as Exhibit A to the Resolution (Attachment A).

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

2. Adopted Resolution No. 2025-35 approving the Annual Measure M2 Expenditure Report for the Fiscal Year Ended June 30, 2025; and

3. Directed staff to submit the report to the Orange County Transportation Authority (OCTA).

9H. ACCEPTANCE OF THE FISCAL YEAR (FY) 25/26 CITYWIDE SIDEWALK REPAIR PROJECT (TASK CODE NO. 2026-103) BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The FY 25/26 Citywide Sidewalk Repair Project, consisting of the removal and replacement of concrete sidewalks, curbs and gutters, along with all appurtenant work is now complete. The final construction cost for the project was $64,140. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of October 21, 2025, and recommends that the City Council accept the completed work performed on this project.

1. The City Council finds that this project is exempt from the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing streets, sidewalks, gutters, and similar facilities; and

2. Accepted the completion of improvements for the FY 25/26 Citywide Sidewalk Repair Project, as certified by the City Engineer, and affixed the date of October 21, 2025, as the date of completion of all work on this project; and

3. Approved the final construction contract amount of $64,140 with CJ Concrete Construction, Inc.; and

4. Directed the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion with the County Clerk-Recorder of the County of Orange; and

5. Directed City staff, after thirty-five (35) days has elapsed from the filing of the "Notice of Completion" with the County Clerk-Recorder, to make the retention payment to CJ Concrete Construction, Inc. in the amount of $3,207.

9I. ACCEPTANCE OF THE WESTERN STORM CHANNEL GRATE REPLACEMENT PROJECT (TASK CODE NO. 2026-401) BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The Western Storm Channel Replacement Project, consisting of the removal and replacement of the storm channel inlet grate and all appurtenant work is now complete. The final construction cost for the project was $28,395. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of October 21, 2025, and recommends that the City Council accept the completed work performed on this project.

1. The City Council finds that this project is exempt from the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(b) as minor alteration of existing public utility; and

2. Accepted the completion of improvements for the Western Storm Channel Grate Replacement Project, as certified by the City Engineer, and affixed the date of October 21, 2025, as the date of completion of all work on this project; and

3. Approved the final construction contract amount of $28,395 with G2 Construction, Inc.; and

4. Directed the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion with the County Clerk-Recorder of the County of Orange; and

5. Directed City staff, after thirty-five (35) days has elapsed from the filing of the "Notice of Completion" with the County Clerk-Recorder, to make the retention payment to G2 Construction, Inc. in the amount of $1,419.75.

9L. AWARD OF CONTRACT TO INTEGRATED DEMOLITION AND REMEDIATION, INC. FOR THE 8900 PACIFIC AVENUE DEMOLITION AND ABATEMENT PROJECT AND THE 8911 PACIFIC AVENUE DEMOLITION AND ABATEMENT PROJECT PURSUANT TO THE CITY'S HOMELESSNESS STATE OF EMERGENCY AND IN THE INTEREST OF PUBLIC HEALTH, SAFETY, AND WELFARE IN THE AMOUNT OF $150,000

At its meeting of November 26, 2024, the City Council declared a local emergency caused by conditions and threatened conditions of homelessness within the City of Stanton. The Tina Pacific neighborhood has been particularly impacted by the state of emergency, with transients and homeless individuals regularly trespassing and breaking into vacant units. In fact, in recent history there have been three separate instances of fires started by transients and/or homeless individuals in vacant units/garages causing significant damage. In addition, calls for service specifically identified as homelessness-related have increased by 162 percent from 2023 to 2024 within the City, and the intensity and severity of complaints from Tina Pacific residents in relation to homelessness-related issues has increased over the last twelve months. Pursuant to the local emergency declaration, and in her capacity as the City's Director of Emergency Services, the City Manager is requesting authorization to award a contract for demolition for 8900 Pacific Avenue and 8911 Pacific Avenue, which both have a history of being broken into by homeless individuals, to prevent further trespassing and vandalism and to preserve the public health, safety, and welfare of the community.

1. The City Council declared the work proposed under this scope increase to be categorically exempt under the California Environmental Quality Act (CEQA), Class 1, Section 15301(l)(3); and

2. Authorized staff to exercise an exception to the standard procurement procedures in the best interests of the City to preserve the public health, safety, and welfare of the community; and

3. Approved an additional allocation of $150,000 from the Housing Authority Fund (#285) Fund Balance to Housing Authority Capital Outlay (Account No. 760100) for an amended total budget of $300,000; and

4. Awarded a construction contract to Integrated Demolition and Remediation, Inc., to provide professional demolition and abatement services in the amount of $150,000; and

5. Authorized the City Manager/Director of Emergency Services to bind the City of Stanton and Integrated Demolition and Remediation, Inc., in a contract to provide the services; and

6. Authorized the City Manager/Director of Emergency Services to approve contract change orders with Integrated Demolition and Remediation, Inc., as needed and determined by City staff, for any contingencies up to 15% of the contract amount; and

7. Authorized the City Manager/Director of Emergency Services to undertake all pre-demolition survey work in accordance with South Coast Air Quality Management District requirements within her signing authority.

9M. DECLARATION OF SURPLUS PROPERTY

Occasionally equipment purchased by the City has outlived its useful life and needs to be sold or otherwise disposed of. In compliance with the City's Purchasing Policy and Procedures IV-4-12, staff is required to petition the City Manager and City Council to declare property surplus, obsolete, or unusable.

1. The City Council declared that this action is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchase for supplies, personnel-related actions, general policy and procedure making; and

2. Declared the equipment listed on Attachment A as surplus; and

3. Directed staff to sell or salvage equipment according to the Administrative Policy IV-4-12: Purchasing Policy and Procedures.

9O. LOW AND MODERATE INCOME HOUSING ASSET FUND ANNUAL REPORT FOR FISCAL YEAR 2024-2025 (HOUSING AUTHORITY)

The attached Low and Moderate Income Housing Asset Fund Annual Report for Fiscal Year 2024-2025 is being presented for consideration as required by State Law.

1. The Authority Board declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3); and

2. Received and filed the Annual Progress Report.

END OF CONSENT CALENDAR

9J. AWARD A PROFESSIONAL SERVICES AGREEMENT TO MATRIX CONSULTING GROUP FOR A COMPREHENSIVE DEVELOPMENT IMPACT FEE NEXUS STUDY

The City seeks a firm to prepare a Comprehensive Development Impact Fee Nexus Study based on the proposed infrastructure requirements to support the City's General Plan growth projections. After completion of a competitive procurement process, staff recommends awarding a contract to Matrix Consulting Group for $32,500.

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

AYES: 4 (Shawver, Taylor, Torres, and Warren)
NOES: None
ABSTAIN: None
ABSENT: 1 (Barrios)

Motion unanimously carried:

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and

2. Awarded a professional services agreement to Matrix Consulting Group for a Comprehensive Development Impact Fee Nexus Study in the amount of $32,500; and

3. Authorized the City Manager to bind the City of Stanton and Matrix Consulting Group in an Agreement to provide the services; and

4. Authorized the City Manager to approve a contingency in the amount of $3,250 to Matrix Consulting Group.

9K. AWARD OF CONSTRUCTION CONTRACT FOR THE STANTON CENTRAL PARK TENNIS COURTS RENOVATION PROJECT (TASK CODE NO. 2025-202) AND APPROVAL OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RHA LANDSCAPE ARCHITECT-PLANNERS, INC.

Five bids for the Stanton Central Park Tennis Courts Renovation Project were opened on September 30, 2025. Based on the post-bid analysis of the bids received, staff has determined the bid submitted by A2Z Construct, Inc. to be the lowest responsible and responsive bid at $380,100.00. To ensure construction of the Project is in conformance with the design, staff is recommending approval of a First Amendment to RHA Landscape Architects-Planners, Inc's Agreement to extend the term of the Agreement and increase scope of work.

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

AYES: 4 (Shawver, Taylor, Torres, and Warren)
NOES: None
ABSTAIN: None
ABSENT: 1 (Barrios)

Motion unanimously carried:

1. The City Council finds that this project is exempt from the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(a) as operation, repair, and minor interior or exterior alterations of existing public facilities; and

2. Awarded a construction contract for the Stanton Central Park Tennis Courts Renovation Project to A2Z Construct, Inc. for the bid amount of $380,100.00 and reject all other bids; and

3. Authorized the City Manager to bind the City of Stanton and A2Z Construct, Inc. in a contract for the construction; and

4. Authorized the City Manager to approve contract change orders, not to exceed $38,010.00; and

5. Approved the First Amendment to the existing Agreement with RHA Landscape Architect-Planners, Inc. and allowed the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and

6. Authorized the City Manager to execute the First Amendment to the existing Agreement with RHA Landscape Architect-Planners, Inc.

9N. APPROVAL OF FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. TO PROVIDE ON CALL SERVICES RELATED TO BUILDING AND SAFETY SERVICES

At its meeting of November 8, 2022, the City Council awarded a contract to CSG Consultants, Inc. to provide on-call building and plan check services. The three-year contract, expiring on December 30, 2025, provides for two optional one-year extensions. The proposed First Amendment presented for the Council's consideration exercises the first of the one-year extensions, extending the term of the Agreement to December 30, 2026, and increases the compensation based on consultant's adjusted rates under Section 3.3.1 of the amended Agreement.

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

AYES: 4 (Shawver, Taylor, Torres, and Warren)
NOES: None
ABSTAIN: None
ABSENT: 1 (Barrios)

Motion unanimously carried:

1. The City Council finds that the recommended actions are exempt from CEQA per Section15378(b)(5) which excludes organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and

2. Approved the First Amendment to the Professional Services Agreement with CSG Consultants, Inc. and allowed the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and

3. Authorized the City Manager to execute the First Amendment to the Professional Services Agreement with CSG Consultants, Inc.

9P. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING SUBDIVISION PARCEL MAP NO. 2022-152

The subdivision parcel map for the development of four detached single-family dwelling units located at 7082 Kermore Lane has been submitted by the developer for final certification and recordation.

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

AYES: 4 (Shawver, Taylor, Torres, and Warren)
NOES: None
ABSTAIN: None
ABSENT: 1 (Barrios)

Motion unanimously carried:

1. The City Council declared this project categorically exempt under the California Environmental Quality Act, Class 3, Section 15303 (New Construction or Conversion of Small Structures); and

2. Adopted Resolution No. 2025-36 approving final Parcel Map No. 2022-152, entitled:

   "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SUBDIVISION PARCEL MAP NO. 2022-152 FOR THE PROPERTY LOCATED AT 7082 KERMORE LANE"; and

3. Finds that the recordation of Parcel Map No. 2022-152 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and

4. Finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and

5. Authorized the Mayor to execute the Subdivision Improvement Agreement for Parcel Map No. 2022-152; and

6. Directed the City Engineer to review and approve any further technical edits necessary to allow for County Surveyor approval and for recordation of the map with the County Recorder of Orange County, and if edits are necessary, to require a revised Parcel Map; and

7. Directed the City Clerk to endorse on the face of the map of the Parcel Map, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.

10. PUBLIC HEARINGS

10A. CONSIDERATION OF AN ORDINANCE AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THAT THE ACTION IS STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE §21080.17

The City Council is asked to hold a public hearing before considering adoption of Ordinance No. 1167 which proposes to amend Section 20.400.330 of the Stanton Municipal Code to comply with recent changes to state law that impose new limits on local authorities to regulate Accessory Dwelling Units ("ADUs") and Junior Accessory Dwelling Units ("JADUs").

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

The public hearing was opened.

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

Motion/Second: Shawver/Taylor

ROLL CALL VOTE:	Council Member Barrios	ABSENT
	Council Member Taylor	AYE
	Council Member Warren	AYE
	Mayor Pro Tem Torres	AYE
	Mayor Shawver	AYE

Motion unanimously carried:

1. The City Council conducted a public hearing, waived the full reading, and introduced for first reading by title only, Ordinance 1167, entitled:

   "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17"; and

2. Finds that the adoption of the proposed ordinance is statutorily exempt from review under the California Environmental Quality Act (CEQA) under Public Resources Code § 21080.17; and

3. Set said Ordinance No. 1167 for second reading at the regular City Council meeting of December 9, 2025.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS

12A. CONSIDERATION OF ORDINANCE NO. 1166 ADDING CHAPTER 9.51, PROHIBITION OF THE SALE AND DISTRIBUTION OF KRATOM AND KRATOM PRODUCTS, TO THE STANTON MUNICIPAL CODE

The City Council will consider adopting Ordinance No. 1166, which, if adopted, would add Chapter 9.51 to Stanton's Municipal Code, prohibiting the sale and distribution of kratom and kratom products in the City of Stanton.

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

Public Comment:

- Mr. Ryan Sherman, Legislative Consultant/Advocate, California Narcotic Officers' Association, spoke in support of prohibiting the sale/distribution of concentrated, synthetic 7-hydroxymitragynine (7-OH).

E-Public Comment:

- Mr. Anthony Rosa wrote in opposition to the proposed ordinance and stated that synthetic 7-hydroxymitragynine derivatives should be restricted and not be included in the decision pertaining to lab tested natural kratom leaf powder.
- Mr. Chris Reedy, Reedy Asset Management, Inc., wrote in opposition to the proposed ordinance.
- Mr. Justin Wolf, Co-Founder and CEO, New Brew, wrote in opposition to the proposed ordinance and stated that a more effective approach is common-sense regulation, similar to the framework recently adopted in Riverside County and Fresno County.
- Ms. Lora Romney, International Plant & Herbal Alliance, wrote in opposition to the proposed ordinance and asks that the City consider advocating for smart regulation rather than a complete ban.
- Mr. Matthew Chavira, wrote in opposition to the proposed ordinance and stated that he is in full support of regulation rather than a complete ban.
- Mr. Matthew Steven, wrote in opposition to the proposed ordinance and stated that he is in support of responsible regulation rather than a complete ban.

- Ms. Misty Brown, wrote in opposition to the proposed ordinance.
- Mr. Ryan Sherman, Legislative Consultant/Advocate, California Narcotic Officers' Association, wrote in support of prohibiting the sale/distribution of concentrated, synthetic 7-hydroxymitragynine (7-OH).
- Ms. Simona Paparelli Wolf, wrote in opposition to the proposed ordinance and stated that he is in support of regulation rather than a complete ban.

Motion/Second: Torres/Taylor

ROLL CALL VOTE:	Council Member Barrios	ABSENT
	Council Member Taylor	AYE
	Council Member Warren	AYE
	Mayor Pro Tem Torres	AYE
	Mayor Shawver	AYE

Motion unanimously carried:

1. The City Council finds this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because this action will not result in a physical change to the environment, directly or indirectly; and

2. Introduced and waived first reading of Ordinance No. 1166, entitled:

   "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 9.51 (PROHIBITION OF THE SALE AND DISTRIBUTION OF KRATOM AND KRATOM PRODUCTS) TO TITLE 9 (PEACE, SAFETY AND MORALS) OF THE CITY OF STANTON MUNICIPAL CODE"; and

3. Set said Ordinance No. 1166 for second reading at the regular City Council meeting of December 9, 2025.

12B. ENGINEERING AND TRAFFIC SURVEY FINDINGS FOR WESTERN AVENUE

In response to a City Council-initiated item from May 2025, staff reviewed the most recent Engineering and Traffic Survey (2024) for Western Avenue to determine whether posted speed limits remain appropriate and whether speeding is occurring at a level that warrants corrective action. The survey data indicates that the majority of motorists are traveling within the posted speed limits, and no speed limit changes are warranted under State of California requirements.

Staff report by Mr. Cesar Rangel, Public Works Director / City Engineer.

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

AYES: 4 (Shawver, Taylor, Torres, and Warren)
NOES: None
ABSTAIN: None
ABSENT: 1 (Barrios)

Motion unanimously carried:

1. The City Council finds that the recommended actions are exempt from CEQA per Section15378(b)(5) which excludes organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and

2. Received and filed the Engineering and Traffic Survey findings related to Western Avenue.

13. ORAL COMMUNICATIONS – PUBLIC None.

14. WRITTEN COMMUNICATIONS None.

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

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

- Mayor Shawver reported on the upcoming Annual Harry's Cafe Thanksgiving Dinner event, which is scheduled to be held on November 27, 2025 at Harry's Café on Katella Avenue from 1-5 PM.

- Mayor Shawver reported on and expressed his gratitude to the City in sponsoring the Friends of Families Food Drive event, which was held on November 22, 2025 at Stanton Park.

- Mayor Shawver reported on the upcoming Youth Assistance Foundation Santa's Siren event and Christmas toy drive.

- Mayor Shawver reported on the City's Annual Adopt-A-Tree program, which was held on November 24, 2025, and expressed his gratitude to both Home Depot Store #6952 and the Holiday Tree Farms, Inc. for their partnership and donation to the City's annual Adopt-A-Tree program.

- Council Member Warren reported on the upcoming Annual Harry's Cafe Thanksgiving Dinner event, which is scheduled to be held on November 27, 2025, at Harry's Café on Katella Avenue from 1-5 PM.

- Council Member Warren reported on and expressed his gratitude to the City in sponsoring the Friends of Families Food Drive event, which was held on November 22, 2025, at Stanton Park.

- Council Member Warren reported on his attendance at the D-BAT Orange County West, grand opening and ribbon cutting ceremony, which was held on November 22, 2025, at 11720 Seaboard Circle, Stanton.

- Council Member Warren reported on his attendance with Assemblymember Tri Ta to the Ironworkers Training Facility (California Field Iron Worker) local elected and official's tour, sharing about their mission, current operations, and apprenticeship programs that help build local infrastructure.

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

Council Member Warren requested to agendize for discussion observance of cultural heritage days by either proclamation and/or social media policy.

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

None.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

Ms. Hannah Shin-Heydorn, City Manager, reported on the City's upcoming Christmas Tree Lighting Ceremony event, which is scheduled to be held on December 4, 2025, at Stanton City Hall, beginning at 6:30 PM, rain or shine.

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.

Captain Ryan C. Pierce provided the City Council with an update on their current operations.

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

_____
MAYOR/CHAIRMAN

ATTEST:

_____
CITY CLERK/SECRETARY

Item: 6D

Click here to return to the agenda.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: December 9, 2025

SUBJECT: CONTINUANCE OF THE PROCLAMATION OF THE EXISTENCE OF A LOCAL EMERGENCY CAUSED BY HOMELESSNESS CRISIS

REPORT IN BRIEF:

At its meeting of November 26, 2024, the City Council adopted a resolution proclaiming the existence of a local emergency. Based on the continuing impacts of homelessness on public health and safety within the City of Stanton, the City Council's proclamation of the existence of a local emergency will continue until further notice.

RECOMMENDED ACTION:

1. City Council declare that the proposed actions are not subject to the California Environmental Quality Act ("Public Resources Code section 21000 et seq.) ("CEQA") because they do not qualify as a "project" under CEQA Receive and file; and

2. Receive and file the report.

BACKGROUND AND ANALYSIS:

The City has seen an increase in its homeless population since 2019, despite significant allocation of resources and funds to combat homelessness in the City. This increase has been coupled with an increase in health and safety concerns, such as an increase in criminal activity, open-air drug use (fentanyl in particular), open fires, obscene/lewd acts in public, increase in vectors, and public defecation; individuals sleeping, camping, and storing personal property in a manner that obstructs access to the public right-of-way; interruption in the enjoyment and access to public facilities equally by all residents; and death, illness, injury and poor living conditions for those unable to find housing. In response to public health and safety concerns, at its meeting of November 26, 2024, the City Council adopted a resolution proclaiming the existence of a local emergency caused by the homelessness crisis (Attachment A).

Based on the continuing impacts of homelessness on public health and safety within the City of Stanton, and pursuant to the City's police power, the City Council's proclamation of the existence of a local emergency will continue until further notice. The City Council previously reviewed the proclamation at its meetings of January 14, 2025, March 11, 2025, June 10, 2025, July 8, 2025, August 26, 2025, and October 14, 2025.

- For the month of October 2025, City staff had at least 136 encounters with homeless individuals. Regarding offers of placement in shelters, out of 136 actions, 96% (130) resulted in homeless individuals declining shelter. The City continues to get numerous calls of concern and complaints from the following hotspot locations:
    - Katella & Western
    - Katella & Beach
    - Chapman & Beach
    - Tina Pacific

- On February 5, 2025, at approximately 12:22 a.m. there was a call for service to the Orange County Fire Authority regarding a fire at Tina Pacific. Crews responded and discovered a fire in two vacant units of a partially occupied four-plex. Thankfully, there were no civilian or firefighter injuries. The two legitimate tenants were displaced by the fire as the four-plex was red-tagged. The four-plex was ultimately demolished.

- City staff continue to receive numerous calls regarding homeless individuals engaging in open-air drug use in front of multi-family housing units and commercial plazas.

FISCAL IMPACT:

The fiscal impact of declaring a local emergency is unknown at this time but it confers the powers required to provide an immediate, necessary response to the City's homelessness crisis to protect all City residents and businesses.

ENVIRONMENTAL IMPACT:

The proposed actions are not subject to the California Environmental Quality Act ("Public Resources Code section 21000 et seq.) ("CEQA") because they do not qualify as a "project" under CEQA. Section 15378 explicitly excludes from its definition of "project" the "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." (State CEQA Guidelines, § 15378(b)(5).) This action would declare a continuing local emergency under the Stanton Municipal Code and continue to empower the director and assistant director of emergency services to direct the emergency organization of the City in response to the homeless crisis. This action is considered administrative because it will not result in a physical change in the environment, and therefore is not subject to CEQA.

Moreover, the action 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.

PUBLIC NOTIFICATION:

Notification and advertisement were performed as prescribed by law.

STRATEGIC GOALS:

Goal 1. Provide a safe community.
Goal 2. Promote a strong local economy.
Goal 5. Maintain and promote a responsive, high quality and transparent government.

Prepared by: Hannah Shin-Heydorn, City Manager
Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENT:

A. Staff report from November 26, 2024, entitled, “Resolution finding and declaring a local emergency caused by homelessness crisis”.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 26, 2024

SUBJECT: **RESOLUTION FINDING AND DECLARING A LOCAL EMERGENCY CAUSED BY HOMELESSNESS CRISIS**

REPORT IN BRIEF:

The City has seen an increase in its homeless population since 2019, despite significant allocation of resources and funds to combat homelessness in the City. This increase has been coupled with an increase in health and safety concerns, such as an increase in criminal activity, open-air drug use (fentanyl in particular), open fires, obscene/lewd acts in public, increase in vectors, and public defecation; individuals sleeping, camping, and storing personal property in a manner that obstructs access to the public right-of-way; interruption in the enjoyment and access to public facilities equally by all residents; and death, illness, injury and poor living conditions for those unable to find housing.

Declaring a local emergency under the Stanton Municipal Code and the Government Code will provide the City Manager with additional powers as Director of Emergency Services in order to take necessary steps to address the homelessness crisis.

RECOMMENDED ACTIONS:

1. City Council declare the action to not be subject to CEQA pursuant to State CEQA Guidelines, section 15378(b)(5).); and

2. Adopt proposed Resolution No. 2024-40, entitled:

> **"RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY CAUSED BY CONDITIONS AND THREATENED CONDITIONS OF HOMELESSNESS WITHIN THE CITY OF STANTON, WHICH IF NOT CORRECTED, CONSTITUTES AN IMMINENT AND PROXIMATE THREAT TO THE SAFETY OF PERSONS AND PROPERTY IN THE CITY".**

BACKGROUND:

Like many other regions in California, the City of Stanton ("City") has seen a rapid and troubling growth in homelessness in the City. The COVID-19 pandemic exacerbated this circumstance, which has been difficult to address given the high cost of housing and shortage of emergency, transitional, and affordable housing across the State.

The City's Investments in Combating the Homelessness Crisis:

Independently, and in conjunction with the State's directives to combat homelessness and address the housing crisis, the City has made significant investments in assisting its unhoused community. Additionally, the City is a member of the North Service Planning Area ("North SPA"), an organization of 14 cities in Orange County established in 2019 to combat homelessness in the region. The City's investments include, but are not limited to the following activities, representing funding of over $15 million since 2017:

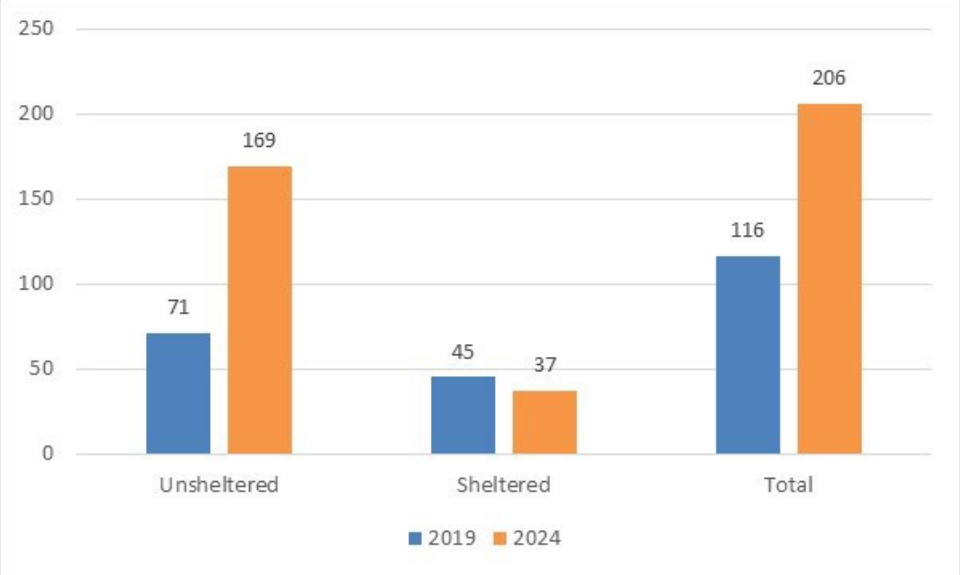
- Funding two full-time and one part-time Homeless Outreach Coordinator positions at the City, for a total cost since 2017 of just over $2 million;
- Funding and welcoming three Project Homekey permanent supportive housing projects to the City, totaling 153 units, and connecting unhoused residents throughout the region to those units. The City's contribution across the Project Homekey sites was $6 million, and was the first city in the State to open three sites in their jurisdiction;
- Funding two navigation centers in Buena Park and Placentia to provide safe and secure shelter housing as well as providing comprehensive programs and services. The City's contribution to the centers during the first five years of operation has been approximately $660,000, and the City's financial commitment in the next five years is estimated to be $2.5 million based on increased maintenance and operational costs;
- Funding the regional Homeless Outreach and Proactive Engagement ("HOPE") Center of Orange County in the amount of $5 million and serving as their fiscal agent;
- Having the City Manager serve on the Board of the North SPA Collaborative;
- Partnering with Illumination Foundation to expand shelter access in the region. The Illumination Foundation is an Orange County-based 501(c)(3) nonprofit dedicated to providing comprehensive services for the most vulnerable homeless population;
- Providing bridge housing opportunities since 2020 at just over $150,000;
- Providing transportation services; and
- Providing document retrieval assistance and funding to recover important documents, to connect homeless people with resources and employment.

Additionally, the City's law enforcement and Public Safety staff spend a disproportionate amount of time and resources addressing the City's homelessness crisis. This causes the City's Public Safety staff to work overtime, increasing personnel costs to the City, and exacerbating delays in addressing other public safety matters. The City's Public Safety Department collectively devotes one-third of their time on issues related to homelessness.

The City's Homeless Population Increase Over Time, Despite Significant Investments

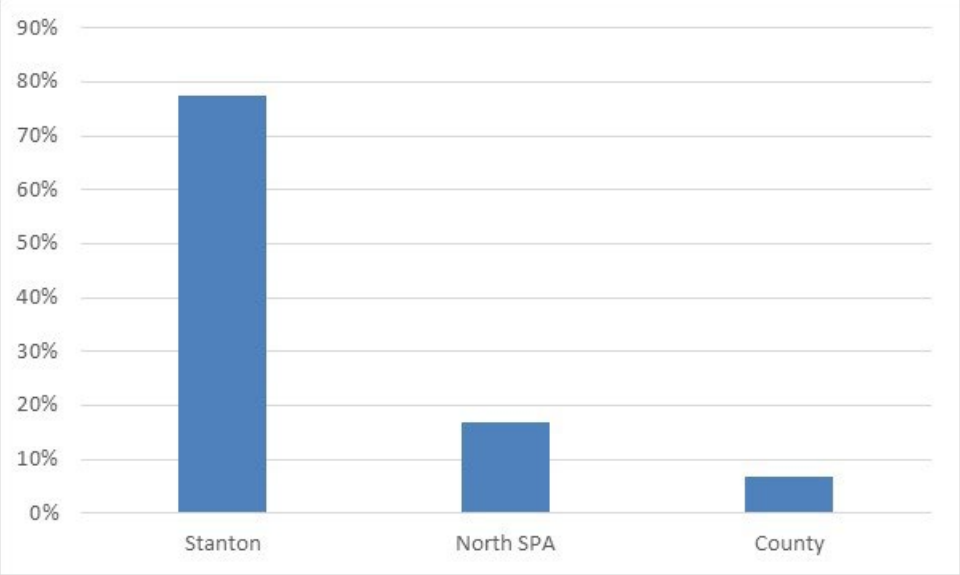
Despite these significant efforts, the City's homeless population has exponentially increased since 2019. According to the County's 2024 Point in Time Count, the City has experienced a 138 percent increase in its unsheltered population from 2019 to 2024, and a 78 percent total increase in its homeless population (including both sheltered and unsheltered individuals). (*See* https://ceo.ocgov.com/sites/ceo/files/2024-05/2024%20PIT%20Summary%20-%20FINAL%205.16.24.pdf.)

Table 1. City of Stanton Point in Time Homeless Count
2019 to 2024



In contrast, the County of Orange has experienced a much smaller 7 percent increase in its homeless population since 2019, and the North SPA has experienced a 17 percent increase in its homeless population since 2019.

Table 2. % Increase in Total Homelessness
2019 to 2024



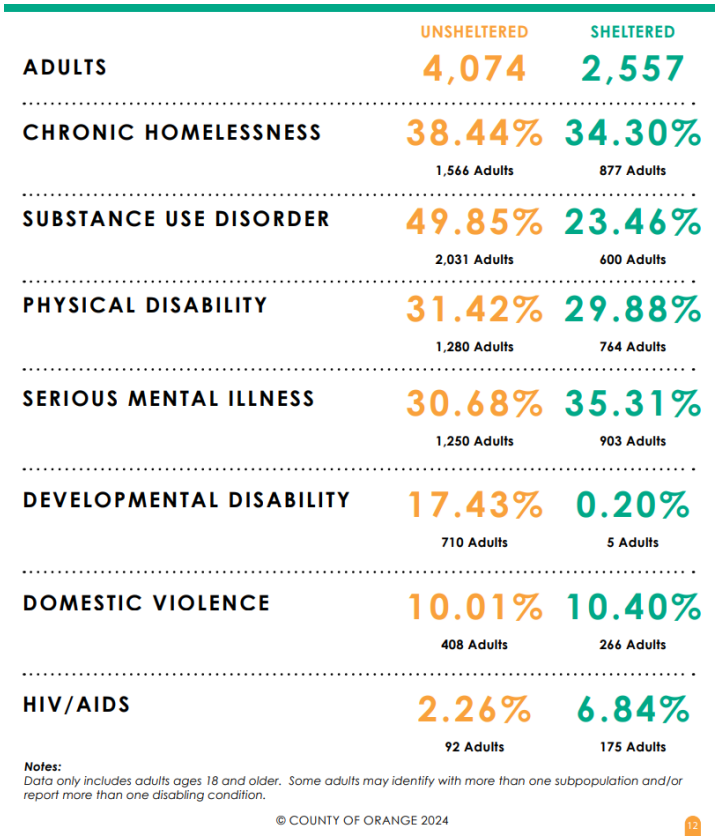
The City's homeless population ranks as the fifth largest homeless population within the North SPA even though, geographically, it is one of smallest cities within the area at only 3.1 square miles. Only significantly larger North SPA cities (Anaheim, Fullerton, Buena Park, and Orange) have a higher homeless count. Among all 34 Orange County cities, the City's homeless population ranks as the 11th largest.

While the City has been able to successfully refer a small number of homeless individuals to the North SPA navigation centers in the Cities of Buena Park and Placentia, those centers are now at capacity. In 2024, the City has only been able to successfully refer 18 people to the two navigation centers for assistance. County-wide, only 1 out of every 12 homeless individuals are successfully connected to housing.

Additionally, many homeless individuals also struggle with substance use disorder and serious mental illness. These are in addition to other challenges that the City is not equipped to support without the combined forces of other political subdivisions to combat, such as Orange County Behavioral Health Services, and state and federal agencies.[1] The graphic, below, gives a snapshot of just some the challenges that homeless adults in Orange County face.

[1] 2024 Point In Time Summary, County of Orange.

Table 3. Disabling Conditions Impacting Homeless Individuals



	UNSHELTERED	SHELTERED
ADULTS	4,074	2,557
CHRONIC HOMELESSNESS	38.44%	34.30%
	1,566 Adults	877 Adults
SUBSTANCE USE DISORDER	49.85%	23.46%
	2,031 Adults	600 Adults
PHYSICAL DISABILITY	31.42%	29.88%
	1,280 Adults	764 Adults
SERIOUS MENTAL ILLNESS	30.68%	35.31%
	1,250 Adults	903 Adults
DEVELOPMENTAL DISABILITY	17.43%	0.20%
	710 Adults	5 Adults
DOMESTIC VIOLENCE	10.01%	10.40%
	408 Adults	266 Adults
HIV/AIDS	2.26%	6.84%
	92 Adults	175 Adults

Notes:
Data only includes adults ages 18 and older. Some adults may identify with more than one subpopulation and/or report more than one disabling condition.

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These difficulties are exacerbated by the nationwide fentanyl crisis. According to a 2024 Orange County Sheriff's Department report[2], the leading cause of death among people experiencing homelessness is accidental, with the vast majority of accidental deaths caused by drug use with fentanyl. These numbers have increased steadily since 2018. In 2021, 7 out of 8 deaths among people experiencing homelessness in Stanton were accidental.[3] From 2021 to 2022, the number of deaths among people experiencing homelessness in Stanton rose by 150 percent, from 8 reported deaths to 12.[4]

[2] Report on 2022 Orange County Homeless Deaths, Sheriff-Coroner Homeless Death Review Committee. Orange County Sheriff's Department. The report may be found at: https://www.ocsheriff.gov/sites/ocsd/files/2024-04/2022%20Homeless%20Death%20Review%20Committee%20Report.pdf

[3] Report on 2021 Orange County Homeless Deaths, Sheriff-Coroner Homeless Death Review Committee. Orange County Sheriff's Department. The report may be found at: https://www.ocsheriff.gov/sites/ocsd/files/2023-02/Homeless%20Death%20Review%20paper_FINAL.pdf

[4] Report on 2022 Orange County Homeless Deaths, Sheriff-Coroner Homeless Death Review Committee. Orange County Sheriff's Department.

Table 1: Manner of Death to PEH (2018 to 2022)										
Homeless Deaths	2018		2019		2020		2021		2022	
Manner of Death	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Accident	91	43%	99	46%	181	54%	235	59%	324	65%
Homicide	12	6%	6	3%	7	2%	11	3%	8	2%
Natural	89	42%	94	43%	126	37%	109	28%	128	26%
COVID-19					*6*	*2%*	*17*	*4%*	*5*	*1%*
Suicide	15	7%	14	7%	15	4%	22	6%	19	4%
Undetermined/ Pending*	3	1%	4	2%	3	1%	1	0%	14	3%
Total	**210**	**100%**	**217**	**100%**	**338**	**100%**	**395**	**100%**	**496**	**100%**

Table 2: Top 5 Leading Causes of Death in Orange County (2022)	%PEH Deaths
Accidents (unintentional injuries)	65%
Diseases of the heart	14%
Intentional self-harm (suicide)	4%
Chronic liver disease and cirrhosis	3%
Assault (homicide)	<2%

Table 3: Accidental (Unintentional Injury) Cause Group Detail	Homeless	%Homeless Deaths
Poisoning/Overdose with Fentanyl	209	42.1%
Poisoning/Overdose (Non-Fentanyl)	64	12.9%
Pedestrian Traffic	32	6.5%
Motor Vehicle Traffic	5	1.0%
Falls	<5	<1.0%
Pedal Cyclist Traffic	<5	<1.0%
Drowning	5	1.0%
Other/Unknown/Ill-Defined	<5	<1.0%
Total	324	65.3%

The City must create multiple paths to address a complex and growing homelessness crisis. Like many California cities, Stanton has a continuing need for affordable, permanent housing, along with shelters and interim housing to be developed quickly to better transition people off the streets. The City also needs additional assistance from County, State, and federal agencies to address complex health and safety issues beyond the scope of its current staff and resources. Moreover, the City needs increased ability and resources to hire or contract critical roles, including candidates with specific expertise necessary to provide a critical response to the City's homelessness crisis.

Declaring a local emergency would provide the City with greater flexibility, increased ability, and streamlined systems to address the City's homelessness crisis with necessary urgency.

ANALYSIS/JUSTIFICATION:

Chapter 2.64 of the Stanton Municipal Code, "Emergency Organization and Functions," allows the City Council to declare a local emergency on its own accord or at the request of the City Manager to provide for (1) the preparation and carrying out of plans for the protection of persons and property within the city in the event of an emergency; (2) the direction of the emergency organization; and (3) the coordination of the emergency functions of this city with all other public agencies, corporations, organizations, and affected private persons.

A "local emergency," as defined under Section 2.64.020, means the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake, or other conditions which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City, requiring the combined forces of other political subdivisions to combat.

When a "local emergency" is declared by the City Council, the City Manager, as Director of Emergency Services or the City, is granted additional power and authority related to the City's response to the local emergency. The City Manager is empowered to:

- Control and direct the effort of the emergency organization of the City for the accomplishment of addressing the local emergency;
- Direct cooperation between and coordination of services and staff of the emergency organization of the City;
- Represent the City in all dealings with public or private agencies on matters pertaining to emergencies as defined in this chapter;
- Make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest practical time by the City Council;
- Obtain vital supplies, equipment, and such other properties found lacking and needed for the protection of life and property on behalf of the City, and, if required immediately, to commandeer the same for public use;
- Require emergency services of any city officer or employee and to command the aid of as many citizens of this community as he/she deems necessary in the execution of his/her duties; such persons shall be entitled to all privileges, benefits, and immunities as are provided by state law for registered disaster service workers;
- Requisition necessary personnel or material of any city department or agency;
- Execute all existing authority as City Manager and all special power conferred upon him/her by the City Council, by resolution, ordinance, or emergency plan;
- Appoint an Assistant Director of Emergency Services, who shall, under the supervision of the Director and with the assistance of emergency service chiefs, develop emergency plans and manage the emergency programs of the City; and shall have such other powers and duties as may be assigned by the Director.

Additionally, the City Disaster Council is empowered to develop and recommend for approval to the City Council emergency and mutual aid plans and agreements, and any ordinances, resolutions, rules, and regulations necessary to implement such plans and agreements. The Disaster Council is comprised of the Mayor, City Manager, Assistant Director of Emergency Services, Chiefs of Emergency Services, and others appointed by the Director with the advice and consent of the City Council.

By declaring a local emergency, the City Manager, Disaster Council, and City Council will be able to provide an immediate, necessary response to the City's homelessness crisis to protect all City residents. The City's normal hiring and contracting processes may be expedited, and the City will be able to immediately allocate necessary resources and personnel to take emergency action.

In accordance with California Government Code, Section 8630(c), the emergency declaration requires the City Council to review the need for continuing the local emergency at least every 60 days until the City Council terminates the local emergency.

FISCAL IMPACT:

The report details over $15 million in funding that has been allocated to address issues related to homelessness, including outreach services, since 2017. This fiscal impact reflects those categories of expenditures that are easily tracked and coded to homelessness efforts and initiatives. The true amount the City has expended over the years to address issues related to homelessness would be significantly larger if all personnel activities and efforts were meticulously allocated.

The fiscal impact of declaring a local emergency is unknown at this time but it confers the powers required to provide an immediate, necessary response to the City's homelessness crisis to protect all City residents and businesses.

ENVIRONMENTAL IMPACT:

The proposed actions are not subject to the California Environmental Quality Act ("Public Resources Code section 21000 et seq.) ("CEQA") because they do not qualify as a "project" under CEQA. Section 15378 explicitly excludes from its definition of "project" the "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." (State CEQA Guidelines, § 15378(b)(5).) This action would declare a local emergency under the Stanton Municipal Code and empower the director and assistant director of emergency services to direct the emergency organization of the City in response to the homeless crisis. This action is considered administrative because it will not result in a physical change in the environment, and therefore is not subject to CEQA.

Moreover, the action 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. Any permit that may be issued will be subject to its own CEQA analysis.

PUBLIC NOTIFICATION:

Notification and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

Obj. No. 1: Provie a safe community.
Obj. No. 2: Promote a strong local economy.
Obj. No. 5: Provide a high quality of life.
Obj. No. 6: Maintain and promote a responsive, high quality and transparent government.

Prepared by: Hannah Shin-Heydorn, City Manager
Reviewed by: James Wren, Director of Public Safety Services
Reviewed by: HongDao Nguyen, City Attorney
Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Proposed Resolution No. 2024-40

Attachment "A"

RESOLUTION NO. 2024-40

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY CAUSED BY CONDITIONS AND THREATENED CONDITIONS OF HOMELESSNESS WITHIN THE CITY OF STANTON, WHICH IF NOT CORRECTED, CONSTITUTES AN IMMINENT AND PROXIMATE THREAT TO THE SAFETY OF PERSONS AND PROPERTY IN THE CITY

THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the City of Stanton "City" is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, California Government Code 8630, et seq., and Chapter 2.64 of Title 2 of the Stanton Municipal Code provide that the Stanton City Council ("City Council") may proclaim local emergencies; and

WHEREAS, like many other regions in California, the City has seen a rapid and troubling growth in the homeless population of the City, a condition that has been difficult to address given the traditionally high cost of housing and property in the region, and the historic shortage of emergency, transitional, and affordable housing across the state; and

WHEREAS, Executive Order N-1-24, signed by Governor Gavin Newsom on July 24, 2024, acknowledged the dire state of the homelessness crisis in California and ordered state agencies and departments to address encampments on state property. Moreover, the Executive Order ordered that local governments are encouraged to use all available resources and infrastructure, to take action with the urgency this crisis demands to humanely remove encampments from public spaces, prioritizing those encampments that most threaten the life, health, and safety of those in and around them; and

WHEREAS, independently and in conjunction with the State's directives to combat homelessness and address the housing crisis, the City has made significant investments in assisting its unhoused community. These investments include, but are not limited to: creating and funding additional staff positions dedicated to homelessness outreach, funding and participating in regional outreach and navigation centers, expanding transportation services and shelter access in the region, and funding and welcoming three Project Homekey permanent supportive housing projects to the City totaling 153 units; and

WHEREAS, according to the City's 2024 Point in Time Count, the City has experienced a 138 percent increase in its unsheltered population from 2019 to 2024, and a 78 percent total increase in its homeless population (including both sheltered and unsheltered individuals), despite the City's significant investments in combating homelessness and

assisting the unhoused community. In contrast, Orange County has experienced only a 7 percent increase in its homeless population since 2019, and surrounding cities have experienced significantly less homeless population growth; and

WHEREAS, despite the City's efforts to connect homeless individuals with regional assistance centers, the City has only been able to refer 18 people in the last 10 months to the regional Navigation Centers in Buena Park and Placentia due to overpopulation; and

WHEREAS, regional data shows that a significant percentage of unsheltered homeless individuals also suffer disproportionately from complex health issues, such as substance use disorder, serious mental illness, and physical disability, and require assistance from the City, Orange County Behavioral Health Services, and other local, state, and federal health agencies and nonprofit organizations to provide the necessary public services; and

WHEREAS, the homelessness crisis confronting the City has grown both incrementally and exponentially, leading to death, illness, injury, and poor living conditions. According to the Orange County Sheriff's Department Report of 2022 Orange County Homeless Deaths, 65 percent of deaths among people experiencing homelessness were caused by accidents, and the leading cause of accidental deaths is drug use with fentanyl. This is compared to 2019, when 46 percent of deaths among people experiencing homelessness were caused by accidents, and 2020, when 54 percent of deaths among people experiencing homelessness were caused by accidents, and 2021, when 59 percent of deaths among people experiencing homelessness were caused by accidents. Between 2021 and 2022, the number of deaths among people experiencing homelessness in Stanton has risen by 150 percent; and

WHEREAS, the displacement of the number of people living on the streets of the City today is a daily recurring emergency, constituting the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property in the City which are beyond the control of the services, personnel, equipment, and facilities of this city, and requires the combined forces of other political subdivisions to combat; and

WHEREAS, notwithstanding the City's continued commitment to addressing the homelessness crisis, including dedication of funding and investments into homelessness solutions, programs, and initiatives, an emergency declaration is necessary to mobilize resources, faster and with urgency, for the public health, welfare, and safety of all; and

WHEREAS, the City's ability to mobilize local resources, coordinate interagency response, accelerate procurement of housing units, use mutual aid, and seek assistance and potential reimbursement by the State and Federal governments will be critical to successfully responding to this homelessness crisis; and

WHEREAS, during the pendency of the existence of a local emergency, the City Council shall retain its full authority to consider a variety of City ordinances to codify the measures necessary to address this homelessness crisis; and

WHEREAS, the benefits of this emergency declaration, coupled with past and future actions by the City Council to address the homelessness crisis, will help ensure that this local emergency will be of a temporary nature.

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

SECTION 1: That the foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2: The City Council finds this Resolution is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) in that the Resolution is not anticipated to result in a direct or reasonably foreseeable indirect physical change in the environment, nor will the Resolution have the potential for causing a significant effect on the environment. Additionally, the City Council finds that the proposed Resolution is not a "project" under State CEQA Guidelines Section 15378(b)(5), which excludes the "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment," as the Resolution is not anticipated to result in a direct or indirect physical change in the environment.

SECTION 3: Pursuant to California Government Code Section 8630 and Stanton Municipal Code sections 2.64.020 and 2.64.060(A)(1), the City Council hereby finds and proclaims the existence of a local emergency caused by conditions or threatened conditions of homelessness in Stanton, which, if not corrected, constitutes a threat to the safety of persons and property within the territorial limits of the City beyond the control of the services, personnel equipment, and facilities of the City, requiring the combined forces of other political subdivisions to combat.

SECTION 4: During the continued threatened existence and actual existence of the local emergency, the powers, functions and duties of the City Manager, as the Director of Emergency Services, the Assistant Director of Emergency Services, to be appointed by the Director, the Disaster Council of the City, and the emergency organization of the City shall be those prescribed by state law, by ordinances and resolutions of the City and approved by the City Council.

SECTION 5: The City Manager, as the Director of Emergency Services, is hereby authorized to furnish information, to enter into agreements, including, but not limited to, applications and agreements for grant funding, and to take all actions necessary to obtain emergency assistance from State and federal agencies to implement preventive measures to protect and preserve the City within the scope of the local emergency hereby declared, pursuant to the powers and duties prescribed under Chapter 2.64 of the Stanton Municipal Code. Pursuant to Section 2.64.090 of the Stanton Municipal Code, any expenditures made in connection with emergency activities, including mutual aid activities, shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the City.

SECTION 6: City staff are hereby directed to provide the City Council with a report of actions taken under this Resolution at the next practicable opportunity, and no less than on a monthly basis.

SECTION 7: The City shall coordinate its efforts to address this proclaimed emergency with the other local jurisdictions, the County of Orange, the State of California, and the federal government.

SECTION 8: Executive Order N-1-24, signed by Governor Gavin Newsom on July 24, 2024, acknowledged the dire state of the homelessness crisis in California and directed resources to state agencies and departments to address encampments. The City Council requests the Governor to proclaim a "state of emergency" to combat homelessness and direct resources to support the efforts of major cities in the State of California to address the problem, in furtherance and consistent with Executive Order N-1-24.

SECTION 9: This Proclamation of Emergency shall sunset on December 31, 2025, subject to being renewed. The setting of a specific time frame allows for actions to be taken to make permanent, necessary structural changes. Pursuant to California Government Code Section 8630, the City Council shall, by minute action, review the need for continuing the local emergency at least once every 60 days until it terminates the local emergency.

SECTION 10: Pursuant to Government Code section 3100, in protection of the health and safety and preservation of the lives and property of the people from emergencies which result in conditions of extreme peril to life, property and resources, all public employees are hereby declared disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law.

SECTION 11: Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and to this end the provisions of this Resolution are declared to be severable.

SECTION 12: Effective Date. This Resolution shall become effective immediately. The City clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 26th day of November, 2024.

_____

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. 2024-40 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 26, 2024, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
PATRICIA A. VAZQUEZ, CITY CLERK

MEETING DATES 2026

City of Stanton | 7800 Katella Avenue, Stanton, CA 90680 | StantonCA.gov

CITY COUNCIL 2nd & 4th Tuesday 6:30 P.M.	PLANNING COMMISSION 1st & 3rd Wednesday 6:30 P.M.	COMMUNITY SERVICES COMMISSION 3rd Monday 5:30 P.M.	PUBLIC SAFETY COMMITTEE 4th Wednesday *(Meets Quarterly)* 6:00 P.M.
January 13	January 7	January 19 (Holiday-TBD)	January 28
January 27	January 21		
February 10	February 4	February 16 (Holiday-TBD)	April 22
February 24	February 18		
March 10	March 4	March 16	July 22
March 24	March 18		
April 14	April 1	April 20	October 28
April 28	April 15		
May 12	May 6	May 18	
May 26	May 20		
June 9	June 3	June 15	
June 23	June 17		
July 14	July 1	July 20	
- DARK - SUMMER RECESS	July 15		
August 11	August 5	August 17	
August 25	August 19		
September 8	September 2	September 21	
September 22	September 16		
October 13	October 7	October 19	
October 27	October 21		
November 10	November 4	November 16	
November 24	November 18		
December 8	December 2	December 21	
	December 16		

City Council Study Sessions, when scheduled, are held on the 3rd Tuesday of the month.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: December 9, 2025

SUBJECT: **APPROVE RESOLUTION TO RECEIVE AND FILE FISCAL YEAR 2024/25 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 66000, et. seq.**

REPORT IN BRIEF:

The Fiscal Year 2024/25 Annual Financial Report of Development Impact Fees ("Fiscal Year 2024/25 Development Impact Fee Report") is hereby provided to City Council in Attachment A to this staff report as required by California Government Code Section 66006, which was enacted by Assembly Bill No. 1600 (AB 1600). All development impact fees that have been collected, including interest earned on the fees, have been spent or have been earmarked for spending as of June 30, 2025. Consequently, there are no funds that are required by California Government Code Section 66006 to be refunded to property owners. Staff recommends the City Council approve Resolution No. 2025-34 to approve the receipt and filing of the Fiscal Year 2024/25 Development Impact Fee Report and certain findings the California Government Code requires the City Council to affirm.

RECOMMENDED ACTION:

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

2. Approve Resolution No. 2025-34 to receive and file the Fiscal Year 2024/25 Development Impact Fee Report and make certain findings pursuant to Government Code Section 66006, entitled:

   "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON TO RECEIVE AND FILE THE FISCAL YEAR 2024/25 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66000 et seq.".

ANALYSIS:

AB 1600 requires that local agencies annually report certain financial information related to capital improvement projects (streets, transit facilities, parks, sewer, storm drains, etc.) that have been funded by development impact fees. AB 1600 enacted California Government Code Sections 66000-66008 that generally contain four requirements:

1. A local jurisdiction must follow the process set forth in the bill and make certain determinations regarding the purpose and use of each development impact fee and establish a “nexus” or connection between a development project or class of projects and the public improvement being financed with the fee.

2. The fee revenue must be segregated from the General Fund in order to avoid the commingling of public improvement fees and General Fund revenues.

3. If the City had had possession of funds generated by development impact fees for five years or more, and has not spent such funds, or committed such funds to a project, it must make certain findings describing the continuing need to retain those funds. If the local jurisdiction is unable to make the findings required by state law, the City must refund the fees to property owners.

4. An annual report must be made of fees collected, interest earned, projects on which fees were expended, and any transfers or loans from the fee account. The report must be made available within 180 days of the end of the fiscal year and made available to interested parties at least 15 days prior to presenting the report to the agency’s governing board.

The Annual Development Impact Fee Report presented in Exhibit A summarizes the Fiscal Year 2024/25 fund activity for the following types of facilities: Streets (Fund 261), Traffic Signals (Fund 262), Community Centers (Fund 263, Police Facilities (Fund 264), and the Sewer Capacity Charges Fund (Fund 503). The report shows the amount of fees collected during Fiscal Year 2024/25, interest income, a brief description of the projects funded, the percentage of the projects funded by the development fees, and the beginning and ending balance of the funds. The plan to expend any unexpended funds for the various fees is also outlined in the attached report.

The findings required to be made by AB 1600 with respect to unexpended fees as of June 30, 2025, are set forth below:

1. The purposes for which these fees have been collected are for the projects identified in the Annual Financial Report of Development Impact Fees.

2. There is a reasonable relationship between the fees and the purposes for which they have been collected. The fees are necessary to mitigate the impacts of development.

3. For projects that remain incomplete as of June 30, 2025, the approximate timing for the completion of these projects is set forth in the Annual Financial Report of Development Impact Fees. The source of funding to complete these projects are existing reserves of the related funds and development impact fees anticipated to be collected in future fiscal years in amounts enough to complete these projects.

4. The City Council finds that although not yet committed to a specific project, the City needs to continue to retain the funds held in the Community Centers Fee Fund and Police Facilities Fee Fund to fund future facility projects once enough funding is accumulated.

Based on the foregoing, the City is not required to refund any fees collected pursuant to the requirements of AB 1600.

FISCAL IMPACT:

As of June 30, 2025, no refund of development impact fees is required.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

The City Attorney reviewed the Resolution, including Exhibit A, as to form.

PUBLIC NOTIFICATION:

On November 24, 2025, the City Clerk noticed all interested parties that the AB 1600 reports are available for public inspection on the City's website.

STRATEGIC GOAL:

Goal 4. Ensure fiscal stability.

Prepared by: Sharon del Rosario, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENTS:
A. Fiscal Year 2024/25 Development Impact Fee Report
B. Resolution No. 2025-34

CITY OF STANTON

ANNUAL DEVELOPMENT IMPACT FEE REPORT (AB1600)

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CITY OF Stanton

November 24, 2025

To the Honorable Mayor, Members of the City Council, and Citizens of Stanton:

State law requires any local agency that imposes development impact fees to prepare an annual report providing specific information about those fees. Therefore, in accordance with the provisions of the California Government Code Section 66000 et seq., as amended by the Assembly Bill (AB) 518 and Senate Bill (SB) 1693, I hereby submit the Development Impact Fee (DIF) Report for the City of Stanton, California for the Fiscal Year (FY) ended June 30, 2025.

DIFs are charged by the local government agencies in connection with approval of development projects. The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development project. The legal requirements for enactment of a DIF program are set forth in Government Code Sections 66000-66025 (the "Mitigation Fee Act"), the bulk of which was adopted as 1987's AB 1600 and, thus, commonly referred to as "AB 1600 requirements".

In Stanton, DIFs are collected on or before the issuance of building permit or date the certificate of occupancy is issued for the purpose of mitigating the impacts caused by new development on the City's infrastructure. Fees are used to finance the acquisition, construction and improvement of public facilities needed as a result of this new development. A separate fund has been established to account for the impact of new development on each of the following types of facilities: Streets (Fund 261), Traffic Signals (Fund 262), Community Centers (Fund 263), and Police Facilities (Fund 264) Although not included in the City's DIF program, this report also includes reporting for the City's Sewer Capacity Charge fees as well to comply with California Government Code section 66013. The activity for these fees is accounted for in the Sewer Capacity Charge Fund (Fund 503).

California Government Code sections 66006 (b) and 66013 require the City prepare and make available to the public the DIF and Sewer Capacity Charge Fees Report within 180 days after the last day of each fiscal year. The City Council must review the annual report at a regularly scheduled public meeting after the information is made available to the public. The report was made available to the public for review through public notification on November 24, 2025.

Respectfully submitted,

Sharon del Rosario

Sharon del Rosario
Finance Director

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Stanton, CA 90680

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INTRODUCTION

LEGAL REQUIREMENTS FOR DEVELOPMENT IMPACT FEE REPORTING

A. California Government Code Section 66006 (b)

Government Code Section 66006 (b) defines the specific reporting requirements for local agencies that impose AB 1600 DIF on new development. Annually, for each separate fund established for the collection and expenditure of DIFs, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the information shown below for the most recent fiscal year.

- A brief description of the fee;
- The amount of the fee;
- The beginning and ending balance of the account or fund;
- The amount of the fees collected, and the interest earned;
- An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
- An identification of an approximate date by which the construction of the public improvement will commence, if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement;
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and
- The amount of refunds made due to insufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

B. California Government Code Section 66001 (d)

For all funds established for the collection and expenditure of DIFs, Government Code Section 66001 (d) has additional requirements. For the fifth fiscal year following the first deposit into the fund and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged;

- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and

- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

C. Additional Notes

The State of California Government Code Section 66002 states that local agencies that have developed a fee program may adopt a Capital Improvement Program (CIP) indicating the approximate location, size, and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees.

D. Establishing a Reasonable Relationship Between the Fee and the Purpose for Which It Is Charged

On April 12, 2011, the City Council adopted Ordinance No. 977, establishing a DIF program. The DIF fees became effective on June 12, 2011 and are applied to new or expanded commercial development, new residential development, and upon uses which intensify the use of existing commercial or residential structures. Adjustment to the fees is generally made annually in accordance with the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers. The DIF's nexus study sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs for those improvements based on the current General Plan.

DESCRIPTION AND PURPOSE OF DEVELOPMENT IMPACT FEES

The City collects DIFs to offset and address the impacts of new development on facilities and infrastructure. Currently, there are four DIF categories: Streets, Traffic Signals, Community Centers, and Police Facilities. While each fee category has its own methodology for determining fees, two main principles apply throughout:

1) The City aims to maintain the existing level of service as the City continues to grow; and

2) New development should pay its fair share of the City's infrastructure needs.

Streets – To provide for the expansion of existing primary and secondary arterial streets as set forth in the nexus study. The purpose of the streets impact fee is to fund roadway improvements to serve new development. The street impact fees will be used to widen and restripe streets to provide additional lanes. The need for street improvements is based on the trip demand placed on the system by new development.

Traffic Signals – To provide for additional traffic signals as set forth in the nexus study. The Public Works Department identified a list of traffic signals at intersections on the primary circulation system with the changes in land use and the resulted changes in number of lanes and traffic flow that will be needed to serve development within the City. Thirteen traffic signals were identified that will require improvement in order to better handle the change in traffic flow in the City due to new development.

Community Centers – To provide for the expansion, design and construction of community centers as set forth in the nexus study. The purpose of the fee is to ensure that new development funds its fair share of community centers, based on facilities referenced in the 2011 DIF nexus study. At the time of the nexus study, the City had three community center facilities totaling 27,660 square feet that served a population of approximately 39,000 residents. The nexus study provides for an additional 709 square feet of additional community centers per each residential population increase of 1,000.

Police Facilities – To provide an adequate level of police services. The increased need for services necessitates the construction of an additional facility in order that efficient services may be provided. As of the 2011 DIF nexus study, the Stanton Police Station included an 8,000 square foot facility for 34 police officers, which is approximately 235 square feet per sworn police officer. As the City's population increases due to new development, an increase in police facilities space will be needed to provide administrative support space and other police facilities for a larger police staff. Demand for services and associated facilities are based on the City's residential population.

DESCRIPTION AND PURPOSE OF SEWER CAPACITY CHARGE

The Sewer Capacity Charge fee was approved by the City Council on March 25, 2025, with the adoption of Resolution No. 2025-07. Capacity charges are one-time charges that reflect the demands and costs on City facilities created by new connections for additional capacity. The objective of the capacity charge is to create a fiscal balance between existing customers and new customers. California Government Code section 66013 (d) defines the specific reporting requirements for local agencies that impose a fee for sewer capacity charges. The local agency shall make available to the public, within 180 days after the last day of the fiscal year, the following information for that fiscal year:

- A description of the charges deposited in the fund;
- The beginning and ending balance of the account or fund and the interest earned from investment of moneys in the fund;
- The amount of charges collected in that fiscal year.
- An identification of each public improvement on which charges were expended and the amount of the expenditure for each improvement, including the total percentage of the cost of the public improvement that was funded with those charges if more than one source of funding was used;
- An identification of each public improvement on which charges were expended that was completed during that fiscal year;
- Each public improvement that is anticipated to be undertaken in the following fiscal year; and
- A description of each interfund transfer or loan made from the capital facilities fund. The information provided, in the case of an interfund transfer, shall identify the public improvements on which the transferred moneys are, or will be expended. The information, in the case of an interfund loan, shall include the date on which the loan will be repaid, and the rate of interest that fund will receive on the loan.

FEE SCHEDULE

The table below lists Fees in effect as of June 30, 2025

Developer Impact Fees

Fee	Low Density	Median Density	High Density (1)
Street Fee	$ 650	$ 456	$ 398
Traffic Signal Fee	$ 145	$ 102	$ 89
Community Center Fee	$ 295	$ 295	$ 295
Police Facilities Fee	$ 267	$ 267	$ 267
Total DIF	**$ 1,357**	**$ 1,120**	**$ 1,049**

Sewer Capacity Fee

The City's Sewer Capacity Charge fee is $487 per Equivalent Residential Unit (ERU).

CITY OF STANTON
Financial Summary Report of
Developer Impact Fees/Sewer Capacity Charge Fees
Pursuant to Government Code Sections 66006 and 66013
as of June 30, 2025

		Developer Impact Fees				
		Streets Impact Fee (Fund 261)	Traffic Signals Impact Fee (Fund 262)	Community Centers Fee (Fund 263)	Police Facilities Fee (Fund 264)	Sewer Capacity Charge (Fund 503)*
Beginning Fund Balance	**06/30/24**	$ 246,637.67	$ 30,801.57	$ 280,763.14	$ 253,831.80	$ -
Revenues						
Developer Fees		11,437.66	2,557.34	6,488.29	5,813.89	-
Sewer Capacity Charge Fees		-	-	-	-	-
Interest Income		10,353.43	1,312.15	11,668.81	10,548.30	-
Unrealized Gains (Losses)		3,228.34	406.55	3,653.18	3,302.47	-
Total Revenues		25,019.43	4,276.04	21,810.28	19,664.66	-
Expenditures						
None		-	-	-	-	-
Total Expenditures		-	-	-	-	-
Ending Fund Balance **(A)**	**06/30/25**	$ 271,657.10	$ 35,077.61	$ 302,573.42	$ 273,496.46	$ -
Five-Year Revenue Test:						
Fiscal Year 2020/21		$ 58,410.82	$ 13,140.33	$ 41,080.23	$ 36,914.04	
Fiscal Year 2021/22		20,593.00	4,459.14	13,995.62	12,669.95	
Fiscal Year 2022/23		7,683.86	1,295.34	7,439.71	6,728.85	
Fiscal Year 2023/24		137,081.37	29,506.23	103,935.01	94,056.39	
Fiscal Year 2024/25		25,019.43	4,276.04	21,810.28	19,664.66	
Total Revenue Received for Five-Year Period Ended 6/30/2025 **(B)**		$ 248,788.48	$ 52,677.08	$ 188,260.85	$ 170,033.89	

CITY OF STANTON
Financial Summary Report of
Developer Impact Fees/Sewer Capacity Charge Fees
Pursuant to Government Code Sections 66006 and 66013
as of June 30, 2025

	Developer Impact Fees				
	Streets Impact Fee (Fund 261)	Traffic Signals Impact Fee (Fund 262)	Community Centers Fee (Fund 263)	Police Facilities Fee (Fund 264)	Sewer Capacity Charge (Fund 503)*
Unexpended Impact Fees and Interest in Excess of Total Receipts for Last Five Years **(A) Less (B)**	$ 22,868.62	$ -	$ 114,312.57	$ 103,462.57	
Committed to Capital Projects - Fiscal Year 2024/25	$ -	$ -	$ -	$ -	
Amount in Excess of Allowed Deposit	$ 22,868.62	$ -	$ 114,312.57	$ 103,462.57	
	SEE NOTE 1	**SEE NOTE 1**	**SEE NOTE 2**	**SEE NOTE 3**	

Notes:

(1) - The five-year revenue test is met in accordance with Government Code Section 66001(d).

(2) - Community Centers Fees have not been committed to a future project as of June 30, 2025, because the City is still accumulating sufficient revenue to fund the cost of new facilities (or increase the square footage of existing facilities). Per the 2011 DIF nexus study, the estimated cost of a new Community Center facility was $2.2 million.

(3) - Police Facilities Fees have not been committed to a future project as of June 30, 2025, because the City is still accumulating sufficient revenue to fund the cost of new facilities (or increase the square footage of existing facilities). Per the 2011 DIF nexus study, the estimated cost of a new facility was $2 million.

* Sewer Connection Fees where previously included in this report when not required under AB 1600. Going forward this report will only include Sewer Capacity Charges.

NOTE TO THE DEVELOPMENT IMPACT FEE REPORT

The note addresses an item required by California Government Code Section 66006 (b).

Note 1 – Refund of Developer Fee
At this time, all fees being collected pursuant to the DIF program have been earmarked for current or future capital projects necessary to maintain the current levels of services within existing service areas to serve new development.

DEVELOPMENT IMPACT FEE AND SEWER CAPACITY CHARGE FEES PROJECT IDENTIFICATION

The DIF projects identification table illustrates the following reporting requirements defined by California Government Code Section 66006 (b):

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

The Sewer Capacity Charge Fee projects identification table illustrates the following reporting requirements defined by California Government Code Section 66013 (d):

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

- An identification of each public improvement that is anticipated to be undertaken in the following fiscal year.

CITY OF STANTON
Developer Impact Fees Project Identification
Fiscal Year Ended June 30, 2025

Project No.	Project Name	Project Phase	Estimated Completion Date	Estimated Project Cost	Developer Impact Fees: Budget Through 6/30/2025	Developer Impact Fees: Actual Through 6/30/2025	% Complete	% Funded with Developer Impact Fees
Streets Impact Fee (Fund 261)								
211-3510-710205	Cerritos Avenue Widening Project	Completed	June 2020	$ 208,963	$ 140,200	$ 140,200	100.0%	67.1%
N/A	Garden Grove Blvd. Widening (East of Beach Blvd.)	Not Planned	N/A	1,300,000	-	-	0.0%	0.0%
N/A	Dale Ave. Widening (North of Lola Ave. to S. of Chapman)	Not Planned	N/A	4,225,000	-	-	0.0%	0.0%
N/A	Cerritos Avenue Widening (W. of Knott Ave. to E. of Magnolia)	Not Planned	N/A	5,225,000	-	-	0.0%	0.0%
N/A	Katella Widening (Beach to Dale)	Not Planned	N/A	1,100,000	-	-	0.0%	0.0%
		Total Streets DIF		**12,058,963**	**140,200**	**140,200**	**1.2%**	**1.2%**
Traffic Signals Impact Fee (Fund 262)								
2021-105	Fiscal Year 2020/21 Annual Traffic Signal Improvements	Completed	June 2022	109,784	109,784	109,784	100.0%	100.0%
N/A	Traffic Signal at Katella Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Katella Ave./Magnolia Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Orangewood Ave./Knott Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Orangewood Ave./Western Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Orangewood Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Chapman Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Lampson Ave./Beach Blvd.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Garden Grove Blvd./Beach Blvd.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Knott Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Western Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Beach Blvd.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Magnolia Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
		Total Traffic Signals DIF		**13,109,784**	**109,784**	**109,784**	**0.8%**	**0.8%**
Community Centers Impact Fee (Fund 263)								
N/A	Additional 14,170 square feet of community centers	Not Planned	N/A	2,210,000	-	-	0.0%	0.0%
		Total Community Centers DIF		**2,210,000**	**-**	**-**	**0.0%**	**0.0%**
Police Facilities Impact Fee (Fund 264)								
N/A	Additional 4,000 square feet of police facilities	Not Planned	N/A	**2,000,000**	**-**	**-**	**0.0%**	**0.0%**

Note:
(1) This schedule was prepared based on the 2011 Developer Impact Fee Nexus Study and the City's Capital Improvement Program Budget.

CITY OF STANTON
Sewer Capacity Charge Fees Project Identification
Fiscal Year Ended June 30, 2025

Project No.	Project Name	Project Phase	Estimated Completion Date	Estimated Project Cost	Sewer Capacity Charge Fees Portion			
					Budget	Actual	% Complete	% Funded with Sewer Capacity Charges
Fiscal Year 2024/25								
N/A	No expenditures were incurred during Fiscal Year 2024/25.							
Planned Projects for Future Fiscal Years								
N/A	None.							

RESOLUTION NO. 2025-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON TO RECEIVE AND FILE THE FISCAL YEAR 2024/25 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66000 et seq.

WHEREAS, on April 11, 2011, the City Council approved Ordinance 977 adopting the City of Stanton's Development Impact Fee program applicable to new or expanded commercial development and new residential development projects, which became effective on June 12, 2011; and

WHEREAS, on June 11, 2024, the City Council approved Resolution No. 2024-20 adopting the Fiscal Year 2024/25 Operating Budget and Capital Budget; and

WHEREAS, California Government Code Section 66006(b) requires that for each separate account or fund established for the collection and expenditure of Development Impact Fees, the City shall make available to the public within one hundred eighty (180) days after the last day of each fiscal year a report; and

WHEREAS, California Government Code Section 66006(b)(2) requires that the City review the information made available to the public at a regularly scheduled public meeting after the information is made available to the public; and

WHEREAS, On November 24, 2025 this report was made available for public review on City's website and the City Clerk noticed all interested parties; and

WHEREAS, the City has complied with all of the foregoing provisions.

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

SECTION 1: That the City Council of the City of Stanton at a public meeting has reviewed the following information, attached as "Exhibit A", pursuant to California Government Code Section 66006(b)(1), as is required by California Government Code Section 66006(b)(2), including:

(A) A brief description of the type of fee in the account or fund;
(B) The amount of the fee;
(C) The beginning and ending balance of the account or fund;
(D) The amount of fees collected, and the interest earned;
(E) An identification of each public improvement on which fees were expended and the amount of the expenditure of each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in Section 66001(a)(2), and the public improvement remains incomplete;

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and

(H) The amount refunds made pursuant to Section 66001(e) and any allocations pursuant to Section 66001(f).

SECTION 2: That the City Council of the City of Stanton at a public meeting has reviewed the proposed findings for unexpended funds, including:

(1) Identifying the purpose to which the fee is to be put;
(2) Demonstrating a reasonable relationship between the fee and the purpose for which it is charged;
(3) Identifying all sources and amounts of funding anticipate to complete financing in incomplete improvements; and
(4) Designating the approximate dates on which the funding referred to in subparagraph (C) is expected to be deposited into the appropriate account or fund.

SECTION 3: That the City Council of the City of Stanton hereby determines that all reportable fees, collections, and expenditures have been received, deposited, invested, and expended in compliance with the relevant sections of the California Government Code and all other applicable laws for Fiscal Year 2024/25.

SECTION 4: That the City Council of the City of Stanton hereby determines that no refunds and allocations of reportable fees, as required by California Government Code Section 66001, are deemed payable at this time.

SECTION 5: That the City Council of the City of Stanton hereby determines that the City is in compliance with California Government Code Section 66000, *et seq.*, relative to receipt, deposit, investment, expenditure, or refund of reportable fees received and expended relative to city facilities for new development for Fiscal Year 2024/25.

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

PASSED, APPROVED, AND ADOPTED this 9th day of December 2025.

_____
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. 2025-34 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on December 9, 2025, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
PATRICIA A. VAZQUEZ, CITY CLERK

Exhibit "A"

CITY OF STANTON

ANNUAL DEVELOPMENT IMPACT FEE REPORT (AB1600)

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CITY OF Stanton

November 24, 2025

To the Honorable Mayor, Members of the City Council, and Citizens of Stanton:

State law requires any local agency that imposes development impact fees to prepare an annual report providing specific information about those fees. Therefore, in accordance with the provisions of the California Government Code Section 66000 et seq., as amended by the Assembly Bill (AB) 518 and Senate Bill (SB) 1693, I hereby submit the Development Impact Fee (DIF) Report for the City of Stanton, California for the Fiscal Year (FY) ended June 30, 2025.

DIFs are charged by the local government agencies in connection with approval of development projects. The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development project. The legal requirements for enactment of a DIF program are set forth in Government Code Sections 66000-66025 (the "Mitigation Fee Act"), the bulk of which was adopted as 1987's AB 1600 and, thus, commonly referred to as "AB 1600 requirements".

In Stanton, DIFs are collected on or before the issuance of building permit or date the certificate of occupancy is issued for the purpose of mitigating the impacts caused by new development on the City's infrastructure. Fees are used to finance the acquisition, construction and improvement of public facilities needed as a result of this new development. A separate fund has been established to account for the impact of new development on each of the following types of facilities: Streets (Fund 261), Traffic Signals (Fund 262), Community Centers (Fund 263), and Police Facilities (Fund 264) Although not included in the City's DIF program, this report also includes reporting for the City's Sewer Capacity Charge fees as well to comply with California Government Code section 66013. The activity for these fees is accounted for in the Sewer Capacity Charge Fund (Fund 503).

California Government Code sections 66006 (b) and 66013 require the City prepare and make available to the public the DIF and Sewer Capacity Charge Fees Report within 180 days after the last day of each fiscal year. The City Council must review the annual report at a regularly scheduled public meeting after the information is made available to the public. The report was made available to the public for review through public notification on November 24, 2025.

Respectfully submitted,

Sharon del Rosario

Sharon del Rosario
Finance Director

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Stanton, CA 90680

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StantonCA.gov

INTRODUCTION

LEGAL REQUIREMENTS FOR DEVELOPMENT IMPACT FEE REPORTING

A. California Government Code Section 66006 (b)

Government Code Section 66006 (b) defines the specific reporting requirements for local agencies that impose AB 1600 DIF on new development. Annually, for each separate fund established for the collection and expenditure of DIFs, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the information shown below for the most recent fiscal year.

- A brief description of the fee;
- The amount of the fee;
- The beginning and ending balance of the account or fund;
- The amount of the fees collected, and the interest earned;
- An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
- An identification of an approximate date by which the construction of the public improvement will commence, if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement;
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and
- The amount of refunds made due to insufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

B. California Government Code Section 66001 (d)

For all funds established for the collection and expenditure of DIFs, Government Code Section 66001 (d) has additional requirements. For the fifth fiscal year following the first deposit into the fund and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged;

- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and

- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

C. Additional Notes

The State of California Government Code Section 66002 states that local agencies that have developed a fee program may adopt a Capital Improvement Program (CIP) indicating the approximate location, size, and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees.

D. Establishing a Reasonable Relationship Between the Fee and the Purpose for Which It Is Charged

On April 12, 2011, the City Council adopted Ordinance No. 977, establishing a DIF program. The DIF fees became effective on June 12, 2011 and are applied to new or expanded commercial development, new residential development, and upon uses which intensify the use of existing commercial or residential structures. Adjustment to the fees is generally made annually in accordance with the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers. The DIF's nexus study sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs for those improvements based on the current General Plan.

DESCRIPTION AND PURPOSE OF DEVELOPMENT IMPACT FEES

The City collects DIFs to offset and address the impacts of new development on facilities and infrastructure. Currently, there are four DIF categories: Streets, Traffic Signals, Community Centers, and Police Facilities. While each fee category has its own methodology for determining fees, two main principles apply throughout:

1) The City aims to maintain the existing level of service as the City continues to grow; and

2) New development should pay its fair share of the City's infrastructure needs.

Streets – To provide for the expansion of existing primary and secondary arterial streets as set forth in the nexus study. The purpose of the streets impact fee is to fund roadway improvements to serve new development. The street impact fees will be used to widen and restripe streets to provide additional lanes. The need for street improvements is based on the trip demand placed on the system by new development.

Traffic Signals – To provide for additional traffic signals as set forth in the nexus study. The Public Works Department identified a list of traffic signals at intersections on the primary circulation system with the changes in land use and the resulted changes in number of lanes and traffic flow that will be needed to serve development within the City. Thirteen traffic signals were identified that will require improvement in order to better handle the change in traffic flow in the City due to new development.

Community Centers – To provide for the expansion, design and construction of community centers as set forth in the nexus study. The purpose of the fee is to ensure that new development funds its fair share of community centers, based on facilities referenced in the 2011 DIF nexus study. At the time of the nexus study, the City had three community center facilities totaling 27,660 square feet that served a population of approximately 39,000 residents. The nexus study provides for an additional 709 square feet of additional community centers per each residential population increase of 1,000.

Police Facilities – To provide an adequate level of police services. The increased need for services necessitates the construction of an additional facility in order that efficient services may be provided. As of the 2011 DIF nexus study, the Stanton Police Station included an 8,000 square foot facility for 34 police officers, which is approximately 235 square feet per sworn police officer. As the City's population increases due to new development, an increase in police facilities space will be needed to provide administrative support space and other police facilities for a larger police staff. Demand for services and associated facilities are based on the City's residential population.

DESCRIPTION AND PURPOSE OF SEWER CAPACITY CHARGE

The Sewer Capacity Charge fee was approved by the City Council on March 25, 2025, with the adoption of Resolution No. 2025-07. Capacity charges are one-time charges that reflect the demands and costs on City facilities created by new connections for additional capacity. The objective of the capacity charge is to create a fiscal balance between existing customers and new customers. California Government Code section 66013 (d) defines the specific reporting requirements for local agencies that impose a fee for sewer capacity charges. The local agency shall make available to the public, within 180 days after the last day of the fiscal year, the following information for that fiscal year:

- A description of the charges deposited in the fund;
- The beginning and ending balance of the account or fund and the interest earned from investment of moneys in the fund;
- The amount of charges collected in that fiscal year.
- An identification of each public improvement on which charges were expended and the amount of the expenditure for each improvement, including the total percentage of the cost of the public improvement that was funded with those charges if more than one source of funding was used;
- An identification of each public improvement on which charges were expended that was completed during that fiscal year;
- Each public improvement that is anticipated to be undertaken in the following fiscal year; and
- A description of each interfund transfer or loan made from the capital facilities fund. The information provided, in the case of an interfund transfer, shall identify the public improvements on which the transferred moneys are, or will be expended. The information, in the case of an interfund loan, shall include the date on which the loan will be repaid, and the rate of interest that fund will receive on the loan.

FEE SCHEDULE

The table below lists Fees in effect as of June 30, 2025

Developer Impact Fees

Fee	Low Density	Median Density	High Density (1)
Street Fee	$ 650	$ 456	$ 398
Traffic Signal Fee	$ 145	$ 102	$ 89
Community Center Fee	$ 295	$ 295	$ 295
Police Facilities Fee	$ 267	$ 267	$ 267
Total DIF	**$ 1,357**	**$ 1,120**	**$ 1,049**

Sewer Capacity Fee

The City's Sewer Capacity Charge fee is $487 per Equivalent Residential Unit (ERU).

CITY OF STANTON
Financial Summary Report of
Developer Impact Fees/Sewer Capacity Charge Fees
Pursuant to Government Code Sections 66006 and 66013
as of June 30, 2025

		Developer Impact Fees				
		Streets Impact Fee (Fund 261)	Traffic Signals Impact Fee (Fund 262)	Community Centers Fee (Fund 263)	Police Facilities Fee (Fund 264)	Sewer Capacity Charge (Fund 503)*
Beginning Fund Balance	**06/30/24**	$ 246,637.67	$ 30,801.57	$ 280,763.14	$ 253,831.80	$ -
Revenues						
Developer Fees		11,437.66	2,557.34	6,488.29	5,813.89	-
Sewer Capacity Charge Fees		-	-	-	-	-
Interest Income		10,353.43	1,312.15	11,668.81	10,548.30	-
Unrealized Gains (Losses)		3,228.34	406.55	3,653.18	3,302.47	-
Total Revenues		25,019.43	4,276.04	21,810.28	19,664.66	-
Expenditures						
None		-	-	-	-	-
Total Expenditures		-	-	-	-	-
Ending Fund Balance **(A)**	**06/30/25**	$ 271,657.10	$ 35,077.61	$ 302,573.42	$ 273,496.46	$ -
Five-Year Revenue Test:						
Fiscal Year 2020/21		$ 58,410.82	$ 13,140.33	$ 41,080.23	$ 36,914.04	
Fiscal Year 2021/22		20,593.00	4,459.14	13,995.62	12,669.95	
Fiscal Year 2022/23		7,683.86	1,295.34	7,439.71	6,728.85	
Fiscal Year 2023/24		137,081.37	29,506.23	103,935.01	94,056.39	
Fiscal Year 2024/25		25,019.43	4,276.04	21,810.28	19,664.66	
Total Revenue Received for Five-Year Period Ended 6/30/2025 **(B)**		$ 248,788.48	$ 52,677.08	$ 188,260.85	$ 170,033.89	

CITY OF STANTON
Financial Summary Report of
Developer Impact Fees/Sewer Capacity Charge Fees
Pursuant to Government Code Sections 66006 and 66013
as of June 30, 2025

	Developer Impact Fees				
	Streets Impact Fee (Fund 261)	Traffic Signals Impact Fee (Fund 262)	Community Centers Fee (Fund 263)	Police Facilities Fee (Fund 264)	Sewer Capacity Charge (Fund 503)*
Unexpended Impact Fees and Interest in Excess of Total Receipts for Last Five Years **(A) Less (B)**	$ 22,868.62	$ -	$ 114,312.57	$ 103,462.57	
Committed to Capital Projects - Fiscal Year 2024/25	$ -	$ -	$ -	$ -	
Amount in Excess of Allowed Deposit	$ 22,868.62	$ -	$ 114,312.57	$ 103,462.57	
	SEE NOTE 1	**SEE NOTE 1**	**SEE NOTE 2**	**SEE NOTE 3**	

Notes:

(1) - The five-year revenue test is met in accordance with Government Code Section 66001(d).

(2) - Community Centers Fees have not been committed to a future project as of June 30, 2025, because the City is still accumulating sufficient revenue to fund the cost of new facilities (or increase the square footage of existing facilities). Per the 2011 DIF nexus study, the estimated cost of a new Community Center facility was $2.2 million.

(3) - Police Facilities Fees have not been committed to a future project as of June 30, 2025, because the City is still accumulating sufficient revenue to fund the cost of new facilities (or increase the square footage of existing facilities). Per the 2011 DIF nexus study, the estimated cost of a new facility was $2 million.

* Sewer Connection Fees where previously included in this report when not required under AB 1600. Going forward this report will only include Sewer Capacity Charges.

NOTE TO THE DEVELOPMENT IMPACT FEE REPORT

The note addresses an item required by California Government Code Section 66006 (b).

Note 1 – Refund of Developer Fee
At this time, all fees being collected pursuant to the DIF program have been earmarked for current or future capital projects necessary to maintain the current levels of services within existing service areas to serve new development.

DEVELOPMENT IMPACT FEE AND SEWER CAPACITY CHARGE FEES PROJECT IDENTIFICATION

The DIF projects identification table illustrates the following reporting requirements defined by California Government Code Section 66006 (b):

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

The Sewer Capacity Charge Fee projects identification table illustrates the following reporting requirements defined by California Government Code Section 66013 (d):

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

- An identification of each public improvement that is anticipated to be undertaken in the following fiscal year.

CITY OF STANTON
Developer Impact Fees Project Identification
Fiscal Year Ended June 30, 2025

Project No.	Project Name	Project Phase	Estimated Completion Date	Estimated Project Cost	Developer Impact Fees: Budget Through 6/30/2025	Developer Impact Fees: Actual Through 6/30/2025	% Complete	% Funded with Developer Impact Fees
Streets Impact Fee (Fund 261)								
211-3510-710205	Cerritos Avenue Widening Project	Completed	June 2020	$ 208,963	$ 140,200	$ 140,200	100.0%	67.1%
N/A	Garden Grove Blvd. Widening (East of Beach Blvd.)	Not Planned	N/A	1,300,000	-	-	0.0%	0.0%
N/A	Dale Ave. Widening (North of Lola Ave. to S. of Chapman)	Not Planned	N/A	4,225,000	-	-	0.0%	0.0%
N/A	Cerritos Avenue Widening (W. of Knott Ave. to E. of Magnolia)	Not Planned	N/A	5,225,000	-	-	0.0%	0.0%
N/A	Katella Widening (Beach to Dale)	Not Planned	N/A	1,100,000	-	-	0.0%	0.0%
		Total Streets DIF		**12,058,963**	**140,200**	**140,200**	**1.2%**	**1.2%**
Traffic Signals Impact Fee (Fund 262)								
2021-105	Fiscal Year 2020/21 Annual Traffic Signal Improvements	Completed	June 2022	109,784	109,784	109,784	100.0%	100.0%
N/A	Traffic Signal at Katella Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Katella Ave./Magnolia Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Orangewood Ave./Knott Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Orangewood Ave./Western Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Orangewood Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Chapman Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Lampson Ave./Beach Blvd.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Garden Grove Blvd./Beach Blvd.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Knott Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Western Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Beach Blvd.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Magnolia Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
		Total Traffic Signals DIF		**13,109,784**	**109,784**	**109,784**	**0.8%**	**0.8%**
Community Centers Impact Fee (Fund 263)								
N/A	Additional 14,170 square feet of community centers	Not Planned	N/A	2,210,000	-	-	0.0%	0.0%
		Total Community Centers DIF		**2,210,000**	**-**	**-**	**0.0%**	**0.0%**
Police Facilities Impact Fee (Fund 264)								
N/A	Additional 4,000 square feet of police facilities	Not Planned	N/A	**2,000,000**	**-**	**-**	**0.0%**	**0.0%**

Note:
(1) This schedule was prepared based on the 2011 Developer Impact Fee Nexus Study and the City's Capital Improvement Program Budget.

CITY OF STANTON
Sewer Capacity Charge Fees Project Identification
Fiscal Year Ended June 30, 2025

Project No.	Project Name	Project Phase	Estimated Completion Date	Estimated Project Cost	Sewer Capacity Charge Fees Portion			
					Budget	Actual	% Complete	% Funded with Sewer Capacity Charges
Fiscal Year 2024/25								
N/A	No expenditures were incurred during Fiscal Year 2024/25.							
Planned Projects for Future Fiscal Years								
N/A	None.							

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: December 9, 2025

SUBJECT: **LICENSE AGREEMENT WITH ORANGE COUNTY FLOOD CONTROL DISTRICT FOR STANTON STORM CHANNEL BRIDGE AT STANTON PARK**

REPORT IN BRIEF:

The replacement of the pedestrian bridge at Stanton Park required the City to obtain an encroachment permit from the Orange County Flood Control District, which included a condition that the City enter into this License Agreement. The agreement has a ten-year term, and the City is required to pay the Orange County Flood Control District a one-time fee of $5,500 for the duration of the license.

RECOMMENDED ACTION:

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment; and

2. Approve the Orange County Flood Control District License Agreement to allow the placement of a pedestrian bridge over the Stanton Storm Channel (District Facility No. C02S01) for a ten-year term; and

3. Authorize the City Manager to execute the License Agreement with Orange County Flood Control District.

BACKGROUND:

In late June 2023, a vehicle collided with a pedestrian bridge spanning the Stanton Storm Drain Channel at Stanton Park, causing significant damage to the bridge. Due to immediate safety concerns, the bridge was promptly closed and secured.

On May 27, 2025, the City Council accepted the completion of the replacement for the pedestrian bridge. The replacement of the pedestrian bridge required the City to obtain an encroachment permit from the Orange County Flood Control District, which included a condition that the City enter into this License Agreement.

ANALYSIS/JUSTIFICATION:

The City may enter into a License Agreement with the Orange County Flood Control District to continue to allow the installation of a pedestrian bridge over the Stanton Storm Channel. The proposed agreement includes a ten-year term, a one-time license fee of $3,000, and a one-time administrative fee of $2,500, for a total cost of $5,500 over the duration of the license.

After the initial ten-year license term is completed, an extension of the agreement potentially up to 50 years will require approval from the Orange County Board of Supervisors, which will include an additional administrative fee. With respect to the license fee, because the pedestrian bridge serves public use, the Orange County Flood Control District typically applies only minimal increases of no more than approximately 2%.

FISCAL IMPACT:

The total cost of the ten-year agreement is $5,500. During the mid-year annual budget review, the current Fiscal Year 2025/2026 operating budget will be evaluated to determine if additional appropriations are needed for this new license agreement in Account No. 101-3100-608100.

ENVIRONMENTAL IMPACT:

This action requested in this report is categorically exempt under the California Environmental Quality Act, Section 15061 (b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment.

LEGAL REVIEW:

The City Attorney has reviewed the License Agreement.

STRATEGIC GOAL:

Goal 3. Provide quality infrastructure.

Prepared by: Cesar Rangel P.E., Public Works Director/City Engineer
Fiscal Impact Reviewed by: Sharon del Rosario, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENT:

A. License Agreement

Project: Stanton Storm Channel Bridge
Licensee: The City of Stanton
Site: Parcel No. 450/Facility No. C02S01

LICENSE AGREEMENT

THIS LICENSE **("License")** is made _____ , 2025, **("Effective Date")** by and between ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as **"District"** and the CITY OF STANTON, a Municipal Corporation, hereinafter referred to as **"Licensee,"** without regard to number or gender. District and Licensee may sometimes hereinafter individually be referred to as **"Party,"** or jointly as **"Parties."**

1. DEFINITIONS (SRLic-1.0 S)

The following words in this License shall have the significance attached to them in this Clause 1 (DEFINITIONS), unless otherwise apparent from context:

"**Channel**" means the Stanton Storm Channel (District's Facility No. C02S01)

"**Chief Real Estate Officer**" means the Chief Real Estate Officer, County Executive Office, Real Estate Section, County of Orange, or upon written notice to Licensee, such other person as shall be designated by the County Executive Officer.

"**County**" means the County of Orange, a political subdivision of the State of California.

"**County Executive Officer**" means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to Licensee, such other person or entity as shall be designated by the Board of Supervisors.

"**Director**" means Orange County's Director, OC Public Works, or designee.

2. LICENSE AREA (SRLic-1.1 S)

District grants to Licensee the non-exclusive right to use that certain property hereinafter referred to as "**License Area**," described in Exhibit A and shown on Exhibit B, which exhibit is attached hereto and by reference made a part hereof. This right also includes reasonable and non-exclusive rights to access the License Area.

3. USE (SRLic-1.2 N)

Licensee's use of the License Area shall be non-exclusive and limited to the planning, design, construction, maintenance, repair and operation of a bridge and any appurtenances related thereto ("**Licensee Improvements**")to provide bicycle and pedestrian ingress and egress over the Channel (City motorized maintenance vehicles are allowed) in accordance with County Property Permit FE24-0351. Licensee agrees not to use the License Area for any other purpose nor to engage in or permit any other activity within or from the License Area. If Licensee wishes to use the License Area for any other

purpose then those listed above, then Licensee must obtain prior written approval of such use from the Director, which shall be approved or denied in the Director's sole and absolute discretion, and Licensee may be required to obtain a County Property Permit through Orange County's Property Permit **("CPP")** department with payment of normal processing fees therefor.

Licensee further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the License Area, not to commit or permit to be committed waste on the License Area, and to comply with all governmental laws and regulations in connection with its use of the License Area.

NO ALCOHOL, TOBACCO, OR MARIJUANA PRODUCTS SHALL BE SOLD FROM OR CONSUMED WITHIN THE LICENSE AREA. DRINKING ALCOHOLIC BEVERAGES AND SMOKING OF ANY KIND IS PROHIBITED INSIDE ANY BUILDING WITHIN THE LICENSE AREA.

4. DISTRICT'S USE RESERVATIONS AND RIGHT OF ENTRY (1.3 S)

Licensee acknowledges and understands that the License Area lies within an area required for improvements and operation related to a flood control area which are an integral part of a flood control and water conservation system that District operates to fulfill its primary function of protecting life and property. District reserves the right for itself, from time to time, without unreasonable interference, to access, enter and use the License Area. All rights reserved to the District in this Lease shall be exercised by District at its sole and absolute discretion. Use of the License Area by Licensee shall be at all times subordinate to use by the District for activities related to flood control or water conservation, including potential flooding of License Area. Licensee shall cooperate with District and or any of the person or entity acting for, on behalf of or cooperating with the District, during scheduled operations or unanticipated events that require access to the License Area. District shall make best efforts to plan and notify Licensee in advance of its intent to access the License Area. No action by District in exercise of its flood control and water conservation purposes shall be a basis for claim by Licensee of damage, expense, loss, or liability of any kind or nature. Licensee waives all claims and recourse against District, including the right of contribution for loss or damage of persons or property arising from growing out of or in any way connected with this Lease, including each and every type of damage caused by flooding, erosion, closures, or otherwise to the License Area that may result from the District 's flood control facilities, work in, on or near the License Area, except claims arising from the concurrent active or sole negligence of the District.

5. PARKING (SRLic-1.4 S) – *Intentionally Omitted*

6. TERMINATION OF PRIOR AGREEMENTS (SRLic-1.5 S) – *Intentionally Omitted*

7. TERM (SRLic-1.6 S)

This License shall commence on the Effective Date first written above and shall continue in effect for ten (10) years, ("**Term**") unless sooner terminated in accordance with Clause 8 (TERMINATION) of this License.

8. TERMINATION (SRLic-1.7 S)

This License shall be revocable by either District or Licensee at any time; however, as a courtesy the terminating Party will attempt to give thirty (30) days written notice to the non-terminating Party prior to the termination date.

9. LICENSE FEE (SRLic-1.8 S)

Licensee agrees to pay District, on or before the Effective Date, a lump sum of three thousand dollars ($3,000) as a one-time fee for the use of the License Area ("**License Fee**") during the Term. The License Fee shall be paid without deduction or offset, in lawful money of the United States.

10. PAYMENT PROCEDURE (SRLic-1.9 S)

The License Fee and other payments due under this License shall be delivered to:

Orange County Treasurer-Tax Collector, Revenue Recovery/Accounts Receivable Unit,
P.O. Box 4005, Santa Ana, California 92702-4005
(or may be delivered to 625 N. Ross Street, Bldg. 11, Room G58, Santa Ana 92701- 4063)

The designated place of payment may be changed at any time by the District upon ten (10) days' written notice to Licensee. License Fee payments made by check are to be made payable to "ORANGE COUNTY FLOOD CONTROL DISTRICT" and identified with the facility number in the memo line of the check. Licensee assumes all risk of loss if payments are made by mail.

No payment by Licensee or receipt by District of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as payment be deemed an accord and satisfaction, and District shall accept such check or payment without prejudice to District's right to recover the balance of said payment or pursue any other remedy in this License. Nor shall District's acceptance of a lesser amount due or delay in pursuing full payment act as a legal bar against District's recovery of any amount due under this License.

All sums due under this License shall be paid in lawful money of the United States of America, without offset or deduction or prior notice or demand.

11. CHARGE FOR LATE PAYMENT (SRLic-2.0 S) – *Intentionally Omitted*

0. LICENSE ADMINISTRATIVE COST (SRLic-2.1 N)

In addition to the License Fee specified in Clause 9 (LICENSE FEE) of this License, Licensee shall pay a one-time administrative cost in connection with the negotiation and processing of this License in the amount of two thousand five hundred dollars ($2,500.00) to District prior to, or contemporaneous with, execution of this License by District, as a condition precedent. Said amount shall be deemed earned by District upon District's execution of this License and is not refundable.

1. MAINTENANCE OBLIGATIONS OF LICENSEE - CONDITIONS AND CARE OF LICENSE AREA (SRLic-2.2 N)

Licensee shall, to the satisfaction of the Director, and at no cost to District, keep and maintain the License Area and Licensee's Improvements in good and safe condition, and shall at all times conduct all operations within the License Area in a safe and responsible manner. Licensee shall keep the License Area clean and in good repair and clear of rubbish, litter, graffiti and animal waste at all times at Licensee's sole cost and expense. It shall be Licensee's responsibility to take all steps necessary or appropriate to maintain such standard of condition, repair and operation.

Licensee shall designate in writing to Director, a representative who shall be responsible for the day-to-day operation and level of maintenance and general order of the Licensee Improvements and License Area. Licensee shall promptly, at its sole cost and expense, repair or replace any portion of the bridge, facilities, equipment, fencing, gates, signs, posts, landscaping or improvements on the Property located under, over, within or adjacent to the License Area that are disturbed, damaged, vandalized or destroyed as a result of activities in the exercise of Licensee's rights hereunder. Such repair or restoration shall be to approximately the same quality of material, workmanship and condition as existed prior to such damage or destruction.

With the exception of maintaining and operating the Channel, District shall have no obligation to maintain or make any repairs or replacements to any area in, on, over, under or about the License Area and Licensee shall bear all responsibility and liability associated with any maintenance or operation of the bridge.

If Licensee fails to maintain or make repairs or replacements as required herein, Director may notify Licensee in writing of said failure. Should Licensee fail to correct the situation within a reasonable time thereafter as established by Director, Director may have the necessary correction made and the cost thereof, including but not limited to the cost of labor, materials, and equipment and a fifteen percent (15%) administration fee of such costs, shall be paid by Licensee within ten (10) days following receipt of a statement of said cost from Director. Director may, at Director's option, choose other remedies available herein, or by law.

12. LICENSEE UTILITY OBLIGATIONS (SRLic-2.3 S)

Licensee shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the License Area.

13. CONSTRUCTION AND/OR ALTERATION BY LICENSEE (SRLic-2.4 S)

Licensee shall have all construction, including the installation of any systems, facilities or equipment, and/or maintenance plans approved in writing by the Director, through the CPP department with payment of normal processing fees therefor, prior to commencement of any work in, on, over, under, across or about the License Area; and upon completion of any such work, Licensee shall immediately notify Director in writing of such completion.

Director's approval of Licensee's construction and/or maintenance plans shall not be deemed approval from

the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements. District is not responsible for permitting of any construction and/or maintenance, design, assumptions or accuracy of Licensee's construction and/or maintenance plans. Director will rely on the professional expertise of the Licensee's engineer of record when approving Licensee's construction and/or maintenance plans.

Should it be necessary for Licensee to conduct any construction, inspection or maintenance activities requiring the disturbance of the surface of the License Area or requiring the use of any specialized vehicles or equipment, including but not limited to cranes, within, over, under or about the License Area subsequent to the completion of the initial installation of Licensee's Equipment, Licensee agrees to notify Director in writing sixty (60) days in advance of such planned activities, obtain Director's written approval of all plans, and obtain a permit through CPP with payment of normal processing fees therefor, prior to commencement of any such activities. Said approval shall not be withheld unreasonably, nor shall said approval be necessary in any emergency situation or in conducting routine maintenance activities which do not involve use of District property outside of the License Area. However, Licensee shall notify Director within five (5) days following commencement of any emergency repair work, and if so requested by Director, Licensee shall secure a permit through CPP for the purpose of documenting such emergency work.

14. OWNERSHIP OF IMPROVEMENTS (SRLic-2.5 S)

All Licensee Improvements within the License Area must, upon completion, be free and clear all liens, claims, or liability for labor or material and at District's option shall be the property of District's at the termination of this License. District retains the right to require Licensee, at Licensee's cost, to remove all of Licensee's Improvements located on the License Area at the expiration or termination hereof. In the event that Licensee fails to remove said Licensee Improvements within fifteen (15) days following receipt of written notice from District to do so, such Licensee Improvements will be deemed abandoned, and Licensee shall lose all right, title and interest in and thereto, and District may elect (i) at Licensee's cost, to remove, demolish, or otherwise dispose of some or all of such items or (ii) sell or make use of any or all such items.

15. MECHANICS LIENS OR STOP-NOTICES (SRLic-2.6 S)

Licensee shall at all times indemnify, defend with counsel approved in writing by District and save District and the County of Orange harmless from all claims, losses, demands, damages, cost, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the License Area, and from the cost of defending against such claims, including attorneys' fees and costs.

In the event a lien or stop-notice is imposed upon the License Area as a result of such construction, repair, alteration, or installation, Licensee shall either:

A. Record a valid Release of Lien, or

B. Procure and record a bond in accordance with sections 8424 or 9364 of the Civil Code, which frees the License Area from the claim of the lien or stop-notice and from any action brought to foreclose the lien.

Should Licensee fail to accomplish either of the two optional actions above within fifteen (15) days after the filing of such a lien or stop-notice, the License shall be in default and shall be subject to immediate termination.

18. OPERATIONAL REQUIREMENTS OF LICENSEE (SRLic-2.7 S)

Licensee shall, to the satisfaction of District, keep and maintain the License Area and all improvements of any kind in good condition and in substantial repair, normal wear and tear excepted. It shall be Licensee's responsibility to take all steps necessary or appropriate to maintain such standard of condition and repair.

Licensee expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of District and in compliance with all applicable laws. District shall have the right to enter upon and inspect the License Area at any time to verify conformity with any terms and conditions of this License including cleanliness and safety.

If Licensee fails to maintain or make repairs or replacements as required herein, District may notify Licensee in writing of said failure. Should Licensee fail to correct the situation within three (3) business days thereafter, District may make or cause to be made the necessary correction, and the cost thereof, including, but not limited to, the cost of labor, materials, equipment, and administration, shall be paid by Licensee within ten (10) days of receipt of a statement of said cost from District. District may, at District's option, choose other remedies available herein, or by law.

Upon expiration or termination of the License, the License Area must be returned to its original condition, unless otherwise specified in writing by District, and the Licensee is solely responsible for any costs or damages.

19. INSURANCE (SRLic-2.8 S)

Licensee agrees to carry all required insurance or a program of self-insurance at Licensee's expense and provide to the District current Certificates of Insurance, including all endorsements required herein, necessary to satisfy the District that the insurance provisions of this License have been complied with. Licensee shall keep such insurance coverage current, provide Certificates of Insurance and endorsements to the District during the entire term of this License. Licensee shall deposit the Certificate of Insurance with CEO Real Estate, consistent with the Notice clause, through electronic correspondence on or before the Effective Date of this License and annually throughout the Term, as necessary to: insurance.ceore@ocgov.com.

Licensee agrees that Licensee shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a Certificate of Insurance and necessary endorsements or, in the interim, an official binder being in the possession of Director. In no cases shall assurances by Licensee, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Director will only accept valid Certificates of Insurance and endorsements, or in the interim, insurance binder as adequate evidence of insurance. Licensee also agrees that upon cancellation, termination, or expiration of Licensee's insurance, District may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the Director reinstates the License.

If Licensee fails to provide Director with a valid Certificate of Insurance and endorsements, or binder at any time during the term of the License, District and Licensee agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to Licensee, said material breach shall permit District to take whatever steps necessary to interrupt any operation from or on the License Area,

and to prevent any persons, including, but not limited to, members of the general public, and Licensee's employees and agents, from entering the License Area until such time as Director is provided with adequate evidence of insurance required herein. Licensee further agrees to hold District harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the District's action.

Licensee may occupy the License Area only upon providing to District the required insurance stated herein and carry such insurance for the entire term of this License. District reserves the right to terminate this License at any time Licensee's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. Licensee shall pay District a fee of five hundred dollars ($500) for processing the reinstatement of the License. Licensee shall provide to District immediate notice of said insurance cancellation or termination.

All contractors performing work on behalf of Licensee pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for Licensee. Licensee shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the District from the Licensee under this License. It is the obligation of the Licensee to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by Licensee through the entirety of this License and be available for inspection by a District representative at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars ($50,000.00) shall specifically be approved by the County's Risk Manager, or designee. The District reserves the right to require current audited financial reports from Licensee. If Licensee is self-insured, Licensee will indemnify and defend District for any and all claims resulting or arising from Licensee's use of the premises, services, or other performance in accordance with the indemnity provision stated in this License.

If the Licensee fails to maintain insurance acceptable to the District for the full term of this License, the District may terminate this License.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Licensee shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per accident or disease
Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all, contents, and any tenant improvements including Business Interruption/Loss of Rents with a 12 month limit.	100% of the Replacement Cost Value and no coinsurance provision
Pollution Liability	$1,000,000 per claims- made, or occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, Orange County Flood Control District, its elected and appointed officials, officers, employees, and agents* as Additional Insureds. Blanket coverage may also be provided which will state- As Required by Written Contract.

2) A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the Licensee's insurance is primary, and any insurance or self-insurance maintained by the County of Orange and Orange County Flood Control District shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, Orange County Flood Control District its elected and appointed officials, officers, employees, and agents*. Blanket coverage may also be provided which will state- As Required by Written Contract.

The Pollution Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1) An Additional Insured endorsement naming the *County of Orange, Orange County Flood Control District, its elected and appointed officials, officers, employees, and agents* as Additional Insureds.

2) A primary non-contributing endorsement evidencing that Licensee's insurance is primary, and any insurance or self-insurance maintained by the County of Orange and Orange County Flood Control District shall be excess and non-contributing.

Pollution Liability insurance must include coverage for bodily injury and property damage, including coverage for loss of use and/or diminution in property value, and for clean-up costs arising out of, pertaining to, or in any way related to the actual or alleged discharge, dispersal, seepage, migration, release or escape of contaminants or pollutants resulting from any services or work performed by, or behalf of, Licensee, including the transportation of hazardous waste, hazardous materials, or contaminants.

If Licensee's Pollution Liability policy is a claims-made policy, Licensee shall agree to the following:

1) The retroactive date must be shown and must be before the date of the contract or the beginning of the License.

2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of License.

3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the License, Licensee must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the License.

All insurance policies required by this license shall waive all rights of subrogation against the *County of Orange, Orange County Flood Control District, its elected and appointed officials, officers, employees, and agents* when acting within the scope of their appointment or employment.

The Commercial Property policy shall contain a Loss Payee endorsement naming the County of Orange and District as respects the County's financial interest when applicable.

Licensee shall provide thirty (30) days prior written notice of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of

the cancellation notice to District. Failure to provide written notice of cancellation may constitute a material breach of the License, upon which the District may suspend or terminate this License.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the District address provided in the Clause (NOTICES) below or to an address provided by Director. Licensee has ten (10) business days to provide adequate evidence of insurance, or this License may be cancelled.

District expressly retains the right to require Licensee to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect District.

District shall notify Licensee in writing of changes in the insurance requirements. If Licensee does not provide acceptable Certificates of Insurance and endorsements to District incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to Licensee, and District shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Licensee's liability hereunder nor to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer.

20. INDEMNIFICATION (SRLic-2.9 S)

Licensee hereby agrees to indemnify, hold harmless, and defend, District, its elected and appointed officials, officers, agents, employees, and those special districts and agencies which the Board of Supervisors acts as the governing board, with counsel approved by District, against any and all claims, loss, demands, damages, costs, expenses, or liability arising out of the ownership, maintenance, or use of the License Area, except for liability arising out of the negligence of District, its elected and appointed officials, officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

In the event District is named as co-defendant, Licensee shall notify District of such fact and shall represent District, with counsel approved by District, in such legal action unless District undertakes to represent itself as co-defendant in such legal action, in which event Licensee shall pay the District's litigation costs, expenses, and attorneys' fees. In the event judgment is entered against District and Licensee because of the concurrent negligence of District and Licensee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

21. HAZARDOUS MATERIALS (SRLic-3.0 S)

A. Definition of Hazardous Materials. For purposes of this License, the term "**Hazardous Material**" or "**Hazardous Materials**" shall mean any hazardous or toxic substance, material, product, byproduct, or waste, which is or shall become regulated by any governmental entity, including, without limitation, the District acting in its governmental capacity, the State of California, or the United States government.

B. Use of Hazardous Materials. Licensee or Licensee's employees, agents, independent contractors, or invitees (collectively "**Licensee Parties**") shall not cause or knowingly permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment, or disposed of on, under, from, or about the License Area (which for purposes of this Clause 21 shall include the subsurface soil and ground water). Notwithstanding the foregoing, Licensee may keep on or about the License Area small quantities of Hazardous Materials which are customarily used in connection with any permitted use of the License Area under this License (which Hazardous Materials shall be used and disposed of in compliance with all applicable Laws).

C. Licensee Obligations. If the presence of any Hazardous Materials on, under or about the License Area caused or permitted by Licensee or Licensee Parties results in (i) injury to any person, (ii) injury to or contamination of the License Area (or a portion thereof), or (iii) injury to or contamination of any adjacent real or personal property, Licensee, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the License Area to the condition existing prior to the introduction of such Hazardous Materials to the License Area and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of District under this License, Licensee shall pay the cost of any cleanup or remedial work performed on, under, or about the License Area as required by this License or by applicable laws in connection with the removal, disposal, neutralization, or other treatment of such Hazardous Materials caused or permitted by Licensee or Licensee Parties. Notwithstanding the foregoing, Licensee shall not take any remedial action in response to the presence, discharge, or release, of any Hazardous Materials on, under, or about the License Area caused or permitted by Licensee or Licensee Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of the Chief Real Estate Officer. All work performed or caused to be performed by Licensee as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, and other requirements for such work reasonably approved by District.

22. BEST MANAGEMENT PRACTICES (SRLic-3.1 S)

Licensee and all of its agents, employees and contractors shall conduct operations under this License so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays, and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System permits ("**Stormwater Permits**") to the County of Orange, and to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "**County Parties**") which regulate the discharge of urban runoff from areas within the District of Orange, including the License Areas and Access Area under this License. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan ("**DAMP**") which includes a Local Implementation Plan ("**LIP**") for each jurisdiction that contains Best Management Practices ("**BMPs**") that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure,

or structural control that is used for a given set of conditions to manage the quantity and improve the quality of storm water runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "**BMP Fact Sheets**") and contain pollution prevention and source control techniques to eliminate non-storm water discharges and minimize the impact of pollutants on stormwater runoff.

BMP Fact Sheets that apply to uses authorized under this License include the BMP Fact Sheets that are attached hereto and by reference made a part hereof as Exhibit B, which exhibit is attached hereto and by reference made a part hereof. These BMP Fact Sheets may be modified during the term of the License; and the Director of Orange County Public Works or Licensor shall provide Licensee with any such modified BMP Fact Sheets. Licensee, agents, contractors, representatives, and employees and all persons authorized by Licensee to conduct activities on the License Area shall, throughout the term of this License, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this License commences or as the Stormwater Permits may be modified. The BMPs applicable to uses authorized under this License must be performed as described within all applicable BMP Fact Sheets.

Licensee may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the Director of Orange County Public Works or Licensor for review and approval prior to implementation.

The Director of Orange County Public Works or authorized representative may enter the License Area and Access Area and/or review Licensee's records at any time to assure that activities conducted on the License Area and Access Area comply with the requirements of this Clause 22 (BEST MANAGEMENT PRACTICES). Licensee may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this Clause 22.

23. WATER QUALITY MANAGEMENT PLAN (SRLic-3.2 S) – *Intentionally Omitted*

24. LIMITATION OF THE LICENSE (SRLic-3.3 S)

This License and the rights and privileges granted Licensee in and to the License Area are subject to all covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the License Area. Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to Licensee of rights in the License Area which exceed those owned by District, or any representation or warranty, either express or implied, relating to the nature or condition of the License Area or District's interest therein. Licensee has accepted the License Area in its "as is"/"where is" condition.

25. UNLAWFUL USE (SRLic-3.4 S)

Licensee agrees no improvements shall be erected, placed upon, operated, nor maintained on the License Area, nor any business conducted or carried on therein or therefrom, in violation of the terms of this License, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

Further, all uses of the License Area by Licensee shall be conducted in accordance with all applicable law, ordinance, or regulation, including but not limited to any "**Environmental Laws**." "Environmental Laws"

means any federal, state, or local statute, ordinance, rule, regulation, order, consent decree, judgment, or common-law doctrine, and provisions and conditions of permits, licenses, and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals, or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges, or releases of chemical substances from industrial or commercial activities, or (D) regulation of the manufacture, use, or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage, and disposal.

26. NO ASSIGNMENT AND NO SUBAGREEMENTS (SRLic-3.6 S)

The License granted hereby is personal to Licensee and any assignment of said license by Licensee, voluntarily or by operation of law, shall automatically terminate the License granted hereby. Sublicenses or subleases are not authorized under this License and any attempt by Licensee to create any such sublicense or sublease shall be null and void and shall automatically terminate the License.

27. TAXABLE POSSESSORY INTEREST ASSESSMENTS (SRLic-3.7 S)

Should this License create any possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all assessments associated with said taxable possessory interest shall be the full responsibility of the Licensee, and Licensee shall cause said assessments to be paid promptly.

28. LABOR CODE COMPLIANCE (SRLic-3.8 S)

Licensee acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the Commencement Date of the term of this License or any such future improvements or modifications performed by Licensee shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than $1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, Licensee shall comply with the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this License for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications. The rates are available at the following website: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm from the Director of the State Department of Industrial Relations. Licensee shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates at all times for all improvements or modifications to be completed for District within the License Area. Licensee shall comply with the provisions of Sections 1775 and 1813 of the Labor Code. As required by applicable law, Licensee shall maintain certified payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Upon request Licensee shall provide the District updated certified payroll records for all workers that shall include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

If Licensee neglects, fails, or refuses to provide said payroll records to the District, upon request, such occurrence shall constitute an event of default of this License and District may, notwithstanding any other termination provisions contained herein terminate this License upon written notice to Licensee.

29. RIGHT TO WORK AND MINIMUM WAGE LAWS (SRLic-3.9 S)

In accordance with the United States Immigration Reform and Control Act of 1986, Licensee shall require its employees that directly or indirectly service the License Area or terms and conditions of this License, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Licensee shall also require and verify that its contractors or any other persons servicing the License Area or terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Division 2, Parts 4 and 7, Licensee shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the License Area, in any manner whatsoever. Licensee shall require and verify that all its contractors or other persons servicing the License Area on behalf of the Licensee also pay their employees no less than the greater of the Federal or California Minimum Wage.

Licensee shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the License Area or terms and conditions of this License.

Notwithstanding the minimum wage requirements provided for in this Clause 30, Licensee, where applicable, shall comply with the prevailing wage and related requirements pursuant to the provisions of Section 1773 of the Labor Code of the State of California.

30. SIGNS (SRLic-4.0 S)

Licensee agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon License Area. Licensee further agrees not to allow billboards or outdoor advertising signs upon the License Area.

31. AUTHORITY (SRLic-4.1 S)

The persons executing the License below on behalf of District or Licensee warrant that they have the power and authority to bind District or Licensee to this License.

If Licensee is a corporation, each individual executing this License on behalf of said corporation represents and warrants that he/she is duly authorized to execute and deliver this License on behalf of said corporation, in accordance with the by-laws of said corporation, and that this License is binding upon said corporation.

32. LICENSE ORGANIZATION (SRLic-4.2 S)

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

33. AMENDMENTS (SRLic-4.3 S)

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

34. PARTIAL INVALIDITY (SRLic-4.4 S)

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

35. WAIVER OF RIGHTS (SRLic-4.5 S)

The failure of Licensee or District to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that Licensee or District may have, and shall not be deemed a waiver of the right or act as a legal bar to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

36. GOVERNING LAW AND VENUE (SRLic-4.6 S)

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

37. ATTORNEYS' FEES (SRLic-4.7 S)

In the event of a dispute between District and Licensee concerning claims arising out of this License, or in any action or proceeding brought to enforce or interpret any provision of this License or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

38. TIME OF ESSENCE (SRLic-4.8 S)

Time is of the essence of this License Agreement. Failure to comply with any time requirements of this License shall constitute a material breach of this License.

39. INSPECTION (SRLic-4.9 S)

District or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this License are being complied with.

40. INSPECTION OF LICENSE AREA BY A CERTIFIED ACCESS SPECIALIST (SRLic-5.0 S) – *Intentionally Omitted*

41. PERMITS AND LICENSES (SRLic-5.1 S)

Licensee shall be required to obtain and maintain throughout the Term of this License any and all permits and/or licenses which may be required in connection with the operation of the License Area as set out herein. No permit, approval, or consent given hereunder by District, in its governmental capacity, shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by District, as a Party to this License, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

42. PAYMENT CARD COMPLIANCE (SRLic-5.2 S) – *Intentionally Omitted*

43. NONDISCRIMINATION (SRLic-5.3 S)

Licensee agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this License. Licensee shall make its accommodations and services available to the public on fair and reasonable terms.

44. CONDITION OF LICENSE AREA UPON TERMINATION (SRLic-5.4 S)

Except as otherwise agreed to herein or in subsequent approval in writing by District, upon termination of this License, Licensee shall redeliver possession of said License Area to District in substantially the same condition that existed immediately prior to Licensee's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

45. DISPOSITION OF ABANDONED PERSONAL PROPERTY (SRLic-5.5 S)

If Licensee abandons the License Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to Licensee and left on the License Area ten (10) days after such event shall be deemed, at District's option, to have been transferred to District. District shall have the right to remove and to dispose of such personal property without liability therefor to Licensee or to any person claiming under Licensee and shall have no need to account therefor.

46. PUBLIC RECORDS (SRLic-5.6 S)

Any and all written information submitted to and/or obtained by District from Licensee or any other person or entity having to do with or related to this License and/or the License Area, either pursuant to this License or otherwise, at the option of District, may be treated as a public record open to inspection by the public pursuant to the California Public Records Act (Government Code Section 7920.000, et seq.) as now in force

or hereafter amended, or any Act in substitution thereof, or otherwise made available to the public and Licensee hereby waives, for itself, its agents, employees, sublicensees, and any person claiming by, through or under Licensee, any right or claim that any such information is not a public record or that the same is a trade secret or confidential information and hereby agrees to indemnify and hold District harmless from any and all claims, demands, liabilities, and/or obligations arising out of or resulting from a claim by Licensee or any third party that such information is a trade secret, or confidential, or not subject to inspection by the public, including without limitation reasonable attorneys' fees and costs.

47. RELATIONSHIP OF PARTIES (SRLic-5.7 S)

The relationship of the Parties hereto is that of Licensor and Licensee, and it is expressly understood and agreed that District does not in any way or for any purpose become a partner of or a joint venture with Licensee in the conduct of Licensee's business or otherwise, and any provisions of this License and the agreements relating to money payable hereunder are included solely for the purpose of providing a method by which such payments are to be measured and ascertained.

48. RELOCATION OF LICENSEE IMPROVEMENTS (SRLic-5.8 S)

Licensee agrees that in the event Director determines that Licensee Improvements will interfere with the operation, maintenance, replacement, or improvement of Districts Channel flood control facilities or property Licensee shall, within ninety (90) days of receipt of written notice from Director, and at Licensee's sole cost and expense arrange for the removal of Licensee Improvements from the License Area and any reinstallation of Licensee Improvements within the License Area. Under no circumstance shall District be obligated to provide a relocation site for Licensee Improvements and/or equipment during such period of interference.

49. UNAUTHORIZED USE AND DAMAGE FEE (SRLic-5.9 S)

If Licensee continues to use or store personal property in the License Area after the termination of this License or expiration of the Term, without a written agreement between the Parties authorizing such continued use or storage, such use and/or storage shall be an unauthorized use and trespass of the License Area. Licensee agrees the damages owed for such unauthorized use and/or trespass by Licensee shall be two hundred percent (200%) of the monthly License Fee in effect at the expiration or termination of this License ("**Damage Fee**"). The Parties agree that this amount is a reasonable and fair assessment of the District's damages in such a situation. The Damage Fee will be prorated to date of Licensee's last trespass or the date Licensee's property is removed from the License Area, whether removal is performed by Licensee or District pursuant to Clause 46 (DISPOSITION OF ABANDONED PERSONAL PROPERTY), whichever occurs last, and is payable within fifteen (15) days after demand from District.

This Damage Fee shall not address any additional costs or damages incurred by the District if it is compelled to return the License Area to its original condition, which may include the costs of removing property Licensee left in the License Area. These costs shall be borne by the Licensee independent of the Damage Fee and shall be paid to District no later than fifteen (15) days after demand from District.

Nothing contained herein shall grant Licensee any right to remain within the License Area after the License has expired or terminated. The District shall be entitled to enforce this Damage Fee language after termination or expiration of this License; this Clause 50 shall survive the termination or expiration of this

License. This Clause is not exclusive of District's rights and remedies if an unauthorized use or trespass occurs, and District reserves all rights and remedies against Licensee according to law.

50. NOTICES (SRLic-6.0 S)

All written notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: District	To: Licensee
Orange County Flood Control District c/o: CEO Real Estate Services P.O. Box 4048 Santa Ana, CA 92702-4048 RE: C02S01-450	City of Stanton – Attn: City Engineer, Public Works Department 7800 Katella Avenue Stanton, CA 90680 (714) 890-4205

Any and all insurance related mail shall include the License number and project name, and Licensee shall email all insurance certificates and insurance-related correspondence to: insurance.ceore@ceo.oc.gov.

51. COUNTERPARTS (SRLic-6.1 S)

This License may be executed in one or more electronic or original counterparts, each of which will be deemed an original signature but all of which together will constitute one and the same instrument.

52. RECORDING PROHIBITED

This License may not be recorded.

53. ATTACHMENTS TO LICENSE (SRLic-6.2 S)

This License includes the following, which are attached hereto and made a part hereof:

I. EXHIBITS

Exhibit A – Legal Description
Exhibit B – Depiction
Exhibit C – Best Management Practices **("BMP" FACT SHEETS)**

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

Approved as to Form:
Office of the County Counsel
Orange County, California

DISTRICT

ORANGE COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By: _____
Thomas A. Miller
Chief Real Estate Officer
Pursuant to Minute Order 2/25/2014

By:
Deputy

Date: _____

LICENSEE

The City of Stanton
a municipal corporation

By: _____
Hannah Shin-Heydorn
City Manager

ATTEST:

_____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM BY THE
CITY ATTORNEY FOR THE CITY
OF STANTON, CALIFORNIA

_____
HongDao Nguyen
City Attorney

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION
FACILITY: STANTON STORM CHANNEL
FACILITY NO.: C02S01
PARCEL NO.: 450

A STRIP OF LAND 8.00 FEET WIDE, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, OVER THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 26, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, DESCRIBED IN THE GRANT DEED TO ORANGE COUNTY FLOOD CONTROL DISTRICT, A BODY CORPORATE AND POLITIC, RECORDED OCTOBER 3, 1961 IN BOOK 5867, PAGE 714 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERLY TERMINUS OF THAT CERTAIN COURSE DECRIBED AS "SOUTH 89°39'07" WEST 1487.02 FEET" IN SAID DEED; THENCE SOUTH 00°20'53" EAST 17.00 FEET TO THE INTERSECTION WITH THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN QUITCLAIM DEED TO THE ALAMITOS SCHOOL DISTRICT, RECORDED MARCH 3, 1960 IN BOOK 5127, PAGE 234 OF OFFICIAL RECORDS IN SAID COUNTY RECORDER'S OFFICE, SAID INTERSECTION ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 217.00 FEET, A RADILAL LINE TO SAID BEGINNING BEARS SOUTH 00°20'53" EAST; THENCE NORTHWESTERLY 177.40 FEET ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 46°50'25" TO THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID BOUNDARY NORTH 45°26'07" EAST 45.01 FEET TO THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN SAID GRANT DEED RECORDED IN SAID BOOK 5867, PAGE 714 OF OFFICIAL RECORDS.

THE SIDELINES OF SAID STRIP TO BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE NORTHEASTERLY BOUNDARY OF SAID BOOK 5867, PAGE 714 OF OFFICIAL RECORDS AND SOUTHWESTERLY IN THE NORTHERLY BOUNDARY OF THE LAND DESCRIBED IN SAID QUITCLAIM DEED RECORDED IN BOOK 5127, PAGE 234 OF OFFICIAL RECORDS.

ALL AS MORE PARTICULARLY SHOWN ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

CONTAINING 360 SQUARE FEET, MORE OR LESS.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, RIGHTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREPARED BY ME OR UNDER MY DIRECTION.

DATED THIS 26th DAY OF JUNE, 2025.

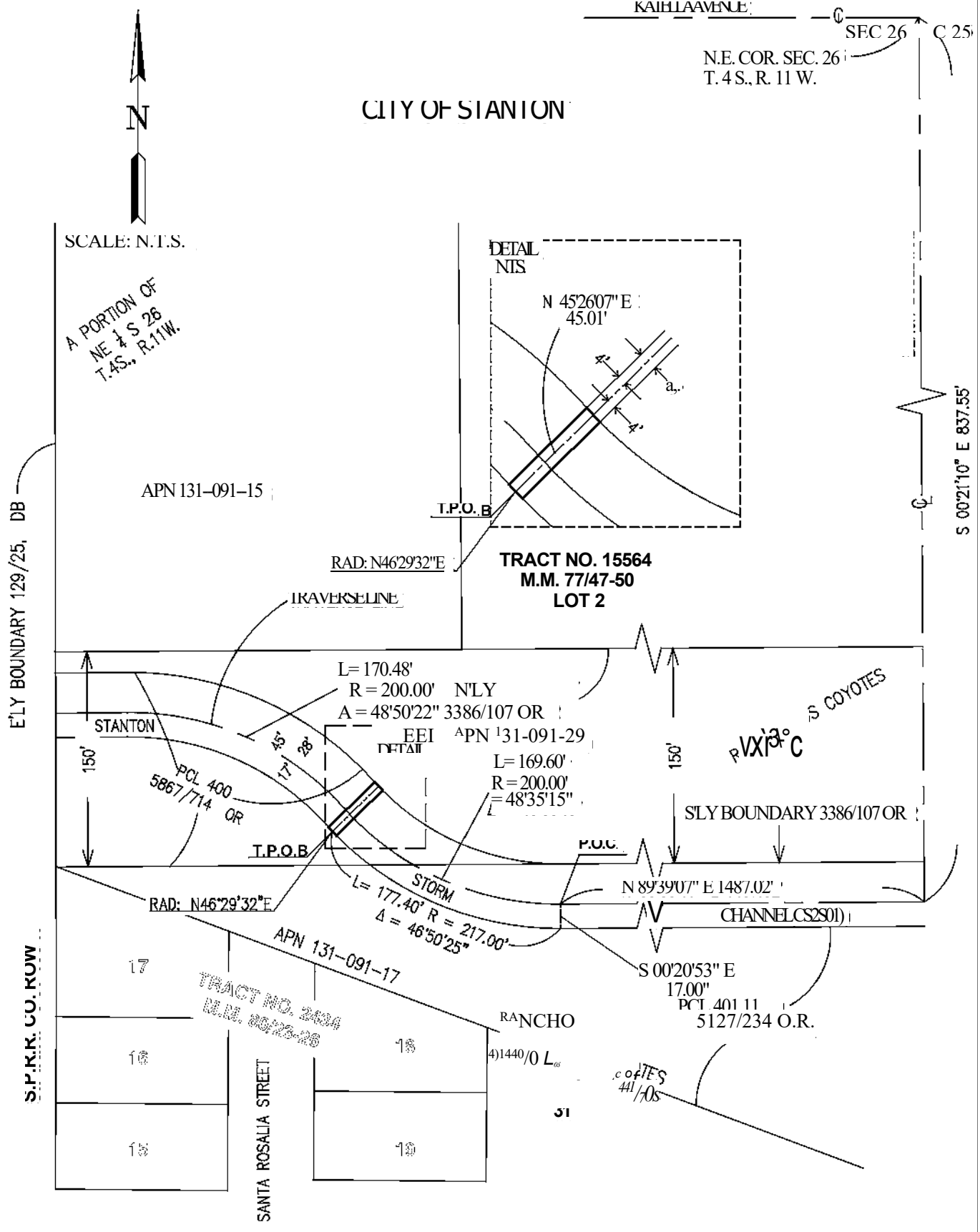


GWEN-VERA DEL CASTILLO, PLS 5108

Gwen-Vera del Castillo

EXHIBIT B

LICENSE AREA DECPICTION)



JOB #: 124-025-01	EXHIBIT "B"	COAST SURVEYING, INC.
DATE: 7/10/25	002501 - 450	15031 PARKWAY LOOP, SUITE B
SCALE: N, T, S.		TUSTIN, CA 92780-6527 (714) 918-6266
SHEET 1 OF 1		

EXHIBIT C

BEST MANAGEMENT PRACTICES ("BMP" FACT SHEETS)

Licensee shall be responsible for implementing and complying with all BMP Fact Sheet requirements that apply to this Licensee's operations. Licensee is to be aware that the BMP clause within this License, along with all related BMP Exhibits, may be revised, and may incorporate more than what is initially being presented in this License.

Suggested BMPs Fact Sheets may include, but may not be limited to, the following list shown below and can be found at: http://ocwatersheds.com/documents/bmp (website may change from time to time):

- IC3 Building Maintenance
- IC5 Concrete & Asphalt Production, Application, & Cutting
- IC6 Contaminated or Erodible Surface Areas
- IC7 Landscape Maintenance
- IC9 Outdoor Drainage from Indoor Areas
- ICl0 Outdoor Loading/Unloading of Materials
- IC11 Outdoor Process Equipment Operations & Maintenance
- IC12 Outdoor Storage of Raw Materials, Products, & Containers
- IC13 Over Water Activities
- IC14 Painting, Finishing, & Coatings of Vehicles, Boats, Buildings, & Equipment
- IC15 Parking & Storage Area Maintenance
- IC17 Spill Prevention & Cleanup
- IC21 Waste Handling & Disposal
- IC24 Wastewater Disposal Guidelines

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: December 9, 2025

SUBJECT: **AWARD A PROFESSIONAL SERVICE AGREEMENT FOR THE VIA IRANA AND VIA KANNELA SEWER REPLACEMENT AND STREET IMPROVEMENT DESIGN PROJECT**

REPORT IN BRIEF:

The City's annual sewer rehabilitation project, per the Sewer Master Plan, for Fiscal Year 2025/2026 identified rehabilitating approximately 1,509 linear feet of existing 8-inch sewer pipe on Via Irana and Via Kannela and resurfacing the streets as construction for the sewer pipe replacement will severely impact the street conditions. Staff recommends awarding a Professional Services Agreement to RKA Consulting Group for professional design services for the Via Irana and Via Kannela Sewer Replacement and Street Improvement Project.

RECOMMENDED ACTION:

1. City Council declare this project to be exempt under the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(b) as maintenance, repair and minor alteration of existing publicly owned sewer utilities and Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing streets, sidewalks, gutters, and similar facilities; and

2. Award a Professional Services Agreement to RKA Consulting Group for Professional Design Services for the Via Irana and Via Kannela Sewer Replacement and Street Improvement Project in the amount of $105,145; and

3. Authorize the City Manager to bind the City of Stanton and RKA Consulting Group in an Agreement to provide the services; and

4. Authorize the City Manager to approve a contingency, in the amount of $10,515 to RKA Consulting Group.

BACKGROUND:

On July 9, 2024, the City adopted the 2024 Sewer Master Plan Update which assessed the capacity and condition of the City's sewer collection system which incorporated housing element information and provided recommendations to address deficiencies. The Master Plan Update recommended sewer improvement projects to be constructed over the next 10 years.

The Via Irana and Via Kannela Sewer Replacement and Street Improvement Project consists of replacing approximately 1,509 linear feet of existing 8-inch sewer pipe, rehabilitating existing manholes, reconnection of service laterals, and if necessary, a by-pass pumping plan and rehabilitating existing asphalt pavement in the street. The current pavement conditions for both streets are good; however, construction will severely impact the condition of the pavement after replacing the sewer lines.

ANALYSIS/JUSTIFICATION:

A Request for Proposals (RFP) was issued on September 18, 2025, with a proposal due date of October 16, 2025 and ten firms provided proposals.

An internal City review committee consisting of the Assistant City Engineer, Civil Engineer, and Senior Public Works Inspector evaluated the proposals. The review committee established their scoring and ranking on criteria that included staffing capabilities & technical competence, approach to work, past performance demonstrating record of success and qualifications, and cost. The consultants were ranked as follows:

Rank	Consultant	Fee Proposal
1	RKA Consulting Group	$ 105,145.00
2	Tait & Associates, Inc.	$ 99,610.00
3	Willdan	$ 115,750.00
4	West & Associates Engineering, Inc.	$ 81,500.00
5	Hunsaker & Associates Irvine, Inc.	$ 129,630.00
6	Harris & Associates, Inc.	$ 165,705.50
7	PSOMAS	$ 230,802.00
8	TKE Engineering, Inc.	$ 175,770.00
9	Dokken Engineering	$ 213,545.00
10	Dudek	$ 227,148.00

Per the City's Purchasing and Contracting Guidelines, proposals must be evaluated using the Qualification-Based Selection process in accordance with Public Law 92-582, which requires that the selection of professional services be based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services at a fair and reasonable price.

Based on the results of the RFP process, RKA Consulting Group demonstrates competence through their proposal and is qualified to provide design services for the project. RKA Consulting Group successfully completed the design for the FY 24/25 Sewer Rehabilitation Project.

FISCAL IMPACT:

The Fiscal Year 2025-26 Adopted Operating Budget includes $180,000 for design of the Via Irana and Via Kannela Sewer Replacement and Street Improvement Project (Annual Sewer Rehabilitation Project, Task Code 2026-301). The following table presents an estimated breakdown of the total project cost:

Description	Amount
Consultant Contract	$ 105,145.00
Contingency (10%)	$ 10,515.00
Total	$ 115,660.00

ENVIRONMENTAL IMPACT:

The project is exempt under the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(b) as maintenance, repair and minor alteration of existing publicly owned sewer utilities and Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing streets, sidewalks, gutters, and similar facilities.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC GOAL:

Goal 3. Provide quality infrastructure

Prepared by: Han Sol Yoo, P.E., Civil Engineer
Reviewed by: Cesar Rangel, P.E., Public Works Director/City Engineer
Fiscal Impact Reviewed by: Sharon del Rosario, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENT:

A. Professional Services Agreement

CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
VIA IRANA & VIA KANNEL SEWER REPLACEMENT AND STREET IMPROVEMENT DESIGN CONSULTING SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of December, 2025, 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 **RKA Consulting Group,** a **CORPORATION**, with its principal place of business at **398 Lemon Creek Drive, Suite E, Walnut, CA 91789** ("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 **design** consulting services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **design** consulting services to public clients, is licensed in the State of California, and is familiar with the project.

2.2 Project.

City desires to engage Consultant to render such services for the **Via Irana & Via Kannela Sewer Replacement and Street Improvement Design** 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 **design** consulting 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 9, 2025** to **December 31, 2026**, 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 FormW-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: **Cody Howing.**

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

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

3.2.6 Consultant's Representative. Consultant hereby designates **Cody Howing,** 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 lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **One Hundred Five Thousand One Hundred Forty-Five** DOLLARS (**$ 105,145.00**) ("Total Compensation") without written approval of City's **Director of Public Works**. 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:

RKA Consulting Group
398 Lemon Creek Drive, Suite E
Walnut, CA 91789
Attn: **Cody Howing**

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Cesar Rangel, Director 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 attorney 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, California.

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 _____, 2025.

CITY OF STANTON

By:_____
Hannah Shin-Heydorn
City Manager

ATTEST:

By:_____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

By:_____
Best Best & Krieger LLP
City Attorney

RKA CONSULTING GROUP

By:_____
Name:
Title:

By:_____
Name:
Title:

EXHIBIT "A"

SCOPE OF SERVICES

City of Stanton

Proposal for:Professional Design for Via Irana & Via Kannela Sewer Replacement and Street Improvement Project

October 16, 2025



Submitted to:
City of Stanton
Public Works & Engineering Department
7800 Katella Avenue
Stanton, CA 90680-3162

Attention: Cesar Rangel, P.E.,
Director of Public Works/City Engineer

Submitted by:
RKA Consulting Group
398 Lemon Creek Drive, Suite E
Walnut, CA 91789
www.rkagroup.com
(909) 594-9702

RKA CONSULTING GROUP

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01 Letter of Transmittal

RKA CONSULTING GROUP

LETTER OF TRANSMITTAL

RKA CONSULTING GROUP
398 Lemon Creek Drive, Suite E
Walnut, California 91789
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office: (909) 594-9702 | Fax: (909) 594-2658

October 16, 2025

Cesar Rangel, P.E.
Director of Public Works /City Engineer
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162

Re: Proposal for the Professional Design for Via Irana & Via Kannela Sewer Replacement and Street Improvement Project

Dear Cesar,

RKA Consulting Group (RKA) is pleased to submit our proposal to provide professional engineering services for the City of Stanton's (City) Via Irana and Via Kannela Sewer Replacement and Street Improvement Project. Our team is enthusiastic about the opportunity to build on our past partnership with the City to deliver cost-effective, high-quality improvements that will enhance the sewer system's water flow and rehabilitate existing asphalt pavement in the street by making all driveway approaches ADA compliant and replacing any damaged curb, gutter and sidewalk.

RKA Commitment

We value our existing partnership with the City of Stanton on previous project, "Fiscal Year 2024/2025 Sewer Rehabilitation Project." Building on that success, our goal is to apply the same design principles, while incorporating drainage upgrades, ADA improvements, and detailed Plans, Specifications, & Estimate (PS&E) package.

As Principal-in-Charge, I, Cody Howing, P.E., QSD, am authorized to negotiate and execute any contracts on behalf of the firm. I will also provide ongoing quality oversight and strategic advisement throughout the project to ensure we meet and exceed the City's expectations. I am committed to maintaining a strong relationship with the City and can be reached at chowing@rkagroup.com or (909) 594-9702 for any coordination, inquiries, or project-related discussions.

Required Statements

- Project Understanding: RKA has thoroughly examined and became familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City,
- Receipt of Addenda: RKA acknowledges receipt of all addenda issued by the City.
- Proposal Validity: This proposal shall remain valid for ninety (90) days from the date of submittal.
- Proposal Assurance: We affirm that all information submitted with the proposal is true and correct.

From our previous sewer rehabilitation project with the City, we gained valuable lessons that allow us to streamline field coordination and review cycles, helping shorten design timelines without sacrificing quality. Prior to design, we plan to review the 2024 Sewer Master plan and CCTV videos on the City's website. Our goal and approach is to recommend a cost-effective design and limit the impact of the infrastructure improvements for the surrounding stakeholders.

Thank you for your consideration. We remain invested in strengthening our trusted partnership, and are eager for the opportunity to collaborate further in delivering impactful, lasting results for your sewer and roadway network.

Sincerely,

RKA Consulting Group

Cody Howing, P.E., QSD
Principal-in-Charge/Owner/Director of Engineering
chowing@rkagroup.com | Direct: (909) 532-5031

02 Firm Structure and History

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About Us

Founded in 1981, RKA Consulting Group (RKA), is a California- based, small business multidisciplinary civil engineering and municipal services firm. We have proudly provided services to more than 65 cities and public agencies throughout southern California. With 40 professionals on staff, we specialize in a diverse range of services including sewer system enhancements, street rehabilitation, transportation engineering, capital improvement planning, traffic design, storm-water, municipal infrastructure, and construction management. Additionally, RKA provides comprehensive Building & Safety services, including plan check, permit review, and building inspection.

Our team has supported several neighboring agencies such as Stanton, Buena Park, and Artesia delivering a diverse range of capital improvement projects, specifically sewer and street rehabilitation. We have long-standing clients to whom we provide municipal engineering services, including Duarte, Bradbury, Walnut, La Verne, and Covina. These partnerships demonstrate our ability to consistently deliver responsive, high-quality support under on-call arrangements.

We are hopeful for the opportunity to partner with the City of Stanton and are confident that our firsthand experience and ability to interface with City staff will allow us to provide exceptional service to the City. Our team is committed to working together to bring engineering principles to life by enhancing infrastructure, improving public safety and supporting accessibility and mobility in the City.

Core Services

We specialize in a wide range of municipal civil engineering services, including:

- City Engineering
- Capital Improvement Projects
- Roadway Design & Rehabilitation
- ADA Compliance & Accessibility Improvements
- Plans, Specifications, & Estimates (PS&E)
- Traffic Engineering & Signal Improvements
- Water, Storm Drain, Sewer Infrastructure
- Utility Coordination
- Plan Check, Permitting & Construction Support
- Land Development
- Regulatory Compliance
- Federally Funded Project Management
- Building & Plan Check Services

Firm at a Glance

- Legal Name: RKA Consulting Group
- Headquarters: 398 Lemon Creek Drive, Suite E, Walnut, CA, 91789
- Contact: (909) 594-9702
- Email: chowing@rkagroup.com
- Website: www.rkagroup.com
- Founded: 1981
- Employees: 40
- Cities Served: 65+
- Certified CA Corp. License: #C1155995
- Small Business License: #53690

Ownership & Leadership

RKA is owned and led by three principals, David Gilbertson, P.E., T.E., P.L.S. (President), Cody Howing, P.E., QSD (Director of Engineering), and Raymond Tao, P.E., CBO, CASp (Director of Building and Safety), who remain actively involved in day-to-day project oversight. They collectively bring decades of expertise and experience serving municipal clients, remaining accessible, and committed to setting high standards across every project.

RKA Mission

RKA's mission is to exceed client expectations by delivering reliable, high-quality, and cost-effective solutions rooted in technical expertise.

RKA Core Values

- Quality and Integrity
- Client-Focused Services
- Innovation and Sustainability
- Collaborative Partnerships

Our Commitment to Excellence

We are dedicated to exceptional customer service and responsiveness, ensuring the City's needs are met through clear communication, timely action, and customized solutions for each project. As a smaller, locally rooted firm, we work respectfully and collaboratively with City staff, residents, and stakeholders, bringing a solutions- oriented approach that builds trust and fosters strong relationships. We manage projects with professionalism, proactive communication, and genuine care for the communities we serve.

RKA CONSULTING GROUP

RKA Organization

We take pride in maintaining a well-balanced and agile organization structure that supports responsiveness and quality at every level. The below structure outlines our core departments, leadership team and staffing resources. Our team of approximately forty (40) professionals are primarily based at our main headquarters located in Walnut, California, with additional team members, supporting full-time roles and dedicated hours at our client agencies.



Department	Key Roles	Staff Count
Principals/Owners	Executive Leadership, Professional Engineers, Department Directors	3
Administration	Office Operations, HR, Finance, Marketing	4
Engineering	Professional Engineers, Project Managers, Designers, Construction Managers, Public Works Inspectors, Interns	18
Building and Safety	Plan Check Engineers, Plans Examiners,Building Inspectors, Permit Technicians, Intern	12

Project Team

The following team members, are committed as the primary team to support the City of Stanton. Cesar Ortiz, PE, TE, QSD is the dedicated Project Manager and will be responsible for planning, coordinating, and conducting the majority of the work. More information on Key Personnel in Section 3 and Section 5- Subconsultants.

CITY OF STANTON
Cesar Rangel, PE
Director of Public Works/City Engineer

Key Personnel in Bold

PRINCIPALS-IN-CHARGE
Cody Howing, PE, QSD
David Gilbertson, PE, TE, PLS

PROJECT MANAGERS
Cesar Ortiz, PE, TE, QSD
Alternate:
Michael Lee, PE, QSD

QUALITY CONTROL
Bobby Lin, PE, QSD
ASSOCIATE ENGINEER
Juan Salazar, PE, QSD/QSP

ASSISTANT ENGINEERS
Diego Diego, EIT
Andrea Hernadez, EIT
Samuel Kala, EIT
Javier Avila Valle, EIT
Saul Gonzalez

SUBCONSULTANTS
Survey: **B. Kelsoe, PLS,** Kelsoe & Associates
Geotechnical: **S. Ariannia, Ph.D, PE, GE**, Geo-Advantec Inc.
Potholing: **M. Tauaese Jr.**, Kana Subsurface Engineering

Experience Managing Similar Projects

Our firm has successfully managed many capital improvement and municipal projects comparable in scale and scope to the services requested by the City. Our team brings proven experience and best practices to improvement projects regarding sewer enhancements, street rehabilitation, and complete streets compliance. A representative project list is outlined below, with additional details for select projects provided in Section 6- References of this proposal.

Representative Project List

Client	Project	Scope
City of Stanton	Fiscal Year 2024/25 Sewer Rehabilitation Project (CIP-001)	Sewer Design
City of Bradbury	Mount Olive Lane Sewer Improvement	Sewer Design
City of Covina	City-Wide Sewer Adjustment Project	Sewer Design
City of Covina	Sewer Relief Line Project - San Bernardino Road from 2nd Avenue to 3rd Avenue	Sewer Design
City of Covina	Las Flores Park Sewer Extension	Sewer Design
City of San Dimas	Wehner Lane Sewer Improvements	Sewer Design
City of Covina	Street Residential Resurfacing- Colver, Rimhurst, Bridger, Glentana et al Project- Phase 1	Street Rehabilitation
City of Covina	Badillo St Rehabilitation Project	Street Rehabilitation
City of Downey	CIP No. 22-20 Residential Streets Pavement Rehabilitation-Area 5	Street Rehabilitation
City of La Verne	FY 22-23 Residential Resurfacing	Street Rehabilitation
City of Pomona	Street Rehabilitation District 4 and 5	Street Rehabilitation
City of Walnut	La Puente Road Pavement Rehabilitation 2022/23	Street Rehabilitation

Credentials

Our team maintains professional licenses and certifications that ensure compliance with state and federal requirements and support technical expertise across civil engineering, traffic engineering, land surveying, and environmental compliance.

Licenses and Registrations

David Gilbertson, P.E., T.E., PLS — California Registered Civil Engineer (#RCE 46624); Traffic Engineer, CA (#TE2365); Professional Land Surveyor, CA (#6941)

Cody Howing, P.E., QSD — California Registered Civil Engineer (#RCE 86054); Qualified SWPPP Developer, CA (#C86054); REA - Caltrans Resident Engineer Academy Cert. of Completion

Michael Lee, P.E., QSD — California Registered Civil Engineer (#RCE 90601); Qualified SWPPP Developer, CA (#C90601); REA - Caltrans Resident Engineer Academy Cert. of Completion

Cesar Ortiz, P.E., T.E., QSD — California Registered Civil Engineer (#RCE 92742); Traffic Engineer, CA (#TE-3131); Qualified SWPPP Developer, CA (#C92742); Certifications: Water Treatment Operator (T2 45748), Water Distribution Operator (D3 56149)

Bobby Lin, P.E, QSD — California Registered Civil Engineer (#RCE 85563); Qualified SWPPP Developer, CA (#C85563)

03 Key Personnel

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Key Personnel

Our project team brings a balance of principal-level oversight and hands-on technical expertise. Each key staff member has direct experience delivering sewer infrastructure design, pavement rehabilitation and ADA compliance projects for local cities. The team structure ensures responsive communication, efficient design, and timely delivery of all PS&E packages.

Name/Title	Role & Responsibilities	Relevant Experience
Cody Howing, PE, QSD Owner, Director of Engineering	Principal-in-Charge Authorized to negotiate and sign contracts, able to make decisions and represent the company without any limitations. Cody will provide oversight and direction and be a valued resource to the City and project team.	18+ years of experience delivering a diverse range of civil engineering projects including active transportation, roadway and pavement rehabilitation, and signing and striping projects local municipalities. Comparable projects include managing the City of Downey's CIP 22-20-Residential Streets Pavement Rehabilitation – Area 5 and overseeing Garey Avenue Rehabilitation- Aliso Street to Monterey Ave in Pomona (Section 3- Key Personnel).
Cesar Ortiz, PE, TE, QSD Engineering Manager	**Project Manager** Primary City contact; manages planning, coordinating, signs final submittals and conducting the majority of the work. Cesar will maintain the project schedule and task deliverables, along with partner closely with City staff and QA/QC Manager. Manage budget and subconsultants. Leads pavement design, CCTV analysis, drainage integration, and plan production.	10+years of civil engineering experience, with a wide range of sewer enhancement, roadway improvement efforts, including pavement rehabilitation, signing and striping improvements, ADA compliance upgrades, and intersection enhancement. Projects include City of Stanton's Fiscal Year 2024-2025 Sewer Rehabilitation project, where his strategy for cost savings included reviewing CCTV footage provided by the City for all segments and identifying the majority of sewer locations as good candidates for a trenchless repair method to install CIPP-UV liner. This method is very effective in extending life of the pipes without trenching measures. (Section 6-References). Other related projects include 10th Street Sewer Improvements and Sewer A Upsizing project and Brenner Ave and Melrose Street in Buena Park. He is currently managing the City of Buena Park's 4th Street Sewer Upsizing project.
Michael Lee, PE, QSD Municipal Services Manager	Alternate Project Manager Same as Project Manager.	13+ years of civil infrastructure projects, managing design development, PS&E for large-scale, complex projects such as sewer and storm drain improvements, street rehabilitation and a diverse scope of active transportation projects. Michael has managed a variety of sewer improvement projects, including City of Bradbury Mt. Olive Lane, extending the public sewer using HDD and trenchless techniques to minimize disruption. He managed Winston Avenue Sewer Improvements Project in Bradbury, Sewer Relief Line Project in Covina (Section 6- References).

Name/Title	Role & Responsibilities	Relevant Experience
Bobby Lin, PE, QSD Senior Project Manager	QA/QC Manager Conducts milestone reviews, verifies PS&E compliance	15+ years of managing civil design and infrastructure projects including street and pavement rehabilitation. Bobby's extensive knowledge and experience in similar projects, like Chino Hills Parkway Pavement Rehabilitation and 2023-24 Annual Arterial Pavement Rehabilitation project in Burbank, give him the skillset to provide quality assurance and compliance management to this project. Currently managing the Valley Blvd Pavement Rehabilitation project in the City of Walnut, which will include multiple pavement restoration methods including mill & overlay and pavement reconstruction.
Bob Kelsoe, PE, PLS Kelsoe & Associates	Survey Subconsultant Field survey, monument identification, base mapping.	30+ years; CA Professional Land Surveyor-LS #6957 Additional information and resume are provided in Section 5-Subconsultants. Currently providing surveying services to various projects in Pomona, Buena Park, and City of Industry.
Shawn Ariannia, Ph.D, PE, GE Geo-Advantec Inc. (GAI)	Geotechnical Subconsultant Pavement core testing, soils analysis, treatment recommendations.	39+ years; CA PE # RCE 65642; CA GE #2824 Additional information and resume are provided in Section 5- Subconsultants.
Malouamaua Tauaese Junior Kana Subsurface Engineering (KSE)	Potholing Subconsultant Pothole at four (4) locations to assure existing depth, size and material of all utilities. Perform ground penetrating radar to identify the depth and alignment of subsurface utilities including service laterals.	Additional information and resume are provided in Section 5- Subconsultants.

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Cody Howing, P.E., QSD

Owner/Director of Engineering

Qualifications	B.S.C.E. California State Polytechnic University, Pomona , CA
	REA - Caltrans Resident Engineer Academy Cert. of Completion
18+ **Years of Experience**	P.E. - Registered Civil Engineer, CA RCE 86054
	QSD - Qualified SWPPP Developer, CA C86054
	Specialized Disciplines: Roadway Improvements, Sewer & Drainage System Design, Right-of-Way Engineering, ADA Compliance, Infrastructure Design, Federal and State Funding Compliance, NPDES Compliance & Storm-water Management, Grading, Right-of-Way Engineering, City Engineering, Capital Improvement Program Management, Construction Management, Quality Control, Assessment Districts Engineering

Professional Summary

Cody Howing, P.E., QSD, is a licensed civil engineer with over 18 years of experience in municipal engineering, Capital Improvement Program (CIP) management, NPDES compliance and storm-water management. As Director of Engineering and Principal at RKA Consulting Group, Cody manages the team, advises on project strategies, and provides guidance to ensure the successful delivery of all projects. Cody currently holds leadership roles as City Engineer for the cities of Duarte and La Verne, managing capital budgets, infrastructure design, construction, assessment districts and development reviews. Additionally, his expertise includes roadway improvements, traffic signal design, grading, and land development. Cody brings an extensive background in federal and state funding compliance, effectively managing project scopes to meet regulatory requirements. Cody is a trusted partner and experienced resource for developing and implementing infrastructure solutions to support city goals, surpass community expectations and adhere to all regulatory standards.

Experience

- City Engineer, Cites of Duarte and La Verne: Responsible for the City's Capital Improvement Program (CIP), including the design, infrastructure planning, budgeting, and implementation of all capital projects. Responsible for coordination with developers, reviews plans for municipal compliance, and serves as the primary point of contact and liaison for stakeholders and staff. As City Engineer, he serves as technical advisor to city leadership, attends council and public meetings, and takes a proactive approach to addressing resident concerns.
- Capital Improvement Project (CIP) No. 22-20 Residential Streets Pavement Rehabilitation Project — Area 5, City of Downey: Managed and provided comprehensive engineering design services for the City of Downey's multi-phase Residential Streets Pavement Rehabilitation Program, covering Area 5, with the goal to extend pavement service life, improve surface conditions, and enhance ADA accessibility across a mix of collector and local streets within predominantly residential neighborhoods. Recommended the City to select the ARAM system to support durability and cost-effective solution for the restoration of these streets.
- Winston Avenue Sewer Improvement Project, City of Bradbury: As Project Manager, led the successful and execution of a sewer infrastructure project involving the installation of 915 feet of 8 inch VCP sewer line and 8 sewer manholes. This project extended the sewer line to four parcels on Lemon Avenue and seven parcels on Winston Avenue, enhancing utility access and supporting future development. Supervised all phases of the project, including design development, plans, specifications, and cost estimates.

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Cesar Ortiz, P.E., T.E., QSD

Engineering Manager

Qualifications

10+
Years of Experience

B.S.C.E. California State Polytechnic University, Pomona , CA

P.E. - Registered Civil Engineer, CA -RCE 92742

T.E. - Traffic Engineer, CA, TE- 3131

QSD - Qualified SWPPP Developer, CA C92742

Certifications: Water Treatment Operator (T2 45748), Water Distribution Operator (D3 56149)

Specialized Disciplines: Sewer Design, Street Rehabilitation, Active Transportation Design, ADA Compliance, City Engineering, Land Development, Traffic Engineering, Plans, Specifications & Estimate (PS&E), Construction Management, Quality Control

Professional Summary

Cesar Ortiz, P.E., T.E., QSD, has over 10 years of experience in civil engineering, managing public infrastructure design projects throughout Southern California. As Engineering Manager at RKA, he has led a wide range of roadway improvement efforts, including pavement rehabilitation, signing and striping improvements, ADA compliance upgrades, and intersection enhancements. Cesar's expertise spans to storm drain systems, water and sewer infrastructure, grading design, and traffic signal enhancements including traffic control design. Serving as a key resource for quality assurance and control, Cesar provides technical advisement and strategic direction to address project challenges, implement best practices and guide subconsultants, with a focus on aligning outcomes with the City's goals and ensuring project success.

Experience

- Fiscal Year 2024/25 Sewer Rehabilitation Project, City of Stanton: Designed plans, specifications, and estimate for sections of aging sewer pipes identified in the City's Sewer Master Plan. Cesar's strategy for cost savings included reviewing CCTV footage provided by the City for all segments and identifying the majority of sewer locations as good candidates for a trenchless repair method to install CIPP-UV liner. This method is very effective in extending life of the pipes without trenching measures.
- Sewer Upsizing, Brenner Avenue and Melrose Street, City of Buena Park: Designed plans, specifications, and estimate for the upsizing of an existing 8-inch Vitrified Clay Pipe (VCP) to a 10-inch VCP. The project included survey, trenching, shoring, backfill, and slurry seal improvements.
- 10th Street Sewer Improvements, City of Buena Park: Designed Plans, Specs, and Estimate for the repair of over 430 linear feet of existing 10-inch Vitrified Clay Pipe (VCP). CCTV footage identified a sump that was causing sewage to backflow. The pipes were replaced with enough grade drop between manholes to provide positive flow.
- B Street Rehabilitation Project, City of La Verne: Managed PS&E for this project which included the demolition of existing infrastructure and the construction of new sidewalks, intersection bulb-outs, and ADA-compliant curb ramps, enhancing both pedestrian safety and accessibility. Partnered closely with the City and other agencies to support the project, which included the installation of new curbs and gutters, fresh asphalt pavement, and thoughtfully designed landscaping.

Awards

ASCE: 2025- Los Angeles Section - Outstanding Civil Engineer in Private Sector
ASCE: 2025 - Orange County Chapter- Civil Engineer of the Year, Private Sector
ASCE: 2025- MLAB Chapter- Outstanding Civil Engineer in Private Sector
APWA: 2024- Southern California Chapter - Emerging Leader of the Year



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Michael Lee, P.E., QSD

Municipal Services Manager

Qualifications	B.S.C.E. California State Polytechnic University, Pomona , CA
	P.E. - Registered Civil Engineer, CA -RCE 90601
13+ **Years of Experience**	QSD - Qualified SWPPP Developer, CA C90601
	Certifications: REA- Caltrans Resident Engineer Academy Cert. of Completion
	Specialized Disciplines: Sewer and Storm Drain, Municipal Infrastructure Design & Management, Complete Streets & Multimodal Design, Right-of-Way Acquisition, PS&E Development, Construction Management, Community Outreach & Stakeholder Communication, Regulatory and Grant Management

Professional Summary

Michael Lee, P.E., QSD, is a licensed civil engineer with over 13 years of expertise in municipal infrastructure projects. Michael leads design development, plan preparation, and cost estimating for many of our city clients. He is experienced in sewer system design, including replacement of existing concrete pipe gravity flow, rehabilitation of manholes, and reconnection of service laterals. His portfolio includes large-scale, complex projects such as street rehabilitation, sewer and stormwater design, bicycle lane enhancements, and pedestrian crossing improvements and most recently, roundabouts. Known for his proactive, solutions-focused approach, Michael delivers strategic, cost-effective design solutions to challenging conditions, including utility conflicts and traffic signal integration, ensuring project goals are met without compromising efficiency or safety. He brings specialized expertise in federal and state compliance, including Caltrans LAPM processes, HSIP programs, labor compliance, and grant management, positioning him as a trusted partner in achieving regulatory alignment and maximizing funding opportunities. Michael's diverse background and collaborative style make him a valuable asset in delivering infrastructure improvements that enhance mobility, safety, and community quality of life.

Experience

- Mt. Olive Lane Sewer Project, City of Bradbury: Administered the design and construction management for the extension of public sewer on Mt. Olive Lane using HDD and trenchless techniques to minimize surface disruptions. This project also included creating a sewer reimbursement district for the City. Led the design and supported public outreach meetings, utility coordination, stakeholder communication, bidding, and construction management.
- Winston Avenue Sewer Improvement Project, City of Bradbury: As Project Engineer, supported the Project Manager directly for the execution of a sewer infrastructure project involving the installation of 915 feet of 8 inch VCP sewer line and 8 sewer manholes. Provided critical support for the area study, design development, bid documentation, construction management, and stakeholder communication to meet project goals. Supported meetings, documentation and deliverables.
- Sewer Relief Line Project- San Bernardino Road from 2nd to 3rd Avenue, City of Covina: Supported the project manager with various close out tasks to finalize completion of this design, plans, specifications, and cost estimate project. This project scope included the sewer repair of existing 8" sewer line with the installation of new 8" and 10" of HDPE sewer line.
- Street Residential Resurfacing - Colver Rimhurst Bridger Glentana et al Project- Phase 1, City of Covina: Managed the design, led funding compliance management, construction support, and inspection services. Developed cost-savings strategies during design for the resurfacing residential streets and tailored project exhibits and optimized plan sheets for clarity and contractor efficiency. Supported bidding and construction with responsive RFI handling, fair RFP processes, and oversight to minimize delays.

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Bobby Lin, P.E., QSD

Senior Project Manager

Qualifications	B.S.C.E. University of California Irvine, CA
	P.E. - Registered Civil Engineer, CA -RCE 85563
15+ Years of Experience	QSD - Qualified SWPPP Developer, CA C85563
	Specialized Disciplines: Roadway Rehabilitation, Active Transportation Design, ADA compliance & Accessibility Improvements, Utility Coordination, Construction Support, Project Management, Quality Control

Professional Summary

Bobby Lin, P.E., QSD, is a seasoned Civil Engineer with over 15 years of experience managing public infrastructure design projects throughout Southern California. As a Project Manager, he has led a wide range of roadway improvement efforts, including pavement rehabilitation, pedestrian facility design, ADA compliance upgrades, and intersection enhancements. He possesses a deep understanding of municipal design standards and is highly proficient in the application of Greenbook specifications.

Recognized for his technical expertise and collaborative leadership style, Bobby fosters trusted relationships with agency staff, stakeholders, and multidisciplinary design teams. His commitment to responsive communication and efficient project delivery has consistently resulted in cost-effective solutions that align with client goals and community needs. His leadership continues to drive the advancement of resilient and accessible public infrastructure.

Experience

- Commercial Street Improvements and Roadway Rehabilitation, City of Santa Fe Springs: Led the PS&E development for the rehabilitation of Shoemaker Avenue, Springdale Avenue, Wakeman Street, and John Street within a heavily trafficked commercial district. Oversaw the design and implementation of Full Depth Reclamation (FDR) as the pavement rehabilitation approach. The scope of work also included redesigning curb and gutter profiles to eliminate drainage deficiencies and reconstructing pedestrian facilities to meet current ADA standards.
- Chino Hills Parkway Pavement Rehabilitation, City of Chino Hills: Managed the PS&E development for the rehabilitation of approximately three miles of Chino Hills Parkway, a major arterial serving both the City of Chino Hills and the City of Chino. The project involved implementing pavement rehabilitation strategies including slurry seal and grind-and-overlay treatments. Additional improvements included ADA-compliant curb ramp design, updated signing, and striping plans. Bobby led coordination efforts between both jurisdictions to ensure seamless design integration and consistent standards across city boundaries.
- 2023-24 Annual Arterial Pavement Rehabilitation Project, City of Burbank: Directed the PS&E development for the rehabilitation of three major arterial roadways—Verdugo Avenue, Victory Boulevard, and Alameda Avenue—throughout the City of Burbank. The project implemented grind-and-overlay resurfacing to improve pavement condition across all corridors. Additional scope included ADA-compliant curb ramp design, pavement dig-outs, and removal and reconstruction of deteriorated sidewalks and driveways. Outdated striping was redesigned to current standards, improving vehicular guidance, safety, and functionality.

04 Project Understanding & Approach

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Project Understanding Approach

The City of Stanton is proposing to replace approximately 1,510 linear feet of existing 8-inch sewer along with complete streets rehabilitation improvements within the project limit of Via Irana and Via Kannela. The improvements include rehabilitation of sewer manholes, replacing the existing 8-inch sewer pipe with a new 8-inch pipe, reconnecting service laterals, backfilling the trench, concrete improvements and asphalt pavement rehabilitation.

The pipe segments are located on Via Irana from the Westerly cul-de-sac to Via Jacara and on Via Kannela from Via Jacara to Via Jardin consists of low density residential. The existing street width of Via Irana and Via Kannela is about 36 feet which includes a 2-foot gutter on both sides. The existing sewer appears to be situated 5' offset south of the centerline of the project street limits. The area is generally flat and this existing sewer line has a slope of 0.20% which is less than the minimum recommended. We have considered various construction methods including trenchless repairs for the sewer replacement for the project.

Our approach emphasizes a structured, methodical, and phased execution, with a strong focus on delivering high-quality results within the specified timeline and budget. There are two options for constructing the new 8-inch sewer pipe, outlined below:

- **Option 1 (Recommended Approach):** Excavate and remove the existing 8-inch sewer pipe and install the new 8-inch pipe within the same open trench. This option makes it unlikely to encounter conflicts with utilities that can affect the project costs and schedule. However, this will not allow the Contractor to leak test the new pipe since it will be placed in service as soon as it is installed. A post-installation CCTV video inspection can be completed as an alternative.
- **Option 2:** Excavate a trench offset from the existing alignment, clear of any utility conflicts and construct the new 8-inch sewer pipe while maintaining the existing 8-inch pipe in service. This option would eliminate the need for sewage bypass. However, this options exposes us to potential utility conflicts that may not be properly represented in the City as-builts. Additionally, this option would allows for efficient traffic control with the option to close only half the road and use one lane for local traffic. Notably, this option will increase the construction costs since two trenches would need to be excavated.

RKA recommends **Option 1**, replacing the existing sewer pipe within the same trench with the use of sewage bypass for maintaining continuous flow during construction activities. The bypass method will depend on flow conditions:

  - For low flow conditions: The Contractor may use a flexible bypass hose connected from the upstream pipe to the downstream pipe, dragging the hose along the open trench as the installation progresses.
  - For high flow conditions: The Contractor may install a submersible pump at the upstream manhole with a temporary discharge hose routed to the downstream pipe opening. Given the flat slope of the existing pipe, this method is the most probable for this sewer.

The City also wishes to rehabilitate existing sewer manholes within the project limits. The interior of existing manholes will be retrofit with a thin layer of mortar to improve the structural integrity and to fill any voids within the manholes. Once resurfaced, SeuriSen SewerGard, an epoxy lining system, can be applied to the interior of the manholes to provide long-term protection against corrosion, infiltration, and abrasion. In addition, the manhole base can be reconstructed if needed. Our team will work closely with the City's sewer maintenance crew to inspect the manholes and determine the extent of the rehabilitation needed to support the infrastructure.

Logistically, the Contractor will only be able to replace about 200-300 linear feet of pipe per day. Traffic control plans will be prepared to allow continuous access to the properties within this street segment. Traffic control will only be used for the segment of open trench planned for that day and will migrate as the Contractor begins the next segment. All open trenches shall be restored at at the end of the working day, without a need for full closure, minimizing the impact on resident's daily traffic.

Scope of Work

We have outlined our key strategies to the scope of work below. In addition, a table is provided in this section which summarizes the scope of services provided by the City, our response approach, key actions, deliverables, and Quality Assurance/Quality Control (QA/QC) measures for each task.

Engineering Design Services

Preliminary Utility Coordination

RKA will conduct a field review of the project site for both the areas identified in CIP -002 in order to identify existing conditions and notable utilities in the area. Our project team will contact the utility agencies to obtain the most up-to-date existing record maps, draw all utilities in a base map, and confirm with the utility agencies that the existing facilities are accurately depicted. All maps and correspondence will be documented and tracked in case features of the research and utility noticing is needed to be referred to in the future.

Should there be a need to relocate any utilities, we will coordinate with the utility owner and obtain resolution prior to the completion of the design.

Geotechnical

In support of the pavement rehabilitation design, Geo-Advantec Inc. will perform a geotechnical investigation, including 6 pavement core samples across Via Irana and Via Kannela to evaluate existing structural section performance, subgrade conditions and material properties. The investigation will result in a report with rehabilitation recommendations, incorporating a Traffic Index (TI), R-Value testing, and a cost-benefit comparison for each option.

For the geotechnical scope, RKA recommends an optional deduction task for a potential cost savings option. Based on our initial review and understanding of the "excellent/good"condition of the streets, the geotechnical scope required in the RFP including a complete geotechnical analysis and report may not provide additional benefits to support the project goals. Our team has reviewed the current field conditions within the project limits and concurs with the City's PCI report for the two project streets. The PCI report had a range from 84 to 89, classifying the two roadways as "Excellent/Good". The existing roadway exhibits low severity of alligator cracking and various utility trench patch repairs. The pavement treatment would be a good candidate for another slurry seal or a thin mill and overlay depending on the available construction budget.

Survey

As a basis for the project design, we will partner with trusted subconsultant, Kelsoe and Associates to develop a topographical survey of the existing field conditions. The topographical survey will extend for the entirety of public right-of-way. The survey will include cross sections spaced at 25-foot intervals, and capture overhead utilities, utility covers, flow line, top of curb, sidewalk, trees, curb ramps along with other similar existing features of the street segments. At intersections, the survey will extend at least 10 feet beyond curb returns. Furthermore, Kelsoe and Associates will also dip manhole locations to determine the existing elevations of the existing sewer within the project location

Note: Survey will be performed at prevailing wage.

Ground Penetration Radar and Pothole Investigation

RKA will partner with Kana Subsurface Engineering (KSE) to pothole the existing sewer main to determine the horizontal and vertical location of the conflicting utility to minimize potential conflicts during construction. The potholing cost includes USA DigAlert coordination and mark out, mobilization, traffic control including flagging per CAMUTCD, potholing existing utilities, and temporary asphalt pavement restoration.

Additionally, utility locations will be a verified electronically. The success of each target utility marking may vary due to the soils type and material of the utility. Adverse pavement or soil conditions may potentially exist and would be change order may apply. locations will be a verified electronically.

PS&E – Plan Designs, Specifications, Cost Estimate

Construction Plans (60%, 90%, 100%)

For the CIP-002 project design features, our team will evaluate conditions and goals of the repairs and work with the City to identify opportunities in the construction scope for cost reductions and/or minimizing impact to the surrounding areas during construction. Prior to initiating the design process but after the completion of the utility research, the project team will meet with the City to discuss concepts of the design and obtain any feedback or direction on features for the project with respect to the concepts and details for the project approach. As plans progress, we will submit Plans, Specification, and Estimate at the 60%, 90% and 100% milestones. At the 60% submittal, sewer improvement plans and profiles will be prepared to show existing utilities, sewer main alignment, sewer house laterals, and manholes.

It is assumed that the City will furnish video or other existing record information including as-builts to document the various locations from the nearest manhole that has been identified for repairs. That information along with other data RKA is able to obtain will be used to develop plan view details for the location of each repair. We will detail the repair scope with construction notes and dimension on the plan view depiction and develop full size plans. Restoration work for each location will also be identified on the plans and quantified for inclusion on the project estimate and specifications. Traffic control plans are assumed to be the burden of the contractor and are excluded in this proposal, but RKA can provide such plans under separate proposal and fee should the City request.

RKA will take the City's boilerplate specification and incorporate technical specifications sections matching the City's typical format for capital improvement projects utilizing the City of Stanton Standards, Standard Specifications for Public Works Construction (Greenbook), and related applicable references. Our team will review the document and update any other project specific references within the complete project specifications.

We will develop a preliminary engineers estimate of probable construction costs at the conceptual stage and update it with each progress milestone submittal (60%, 90%, and 100%) as details are honed on the project. The project budget will be closely considered during the design process to ensure progress in the plans and specifications is in line with feasibility to construct the improvements. RKA will focus on critical features of the project to ensure those goals are met as a priority of the project. All cost saving measures will be considered where feasible to assist in maximizing the project improvements.

Our team will implement comments from the 60% review submittals to develop a 90% plans and specifications package. At this time RKA will also coordinate final utility coordination and any other coordination required to allow for smooth progression into the construction phase. Final project details will be addressed with this submittal milestone. Upon finalizing the construction documents, RKA will produce the 100% completion plans and specifications (including an as-built) and complete a final quality assurance review of all associated documents.

Bidding and Construction Support

RKA will provide support during the bid advertisement period and throughout construction. This will include attending the three (3) required meetings, reviewing and responding to bidder's Request for Information's (RFI) within three (3) business days, before and during construction, modify drawings (if necessary), preparation of addendums, and submittal review.

It is assumed that City of Stanton will be the point of contact for all bidders as to avoid any instances of multiple responses being issued to the contractor or bidders.

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Project Approach Table & QA/QC Measures

From project kickoff through final submittal, our approach prioritizes coordination across engineering disciplines, structured communication, proactive schedule management, and independent constructibility reviews. Our Senior Project Manager, Bobby Lin, PE, QSD, will be the dedicated QA/QC Manager for this project. Bobby will review each phase, providing objective review to maintain the highest standards of quality and compliance with City requirements.

The table below summarizes the scope of services provided by the City, our response approach, key actions, deliverables, and Quality Assurance/Quality Control (QA/QC) measures for each task, ensuring clear alignment with the City's project goals and features.

Task	Approach & Key Actions	Key Deliverables	QA/QC Measures
Task No. 1- Project Kick-off and Milestone Meetings	• Conduct kickoff meeting with City staff to confirm goals, communication protocols, and schedule. • Prepare a detailed project schedule with monthly updates. • Provide proactive communication and schedule status reports throughout design.	• In person meetings with City staff to discuss all aspects of the project including project timeframe, design alternatives, budget, cost estimates, construction alternatives, deliverables, and expectations.	• We will ensure all meeting agendas, minutes, and action items are clearly documented, reviewed and distributed timely. • We will conduct regular schedule reviews and key milestones to track actual progress against planned timelines and identify potential delays early.
Task No. 2- Preliminary Utility Notices	• Research City records and collect existing utility data. • Within one (1) business day of receiving the notice to proceed, RKA will initiate the utility coordination aspect of the design phase • Project notice letters describing the project limits and approximate schedule will be developed and sent out to all identified impacted users. These letters will serve as initial contact with the utility owners and will request as-builts for underground facilities, coordinate any plan upgrades and also serve as a notice for the pending pavement cut moratorium.	• Send preliminary notice to each utility company impacted by proposed improvements • Utility notices and utility response log • Request plans from utility companies, prior rights information and a schedule (as-needed) for any relocation of each utility	• All correspondence related to this item will be maintained in a utility coordination file. • Project Manager will conduct a review of the responses and identified owners to verify all details are captured and responses are complete.

Task	Approach & Key Actions	Key Deliverables	QA/QC Measures
Task No. 3- Geotechnical Subconsultant	• Geotechnical report to identify any existing underlayment, groundwater and hazardous materials to a depth deemed necessary. • Coordinate and partner closely with subconsultant for project scope and deliverables	• Geotechnical investigation report addressing results of site inspections, existing pavement survey, field sampling, laboratory testing, R-Value testing, structural section recommendations, and prioritized listing of pavement rehabilitation methods with cost benefit determinations outlined for each street segment. • Report to include all aspects (sewer and pavement) where geotechnical investigation for design is noted to be necessary.	• Our team will verify scope, deliverables with project objectives. In addition, we will review submissions for accuracy, completeness and compliance with City policies before integration. • We will coordinate with subconsultant and review their schedule for consistency with the project schedule and incorporate updates as needed.
Task No. 4- Survey Subconsultant & ADA Compliant Curb Ramps	• Topographic and boundary survey to be completed, identifying right-of-way limits, utilities, all physical street features. • Our team will assess the curb ramps within the project limits and determine which need to be enhanced to ADA compliance according to the Plans for Public Works Construction for curb ramp design	• Complete topographic and boundary survey • ADA curb ramp assessment and detailed elevation information to be provided on a grid for all curb ramp locations	• Information obtained during this task will be verified in the field to aid in confirming accuracy of depiction on the plans. • Confirm sidewalk grades, curb ramps, detectable warnings, and path-of-travel clearances meet current ADA and Public Right-of-Way Accessibility Guidelines (PROWAG) requirements.

Task	Approach & Key Actions	Key Deliverables	QA/QC Measures
Task No. 5- Ground Penetration Radar- Potholing Subconsultant	• Subconsultant will perform ground penetrating radar to identify the depth and alignment of subsurface utilities including service laterals • Pothole at four (4) locations to assure existing depth, size and material of all utilities. • Our team will Investigate and analyze the existing conditions and provide recommendations or alternatives to fit the proposed sewer improvements	• Report identifying the depth and alignment of subsurface utilities including services laterals • Complete potholing for four (4) locations • Recommendations and alternatives to the existing conditions to fit the proposed sewer improvements at project site	• Our team will verify scope, deliverables with project objectives. In addition, we will review submissions for accuracy, completeness and compliance with City policies before integration.
Task No. 6- Utility Coordination	• Send final notices to each affected utility company to complete relocation, distribute design plans and coordinate the design directly with all utility companies • At 90%, a final submittal of the plans will be provided to each owner. Any anticipated impacts will be coordinated to mitigate the issues of concern before construction.	• Issue intermediate utility notices and coordinate utility relocations	• Information during this task will be verified in the field to aid in confirming the accuracy of depiction on the plans.

Task	Approach & Key Actions	Key Deliverables	QA/QC Measures
Task No. 7- Final PS&E	• Our team will initiate the preliminary design process once the topographic survey is obtained. Details from from the utility as-builts and field notes will be integrated into the base files. • We will submit Plans, Specifications, and Estimate at 60%, 90%, and 100% per City standards and in collaboration with the City to integrate feedback and changes. • At the 60% submittal, sewer improvement plans and profiles will be prepared to show existing utilities, sewer main alignment, sewer house laterals, and manholes. The proposed sewer will be re-connected to the City's existing sewer infrastructure. • Service laterals are a critical detail of any sewer improvement project. All existing laterals will be assumed for replacement up to each property line. • Project cost estimate will breakdown the estimated items by construction contract units of measurement and include the street improvements.	• Prepare 60% design plans in AutoCAD per City standards and guidelines. • Prepare 90% design plans, technical specifications, and engineer's estimate • Prepare unit-price engineer's estimate in City-provided forms. • Prepare 100% design plans, technical specifications, following 90% submittal and incorporating all compliance comments resolved, all others dispositioned as necessary and documents approved and issued for acceptance by City.	• Maintain file version control using clearly labeled drafts (e.g., ProjectName_Draft 1, ProjectName_Draft2Reviewed) to track iterations and feedback. • Conduct reviews at each milestone to ensure quality, constructabiliity, and consistency with City requirements. • QA- checked prior to 90% submittal to the City • Upon finalizing the construction documents, a final quality assurance review will cover the 100% completion of plans and specifications and all associated project documents. • Both the quantity estimation stage and unit price estimating stages of this task will undergo quality control review prior to finalizing for each completion submittal level.

Task	Approach & Key Actions	Key Deliverables	QA/QC Measures
Task No. 8- Response to Requests for Information (RFI's)	• Our team will provide support during the bid advertisement period and throughout construction. Support includes attending the pre-bid meeting, reviewing and responding to bidder's Request for Clarification (RFC) and Request for Information (RFI) before and during construction.	• Provide responses to RFI's within three (3) working days of receiving RFI. Utilize City log with all Contractor questions to the design and construction of the bid documents	• We will verify that plans, specifications, and quantities are complete and aligned with project requirements.
Task No. 9- Construction Support	• We will provide support with project equipment submittals, clarifications with design, review submittals for change orders, prepare record drawings, and approval or work assignments during construction of the project.	• Provide responses within two (2) business days of receiving a notice • Attend the pre-construction meeting, construction field progress meetings, and the post-construction meeting	• We will ensure all bid packages adhere to City procurement policies and applicable regulations.

05 Subconsultants

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Subconsultants

We partner closely with trusted subconsultants, outlined below, to support specialty services required for this project specific needs. Resumes for key personnel are enclosed in this section.

Kelsoe & Associates
Land Survey Subsconsultant

Contact Information: Robert Kelsoe, PLS, President
(951) 736-0755 | bobk@team-kelsoe.com

Kelsoe & Associates, is a full-service land surveying firm serving private and public sector clients throughout the Western United States with licenses in California, Nevada, and Utah. Founded in 1994, their team provide comprehensive surveying services with approximately 25 professionals and 8 survey crews dedicated to meet the needs of clients.

Services include: Boundary surveys, topographic surveys, as-built surveys, construction staking/layout, construction planning, preparing maps, aerial topographic surveys

Geo-Advantec Inc.
Geotecnhical Subsconsultant

Contact Information: Shawn Ariannia, Ph.D., PE, GE, Principal
(909) 315-5751 | sariannia@Geo-Advantec.com

Geo-Advantec Inc. (GAI) is a full-service geotechnical engineering consulting firm, founded in 2012. GAI provides services for all phases of projects from conceptual design through construction. GAI's geotechnical/soil field observers and technicians carry multiple certifications and are certified by ICC, Caltrans, City of Los Angeles, and are highly qualified to work on public works projects.

Services include: Geotechnical and Geological Engineering, Pavement Engineering, Field Grading Monitoring and Soil Testing, Soil, Asphalt/Paving Field Inspection and Materials Laboratory Testing

Kana Surface Engineering (KSE)
Subsurface Utility
Engineering Subsconsultant

Contact Information: Malouamaua Tauaese Jr., Manager
(909) 204-5987 | mtauaese@kse.construction

Kana Surface Engineering (KSE), is a certified Disabled Veteran-Owned Construction Company (DVBE) that provides underground utility and other general construction services throughout California. The company's team utilizes modern tools and technology for subsurface utility engineering services, including utility locating and non-destructive air vacuum potholing.

Services include: Utility locating, air vacuum potholing, and flag pole design and installation, electromagnetic locating

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Kelsoe & Associates

Subconsultant Partner - Land Surveying Services

Robert Kelsoe, PLS

KELSOE

Qualifications

30+
Years of Experience

Rancho Santiago College and Riverside City College- Land Surveying Program

PLS - Registered California Professional Land Surveyor- LS 6957

PLS- Registered Nevada Professional Land Surveyor- LS 12994

Project Partner: President

Contact Information: (951) 736-0755 or bobk@team-kelsoe.com

Professional Summary

Robert Kelose, PLS is a Licensed Land Surveyor with over three decades of experience in the land surveying industry. He earned his licensure in 1993 and, in 1994, co-founded Kelsoe & Associates, where he currently serves as President. Under her leadership, the firm has grown from a single employee to a team of 25 professionals operating eight fully equipped survey crews. Kelsoe & Associates specializes in providing comprehensive land surveying services to municipalities and public agencies across Southern California, including design surveys, engineering support, and construction staking.

Robert brings deep expertise in public works infrastructure projects, right-of-way engineering, and expert witness consulting. His commitment to precision, reliability, and client service has positioned Kelsoe & Associates as a trusted partner in the region's development and infrastructure initiatives.

Experience with RKA

» City of Covina, Covina Heights Resurfacing Project
» City of Covina, Street Resurfacing - Clover et al
» City of Duarte, ATP Cycle 4 Duarte Pedestrian Access
» City of Duarte, Striping Improvements Duarte & Highland
» City of Duarte, Huntington Drive Survey & Utility Research
» City of Duarte, Royal Oaks Stop Sign Warrant Analysis
» City of La Verne, Mainiero Square Improvements
» City of La Verne, Public Safety Parking Enhancements
» City of La Verne, Arrow Hwy Urban Greening Grant Project
» City of La Verne, White Avenue Street Rehabilitation
» City of Norco, Valley View- 3rd to 4th
» City of Norco, Fourth Street- Slerra Avenue to Temescal Avenue
» City of Pomona, Street Rehabilitation Districts 4 and 5
» City of Pomona, Cycle 4 ATP
» City of Pomona, Garey Avenue Rehabilitation - Aliso to Monterrey Avenue
» City of San Dimas, Horsethief Canyon Equestrian Center Improvements

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Geo-Advantec Inc. (GAI)

Subconsultant Partner - Geotechnical Services

Geo-Advantec, Inc.
Geotechnical Engineering, Earthquake Engineering, Engineering Geology

Shawn Ariannia, Ph.D., PE, GE

Qualifications

39+
Years of Experience

Ph.D. Geotechnical Engineering, University of California, Los Angeles
M.S. Civil Engineering, University of Tehran
B.S.C.E. University of Tehran
G.E. - Registered Geotechnical Engineer, CA -2824
P.E. - Registered Civil Engineer, CA -RCE 65642
Project Partner: Principal Geotechnical Engineer
Contact Information: (909) 315-5751 | sariannia@Geo-Advantec.com

Professional Summary

Shawn Ariannia, Ph.D., PE, GE has over 39 years of has over 39 years of experience in the design, supervision, and technical management of transportation, transit, and different types of public projects in structural and geotechnical fields. During the last two decades, he has performed geotechnical engineering services for various types of projects in Southern California including highway/transportation, PA/ED, and PS&E studies for Caltrans/Los Angeles County Metropolitan Transportation Authority (LA Metro) highway projects, bridges, parking structures, aviation, ports, educational facilities, and numerous CIP/pavement and vertical/building projects for various cities and municipalities.

Dr. Ariannia has extensive experience in LA Metro Highway Program PA/ED and PS&E projects and a vast knowledge of Caltrans regulations related to highway design. He has supervised complex and large transportation geotechnical engineering projects.

Areas of Expertise

- Saved hundreds of thousands of dollars for clients by providing high quality yet economic alternate geotechnical value engineering solutions
- High extent of familiarity with all the educational local, state, and federal laws and regulations
- Vast knowledge and experience in geotechnical seismic rehabilitation study and site specific evaluations
- Extensive experience in Pavement design, retrofit and management projects with various cities in Southern California

Experience

- Geotechnical Pavement Engineering Report for East Bonita Avenue Pavement Rehabilitation, City of San Dimas, San Dimas, CA: Principal-In-Charge/Principal Geotechnical Engineer. GAI provided a limited geotechnical investigation for the project that included performing a site reconnaissance, conducting cores, performing laboratory testing, reviewing the field data and laboratory test results, and performing engineering analyses.
- Geotechnical Investigation for Pavement Distress within the San Dimas Loop, City of San Dimas, San Dimas, CA: Principal Geotechnical Engineer. GAI provided a geotechnical investigation which included a review of existing soils reports, site reconnaissance and subsurface exploration, laboratory testing, design recommendations, a slope study analysis, and a final report. We also provided geotechnical observation and materials testing services during the repair of the slope.

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Kana Subsurface Engineering

Subconsultant Partner - Potholing Services

Malouamaua Tauaese Jr.

Qualifications

20+
Years of Experience

Project Partner: Manager

Contact Information: (909) 204-5987 or info@kseconstruction.com

Website: www.kse.com.construction

Professional Summary

A results-driven construction and project management professional with 20 + year industry experience and over 10 years with Kana, Malouamaua has extensive experience in estimating, field coordination, and operational oversight. Proven ability to manage complex projects from bid to closeout, ensuring alignment with budget, schedule, and safety standards. Skilled in cross-functional collaboration with field teams, accounting, and clients to deliver high-quality outcomes.

Core Responsibilities

- Lead project estimation and bid preparation for new opportunities.
- Coordinate awarded contracts with field personnel to ensure accurate execution and cost tracking.
- Oversee procurement of materials and scheduling of equipment to meet project timelines.
- Monitor production, sales, and contribute to work-in-progress (WIP) reporting.
- Prepare final project reports and documentation for internal and client use.

Key Skills

- Leadership and team coordination across project lifecycles.
- Business development focused on client retention and acquisition.
- Administrative expertise in accounting, safety compliance, and contract management.
- Strong focus on safety and loss prevention for both company and client operations.
- Proficient in scheduling personnel, equipment, and project timelines.

Experience with RKA

» City of Covina, Sewer Installation Project- Zone 10

» City of Norwalk, Holifield Park Parking Lot

06 References

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Experience Across Southern California

Over the years, RKA has successfully provided municipal consulting services to the following local agencies:

- Artesia
- Baldwin Park
- Beverly Hills
- Bradbury
- Buena Park
- Carson
- Cathedral City
- Chino
- Chino Hills
- Claremont
- Coachella
- Covina
- Corona
- Desert Hot Springs
- Diamond Bar
- Downey
- Duarte
- Fontana
- El Centro
- Glendora
- Indio
- La Quinta
- La Verne
- Lawndale
- Manhattan Beach
- Monrovia
- Montebello
- Monterey Park
- Moreno Valley
- Norwalk
- Palm Springs
- Pasadena
- Pico Rivera
- Pomona
- Rosemead
- San Dimas
- San Gabriel
- San Marino
- Sierra Madre
- Signal Hill
- South Gate
- South Pasadena
- Stanton
- Torrance
- Temple City
- Walnut

Client References

RKA proudly partners with local agencies, offering services from city engineering to full-service municipal engineering. We are committed to providing exceptional service to our clients. The client references listed below can attest to table our team's technical expertise, reliability, and performance. They are available to provide additional insight into our capabilities and successful project delivery.

Agency Name	Services Provided	Client Contact Information
City of Walnut 1981-Current (44 Years)	City Engineering Full-Service Municipal Engineering	Melissa Barcelo, Director of Public Works mbarcelo@ci.walnut.ca.us (909) 595-5605
City of La Verne 1988-Current (37 Years)	City Engineering Full-Service Municipal Engineering	Danny Wu, Director of Public Works dwu@laverneca.gov (909) 596-8726
City of Duarte 1999-Current (26 Years)	City Engineering As-needed Capital Improvement Projects	Stephanie Sandoval, Public Works Manager ssandoval@accessduarte.com (626) 357-7931
City of San Dimas 2006-Current (23 Years)	City Engineering As-needed Capital Improvement Projects	Shari Garwick, Public Works Director sgarwick@sandimasca.gov (909) 394-6260
City of Norco 2004-Current (21 Years)	City Engineering As-needed Capital Improvement Projects	Sam Nelson, Public Works Director snelson@ci.norco.ca.us (951) 270-5607
City of Covina 2015-Current (10 Years)	Contract Engineering As-needed Capital Improvement Projects	Rafael Fajardo, City Engineer/Public Works Director rfajardo@covinaca.gov (626) 384-5400

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City of Stanton — Fiscal Year 2024/2025 Sewer Rehabilitation Project (CIP-001)

Project Reference :City of Stanton: Han Sol Yoo P.E., Civil Engineer
HYoo@stantonca.gov | (714) 890-4204



Project Relevance
- Sewer Design & Rehabilitation
- Pavement Rehabilitation Design
- ADA Compliant Sidewalks & Ramps
- CCTV Video Inspection
- Utility and Agency Coordination
- PS&E

Project Team
Project Manager: Cesar Ortiz, PE, TE, QSD
cortiz@rkagroup.com | (909) 594-9702

Assistant Engineer: Samuel Kala, EIT
Quality Control: Cody Howing, PE, QSD

We partnered with the City of Stanton to design the plans and specifications for their Fiscal Year 2024/25 Sewer Rehabilitation Project (CIP-001). This capital improvement project's scope involved the repair and rehabilitation of severe defects in 12 different sewer pipeline segments across the City. The project's preliminary recommendations involved using trenchless UV-Cured in-place pipe (UV CIPP) liners, a low-cost method that can extend the life of pipes by up to 50 years without the need for excavation. In addition to the pipe relining, the project includes rehabilitating 24 sewer manholes with cleaning, grouting, and epoxy coating to protect against corrosion. Construction Cost: $460,000

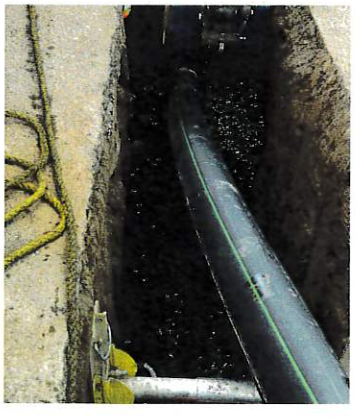
City of Covina — Sewer Relief Line Project-San Bernardino Road, 2nd to 3rd Avenue

Project Reference: City of Covina: Rafael Fajardo, City Engineer
rfajardo@covinaca.gov | (626) 384-5489



Project Relevance:
- Sewer Design & Rehabilitation
- Topographic Survey w/Kelose & Associates
- PS&E

Project Team
Project Manager: Michael Lee, PE, QSD
mlee@rkagroup.com | (909) 594-9702
Assistant Engineer: Juan Salazar, PE, QSD/QSP
Quality Control: Cody Howing, PE, QSD



Our team provided design engineering and construction management services for the City of Covina Sewer Relief Line Project, which replaced an undersized 8-inch sewer line with a new 10-inch line along San Bernardino Road, between 2nd and 3rd Avenue. The scope included removal and replacement of the existing sewer main, reconstruction of manholes, and replacement of sewer laterals to address system deficiencies and increased capacity demands. These improvements helped mitigate the risk of the system overflows, reduced maintenance burdens, and positioned the infrastructure for long-term reliability and growth in the service area. Construction Cost: $970,000

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City of Bradbury — Mount Olive Lane Sewer Improvement Project

Project Reference :City of Bradbury: Kevin Kearney, City Manager
kkearney@cityofbradbury.org | (626) 358-3218





Project Relevance
- Sewer Design & Rehabilitation
- Pavement Rehabilitation Design
- Utility and Agency Coordination
- PS&E

Project Team
Project Manager: Michael Lee, PE, QSD
mlee@rkagroup.com | (909) 594-9702

Assistant Engineer: Cesar Ortiz, PE, QSD
Quality Control: Cody Howing, PE, QSD

Our team provided design and construction management services for the City of Bradbury's capital improvement project, which extended the public sewer to eleven residences on Mount Olive Lane and Drive. The project involved the installation of 1,415 feet of 8-inch HDPE pipe, 186 feet of 6-inch HDPE pipe, and five manholes. Due to the topography and existing structures like pools and slopes, the sewer line had to be placed at the rear of the properties, with the main alignment running through the Royal Oaks Elementary School property. This required securing a sewer easement from the Duarte Unified School District, which was officially recorded in January 2020.
Construction Cost: $714,000

City of Covina — City-Wide Sewer Adjustment Project

Project Reference: City of Covina: Rafael Fajardo, City Engineer
rfajardo@covinaca.gov | (626) 384-5489



DESCRIPTION
CCTV investigation in progress



DESCRIPTION
CCTV investigation in progress

Project Relevance:
- Sewer Design & Rehabilitation
- CCTV Video Analysis
- PS&E

Project Team
Project Manager: Michael Lee, PE, QSD
mlee@rkagroup.com | (909) 594-9702
Assistant Engineer: Juan Salazar, PE, QSD/QSP
Quality Control: Cody Howing, PE, QSD



CCTV investigation in progress

Our team partnered with the City of Covina for the Capital Improvement Project, "City-Wide Sewer Adjustment" which included engineering design services to extend the sewer main from an existing manhole in an alley to Orange Street. The project's scope involved approximately 250 linear feet of 8-inch VCP sewer main, three new manholes, and two new 6-inch VCP sewer laterals. The proposed sewer main on Orange Street was designed to provide future service connections to properties at 401 Citrus Avenue and 129 & 137 Orange Street.

Construction Cost: $170,000

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City of Downey

Capital Improvement Project No. 22-20 Residential Streets Pavement Rehabilitation - Area 5

Project Relevance

- Pavement Rehabilitation
- Residential Streets
- ADA Compliant Curb & Sidewalks
- Utility and Agency Coordination
- PS&E
- Construction Support
- Cost-Effective Solutions



Project Team

Project Manager: Cody Howing, PE, QSD
chowing@rkagroup.com | (909) 594-9702

Assistant Engineer: Samuel Kala, E.I.T.
Quality Control: Michael Lee PE, QSD





RKA provided comprehensive engineering design services for the City of Downey's multi-phase Residential Streets Pavement Rehabilitation Program, covering Area 5, with the goal to extend pavement service life, improve surface conditions, and enhance ADA accessibility across a mix of collector and local streets within predominantly residential neighborhoods. RKA led field assessments, topographic surveying, project management, utility coordination, ADA compliance reviews, preliminary and final PS&E documents, and value-engineered street rehabilitation strategies such as slurry seal, cape seal, mill and overlay, and 4" full-depth reconstruction. We selected the ARAM system to support durability and cost-effective solution for the restoration of these streets. We managed coordination with utilities and proactively supported the City in prioritizing repairs based on budget constraints and PCI analysis, with the scope also including concrete spot repairs, sidewalk trip hazard mitigation, curb ramp upgrades, and drainage review. RKA worked closely with City staff from initial street selection in the Area 5 limits, through final bid-ready construction documents, ensuring constructability, cost efficiency, and minimal disruption to residents. Our construction management and engineering oversight ensured that all improvements were delivered to the highest standards of quality, fully aligned with City specifications and expectations.

Agency Project Reference
City of Downey: Matt Baumgardner, Director of Public Works
mbaumgardner@downeyca.org| (562) 869-7331

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City of Covina — Street Residential Resurfacing - Colver Rimhurst Bridger Glentana et al Project- Phase 1

Project Relevance
- Street Rehabilitation
- ADA Compliant Sidewalks & Ramps
- Cold Milling
- As-Builts & Utility Coordination
- Bidding & Construction Support
- Inspection





Project Highlights & Impact
- Aligned with City Goals
- Improved Mobility & Accessibility
- Roadway Sustainability
- Detailed Reporting & Compliance
- Partnership and Responsiveness
- Timely Delivery

Construction Cost: $800,000 Construction Start Date: March 2024

Construction Completion Date: Approx. June 2024 — Team supported design only

RKA partnered with the City of Covina to provide civil engineering services including professional design, funding compliance management, construction support, and inspection services. The project involved resurfacing residential streets including Colver Place, Rimhurst Avenue, Ivescrest Avenue, Haller Street, Bridger Street, Glentana Street, Enid Avenue, Vogue Avenue, Janalinda Avenue, and Waterbury Avenue. The City requested cold milling and placement of new 4-inch asphalt concrete pavement, miscellaneous concrete improvements, and ADA curb ramp replacements. We led utility coordination by securing as-builts, identifying conflicts, and developing cost-savings strategies during design. We created tailored project exhibits and optimized plan sheets for clarity and contractor efficiency. Supported bidding and construction with responsive RFI handling, fair RFP processes, and oversight to minimize delays. Successfully delivered the project under budget, achieving durable infrastructure improvements and positive community satisfaction.



Project Team

Project Manager: Michael Lee, PE, QSD
mlee@rkagroup.com | (909) 594-9702

Quality Control: Cody Howing. P.E.

Assistant Engineer: Diego Diego, E.I.T.

Inspector: Walt Pruszynski

Agency Project Reference
City of Covina: Rafael Fajardo, City Engineer/Director of Public Works
rfajardo@covinaca.org | (626) 384-5489

07 Schedule

RKA CONSULTING GROUP

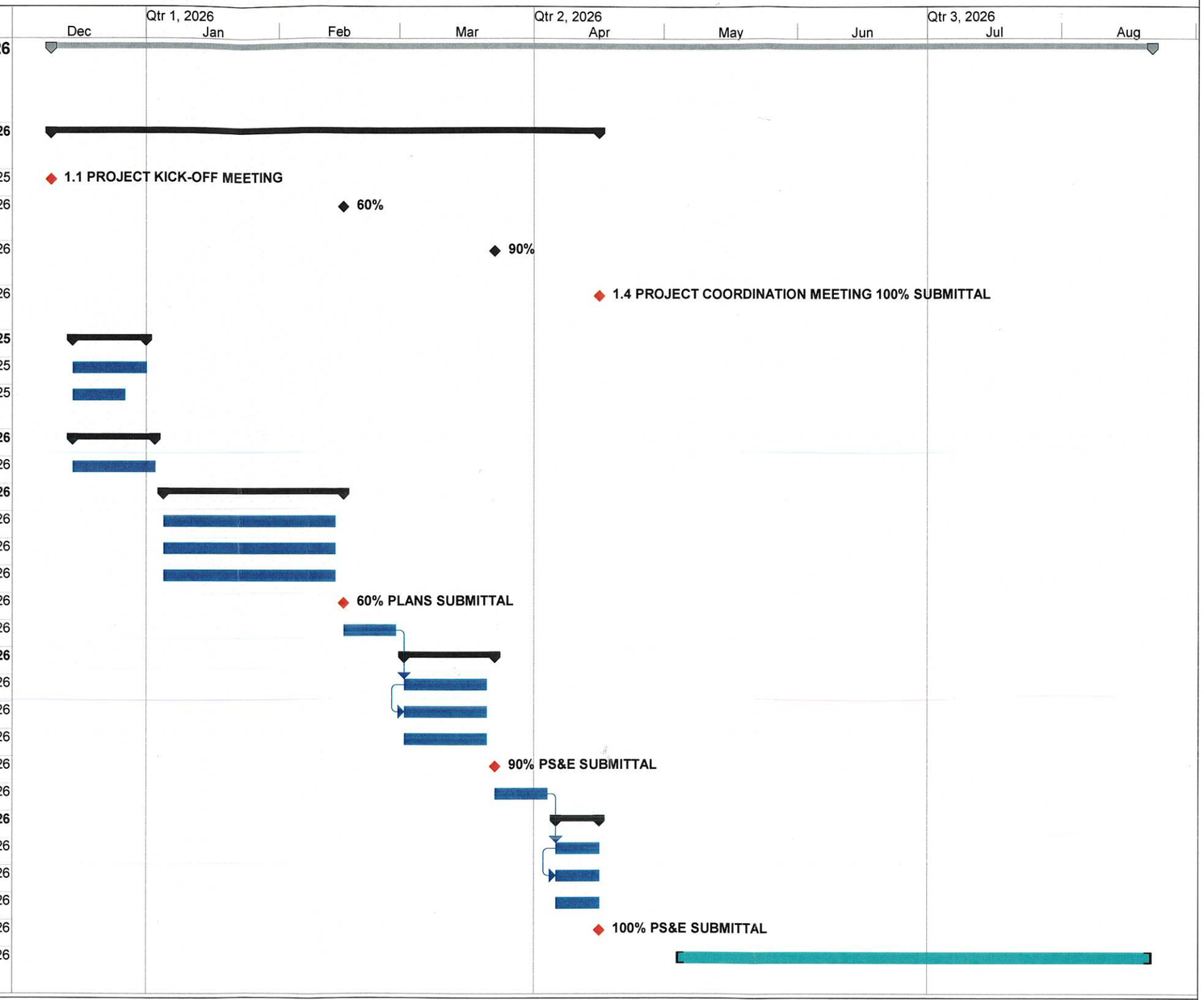
PROJECT SCHEDULE

CITY OF STANTON

VIA IRANA & VIA KANNELA SEWER REPLACEMENT AND STREET IMPROVEMENTS

RKA CONSULTING GROUP

ID	Task Name	Duration	Start	Finish
0	**CITY OF STANTON - VIA IRANA & VIA KANELLA SEWER REPLACEMENT AND STREET IMPROVEMENTS**	**183 days**	**Wed 12/10/25**	**Fri 8/21/26**
1	**TASK 1 - PROJECT KICK-OFF AND MILESTONE MEETINGS**	**91 days**	**Wed 12/10/25**	**Thu 4/16/26**
2	1.1 PROJECT KICK-OFF MEETING	0 days	Wed 12/10/25	Wed 12/10/25
3	1.2 PROJECT COORDINATION MEETING 60% SUBMITTAL	0 days	Mon 2/16/26	Mon 2/16/26
4	1.3 PROJECT COORDINATION MEETING 90% SUBMITTAL	0 days	Mon 3/23/26	Mon 3/23/26
5	1.4 PROJECT COORDINATION MEETING 100% SUBMITTAL	0 days	Thu 4/16/26	Thu 4/16/26
6	**TASK 2 - PRELIMINIARY UTILITY COORDINATION**	**13 days**	**Mon 12/15/25**	**Wed 12/31/25**
7	2.1 UTILITY RESEARCH AND COORDINATION	13 days	Mon 12/15/25	Wed 12/31/25
8	2.2 GROUND PENETRATION RADAR AND POTHOLE INVESTIGATION	10 days	Mon 12/15/25	Fri 12/26/25
9	**TASK 3 - PRELIMINARY DESIGN**	**15 days**	**Mon 12/15/25**	**Fri 1/2/26**
10	3.1 TOPOGRAPHICAL SURVEY	15 days	Mon 12/15/25	Fri 1/2/26
11	**TASK 4 - 60% DESIGN PLANS**	**30 days**	**Mon 1/5/26**	**Mon 2/16/26**
12	4.1 SEWER AND STREET IMPROVEMENT PLAN	30 days	Mon 1/5/26	Fri 2/13/26
13	4.2 DRAFT SPECIFICATIONS	30 days	Mon 1/5/26	Fri 2/13/26
14	4.3 ENGINEERING COST ESTIMATE	30 days	Mon 1/5/26	Fri 2/13/26
15	60% PLANS SUBMITTAL	0 days	Mon 2/16/26	Mon 2/16/26
16	CITY REVIEW	10 days	Mon 2/16/26	Fri 2/27/26
17	**TASK 5 - 90% PS & E**	**15 days**	**Mon 3/2/26**	**Mon 3/23/26**
18	5.1 SEWER AND STREET IMPROVEMENT PLAN	15 days	Mon 3/2/26	Fri 3/20/26
19	5.2 DRAFT SPECIFICATIONS	15 days	Mon 3/2/26	Fri 3/20/26
20	5.3 ENGINEERING COST ESTIMATE	15 days	Mon 3/2/26	Fri 3/20/26
21	90% PS&E SUBMITTAL	0 days	Mon 3/23/26	Mon 3/23/26
22	CITY REVIEW	10 days	Mon 3/23/26	Fri 4/3/26
23	**TASK 6 - 100% DESIGN PS & E**	**8 days**	**Mon 4/6/26**	**Thu 4/16/26**
24	6.1 SEWER IMPROVEMENT PLAN AND PROFILES	8 days	Mon 4/6/26	Wed 4/15/26
25	6.2 FINAL SPECIFICATIONS	8 days	Mon 4/6/26	Wed 4/15/26
26	6.3 ENGINEERING COST ESTIMATE	8 days	Mon 4/6/26	Wed 4/15/26
27	100% PS&E SUBMITTAL	0 days	Thu 4/16/26	Thu 4/16/26
28	**TASK 7 - BIDDING/CONSTRUCTION SUPPORT AND AS-BUILT DRAWINGS**	80 days	Mon 5/4/26	Fri 8/21/26



Project: CITY OF STANTON - VIA IRANA & VIA KANELLA SEWER
Date: 10/16/2025

Task	Project Summary	Inactive Summary	Manual Summary	External Milestone	
Split	External Tasks	Manual Task	Start-only	Progress	
Milestone	External Milestone	Duration-only	Finish-only	Deadline	
Summary	Inactive Milestone	Manual Summary Rollup	External Tasks		

08 Required Statements & Forms

RKA CONSULTING GROUP

RKA CONSULTING GROUP

Required Statements and Forms

The following statements are provided to satisfy RFP Sections 8–9.

8. Insurance Statement

- RKA Consulting Group carries the insurance coverage required by the RFP, including General Liability, Professional Liability, and Workers' Compensation outlined in the Sample Professional Services Agreement. Certificate of Insurance will be provided upon award and contract issuance.

9. Exceptions and Deviations

- No exceptions or changes to the RFP terms are requested.
- Acknowledgment there is no objection to the contract requirements outlined in Exhibit D.

CITY OF Stanton

EXHIBIT C

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	95-3759733 Vendor's Tax ID Number (FEIN)
David Gilbertson, PE,TE, PLS Type/Print Name of Signatory	RKA Consulting Group Company Name
President Title	909-594-9702 Phone Number
398 Lemon Creek Drive, Suite E, Walnut, CA 91789 Consultant Mailing Address	909-594-2658 Fax Number
	www.rkagroup.com Website Address
Form of Business (mark one of the following):	dgilbertson@rkagroup.com E-mail Address

☐Sole Proprietor/Individual

☐Partnership

☒Corporation

☐Limited Liability Company (LLC)

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

REQUEST FOR PROPOSALS (RFP)

FOR

PROFESSIONAL DESIGN FOR VIA IRANA & VIA KANNELA SEWER REPLACEMENT AND STREET IMPROVEMENT PROJECT

City of Stanton
Public Works & Engineering Department
7800 Katella Avenue
Stanton, CA 90680
(714) 379-9222 | StantonCA.gov

Approved for Advertising:

Cesar Rangel, P.E.
Public Works Director/City Engineer
CRangel@StantonCA.gov
(714) 890-4203

KEY RFP DATES (Subject to Change):

Issue Date:	Thursday, September 18, 2025
Deadline for Questions:	Tuesday, October 7 , 2025 at 4:00 p.m.
Proposal Due Date:	**Thursday, October 16, 2025, at 4:00 p.m.**
Presentation/Interviews:	TBD (as necessary)

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EXHIBIT A: SEWER ATLAS MAPS

EXHIBIT B: LOCATION MAP AND AS-BUILT PLANS

EXHIBIT C: PROPOSAL ACKNOWLEDGEMENT FORM

EXHIBIT D: SAMPLE PROFESSIONAL SERVICES AGREEMENT

I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton ("City") is requesting proposals from qualified consultants to provide design services for sewer replacement, street improvements and ADA enhancements.

Proposals must conform to the requirements of this Request for Proposal (RFP) and proposals must be submitted in a sealed envelope to the Department of Public Works and Engineering no later than **4:00 p.m. on Thursday, October 16, 2025**. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The city alone, using the criteria determined by the city, will select the qualified candidate.

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

Please direct any questions by the deadline for questions listed on the cover page of this RFP to Cesar Rangel, Director of Public Works/City Engineer, via email at CRangel@StantonCA.gov.

II. PROJECT BACKGROUND

The 2024 Sewer Master Plan Update and found that overall, the City's sewer system has sufficient capacity. It also describes the negligible impact of additional wastewater flow from Accessory Dwelling Units (ADUs) and discusses how the Master Plan Update accounted for the additional flow that would be generated by new housing units required to meet the City's Regional Housing Needs Allocation (RHNA). Additionally, the pipeline condition assessment summarized that approximately 35% of sewer pipelines require improvements such as point repairs, rehabilitation or replacement. The City is looking to design sewer replacement and street improvements of the limits below:

Street Name	Start	End
Via Irana	End/Cul-De-Sac	Approximately 900 ft. from End/Cul-De-Sac
Via Kannela	End/Cul-De-Sac	Via Jardin

Sewer**:** 2024 Sewer Master Plan CIP-002 consists of replacing approximately 1,509 linear feet of existing 8-inch concrete pipe gravity flow, rehabilitate exiting manholes, reconnection of service laterals and if necessary, a By-pass pumping plan. Prior to commencing design, it is recommended to review the 2024 Sewer Master Plan and CCTV videos for each segment of sewer pipe to perform a verification of improvements. The 2024 Sewer Master Plan is available for review on the City's website. CCTV videos and reports will be available for the awarded consultant.

Street**:** Rehabilitate existing asphalt pavement in the street. Also, replace damaged curb & gutter, sidewalk, and driveway approaches to current ADA compliant standards. The current pavement conditions for both streets are good. However, construction will severely impact the condition of the pavement after installation of the sewer.

III. SCOPE OF SERVICES

The City desires to have Plans, Specifications, and Estimate ("PS&E"), a complete bid package, public meetings, and procurement of necessary permits for the project. The City will furnish the boiler plate specifications. Final plans shall be scaled and in reproducible sheets. The selected consultant shall conduct all engineering and administrative tasks necessary to complete the project.

Project tasks shall include, but are not necessarily limited to, those items noted below. If the consultant feels that additional tasks are warranted, they must be clearly identified in the consultant's proposal.

The development of the Design for VIA IRANA & VIA KANNELA SEWER REPLACEMENT AND STREET RESURFACING PROJECT requires the following objectives:

- Project kick-off and milestone meetings
    - In-person meetings with City staff to discuss all aspects of the project including project timeframe, design alternatives, budget, cost estimates, construction alternatives, deliverables, and expectations.
- Preliminary Utility Notices
    - Consultant shall send a preliminary notice to each utility company affected by the proposed improvements. Request plans from utility company(s) for any existing improvements, prior rights information and, if required, a schedule for any relocation from each utility.

- Geotechnical
    - Consultant shall perform core sampling to evaluate the structural condition and physical conditions of the existing soil. Following the sampling and tests, the Consultant shall prepare a geotechnical investigation report addressing results of the site inspections, existing pavement survey, field sampling, laboratory testing, R-Value testing, structural section recommendations, and prioritized listing of pavement rehabilitation methods with cost benefit determinations considered

for each of the street segments. The report shall include recommendations for all aspects (sewer and pavement) of this project where a geotechnical investigation for design is deemed necessary.

* The consultant will be required to identify any existing underlayment, groundwater and hazardous materials to a depth deemed necessary.

- Survey
    - Consultant shall perform the required surveying scope for this project. A topographic and boundary survey of the project shall be complete identifying right-of-way limits, utilities, all physical street features. Consultant shall confirm curb ramps are ADA compliant and adhere to Standard Plans for Public Works Construction for curb ramp design. Detailed elevation information shall be provided on a grid for all curb ramp locations. All improvement information obtained from records and survey shall be verified in the field.

- Ground Penetration Radar
    - Consultant shall perform ground penetrating radar to identify the depth and alignment of subsurface utilities including service laterals. Additionally, pothole at four (4) locations to assure existing depth, size, and material of all utilities.
    - Investigate and analyze the existing site conditions and provide recommendations or alternatives to fit the proposed sewer improvements.

- Utility Coordination
    - Send final notice to each affected utility company to complete relocations, distribute design plans and coordinate the design directly with all utility companies.

- Final PS&E
    - Plans Design
        - The Final Plans shall be developed to bid the project for construction. Development of the design plans shall include plan view (sewer and street), profile view (sewer only), standard plans, details, and pertinent information. The plans shall comply with standard specifications and plans for public works construction (GreenBook; latest edition) A complete engineering plan set shall be submitted at 60%, 90%, and 100%. The 60% submittal shall be understandable and thoroughly developed. Although the design is not complete at this stage of development, most

technical content should be provided. The 90% submittal shall include the consultant complete, QA-checked, and final-quality documents. The 100% submittal is the 90% submittal documents with all compliance comments resolved, all others dispositioned as necessary, and documents approved and issued for acceptance by the City.

- Specifications
  - Specifications shall be submitted at 60%, and 90% maturity for City review. The specifications shall include all pertinent information for materials and instructions necessary for the project, understandable and thoroughly developed. The specifications shall comply with standard specifications and plans for public works construction (GreenBook; latest edition). The 60% specifications submittal shall include a list of intended specification sections (numbers and titles) and as a minimum, numbers and titles for additional sections to be written. The 100% specifications submittal shall portray complete scope of work, and have non-applicable sections removed.

- Estimates
  - The engineer's estimate for construction costs shall be based on local unit costs. Estimates shall be organized in a line-item format so that non-essential items can be added or deleted depending on available funding. Engineering estimates are to be submitted with the 60% and 90% plan submittals.

QA/QC shall be performed for each deliverable. The consultant shall refrain from submitting incomplete work and from submitting irrelevant information on the plans, specifications, and cost estimates. Submittals are deemed complete only after review and acceptance is provided by the City. The 100% PS&E submittal is the 90% submittal documents with all compliance comments resolved, all others dispositioned as necessary, and documents approved and issued for acceptance by the City.

- Response to Requests for Information (RFI's)
  - Consultant shall respond to bid phase Requests for Information (RFI's) while the bid set is out to bid and provide supporting documentation for an addenda. City shall provide Consultant an RFI log with all Contractor questions pertaining to the design and construction of the bid documents. Consultant to provide

responses to RFI's within three (3) working days of receiving RFI. Consultant support with the evaluation of submitted bids may also be requested by City.

- Construction Support
    - The Consultant shall provide support with project equipment submittals, clarifications with design, review submittals for change orders, prepare record drawings, and approval of work assignments during construction of the project. The Consultant shall provide responses within two (2) working days of receiving a notices to avoid delaying construction efforts. The Consultant will be expected to attend the pre-construction meeting, construction field progress meetings (three (3) meetings minimum) and the post-construction meeting.

Design is expected to be completed in a timely manner.

IV. SUBMISSION REQUIREMENTS

Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

Three (3) copies of the Proposal must be submitted containing the following elements:

- Proposers must submit three (3) bound copies of their proposal to the City for review.
- 8-1/2" x 11" sheet sizes should be used for the text, with 11" x 17" sheet sizes for any fold-out drawings.
- The proposal shall be limited to twenty-five (25) pages. Resumes for proposed personnel, tabs, and cover/back pages will not be counted towards the page limit.
- Proposals should be as concise as possible and specific to this project. Lengthy narratives are discouraged and proposers should NOT include any unnecessarily elaborate promotional material.

LETTER OF TRANSMITTAL

A Letter of Transmittal shall be addressed to Cesar Rangel, P.E., Director of Public Works/City Engineer, and, at a minimum, must contain the following information:

- Identification of the proposing Consultant who will have contractual responsibility with the City. Identification shall include the legal name of the company, corporate address,

telephone number, and email address of the contact person identified during the period of proposal evaluation.

- A statement representing that the Consultant has thoroughly examined and become familiar with the work required in this RFP and is capable of performing quality work to achieve the objectives of the City.
- Acknowledgement of receipt of all addenda, if any.
- A statement to the effect that the proposal shall remain valid for a period of not less than ninety (90) days from the date of submittal.
- Signature of the official authorized to bind Consultant to the terms of the proposal.
- Signed statement attesting that all information submitted with the proposal is true and correct.

WRITTEN PROPOSAL

The Proposal shall consist of the following sections:

1. Letter of Transmittal. Contents of the Letter of Transmittal listed above.
2. Firm Structure and History. Including the firm's experience managing projects similar in magnitude and scope, key personnel and structure (organization chart), credentials, background, and ownership of the firm.
3. Key personnel. List qualifications of personnel with resumes and a breakdown of responsibilities. The Firm's project manager, who will be responsible for planning, coordinating, and conducting the majority of the work, must be identified and committed to the project. The City must approve changes to key personnel committed to work on the project subsequent to award of contract. Resumes must be submitted for key personnel who will be assigned to this project.
4. A narrative briefly describing the proposed approach using general descriptions for the activities.
5. A list of proposed sub-consultants, sub-contractors, suppliers, and manufacturers, including their qualifications pertinent to this project.
6. A client reference list from previous City / Government Agency projects of similar scope and magnitude. List should include key personnel-contacts and their position with the agency.
7. A schedule indicating proposed time and duration for completion of project.
8. Evidence of compliance with City insurance requirements.
9. Exceptions and Deviations. Contractor shall state any exceptions or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions. Where the Consultant wishes to propose alternative approaches to meeting the City's technical or contractual requirements, these shall be thoroughly explained. If no contractual

exceptions are noted, Consultant will be deemed to have no objection to the contract requirements as set forth in EXHIBIT D, "Sample Professional Services Agreement."

10. Proposal Acknowledgement Form. Contractor shall complete and submit EXHIBIT C, "Proposal Acknowledgement Form." Failure to submit this signed form will result in the disqualification of the Consultant's proposal.

SEPARATE FEE PROPOSAL

Consultant fee schedule included with the submittal but in a separate sealed envelope. The proposal shall include:

a. Total Project Cost Proposal and hourly rate schedule.
    i. The cost proposal shall have separate line items for the design costs.
b. A table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete the project.

Additional information can be found under Section X, "Payment to Consultant" below.

V. SELECTION CRITERIA

Submitted proposals will be evaluated based on the following factors, but may not be limited to just these factors:

Criteria	**Approximate Weight**
Staffing Capabilities / Technical Competence. Candidates shall have knowledge of the principles and practices of sewer infrastructure, street improvements and ADA compliance. Available resources to perform the requested services, as well as an understanding of the practices, applicable laws and state permits; codes and standards applicable to public works construction.	15%
Approach to Work. Methodology to be implemented to address and coordinate the various elements within the program.	35%
Past Performance Record. Experience in completion of services of similar complexity and scale for other agencies within Southern California is desirable. Efficiency and timeliness in completion of program requirements.	35%
Cost. Reasonableness of the firm's fixed price and or hourly rates, and competitiveness of quoted firm-fixed prices with other proposals received.	10%
Exceptions and deviations from the City's standard Professional Services Agreement.	5%

VI. SELECTION PROCESS

Per California law, the procurement of Professional Services must be selected on the basis of qualifications, or Qualifications Based Selection (QBS) in accordance with Public Law 92-582. The procurement of Professional Services can be one-time or multi-year. Professional services contracts have provisions for specific terms, compensation amounts, and scopes of services.

The City reserves the right to require in-person interviews with Consultants, if deemed necessary, after the evaluation of the written proposals. In this case, the Consultants of the three (3) highest-scoring written proposals will be invited to interviews prior to final selection of the Consultant.

Each RFP will be reviewed to determine if it meets the submittal requirements contained within this RFP. Failure to meet the requirements for the RFP will be cause for rejection of the proposal. The city may reject any proposal if it is conditional, incomplete, or contains irregularities. The City may waive an immaterial deviation in a proposal, but this shall in no way modify the proposal document or excuse the Consultant from compliance with the contract requirements if the Consultant is awarded the contract.

The successful Consultant to whom work is awarded shall, within ten (10) days after being notified, enter into a contract with the City for the work in accordance with the specifications and shall furnish all required documents necessary to enter into said contract. Failure of the successful bidder to execute the contract within the ten (10)-day window shall be just cause for the City to contract with the next responsible Consultant.

VII. SUBMISSION DEADLINE

In order to be considered, the Consultant must submit three (3) copies of the Proposal and one (1) copy of the separate Fee Proposal to the following office:

City of Stanton
Public Works & Engineering Department
7800 Katella Avenue
Stanton, CA 90680-3162
Attention: Cesar Rangel, P.E., Director of Public Works/City Engineer

The proposal outer envelope shall be labeled:

PROPOSAL FOR DESIGN OF THE VIA IRANA & VIA KANNELA

SEWER REPLACEMENT AND STREET IMPROVEMENT PROJECT

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

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

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

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

VIII. REQUESTS FOR ADDITIONAL INFORMATION

All questions and/or inquiries regarding this RFP shall be directed to:

Cesar Rangel, P.E.
Director of Public Works/City Engineer
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162
(714) 890-4203
Email: CRangel@StantonCA.gov

All questions and/or inquiries shall be submitted by Thursday, October 7, 2025 at 4:00 P.M.

Consultants are responsible to verify receipt of any addenda issued. We are aware some of our e-mails go to "junk". If you do not receive any addenda by Monday, October 13, 2025**,** please verify any addenda was issued by contacting Cesar Rangel by e-mail or telephone. Confirmation of receipt of all addenda is part of the Proposal Acknowledgement Form (EXHIBIT C).

IX. TAXES AND LICENSES

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

X. PAYMENT TO CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

XI. INSURANCE

A. The Consultant shall have 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.

B. The Contractor shall have Automobile Insurance for owned and non-owned automotive equipment in the amount of not less than $1,000,000.

C. The selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits of no less than $1,000,000 per accident and Comprehensive Professional Liability with limits no less than $2.000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

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

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

E. It is the Consultant's responsibility to ensure that all sub-consultants comply with the following:

> Each sub-consultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such sub-consultant work include soil sample borings, utility potholing, etc.

XII. TERMINATION FOR CONVENIENCE OF THE CITY

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

XIII. INDEPENDENT CONTRACTOR

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

XIV. CONTRACT

The Contract includes the Professional Services Agreement, the City's RFP, the Contractor's Proposal, and Exhibits.

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

XV. GENERAL CONDITIONS

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the proposal; (2) submitting the proposal to the City; (3) presenting during the selection interview; (4) negotiating with the City on any matter related to the proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement, and (6) attendance of City Council for Award of Contract.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Contractor. Services shall not commence until the Agreement for Professional Contractor Services has been executed by the City.

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

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

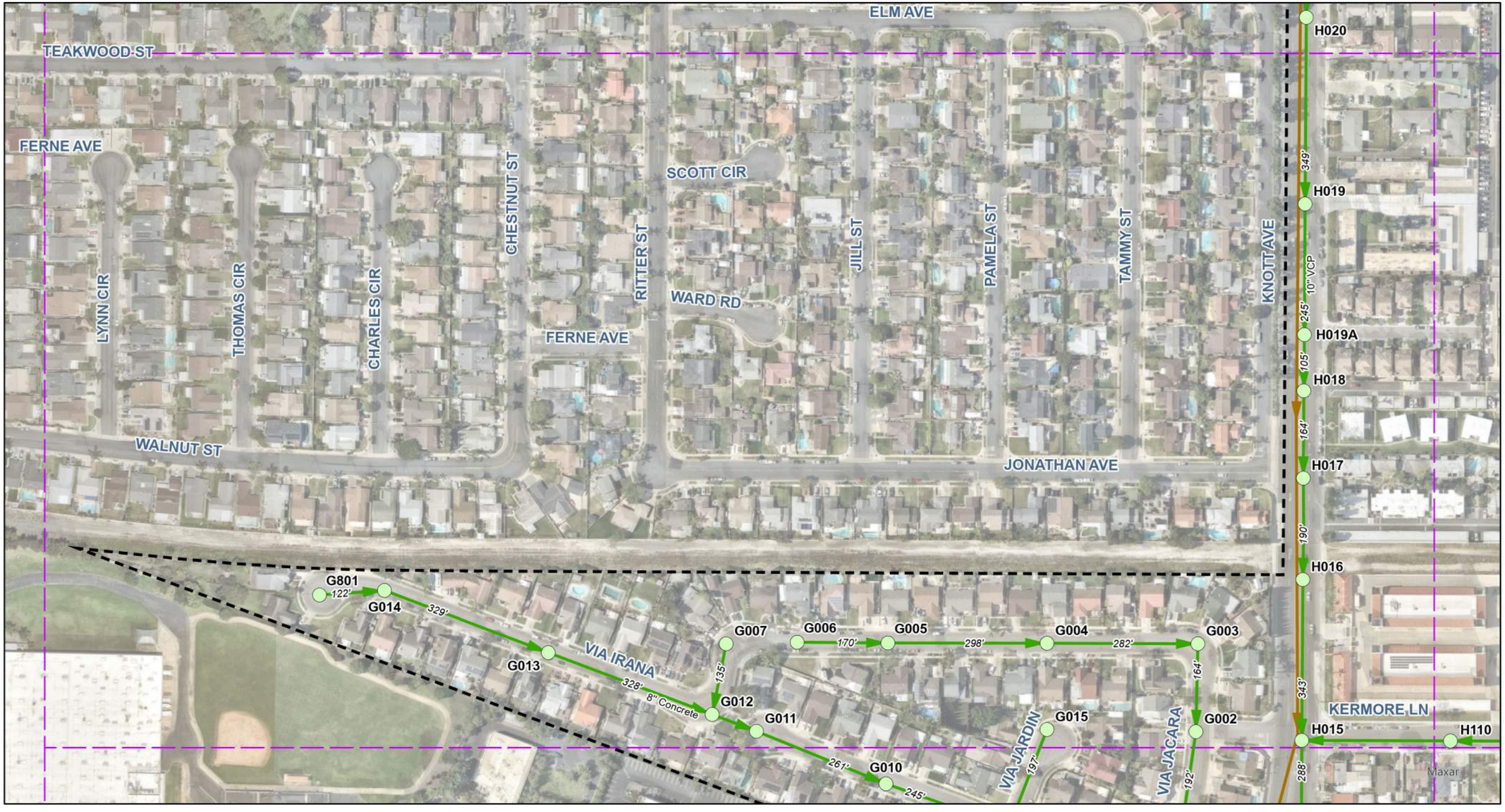
made to the Contractor who, in the opinion of the City, is best qualified.

XVI. PREVAILING WAGES

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et. seq. These labor categories when employed for any work on or in the execution of a "Public Works" project require payment of prevailing wages including but not limited to, testing, potholing and non-design work.

EXHIBIT A

SEWER ATLAS MAPS



Stanton

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0 100 200'

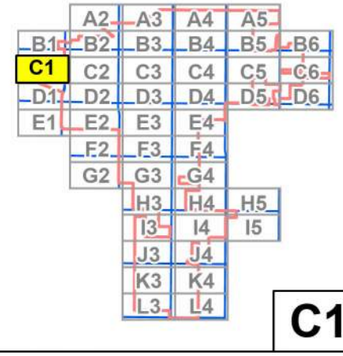
1 inch = 200 feet

FIELD NOTES:

Legend

- Stanton Sewer
- Stanton Sewer on Private Property
- Stanton Sewer Maintained by GGSD
- Stanton Manhole
- Stanton Drop Manhole
- Stanton Buried Manhole
- Stanton Cleanout
- GGSD Sewer
- GGSD Sewer Maintained by Stanton
- GGSD Manhole
- Anaheim Sewer
- Anaheim Manhole
- OCSAN Sewer
- OCSAN Manhole
- City Boundary
- Atlas Grid Lines

All pipes are 8-inch VCP unless otherwise noted



C1



Stanton

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0 100 200'

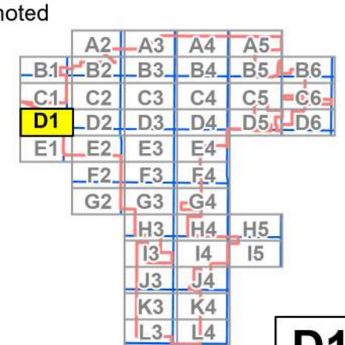
1 inch = 200 feet

FIELD NOTES:

Legend

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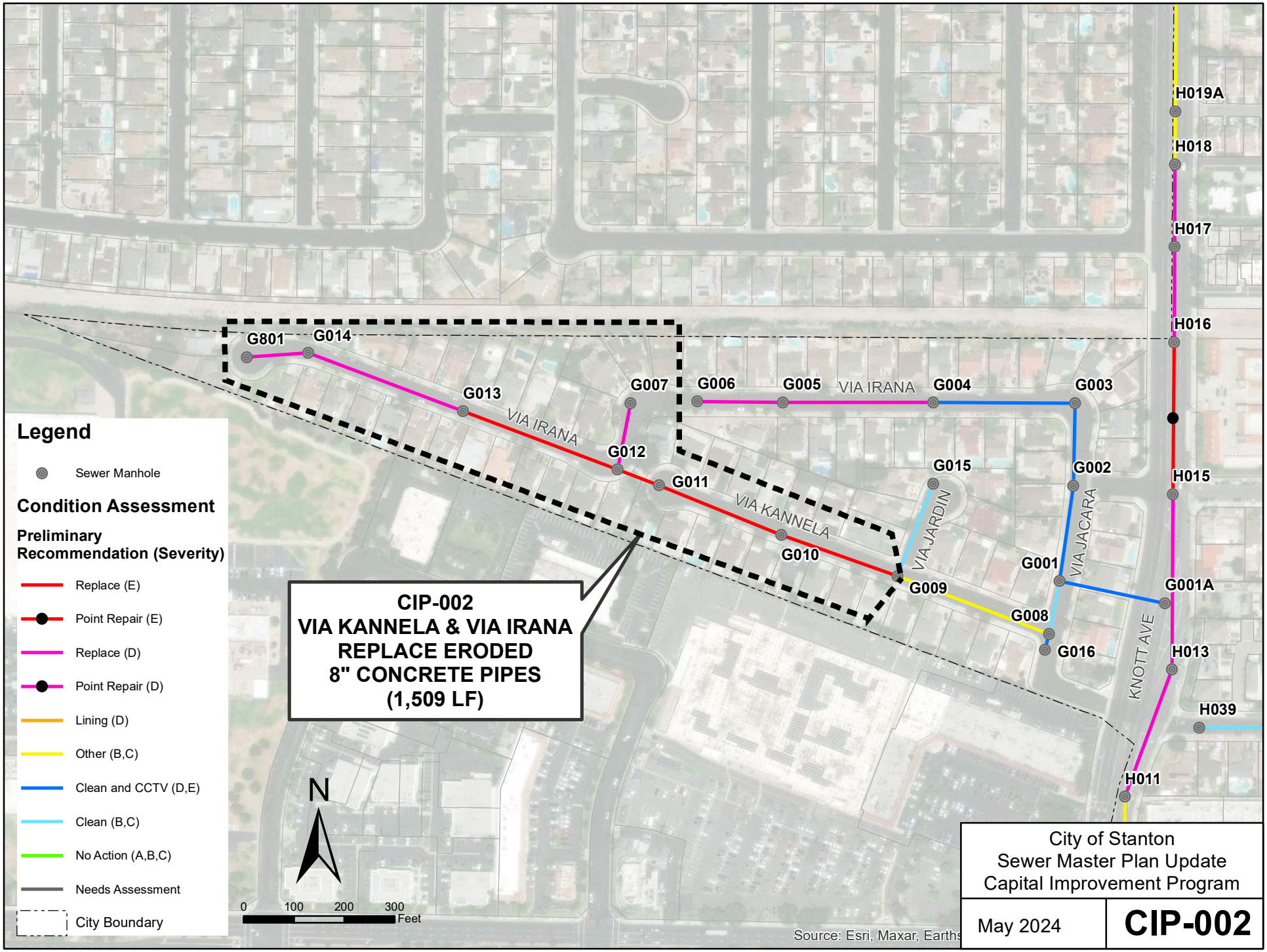


D1

EXHIBIT B

LOCATION MAP AND AS-BUILT PLANS

LOCATION MAP



Public Works and Engineering

TO: All Consultants

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

DATE: October 9, 2025

SUBJECT: **ADDENDUM NO. 1** to the Design for Via Irana & Via Kannela Sewer Replacement and Street Improvement Project RFP

This Addendum No. 1 is being issued for the Design for Via Irana & Via Kannela Sewer Replacement and Street Improvement Project Request for Proposal ("RFP").

The intent of this Addendum No. 1 is to include the following revisions, additions, and/or deletions shall hereby be made part of the RFP documents.

Listed below are the questions / inquiries received and the City's Responses:

1. Is the existing 8" sewer main to be replaced DIP/VCP as shown on the as-builts or concrete per the Exhibit CIP-002 and 2024 Sewer Master Plan?

   Response: The Consultant will be required to pothole and determine the existing materials.

2. Is the City's Pavement Management Plan PCI data available for the streets within the project limits?

   Response: See enclosed attachment (PCI Reports – All Streets).

3. Are the subdivision record drawings available for the water improvements within the project limits?

   Response: No.

4. Based on field observations, it appears the previous pavement treatment for these streets was a slurry seal. Does the City have the date when the previous pavement treatment was completed?

   Response: See enclosed attachment (PCI Reports – All Streets).

5. The 2024 Sewer Master Plan (pg. 72) notes that no condition assessment was done for the eight existing manholes, so their replacement was assumed in

the CIP budget. However, the RFP (pg. 3, Project Background) states that existing manholes should be rehabilitated. Would the City consider allowing a condition assessment to determine whether replacement is necessary?

Response: Yes.

6. If the manholes will only be rehabilitated, will the City also replace or upgrade the existing lids (frames and covers)?

   Response: Yes.

7. Based on As-Builts D-445, Atlas Map CIP-002, and field observations, the sewer line between manholes G012 and G011 (Via Irana to Via Kannel) appears to pass through a landscaping wall, bollards, and may require replacing a flagpole. Since this is a repair/replacement project rather than a capacity project, would the City consider trenchless methods (e.g., CIPP or pipe bursting) to avoid reconstructing these surface improvements?

   Response: Yes. Methods will be discussed with the awarded Consultant.

8. Is there an anticipated construction start goal for the project?

   Response: Yes. summer 2026.

9. Although the existing pavement on both streets is in good condition, does the project require full reconstruction from gutter to gutter? Or would the City consider limiting reconstruction to the sewer trench area with a surface treatment (e.g., mill and overlay) if supported by geotechnical recommendations?

   Response: Mill and overlay is acceptable, if supported by geotechnical recommendation.

10. Does the City of Stanton have a duration window in which the PS&E documents for this project must completed by?

    Response: No. Construction start goal is summer 2026.

11. Is there a specific Quality Management Plan that must be followed for QA/QC?

Response: No.

12. Is the "Proposal Acknowledgement Form" counted in the 25-page limit of the proposal?

    Response: Yes.

13. Does the City have a preferred construction method for the sewer segment between Via Irana and Via Kanella? Since it runs through residential property and landscaping, would the City prefer trenchless methods (e.g., pipe bursting) to avoid open trenching in residents' yards?

    Response: No. Methods will be discussed with the awarded Consultant.

14. Will the City require a Basis of Design (BOD) document outlining design criteria and assumptions (e.g., minimum cover, utility separations, etc.) for review and concurrence before or with the first milestone submittal?

    Response: Yes.

Confirmation of receipt of all addenda is part of the Proposal documents. Failure to acknowledge receipt of all addenda may cause a bid to be deemed non-responsive.

By:

_____

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

Attachment:

- PCI Reports – All Streets

EXHIBIT “B”

SCHEDULE OF SERVICES

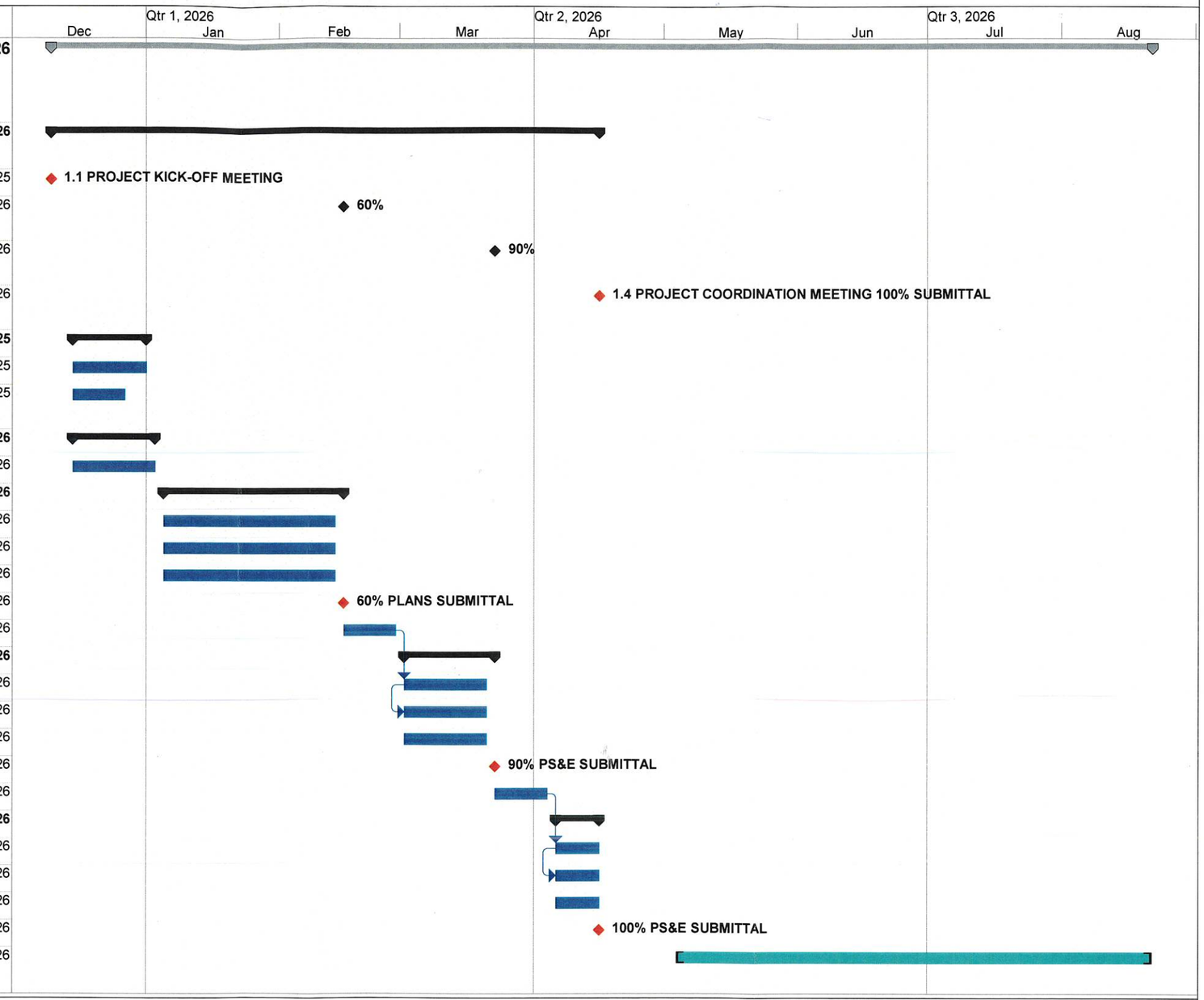
PROJECT SCHEDULE

CITY OF STANTON

VIA IRANA & VIA KANNELA SEWER REPLACEMENT AND STREET IMPROVEMENTS

RKA CONSULTING GROUP

ID	Task Name	Duration	Start	Finish
0	**CITY OF STANTON - VIA IRANA & VIA KANELLA SEWER REPLACEMENT AND STREET IMPROVEMENTS**	**183 days**	**Wed 12/10/25**	**Fri 8/21/26**
1	**TASK 1 - PROJECT KICK-OFF AND MILESTONE MEETINGS**	**91 days**	**Wed 12/10/25**	**Thu 4/16/26**
2	1.1 PROJECT KICK-OFF MEETING	0 days	Wed 12/10/25	Wed 12/10/25
3	1.2 PROJECT COORDINATION MEETING 60% SUBMITTAL	0 days	Mon 2/16/26	Mon 2/16/26
4	1.3 PROJECT COORDINATION MEETING 90% SUBMITTAL	0 days	Mon 3/23/26	Mon 3/23/26
5	1.4 PROJECT COORDINATION MEETING 100% SUBMITTAL	0 days	Thu 4/16/26	Thu 4/16/26
6	**TASK 2 - PRELIMINIARY UTILITY COORDINATION**	**13 days**	**Mon 12/15/25**	**Wed 12/31/25**
7	2.1 UTILITY RESEARCH AND COORDINATION	13 days	Mon 12/15/25	Wed 12/31/25
8	2.2 GROUND PENETRATION RADAR AND POTHOLE INVESTIGATION	10 days	Mon 12/15/25	Fri 12/26/25
9	**TASK 3 - PRELIMINARY DESIGN**	**15 days**	**Mon 12/15/25**	**Fri 1/2/26**
10	3.1 TOPOGRAPHICAL SURVEY	15 days	Mon 12/15/25	Fri 1/2/26
11	**TASK 4 - 60% DESIGN PLANS**	**30 days**	**Mon 1/5/26**	**Mon 2/16/26**
12	4.1 SEWER AND STREET IMPROVEMENT PLAN	30 days	Mon 1/5/26	Fri 2/13/26
13	4.2 DRAFT SPECIFICATIONS	30 days	Mon 1/5/26	Fri 2/13/26
14	4.3 ENGINEERING COST ESTIMATE	30 days	Mon 1/5/26	Fri 2/13/26
15	60% PLANS SUBMITTAL	0 days	Mon 2/16/26	Mon 2/16/26
16	CITY REVIEW	10 days	Mon 2/16/26	Fri 2/27/26
17	**TASK 5 - 90% PS & E**	**15 days**	**Mon 3/2/26**	**Mon 3/23/26**
18	5.1 SEWER AND STREET IMPROVEMENT PLAN	15 days	Mon 3/2/26	Fri 3/20/26
19	5.2 DRAFT SPECIFICATIONS	15 days	Mon 3/2/26	Fri 3/20/26
20	5.3 ENGINEERING COST ESTIMATE	15 days	Mon 3/2/26	Fri 3/20/26
21	90% PS&E SUBMITTAL	0 days	Mon 3/23/26	Mon 3/23/26
22	CITY REVIEW	10 days	Mon 3/23/26	Fri 4/3/26
23	**TASK 6 - 100% DESIGN PS & E**	**8 days**	**Mon 4/6/26**	**Thu 4/16/26**
24	6.1 SEWER IMPROVEMENT PLAN AND PROFILES	8 days	Mon 4/6/26	Wed 4/15/26
25	6.2 FINAL SPECIFICATIONS	8 days	Mon 4/6/26	Wed 4/15/26
26	6.3 ENGINEERING COST ESTIMATE	8 days	Mon 4/6/26	Wed 4/15/26
27	100% PS&E SUBMITTAL	0 days	Thu 4/16/26	Thu 4/16/26
28	**TASK 7 - BIDDING/CONSTRUCTION SUPPORT AND AS-BUILT DRAWINGS**	80 days	Mon 5/4/26	Fri 8/21/26



Project: CITY OF STANTON - VIA IRANA & VIA KANELLA SEWER
Date: 10/16/2025

Task	Project Summary	Inactive Summary	Manual Summary	External Milestone	
Split	External Tasks	Manual Task	Start-only	Progress	
Milestone	External Milestone	Duration-only	Finish-only	Deadline	
Summary	Inactive Milestone	Manual Summary Rollup	External Tasks		

EXHIBIT "C"

COMPENSATION

City of Stanton

Fee Proposal for:Professional Design for Via Irana & Via Kannela Sewer Replacement and Street Improvement Project

October 16, 2025



Submitted to:
City of Stanton
Public Works & Engineering Department
7800 Katella Avenue
Stanton, CA 90680-3162

Attention: Cesar Rangel, P.E.,
Director of Public Works/City Engineer

Submitted by:
RKA Consulting Group
398 Lemon Creek Drive, Suite E
Walnut, CA 91789
www.rkagroup.com
(909) 594-9702

A Fee Proposal

RKA CONSULTING GROUP

RKA CONSULTING GROUP

City of Stanton
Professional Design Services for
Via Irana & Via Kannela Sewer Replacement & Street Improvements
10/16/2025

	Project Principal $210/hr	Project Manager $180/hr	Project Engineer $150/hr	Engineering Technician $110/hr	Survey Subsconsultant (Kelsoe)	Geotechnical Subsconsultant (Geo-Advantec)	Ground Penetration Radar Subconsultant (Kana)	Total Fee
Design Tasks								
Task 1 - Project Kick-Off and Milestone Meetings	5	10						$ 2,850.00
Task 2 - Preliminary Utility Coordination	2	2	8	14				$ 3,520.00
Task 3 - Geotechnical Investigation		2	2			$ 38,225.00		$ 38,885.00
Task 4 - Topographic Survey		2	2		$ 8,740.00			$ 9,400.00
Task 5 - Ground Penetration Radar and Pothole Investivation		2	2				$ 21,650.00	$ 22,310.00
Task 6 - PS&E								
6.1 - Construction Plans (60%, 90%, 100%)	2	12	80	25				$ 17,330.00
6.2 - Specifications (60%, 90%, 100%)	2	5	22	5				$ 5,170.00
6.3 - Cost Estimate (60%, 90%, 100%)	2	5	10	6				$ 3,480.00
Task 7 - Bidding/Construction Support and As-built Drawings	2	2	8	2				$ 2,200.00
Not-to-Exceed Fixed Fee Total Labor Hours	**15**	**42**	**134**	**52**				
Subtotals	$ 3,150.00	$ 7,560.00	$ 20,100.00	$ 5,720.00	$ 8,740.00	$ 38,225.00	$ 21,650.00	**$ 105,145.00**
Optional Scope Deduction								
Optional - Deduction of Geotechnical Investigation		-2	-2			$ (38,323.75)		$ (38,983.75)
Scope Total Hours		**-2**	**-2**					
Subtotals With Optional Scope Deduction	$ -	$ (360.00)	$ (300.00)	$ -	$ -	$ (38,323.75)	$ -	**$ 66,161.25**

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: December 9, 2025

SUBJECT: **RESOLUTIONS AMENDING THE POSITION CLASSIFICATION MANUAL AND THE SALARY AND BENEFITS RESOLUTION**

REPORT IN BRIEF:

The attached Resolutions amend the Position Classification Manual and the Salary and Benefits Resolution by establishing the classification of Senior Accountant, assigning its corresponding salary range, and updating the Accountant job description.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making; and

2. Adopt Resolution No. 2025-37 amending the Position Classification Manual, entitled:

   "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE POSITION CLASSIFICATION MANUAL"; and

3. Adopt Resolution No. 2025-38 amending the Salary and Benefits Resolution, entitled:

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

BACKGROUND:

The Finance Department is responsible for the City's fiscal management, budgeting, accounting, cash management, business licensing, payroll, purchasing, and general cashiering services. The Department currently includes 5.96 full-time equivalent (FTE) positions, consisting of five full-time employees and two part-time employees.

PERSONNEL	**FTE**
Finance Director	1.00
Accounting Manager	1.00
Accountant	1.00
Accounting Technician	1.00
Administrative Clerk	1.00
Accounting Technician (PT)	0.48
Intern (PT)	0.48
Total FTE	**5.96**

ANALYSIS/JUSTIFICATION:

To better align duties, workload distribution, accountability, and continuity of operations, the City proposes restructuring the Finance Department by adding a new full-time Senior Accountant classification to the Position Classification manual. Under general supervision, the Senior Accountant will perform advanced, technical municipal accounting duties, including analytical review of financial data and maintenance of fiscal records. This journey-level position will strengthen the department's technical capacity, analytical capabilities, and ability to manage higher-level or cross-functional responsibilities – roles that are currently underserved.

Additionally, the City proposes eliminating the part-time Accounting Technician and Intern positions and funding a full-time Accounting Technician instead. Consolidating these part-time roles into one full-time position will enhance operational consistency, support increased workload complexity, and reduce service gaps caused by part-time schedules.

These staffing adjustments result in a net increase of 1.04 FTE, bringing the Finance Department total to 7.00 FTE. Recruitment for the positions would begin immediately, with an anticipated start date in late February or early March 2026.

The resolution amending the Position Classification can be found as Attachment A. The adjustments to the Position Classification Manual can be found as Exhibit A. The job description for the new Senior Accountant classification along with the updated Accountant job description, is included as Exhibit B. The resolution amending the Salary and Benefits Resolution to include this new classification and associated salary range can be found as Attachment B.

FISCAL IMPACT:

The cost to consolidate the part-time Accounting Technician and Intern positions into one full-time Accounting Technician is approximately $20,939 for the remainder of Fiscal Year (FY) 2025/26.

The cost to add one full-time Senior Accountant is approximately $64,856 for the remainder of FY 2025/26.

Funding for both positions for future years will be included as part of the annual operating budget.

ENVIRONMENTAL IMPACT:

This item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

STRATEGIC GOAL:

Goal 5. Maintain and promote a responsive, high-quality and transparent government.

Prepared by: Cynthia Guzman, Human Resources Manager
Fiscal Impact Reviewed by: Sharon del Rosario, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENTS:

A. Resolution No. 2025-37
B. Resolution No. 2025-38

RESOLUTION NO. 2025-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE POSITION CLASSIFICATION MANUAL

WHEREAS, Chapter 2.44.02 of the Stanton Municipal Code requires the establishment of a Position Classification Plan; and

WHEREAS, Resolution No. 87-15 adopted that Position Classification Plan as a Position Classification Manual; and

WHEREAS, Resolution No. 2025-09 included the most recent revisions to the Position Classification Manual: and

WHEREAS, there is a need to change that plan by adding or deleting job classifications, and or changing certain elements of job classifications; and

WHEREAS, those changes are detailed in Exhibit "A" of this Resolution.

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

1. The changes as detailed in Exhibit "A" are incorporated into the Position Classification Manual.

2. The position descriptions included as Exhibit "B" to this Resolution are hereby adopted.

3. All parts of the Position Classification Manual not changed by Exhibits "A" and "B" shall remain effective.

ADOPTED, SIGNED AND APPROVED this 9th day of December, 2025.

_____
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. 2025-37 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 December 9, 2025, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT “A”

Pursuant to Resolution 2025-37, the following position classification and/or associated salary range is added or modified in the Position Classification Manual:

POSITION – NEW CLASSIFICATIONS	**SALARY RANGE**
Revised Job Description: Accountant	22
New Classification: Senior Accountant	26

EXHIBIT "B"

CITY OF STANTON

Job Title:	**Accountant**	Department:	Finance
Salary Range:	22	Reports to:	Accounting Manager

SUMMARY DESCRIPTION

Under general supervision of the Finance Director and/or Accounting Manager, performs a variety of professional accounting duties that involve the application of judgement and discretion in the analysis and application of accounting principles and practices in maintaining fiscal controls and records, budgeting, preparing transactions, and initiating reports, provides highly responsible assistance in conducting comprehensive financial analyses and studies; and performs related duties as assigned.

This is the entry level class within the Accountant job series. The Senior Accountant class is distinguished from the Accountant by the level of discretion and independent action and knowledge of the City's accounting systems and processes, and complexity of work assigned. Accountant has no direct supervisory responsibility, but may provide technical assistance to lower level staff.

ESSENTIAL FUNCTIONS AND BASIC DUTIES

Duties may include, but are not limited to, the following:

- Maintain and reconcile a variety of ledgers, reports and account records; examine and correct accounting transactions to ensure accuracy; prepare journal vouchers to adjust and correct errors in accounting records; perform month end, fiscal year end and calendar year end accounting system processing.
- Manage the fixed asset accounting system; assist in the reporting process of various departmental grants.
- Monitor and balance various accounts verifying availability of funds and classification of expenditures; research and analyze transactions to resolve problems.
- Prepare and analyze a variety of fiscal reports, statements and schedules; prepare new year, mid year and year end reports; ensure timely preparation and submission of various reports.
- Provide financial and budgetary planning assistance to City departments; provide technical assistance and training to City staff in matters related to accounting, payroll and budget principles and practices.
- Participate in the compilation and preparation of the City's annual budget; prepare cash flow and expenditure projects.

- Maintain the City's automated accounting system; train staff in the use of software programs; troubleshoot and resolve operational problems.
- Identify opportunities for improving service delivery methods and procedures; develop and implement accounting and fiscal control systems and procedures; review, develop and modify accounting methods to improve existing procedures, to ensure conformity to policy and to increase effectiveness; ensure compliance with sound accounting practices and applicable regulations.
- Assist with annual audit; coordinate and prepare working papers; answer technical questions; prepare the comprehensive Annual Financial Statements.
- Prepare or review W-2 and 1099 forms and reports.
- Coordinate and review the work plan for assigned accounting programs; meet with staff to identify and resolve problems; review and evaluate work products, methods and procedures.
- May exercise technical and functional supervision over technical and clerical staff.
- Perform related duties and responsibilities as assigned.

KNOWLEDGE

- Basic understanding of operational characteristics, services and activities of a governmental accounting program.
- Modern principles and practices of governmental accounting, auditing, budgeting, reporting and financial analysis.
- Application of generally accepted governmental accounting principles and procedures to a variety of accounting audits, transactions and problems.
- Cost accounting and fixed asset accounting theory and practices.
- Sound principles and practices of financial auditing.
- Financial research and report preparation methods and techniques.
- Automated financial management systems.
- Principles and practices of budget preparation and administration.
- Pertinent Federal, State and local laws, codes and regulations including Federal and State Tax regulations.
- Modern office practices, methods and computer equipment.
- Safe driving principles and practices.

ABILITIES/SKILLS

- Operate modern office equipment including computer equipment.
- Perform responsible accounting work involving the use of independent judgment and personal initiative under minimal supervision.
- Apply accounting principles to the maintenance of governmental financial and accounting transactions and the auditing of financial records.
- Prepare, analyze and maintain the full range of financial records, reports, analyses and statements.
- Examine and verify the full range of financial documents and reports.

- Develop, revise, install and utilize manual and automated fiscal management systems.
- Analyze situations carefully and adopt effective courses of action.
- Research, collect, compile and analyze information and data.
- Interpret, explain and ensure compliance with Federal, State and local policies, procedures, laws, codes and regulations.
- Use modern accounting methods, procedures, forms and records.
- Supervise technical and clerical staff.
- Provide, resolve and implement solutions to operational problems.
- Assist in designing and implementing operating systems, policies and procedures.
- Exercise good judgment, flexibility, creativity and sensitivity in response to changing situations and needs.
- Communicate clearly and concisely, both orally and in writing.
- Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.

EXPERIENCE/TRAINING/EDUCATION

- Two years of professional governmental accounting experience.
- Equivalent to a Bachelor's degree from an accredited college or university with major course work in accounting or a related field.

LICENSE/CERTIFICATE

- Possession of, or ability to obtain an appropriate valid California driver's license.

PHYSICAL ACTIVITIES AND REQUIREMENTS

- Ability to work in a standard office environment requiring prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, crouching and stooping in the performance of daily activities.
- Movements frequently and regularly require using the wrists, hands and fingers to operate computers and office equipment.
- Occasional overtime, weekend and/or evening work may be required.
- Ability to hear and convey detailed or important instructions or information verbally and accurately.
- Average visual acuity to prepare and read documents.
- Ability to communicate with both the public and co-workers in a clear and concise manner.
- Ability to travel to different sites and locations.
- May be exposed to outdoor conditions.

- Adapt to standard office sounds generated by office equipment as well as standard noise levels resulting from communication with co-workers and the general public.

The City of Stanton is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF STANTON

Job Title: **Senior Accountant** Department: Finance

Salary Range: 26 Reports to: Accounting Manager/ Finance Director

---

SUMMARY DESCRIPTION

Under general supervision of the Finance Director and/or Accounting Manager, performs professional municipal accounting work of a technical and complex nature, including analytical reviews of financial data, maintaining fiscal records and maintaining the integrity of the financial system. The incumbent will participate in the supervision and coordination of accounting work assignments and functions, and perform other related duties as required.

This is the advanced, journey-level classification in the series. Senior Accountant is distinguished from the Accountant by the performance of the full range of duties as assigned, working independently, and exercising judgement and initiative. Incumbents may assume full responsibility for specialized functions, such as payroll or accounts receivable. Successful performance of the work requires thorough knowledge of governmental accounting practices and procedures, fund accounting, and fiscal management. The Senior Accountant may lead lower-level staff if assigned. The Senior Accountant is distinguished from the Accounting Manager, which exercises staff supervision, and works more extensively with departmental managers on budgeting and financial planning matters.

ESSENTIAL DUTIES & RESPONSIBILITIES

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Maintain, analyze and reconcile subsidiary and general ledger accounts.
- Prepare and file monthly, annual and special reports due to other entities.
- Prepare and analyze monthly, annual and special financial statements and other reports; develop forecasts and projections; explain variances as directed.
- Assist in preparation of information for treasury functions.
- Perform detail year-end functions.
- Prepare monthly and year-end revenues and expenditure journal accruals.
- Perform internal audit of investments, revenues, expenditures, and miscellaneous revenues from various City departments and facilities.
- Research and organize technical and statistical data.
- Assist in preparation of operating and capital budgets; prepare and monitor department's budget.

- Coordinate and assist auditors during annual audits; conduct internal audits; analyze and audits transactions for City programs and activities and prepare related reports.
- Monitor and prepare costs reports for State and Federal grants; review and audit grant contracts and other documents to ensure grant compliance.
- Conduct fixed asset inventory of City department assets and maintain all records related to fixed asset schedules, including infrastructure assets.
- Perform records management functions in accordance with adopted retention schedule.
- Review payroll, cash receipts and expenditure data input.
- Review accounts receivable aging schedule/billings; annual and quarterly payroll tax returns; prepare all bank reconciliations, and maintain appropriate records.
- Participate in the development and implementation of departmental goals, objectives, policies and priorities.
- Verify and approve daily cash receipts.
- Assist with fund management relating to cash inflow and outflow.

Additional Tasks and Responsibilities:

- Perform other duties as assigned.

KNOWLEDGE REQUIRED

- Modern principles, practices, and methods of public and governmental accounting and financing, including program budgeting and auditing and their application to municipal operations.
- General principles and practices of data processing and its applicability to accounting and municipal operations.
- Principles and procedures of municipal accounting, auditing, and budgeting.
- Generally Accepted Accounting Principles (GAAP) and Basic Principles of Accounting as applied to Governmental Accounting Standards (GASB).
- Principles and practices of automated financial and data processing systems and applications.
- Applicable laws regulating governmental accounting and fiscal operations.
- Financial and statistical reporting.
- Journal and ledger accounting systems.
- Accounting laws and City policies and procedures involved in the preparation and processing of payroll and accounting records.
- Pertinent Federal, State and local laws, codes and regulations including Federal and State Tax regulations.
- Methods and techniques for record keeping and report preparation and writing.
- Modern office practices, methods, and computer equipment and applications related to work, including word processing and spreadsheet software.
- Usage of proper English, spelling, and grammar.

ABILITIES/SKILLS

- Audit, analyze, compile and reconcile financial and accounting transactions.
- Prepare clear and comprehensive financial reports.
- Interpret, apply, and ensure compliance with Federal, State, and local policies, procedures, laws, and regulations.
- Conduct research projects, evaluate alternatives, make sound recommendations, and prepare effective technical staff reports.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Communicate clearly and concisely, both orally and in writing.
- Add, subtract, multiply and divide and calculate decimals, percentages and fractions.
- Prepare clear and concise reports, correspondence, procedures, and other written materials.
- Operate modern office equipment including computer equipment and specialized software applications programs.
- Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.

EXPERIENCE/TRAINING/EDUCATION

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Equivalent to a Bachelor's degree from an accredited college or university with major course work in accounting or a related field.
- Four (4) years of progressively responsible governmental accounting and auditing experience.

PHYSICAL ACTIVITIES AND REQUIREMENTS

- Ability to work in a standard office environment requiring prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, crouching and stooping in the performance of daily activities.
- Movements frequently and regularly require using the wrists, hands and fingers to operate computers and office equipment.
- Occasional overtime, weekend and/or evening work may be required.
- Ability to hear and convey detailed or important instructions or information verbally and accurately.
- Average visual acuity to prepare and read documents.
- Ability to communicate with both the public and co-workers in a clear and concise manner.
- Adapt to standard office sounds generated by office equipment as well as standard noise levels resulting from communication with co-workers and the general public.

The City of Stanton is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

RESOLUTION NO. 2025-38

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

WHEREAS, the City Council has historically adopted a resolution establishing the salary and benefits for all classes of employment; and

WHEREAS, Resolution No. 2025-29 included the most recent revisions to the salary and benefits for all classes of employment; and

WHEREAS, the City Council will review such resolution annually and make amendments as necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, RESOLVES AS FOLLOWS:

SECTION 1: Superseding City Council Resolution 2025-29 and all prior resolutions, and each of them in their entirety, the following salary ranges are assigned to the listed classes of employment. Annual compensation is equal to 26 bi-weekly pay periods. For full-time and part-time classifications, a minimum of six-months of City service is required to advance to the next pay step in the salary range for all appointments at pay step A; and one year of City service is required for appointments at higher than step A. Salary Ranges are included as Exhibit A. The monthly salary schedule is included as Exhibit B.

RANGE	POSITION TITLE	Annual Minimum	Annual Maximum
1	Administrative Clerk	$46,209	$58,976
1	Facilities Maintenance Worker I	$46,209	$58,976
5	Senior Administrative Clerk	$51,006	$65,098
7	Family Support Advocate	$53,588	$68,393
8	Facilities Maintenance Worker II	$54,928	$70,103
10	Departmental Assistant	$57,709	$73,652
10	Marketing Assistant	$57,709	$73,652
10	Parking Control/Code Enforcement Specialist	$57,709	$73,652
10	Permit Technician	$57,709	$73,652
11	Accounting Technician	$59,151	$75,494
12	Business License Specialist	$60,630	$77,381
12	Planning Technician	$60,630	$77,381
13	Senior Facilities Maintenance Worker	$62,146	$79,315
16	Administrative Services Coordinator	$66,924	$85,414
16	Community Services Coordinator	$66,924	$85,414
16	Outreach Coordinator	$66,924	$85,414

18	Building Inspector	$70,312	$89,738
18	Engineering Assistant	$70,312	$89,738
19	Administrative Services Supervisor	$72,070	$91,982
19	Code Enforcement Officer	$72,070	$91,982
19	Senior Accounting Technician	$72,070	$91,982
20	Management Analyst	$73,872	$94,281
21	Assistant Planner	$75,719	$96,638
21	Economic Development Specialist	$75,719	$96,638
21	Housing Specialist	$75,719	$96,638
22	Accountant	$77,611	$99,054
22	Public Works Inspector	$77,611	$99,054
25	Information Technology Specialist	$83,579	$106,671
26	Associate Planner	$85,669	$109,337
26	Code Enforcement/Parking Control Supervisor	$85,669	$109,337
26	Community Services Supervisor	$85,669	$109,337
26	Facilities Maintenance Supervisor	$85,669	$109,337
26	Housing Associate	$85,669	$109,337
26	Human Resources/Risk Management Analyst	$85,669	$109,337
26	Senior Accountant	$85,669	$109,337
29	Associate Engineer	$92,256	$117,744
31	Senior Public Works Inspector	$96,926	$123,705
33	Civil Engineer	$101,833	$129,968
33	Senior Planner	$101,833	$129,968
35	Accounting Manager	$106,988	$136,547
35	Administrative Services Manager	$106,988	$136,547
35	Assistant to the City Manager	$106,988	$136,547
35	Building Official	$106,988	$136,547
35	Code Enforcement/Parking Control Manager	$106,988	$136,547
35	Community Services Manager	$106,988	$136,547
35	Public Works Manager	$106,988	$136,547
36	City Clerk	$109,663	$139,961
36	Human Resources Manager	$109,663	$139,961
36	Planning Manager	$109,663	$139,961
43	Assistant City Engineer	$130,357	$166,366
43	Assistant Community and Economic Development Director	$130,357	$166,366
51	Administrative Services Director	$158,825	$202,705
51	Community/Economic Development Director	$158,825	$202,705
51	Community Services Director	$158,825	$202,705
51	Finance Director	$158,825	$202,705
51	Public Works Director/City Engineer	$158,825	$202,705

51	Public Safety Services Director	$158,825	$202,705
53	Assistant City Manager	$166,865	$212,967
	City Manager		$285,136

Part-Time Positions

Range	Position Title	Hourly Minimum	Hourly Maximum
1A	Intern	$17.52	$22.37
1A	Recreation Leader	$17.52	$22.37
1A	Park Ranger	$17.52	$22.37
1B	Senior Recreation Leader	$21.06	$26.88
1	Administrative Clerk Hourly	$22.22	$28.35
2	Code Enforcement Technician	$22.77	$29.06
10	Parking Control/Code Enforcement Specialist Hourly	$27.74	$35.41
16	Community Services Coordinator Hourly	$32.18	$41.06
16	Outreach Coordinator	$32.18	$41.06
26	Human Resources/Risk Management Analyst	$41.19	$52.57

SECTION 2: The following table designates the full-time position titles as non-exempt or exempt under the Fair Labor Standards Act ("FLSA"). All hourly part-time positions listed in Section 1 of this resolution are designated as non-exempt. Position titles designated as non-exempt are compensated overtime or compensatory time for hours actually worked in excess of forty (40) hours per workweek. Position titles designated as exempt are not eligible for overtime compensation under the FLSA, and will not receive overtime compensation for hours worked in excess of forty (40) hours per workweek.

FLSA DESIGNATION		
POSITION TITLE	**EXEMPT/NON-EXEMPT STATUS**	**POSITION CATEGORY**
City Manager	Exempt	Executive
Assistant City Manager	Exempt	Executive
Public Safety Services Director	Exempt	Executive
Public Works Director/City Engineer	Exempt	Executive
Finance Director	Exempt	Executive
Community Services Director	Exempt	Executive
Community and Economic Development Director	Exempt	Executive
Administrative Services Director	Exempt	Executive
Assistant Community and Economic Development Director	Exempt	Management
Assistant City Engineer	Exempt	Management
Public Works Manager	Exempt	Management
Planning Manager	Exempt	Management

Human Resources Manager	Exempt	Management
Community Services Manager	Exempt	Management
City Clerk	Exempt	Management
Code Enforcement/Parking Control Manager	Exempt	Management
Building Official	Exempt	Management
Assistant to the City Manager	Exempt	Management
Administrative Services Manager	Exempt	Management
Accounting Manager	Exempt	Management
Facilities Maintenance Supervisor	Exempt	Supervisory
Community Services Supervisor	Exempt	Supervisory
Code Enforcement/Parking Control Supervisor	Exempt	Supervisory
Administrative Services Supervisor	Exempt	Supervisory
Civil Engineer	Non-Exempt	General
Senior Planner	Non-Exempt	General
Senior Public Works Inspector	Non-Exempt	General
Senior Accountant	Non-Exempt	General
Human Resources/Risk Management Analyst	Non-Exempt	General
Housing Associate	Non-Exempt	General
Associate Planner	Non-Exempt	General
Associate Engineer	Non-Exempt	General
Public Works Inspector	Non-Exempt	General
Accountant	Non-Exempt	General
Assistant Planner	Non-Exempt	General
Housing Specialist	Non-Exempt	General
Information Technology Specialist	Non-Exempt	General
Economic Development Specialist	Non-Exempt	General
Management Analyst	Non-Exempt	General
Code Enforcement Officer	Non-Exempt	General
Senior Accounting Technician	Non-Exempt	General
Engineering Assistant	Non-Exempt	General
Building Inspector	Non-Exempt	General
Outreach Coordinator	Non-Exempt	General
Community Services Coordinator	Non-Exempt	General
Administrative Services Coordinator	Non-Exempt	General
Senior Facilities Maintenance Worker	Non-Exempt	General
Business License Specialist	Non-Exempt	General
Planning Technician	Non-Exempt	General
Accounting Technician	Non-Exempt	General
Permit Technician	Non-Exempt	General
Parking Control/Code Enforcement Specialist	Non-Exempt	General
Marketing Assistant	Non-Exempt	General
Departmental Assistant	Non-Exempt	General
Facilities Maintenance Worker II	Non-Exempt	General
Family Support Advocate	Non-Exempt	General

Senior Administrative Clerk	Non-Exempt	General
Facilities Maintenance Worker I	Non-Exempt	General
Administrative Clerk	Non-Exempt	General

SECTION 3: The City of Stanton will provide the following benefits:

I. RETIREMENT:

1. The City is a member of the California Public Employees Retirement System (CalPERS), pursuant to the California Public Employees Retirement Law (Cal. Gov. Code § 30000 et seq.) (PERL), as amended by the Public Employees' Pension Reform Act of 2013 (PEPRA) (Assembly Bill (AB) 340, Chapter 296, Statutes of 2012, and AB 197, Chapter 297, Statutes of 2012). The City shall provide a tax-qualified governmental defined benefit plan for all full-time miscellaneous class of employees through CalPERS, in accordance with the following provisions:

    a. Employees who are CalPERS members are subject to provisions of PERL, as amended by PEPRA. PEPRA imposes requirements and limitations on public employment retirement benefits for public employees, including establishment of a category of employees defined in PEPRA as "new members". Employees who were hired prior to January 1, 2013, or who otherwise do not fall within the definition of a "new member" under PEPRA, are referred to in this Resolution as a "classic member" under PEPRA.
    b. Employees hired on or before August 27, 2011, are described as "classic members" (Tier 1). Classic members' (Tier 1) retirement benefits are based on the two percent at fifty-five (2% at 55) formula. The City shall pay the seven percent (7%) member contribution of their pensionable income to CalPERS as part of the required member retirement contribution.
    c. Employees hired on or after August 28, 2011, are also described as "classic members" (2nd Tier). Classic members' (2nd Tier) retirement benefits are based on the two percent at sixty (2% at 60) formula. Tier 2 employees shall pay seven percent (7%) of their pensionable income to CalPERS as part of the required member retirement contribution.
    d. Employees hired after January 1, 2013, and who are new to CalPERS, or have had more than a six (6) month break in CalPERS service, are subject to all laws, statutes, rules, and regulations of the Public Employees' Pension Reform Act of 2013 (PEPRA or 3rd Tier). The new member retirement benefit formula is two percent at sixty-two (2% at 62). All new members shall pay at least fifty percent (50%) of the normal cost of the retirement contribution rate, or the current contribution rate of similarly situated employees, whichever is higher, to CalPERS as part of the required member retirement contribution.
    e. All full-time and part-time employees who are CalPERS members will be covered by the 1959 Survivor Benefit. A $.93 bi-weekly deduction is required. This benefit consists of a monthly allowance, which may be paid

to the employee's surviving spouse and children and is paid along with other death benefits and is payable whether or not the employee was eligible to retire at the time of death.

2. The City shall provide a retirement plan for all hourly part-time employees. Part-time employees are covered by the Public Agency Retirement Services Alternate Retirement System (PARS ARS). Employees contribute 7.5% salary contribution towards this program on a pre-tax basis. Upon separation from the City, hourly employees will receive one hundred percent (100%) of their contributions, plus any accrued interest.

II. INSURANCES:

1. The City shall pay the minimum required monthly contribution for medical insurance for active employees as required by the Public Employees' Medical and Hospital Care Act (PEMHCA). To the extent required by the law, the City shall also contribute this amount for retirees.

2. The City shall pay the current Kaiser (OC) medical insurance premium for all eligible employees and two-thirds (2/3) of the additional Kaiser (OC) premium for eligible dependents. The individual employee shall pay the difference in the premium of the plan they choose, to be deducted from their salary. If a less expensive plan is selected by the employee, the employee shall receive the unused portion of the City's contribution as a cash payment not to exceed one hundred dollars ($100.00) per month.

3. The City shall provide a medical insurance rebate program for full-time employees who are eligible for the City medical insurance program pursuant to Section II.2 above, and who are currently enrolled under a medical insurance program through a spouse or other source. Any employee for whom the City has approved waiver, the City shall compensate the employee in the amount of three hundred and fifty dollars ($350.00) per month with the exception of Department Heads. The City shall compensate the employees occupying these positions as follows:

Position	**Amount**
Administrative Services Director	$500
Assistant City Manager	$500
City Manager	$500
Community & Economic Development Director	$500
Community Services Director	$500
Finance Director	$500
Public Works Director/City Engineer	$500
Public Safety Services Director	$500

4. The City shall contribute up to a maximum of twenty-three dollars and eight cents ($23.08) per pay period for each part-time employee, who has been employed by the City for at least one year, to be used at the employee's discretion for designated dental and/or vision benefits. Such City contributions shall only be used for designated dental and/or vision benefits as determined by the City or a cash payment.

5. The City shall provide dental insurance for all eligible employees and their eligible dependents. This is provided by a carrier of the City's choosing. The City shall pay the current Delta Dental (PPO) premium amount for eligible employees and two-thirds (2/3) of the additional Delta Dental (PPO) premium for eligible dependents.

6. The City shall provide vision insurance for all eligible employees and their eligible dependents. This is provided by a carrier of the City's choosing. The City shall pay the current vision insurance premium for eligible employees and two-thirds (2/3) of the premium for eligible dependents.

7. The City shall provide term life insurance to full-time employees as follows:

    a. The City will provide full-time employees with life insurance equal to a maximum of fifty thousand dollars ($50,000) per employee.
    b. The City will provide the City Manager with life insurance equal to a maximum of one hundred and fifty thousand dollars ($150,000).

8. The City shall provide short-term disability insurance for regular full-time employees up to sixty-seven percent (67%) of the employee's weekly pre-disability earnings. However, the benefit shall not be more than two thousand dollars ($2,000.00) per week. Payment for any accident or sickness eligible under the short-term disability policy shall commence on the thirty-first (31st) day after the accident occurs or sickness commences and shall continue for no more than sixty (60) days.

9. The City shall provide long-term disability insurance for regular full-time employees up to sixty percent (60%) of the employee's monthly pre-disability earnings. However, the benefit shall not be more than five thousand dollars ($5,000) per month. If a disability qualifies under the long-term disability policy, benefits shall commence ninety (90) days after the accident occurs or sickness commences. An employee may not receive short-term disability insurance benefits and long-term disability insurance benefits at the same time.

10. In accordance with the California Labor Code, the City pays the rates for unemployment insurance for City employees as determined by the Employment Development Department.

11. Under the Workers' Compensation Insurance Law of California, any employee injured on the job in the course of employment is entitled to disability compensation and medical care.

III. VACATION:

1. Employees occupying full-time positions shall accrue vacation according to the following schedule:

Months of Service	Monthly Accrual	Annual Accrual
1-60	8	96
61-120	12	144
121+	16	192

2. Employees occupying part-time positions, who have completed one year of employment with the City, shall accrue vacation time expressed in working hours in accordance with the following:

Months of Service	Monthly Accrual	Annual Accrual
13-60	4	48
61-120	6	72
121+	8	96

3. Department Heads and the City Manager are not eligible to accrue vacation.

4. Vacation will be credited bi-weekly on a prorated basis proportionate to a full working month. Upon separation from the City, employees shall be compensated at their then rate of pay for their accrued vacation to a maximum of 360 hours. The maximum number of vacation hours an employee can accrue at any time is 360 hours. An employee who has reached 360 accrued vacation hours will stop accruing hours and will resume accruing vacation hours only when the number of accrued vacation hours falls below the maximum 360 hours. Probationary employees shall begin accrual of vacation leave effective on their first day of employment. New employees shall not be eligible to take vacation leave until completion of six (6) months of continuous service. Probationary employees may request exceptions to this policy, which may or may not be granted by the City Manager, in his/her discretion. Upon termination or resignation, the accrual of vacation for full-time employees will be pro-rated based on the number of hours worked during the final pay period. Upon termination or resignation, the accrual of vacation for eligible part-time employees will be pro-rated based on the number of weeks employed during the pay period.

IV. HOLIDAYS:

1. For pay purposes, the following holidays are recognized as municipal holidays for employees. Said employees shall receive these holidays off with pay:

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday in January)
President's Day (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (every 4th Thursday of November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve Day (December 31)
*One (1) *Floating Holiday (discretion of employee)*
**Two (2) Floating holidays between December 26 December 30*

**Floating Holiday must be taken during each fiscal year (July 1 through June 30). Floating holidays must be approved in advance by the Department Head.*

2. **Timesheet Entry**: When a floating holiday is accrued and used, or when a holiday is observed by the City, employees shall record on their timesheets the hours that correspond with their regular workday shift within their established workweek schedule (i.e., employees on the four ten-hour day workweek (4/10) will record 10 hours for a holiday; employees on the five eight-hour workweek (5/8) will record 8 hours for a holiday; and employees on the nine eight-hour day workweek (9/80) will record 9 hours or 8 hours for a holiday as applicable.)

    a. In the event any of the above holidays fall on Sunday, the holiday will be observed on the following Monday.
    b. If any of the above holidays falls on a Friday or Saturday, employees who work a Monday – Thursday (4/10) schedule, will accrue one day of floating holiday in their bank. Floating holiday hours will accrue in the same pay period as the actual holiday.
    c. Employees who work on an alternate work schedule will accrue one (1) day of floating holiday leave if any holiday falls on the employees' regularly scheduled day off. Floating holiday hours will accrue in the same pay period as the actual holiday.

3. Part-time employees, who have completed one year of employment with the City, shall receive five (5) hours of holiday pay for each holiday and floating holiday. Holiday pay shall be computed at the employee's basic hourly rate. Floating holiday hours will accrue in the same pay period as the actual holiday.

4. Employees must use accrued floating holiday hours by June 30 of each fiscal year, or the hours will be forfeited.

5. Each regular full-time and eligible part-time employee shall be eligible for one (1) floating holiday, Section IV.1, of his or her choice to be scheduled with the approval of his/her Department Head. Floating holidays not used will be forfeited. Employees will be credited with this one (1) day of floating holiday at the beginning of each fiscal year. The number of hours will correspond with their regular workday shift within their established workweek schedule as outlined in Timesheet Entry, IV.2. Floating holiday hours not used by June 30 will be forfeited.

6. City services will be closed each year from December 26 through December 30 for Winter Holiday Closure. The City will provide full-time employees and eligible part-time employees with additional floating holiday pay for two (2) days between December 26 and December 30 that are the employee's normal working days per Resolution No. 2014-41. Employees shall record on their timesheets the hours that correspond with their regular workday shift within their established workweek schedule as outlined in Timesheet Entry, Section IV.2. Some City facilities, programs, and services may be required to remain open during this period as deemed necessary by the Department Head or City Manager.

V. LEAVES OF ABSENCE

1. Full-time employee sick leave with pay shall accrue at the rate of eight (8) hours for each calendar month for a total of 96 hours per fiscal year. Part-time employees shall accrue four (4) hours for each calendar month for a total of 48 hours per fiscal year. No employee may accumulate more than two hundred fifty (250) hours of sick leave. Upon separation, termination or retirement, there is no payout of unused sick leave for both full-time and part-time employees.

2. An employee shall be eligible for paid bereavement leave to receive necessary time off, not to exceed one (1) day in any one (1) instance, to arrange for or attend a funeral of a member of his/her immediate family. Immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, brother-in-law, sister, sister-in-law, spouse, domestic partner, child, grandparent, grandchild, legal guardian, or legal ward. The first day of bereavement leave, in any one instance, shall be with pay and shall not be chargeable to any other leave balance. Upon request to and written approval by the City Manager, an employee may in certain circumstances be eligible to receive additional necessary time off, not to exceed a maximum of five (5) days in any one (1) instance. The four (4) additional days of bereavement leave, if approved, shall be with pay and chargeable to the employee's sick leave balance.

3. Voting Leave shall be provided in accordance with the California election Code, Sections 14000 and 14001, if a registered voter employee does not have sufficient time outside regular working hours within which to vote at statewide elections,

he/she may take off such working time as will enable him/her to vote. A maximum of two (2) hours may be taken with pay.

4. Employees called to serve jury duty will be granted a leave of absence for a total of up to eight (8) days in any one calendar year provided any and all consideration, except travel reimbursement, received for such services is relinquished to the City. Fees for Jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Under special circumstances the City Manager, or designated representative(s), may authorize additional time if said time will not interfere or become a burden to City activities.

5. An employee who is called to answer a subpoena as a witness in any matter relating to City business during the employee's work hours shall be compensated at his/her regular rate of pay for all hours of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the City. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

6. Military leave shall be provided as set forth in the applicable California and federal law. An employee entitled to military leave shall give his/her Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking military leave, an employee, when possible, shall present a copy of his/her military orders to his/her Department Head. The Department Head shall advise the Personnel Officer of such military orders immediately.

7. Reproductive loss leave shall be provided as set forth in the applicable California and federal law. Employees are eligible for reproductive loss leave if they have been employees for at least thirty (30) days prior to the leave's start date and suffer a qualifying event. Eligible employees may take up to five (5) days when they suffer a reproductive loss event, which is the day, or the final day for a multiple day event, of one of the following:

    a. Failed Adoption. The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.
    b. Failed Surrogacy. The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.
    c. Miscarriage. May be a miscarriage by the employee, by the employee's current spouse or domestic partner, or by another individual, if the employee would have been a parent as a result of the pregnancy.
    d. Stillbirth. May be a stillbirth resulting from an employee's pregnancy, the pregnancy of an employee's current spouse or domestic partner, or another

individual if the employee would have been a parent as a result of the pregnancy.

e. Unsuccessful Assisted Reproduction. An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to the employee, the employee's current spouse or domestic partner, or another individual, if the employee would have been a parent as a result of the pregnancy.

Reproductive loss leave is unpaid, but employees can use existing sick leave, vacation, floating holiday or compensatory time off that is otherwise available to the employee.

8. Time off for victims of qualifying acts of violence shall be provided as set forth in the applicable California and federal law. Employees may take time off for any qualifying act of violence, sexual assault and stalking, as well as causing bodily harm or death, exhibiting, drawing, brandishing or using a firearm or other dangerous weapon, or using or making threats of force to cause physical injury or death. Leave may be taken when the employee is the victim or for employees to assist family members who are victims of qualifying acts of violence, including threats. Family members include children, parents, parents-in-law, grandparents, grandchildren, siblings, spouses, domestic partners, or a designated person. Employees may take time off for themselves and/or their family members to obtain medical care or to recover from an act of violence; to obtain counseling or mental health services or other services related to the act; to relocate or secure a new residence, school or daycare; to provide care to family members who are victims of violence to engage in safety planning; and/or for seeking legal services or participating in any civil or criminal legal proceeding, including seeking a temporary restraining order (TRO). If the employee is the victim, they may take a total leave allotment up to twelve (12) weeks. If the employee's family member is the victim, the total leave available for an employee to assist in relocation is limited to five (5) days, with a total of ten (10) days for all reasons in a 12-month period.

9. A regular, part-time, or probationary employee shall be entitled to necessary time off with pay to participate in fitness tests, examinations and interviews required by the Personnel Officer during working hours for the purpose of determining eligibility for movement to another class or transfer from one position to another.

10. The Administrative Service Leave Program is designed for employees whose positions are characterized by: (1) a work time requirement which exceeds a normal workweek (2) mental application to work related matters during off duty hours (3) a continuing on-call status to address critical problems or issues (4) the inability of the incumbent to delegate all his/her work during vacations or other time off.

    a. Administrative leave shall be provided on an annual basis to the following staff occupying these positions:

Position	Hours
City Clerk	64
Code Enforcement/Parking Control Supervisor	40
Planning Manager	40
Human Resources Manager	40
Community Services Manager	40
Code Enforcement/Parking Control Manager	40
Administrative Services Manager	40
Accounting Manager	40
Public Works Manager	40
Building Official	40
Community Services Supervisor	40
Facilities Maintenance Supervisor	40
Assistant City Engineer	40
Assistant to the City Manager	40
Administrative Services Supervisor	40
Assistant Community and Economic Development Director	40

b. Administrative leave shall be credited at the beginning of the fiscal year. The City Manager shall have the discretion to increase the maximum amount of Administrative Service Leave, up to a maximum amount of sixty-four (64) hours to the employees listed above. All Administrative Service Leave should be used within the fiscal year in which it is granted. Any Administrative Service Leave remaining at the end of the fiscal year will carry over to the following year, but will decrease the amount of Administrative Service Leave that is credited for the following fiscal year.

c. Employees eligible for overtime pay may not participate in the Administrative Service Leave program.

11. Comprehensive Leave, in lieu of sick, vacation, administrative, or other paid leave, shall be provided on an annual basis to the following staff occupying these positions:

Position	Hours
Administrative Services Director	300
Assistant City Manager	300
City Manager	480
Community & Economic Development Director	300
Community Services Director	300
Finance Director	300
Public Works Director/City Engineer	300
Public Safety Services Director	300

a. Every June 30th during the term of the employment agreement, Employee shall be paid at his/her then current rate of pay for all accumulated leave up to the maximum per his/her employment agreement. On July 1st of each year during the term of the employment agreement, the total amount of comprehensive leave available to the employee shall be replenished to reach the maximum comprehensive leave accumulation limit provided above.

12. In compliance with the California Moore-Roberti Family Rights Act of 1991 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), the City will provide up to 12 weeks in any rolling 12-month period, unpaid, job-protected medical leave to eligible employees, certain family members or "designated person" as defined by Government Code Section 12945.2, and in accordance with the City's Personnel Rules Handbook.

13. A female employee disabled by pregnancy, childbirth or related medical conditions may take up to four (4) months of unpaid pregnancy disability leave per pregnancy, in addition to any family care or medical leave to which the employee may be entitled, in accordance with the City's Personnel Rules Handbook.

14. The City may, at the discretion of the City Manager, grant an employee a leave of absence without pay for a period not to exceed six (6) months when an employee has exhausted all of his/her paid leaves. After the initial six (6) months, the Personnel Officer, in his/her discretion, may extend the leave for up to an additional three (3) months. However, unless otherwise required by law, in no circumstances shall the unpaid leave last longer than one (1) year. Leave without pay and without benefits is intended for unusual circumstances and approval will be evaluated based on the impact to departmental functions and work force levels.

VI. OVERTIME:

1. Employees designated as exempt are exempt from receiving overtime compensation.

2. Employees classified as non-exempt shall be paid at the rate of one and one-half (1½) times their regular rate of pay for all hours actually worked in excess of forty (40) hours during the normal workweek. Overtime is paid in increments of 15 minutes and shall be calculated to the nearest one-quarter (¼) hour of overtime worked. Overtime shall not accrue until the affected employee has worked at least forty (40) hours during a workweek. No overtime will accrue during any scheduled closure of City Hall if the affected employee is scheduled to work during such period except where the employee works more than forty (40) hours during a workweek.

VII. MISCELLANEOUS BENEFITS:

1. Automobile allowance shall be provided on a monthly basis to the following staff occupying these positions:

Position	Amount
Administrative Services Director	$300
Assistant City Manager	$300
City Manager	$400
Community and Economic Development Director	$300
Community Services Director	$300
Finance Director	$300
Public Works Director/City Engineer	$300
Public Safety Services Director	$300

2. All regular and probationary full-time and part-time employees, who use one (1) or more alternative transportation methods (including carpool, vanpool, public transportation, bicycle, or walking) to get to and from work at least four (4) days for a calendar month, are eligible to receive an incentive of five dollars ($5.00) per day. Department Heads elected and appointed officials, temporary and contractual employees, volunteers, and any person who receives an automobile or transportation stipend from the City are excluded from participation in this program.

3. Cell phone allowance shall be provided on a monthly basis to the following staff occupying these positions:

Position	Amount
Administrative Services Director	$100
Assistant City Manager	$100
City Manager	$200
Community & Economic Development Director	$100
Community Services Director	$100
Finance Director	$100
Public Works Director/City Engineer	$100
Public Safety Services Director	$100

4. The City shall provide employees who are required to utilize a cellular phone for business related purposes and do not receive a cell phone allowance with a City paid cellular telephone as deemed appropriate by the City Manager. The policy is to use this City issued phone for City business only.

5. Employees occupying the following positions who do not have City-issued cellular phones and require use of personal cellular phones in the conduct of City business are eligible to receive a monthly cellular phone stipend:

a. Code Enforcement/Parking Control Manager
b. Code Enforcement Officer
c. Code Enforcement/Parking Control Specialist

Eligible full-time employees shall receive an additional thirty dollars ($30) per month and part-time employees shall receive an additional fifteen dollars ($15) per month.

6. In accordance with 26 CFR 1.451-2, beginning for leave to be sold back in fiscal year 25/26, employees will be required to submit a written irrevocable election form prior to the year in which the leave is earned (the constructive receipt plan year), designating the amount of leave they are electing to sell back the following year. Participation in the pre-election of vacation sell-back is optional. Employees who do not submit an irrevocable election form by June 30 of each year will be considered as opting out of the optional vacation sell-back for the following fiscal year. Employees who have submitted an irrevocable written election form and have reached three hundred fifty (350) hours of vacation accumulation may sell back vacation time to the City on the basis of two vacation hours for each vacation hour taken off by the employee during that fiscal year, up to a sell-back limit of eighty (80) hours. The sell-back of vacation time shall be limited to one time during the fiscal year.

7. The City shall provide full-time employees a flexible spending account program for eligible health care and dependent care expenses.

8. The City shall offer employees additional voluntary health, dental, life insurance coverage plan options.

9. The City shall offer employees a Deferred Compensation Program. Participation is voluntary and the City does not match or contribute to employees' plan.

10. The City shall provide an Employee Assistance Program available to employees and their dependent family members.

11. The City shall provide a Sick Leave Incentive for the Prudent Use of Sick Leave.
    a. Regular full-time Regular full-time employees, who have used thirty (30) hours or less of sick leave during the prior fiscal year, shall be credited with twenty (20) vacation hours at the start of the new fiscal year.
    b. Regular full-time employees, who have used more than thirty (30) hours but not more than sixty (60) hours of sick leave during the prior fiscal year, shall be credited with ten (10) vacation hours at the start of the new fiscal year.
    c. Part-time employees, who have completed one year of employment with the City, and who have used fifteen (15) hours or less of sick leave during the prior fiscal year, shall be credited with ten (10) vacation hours at the start of the new fiscal year.

d. Part-time employees, who have completed one year of employment with the City, and who have used more than fifteen (15) hours but not more than thirty (30) hours of sick leave during the prior fiscal year, shall be credited with five (5) vacation hours at the start of the new fiscal year.

12. Regular employees and part-time employees who have been employed for one (1) year are eligible for educational expense reimbursement. Education reimbursement shall be limited to one thousand two hundred and fifty dollars ($1,250.00) per fiscal year per regular employee. Part-time employees are entitled to up to six hundred and twenty-five dollars ($625.00) per fiscal year per employee. Education reimbursement may include books and tuition and shall not be made until such time as proper documentation is received by the Personnel Officer. Reimbursement shall not be made is proper documentation is not submitted within sixty (60) days of completion of the course. Employees who terminate their employment prior to the completion of the authorized course work or prior to the receipt of a payment under this program will not be eligible for any reimbursement for such course work under this program. Employees who terminate employment within one year of the completion of the course will reimburse the City the funds used upon separation.

13. The City shall provide bilingual pay to employees assigned to regularly and frequently speak and/or translate a second language in the amount of forty-six dollars and sixteen cents ($46.16) for full-time employees and twenty-three dollars and eight cents ($23.08) for part-time employees, per pay period for each pay period such assignment continues.

14. The City shall provide an employee computer purchase program. Employees can avail of the opportunity to purchase a personal computer with an interest-free two-year loan. Full-time employees, who have completed the one-year probationary period or part-time employees who have been employed with the City for over one year, are eligible to participate in this program.

15. The City will provide uniforms (pants and work shirts) for any employee who is required to wear a uniform as a condition of his/her employment.

16. The City shall provide a maximum of three hundred dollars ($300) per year for the reimbursement of safety shoes for any employee who is required to wear safety shoes as a condition of his/her employment.

17. For those not provided with an auto allowance, the City will reimburse an employee the current Internal Revenue Service mileage rate in effect per mile driven for authorized use of an employee’s private vehicle on City business. Employees that receive an auto allowance are not eligible for mileage reimbursement and must have a private vehicle available for use on City business.

18. Each employee assigned to on-call duty shall receive thirty-five ($35) per day such duty is performed. On call duty is defined as that period of time other than regularly scheduled work time during which an employee is subject to call-out to provide services which are the responsibility of the department in which he/she is employed. On-call duty assignments will be for two (2) weeks in duration at a time. On-call duty assignments will begin on Monday at 6:00 am and end at 6:00 am on Monday two weeks thereafter the beginning of such assignment.

19. If an employee, who is not in the Administrative Service, is called back after 10:00 p.m. because of a request made, and the employee has completed his/her normal work shift and left the workstation, he/she is entitled to two (2) hours minimum of call-back pay. If an employee is called back between the end of their shift (4:30 p.m. for City Yard and 6:00 p.m. for Civic Center) and 10:00 p.m., the employee will receive one (1) hour minimum of call-back pay. If an employee is called back on his/her normal day off, he/she is entitled to two (2) hours minimum of call back pay. All payments for call-back pay shall be paid at the regular rate of pay unless such additional hours are in excess of forty (40) for the employee's workweek wherein he/she will receive payment at one and one-half (1½) times the regular rate of pay.

SECTION 4: The City expressly reserves the right, in its sole discretion, at any time and from time to time, but upon a non-discriminatory basis, to amend or rescind any provision of this Resolution or any benefits or salary provisions, or to terminate any benefits or salary provisions. Such changes may apply to current and/or future employees, retirees, or their family members. All benefits in this Resolution shall be reviewed annually in their entirety.

SECTION 5: This Resolution shall become effective immediately upon its passage.

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

ADOPTED, SIGNED AND APPROVED this 9th day of December, 2025.

_____
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. 2025-38 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 December 9, 2025, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

_____
PATRICIA A. VAZQUEZ, CITY CLERK

Exhibit: A

Click here to return to the agenda.

EXHIBIT "A"

Salary Grade	Hourly A	Hourly B	Hourly C	Hourly D	Hourly E	Hourly F	Monthly A	Monthly B	Monthly C	Monthly D	Monthly E	Monthly F
1A	$17.52370	$18.39989	$19.31989	$20.28585	$21.30017	$22.36522	$3,037.42	$3,189.33	$3,348.75	$3,516.25	$3,692.00	$3,876.67
1B	$21.05981	$22.11275	$23.21836	$24.37936	$25.59824	$26.87823	$3,650.33	$3,832.92	$4,024.50	$4,225.75	$4,437.00	$4,658.92
1	$22.21583	$23.32657	$24.49288	$25.71760	$27.00338	$28.35364	$3,850.75	$4,043.25	$4,245.42	$4,457.75	$4,680.58	$4,914.67
2	$22.77120	$23.90978	$25.10519	$26.36049	$27.67857	$29.06248	$3,947.00	$4,144.33	$4,351.58	$4,569.17	$4,797.58	$5,037.50
3	$23.34049	$24.50749	$25.73289	$27.01947	$28.37052	$29.78900	$4,045.67	$4,248.00	$4,460.33	$4,683.33	$4,917.58	$5,163.42
4	$23.92393	$25.12013	$26.37613	$27.69500	$29.07970	$30.53368	$4,146.83	$4,354.17	$4,571.83	$4,800.50	$5,040.50	$5,292.50
5	$24.52209	$25.74818	$27.03556	$28.38741	$29.80670	$31.29706	$4,250.50	$4,463.00	$4,686.17	$4,920.50	$5,166.50	$5,424.83
6	$25.13508	$26.39188	$27.71143	$29.09705	$30.55194	$32.07951	$4,356.75	$4,574.58	$4,803.33	$5,043.50	$5,295.67	$5,560.42
7	$25.76348	$27.05165	$28.40430	$29.82450	$31.31566	$32.88147	$4,465.67	$4,688.92	$4,923.42	$5,169.58	$5,428.08	$5,699.42
8	$26.40762	$27.72797	$29.11439	$30.57008	$32.09856	$33.70351	$4,577.33	$4,806.17	$5,046.50	$5,298.83	$5,563.75	$5,841.92
9	$27.06773	$28.42118	$29.84218	$31.33439	$32.90110	$34.54609	$4,691.75	$4,926.33	$5,172.67	$5,431.33	$5,702.83	$5,988.00
10	$27.74452	$29.13173	$30.58834	$32.11774	$33.72359	$35.40977	$4,809.08	$5,049.50	$5,302.00	$5,567.08	$5,845.42	$6,137.67
11	$28.43807	$29.85998	$31.35298	$32.92061	$34.56663	$36.29503	$4,929.25	$5,175.75	$5,434.50	$5,706.25	$5,991.58	$6,291.17
12	$29.14908	$30.60648	$32.13679	$33.74367	$35.43089	$37.20242	$5,052.50	$5,305.08	$5,570.42	$5,848.92	$6,141.33	$6,448.42
13	$29.87778	$31.37169	$32.94023	$34.58728	$36.31660	$38.13240	$5,178.83	$5,437.75	$5,709.67	$5,995.17	$6,294.92	$6,609.58
14	$30.62474	$32.15597	$33.76376	$35.45189	$37.22456	$39.08579	$5,308.25	$5,573.67	$5,852.42	$6,145.00	$6,452.25	$6,774.83
15	$31.39030	$32.95985	$34.60781	$36.33828	$38.15512	$40.06289	$5,441.00	$5,713.00	$5,998.67	$6,298.67	$6,613.58	$6,944.25
16	$32.17514	$33.78384	$35.47299	$37.24669	$39.10907	$41.06443	$5,577.00	$5,855.83	$6,148.67	$6,456.08	$6,778.92	$7,117.83
17	$32.97948	$34.62847	$36.35984	$38.17782	$40.08675	$42.09107	$5,716.42	$6,002.25	$6,302.33	$6,617.50	$6,948.33	$7,295.75
18	$33.80393	$35.49410	$37.26883	$39.13235	$41.08886	$43.14337	$5,859.33	$6,152.33	$6,459.92	$6,782.92	$7,122.08	$7,478.17
19	$34.64902	$36.38152	$38.20054	$40.11060	$42.11617	$44.22194	$6,005.83	$6,306.17	$6,621.42	$6,952.50	$7,300.17	$7,665.17
20	$35.51533	$37.29109	$39.15562	$41.11339	$43.16905	$45.32754	$6,156.00	$6,463.75	$6,787.00	$7,126.33	$7,482.67	$7,856.75
21	$36.40321	$38.22336	$40.13445	$42.14116	$44.24830	$46.46064	$6,309.92	$6,625.42	$6,956.67	$7,304.50	$7,669.67	$8,053.17
22	$37.31322	$39.17890	$41.13780	$43.19473	$45.35447	$47.62215	$6,467.58	$6,791.00	$7,130.58	$7,487.08	$7,861.42	$8,254.50
23	$38.24605	$40.15841	$42.16627	$44.27455	$46.48836	$48.81275	$6,629.33	$6,960.75	$7,308.83	$7,674.25	$8,058.00	$8,460.92
24	$39.20218	$41.16234	$43.22041	$45.38151	$47.65056	$50.03304	$6,795.08	$7,134.83	$7,491.50	$7,866.17	$8,259.42	$8,672.42
25	$40.18226	$42.19137	$44.30090	$46.51597	$48.84174	$51.28390	$6,964.92	$7,313.17	$7,678.83	$8,062.75	$8,465.92	$8,889.25
26	$41.18687	$43.24619	$45.40844	$47.67886	$50.06283	$52.56603	$7,139.08	$7,496.00	$7,870.83	$8,264.33	$8,677.58	$9,111.42
27	$42.21648	$44.32737	$46.54371	$48.87085	$51.31437	$53.88010	$7,317.50	$7,683.42	$8,067.58	$8,470.92	$8,894.50	$9,339.25
28	$43.27186	$45.43549	$47.70727	$50.09260	$52.59729	$55.22715	$7,500.42	$7,875.50	$8,269.25	$8,682.75	$9,116.83	$9,572.67

EXHIBIT “A”

Salary Grade	Hourly A	Hourly B	Hourly C	Hourly D	Hourly E	Hourly F	Monthly A	Monthly B	Monthly C	Monthly D	Monthly E	Monthly F
29	$44.35373	$46.57143	$48.89993	$51.34495	$53.91220	$56.60788	$7,688.00	$8,072.42	$8,476.00	$8,899.75	$9,344.75	$9,812.00
30	$45.46252	$47.73569	$50.12249	$52.62855	$55.26002	$58.02305	$7,880.17	$8,274.17	$8,687.92	$9,122.25	$9,578.42	$10,057.33
31	$46.59917	$48.92904	$51.37553	$53.94434	$56.64153	$59.47360	$8,077.17	$8,481.00	$8,905.08	$9,350.33	$9,817.83	$10,308.75
32	$47.76410	$50.15228	$52.65994	$55.29289	$58.05751	$60.96043	$8,279.08	$8,693.08	$9,127.75	$9,584.08	$10,063.33	$10,566.50
33	$48.95825	$51.40611	$53.97641	$56.67405	$59.50897	$62.48447	$8,486.08	$8,910.42	$9,355.92	$9,823.50	$10,314.92	$10,830.67
34	$50.18218	$52.69121	$55.32585	$58.09208	$60.99672	$64.04650	$8,698.25	$9,133.17	$9,589.83	$10,069.33	$10,572.75	$11,101.42
35	$51.43670	$54.00859	$56.70897	$59.54446	$62.52167	$65.64768	$8,915.67	$9,361.50	$9,829.58	$10,321.00	$10,837.08	$11,378.92
36	$52.72258	$55.35872	$58.12666	$61.03301	$64.08461	$67.28891	$9,138.58	$9,595.50	$10,075.25	$10,579.08	$11,108.00	$11,663.42
37	$54.04065	$56.74275	$59.57983	$62.55888	$65.68682	$68.97110	$9,367.08	$9,835.42	$10,327.17	$10,843.50	$11,385.75	$11,955.00
38	$55.39170	$58.16124	$61.06930	$64.12285	$67.32895	$70.69540	$9,601.25	$10,081.25	$10,585.33	$11,114.67	$11,670.33	$12,253.83
39	$56.77653	$59.61533	$62.59608	$65.72584	$69.01218	$72.46282	$9,841.25	$10,333.33	$10,850.00	$11,392.50	$11,962.08	$12,560.25
40	$58.19592	$61.10570	$64.16096	$67.36901	$70.73750	$74.27442	$10,087.33	$10,591.67	$11,121.25	$11,677.33	$12,261.17	$12,874.25
41	$59.65081	$62.63338	$65.76498	$69.05325	$72.50596	$76.13119	$10,339.50	$10,856.42	$11,399.25	$11,969.25	$12,567.67	$13,196.08
42	$61.14210	$64.19918	$67.40918	$70.77960	$74.31857	$78.03453	$10,598.00	$11,127.83	$11,684.25	$12,268.50	$12,881.92	$13,526.00
43	$62.67151	$65.80582	$69.09390	$72.55043	$76.17539	$79.98343	$10,863.08	$11,406.33	$11,976.25	$12,575.42	$13,203.75	$13,863.83
44	$64.23741	$67.44922	$70.82172	$74.36285	$78.08097	$81.98498	$11,134.50	$11,691.17	$12,275.75	$12,889.58	$13,534.00	$14,210.75
45	$65.84338	$69.13553	$72.59223	$76.22190	$80.03291	$84.03460	$11,412.83	$11,983.50	$12,582.67	$13,211.83	$13,872.33	$14,566.00
46	$67.48939	$70.86393	$74.40712	$78.12741	$82.03381	$86.13544	$11,698.17	$12,283.08	$12,897.25	$13,542.08	$14,219.17	$14,930.17
47	$69.17661	$72.63547	$76.26721	$80.08061	$84.08468	$88.28891	$11,990.58	$12,590.17	$13,219.67	$13,880.67	$14,574.67	$15,303.42
48	$70.90604	$74.45140	$78.17397	$82.08265	$86.18680	$90.49612	$12,290.42	$12,904.92	$13,550.17	$14,227.67	$14,939.08	$15,686.00
49	$72.67872	$76.31263	$80.12830	$84.13466	$88.34140	$92.75854	$12,597.67	$13,227.50	$13,888.92	$14,583.33	$15,312.50	$16,078.17
50	$74.49567	$78.22040	$82.13149	$86.23803	$90.54998	$95.07746	$12,912.58	$13,558.17	$14,236.08	$14,947.92	$15,695.33	$16,480.08
51	$76.35805	$80.17601	$84.18477	$88.39401	$92.81367	$97.45435	$13,235.42	$13,897.17	$14,592.00	$15,321.67	$16,087.67	$16,892.08
52	$78.26696	$82.18032	$86.28939	$90.60384	$95.13406	$99.89080	$13,566.25	$14,244.58	$14,956.83	$15,704.67	$16,489.92	$17,314.42
53	$80.22370	$84.23485	$88.44661	$92.86901	$97.51243	$102.38808	$13,905.44	$14,600.67	$15,330.75	$16,097.33	$16,902.17	$17,747.25

EXHIBIT "B"

City of Stanton
Monthly Salary Schedule
Effective December 9, 2025

RANGE NO.	STEP	POSITION/MONTHLY SALARY A	B	C	D	E	F
		17.53	18.40	19.32	20.29	21.30	22.37
		3037	**3189**	**3349**	**3516**	**3692**	**3877**
1A		*Intern* *Park Ranger* *Recreation Leader*					
1B		21.06	22.11	23.22	24.38	25.60	26.88
		3650	**3833**	**4025**	**4226**	**4437**	**4659**
		Senior Recreation Leader					
		22.22	23.33	24.49	25.72	27.00	28.35
		3851	**4043**	**4245**	**4458**	**4681**	**4915**
1		*Administrative Clerk* *Facilities Maintenance Worker I*					
		22.77	23.91	25.11	26.36	27.68	29.06
		3947	**4144**	**4352**	**4569**	**4798**	**5038**
2		*Code Enforcement Technician*					
		24.52	25.75	27.04	28.39	29.81	31.30
		4251	**4463**	**4686**	**4921**	**5167**	**5425**
5		*Senior Administrative Clerk*					
		25.76	27.05	28.40	29.82	31.32	32.88
		4466	**4689**	**4923**	**5170**	**5428**	**5699**
7		*Family Support Advocate*					
		26.41	27.73	29.11	30.57	32.10	33.70
		4577	**4806**	**5047**	**5299**	**5564**	**5842**
8		*Facilities Maintenance Worker II*					
		27.74	29.13	30.59	32.12	33.72	35.41
		4809	**5050**	**5302**	**5567**	**5845**	**6138**
10		*Departmental Assistant* *Marketing Assistant* *Parking Control/Code Enforcement Specialist* *Permit Technician*					

*Monthly Salary are approximate rates based on the hourly conversion.

Council Approved: December 9, 2025

RANGE NO.	STEP	POSITION/MONTHLY SALARY					
		A	**B**	**C**	**D**	**E**	**F**
		28.44	29.86	31.35	32.92	34.57	36.30
		4929	**5176**	**5435**	**5706**	**5992**	**6291**
11		*Accounting Technician*					
		29.15	30.61	32.14	33.74	35.43	37.20
		5053	**5305**	**5570**	**5849**	**6141**	**6448**
12		*Business License Specialist* *Planning Technician*					
		29.88	31.37	32.94	34.59	36.32	38.13
		5179	**5438**	**5710**	**5995**	**6295**	**6610**
13		*Senior Facilities Maintenance Worker*					
		32.18	33.78	35.47	37.25	39.11	41.06
		5577	**5856**	**6149**	**6456**	**6779**	**7118**
16		*Administrative Services Coordinator* *Community Services Coordinator* *Outreach Coordinator*					
		33.80	35.49	37.27	39.13	41.09	43.14
		5859	**6152**	**6460**	**6783**	**7122**	**7478**
18		*Building Inspector* *Engineering Assistant*					
		34.65	36.38	38.20	40.11	42.12	44.22
		6006	**6306**	**6621**	**6953**	**7300**	**7665**
19		*Administrative Services Supervisor* *Code Enforcement Officer* *Senior Accounting Technician*					
		35.52	37.29	39.16	41.11	43.17	45.33
		6156	**6464**	**6787**	**7126**	**7483**	**7857**
20		*Management Analyst*					
		36.40	38.22	40.13	42.14	44.25	46.46
		6310	**6625**	**6957**	**7305**	**7670**	**8053**
21		*Assistant Planner* *Economic Development Specialist* *Housing Specialist*					
		37.31	39.18	41.14	43.19	45.35	47.62
		6468	**6791**	**7131**	**7487**	**7861**	**8255**
22		*Accountant* *Public Works Inspector*					

*Monthly Salary are approximate rates based on the hourly conversion.

Council Approved: December 9, 2025

RANGE NO.	STEP	POSITION/MONTHLY SALARY A	B	C	D	E	F
		40.18	42.19	44.30	46.52	48.84	51.28
		6965	**7313**	**7679**	**8063**	**8466**	**8889**
25		*Information Technology Specialist*					
		41.19	43.25	45.41	47.68	50.06	52.57
		7139	**7496**	**7871**	**8264**	**8678**	**9111**
26		*Associate Planner* *Code Enforcement/Parking Control Supervisor* *Community Services Supervisor* *Facilities Maintenance Supervisor* *Housing Associate* *Human Resources/Risk Management Analyst* *Senior Accountant*					
		44.35	46.57	48.90	51.34	53.91	56.61
		7688	**8072**	**8476**	**8900**	**9345**	**9812**
29		*Associate Engineer*					
		46.60	48.93	51.38	53.94	56.64	59.47
		8077	**8481**	**8905**	**9350**	**9818**	**10309**
31		*Senior Public Works Inspector*					
		48.96	51.41	53.98	56.67	59.51	62.48
		8486	**8910**	**9356**	**9824**	**10315**	**10831**
33		*Civil Engineer* *Senior Planner*					
		51.44	54.009	56.71	59.54	62.52	65.65
		8916	**9362**	**9830**	**10321**	**10837**	**11379**
35		*Accounting Manager* *Administrative Services Manager* *Assistant to the City Manager* *Building Official* *Code Enforcement/Parking Control Manager* *Community Services Manager* *Public Works Manager*					
		52.72	55.36	58.13	61.03	64.08	67.29
		9139	**9596**	**10075**	**10579**	**11108**	**11663**
36		*City Clerk* *Human Resources Manager* *Planning Manager*					

*Monthly Salary are approximate rates based on the hourly conversion.

RANGE NO.	STEP	POSITION/MONTHLY SALARY A	B	C	D	E	F
		62.67	65.81	69.09	72.55	76.18	79.98
		10863	**11406**	**11976**	**12575**	**13204**	**13864**
43		*Assistant City Engineer* *Assistant Community and Economic Development Director*					
		76.36	80.18	84.18	88.39	92.81	97.45
		13235	**13897**	**14592**	**15322**	**16088**	**16892**
51		*Administrative Services Director* *Community & Economic Development Director* *Community Services Director* *Finance Director* *Public Works Director/City Engineer* *Public Safety Services Director*					
		80.22	84.23	88.45	92.87	97.51	102.39
		13905	**14601**	**15331**	**16097**	**16902**	**17747**
53		*Assistant City Manager*					

The annual salary for the City Manager is $285,136 ($23,761/mo.) effective 7/1/2025.

The monthly salary for City Council Members is $850, effective 3/5/2017.

Revision Effective Dates:				
	11/28/2012	04/25/2018	06/09/2020	07/01/2022
	03/10/2015	06/12/2018	07/14/2020	07/18/2022
	05/12/2015	09/11/2018	01/01/2021	07/02/2023
	03/05/2017	03/18/2019	07/01/2021	07/01/2024
	04/25/2017	09/24/2019	09/14/2021	04/22/2025
	06/27/2017	11/12/2019	01/01/2022	07/01/2025
	09/12/2017	01/01/2020	03/27/2022	12/09/2025
	02/27/2018	03/24/2020	05/16/2022	

Item: 6J

Click here to return to the agenda.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: December 9, 2025

SUBJECT: DECLARATION OF SURPLUS PROPERTY AND AUTHORIZATION TO PURCHASE TWO VEHICLES FOR CITY FLEET

REPORT IN BRIEF:

Occasionally equipment purchased by the City has outlived its useful life and needs to be sold or otherwise disposed of. Staff is recommending the surplus of five vehicles in compliance with the City's Purchasing Policy and Procedures IV-4-12. Staff is required to petition the City Manager and City Council to declare the property surplus, obsolete, or unusable. In addition, staff is requesting to purchase two 2025 Toyota Tacoma pickup trucks.

RECOMMENDED ACTION:

1. City Council declare that this action to be categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect changes in the environment; and

2. Declare the equipment listed in Attachment A as surplus; and

3. Direct staff to sell or dispose of said equipment according to Administrative Policy IV-4-12 Purchasing Policy and Procedures; and

4. Authorize the purchase of two 2025 Toyota Tacoma pickup trucks for a not-to-exceed amount of $79,230, including a ten percent contingency; and

5. Authorize the City Manager to execute related purchasing documents; and

6. Appropriate $80,000 from the Fleet Maintenance Fund (#605) for the purchase of two 2025 Toyota Tacoma pickup trucks.

BACKGROUND:

The City currently has several items that are obsolete, unusable, and no longer required for daily operations. These items are stored at the City's Corporate Yard, where they occupy space.

ANALYSIS/JUSTIFICATION:

Due to estimated repair costs or discontinued use in routine operations, the proposed list (Attachment A) of vehicles is now considered surplus. It is recommended that these items be declared as surplus and sent to an auction company to obtain a financial return for these unwanted items.

The proposed surplus list includes five vehicles that will be replaced by two new 2025 Toyota Tacoma pickup trucks. One of the requested vehicles would be assigned to a Code Enforcement Officer while the other vehicle would be primarily assigned to the Facilities Maintenance Supervisor. The newly purchased 2023 Ford E-Transit 350 ADA van will replace one of the other surplus vehicles for the Community Services Department. One of the surplus vehicles is a motorcycle formerly used by the Orange County Sheriff's Department, which is no longer needed. The Public Works Department will review its operational needs to determine the most appropriate type of vehicle to replace the remaining surplus vehicle.

Staff successfully secured three informal bids from Toyota of Garden Grove, Toyota of Huntington Beach, and Toyota of Tustin. The lowest bid was from Toyota of Garden Grove, as follows:

Vehicle Description	Amount
2025 Tacoma SR Model (Discounted Price)	$ 35,842
2025 Tacoma SR Model	$ 36,182
Total	$ 72,024

FISCAL IMPACT:

The Fiscal Year 2025-26 Fleet Maintenance unrestricted fund balance has sufficient funds for the proposed purchase and staff recommends the appropriation of an additional $80,000 from the Fleet Maintenance Fund (#605) for the purchase of two 2025 Toyota Tacoma pickup trucks.

ENVIRONMENTAL IMPACT:

The action required to be categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect changes in the environment.

LEGAL REVIEW:

None.

STRATEGIC GOAL:

Goal 4. Ensure fiscal stability.

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by: Cesar Rangel P.E., Director of Public Works/City Engineer
Fiscal Impact Reviewed by: Sharon del Rosario, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENTS:

A. Surplus List
B. Purchasing Policy and Procedures IV-4-12, Page 32 - Disposal of City Property

ATTACHMENT A

Surplus List

Unit No.	Make	Model	Year	License Plate #	Assigned Department	Condition
3	GMC	Sierra	2013	1415576	Public Safety Services	Engine Replacement
8	Ford	Econoline Wagon	2008	1317601	Community Services	Operational
14	International	4700 Lo-Profile	1996	1076525	Public Works	Operational
17	GMC	Sierra	1995	030624	Public Works	Operational
N/A	Honda	MC	2015	3004410	Sheriff's	Brake System Replacement

CITY OF STANTON **ADMINISTRATIVE POLICY**	**Number** **IV-4-12**
	Date 01/10/2023
SUBJECT: **PURCHASING POLICY AND PROCEDURES**	**Authority** City Council
	Administrator Administrative Services

Disposal of City Property:

A. Department Heads shall petition the City Manager and City Council to declare property surplus, obsolete or unusable.

Any property thus classified with resale value shall be advertised for sale by the City Clerk.

Property not deemed to have any resale value shall be disposed of by the Department Head in the manner deemed to be in the best interest of the public and approved by the City Manager.

Department Head shall provide the City Administrative Services Director with a list of all such property disposed of so that they may be removed from the list of City assets. The City may refuse any or all bids on items offered for sale.

The City may make a finding that a use or disposition of certain City property provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City, in which case the City Council may authorize purchase, receipt, holding, selling, leasing, conveying, and other disposition of real and personal property for the benefit of the City, whether the property is within or without the City's corporate boundaries, and under the terms of such a finding is not obligated to sell such property at bid but may improve, protect, and do any other thing in relation to this property that an individual could do.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: December 9, 2025

SUBJECT: **APPROVAL OF FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT WITH YUNEX, LLC FOR THE STREETLIGHT UPGRADES PROJECT (TASK CODE NO. 2026-104)**

REPORT IN BRIEF:

On August 26, 2025, the City Council approved a contract with Yunex, LLC to upgrade 54 streetlight fixtures with higher-lumen units along Beach Boulevard and other locations using Energy Efficiency and Conservation Block Grant (EECBG) funding. As part of this project, the existing fixtures, many of which were upgraded with the Safe Streets Together campaign, are being salvaged for reuse at other sites. The cost to complete these additional relocations is $8,025. A contract amendment is required to increase the compensation amount from $72,295 to $80,320.

RECOMMENDED ACTION:

1. City Council declare that this project is categorically exempt under the California Environmental Quality Act (“CEQA”), Class 2, Section 15302 as replacement of existing structures and facilities; and

2. Appropriate $8,025 from the Lighting Maintenance 1919 Act Fund (# 224) to increase the Streetlight Upgrades Project (Task Code No. 2026-104) budget; and

3. Approve the First Amendment to the exiting construction contract with Yunex, LLC for the Streetlight Upgrades Project, subject to any necessary revisions by the City Attorney; and

4. Authorize the City Manager to execute the First Amendment to the existing construction contract with Yunex, LLC for the Streetlight Upgrades Project.

BACKGROUND:

On August 26, 2025, the City Council awarded a construction contract for the Streetlight Upgrades Project to Yunex in the amount of $72,295 and authorized the City Manager to approve contract change orders not to exceed $3,935.

ANALYSIS/JUSTIFICATION:

Last summer, as part of the Safe Streets Together campaign, the City contracted with Yunex to upgrade streetlighting fixtures along Beach Boulevard. As the Streetlight Upgrades Project moves forward, some of these recently installed fixtures will be replaced with even higher-lumen models. Staff determined that the existing fixtures can be effectively reused to improve lighting in other areas of the City. Installing these salvaged fixtures will enhance safety and visibility where current lighting levels are lower than desired.

To carry out this work, Yunex submitted a proposal to install 24, City-furnished fixtures primarily along Cerritos Avenue and other selected locations. With this added scope, the project cost will increase from the original construction contract amount of $72,295 to a revised total of $80,320. Staff recommends approval of the First Amendment to increase the contract compensation, allowing the contractor to efficiently complete the expanded lighting improvements.

FISCAL IMPACT:

The cost for the additional scope of work is $8,025. Staff recommends the appropriation of an additional $8,025 from the Lighting Maintenance 1919 Act Fund (#224) to the project budget.

ENVIRONMENTAL IMPACT:

The project is categorically exempt under the California Environmental Quality Act (“CEQA”), Class 2, Section 15302 as replacement of existing structures and facilities.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC GOAL:

Goal 3. Provide quality infrastructure.

Prepared by: Elias Garcia, P.E., T.E., Assistant City Engineer
Reviewed by: Cesar Rangel, P.E., Director of Public Works/City Engineer
Fiscal Impact Reviewed by: Sharon del Rosario, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENTS:

A. First Amendment
B. Original Construction Contract

CITY OF STANTON

FIRST AMENDMENT TO
CONTRACT FOR THE STREETLIGHT UPGRADES PROJECT

1. PARTIES AND DATE.

This First Amendment to the Contract for the Streetlight Upgrades Project ("First Amendment") is entered into on the 9th day of December, 2025, by and between the City of Stanton (hereinafter referred to as the "City") and Yunex, LLC (hereinafter referred to as the "CONTRACTOR"). City and CONTRACTOR are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Contract. The Parties entered into that certain Contract for the Streetlight Upgrades Project dated August 26, 2025 ("Contract").

2.2 First Amendment. The Parties now desire to amend the Contract in order to amend the scope of services and increase the total compensation under the Contract.

3. TERMS.

3.1 Scope of Services. The Contract is hereby amended to include the scope of services set forth in Exhibit "A-1," attached hereto and incorporated herein by reference.

3.2 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit "A-1" attached hereto. Section 3.1.1, "Amount of Consideration," of the Contract shall be amended in its entirety to state as follows:

> As consideration for the performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Eighty Thousand, Three Hundred Twenty Dollars ($80,320.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on this _____ day of _____, 2025.

CITY OF STANTON

By: _____
Hannah Shin-Heydorn
City Manager

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

YUNEX, LLC

By: _____
Joshua Ferras
Regional Manager

By: _____
Name:

Title:

EXHIBIT "A-1"
TO FIRST AMENDMENT TO
CONTRACT FOR STREETLIGHT UPGRADES PROJECT

SCOPE OF SERVICES

YUNEX TRAFFIC

Yunex LLC
1026 E. Lacy Ave
Anaheim, CA 92805
714.284.0206
714.284.1150 Fax
https://yunextraffic.com

October 6, 2025

Elias Garcia
City of Stanton
7800 Katella Ave
Stanton, CA 90680

RE: Various Locations; Install City furnished fixtures

Dear Mr. Garcia:

Yunex Traffic is pleased to offer to perform the following work at the below price:

Upon your authorization, Yunex Traffic will install (24) used, city furnished fixtures at locations determined by the city. Yunex will remove the existing fixtures during a conversion project and return the used fixtures back to the city. Upon completion of the conversion, Yunex will then install the used fixtures at locations outlined by the city, under the assumption the fixtures will be installed in large quantity clusters. The below listed price includes all labor and equipment for the intended operation. No material is included with this price.

TOTAL LABOR, EQUIPMENT, AND MATERIAL: $8,025.00

This proposal is an estimate, if unexpected problems arise, we will notify you before we proceed and a change order for the extra work will be provided. Additionally, the price listed above does not include any bonds, permits, fees, shift work, night work, holiday, or weekend work.

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment, or orders, contains all terms, conditions, and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this _____ day of _____, 2025.

YUNEX LLC

Joshua Ferras

Joshua Ferras

Regional Manager

City of Stanton

By: _____

Title: _____

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CITY OF STANTON
SHORT FORM CONSTRUCTION CONTRACT
STREETLIGHT UPGRADES PROJECT

1. PARTIES AND DATE.

This Contract is made and entered into this 26th day of August, 2025 by and between the City of Stanton, a municipal corporation organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, CA 90680 ("City") and Yunex, LLC, with its principal place of business at 1026 East Lacy Avenue, Anaheim, CA 92805 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing services for site preparation and concrete infrastructure related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City.

2.3 Project. City desires to engage Contractor to render such services for the STREETLIGHT UPGRADES ("Project") as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS as required by the Contract.

3. TERMS

3.1 Compensation and Payment.

3.1.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of Seventy-Two Thousand Two-Hundred Ninety Five Dollars ($72,295.00) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.1.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as

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the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.1.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.1.4 Contract Retentions. If this Contract is greater than Five Thousand dollars ($5,000), from each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.1.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.1.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the City to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, with the State or a federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City, which provides that no portion of the securities shall be paid to Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

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3.1.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.1.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.1.9 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.2 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit “A”)
- Plans (Exhibit “B”)
- Special Conditions (Exhibit “C”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “D”)
- Payment (Exhibit “E”)
- Change Orders executed by the City, if any
- Latest Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor’s Bid

To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

3.3 Contractor’s Basic Obligation; Scope of Work.

3.3.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as

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well as the exhibits attached hereto and incorporated herein by reference. The plans for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.3.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.3.3 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the City. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the City for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.3.4 Changes Ordered By City. City may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.3.5 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.4 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of

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manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words “or equal.”

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any “or equal” material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of “or equal” requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed “or equal” substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process or article that may be substituted. Data required to substantiate requests for substitutions of an “or equal” material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted “or equal” material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted “or equal” material, process or article, and substantiates that it is an “or equal” to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City’s costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted “or equal” material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within 35 days, beginning the effective date of the Notice to Proceed (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits “A” or “B” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Two Thousand Eight-Hundred Dollars ($2,800) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

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3.5.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.5.3 A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

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

3.7 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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, and workers' compensation insurance.

3.8 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory

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performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.9 Labor.

3.9.1 Prevailing Wages. Contractor 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. Since the Work is 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor 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 Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to $200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.9.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding $100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.9.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of $25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.9.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to

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defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.9.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.9.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

3.10 Performance of Work; Jobsite Obligations.

3.10.1 Water Quality Management and Compliance.

3.10.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.10.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It

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shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through difference phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.10.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.10.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.10.1.5 Liability for Non-Compliance. Failure to comply with laws, regulations, standards, ordinances, and permits listed in Sections 3.10.1.1, 3.10.1.2, 3.10.1.3, and 3.10.1.4 of the Contract is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.10.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.10.1.7 Training. In addition to the standard of performance requirements set forth in this Contract, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.10.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.10.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

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3.10.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor 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, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.10.3 Laws and Regulations. Contractor 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 Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.10.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.10.5 Trenching Work. If the Total Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

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3.10.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.10.7 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.10.8 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.10.9 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters.

3.10.10 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any work or altering the condition.

3.11 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain.

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Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.12 Claims; Government Code Claim Compliance.

3.12.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.12.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.12.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.12.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.12.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.12.4.2 List of documents relating to claim:

(A) Specifications

(B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

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(E) Other

3.12.4.3 Chronology of events and correspondence

3.12.4.4 Analysis of claim merit

3.12.4.5 Analysis of claim cost, including calculations and supporting documents

3.12.4.6 Time impact analysis in CPM format

3.12.5 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

3.12.5.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.12.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.12.6 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 Days of receipt of City's response or the City's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

3.12.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

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3.12.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.12.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.12.7.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.12.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

3.12.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.12.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

3.12.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.12.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.12.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not

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obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.12.10 Government Code Claim Procedures.

3.12.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.12.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

3.12.10.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

3.12.10.4 **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

3.12.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

3.13 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to the termination provisions in this Contract; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.14 Indemnification.

3.14.1 Scope of Indemnity**.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to

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property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.14.2 Additional Indemnity Obligations**.** Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.15 Insurance.

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.15.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Builders'/All Risk:* Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral

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support (and including earthquakes and floods if requested by the City). Policies shall not contain exclusions contrary to this Contract.

3.15.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $1,000,000 per occurrence and $2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Builders'/All Risk:* Completed value of the project. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.15.2.3 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor 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. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Contract.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.15.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.15.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights

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of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.15.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and volunteers.

3.15.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and volunteers.

3.15.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than $1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

3.15.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.15.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be

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signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.15.11 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.16 Bond Requirements.

3.16.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.2 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.16.3 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.17 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified

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in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.18 Employee/Labor Certifications.

3.18.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he 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 Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.18.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.18.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.19 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by

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Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.20 General Provisions.

3.20.1 City's Representative. The City hereby designates the Public Works Director, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.20.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("′Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.20.3 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.20.4 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

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3.20.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

YUNEX, LLC
1026 EAST LACY AVENUE
ANAHEIM, CA 92805
ATTN: JOSHUA FERRAS

CITY:

CITY OF STANTON
7800 KATELLA AVENUE
STANTON, CA 90680
ATTN: ELIAS GARCIA, ASSISTANT CITY ENGINEER

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.20.6 Time of Essence. Time is of the essence in the performance of this Contract.

3.20.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.20.9 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Orange, State of California.

3.20.10 Attorneys' 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 attorneys' fees and all other costs of such action.

3.20.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

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3.20.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.20.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.20.14 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor 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 Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.20.15 Certification of License.

3.20.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.20.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.20.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.20.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.20.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

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3.20.19 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[Signatures on Next Page]

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**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF STANTON
AND YUNEX LLC**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITY OF STANTON

Approved:

By: Signed by: Hannah Shin-Heydorn 3536D42901FF4F5...
Hannah Shin-Heydorn
City Manager

ATTESTED:

By Signed by: Patricia A. Vazquez 644857E8BFA442E...
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

Signed by: HongDao Nguyen AC327306BF214E7...
Best Best & Krieger LLP
City Attorney

YUNEX LLC

By: DocuSigned by: Joshua Ferras 40D93D927DCC4F2...

Its: Regional Project Manager

Printed Name: Joshua Ferras

By: Signed by: Michael Hutchens 698011BF4F7E42F...

Its: Western Operations Manager

Printed Name: Michael Hutchens

Contractor's License Number and Classification

DIR Registration Number

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EXHIBIT "A"

SERVICES / SCHEDULE

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YUNEX TRAFFIC

Yunex LLC
1026 E. Lacy Ave
Anaheim, CA 92805
714.284.0206
714.284.1150 Fax
https://yunextraffic.com

January 8, 2025

Elias Garcia
City of Stanton
7800 Katella Ave
Stanton, CA 90680

RE: Various Locations; Furnish and install new LEOTEK LED fixtures

Dear Mr. Garcia:

Yunex Traffic is pleased to offer to perform the following work at the below listed price:

Upon your authorization, Yunex Traffic will furnish and install (42) Leotek LED GCL3-80J-MV-40K-3F-GY-355-PCR7-WL fixtures with (42) UBC-30-0-01-1-GY smart nodes with 10-year warranty. Yunex will also furnish and install (12) Leotek LED GCL2-80J-MV-40K-3F-GY-275-PCR7-WL fixtures with (12) UBC-30-0-01-1-GY smart nodes. The below listed price includes all labor, equipment, and material for the intended operation.

Item #	Item Description	Unit	Quantity	Unit Price	Total Price
1	Furnish and install new GCL3-80J-MV-40K-3F-GY-355-PCR7-WL Leotek Fixtures	LS	1	$45,500.00	$45,500.00
2	Furnish and install new GCL2-80J-MV-40K-3F-GY-275-PCR7-WL Leotek Fixtures	LS	1	$12,000.00	$12,000.00
3	Furnish and install new UBC-30-0-01-1-GY smart nodes with 10 year warranty	LS	1	$14,795.00	$14,795.00
				Total Bid	**$72,295.00**

This proposal is an estimate, if unexpected problems arise, we will notify you before we proceed and a change order for the extra work will be provided. Additionally, the price listed above does not include any bonds, permits, fees, shift work, night work, holiday, or weekend work.

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment, or orders, contains all terms, conditions, and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this _____ day of _____, 2025.

YUNEX LLC

Joshua Ferras

Joshua Ferras

Regional Manager

City of Stanton

By: _____

Title: _____

Docusign Envelope ID: D2D61B43-9D3F-4201-AEF6-1278A4399542

EXHIBIT "B"

PLANS

PER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK")

Docusign Envelope ID: D2D61B43-9D3F-4201-AEF6-1278A4399542

EXHIBIT "C"
SPECIAL CONDITIONS

ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the City four identical counterparts of the Payment Bond on the forms supplied by the City and included as Exhibit "E" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

Docusign Envelope ID: D2D61B43-9D3F-4201-AEF6-1278A4399542

EXHIBIT "D"
CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., 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 the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

YUNEX LLC

By: _____
Signature

_____
Name (Print)

_____
Title (Print)

Docusign Envelope ID: D2D61B43-9D3F-4201-AEF6-1278A4399542

EXHIBIT "E"
PAYMENT BONDS

Item: 6L

Click here to return to the agenda.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: December 9, 2025

SUBJECT: **FIRST AMENDMENT TO THE CONSTRUCTION CONTRACT WITH AC PROS, INC. FOR THE HVAC SYSTEM REPLACEMENT PHASE 1 PROJECT (TASK CODE NO. 2026-603)**

REPORT IN BRIEF:

On August 26, 2025, the City Council approved a contract with AC Pros, Inc. to upgrade and replace a total of five (5) of eight (8) total HVAC units at the Stanton Community Center using Community Development Block Grant (CDBG) funding. Since then, the City has acquired additional CDBG funding for this project. As part of this project, the contractor submitted optional alternate costs to replace the remaining three (3) units. The cost to complete these additional replacements is $485,011.52.

RECOMMENDED ACTION:

1. City Council declare that this project is categorically exempt under the California Environmental Quality Act (“CEQA”), Class 2, Section 15302 as replacement of existing structures and facilities; and

2. Appropriate $485,011.52 from the Public Benefit Fee Fund (#104) to increase the HVAC System Replacement Phase 1 Project (Task Code No. 2026-603) budget; and

3. Authorize the City Manager to execute the First Amendment to the existing construction contract with AC Pros, Inc. for the HVAC System Replacement Phase 1 Project to accept the optional alternate proposal and increase the not-to-exceed compensation amount to $969,011.52, subject to City Attorney review and approval.

BACKGROUND:

On August 26, 2025, the City Council awarded a construction contract for the HVAC System Replacement Phase 1 Project to AC Pros, Inc. in the amount of $484,000 and authorized the City Manager to approve contract change orders not to exceed $48,400.

ANALYSIS/JUSTIFICATION:

In 2024, as part of the City's ongoing effort to modernize building systems at the Stanton Community Center, the City purchased eight (8) replacement HVAC units to address aging and increasingly unreliable equipment. Five (5) of the units are scheduled to be installed under a construction contract awarded on August 26, 2025. The remaining three (3) units are currently stored and ready for installation as part of the next phase of work.

Recent federal regulations implemented as part of the American Innovation and Manufacturing (AIM) Act require that the remaining HVAC units be installed before January 1, 2026. As such, staff is seeking Council authorization to negotiate and execute the First Amendment to the installation contract with AC Pros, Inc., in a form similar to Attachment "A" (subject to revisions as may be necessary), to meet the federal timeline.

FISCAL IMPACT:

The cost for the additional scope of work to install the three remaining units is $485,011.52, resulting in a new not-to-exceed compensation amount of $969,011.52. Staff recommends the appropriation of an additional $485,011.52 from the Public Benefit Fee Fund (#104) to the project budget. Additional CDBG funding was acquired on October 13, 2025 for this project.

ENVIRONMENTAL IMPACT:

The project is categorically exempt under the California Environmental Quality Act ("CEQA"), Class 2, Section 15302 as replacement of existing structures and facilities.

LEGAL REVIEW:

The City Attorney's Office has reviewed the First Amendment as to form.

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

STRATEGIC GOAL:

Goal 3: Provide quality infrastructure.

Prepared by: Elias Garcia, P.E., T.E., Assistant City Engineer
Reviewed by: Cesar Rangel, P.E., Director of Public Works/City Engineer
Fiscal Impact Reviewed by: Hannah Shin-Heydorn, City Manager
Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENTS:

A. First Amendment
B. Original Construction Contract

CITY OF STANTON

FIRST AMENDMENT TO
CONTRACT FOR THE HVAC SYSTEM REPLACEMENT PHASE 1 PROJECT

1. PARTIES AND DATE.

This First Amendment to the Contract for the HVAC SYSTEM REPLACEMENT PHASE 1 PROJECT("First Amendment") is entered into on the 9th day of December, 2025, by and between the City of Stanton (hereinafter referred to as the "City") and AC Pros, Inc. (hereinafter referred to as the "CONTRACTOR"). City and CONTRACTOR are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Contract. The Parties entered into that certain Contract for the HVAC System Replacement Phase 1 Project dated August 26, 2025 ("Contract").

2.2 First Amendment. The Parties now desire to amend the Contract in order to amend the scope of services and increase the total compensation under the Contract.

3. TERMS.

3.1 Scope of Services. The Contract is hereby amended to include the scope of services set forth in Exhibit "A-1," attached hereto and incorporated herein by reference.

3.2 Regulatory Compliance and Contractor Liability. In addition to all other obligations under the Contract, CONTRACTOR shall be solely responsible and fully liable for ensuring that all HVAC units, components, materials, and related installation work performed under this First Amendment comply with all applicable federal, state, and local laws, regulations, codes, and refrigerant requirements, including but not limited to the U.S. Environmental Protection Agency's American Innovation and Manufacturing (AIM) Act, associated refrigerant phase-out regulations, and installation deadlines. CONTRACTOR shall perform all work in a manner that ensures the City's units remain eligible for lawful installation.

CONTRACTOR expressly assumes all risk associated with compliance and shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against any claims, penalties, enforcement actions, losses, delays, or costs—including but not limited to the cost of replacement equipment—arising from CONTRACTOR's failure to perform the work in full compliance with applicable regulatory requirements including the AIM . Prior to commencing installation, CONTRACTOR shall provide written certification confirming compliance.

3.3 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this First Amendment at the rates set forth in Exhibit "A-1" attached hereto. Section 3.1.1, "Amount of Consideration," of the Contract shall be amended in its entirety to state as follows:

As consideration for the performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of **Nine Hundred Sixty-Nine Thousand, Eleven Dollars and Fifty-Two Cents ($969,011.52)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on _____.

CITY OF STANTON

By: _____
Hannah Shin-Heydorn
City Manager

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

AC PROS, INC.

By: _____
Noam Ziv
President

By: _____
Name:
Title:

EXHIBIT "A-1"
TO FIRST AMENDMENT TO
CONTRACT FOR STREETLIGHT UPGRADES PROJECT

SCOPE OF SERVICES

Bidder's Name: AC Pros Inc

BASE BID SCHEDULE* HVAC SYSTEM REPLACEMENT – PHASE 1					
ITEM NO.	DESCRIPTION	QTY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
1	HVAC Unit 2 (two) Replacement (Turnkey)	1	LS	$82,600	$82,600
2	HVAC Unit 3 (three) Replacement (Turnkey)	1	LS	$82,600	$82,600
3	HVAC Unit 4 (four) Replacement (Turnkey)	1	LS	$82,800	$82,800

*** Details regarding the scope of work for each bid item are provided in Section 7-3.1 of the Special Provisions and Specifications, as well as in the Technical Specification and the construction plans. Contractors are required to thoroughly review both the specific scope outlined in Section 7-3.1 and the construction plans in their entirety prior to submitting a bid. Contractors should be aware that the scope of work may vary between bid items and that each item may require individual attention to ensure a complete, *turnkey* delivery of the project. Measurement & payment for work under each item shall also include contractor furnishing and installation of new trunkey BMS system by Carrier i-Vu Building Automation System (BAS), or approved equal. New control panel shall support the open-source protocol integration. All newly replace HVAC units as part of this project shall be integrated onto the new BMS system. All existing HVAC units to remain shall remain operational under the existing BMS system.**

-Contractor shall provide a Schedule of Values for Lump Sum Bid Items following City request.

Total Base Bid in NUMBERS:	$248,000.00
Total Base Bid in WORDS:	two hundred fourty eight thousand Dollars and 00 Cents

ALTERNATE BID SCHEDULE HVAC SYSTEM REPLACEMENT – PHASE 1					
ITEM NO.	DESCRIPTION	QTY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
A-1	HVAC Unit 1 (one) Replacement (Turnkey)	1	LS	$120,000	$120,000
A-2	HVAC Unit 6 (six) Replacement (Turnkey)	1	LS	$130,000	$130,000
A-3	HVAC Unit 7 (seven) Replacement (Turnkey)	1	LS	$106,000	$106,000
A-4	HVAC Unit 8 (eight) Replacement (Turnkey)	1	LS	$210,000	$210,000

Bidder's Name: AC Pros Inc

ALTERNATE BID SCHEDULE HVAC SYSTEM REPLACEMENT – PHASE 1					
ITEM NO.	DESCRIPTION	QTY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
A-5	HVAC Unit 9 (nine) Replacement (Turnkey)	1	LS	$ 200,000	$ 200,000

*** Details regarding the scope of work for each bid item are provided in Section 7-3.1 of the Special Provisions and Specifications, as well as in the Technical Specification and the construction plans. Contractors are required to thoroughly review both the specific scope outlined in Section 7-3.1 and the construction plans in their entirety prior to submitting a bid. Contractors should be aware that the scope of work may vary between bid items and that each item may require individual attention to ensure a complete, *turnkey* delivery of the project. Measurement & payment for work under each item shall also include contractor furnishing and installation of new trunkey BMS system by Carrier i-Vu Building Automation System (BAS), or approved equal. New control panel shall support the open-source protocol integration. All newly replace HVAC units as part of this project shall be integrated onto the new BMS system. All existing HVAC units to remain shall remain operational under the existing BMS system.**

-Contractor shall provide a Schedule of Values for Lump Sum Bid Items following City request.

Total Alternate Bid in NUMBERS:	$766,000.00
Total Alternate Bid in WORDS:	Seven hundred sixty six thousand Dollars and 00 Cents

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

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

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

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

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

AC Pros Inc.

7046 Darby Ave. Reseda, CA 91335

AC PROS Inc.

Air Conditioning & Heating

Residential Commercial

LIC # 871281 DIR # 1000031839

Project Site: **Stanton City Hall**	**Cost Proposal**
Project Name: **City Hall - HVAC System Replacement**	**4**
To Owner: **City Of Stanton**	**Project # 012-23010767-CV**
7800 Katella Ave. Stanton, CA 90680	

Scope: AC-1 Curb & Roofing Credit

Material	Qt.	Price per Unit	
Blocking & platform materials (plywood, 4x and ect.) CREDIT	-1	$1,200.00	$ (1,200.00)
Sheet metal Duct transitions CREDIT	-1	$600.00	$ (600.00)
Iso curb from Sigler CREDIT	-1	$3,714.00	$ (3,714.00)
		Sub Total	$ (5,514.00)
		Tax (9.5%)	($523.83)
		Total Material	($6,037.83)

Labor

Description	Qt.	Crew	Hrs.	Hr. Rate	Extension
Demo existing curb cerdit	-1	3	4.00	$ 98.61	$ (1,183.32)
Blocking under roof credit	-1	3	5.00	$ 99.61	$ (1,494.15)
Platform framing credit	-1	3	10.00	$ 99.61	$ (2,988.30)
Sheet metal duct transision installation credit	-1	2	3.00	$ 124.33	$ (745.98)
				Total labor	$ (5,228.43)

Others	
Letner Roofing Credit	($6,550.00)
Total Sub	($6,550.00)
Credit Charge (10%)	($1,781.63)
Time impact:	
Total	($19,597.89)

AC Pros Inc.

7046 Darby Ave. Reseda CA 91335

AC PROS Inc.

Air Conditioning & Heating

Residential Commercial

LIC # 871281 DIR # 1000031839

Project Site: **Stanton City Hall**	**Cost Proposal**
Project Name: **City Hall - HVAC System Replacement**	**5**
To Owner: **City Of Stanton**	**Project # 012-23010767-CV**
7800 Katella Ave. Stanton, CA 90680	

Scope: Economizer/Power Exhaust & Curb Adaptor For AC1

Material	Qt.	Price per Unit	
Economizer for AC - 1 Model ECE-SRT05CB-DOD-4	1	$2,200.00	$ 2,200.00
Power Exhaust for AC - 1 Model CRPWREXH081A00	1	$2,803.00	$ 2,803.00
Adaptor Curb from Sigler	1	$2,275.00	$ 2,275.00
Misc (screws, wires, nuts&bolts, ext. For ECO/PE)	1	$150.00	$ 150.00
		$0.00	$ -
		Sub Total	**$7,428.00**
		Tax (9.5%)	**$705.66**
		Total Material	**$8,133.66**

Labor

Description	Qt.	Crew	Hrs.	Hr. Rate	Extension
Install Adaptor Curb	1	2	2.00	$ 124.33	$ 497.32
Install ECO/PE for AC 1	1	3	4.00	$ 124.33	$ 1,491.96
Connect ECO/PE to AC 1	1	3	2.00	$ 124.33	$ 745.98
				$ -	$ -
				Total labor	$ 2,237.94

Others

	$0.00
Total Sub	$0.00

Bond (1%)	$ 96.66
Contractor OH & Profit Labor (20%)	$ 447.59
Contractor OH & Profit Materials (15%)	$ 1,114.20
Subontractor OH & Profit Labor (20%)	$ -
Subcontractor OH & Profit Materials (15%)	$ -
Contractor OH & P on Subcontractor (10%)	$ -
Time impact:	
Total	**$12,030.05**

AC PROS Inc.

Air Conditioning & Heating
Residential • Commercial
Air Conditioning, Heating, Ventilation and Mechanical Services

LIC # 871281

City of Stanton – AC 8 credit options

1 – Change to an adaptor curb
ISO Curb per plan - $8,751.00
Revised new Adaptor Curb - $2,300.00
Total revised curb = $6,451 back to the Owner

2 – No 4' roofing around AC unit.
Roofing per plan - $6,550.00
Total revised roofing scope = $6,550 back to the Owner

3 – No framing due to revised curb.
Material Credit (Blocking, platform & sheet metal transition) - $2,200.00+Tax = $2,409.00
Labor for farming - $6,124.92
Total revised Framing scope = $8,533.92 back to the Owner

4 – Add Economizer & Power EF to AC-8.
Economizer - $4,116.00 + Tax = $4,507.02
Power Exhaust - $2,932.00 + Tax = 3,210.54
Misc. = $150 + Tax = $164.25
Installation & connection of ECO & PE - $1,491.96
Total revised Eco & PEF scope = $10,838.76 **impact** to the Owner

5 – Carrier Control for AC-8.
This scope includes omitting Carrier control and having the unit work as a standalone with one local thermostat for all areas served by AC-8. We will disconnect all VVTs, force the damper into the open position, and leave it until control installation by others.
Control scope per plan - $47,843.00
VVT replacement per plan - $7,273.31
Total revised control scope = $55,116.31back to the Owner

*AC Pros will provide a $5,000 courtesy discount off the original bid to the Owner.

7046 Darby Ave, Reseda, CA 91335 Tel: (818) 342-7767 Fax: (818) 881-9125 Email: miriam@acprosinc.com

AC PROS Inc.

Air Conditioning & Heating
Residential • Commercial
Air Conditioning, Heating, Ventilation and Mechanical Services

LIC # 871281

City of Stanton – AC 9 credit options

1 – Change to an adaptor curb
ISO Curb per plan - $8,751.00
Revised new Adaptor Curb - $2,300.00
Total revised curb = $6,451 back to the Owner

2 – No 4' roofing around AC unit.
Roofing per plan - $6,550.00
Total revised roofing scope = $6,550 back to the Owner

3 – No framing due to revised curb.
Material Credit (Blocking, platform & sheet metal transition) - $2,200.00+Tax = $2,409.00
Labor for farming - $6,124.92
Total revised Framing scope = $8,533.92 back to the Owner

4 – Add Economizer & Power EF to AC-9.
Economizer - $4,116.00 + Tax = $4,507.02
Power Exhaust - $2,932.00 + Tax = 3,210.54
Misc. = $150 + Tax = $164.25
Installation & connection of ECO & PE - $1,491.96
Total revised Eco & PEF scope = $10,838.76 **impact** to the Owner

5 – Carrier Control for AC-9.
This scope includes omitting Carrier control and having the unit work as a standalone with one local thermostat for all areas served by AC-9. We will disconnect all VVTs, force the damper into the open position, and leave it until control installation by others.
Control scope per plan - $42,936
VVT replacement per plan - $6,465.16
Total revised control scope = $49,401.16 back to the Owner

*AC Pros will provide a $5,000 courtesy discount off the original bid to the Owner.

7046 Darby Ave, Reseda, CA 91335 Tel: (818) 342-7767 Fax: (818) 881-9125 Email: miriam@acprosinc.com

CITY OF STANTON
CONTRACT AGREEMENT

HVAC SYSTEM REPLACEMENT PHASE 1 PROJECT

THIS CONTRACT AGREEMENT (or "Contract") is made and entered into for the above-stated project this 26th day of August, 2025, BY AND BETWEEN THE **CITY OF STANTON**, as City and **AC PROS, INC.** as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

Article I

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

Article II

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

Article III

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

Article IV

City of Stanton Original

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

The total amount of this contract shall not exceed **FOUR HUNDRED EIGHTY-FOUR THOUSAND Dollars ($484,000.00)**. CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council, or if pursuant to its authority, the City Manager, or his or her designee. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager or City representative and CONTRACTOR at the time City's written authorization is given to CONTRACTOR for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or $30,000 whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

Article V

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

Article VI

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

Article VII

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

City of Stanton Original

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

CONTRACTOR

Noam Ziv, President 09/11/2025

Name Noam Ziv Date
Title President

CITY OF STANTON

10/22/25

Hannah Shin-Heydorn Date
City Manager

ATTEST:

10/22/2025

Patricia Vazquez Date
City Clerk

CITY OF STANTON INCORPORATED JUNE 4 1956 CALIFORNIA

Name Date
Title

871281, B, C10, C20, C36
Contractor's License Number and Classification

1000031839
DIR Registration Number

APPROVED AS TO FORM:

09/24/2025

Best Best & Krieger LLP Date
City Attorney

NOTE: SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED

City of Stanton Original

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
On 09 - 11 - , 2025, before me, GHAZI JAMSHED, Notary Public, personally

appeared NOAM ZIV, who proved to me on the basis of satisfactory

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

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

GHAZI JAMSHED
Notary Public - California
Los Angeles County
Commission # 2376260
My Comm. Expires Oct 22, 2025

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☒ Corporate Officer — PRESIDENT (Title(s))
- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

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

DESCRIPTION OF ATTACHED DOCUMENT

HVAC SYSTEM REPLACEMENT PHASE-1 PROJECT
Title or Type of Document

THREE
Number of Pages

09 - 11 - 2025
Date of Document

NO OTHER SIGNER
Signer(s) Other Than Named Above

AC PROS Inc.

Air Conditioning & Heating
Residential Commercial
Air Conditioning, Heating, Ventilation and Mechanical Services

City of Stanton
HVAC System Replacement -Phase 1
COI

7046 Darby Ave, Reseda, CA 91335 Tel: (818) 342-7767 Fax: (818) 342-7167 Email: acprosinc@gmail.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/09/2025

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

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

PRODUCER

Pacific First Insurance Services
79734 Parkway Esplanade N
La Quinta , CA 92253 Lic # : 0K44551

CONTACT NAME: Ovidiu Bolun
PHONE (A/C, No, Ext): 800 591 5750 **FAX (A/C, No):** 800 989 7786
E-MAIL ADDRESS: support@gocontractorsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Developers Surety and Indemnity	12718
INSURER B : United Financial Cas Insurance Company	11770
INSURER C : Mt Hawley Insurance Company	37974
INSURER D : Falls Lake Fire and Casualty	15884
INSURER E : LLoyd's	AA1122000
INSURER F :	

INSURED

AC Pros Inc
7040 Darby Ave
Reseda, CA 91335

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	BIS00033837-05	10/30/2024	10/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	974451311	10/24/2024	10/24/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	ER9132488	05/09/2025	05/09/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	FLA017476-04	08/01/2025	08/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Professional Liability			ATR/PL/260827	10/20/2024	10/20/2025	$1,000,000/1,000,000	

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

The City of Stanton, its officers, officials, employees, and volunteers are named as additional insured with respect to general liability and commercial auto . Coverage is Primary and Non Contributory . Waiver of subrogation in favor of Certificate holder , has been added to general liability, workers comp and commercial auto.

Excess Policy to follow General Liability forms.

CERTIFICATE HOLDER

The City of Stanton /Public Works and Engineering Department
7800 Katella Avenue
Stanton, CA 90680
(714) 379-9222 | StantonCA.gov

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY AND BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. PRIMARY AND NON-CONTRIBUTORY TO OTHER INSURANCE

With respect to any person or organization that is an additional insured under this Coverage Part, the following is added to paragraph 4. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If you have agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary and we will not seek contribution from that other insurance. For the purpose of this endorsement, the additional insured's own insurance means insurance on which the additional insured is a Named Insured.

When this endorsement is attached to the policy it supersedes all other insurance conditions within.

B. WAIVER OF SUBROGATION – BLANKET

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, The **Transfer Of Rights Of Recovery Against Others To Us Condition** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of:

a. Your ongoing operations; or

b. "Your work" included in the "products-completed operations hazard".

However, this waiver applies only when you have agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

a. Is in effect or becomes effective during the term of this policy; and

b. Was executed prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization for whom you are performing operations during the policy period when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any Additional Insured Person or Organization if completed operations coverage is required by written contract	Any location of Additional Insured where work is performed by insured if completed operations coverage is required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Additional Insured When Required by Contract

(1) Paragraph **A.1. – WHO IS AN INSURED – of Section II – Liability Coverage** is amended to add:

d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that the insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **A. Loss Conditions 2. – Duties In The Event Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS**, in the same manner as the Named Insured.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Policy Number : 9876589

GUARD INSURANCE GROUP
a Berkshire Hathaway company

BizGUARD Plus
Comp • Businessowner's • Auto • Umbrella

COMMERCIAL AUTO
BA 99 02 09 08

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Blanket Waiver of Subrogation	As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08-01-2025
Insured
AC Pros, Inc (a Corp)

Policy No. FLA017476-04
Insurance Company
Falls Lake Fire & Casualty Company

Endorsement No.

Countersigned By _____

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AC PROS Inc.

Air Conditioning & Heating
Residential Commercial
Air Conditioning, Heating, Ventilation and Mechanical Services

City of Stanton
HVAC System Replacement -Phase 1
Payment and Performance Bonds

7046 Darby Ave, Reseda, CA 91335 Tel: (818) 342-7767 Fax: (818) 342-7167 Email: acprosinc@gmail.com

Bond #:0104324
Premium: Included

CITY OF STANTON
PAYMENT BOND

HVAC SYSTEM REPLACEMENT PHASE 1 PROJECT

KNOW ALL MEN BY THESE PRESENTS That

THAT WHEREAS, the City of Stanton (hereinafter referred to as "City") has awarded to AC Pros Inc., (hereinafter referred to as the "Contractor") an agreement for HVAC System replacement - Phase 1 (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated 07/31/2025, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and Developers Surety and Indemnity* as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Eighty Four Thousand and 00/100ths Dollars ($484,000.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. *Company

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance,

addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of September, 20 25

(Corporate Seal)_____

Contractor/ Principal AC Pros Inc.

By_____

Title President

Developers Surety and Indemnity Company

(Corporate Seal)

Surety

By_____

Shilo Lee Losino, Attorney-in-Fact

Attorney-in-Fact

Title Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

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

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY

59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint,

Shilo Losino, of Woodland Hills, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 09/08/2025 and shall expire on December 31, 2025

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By _____

Printed Name: Sam Zaza

Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

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

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023

By DocuSigned by: Barry W Moses 6B0415E7ADE648C... Barry W Moses, Assistant Secretary

POA No. N/A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

On 09/08/2025 before me, CHIMENE HOBBS, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared SHILO LEE LOSINO
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

CHIMENE HOBBS
Notary Public - California
Los Angeles County
Commission # 2464773
My Comm. Expires Sep 28, 2027

Signature Chimene Hobbs
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Bond #:0104324
Premium: $8,470.00

CITY OF STANTON
FAITHFUL PERFORMANCE BOND

HVAC SYSTEM REPLACEMENT PHASE 1 PROJECT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Stanton (hereinafter referred to as "City") has awarded to AC Pros Inc., (hereinafter referred to as the "Contractor") an agreement for HVAC System Replacement - Phase 1 (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated 07/31/2025, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, AC Pros Inc., the undersigned Contractor and Developers Surety and Indemnity Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of Four Hundred Eighty Four Thousand and * DOLLARS, ($484,000.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

*00/100ths

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8th day of September, 2025).

(Corporate Seal)

AC Pros Inc.
Contractor/ Principal

By _____

Title President

(Corporate Seal)

Developers Surety and Indemnity Company
Surety

By
Shilo Lee Losino Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title Attorney-in-Fact

The rate of premium on this bond is 1.75% per thousand. The total amount of premium charges, $ $8,470.00.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)
Developers Surety and Indemnity Company
800 Superior Avenue E., 21st Floor
Cleveland, OH 44114

(Name and Address of Agent or Representative for service of process in California, if different from above)
CONTRACTORS BEST INSURANCE SERVICES INC.
21200 OXNARD ST, #245
WOODLAND HILLS, CA 91365

(Telephone number of Surety and Agent or Representative for service of process in California)
818-667-7656

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____
On _____, 20___, before me, _____, Notary Public, personally

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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

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

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:
Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY

59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint,

Shilo Losino, of Woodland Hills, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective 09|08|2025 and shall expire on December 31, 2025

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Ball, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By _____

Printed Name Sam Zaza

Title President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

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

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023 before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023

By DocuSigned by: Barry W Moses, Assistant Secretary

6B8416E7ADE548C...

POA No N/A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

On 09/08/2025 before me, CHIMENE HOBBS, NOTARY PUBLIC,
Date *Here Insert Name and Title of the Officer*

personally appeared SHILO LEE LOSINO
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

CHIMENE HOBBS
Notary Public - California
Los Angeles County
Commission # 2464773
My Comm. Expires Sep 28, 2027

Signature Chimene Hobbs
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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ORDINANCE NO. 1166

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING CHAPTER 9.51 (PROHIBITION OF THE SALE AND DISTRIBUTION OF KRATOM AND KRATOM PRODUCTS) TO TITLE 9 (PEACE, SAFETY AND MORALS) OF THE CITY OF STANTON MUNICIPAL CODE

WHEREAS, the City of Stanton, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California, authorized under its police powers to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the U.S. Drug Enforcement Administration ("DEA") has asserted that consumption of kratom produces both stimulant effects (in low doses) and sedative effects (in high doses), and can lead to psychotic symptoms, psychological and physiological dependence, addiction, hallucinations, delusion, confusion, nausea, itching, sweating, dry mouth, constipation, increased urination, loss of appetite, anorexia, weight loss, and insomnia. The DEA has labeled kratom a "Drug and Chemical of Concern"; and

WHEREAS, the U.S. Food and Drug Administration ("FDA") has asserted that an estimated 1.7 million Americans used kratom in 2021, often to self-treat conditions without medical supervision, despite FDA warnings that kratom is not appropriate for use as a medical treatment or dietary supplement. Kratom has been found to be associated with serious health risks including, but not limited to, seizures, liver toxicity, physical dependence, substance abuse disorder, and neonatal abstinence syndrome in which newborns exposed to kratom prior to birth experience withdrawal signs such as jitteriness, irritability, and muscle stiffness, and even death; and

WHEREAS, the FDA has not approved any prescription or over-the-counter drug products containing kratom or its two main chemical components, mitragynine and 7-hydroxymitragynine; and

WHEREAS, on April 12, 2019, the U.S. Center for Disease Control and Prevention ("CDC") published a report, "Notes from the Field: Unintentional Drug Overdose Deaths with Kratom Detected – 27 States, July 2016 – December 2017," which provides that: (1) kratom use has recently increased in the United States where it is usually marketed as a dietary or herbal supplement; (2) studies suggest that kratom has the potential for creating user dependence and abuse; and (3) reports have documented several overdose deaths involving kratom; and

WHEREAS, kratom products are not federally regulated in the United States and are not subject to government-mandated safety checks, resulting in a lack of oversight and accepted safety standards for use, regulation of ingredients, purity levels, and dosage; and

WHEREAS, local agencies have prohibited the sale or distribution of kratom within their respective jurisdictions, including, but not limited to, the City of Newport Beach and the County of Orange; and

WHEREAS, in the interest of the health, welfare, and safety of the people, the City Council desires to prohibit the sale and distribution of any product containing kratom within the jurisdictional boundaries of the City.

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

SECTION 1: Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

SECTION 2: CEQA. City Council finds the introduction and adoption of this Ordinance 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) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 3: Code Amendments. Chapter 9.51 (Prohibition of the Sale and Distribution of Kratom and Kratom Products) is added to Title 9 (Peace, Safety and Morals) of the Stanton Municipal Code to read in its entirety as follows:

"**CHAPTER 9.51 (PROHIBITION OF THE SALE AND DISTRIBUTION OF KRATOM AND KRATOM PRODUCTS)**

§ 9.51.010 Definitions.
§ 9.51.020 Sale and Distribution of Kratom and Kratom Products Prohibited.

§ 9.51.010 Definitions.

For the purposes of this chapter, the following words and phrases shall have the meaning set forth in this section:

"Distribution" means to furnish, give away, exchange, transfer, deliver or supply, whether or not for monetary gain.

"Kratom product" means the leaf of the plant Mitragyna speciosa or any food product, food ingredient, dietary ingredient, dietary supplement, or beverage intended for human consumption that contains any part of the leaf of the plant Mitragyna speciosa or any extract, synthetic alkaloid, or synthetically derived compound of such plant or its leaf including, but not limited to, any powder capsule, bill, beverage, or other edible product intended for human consumption.

"Leaf" means any or all parts of the leaf of the plant Mitragyna speciosa that contains mitragynine or 7-hydroxymitragynine.

"Sell" or "sale" means to furnish, exchange, transfer, deliver, or supply for monetary gain.

§ 9.51.020 Sale and Distribution of Kratom and Kratom Products Prohibited.

It is unlawful to sell, advertise for sale, offer for sale, or distribute, directly or indirectly, any kratom product in the City."

SECTION 4: Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5: Effective Date. This Ordinance No. 1166 shall be effective 30 days after its adoption.

SECTION 6: Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted consistent with state law.

PASSED, **APPROVED, AND ADOPTED** this 9th day of December, 2025.

_____
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. 1166 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 25th day of November, 2025 and was duly adopted at a regular meeting of the City Council held on the 9th day of December, 2025, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

_____
PATRICIA A. VAZQUEZ, CITY CLERK

ORDINANCE NO. 1167

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17

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, state 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, in recent years, the California Legislature has approved, and the Governor has signed into law, numerous bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, in 2025, the California Legislature approved, and the Governor signed into law, Assembly Bill 462 ("AB 462"), Assembly Bill 1154 ("AB 1154"), Senate Bill 9 ("SB 9"), and Senate Bill 543 ("SB 543"), which further amend state ADU law; and

WHEREAS, new updates to state ADU law take effect on January 1, 2026, and for the City's ADU ordinance to remain valid, it must be amended to reflect the most recent changes to state law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect the most recent changes to state law; and

WHEREAS, on November 19, 2025, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning this proposed Ordinance. Following the public hearing, the Planning Commission voted to forward the Ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on November 25, 2025, the City Council held a duly-noticed public hearing to consider the Ordinance, including: (1) the public testimony and agenda reports prepared in connection with the Ordinance, (2) the policy considerations discussed therein, and (3) the consideration and recommendation by the City's Planning Commission; and

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

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

SECTION 1: Incorporation. 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 Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law. Therefore, adoption of the Ordinance is statutorily exempt from CEQA in that it implements state ADU law.

SECTION 3: General Plan. The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c). Based on all evidence in the record for the Ordinance and all other applicable information presented, the City Council finds, in compliance with SMC §20.610.060.B, that the proposed Ordinance is appropriate for the following reasons:

1. Consistency with City's General Plan: The proposed Ordinance is consistent with the City's General Plan, particularly Goal H-1.1, "Provide for a housing stock of sufficient quantity composed of a variety and range of types and costs." Accessory Dwelling Units and Junior Accessory Dwelling Units provide a unique type of housing that allow for increased housing stock in areas with low density where additional housing was previously not possible. The proposed amendment ensures that the City's Ordinance remains updated with recent legislative changes so it can continue to offer this variety of housing types.

2. Adoption of Ordinance Will Not be Detrimental to the Public Interest, Health, Safety, Convenience, or Welfare: The proposed Ordinance will maintain the current zoning framework to allow Accessory Dwelling Units and Junior Accessory Dwelling Units without introducing new uses or conditions that could pose risks. The proposed amendments continue to regulate these units in a manner that ensures consistency with existing housing development residential zones. The proposed Ordinance will ensure the City's regulations are reflective of legislative changes and are appropriate to ensure compliance with state requirements.

3. Consistency with Zoning Code: The Amendments are internally consistent with other provisions of the City's Zoning Code, as they continue to allow development of Accessory Dwelling Units and Junior Accessory Dwelling Units. This Ordinance will bring the City's regulations into compliance with legislative changes related ADU and JADU development and is necessary to maintain compliance. The Ordinance does not introduce any new uses or standards that are incompatible with other provisions of the Zoning Code.

SECTION 4: Code Amendment. Section 20.400.330 of the Stanton Municipal Code is hereby amended and restated to read in its entirety as provided in Exhibit "A-1," attached hereto and incorporated herein by reference.

SECTION 5: Effective Date. This Ordinance takes effect 30 days after its adoption.

SECTION 6: HCD Submittal. In accordance with Government Code sections 66326 and 66333.5, the City Clerk is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

SECTION 7: Publication. The City Clerk is directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

SECTION 8: Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located at 7800 Katella Avenue, Stanton, CA 90680.

SECTION 9: Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, 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 Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

PASSED, APPROVED, AND ADOPTED this 9th day of December, 2025.

_____
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. 1167 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 25th day of November, 2025, and was duly adopted at a regular meeting of the City Council held on the 9th day of December, 2025, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

_____
PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT A-1

Amended ADU Regulations

SMC 20.400.330

(follows this page)

EXHIBIT A-1

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 Chapter 13 of Division 1 of Title 7 of the California Government Code.

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.8 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 20.700.70.

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 of interior livable space 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. "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

7. "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.

8. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

9. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

10. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

11. "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.

12. "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. **Ministerial ADU and Building Permits Required**. Every ADU and JADU requires an ADU permit and a building permit. The city will review and approve permit applications in accordance with subsection D.3 below.

2. **Processing Fee**. 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 Resolution of the City Council.

3. **Process and Timing.**

a. Completeness.

i. **Determination in 15 days.** The city will determine whether an application to create or serve an ADU or JADU is complete and will provide written notice of the determination to the applicant within 15 business days after the city receives the application submittal.

ii. **Incomplete items.** If the city's determination under subsection D.3.a.i above is that the application is incomplete, the city's notice must list the incomplete items and describe how the application can be made complete.

iii. **Cure.** After receiving a notice that the application is incomplete, the applicant may cure and address the items that were deemed by the city to be incomplete.

iv. **Subsequent submittals.** If the applicant submits additional information to address incomplete items, within 15 business days of the subsequent submittal the city will determine in writing whether the additional information remedies all the incomplete items that the city identified in its original notice. The city may not require the application to include an item that was not included in the original notice.

v. **Deemed complete.** If the city does not make a timely determination as required by this subsection a, the application or resubmitted application is deemed complete for the purposes of subsection D.3.c below.

vi. **Appeal of incompleteness.** An applicant may appeal the city's determination that the application is incomplete by submitting a written appeal to the city clerk. The planning commission will review the written appeal and affirm or reverse the completeness determination and provide a final written determination to the applicant within 60 business days after receipt of the appeal.

b. **No discretion or hearing.** Ministerial permits for an ADU or JADU are considered and approved without discretionary review or a hearing.

c. **Deadline to approve or deny ministerial approvals.** 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 complete application. If the city has not approved or denied the complete 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.

d. **Denial.** 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.c above.

e. **Appeal of denial.** An applicant may appeal the city's denial of the application by submitting a written appeal to the city clerk. The planning commission will review the written appeal and affirm or reverse the denial and provide a final written determination to the applicant within 60 business days after receipt of the appeal.

f. **Concurrent review of demolition.** 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. Classes.

1. **Class 1: Statutorily Regulated.** Class 1 ADUs and JADUs are approved under Government Code section 66323. If an ADU or JADU complies with each of the general requirements in subsection F below, it is allowed in each of the scenarios provided in this subsection E.1. An ADU and JADU approved under subsection E.1.a may be combined with an ADU approved under subsection E.1.b, and ADUs approved under subsection E.1.c may be combined with ADUs approved under subsection E.1.d.

a. **Converted on Single-family Lot:** One ADU as described in this subsection E.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.

iv. The JADU complies with the requirements of Government Code sections 66333 through 66339.

b. **Limited Detached on Single-family Lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling, if the detached ADU satisfies each of 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 in subsection F.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 E.1.c, at least one converted ADU is allowed within an existing multifamily dwelling, 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 with a proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies all of the following:

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 F.2 below.

iii. If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

2. **Class 2: Locally Regulated.** Class 2 ADUs are approved under Government Code sections 66314–66322. Except for Class 1 ADUs approved under subsection E.1 above, all ADUs are subject to the standards set forth in subsections F and G 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 of Community Development 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 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.~~

F. **General ~~ADU and JADU~~ Requirements.** The following requirements apply to all Class 1 and Class 2 ADUs and JADUs ~~that are approved under subsections D.1 or D.2 above~~:

1. **Zoning.**

   a. ~~An~~ A Class 1 ADU subject only to a building permit under subsection E.1 may be created on a lot in a residential or mixed-use zone.

   b. ~~An~~ A Class 2 ADU subject to an ADU permit under subsection E.2 above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

   c. In accordance with Government Code section 66333(a), a JADU may only be created on a lot zoned for single-family residences.

2. **Height.**

   a. Except as otherwise provided by subsections F.2.b and F.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 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 F.2.d may not exceed two stories.

   e. For purposes of this subsection F.2, height is measured from the finished grade to the peak of the structure in compliance with Section 20.305.050.

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 primary 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.** An ADU or JADU may be rented, but, except as otherwise provided in Government Code section 66341, 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 Prohibited.** The ADU or JADU must connect to the sewer system, septic systems are prohibited for every ADU and JADU.

7. **Owner Occupancy.**

   a. **ADUs.** ~~An ADU created under this section on or after January 1, 2020 is~~ ADUs are not subject to an owner-occupancy requirement.

   b. **JADUs.**

      i. Generally. As required by state law, ~~all~~ JADUs are generally 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.

      ii. **Exceptions.** ~~However, t~~ The owner-occupancy requirement in this subsection F.7.b does not apply ~~if t~~ in either of the following situations:

         (I) The JADU has separate sanitation facilities (i.e., does not share sanitation facilities with the existing primary dwelling unit structure).

         (II) 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 66341, 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. **Rent Reporting.** In order to facilitate the city's obligation to identify adequate sites for housing in accordance with Government Code sections 65583.1 and 66330, the following requirements must be satisfied:

a. With the building-permit application, the applicant must provide the city with an estimate of the projected annualized rent that will be charged for the ADU or JADU.

b. Within 90 days after each January 1 following issuance of the building permit, the owner must report the actual rent charged for the ADU or JADU during the prior year. If the city does not receive the report within the 90-day period, the owner is in violation of this Code, and the city may send the owner a notice of violation and allow the owner another 30 days to submit the report. If the owner fails to submit the report within the 30-day period, the city may enforce this provision in accordance with applicable law.

10. **Building & Safety.**

a. **Must comply with building code.** Subject to subsection F.10.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 F.10.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.

11. **Certificate of Occupancy Timing.**

a. **Generally.** No certificate of occupancy for an ADU or JADU may be issued before the certificate of occupancy is issued for the primary dwelling unit.

b. **Limited Exception for State-declared Emergencies.** Notwithstanding subsection F.10.a above, a certificate of occupancy for an ADU may be issued before a certificate of occupancy for the primary dwelling if each of the following requirements are met:

i. The county is subject to a proclamation of a state of emergency made by the California Governor on or after February 1, 2025.

ii. The primary dwelling was substantially damaged or destroyed by an event referenced in the Governor's state of emergency proclamation.

iii. The ADU has been issued construction permits and has passed all required inspections.

iv. The ADU is not attached to the primary dwelling.

G. Specific ADU Requirements. The following requirements apply only to Class 2 ADUs ~~that require an ADU permit~~ approved under subsection E.2 above. This subsection G does not apply to Class 1 ADUs or JADUs approved under subsection E.1 above.

1. **Maximum Size.**

a. The maximum size of a detached or attached ADU subject to this subsection F is 850 square feet of interior livable space for a studio or one-bedroom unit and 1,000 square feet if interior livable space 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 G, 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 G.1.b above or of an FAR, front

setback, lot coverage limit, or open-space requirement may require the ADU to ~~be~~ have less than 800 square feet of interior livable space.

2. **Floor Area Ratio (FAR).** No ADU subject to this subsection G may cause the total FAR of the lot to exceed the ranges set in the table below, subject to subsection G.1.c above:

FAR/Target Range	General GLMX	North Gateway NGMX	South Gateway SGMX
Target Density Range	Density range for residential uses expressed as dwelling units per NET acre.		
Residential Uses	25 - 45 du/ac	25 - 45 du/ac	30 - 60 du/ac
Target Intensity Range	Floor area ratio (FAR) for nonresidential uses		
Nonresidential Uses (1)	1.0 - 2.0	1.0 - 2.0	1.5 - 3.0

3. **Setbacks.**

   a. ADUs that are subject to this subsection G must conform to 4-foot side and rear setbacks. ADUs that are subject to this subsection G must conform to 25-foot front setbacks, subject to subsection G.1.c above.

   b. No setback is required for an ADU that is subject to this subsection G if the ADU is constructed in the same location and to the same dimensions as an existing structure.

4. **Lot Coverage.** No ADU subject to this subsection G may cause the total lot coverage of the lot to exceed the maximums allowed in the below, subject to subsection G.1.c above.

Lot Coverage	RE	RL	RM	RH
Interior Lot	30%	40%	50%	65%
Corner Lot	35%	45%	50%	65%

5. 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 G.1.c above.

6. **Passageway.** No passageway, as defined by subsection C.9 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.12 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.11 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 multi-family 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 G.7.b.i through G.7.b.v above.

c. No Replacement. When a garage, carport, covered parking structure, or uncovered parking space 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 be the same architectural design and appearance as 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.

f. No window or door of the ADU may have a direct line of sight to an adjoining residential property. Each window and door must either be located where there is no direct line of sight or screened using fencing, landscaping, or privacy glass to prevent a direct line of sight.

g. All windows and doors in an ADU 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.

9. ~~Historical Protections. An ADU that is on or within 600 feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.~~

9. Allowed Stories. No ADU subject to this subsection G may have more than one story, except that an ADU that is attached to the primary dwelling may have the stories allowed under subparagraph F.2.d of this section.

H. **Fees.** The following requirements apply to all Class 1 ADUs and JADUs and Class 2 ADUs that are approved under subsections E.1 or E.2 above.

1. Impact Fees.

a. No impact fee is required for an ADU that is less than 750 square feet of interior livable space in size. For purposes of this subsection H.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. A JADU or ADU with less than 500 square feet of interior livable space does not increase assessable space by 500 square feet for purposes of Education Code section 17620(a)(1)(C), and is therefore not subject to school fees under Education Code section 17620.

c. Any impact fee that is required for an ADU that is 750 square feet or larger ~~in size~~ of interior livable space must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

2. **Utility Fees.**

    a. If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU 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 H.2.a, converted ADUs on a single-family lot that are created under subsection E.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. Notwithstanding the rest of this paragraph, a direct utility connection is required for separate conveyance of an ADU when separate conveyance is allowed under this code.

    c. Except as described in subsection H.2.a, all ADUs that are not covered by subsection H.2.b above require a new, separate utility connection directly between the ADU and the utility for any utility that is provided by the city. All utilities that are not provided by the city are subject to the connection and fee requirements of the utility provider.

        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.

I. **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 and JADUs constructed before** 2020**.**

    a. **Permit to Legalize.** As required by state law, the city may not deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:

        i. The ADU or JADU violates applicable building standards, or

        ii. The ADU or JADU does not comply with state ADU or JADU law this ADU ordinance (section 20.400.330).

b. Exceptions:

i. Notwithstanding subsection I.2.a above, the city may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if the city makes a finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code section 17920.3.

ii. Subsection HI2.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. **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: (1) one on-site parking space is provided for each bedroom included in the ADU; and (2) 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: December 9, 2025

SUBJECT: **CONSIDERATION OF A FORMAL POLICY FOR NAMING AND RENAMING CITY-OWNED PARKS AND PUBLIC FACILITIES**

REPORT IN BRIEF:

This item presents the proposed Facility Naming Policy (Administrative Regulation No. V-5-7) for City Council consideration and adoption. The policy establishes a consistent, transparent process for naming or renaming City-owned parks and public facilities, reflecting Stanton's community values and prior Council direction.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) of the CEQA Guidelines; and

2. Adopt Administrative Regulation No. V-5-7, Facility Naming Policy.

BACKGROUND:

In response to a Council Member-initiated request on January 14, 2025, the City Council directed staff to explore how other jurisdictions manage the naming and renaming of public assets. Staff presented initial findings and sought Council input at the June 24, 2025 meeting.

Municipal naming policies help ensure consistency, transparency, and alignment with community identity. They also establish clear processes for recognizing historic figures, community leaders, geographic references or facilities of cultural relevance.

Based on Council's direction, staff developed a formal policy informed by policies from the cities of San Diego, San José, and Alameda, while tailoring it to Stanton's local context.

ANALYSIS/JUSTIFICATION:

The proposed Facility Naming Policy (Administrative Regulation No. V-5-7), Attachment A, provides a clear structure for how naming proposals are submitted, reviewed, and approved. Key elements include:

Purpose and Applicability
This policy applies to all City-owned real property. That includes parks, buildings, community centers, and public amenities such as gardens, plazas and shelters.

Criteria and Principles
Names may be considered based on one or more of the following:

- Geographic location
- Cultural or historical significance
- Recognition of distinguished individuals
- Significant contributions or partnerships

Exclusions
The following types of names are not eligible:

- Names of current elected or appointed officials
- Living individuals without a substantial record of community impact
- Commercial branding, slogans, or logos
- Names that are offensive, divisive or duplicative

Submission and Review
- Proposals must be submitted in writing to the City Manager's Office
- Staff will conduct an initial review for completeness and alignment with the policy
- The Community Services Commission will provide an advisory recommendation
- Final approval will be made by the City Council

Renaming Guidelines
Renaming is generally discouraged. It may be considered only under specific circumstances, including:

- A significant shift in community values
- An existing name linked to reputational harm or controversy
- The need to formalize a name that was previously unofficial or temporary
- The expiration of a prior naming agreement

This policy does not authorize donor or sponsorship-based naming rights. Those provisions may be developed under a separate Council action if desired in the future. Staff recommends adoption of the proposed policy to establish a consistent, transparent process for evaluating future naming requests.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT :

The action is exempt from CEQA under Section 15378(b)(5) as it constitutes a general policy and administrative activity.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION :

Through the normal agenda posting process.

STRATEGIC GOAL:

Goal 5. Maintain and promote a responsive, high-quality and transparent government.

Prepared by: Zenia Bobadilla, Community Services Director
Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENT:

A. Draft Administrative Regulation No. V-5-7, Facility Naming Policy

CITY OF STANTON **ADMINISTRATIVE POLICY**	**Number** **V-5-7**
	Date December 9, 2025
SUBJECT: Facility Naming Policy	**Authority** City Council
	Administrator City Manager's Office

PURPOSE:

This policy establishes guidelines and procedures for naming or renaming City of Stanton facilities, parks, structures and amenities. The intent is to:

- Ensure a fair and transparent process
- Preserve Stanton's cultural, historical, and community values
- Provide appropriate recognition for individuals, geographic context, and community contributions

APPLICABILITY:

This policy applies to all City-owned real property including but not limited to: parks, buildings, community centers, sports fields, amenities (including playgrounds, plazas, gardens, shelters).

This policy does not apply to:

- Public streets or honorary street names
- Temporary or operational names (e.g. for construction reference)
- Facility programming or event names

NAMING PRINCIPLES:

Facility names shall reflect one or more of the following:

1. Geographic or Location-Based Relevance
    - Reference to neighborhoods, streets, landmarks, or topographic features
2. Cultural or Historical Significance
    - Names tied to Stanton's heritage, cultural diversity, or events shaping the community
3. Recognition of Distinguished Individuals
    - Individuals who have made substantial, positive, and lasting contributions to Stanton
    - Must be deceased for at least 5 years, unless waived by City Council for exceptional cases
4. Significant Contributions or Partnerships
    - Groups or individuals who have contributed land, funding, or substantial resources toward the development, improvement, or maintenance of a facility
    - Donor naming shall be addressed separately by Council through resolution as directed

EXCLUSIONS:

The following are not eligible:

- Current elected or appointed City officials
- Living individuals without a substantial record of community impact
- Names associated with commercial or corporate branding, slogans, or logos
- Names that could be viewed as offensive, divisive or duplicative

PROPOSAL SUBMISSION REQUIREMENTS:

A written proposal shall be submitted to the City Manager's Office and must include:

- Proposed name
- Location and/or facility to be named
- Justification addressing the naming criteria (*Naming Principles*)
- Supporting documentation (biography, historical records, media, maps)
- Letters of support from community members or organizations (optional but encouraged)

REVIEW AND APPROVAL PROCESS:

1. Initial Staff Review
    - Staff will review the proposal for completeness and alignment with policy criteria
    - Staff may request additional documentation or clarification
2. Public Notification and Input
    - Public input will be encouraged throughout the process through appropriate means (meeting agendas, website notices)
3. Commission Recommendation
    - Proposals will be referred to the Community Services Commission for advisory recommendation
4. City Council Consideration
    - The City Council shall have final authority to approve or deny naming proposals at a public meeting

RENAMING FACILITIES:

Renaming existing facilities is discouraged unless one or more of the following applies:

- A compelling shift in community values or priorities
- An official facility name is associated with reputational harm or public controversy
- A temporary or informal name is in place and needs formal designation
- A contractual naming term has expired

Proposals for renaming shall follow the same review and public input process as new naming requests.

Item: 9A

Click here to return to the agenda.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: December 9, 2025

SUBJECT: **CONSIDERATION OF AN URGENCY ORDINANCE AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND FINDING THAT THE ACTION IS STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE §21080.17**

REPORT IN BRIEF:

The proposed urgency ordinance will amend Section 20.400.330 of the Stanton Municipal Code to comply with recent changes to state law that impose new limits on local authority to regulate Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). Except as otherwise noted, these new laws take effect on January 1, 2026. The Council previously held a public hearing for a similar ordinance that introduced the same code amendments to comply with new ADU legislation, however, if adopted, the Ordinance will not become effective until after January 1, 2026. If the City does not have a compliant ordinance in place on January 1, 2026 then its regulations become entirely null and void. The proposed urgency ordinance would become effective immediately after approval so staff is requesting the proposed urgency ordinance.

RECOMMENDED ACTION:

1. City Council waive full reading and adopt by title only Urgency Ordinance No. 1168, entitled:

   "AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO COMPLY WITH RECENT CHANGES IN STATE LAW, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17"; and

2. Find that the adoption of the proposed Urgency Ordinance No. 1168 is statutorily exempt from review under the California Environmental Quality Act (CEQA) under Public Resources Code § 21080.17.

BACKGROUND:

In recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that impose new limits on local authority to regulate Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). In late 2025, four new bills were enacted that further amend state ADU law as summarized below.

ANALYSIS/JUSTIFICATION:

AB 462 – Coastal Development Permits; Disaster-Affected Areas

AB 462 modifies several permitting requirements associated with processing Coastal Development Permits for ADUs located in the Coastal Zone.

Beyond changes to CDP processing, AB 462 modifies the rules governing the issuance of a certificate of occupancy (C of O) for an ADU. Historically, state law has prohibited a local agency from issuing a C of O for an ADU before one is issued for the primary dwelling (i.e., the primary dwelling must have a C of O before the ADU can receive one).

AB 462 creates a narrow exception to this prohibition for detached ADUs when all of the following conditions are satisfied: (1) the Governor has declared a state of emergency for the county on or after February 1, 2025; (2) the primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation; and (3) the ADU has been issued construction permits and passed all required inspections. (Gov. Code, § 66328(b).) If these conditions are satisfied, the detached ADU can receive a C of O before the primary dwelling. In all other scenarios, the primary dwelling still needs a C of O before one can be issued for an ADU.

AB 462 was enacted as an urgency measure that *took effect immediately* when signed by the Governor (on October 10, 2025).

The following three bills were enacted as non-urgency measures and take effect on January 1, 2026.

AB 1154 – JADU Owner-Occupancy; Short-Term Rental

When a JADU is developed, existing state law requires a property owner to reside in the JADU or remaining portion of the single-family dwelling. AB 1154 narrows this requirement to now only apply when a JADU shares sanitation facilities (bathroom) with the single-family dwelling. If the JADU has its own bathroom, then the property owner does not have to reside on the property at all. (See amended Gov. Code, § 66333(b).)

AB 1154 also expressly prohibits JADUs from being used as short-term rentals (i.e., rented for a term shorter than 30 days). (See amended Gov. Code, § 66333(g).) Most ADU ordinances already included this prohibition (as well as prohibiting ADUs from being used as short-term rentals). But now it's required by state law.

SB 9; SB 543 – ADU Ordinance Submittal to HCD; Approval

Under existing law, local agencies are required to submit a copy of their ADU ordinance to the California Department of Housing and Community Development (HCD) within 60 days of adoption.

This year's SB 9[1] and SB 543 create a penalty for failing to do so by rendering null and void any local ordinance that is not submitted to HCD within 60 days of adoption. (See amended Gov. Code, § 66326(d); new Gov. Code, § 66333.5(d).) The bills further specify that a local ADU ordinance is null and void if HCD issues findings that the ordinance does not comply with state law and the local agency fails to respond to HCD within 30 days. (*Id.*)

SB 543 – ADU Size; Number of ADUs; Impact Fees; Application Timeline

SB 543 makes numerous changes and clarifications to state ADU law, the most notable of which are summarized below.

ADU & JADU Size

Existing law limits the maximum size of a JADU to 500 square feet and prohibits local ADU ordinances from imposing certain development standards that would prevent an ADU created under Government Code section 66314 through 66322 from being at least 800 square feet.

SB 543 amends state ADU law to specify that allowable square footage of an ADU or JADU refers to square footage of "interior livable space." (See amended Gov. Code, § 66313(d), 66321(b)(2).)

Impact Fees

Existing law exempts ADUS that are 750 square feet or smaller from development impacts fees (DIFs).

SB 543 clarifies that DIFs may not be imposed on an ADU that has 750 or fewer square feet of *interior* livable space or on a JADU with 500 or fewer square feet of *interior* livable space.

The bill also exempts an ADU or JADU with fewer than 500 square feet of interior livable space from school impact fees. (See amended Gov. Code, § 66311.5.)

[1] Not to be confused with the SB 9 of 2021 (Stats. 2021, Ch. 162) regarding urban lot splits and second primary dwelling units.

Quantity of ADUs Created Under Government Code Section 66323

Existing state law creates four categories of ADUs that must be approved if they comply with the limited standards provided in Government Code section 66323(a)(1)–(4). These are:

(1) a converted ADU and JADU created on a lot with a proposed or existing single-family dwelling (Gov. Code, § 66323(a)(1));

(2) a detached ADU created on a lot with a proposed or existing single-family dwelling (Gov. Code, § 66323(a)(2));

(3) converted ADUs created in an existing multifamily dwelling (Gov. Code, § 66323(a)(3)); and

(4) detached ADUs created on a lot with a proposed or existing multifamily dwelling.

For some time, there has been uncertainty as to whether ADUs created under Government Code section 66323 could be combined. Some practitioners interpreted the statute to not require local agencies to allow combinations. Initially, HCD took the same position, in its 2020 ADU Handbook. But for the last few years, HCD has taken the opposite position: that yes, combinations are permitted. (See HCD January 2025 ADU Handbook, at p. 19 ["[P]ursuant to Government Code section 66323, subdivision (a), local governments must allow units created pursuant to subparagraphs (1) and (2) together or (3) and (4) together"].)

SB 543 codifies HCD's most recent interpretation by amending Government Code section 66323 to specifically allow combinations. Thus, a lot with a multifamily dwelling can now have a converted ADU or ADUs created under section 66323(a)(3) *and* detached ADUs created under section 66323(a)(4). And a lot with a single-family dwelling can now have a converted ADU and a JADU created under section 66323(a)(1) *and* a detached ADU created under section 66323(a)(2).

ADU Permitting Process

Existing law has long required local agencies to approve or deny an ADU application within 60 days of receiving a complete application. However, state law was silent with respect to incompleteness determinations, subsequent resubmittals, and appealing local decisions on ADU applications.

SB 543 requires local agencies to now:

(1) determine whether an ADU application is complete within 15 business days of submittal;

(2) if the application is incomplete, within the same 15 days provide the applicant with a list of incomplete items and how to address them;

(3) review a resubmitted application for completeness within 15 business days;

(4) provide the applicant with a written appeal process for any incompleteness determination or denial (to the Planning Commission or City Council, or both); and

(5) provide a final written determination on the appeal within 60 business days of receiving the appeal). (See amended Gov. Code, §§ 66317 [ADUs], 66335 [JADUs].)

NEXT STEPS & RECOMMENDATION

AB 462 took effect immediately when signed, but technically it doesn't require any change to a local ADU ordinance; the City just needs to follow the new rules for CDP processing and issuance of a C of O, if applicable. But the remaining bills take effect January 1, 2026, and for the City's ADU ordinance to remain valid and enforceable, it must comply with the new bills by January 1, 2026, or the City's entire existing ADU ordinance becomes null and void as a matter of law, and the City will have to allow ADUs with no regulation except for the few requirements imposed in the state ADU law itself. 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.

Therefore, the proposed ordinance is an urgency measure, which means it will take immediate effect upon adoption. Typically, an ordinance affecting planning and zoning is approved by the Council after a planning-agency recommendation, a first reading and introduction before the Council and then a second reading at a regular Council meeting — with the ordinance taking effect 30 days following adoption. But here it is necessary for the City Council to adopt this ordinance as an urgency measure because the new ADU laws will take effect on January 1, 2026, before a non-urgency adoption would take effect. The urgency ordinance will be followed at the earliest possible time by a non-urgency ordinance subject to all normal procedures.

For the above reasons, staff recommends that the City Council adopt the proposed urgency ordinance (Attachment A), which will ensure that the City's ADU ordinance remains valid on January 1, 2026.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions.

ENVIRONMENTAL IMPACT:

Under California Public Resources Code section 21080.17, CEQA does not apply to the adoption of an ordinance by a city or county implementing the provisions of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements state ADU law.

LEGAL REVIEW:

The City Attorney's office provided guidance and oversight in the preparation of the proposed Ordinance to ensure compliance with state law.

STRATEGIC GOAL:

Goal 5: Maintain and promote a responsive, high-quality and transparent government.

PUBLIC NOTIFICATION:

Notice was posted at three public places and made public through the agenda-posting process on December 4, 2025.

Prepared by: Crystal Landavazo, Community & Economic Development Director
Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENT:

A. Proposed Urgency Ordinance No. 1168

URGENCY ORDINANCE NO. 1168

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING SECTION 20.400.330 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO COMPLY WITH THE RECENT CHANGES IN STATE LAW, AND FINDING THE ACTION TO BE STATUTORILY EXEMPT FROM CEQA UNDER PUBLIC RESOURCES CODE § 21080.17

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, state 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, in recent years, the California Legislature has approved, and the Governor has signed into law, numerous bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, in 2025, the California Legislature approved, and the Governor signed into law, Assembly Bill 462 ("AB 462"), Assembly Bill 1154 ("AB 1154"), Senate Bill 9 ("SB 9"), and Senate Bill 543 ("SB 543"), which further amend state ADU law; and

WHEREAS, new updates to state ADU law take effect January 1, 2026, and for the City's ADU ordinance to remain valid, it must be amended to reflect the most recent changes to state law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect the most recent changes to state law; and

WHEREAS, there is a current and immediate threat to the public health, safety, or welfare based on the passage of bills updating state ADU law because if the City's ordinance does not comply with this legislation by January 1, 2026 — and the City's ADU ordinance becomes null and void in its entirety — the City would be required to approve ADUs and JADUs in accordance with the few default standards that are imposed by Chapter 13 of Division 1 of Title 7 of the California Government Code, which is the state ADU law; 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 RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: Incorporation. 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 Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law. Therefore, adoption of the urgency Ordinance is statutorily exempt from CEQA in that it implements state ADU law.

SECTION 3: General Plan. The City Council hereby finds that the adoption of the urgency Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

SECTION 4: Code Amendment. Section 20.400.330 of the Stanton Municipal Code is hereby amended and restated 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.

SECTION 6: HCD Submittal. In accordance with Government Code sections 66326 and 66333.5, the City Clerk is directed to submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

SECTION 7: Publication. The City Clerk certifies that this Ordinance was adopted by the City Council at a regular meeting on December 9, 2025.

SECTION 8: Custodian of Records. The custodian of records for this Ordinance is the City Clerk and the records comprising the administrative record are located in City Hall at 7800 Katella Ave in the City of Stanton.

SECTION 9: Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, 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 Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

PASSED, APPROVED, AND ADOPTED this 9th day of December, 2025.

_____
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. 1168 was duly introduced and adopted at a regular meeting of the City Council of the City of Stanton, California, held on the 9th day of December, 2025, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

_____
PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT "A"

Amended ADU Regulations

SMC 20.400.330

(follows this page)

EXHIBIT "A"

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 Chapter 13 of Division 1 of Title 7 of the California Government Code.

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.8 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 20.700.70.

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 <u>of interior livable space</u> 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. "Livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

7. "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.

8. "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

9. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.

10. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

11. "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.

12. "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. <u>**Ministerial ADU and Building Permits Required**. Every ADU and JADU requires an ADU permit and a building permit. The city will review and approve permit applications in accordance with subsection E.3 below.</u>

2. **Processing Fee**. 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 Resolution of the City Council.

3. **Process and Timing.**

a. Completeness.

i. **Determination in 15 days.** The city will determine whether an application to create or serve an ADU or JADU is complete and will provide written notice of the determination to the applicant within 15 business days after the city receives the application submittal.

ii. **Incomplete items.** If the city's determination under subsection D.3.a.i above is that the application is incomplete, the city's notice must list the incomplete items and describe how the application can be made complete.

iii. **Cure.** After receiving a notice that the application is incomplete, the applicant may cure and address the items that were deemed by the city to be incomplete.

iv. **Subsequent submittals.** If the applicant submits additional information to address incomplete items, within 15 business days of the subsequent submittal the city will determine in writing whether the additional information remedies all the incomplete items that the city identified in its original notice. The city may not require the application to include an item that was not included in the original notice.

v. **Deemed complete.** If the city does not make a timely determination as required by this subsection a, the application or resubmitted application is deemed complete for the purposes of subsection D.3.c below.

vi. **Appeal of incompleteness.** An applicant may appeal the city's determination that the application is incomplete by submitting a written appeal to the city clerk. The planning commission will review the written appeal and affirm or reverse the completeness determination and provide a final written determination to the applicant within 60 business days after receipt of the appeal.

b. **No discretion or hearing.** Ministerial permits for an ADU or JADU are considered and approved without discretionary review or a hearing.

c. **Deadline to approve or deny ministerial approvals.** 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 complete application. If the city has not approved or denied the complete 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.

d. **Denial.** 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 E.3.b below.

e. **Appeal of denial.** An applicant may appeal the city's denial of the application by submitting a written appeal to the city clerk. The planning commission will review the written appeal and affirm or reverse the denial and provide a final written determination to the applicant within 60 business days after receipt of the appeal.

f. **Concurrent review of demolition.** 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. Classes.

1. **Class 1: Statutorily Regulated.** Class 1 ADUs and JADUs are approved under Government Code section 66323. If an ADU or JADU complies with each of the general requirements in subsection F below, it is allowed in each of the scenarios provided in this subsection E.1. An ADU and JADU approved under subsection E.1.a may be combined with an ADU approved under subsection E.1.b, and ADUs approved under subsection E.1.c may be combined with ADUs approved under subsection E.1.d.

a. **Converted on Single-family Lot:** One ADU as described in this subsection E.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.

iv. The JADU complies with the requirements of Government Code sections 66333 through 66339.

b. **Limited Detached on Single-family Lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling, if the detached ADU satisfies each of 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 in subsection F.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 E.1.c, at least one converted ADU is allowed within an existing multifamily dwelling, 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 with a proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies all of the following:

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 F.2 below.

iii. If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

2. **Class 2: Locally Regulated.** Class 2 ADUs are approved under Government Code sections 66314–66322. Except for Class 1 ADUs approved under subsection E.1 above, all ADUs are subject to the standards set forth in subsections F and G below.

~~2. **ADU Permit.**~~

~~a. Except as allowed under subsection **Error! Reference source not found.**, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections F and G 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 of Community Development 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 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 E.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.~~

F. **General ~~ADU and JADU~~ Requirements.** The following requirements apply to all Class 1 and Class 2 ADUs and JADUs ~~that are approved under subsections **Error! Reference source not found.** or E.2 above~~:

1. **Zoning.**

   a. ~~An~~ A Class 1 ADU subject only to a building permit under subsection E.1 may be created on a lot in a residential or mixed-use zone.

   b. ~~An~~ A Class 2 ADU subject to an ADU permit under subsection E.2 above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

   c. In accordance with Government Code section 66333(a), a JADU may only be created on a lot zoned for single-family residences.

2. **Height.**

   a. Except as otherwise provided by subsections F.2.b and F.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 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 F.2.d may not exceed two stories.

   e. For purposes of this subsection F.2, height is measured from the finished grade to the peak of the structure in compliance with Section 20.305.050.

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 primary 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.** An ADU or JADU may be rented, but, except as otherwise provided in Government Code section 66341, 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 Prohibited.** The ADU or JADU must connect to the sewer system, septic systems are prohibited for every ADU and JADU.

7. **Owner Occupancy.**

   a. **ADUs.** ~~An ADU created under this section on or after January 1, 2020 is~~ ADUs are not subject to an owner-occupancy requirement.

   b. **JADUs.**

      i. Generally. As required by state law, ~~all~~ JADUs are generally 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.

      ii. **Exceptions.** ~~However, t~~ The owner-occupancy requirement in this subsection F.7.b does not apply ~~if t~~ in either of the following situations:

         (I) The JADU has separate sanitation facilities (i.e., does not share sanitation facilities with the existing primary dwelling unit structure).

         (II) 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 66341, 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. **Rent Reporting.** In order to facilitate the city's obligation to identify adequate sites for housing in accordance with Government Code sections 65583.1 and 66330, the following requirements must be satisfied:

   a. With the building-permit application, the applicant must provide the city with an estimate of the projected annualized rent that will be charged for the ADU or JADU.

   b. Within 90 days after each January 1 following issuance of the building permit, the owner must report the actual rent charged for the ADU or JADU during the prior year. If the city does not receive the report within the 90-day period, the owner is in violation of this Code, and the city may send the owner a notice of violation and allow the owner another 30 days to submit the report. If the owner fails to submit the report within the 30-day period, the city may enforce this provision in accordance with applicable law.

10. **Building & Safety.**

   a. **Must comply with building code.** Subject to subsection F.10.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 F.10.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.

11. **Certificate of Occupancy Timing.**

a. **Generally.** No certificate of occupancy for an ADU or JADU may be issued before the certificate of occupancy is issued for the primary dwelling unit.

b. **Limited Exception for State-declared Emergencies.** Notwithstanding subsection F.11.a above, a certificate of occupancy for an ADU may be issued before a certificate of occupancy for the primary dwelling if each of the following requirements are met:

i. The county is subject to a proclamation of a state of emergency made by the California Governor on or after February 1, 2025.

ii. The primary dwelling was substantially damaged or destroyed by an event referenced in the Governor's state of emergency proclamation.

iii. The ADU has been issued construction permits and has passed all required inspections.

iv. The ADU is not attached to the primary dwelling.

G. Specific ADU Requirements. The following requirements apply only to Class 2 ADUs ~~that require an ADU permit~~ approved under subsection E.2 above. This subsection G does not apply to Class 1 ADUs or JADUs approved under subsection E.1 above.

1. **Maximum Size.**

a. The maximum size of a detached or attached ADU subject to this subsection G is 850 square feet of interior livable space for a studio or one-bedroom unit and 1,000 square feet if interior livable space 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 G, 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 G.1.b above or of an FAR, front setback, lot coverage limit, or open-space requirement may require the ADU to ~~be~~ have less than 800 square feet of interior livable space.

2. **Floor Area Ratio (FAR).** No ADU subject to this subsection G may cause the total FAR of the lot to exceed the ranges set in the table below, subject to subsection G.1.c above:

FAR/Target Range	General GLMX	North Gateway NGMX	South Gateway SGMX
Target Density Range	Density range for residential uses expressed as dwelling units per NET acre.		
Residential Uses	25 - 45 du/ac	25 - 45 du/ac	30 - 60 du/ac
Target Intensity Range	Floor area ratio (FAR) for nonresidential uses		
Nonresidential Uses (1)	1.0 - 2.0	1.0 - 2.0	1.5 - 3.0

3. **Setbacks.**

   a. ADUs that are subject to this subsection G must conform to 4-foot side and rear setbacks. ADUs that are subject to this subsection G must conform to 25-foot front setbacks, subject to subsection G.1.c above.

   b. No setback is required for an ADU that is subject to this subsection G if the ADU is constructed in the same location and to the same dimensions as an existing structure.

4. **Lot Coverage.** No ADU subject to this subsection G may cause the total lot coverage of the lot to exceed the maximums allowed in the below, subject to subsection G.1.c above.

Lot Coverage	RE	RL	RM	RH
Interior Lot	30%	40%	50%	65%
Corner Lot	35%	45%	50%	65%

5. 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 G.1.c above.

6. **Passageway.** No passageway, as defined by subsection C.9 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.12 above.

   b. Exceptions. No parking under subsection G.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.11 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 multi-family converted)~~ or an accessory structure ~~under subsection E.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 G.7.b.i through G.7.b.v above.

c. No Replacement. When a garage, carport, covered parking structure, or uncovered parking space 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 be the same architectural design and appearance as 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.

f. <u>No window or door of the ADU may have a direct line of sight to an adjoining residential property. Each window and door must either be located where there</u>

is no direct line of sight or screened using fencing, landscaping, or privacy glass to prevent a direct line of sight.

g. All windows and doors in an ADU 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.

~~9. **Historical Protections.** An ADU that is on or within 600 feet of real property that is listed in the California Register of Historic Resources must be located so as to not be visible from any public right-of-way.~~

9. **Allowed Stories.** No ADU subject to this subsection G may have more than one story, except that an ADU that is attached to the primary dwelling may have the stories allowed under subparagraph F.2.d of this section.

H. **Fees.** The following requirements apply to all Class 1 ADUs and JADUs and Class 2 ADUs that are approved under subsections E1, or E.2 above.

1. Impact Fees.

a. No impact fee is required for an ADU that is less than 750 square feet of interior livable space in size. For purposes of this subsection H.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. A JADU or ADU with less than 500 square feet of interior livable space does not increase assessable space by 500 square feet for purposes of Education Code section 17620(a)(1)(C), and is therefore not subject to school fees under Education Code section 17620.

c. Any impact fee that is required for an ADU that is 750 square feet or larger ~~in size~~ of interior livable space must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the ADU, divided by the floor area of the primary dwelling, times the typical fee amount charged for a new dwelling.)

2. **Utility Fees.**

a. If an ADU is constructed with a new single-family home, a separate utility connection directly between the ADU 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 H.2.a, converted ADUs on a single-family lot that are created under subsection E.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. Notwithstanding the rest of this

paragraph, a direct utility connection is required for separate conveyance of an ADU when separate conveyance is allowed under this code.

c. Except as described in subsection H.2.a, all ADUs that are not covered by subsection H.2.b above require a new, separate utility connection directly between the ADU and the utility for any utility that is provided by the city. All utilities that are not provided by the city are subject to the connection and fee requirements of the utility provider.

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.

I. **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 and JADUs constructed before** 2020**.**

a. **Permit to Legalize.** As required by state law, the city may not deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if denial is based on either of the following grounds:

i. The ADU or JADU violates applicable building standards, or

ii. The ADU or JADU does not comply with state ADU or JADU law this ADU ordinance (section 20.400.330).

b. Exceptions:

i. Notwithstanding subsection I.2.a above, the city may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, 2020, if the city makes a finding that correcting a violation is necessary to comply with the standards specified in California Health and Safety Code section 17920.3.

ii. Subsection I.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. **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: (1) one on-site parking space is provided for each bedroom included in the ADU; and (2) 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: December 9, 2025

SUBJECT: PARTICIPATION IN 2026 CITY OF WESTMINSTER TET PARADE

REPORT IN BRIEF:

As part of the Fiscal Year 2025-26 Adopted Operating Budget, the City Council allocated $800 for participation in the 2026 City of Westminster Tet Parade.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) of the CEQA Guidelines; and

2. Identify a Council liaison to work with staff to complete the application for the 2026 City of Westminster Tet Parade and provide any additional direction to staff as appropriate.

BACKGROUND:

The City of Westminster has been hosting their annual Tet Parade for over two decades, to celebrate the Lunar New Year and the Vietnamese American community in Orange County, particularly in the City of Westminster's Little Saigon, home to the largest population of Vietnamese people per capita outside of Vietnam. Every year Vietnamese communities across the globe tune in to watch the event broadcasted by local TV stations and social media platforms. The Tet Parade features floats, marching bands, lion dances, color guards, veterans and youth organizations, martial arts, elected officials, scout organizations, community organizations, and an array of local and international businesses.

The 2026 Tet Parade will be held on Saturday, February 21. The parade begins at the intersection of Bolsa Avenue and Magnolia Street, and heads eastbound on Bolsa Avenue. The Parade will turn right on Bushard Street and head southbound, ending at Bishop Place. Admission is free to the public.

ANALYSIS/JUSTIFICATION:

Over the years the City of Stanton City Council has attended the Tet Parade in support of their neighboring city and the Vietnamese American community in Orange County. During the Fiscal Year 2025-26 Budget Workshop the Council approved an $800 allocation to participate in the 2026 Tet Parade.

Application Details

- Regular Entry Deadline: January 9, 2026
- Regular Entry Rate for Government: $600
- Provide a brief parade script limited to 75 words in English
- Proof of auto insurance for all vehicles

The City of Stanton will submit an application for a government entry to include vehicles and a wheelchair.

Vehicle Donation and Volunteers

During the Budget Workshop, the Council agreed there was no need for a budget for car rental services as the Council would secure an appropriate vehicle or vehicles. Staff is requesting information on identified vehicles be provided as soon as possible to facilitate the timely completion of the application and the ordering of banners for the vehicles.

During the Budget Workshop, the Council also agreed there was no need for staff time on the day of the parade as Council would coordinate volunteers to drive the vehicles. Staff is requesting information on the volunteers be provided as soon as possible.

FISCAL IMPACT:

As part of the Fiscal Year 2025-26 Adopted Operating Budget, the Council allocated $800 for participation in the 2026 City of Westminster Tet Parade. Staff believes the allocated amount will cover the regular entry fee, appropriate car magnets or banners for up to two vehicles, and parade giveaways.

ENVIRONMENTAL IMPACT :

The action is exempt from CEQA under Section 15378(b)(5) as it constitutes a general policy and administrative activity.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION :

Through the normal agenda posting process.

STRATEGIC GOAL:

N/A

Prepared by: Hannah Shin-Heydorn, City Manager
Approved by: Hannah Shin-Heydorn, City Manager

Item: 9C

Click here to return to the agenda.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: December 9, 2025

SUBJECT: **CONSIDERATION OF LETTER OF SUPPORT FOR ACTION ALLIANCE FOR THE HOUSING AND HOMELESSNESS INCENTIVE PROGRAM (HHIP) ROUND 5 FUNDING OPPORTUNITY**

REPORT IN BRIEF:

The City Council has a long history of regional leadership in advancing solutions to address homelessness, demonstrated by its role in welcoming Orange County's first three Project Homekey developments, supporting and funding the Buena Park and Placentia Navigation Centers as well as the OC HOPE Center, and actively participating in the North Orange County Service Planning Area. Tonight, the Council will consider a new opportunity to build on that legacy by supporting a first-of-its-kind model designed to help individuals maintain their sobriety as they work toward housing stability and long-term community connection. Action Alliance proposes to purchase and operate an apartment building in Stanton, funded through CalOptima's Housing and Homelessness Incentive Program (HHIP) Round 5, to provide housing services that promote stability, recovery, and successful long-term tenancy.

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.

BACKGROUND:

CalOptima Health

CalOptima Health's mission is to serve member health with excellence and dignity, respecting the value and needs of each person. With a goal of reducing health inequities, CalOptima Health is expanding programs and partnerships to better serve members, especially those at risk of poor health outcomes, including individuals experiencing homelessness.

On November 3, 2025, CalOptima Health released the HHIP Round 5 Notice of Funding Opportunity soliciting capital grant requests to increase housing options for people experiencing homelessness with a focus on permanent, affordable, and transitional housing (Attachment A). Round 5 funding is for capital projects only, including construction, renovation, conversion, expansion, furnishing, or opening of housing units.

Action Alliance Foundation

The Action Alliance Foundation is an Orange County–based non-profit organization focused on recovery housing and supportive services for people experiencing homelessness and substance use disorders, including individuals with co-occurring mental health needs. The following description of services is from their website, actionalliancefoundation.com.

> Action Alliance Foundation (AAF) believes that recovery residences provide the best option for alcoholics and addicts to get and stay sober, with mutual support, structured living and social engagement serving as vital tools for healing. AAF's homes are located in North and Central Orange County and are typically within walking distance of public transportation
>
> All residents are required to:
> - Work a full-time job and/or volunteer in the community
> - Pay their own rent with income they earn or other sources of income, such as SSDI (except for those qualifying for sponsored services)
> - Follow a curfew, complete chores, and keep their living area clean and organized. They must buy and cook their own food and maintain appropriate personal hygiene.
>
> Ultimately, AAF's program achieves results. Approximately 40% of AAF's residents and alumni maintain sobriety at the one year mark.

ANALYSIS/JUSTIFICATION:

On November 25, 2025, AAF sent an email to the City requesting a letter of support for their proposed project (a requirement of the grant). The proposed project would provide a permanent housing solution for 16-28 men and women that are living a drug and alcohol-free lifestyle who have maintained their sobriety for a minimum of one year. All residents are anticipated to be long-term. AAF is considering two apartment buildings that are currently on the market for this proposed project:

- 7850 2nd St (8 units would house 24-28 individuals)
- 7160 Cerritos Ave (4 units would house 16 individuals)

The proposed project would include the following provisions:

- Residents must have 1 year of sobriety
- Residents must agree to maintain a drug and alcohol-free lifestyle
- Residents must either work or volunteer in the community
- Residents must show proof of income and ability to pay rent of $800 - $1,000 per month
    - All utilities will be included
- Project would have a live-in, onsite manager
- As this is not a program house, no services, counseling or therapy will be conducted
- Residents must agree to random and reasonable cause drug/alcohol testing
- There will be consequences for drug or alcohol use that could ultimately lead to an exit from the property
- Stanton residents will receive priority placement
- Individuals that have ties to Stanton will receive priority placement (this may include affiliation with the North SPA and the Navigation Centers)
- The City's Director of Public Safety will be involved in the placement process
- Site improvements as appropriate (i.e., gating, lighting, security cameras)

In addition, if the project receives Council support and CalOptima Health funding, AAF would develop custom policies for the City of Stanton based off of their existing organizational policies – AAF House Rules (Attachment B) and AAF Good Neighbor Policy (Attachment C).

FISCAL IMPACT:

No fiscal impact is associated with this discussion.

ENVIRONMENTAL IMPACT :

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION :

Through the normal agenda posting process.

STRATEGIC GOAL:

N/A

Prepared by: Hannah Shin-Heydorn, City Manager
Approved by: Hannah Shin-Heydorn, City Manager

ATTACHMENT:

A. CalOptima Health “Housing and Homelessness Incentive Program (HHIP) Round 5: Notice of Funding Opportunity (NOFO)
B. Action Alliance Foundation House Rules
C. Action Alliance Foundation Good Neighbor Policy

CalOptima Health

Housing and Homelessness Incentive Program (HHIP) Round 5: Notice of Funding Opportunity (NOFO)

CalOptima Health solicits capital grant requests to increase housing options for people experiencing homelessness with a focus on permanent, affordable and transitional housing.

Application Deadline — December 19, 2025, at 5 p.m. PST

Background

CalOptima Health's mission is to serve member health with excellence and dignity, respecting the value and needs of each person. With a goal of reducing health inequities, CalOptima Health is expanding programs and partnerships to better serve members, especially those at risk of poor health outcomes, including individuals experiencing homelessness. CalOptima Health's Board of Directors has shown strong support for addressing homelessness by allocating Board-reserved funds, which are key to the community investment strategy.

CalOptima Health also participated in the Department of Health Care Services' Housing and Homelessness Incentive Program (HHIP), earning additional funds to support health and housing services for Medi-Cal members experiencing homelessness or at risk of homelessness. This voluntary program incentivized managed care plans to actively reduce and prevent homelessness by supporting the delivery and coordination of health and housing services for Medi-Cal members.

CalOptima Health has directed investments to four priority areas:

1. Infrastructure to coordinate and meet member housing needs
2. Partnerships and capacity to support referrals for services
3. Delivery of services and member engagement
4. Innovation and implementation of strategic interventions

Together, the funds from CalOptima Health's Board and HHIP have supported meaningful investments across Orange County. This fifth funding opportunity will focus on capital projects to increase housing options for people experiencing homelessness, especially those who are from disproportionately impacted populations. **The application period is November 3 through December 19, 2025.**

Community Investment Strategy

CalOptima Health is prioritizing projects and programs that are trauma-informed, inclusive, nonresidency restricted, low-barrier and aligned with housing-first and harm-reduction principles. This includes ensuring the "voice of lived experience" is integrated into all phases: design, development, implementation and evaluation.

CalOptima Health is committed to the following:

- Working toward a cohesive, countywide approach to address and prevent homelessness.
- Developing equitable systems that distribute resources among a variety of community service providers across all three service planning areas.
- Promoting and facilitating innovation in data collection and sharing, with emphasis on greater integration across systems.
- Establishing and/or using best practices in providing care by meeting members where they are and increasing access to that care.
- Delivering culturally competent services to traditionally underrepresented populations (e.g., families, seniors, LGBTQIA+ and people of color).
- Investment and implementation of programs that add to the available affordable housing pool.

Description of Capital Project Grant Funding Opportunity

CalOptima Health is offering a Capital Project Grant Funding Opportunity to support the development or enhancement of housing for individuals experiencing homelessness. This funding is for capital projects only, such as construction, renovation, conversion, expansion, furnishing or opening of housing units.

Eligible applicants must demonstrate how their project will increase the number of people connected to permanent housing or add new housing units. Projects must also ensure access to supportive services that are culturally appropriate and informed by the lived experiences of those served.

This opportunity is intentionally broad to encourage innovative proposals from organizations across Orange County. CalOptima Health is especially interested in capital projects that are ready to move forward but may be stalled due to budget shortfalls.

Funding cannot be used for lobbying or rental assistance and is subject to prevailing wage requirements.

Project Requirements:

1. Applicants must provide or connect participants to accessible supportive services.
2. At least 90% of units must serve households earning ≤50% of the Area Median Income (AMI), with rents affordable to those households (see Orange County Rent Income Limits).
3. Current CalOptima Health capital grantees with active projects may apply if they can clearly demonstrate unanticipated cost overruns or an unexpected funding gap, with explicit supporting documentation.
4. Projects must be located within the County of Orange.
5. Applicants must have EITHER (A) approved construction permits OR (B) site control AND a letter of support from the city manager that includes the project site address.
6. At least 50% of total project funding must be secured. This may include the cost of the property.
7. Site visits are required for applicants who advance in the process. CalOptima Health will schedule these visits for selected applicants during the month of January.
8. Applicants must also meet the general eligibility requirements listed below.

Grant Budgets, Amounts and Duration

Grant Request Limits	Total Amount Available	Minimum # of Awards Available
Current CalOptima Health-funded projects: $500,000 maximum For new applicants: $5 million maximum	$10 million	Two

Payment structure will be defined in the fully executed grant agreement for awarded grants.

Applicant Eligibility Requirements

1. Applicants must be a 501(c)(3) or equivalent in good standing with the IRS. Equivalent organizations may include tribes, public schools, universities, and local, state or federal government agencies and programs.
2. Applicants must propose projects that align with the funding priority described above.
3. Applicants who previously received funding from CalOptima Health must be in good standing with the terms of that contract or grant agreement to be eligible for new funding.
4. Funds must benefit actively enrolled CalOptima Health members.
5. Applicants are strongly encouraged to apply for funds when ready to implement their project.
6. Applicants must successfully complete an application and submit **all** necessary attachments and documentation by the deadline to be considered for funding.

Remember: Carefully review all priority-specific and general eligibility requirements. Applicants who fail to meet threshold requirements will be deemed ineligible.

Proposal Evaluation Criteria

	Criterion	Maximum Points	Description of Basis for Assigning Points
1	CalOptima Health Core Value Alignment	5	• Project is trauma-informed, inclusive, nonresidency restricted, low-barrier, person-centered and aligned with housing-first and harm-reduction principles.
2	Project Description	10	• Applicants must clearly explain how their project aligns with the funding opportunity and specify how the project will benefit actively enrolled CalOptima Health members.
3	Project Implementation	15	• Plan must be complete and include measurable objectives, logical and feasible activities, and clearly defined measures of success (such as SMART objectives). Timelines should be clear, realistic and well-structured.
4	Budget and Financial Management	15	• Project must demonstrate financial sustainability beyond this funding opportunity and should not rely on ongoing grant support. • Applicants must provide evidence of additional secured funding that meets or exceeds the minimum threshold: o 5 points: 50%–80% of project funding secured. o 15 points: 80% or more of project funding secured.
5	Readiness	15	• Projects that can demonstrate viability and be fully operational soon after grant award will receive more points.
6	Experience	15	• Applicants must demonstrate experience in developing housing options for people experiencing homelessness in Orange County. • Organizations with a proven track record of successfully completing similar projects will receive additional points.
7	Capacity of Applicant	5	• Ability to demonstrate financial and management capacity to carry out the project, as evidenced in the submission of required materials in the application portal.
8	Support Service Planning	10	• Demonstrate how people served at this project will have access or referral to supportive services. • Application packet includes a letter of commitment or attestation regarding the plan for support services.
9	Housing Type	10	• Provision of a housing service or type of housing that meets a need/fills a service deficit in Orange County. • Permanent and affordable housing projects that include many units designated for "extremely low income" (rent at 30% AMI or less) will receive more points.
10*	Bonus Points: Project Permitting	10	• Projects that are already permitted, as evidenced through documentation, will receive these bonus points.
	Total Earnable Points	**110**	

Application Timeline

Action	Date
Application Released/Portal Opens	November 3, 2025
Round 5 NOFO – Bidder's Conference * *Q&A posted on the funding opportunity webpage by November 20, 2025*	November 18, 2025 at 1 p.m. PST
Application Deadline	**December 19, 2025 at 5 p.m. PST**
Internal Review **Applicant site visits will begin mid-January*	December 20, 2025– February 20, 2026
CalOptima Health Board of Directors' Meeting	**March 5, 2026**
Announcement of Approved Grants	**March 6, 2026**
Grant Start Date	April 1, 2026

Documents and Portal Access

All documents related to this NOFO and application portal access are available at this site:
https://www.caloptima.org/en/About/CurrentInitiatives/CalAIM/FundingOpportunities

Bidder's Conference

Join our **Bidder's Conference** for this funding opportunity by registering through the link below:
Date and Time: Tuesday, November 18, 2025, 1 p.m. PST
Link: https://us02web.zoom.us/webinar/register/WN_cGOF4_lvRPSkqf4Jyj1hTQ

Questions about the funding opportunity or application? Contact the CalAIM Grants team at calaimgrants@caloptima.org.

House Rules

1. No alcohol, illegal drugs or paraphernalia will be tolerated. The following rules apply for RX medications:
   - AAS/AAF must approve all RX medications and be advised of all known medical conditions.
   - Resident must truthfully complete the AAS/AAF Prescription Medication Form and agree to abide by the conditions therein.
   - Medications will be locked in manager's room. Residents are allowed to have only an emergency dosage/or 2 days medication on them at any time. Violations of this rule will result in immediate exit.
2. Violence, verbal abuse, threatening or intimidating behavior will result in resident's immediate exit. **Physical violence, use of any weapon or threats will be reported to police and to all court officers monitoring resident**. No stealing or unauthorized use of anyone else's property.
3. Absolutely no smoking in the house at any time.
4. Resident must submit to drug and alcohol testing immediately upon request by AAS/AAF management, probation, parole or any court officer. Failure to do so will result in resident's immediate exit. Residents, please note: If you are on parole or probation, the appropriate officers and courts will be notified.
5. AAS/AAF management must be informed if resident is currently on probation or parole, formal or informal and make AAS/AAF aware of the terms and conditions of their parole or probation. The appropriate agency will be notified when parolee / probationer violates the terms of their parole or probation, including, but not limited to a positive drug or alcohol test or failure to submit to alcohol or drug testing; residents exit, either voluntary or involuntary from house or any violation of house rules.
6. The following applies to residents with motor vehicles. **Absolutely no** exceptions will be made to the following:
   - Vehicle must have current registration and be properly maintained.
   - Resident must have a current, valid driver's license.
   - Resident must have insurance.
   - Vehicles must be parked legally at all times and there is no reserved parking.
7. Residents must limit all interaction with neighbors to greetings only, remembering our program is based on personal anonymity. Residents must be courteous to neighbors at all times including, but not limited to keeping noise level, including car radios, to a minimum and ensuring their guests do the same. **ABSOLUTELY** no profanity, sexual subject matter, jail talk or inappropriate talk within earshot of neighbors is allowed.
8. No loitering or smoking in front of house by residents or their guests. Smoking is permitted only in designated areas of backyards.
9. Residents must enter and exit the house through the front door only. Please check with your Manager on this rule.
10. Curfew is as follows:
    - Sunday – Thursday: 11:00 p.m. - Friday & Saturday: 1:00 a.m. (12 a.m. for residents in sheriff certified residences); curfew is lifted at 6 a.m. the next morning
    - Exceptions will be made only when job hours interfere with curfew. Resident must present proof of shift hours to manager along with the phone number of resident's place of employment.
    - House Manager may impose special limitations on individual residents with respect to curfew and other rules when they feel circumstances warrant it and/or if approved by the Orange County Health Care Agency or the resident's Probation or Parole Officer.
11. Music may be played with headphones only.
12. Bedrooms are for use by assigned residents only. Guests are never permitted in resident rooms. Residents are not to be in other residents' rooms.
13. Personal belongings can be stored in resident's rooms only, never in garage areas.
14. A chore list is posted in all houses. All residents will be assigned a daily chore and must complete chore daily. Failure to comply can result in your being exited.
15. Sleeping areas must be kept neat. Beds must be made, belongings neatly stored, floors swept or vacuumed.
16. Residents are required to be employed full-time (32 or more hours per week) or actively seeking employment. Job search requirements for non-working residents are as follows:
    - Job search hours Mon.–Fri. 7:30 am–4:30 pm. These hours are for job search only. Residents found to be engaging in other activities without permission can be exited.
    - Resident will provide manager with a daily list of where they have applied and application status.

- Residents must give house manager 48 hours prior notice when court, parole, probation or any other obligations interfere with job search hours. Court, parole & probation appointments **MUST** be kept.

17. Residents on disability, social security or retired must be active in school, volunteer work or an outpatient treatment program. This is a program of action and being of service to others.
18. AAS/AAF Management reserves the right to search resident rooms and/or belongings at any time
19. Residents must have an approved temporary or permanent sponsor within 5 days of entering the house and must be actively working a 12-Step Program.
20. Overnight passes may be granted at managers discretion only after 30 days of residency provided resident is current with program fees, compliant with all house rules. Passes must be requested 48 hours in advance.
21. Residents are required to attend daily meetings of A.A. or N.A. the first 30 days of residency (managers may require residents to attend daily meetings after the 30 day period if they feel resident would benefit from them) and a minimum of 4 meetings per week thereafter. Residents are given meeting cards upon entry to house, must have them signed and show them to manager at weekly house meeting.
22. No pornographic or sexually explicit materials are allowed.
23. Residents must show manager their payment stubs until current with program fees.
24. The borrowing or lending of money or personal belongings is prohibited. If you choose to ignore this and lend or borrow, please understand it is at your own risk and AAS/AAF is not responsible for any loss.

Kitchen

1. Residents supply their own food. Do not eat anyone else's without prior permission & don't be embarrassed to ask.
2. Clean up after yourself. Clean stove, counters & wash, dry and put away dishes.
3. Refrigerator and storage space is assigned when resident arrives. Cover and store all food items neatly and discard after 2 days. All old food will be disposed of.
4. Eating is allowed only in kitchen and dining areas. No food or beverages are allowed in bedrooms.
5. Residents sponsored by select programs may automatically have access to three well-balanced meals daily, plus snacks. Examples include breakfast (pancakes, sausage, eggs, fruit), lunch (sandwiches, soups, salad, fruit) and dinner (hot dogs, hamburgers, pasta, pizza, along with appropriate side dishes).

Use of Telephone

1. Limit phone calls to 10 minutes.
2. ANONYMITY!!! Never divulge information about residents, their whereabouts, anything. Employers and others call so be courteous and TAKE MESSAGES. Calls from P.O.s, employers, parents who are asking questions should be directed to the house manager or assistant manager. Any resident violating this may be exited. Remember, you do not really know who is on the other end of the line. No non-emergency (real emergencies) incoming calls between 11:00 p.m. and 5:30 a.m.
3. Cell phones must be turned off at 10:00 p.m.

T.V. Room

1. Be considerate of others and do not talk loudly or engage in phone conversations while others are watching TV. Selection of station is by majority rule but no show in progress may be changed while others are watching it.
2. No sleeping in congregating areas and no feet on furniture.
3. Volume must be kept low after 10:00 p.m.
4. Personal TVs are allowed in bedrooms but must be kept low and turned off when roommate(s) go to bed.

Washer & Dryer

1. Laundry hours are 8:00 a.m.-11:00 p.m.
2. Hot water is never to be used. Cold or warm only is allowed.
3. Clothes must be removed promptly and clean the filter after each use.
4. Use of machines is a luxury so do not overload machines or abuse them in any way.
5. Bed linens must be washed weekly. If you do not have money for your laundry, see house manager.

Bathrooms

1. Showers must be taken daily and limited to 5-7 minutes and overall use of bathroom to 15 minutes.
2. Personal items are to be stored in bedrooms and never left in bathroom.
3. Towels are to be hung on hooks or hangers in bedroom, not left in the bathroom.
4. **CLEAN UP AFTER YOURSELF!** Shower, tub and sink MUST be cleaned after each use.

Dress Code & Personal Hygiene

1. Residents and their guests are prohibited from wearing clothing displaying reference to drugs, alcohol, gang membership or activity while on AAS/AAF premises.
2. Clothing containing profanity, profane or sexually suggestive messages is not allowed.
3. No sexually suggestive clothing is allowed and men must be wearing a shirt at all times.

Payment of Program Fees

1. Program fees are due by 5:00 p.m. on Fridays. If you will not be able to pay, see your manager ahead of time. DO NOT MAKE THE MANAGER COME LOOKING FOR YOU.
2. Make sure you get a receipt and sign the receipt every time you make a payment. Be sure to keep this in case a dispute arises. The receipts will show your balance so you always know where you are.

ACTION ALLIANCE GOOD NEIGHBOR POLICY

- Keeping a low profile in the neighborhood is of utmost importance. Each House Manager will ensure that neighbors' concerns are addressed with urgency. If immediate resolution is not possible, the House Manager shall follow up with the General Manager for further guidance.
- Regardless of the neighbor's demeanor, they should always be met with respect and professionalism.
- Make sure all residents understand and abide by rules pertaining to conduct in front of the house, in view of the neighborhood.
- Residents are not to discuss or disclose any personal information with neighbors.
- Resident vehicles must be operable, have current registration, insurance and always be parked legally.
- Inspections of the house exterior are to be conducted daily to ensure that all trash and debris is disposed of. Landscaping should be kept up and anything potentially considered an "eyesore" is addressed immediately.
- Make sure residents know that they are to have no contact with neighbors other than casual, courteous, greetings, in passing. If a neighbor has any questions, they are to be referred to the House Manager and/or given the General Manager's contact info:

  Shawn Sterhardt- General Manager 714-381-2119

- Any neighborhood complaint should be submitted to the AAF/AAS office for appropriate follow-up.
- Each facility shall train the staff member(s) responsible for receiving complaints and questions to field complaints in a positive way.
- If a neighbor's complaint is legitimate, the facility shall address it with a commitment that steps will be taken immediately to prevent it happening again. Then, the facility shall review its systems and/or staff to make changes or improvements as needed.
- NEVER is a resident allowed to address house problems with neighbors, neighborhood groups, code enforcement, or anyone else. Police officers, parole and probation officers are the only persons allowed access to the house when a manager or assistant is not present. Other groups have NO LEGAL AUTHORITY TO ENTER WITHOUT THE HOUSE OWNER'S OR AAS/AAF PERMISSION. If code enforcement, neighborhood groups or the like show up asking questions, the manager or assistant is to CALL AAS/AAF GENERAL MANAGER, OR THE OFFICE IMMEDIATELY. ALWAYS MAKE SURE YOU HAVE THESE NUMBERS ON YOU AT ALL TIMES.

City Council Initiated Items
12D – 12E – 12F

(These items do not contain a staff report)

Item 12D:
"Discussion regarding observance of cultural heritage days."

Item 12E:
"Recognition of outgoing Mayor Pro Tem Donald Torres."

Item 12F:
"Reorganization of City Council."