



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, FEBRUARY 27, 2018 - 6:30 P.M.

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

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

- 2. ROLL CALL** Council Member Donahue
 Council Member Ethans
 Council Member Warren
 Mayor Pro Tem Ramirez
 Mayor Shawver

- 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

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

4. CLOSED SESSION

4A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9 (d) (2)

Number of Potential Cases: 4

4B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing litigation pursuant to Government Code section 54956.9(d)(1)

Number of cases: 1

City of Stanton vs. Green Tree Remedy et al, Orange County Superior Court Case Number: 30-2015-00813225-CU-JR-CJC

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

- 6. ROLL CALL** Agency/Authority Member Donahue
Agency/Authority Member Ethans
Agency/Authority Member Warren
Vice Chairman Ramirez
Chairman Shawver

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS

- Presentation by Specialist Jose Ramos, Sunburst Youth Academy, sharing their mission with the City Council and providing information on their current operations.
- Presentation of City Tile of Recognition honoring Division Chief Dave Steffen, Orange County Fire Authority.

9. CONSENT CALENDAR

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

9B. APPROVAL OF WARRANTS

City Council approve demand warrants dated February 1, 2018, February 8, 2018, and February 15, 2018, in the amount of \$1,816,562.14.

9C. JANUARY 2017 INVESTMENT REPORT

The Investment Report as of January 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

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 Investment Report for the month of January 2018.

9D. JANUARY 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of January 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of January 2018.

9E. JANUARY 2018 INVESTMENT REPORT (HOUSING AUTHORITY)

The Investment Report as of January 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Stanton Housing Authority find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of January 2018.

9F. EXTENSION OF CONTRACT TO JOHN L. HUNTER AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES RELATED TO NPDES AND FOG PROGRAMS

The City maintains several environmental programs including the National Pollutant Discharge Elimination System (NPDES) and Fats, Oils, & Grease (FOG). Since October 23, 2007, John L. Hunter and Associates has been providing consulting services to the City for these two programs. Staff recommends that their contract be extended for an additional three years at the same budget and hourly rates.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt under the California Environmental Quality Act, Section 15378(b)(5), organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Approve a contract extension to John L. Hunter for consulting services relating to NPDES and FOG programs until June 30, 2021.

9G. GENERAL PLAN ANNUAL PROGRESS FOR CALENDAR YEAR 2017

The attached General Plan Annual Progress Report for Calendar Year 2017 for the City of Stanton is being presented to the City Council for review as required by State Law.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act (“CEQA”) under section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment the activity is not subject to CEQA; and
2. Receive and file General Plan Annual Progress Report, and authorize submittal to the Governor’s Office of Planning and Research and the State Housing and Community Development Department.

9H. AWARD OF A CONTRACT FOR THE DALE AVENUE AND CHANTICLEER ROAD TRAFFIC SIGNAL PROJECT

The construction bids for the Dale Avenue and Chanticleer Road Traffic Signal Project consisting of installation of new traffic signal poles and mast arms, controllers, and cabinet have been reviewed by the staff. Based on post-bid analysis of the five (5) bids received, staff determined that the construction bid submitted by PTM General Engineering Services, Inc. to be the lowest responsible bid at \$144,144.00. PTM is the contractor who recently completed the new signal installation at Beach Boulevard and Village Center Drive. Staff recommends the City Council award the contract for the proposed services to PTM General Engineering Services, Inc.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Award a contract for the Dale Avenue and Chanticleer Road Traffic Signal Project to PTM General Engineering Services. Inc. for the amount of \$144,144.00; and
3. Authorize the City Manager to bind the City of Stanton and PTM General Engineering Services, Inc. in a contract for the Dale Avenue and Chanticleer Road Traffic Signal Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

9I. ACCEPTANCE OF THE THUNDERBIRD LANE SEWER AND STREET IMPROVEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The Thunderbird Lane Sewer and Street Improvement Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$566,433.77. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of February 15, 2018 and recommends that the City Council accept the completed work performed on this project.

The construction contract for the Thunderbird Lane Sewer and Street Improvement Project is for \$517,700.00. Change orders approved at staff level did not exceed the 10% maximum authorized at the time of award; at 9.41%. Additional costs aroused in the final stages of the project in the total of \$64,942.17. The change order was due to unforeseen conditions and additional quantities for asphalt restoration.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c; and
2. Accept the completion of improvements for the Thunderbird Lane Sewer and Street Improvement Project, as certified by the City Engineer, and affix the date of February 15, 2018 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$566,433.77 with Beador Construction Company, Inc.; and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange; and
5. Direct City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to Beador Construction Company, Inc. in the amount of \$28,321.69.

9J. LICENSE AGREEMENT BETWEEN SOUTHERN CALIFORNIA EDISON COMPANY AND THE CITY OF STANTON FOR STANTON PARK

In order to continue the License Agreement for Stanton Park (Assessor's Parcel Numbers 131-091-19 and 131-091-29), between Southern California Edison and the City of Stanton, it is necessary to approve the agreement for a term of 5 (five) years commencing July 1, 2018 and ending on June 30, 2023.

The City will pay Southern California Edison Company the sum of Five Thousand Seven hundred and Eighty Five 58/100 Dollars (\$5,785.58) for the term of the contract.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve the Agreement: 9.1976 Stanton Park between Southern California Edison and the City of Stanton in order to continue leasing Assessor's Parcel Numbers 131-091-19 and 131-091-29 (Stanton Park) for a five (5) year period commencing July 1, 2018 and ending June 30, 2023; and
3. Authorize the City Manager to sign Agreement: 9.1976 Stanton Park between Southern California Edison and the City of Stanton.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. FISCAL YEARS 2018-2019 & 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR FUNDING

On December 7, 2017, the Orange County Community Resources Department released a Request for Proposals (RFP) for Fiscal Years 2018-2019 & 2019-2020 Community Development Block Grant projects related to housing rehabilitation projects. In response to the RFP, staff is proposing to reinstate the housing rehabilitation grant programs. As part of the application process, the City Council must review and authorize the application submittals and conduct a public hearing.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment; and
3. Review and approve the proposed project and funding for the Fiscal Years 2018-2019 & 2019-2020 Community Development Block Grant Program; and
4. Direct staff to submit fiscal years 2018-2019 & 2019-2020 Community Development Block Grant application package to the County of Orange Community Resources Department; and
5. Approve Resolution No. 2018-08 authorizing the City Manager to execute the agreement, contract and other documents required by the Orange County Community Resources Department for participation in the CDBG program on behalf of the City Council, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO TO SECURE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FROM THE ORANGE COUNTY COMMUNITY RESOURCES DEPARTMENT.”

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1076

This Ordinance was introduced at the regular City Council meeting of February 13, 2018.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1076, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING SECTION 2.56.075 OF THE MUNICIPAL CODE PERTAINING TO LOCAL VENDOR PREFERENCES”; and

2. City Council find that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
3. Adopt Ordinance No. 1076.

ROLL CALL VOTE: Council Member Donahue
Council Member Ethans
Council Member Warren
Mayor Pro Tem Ramirez
Mayor Shawver

11B. APPROVAL OF ORDINANCE NO. 1077

This Ordinance was introduced at the regular City Council meeting of February 13, 2018.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1077, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, MAKING FINDINGS THAT THE DEVELOPMENT AT 8232 LAMPSON AVENUE IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND STANTONLAMPSON 2017, LLC FOR CERTAIN REAL PROPERTY LOCATED AT 8232 LAMPSON AVENUE, WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.”; and

2. City Council find that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
3. Adopt Ordinance No. 1077.

ROLL CALL VOTE: Council Member Donahue
Council Member Ethans
Council Member Warren
Mayor Pro Tem Ramirez
Mayor Shawver

12. NEW BUSINESS

12A. ASSISTANT CITY MANAGER EMPLOYMENT AGREEMENT

For consideration is the employment agreement with Stephen M. Parker for Assistant City Manager.

RECOMMENDED ACTION:

1. City Council find that this item is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Authorize City Manager to execute employment agreement on behalf of the City with Stephen M. Parker.

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled:

- None

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 22nd day of February, 2018.

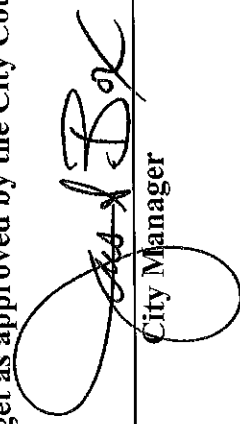
s/ Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

February 1, 2018	\$123,472.15
February 8, 2018	\$1,568,866.05
February 15, 2018	\$124,223.94


\$1,816,562.14

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



City Manager

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



Administrative Services Director

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: February 27, 2018

SUBJECT: JANUARY 2017 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of January 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

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 Investment Report for the month of January 2018.

BACKGROUND:

The attached reports summarize the City investments and deposit balances as of January 2018. A summary of the City's investments and deposits is included as Attachment A. The details of the City's investments are shown in Attachment B. The City's cash and investment balances by fund type are presented in Attachment C.

ANALYSIS:

The City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of January 2018 was 1.35%. All City investments have safekeeping with Bank of the West. The City's investments are shown on Attachment B and have a weighted investment yield of 1.99%. Including LAIF and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 1.91%, which exceeds the benchmark LAIF return of 1.35%.

The weighted average maturity of the City's investments on January 2018 is 1,032 days. Including LAIF and a money market account, it is 910 days. LAIF's average maturity on January 31, 2018 was approximately 179 days.

The City has exceeded the LAIF benchmark return by increasing the weighted average maturity. With a weighted average maturity of 2.53 years, the City is well within the investment policy restriction of 3.5 years.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2017-18 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

The City Treasurer controls a \$27.8 million portfolio with \$24.5 million in investments with safekeeping with Bank of the West.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

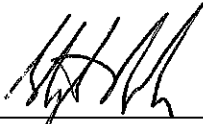
PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

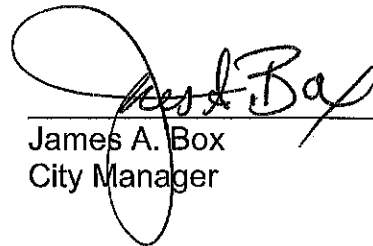
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director/Treasurer

Approved:



James A. Box
City Manager

Attachments:

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

**CITY OF STANTON, CA
INVESTMENTS AND DEPOSITS
January 31, 2018**

Investment Type	Issuer	Date of Maturity	Interest Rate	Par Value	Cost	% of Total	Market Value	Market Value Source
State Pool (LAIF) - City portion ¹	State of California	On Demand	1.35%	\$ 3,161,836	\$ 3,161,836	11.34%	\$ 3,161,837	LAIF
Investments ²	Various	Various	Various	\$ 24,765,402	24,534,720	87.99%	24,456,508	Bank of the West
Money Market Account	Bank of the West	On Demand	0.29%	\$186,203	186,203	0.67%	186,203	Bank of the West
Subtotal - Investments					\$ 27,882,760	100.00%	\$ 27,804,548	
Demand Deposits/Main Checking - City portion	Bank of the West	On Demand	N/A	N/A	\$ 2,514,405		\$ 2,514,405	Bank of the West
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	N/A	103,392		103,392	Bank of the West
Subtotal - Deposits					\$ 2,617,797		\$ 2,617,797	

\$ 30,422,346

\$ 30,500,557

910	1.91%
Weighted Average Maturity (days)	Weighted Average Yield

Total Cash Investments and Deposits ³

¹ Par Value amount represents entire LAIF balance, including City and Successor Agency portions
² Cost amount includes \$58,005 adjustment made to City's books at 6/30/17 to adjust portfolio to market value, per GASB 31
³ Weighted average maturity and yield calculations include LAIF, Investments and Money Market Account

NOTES:

The City's portfolio is in compliance with the City's 2017-18 Investment Policy.
 The portfolio will allow the City to meet its expenditure requirements for the next six months.

CITY OF STANTON
INVESTMENTS
JANUARY 2018

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value
U.S. Government Agency Securities:											
Chandler Asset Management	FNMA	3135G0E58	1.20%	1.13%	100.42	9/30/2015	10/19/2018	NC	195,000	195,014	194,041
Chandler Asset Management	FNMA	3135G0G72	1.17%	1.13%	99.98	10/30/2015	12/14/2018	NC	185,000	184,709	183,684
Chandler Asset Management	FHLB	313378ZM2	1.16%	1.50%	101.23	02/01/16	03/09/19	NC	185,000	186,930	183,973
Chandler Asset Management	FFCB	3133EGCA1	1.06%	1.05%	100.01	10/25/16	06/03/19	NC	200,000	200,010	197,250
Chandler Asset Management	FHLMC	3137EADM8	1.25%	1.25%	99.15	08/31/15	10/02/19	NC	190,000	188,394	187,220
Chandler Asset Management	FHLB	3130A0JR2	1.65%	2.38%	103.07	11/23/15	12/13/19	NC	200,000	205,998	200,792
Chandler Asset Management	FNMA	3135G0D75	1.27%	1.50%	100.90	2/24/2016	6/22/2020	NC	200,000	201,962	196,566
Chandler Asset Management	FNMA	3135G0F73	1.50%	1.50%	100.36	1/20/2016	11/03/2020	NC	190,000	190,035	185,871
Chandler Asset Management	FNMA	3130A3JQ5	1.49%	1.88%	102.18	2/1/2016	12/11/2020	NC	185,000	188,349	182,654
Chandler Asset Management	FNMA	3135G0H65	1.50%	1.88%	102.11	1/20/2016	12/29/2020	NC	190,000	193,366	187,680
Chandler Asset Management	FHLB	3130A7CV5	1.46%	1.38%	99.71	02/17/16	02/18/21	NC	210,000	209,166	204,063
Chandler Asset Management	FNMA	3135G0J20	1.31%	1.38%	100.01	4/12/2016	2/26/2021	NC	200,000	200,630	194,222
Chandler Asset Management	FHLB	313382K69	1.53%	1.75%	101.72	03/23/16	03/12/21	NC	190,000	192,005	186,565
Chandler Asset Management	FHLB	3130A7P1	1.38%	1.38%	99.80	04/12/16	04/05/21	NC	200,000	200,432	193,996
Chandler Asset Management	FNMA	3135G0K69	1.23%	1.25%	99.75	8/15/2016	5/6/2021	NC	200,000	200,168	193,040
Chandler Asset Management	FHLB	3130A8QS5	1.24%	1.13%	99.05	08/09/16	07/14/21	NC	190,000	188,996	181,942
Chandler Asset Management	FHLB	3137EAC9	1.24%	1.13%	98.96	08/12/16	08/12/21	NC	200,000	198,998	191,288
Chandler Asset Management	FHLB	3130AABG2	1.97%	1.88%	99.36	11/30/16	11/29/21	NC	100,000	99,536	97,932
Chandler Asset Management	FNMA	3135G0T45	1.89%	1.88%	99.78	4/20/2017	4/5/2022	NC	200,000	199,830	194,988
Multi-Bank Securities, Inc.	FHLB	3130A2X1	1.75%	1.75%	100.00	8/23/2017	8/23/2022	2/23/2018	500,000	500,000	493,740
Multi-Bank Securities, Inc.	FHLB	3130A27K4	1.75%	1.75%	100.00	8/22/2017	9/15/2022	3/15/2018	500,000	500,000	492,815
									4,620,000	4,633,746	4,534,323
Municipal Bonds											
Multi-Bank Securities, Inc.	Brawley CA Pension Obligation Bond	105710AA5	1.52%	1.75%	100.25	7/25/2017	9/1/2018	NC	1,005,000	1,007,462	1,003,623
Multi-Bank Securities, Inc.	California Earthquake Auth Rev	13017HAE6	2.23%	2.81%	100.63	1/14/2017	7/1/2019	NC	212,000	179,207	211,790
Multi-Bank Securities, Inc.	California Earthquake Auth Rev	13017HAE5	2.43%	2.81%	100.40	1/22/2017	7/1/2019	NC	1,280,000	1,079,501	1,278,733
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13054PZT7	2.04%	2.50%	100.75	7/24/2017	8/1/2020	NC	250,000	251,875	248,263
First Empire Securities	Coachella Valley CA Unit School District	189846K77	2.25%	2.89%	101.65	1/17/2017	8/1/2020	NC	440,000	447,360	438,720
Cartella & Co., Inc	Banning CA RDA SA TAB	066616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	230,000	249,150	243,588
Multi-Bank Securities, Inc.	Banning CA RDA SA TAB	066616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	280,000	249,150	243,588
Multi-Bank Securities, Inc.	Pomona CA PFA Lease Bond	73208MCX4	2.25%	2.42%	100.60	6/23/2017	4/1/2021	NC	500,000	503,000	491,570
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.32%	2.51%	100.75	7/24/2017	8/1/2021	NC	350,000	352,625	347,137
Multi-Bank Securities, Inc.	Guadalupe Community Redevelopment	40059AD2	2.55%	2.25%	99.00	1/8/2018	8/1/2021	NC	225,000	222,750	220,385
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.22%	2.51%	101.09	8/18/2017	8/1/2021	NC	255,000	257,777	252,914
Cartella & Co., Inc	Oceanside CA Pension Obligation Bond Taxabi	657371AX6	2.03%	3.25%	104.65	8/15/2017	8/15/2021	NC	280,000	293,013	284,253
Cartella & Co., Inc	LA County CA RDA TAB Taxable West Covina	54465AHP0	2.08%	2.50%	101.67	6/26/2017	9/1/2021	NC	400,000	406,684	391,772
Cartella & Co., Inc	Yorba Linda RDA SA TAB Taxable Series B	986176AQ8	2.00%	2.00%	100.00	8/15/2017	9/1/2021	NC	360,000	360,000	351,918
First Empire Securities	Riverside CA Pension Obligation Bond	7690369B9	2.25%	2.50%	101.16	6/20/2017	6/1/2022	NC	500,000	505,800	488,740
First Empire Securities	Riverside CA Pension Obligation Bond	7690369B9	2.40%	2.50%	100.45	7/24/2017	6/1/2022	NC	240,000	241,080	234,595
									6,797,000	6,606,334	6,731,528

CITY OF STANTON
INVESTMENTS
JANUARY 2018

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value
Mortgage-Backed Security: First Empire Securities	FNMA DUS Balloon	3138LF4Y1	2.030%	1.620%	98.40	8/18/2017	11/1/2021		480,388	480,953	470,288
Asset-Backed Securities:									490,388	480,953	470,288
Chandler Asset Management	Toyota Auto Receivables 2015A	88238WAC2	1.44%	1.12%	99.99	03/04/15	02/15/19	NC	9,312	9,309	9,305
Chandler Asset Management	Honda Auto Receivables	43813UAC0	1.05%	1.04%	100.01	05/13/15	02/21/19	NC	13,545	13,542	13,529
Chandler Asset Management	Nissan Auto Receivables	65478WAB1	1.06%	1.07%	99.99	08/02/16	05/15/19	NC	16,888	16,887	16,677
Chandler Asset Management	Toyota Auto Receivables Owner 2016-D	89231LAB3	1.07%	1.06%	99.99	10/04/16	05/15/19	NC	30,116	30,113	30,063
Chandler Asset Management	John Deere Owner Trust	47787XAB3	1.51%	1.50%	99.98	02/22/17	10/15/19	NC	34,755	34,755	34,703
Chandler Asset Management	Nissan Auto Receivables	654747AB0	1.48%	1.47%	100.00	03/21/17	01/15/20	NC	33,588	33,587	33,508
									138,004	137,993	137,765
Subtotal Investments			1.99% Weighted Average Yield				1,032 days WAM		24,765,402	24,592,726	24,466,508
Prior Year Adjustment GASB 31 Investments Held With Bank of the West									(68,005)		
									24,765,402	24,534,720	24,456,508
State Treasurer's Pool Money Market Acct	Local Agency Investment Fund (LAIF) Bank of the West		0.29%				27/2018		3,161,836	3,161,836	3,161,837
Total Investments									186,203	186,203	186,203
Total Money Market, LAIF and Investments			1.91% Weighted Average Yield	Incl LAIF, Investments and money market			910 days WAM		28,113,441	27,882,760	27,804,548

CITY OF STANTON
CASH AND INVESTMENT BALANCES BY FUND TYPE
January 31, 2018

Fund Type	Cash and Investments	Totals
General Fund:		
Pooled	\$ (8,413,687)	
Other Accounts *	24,824,315	\$ 16,410,629
Special Revenue, Capital Projects and Enterprise Funds:		
Gas Tax	1,496,614	
Measure M	1,006,421	
Fire Emergency Services	(113,054)	
Lighting & Median Maint.	1,825,804	
Sewer Maintenance	3,537,092	
Other	2,281,625	10,034,502
Internal Service Funds		1,526,244
Trust Funds		2,529,182
Total Cash and Investment Balances		\$ 30,500,557

* Money Market, Imprest Accounts, Petty Cash and Investments

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: February 27, 2018

SUBJECT: JANUARY 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of January 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of January 2018.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of January 2018. A summary of the Agency's investments and deposits is included as Attachment A. The Agency's cash balances by fund are presented in Attachment B.

ANALYSIS:

The Agency's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of January 2018 was 1.35%.

The Agency recently refunded the Tax Allocation Bonds for 2011A and B as well as a portion of the 2010 series with series 2016C & D bonds. The Agency's investments are shown on Attachment A and have a weighted investment yield of 0.56%, which is below the benchmark LAIF return of 1.35%, as the portfolio is completely liquid and has significant funds held in custodial accounts accruing very little interest.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments at January 31, 2018 is 1 day. LAIF's average maturity at January 31, 2018 is approximately 179 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2017-18 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

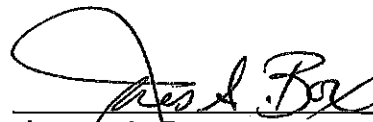
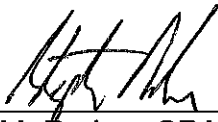
Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved:



Stephen M. Parker, CPA
Administrative Services Director/Treasurer

James A. Box
Executive Director

Attachments:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
January 31, 2018**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
State Treasurer's Pool - SA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.35%	\$ 3,927,393	\$ 3,927,393	\$ 3,923,630	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	3,123,203	3,123,203	3,123,203	Bank of the West
Clawback - Demand Deposits/Money Market Account	Bank of the West	Bank of the West	On Demand	N/A	3,259,523	3,259,523	3,259,523	Bank of the West

Total Cash Investments and Deposits
\$ 10,310,118 \$ 10,306,356

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2010 Tax Allocation Bonds (Tax-Exempt)									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$9.95	\$9.95	\$9.95	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$5,699.92	\$5,699.92	\$5,699.92	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$38.05	\$38.05	\$38.05	US Bank
Reserve Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank
Cash Equivalent	LAIF		99LA009W8	On Demand	1.35%	\$1,138,457.28	\$1,138,457.28	\$1,138,457.28	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$1,144,205 \$1,144,205

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B									
Debt Service Fund									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$824,459.79	\$824,459.79	\$824,459.79	US Bank
Principle Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$546.04	\$546.04	\$546.04	US Bank
Interest Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$306.67	\$306.67	\$306.67	US Bank

Total 2016 Series A and B \$ 825,313 \$825,312.50

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D									
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$86.74	\$86.74	\$86.73	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$11.32	\$11.32	\$11.32	US Bank
Principle Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	14.14	\$14.14	\$14.14	US Bank
Cost of Issuance Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$0.00	\$0.00	\$0.00	US Bank

Total 2016 Series C and D \$ 112 \$112.19

Total Bond Fund Investments and Deposits (3)

\$1,969,630

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

SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

POOLED CASH BALANCES BY FUND TYPE January 31, 2018

Fund	Cash Balance
710 Project 2000 Debt Service Fund	-
711 Redevelopment Debt Service Fund	-
712 Redevelopment Obligation Retirement Fund	7,192,879
720 Low and Moderate Income Housing Fund	-
721 Housing Successor Fund	-
730 Community Redevelopment Administration Fund	-
731 Successor Agency Admin Fund	(148,648)
740 Redevelopment Project Fund	-
741 Successor Agency Project Fund	6,365
741 Cash DDR Clawback	3,259,523

TOTAL CASH BALANCE

\$ 10,310,118

CITY OF STANTON

REPORT TO THE STANTON HOUSING AUTHORITY

TO: Honorable Chair and Members of the Housing Authority

DATE: February 27, 2018

SUBJECT: JANUARY 2018 INVESTMENT REPORT (HOUSING AUTHORITY)

REPORT IN BRIEF:

The Investment Report as of January 31, 2018 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Stanton Housing Authority find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of January 2018.

BACKGROUND:

The attached reports summarize the Stanton Housing Authority investments and deposit balances as of January 2018. A summary of the Housing Authority's investments and deposits is included as Attachment A. The Housing Authority's cash balances by fund are presented in Attachment B.

ANALYSIS:

The Housing Authority's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of January 2018 was 1.35%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 1.35%, as almost the entire portfolio is invested in LAIF.

With investments almost completely in LAIF, the portfolio is completely liquid, and the weighted average maturity of the Housing Authority's investments at January 31, 2018 is 1 day. LAIF's average maturity at January 31, 2018 is approximately 179 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2017-18 Investment Policy.

The portfolio will allow the Housing Authority to meet its expenditure requirements for the next six months.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

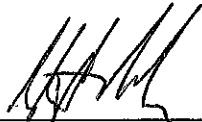
PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

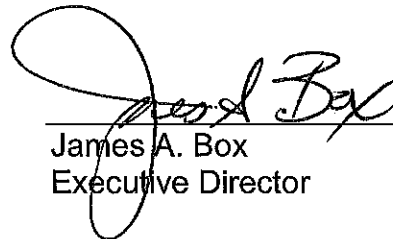
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director

Approved:



James A. Box
Executive Director

Attachments:

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

**STANTON HOUSING AUTHORITY
INVESTMENTS AND DEPOSITS
January 31, 2018**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source	
State Treasurer's Pool - HA portion	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.35%	\$ 406,987	\$ 406,987	\$ 407,098	LAIF	
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	\$ 323,651	323,651	323,651	Bank of the West	
State Treasurer's Pool - Housing Authority Account	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.35%	\$ 8,847,213	\$ 8,847,213	\$ 8,838,738	LAIF	
Total Cash Investments and Deposits							\$ 9,577,851	\$ 9,569,487	

Notes:
 (1) - There have been no exceptions to the Investment Policy.
 (2) - The Housing Authority is able to meet its expenditure requirements for the next six months.

STANTON HOUSING AUTHORITY

POOLED CASH BALANCES BY FUND TYPE

January 31, 2018

Fund	Cash Balance
-------------	-------------------------

285 Housing Authority Fund	9,577,851
----------------------------	-----------

TOTAL CASH BALANCE

\$ 9,577,851

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 27, 2018

SUBJECT: EXTENSION OF CONTRACT TO JOHN L. HUNTER AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES RELATED TO NPDES AND FOG PROGRAMS

REPORT IN BRIEF:

The City maintains several environmental programs including the National Pollutant Discharge Elimination System (NPDES) and Fats, Oils, & Grease (FOG). Since October 23, 2007, John L. Hunter and Associates has been providing consulting services to the City for these two programs. Staff recommends that their contract be extended for an additional three years at the same budget and hourly rates.

RECOMMENDED ACTION:

1. Declare that the project is exempt under the California Environmental Quality Act, Section 15378(b)(5), organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. City Council to approve a contract extension to John L. Hunter for consulting services relating to NPDES and FOG programs until June 30, 2021.

BACKGROUND:

The City of Stanton requires the services of a qualified professional to manage the NPDES and FOG programs. Management of these programs is a specialized field and therefore numerous small to medium sized cities contract out these services. A qualified consultant is crucial to the successful implementation of these programs as the requirements placed by the regulatory agencies are continuously being revised (increased).

ANALYSIS/JUSTIFICATION:

At the October 23, 2007 Council Meeting, a contract was awarded to John L. Hunter

and Associates, Inc. to provide NPDES and FOG services. On June 24, 2012 a three-year extension was given to John L. Hunter and Associates at the same maximum contract price. Again on June 23, 2015 a contract renewal for three years was given to John L. Hunter. During these three years their staff has performed very well and staff is continually impressed with their depth of knowledge and reasonable charges. John L. Hunter and Associates have proposed another three-year extension at the same maximum contract cost at the same hourly rates.

FISCAL IMPACT:

Funds for the NPDES program in the amount of \$70,430 are available from 101-3600-608155, and funds for the FOG program in the amount of \$44,135 are available from account number 501-3700-608110.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(5).

LEGAL REVIEW:

The City Attorney has reviewed the contract extension.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

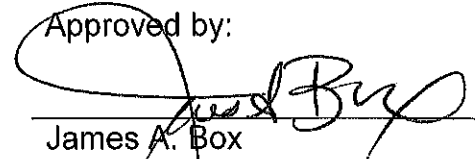
3 - Provide a quality infrastructure.

Prepared by:



Allan Rigg
Public Works Director

Approved by:



James A. Box
City Manager

Attachments:

- (1) Written Request for Contract Extension
- (2) First Amendment to Contract



John L. Hunter
AND ASSOCIATES, INC.

6131 Orangethorpe Ave STE 300
Buena Park, CA 90620
TEL: (562) 802-7880
www.jlha.net

February 12, 2018

Allan Rigg, PE AICP
Director of Public Works/City Engineer
City of Stanton, Department of Public Works
7800 Katella Avenue, Stanton, CA 90680

RE: Extension of MS4 NPDES and FOG Source Control Professional Services

Dear Mr. Rigg:

John L. Hunter & Associates, Inc. (JLHA) welcomes the opportunity to continue providing our services to the City of Stanton with regard to the state-mandated environmental programs of Municipal Stormwater Pollution Prevention (*Regional Water Board Order R8-2009-0030, MS4 NPDES Permit CAS618030*) and Fats, Oils and Grease (FOG) Source Control (*State Water Board Order 2006-003-DWQ*).

Our estimated not-to-exceed annual costs to assist the City for the next three reporting years will remain the same: \$70,430 for the MS4 NPDES program and \$44,135 for the FOG Control Program, for a total of \$114,565 per year. Our existing scope of work and rate schedule will also apply. The City will be notified of any proposed changes to JLHA's Project Team. The cost estimate and scope of work are based on our assessment of the existing MS4 NPDES Permit and the state regulations regarding FOG control. There are inherent uncertainties associated with these programs, such as the adoption of new regulations or changes in the land development rate within the City. As such actual costs may vary. However JLHA will not exceed the estimated total without prior approval by the City.

Respectfully submitted,

Cameron McCullough
Director/Project Manager

CITY OF STANTON

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES RELATED TO NPDES AND FOG PROGRAMS

1. PARTIES AND DATE.

This First Amendment to the Agreement for Professional Consulting Services ("First Amendment") is entered into on the 27th day of February, 2018, by and between the City of Stanton, a California 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 John L. Hunter and Associates Inc. a California corporation, with its principal place of business at 6131 Orangethorpe Ave. Suite 300, Buena Park, California 90620 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Professional Consulting Services dated June 23, 2015 ("Agreement").

2.2 Section 5 of the Agreement allows the City Council to renew the Agreement for an additional three (3) year term.

2.3 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement. Neither the Agreement nor the amendment to the Agreement constitute "public works" contracts pursuant to Public Contract Code Section 20161 for which competitive bidding is required. Further, Stanton Municipal Code Section 2.56.110 allows the City to execute contracts for personal, professional, and consultant services without observing the City's bidding procedures.

3. TERMS.

3.1 Term. Section 1 of the Agreement is hereby amended in its entirety to read as follows:

"This Agreement shall commence on July 1, 2015 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2021 unless sooner terminated pursuant to the provisions of this Agreement."

3.2 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

[Signatures on following page]

**SIGNATURE PAGE TO FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL
CONSULTING SERVICES RELATED TO NPDES AND FOG PROGRAMS**

CITY OF STANTON

John L. Hunter and Associates Inc.

By: _____
James A. Box
City Manager

By: _____

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND**
Secretary or Treasurer **REQUIRED**]

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: February 27, 2018

SUBJECT: GENERAL PLAN ANNUAL PROGRESS FOR CALENDAR YEAR 2017

REPORT IN BRIEF:

The attached General Plan Annual Progress Report for Calendar Year 2017 for the City of Stanton is being presented to the City Council for review as required by State Law.

RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment the activity is not subject to CEQA; and
2. Receive and file General Plan Annual Progress Report, and authorize submittal to the Governor's Office of Planning and Research and the State Housing and Community Development Department.

BACKGROUND:

State law requires the preparation and submittal of an annual progress report to the City Council, the Governor's Office of Planning and Research (OPR) and the State Housing and Community Development Department (§ 65400(b)). The purpose of the report is to provide the City Council and the state agencies with information on progress towards implementing the General Plan in accordance with adopted goals, policies and action items. It is for the purposes of meeting these requirements that this document has been prepared and submitted.

ANALYSIS/JUSTIFICATION:

The Progress Report contains a summary of actions that occurred during Calendar Year 2017. Further analysis and background of the issues are covered in more detail in the attached "Progress Report." For ease of processing, the State Housing and Community Development Department now requires the report to be prepared electronically. Attached you will find the draft electronic submittal. Once the City Council approves the document, the

electronic report will be finalized and transmitted.

The report has been streamlined by the Department of Housing and Community Development, and the focus has been limited to Housing Element reporting requirements. Specifically, the report identifies the number of housing units constructed; any efforts made to implement the Housing Element goals and policies; and a discussion on the efforts made to produce affordable housing projects in the City.

In Calendar Year 2017, a total of 2 housing units were constructed in the moderate category. This equates to approximately 3% of the total RHNA need for moderate housing production in the current cycle.

In regards to efforts made on the production of affordable housing, the Department of Finance has released the Tina/Pacific properties to the City Housing Authority and the City has been able to move forward with the redevelopment project. The City has initiated the process to begin relocation and development of the affordable housing project. Entitlement of the project is anticipated in the first quarter of 2020.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of CEQA, this project has been determined to not be a project under Section 15061(b)(3).

STRATEGIC PLAN OBJECTIVE ADRESSES:

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

PUBLIC NOTIFICATION:


Through the normal agenda posting process.

Prepared By:



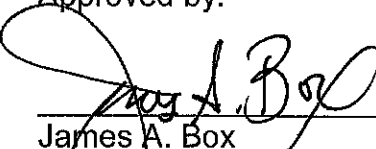
Rose Rivera
Associate Planner

Reviewed by:



Kelly Haft
Community and Economic
Development Director

Approved by:



James A. Box
City Manager

ATTACHMENTS

A. General Plan Annual Progress Report for Calendar Year 2017

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction STANTON
Reporting Period 01/01/2017 - 12/31/2017

Pursuant to GC 65400 local governments must provide by April 1 of each year the annual report for the previous calendar year to the legislative body, the Office of Planning and Research (OPR), and the Department of Housing and Community Development (HCD). By checking the "Final" button and clicking the "Submit" button, you have submitted the housing portion of your annual report to HCD only. Once finalized, the report will no longer be available for editing.

The report must be printed and submitted along with your general plan report directly to OPR at the address listed below:

Governor's Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202.)

Jurisdiction STANTON
 Reporting Period 01/01/2017 - 12/31/2017

Table A

Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

1	2	3	4				5	5a	Housing with Financial Assistance and/or Deed Restrictions			8
									Housing without Financial Assistance or Deed Restrictions	Housing with Financial Assistance and/or Deed Restrictions	Housing with Financial Assistance and/or Deed Restrictions	
Project Identifier (may be APN No. project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	See Instructions	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions		
(9) Total of Moderate and Above Moderate from Table A3												
(10) Total by Income Table A/A3	0	0	2	0	0	0						
(11) Total Extremely Low-Income Units*												
												0

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction STANTON
 Reporting Period 01/01/2017 - 12/31/2017

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				TOTAL UNITS	(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income	Very Low-Income	Low-Income	TOTAL UNITS		
(1) Rehabilitation Activity	0	0	0	0	0	
(2) Preservation of Units At-Risk	0	0	0	0	0	
(3) Acquisition of Units	0	0	0	0	0	
(5) Total Units by Income	0	0	0	0	0	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction STANTON
 Reporting Period 01/01/2017 - 12/31/2017

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units
(not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate	1	0	0	1	0	2	0
No. of Units Permitted for Above Moderate	0	0	0	0	0	0	0

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction STANTON
 Reporting Period 01/01/2017 - 12/31/2017

Table B
Regional Housing Needs Allocation Progress
 Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.	RHNA Allocation by Income Level										Total Units to Date (all years)	Total Remaining RHNA by Income Level
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9			
Very Low	Dead	0	0	0	0	0	0	0	0	0	0	68
	Restricted Non-Restricted	0	0	0	0	0	0	0	0	0	0	
Low	Dead	0	0	0	0	0	0	0	0	0	0	49
	Restricted Non-Restricted	0	0	0	0	0	0	0	0	0	0	
Moderate		0	0	0	0	2	0	0	0	0	0	54
Above Moderate		2	32	37	25	0	0	0	0	0	96	44
Total RHNA by COG. Enter allocation number:		2	32	37	25	2	0	0	0	0	98	215
Total Units		2	32	37	25	2	0	0	0	0	98	215
Remaining Need for RHNA Period		▲	▲	▲	▲	▲	▲	▲	▲	▲		

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction STANTON
 Reporting Period 01/01/2017 - 12/31/2017

Table C
Program Implementation Status

Program Description (By Housing Element Program Names)	Objective	Timeframe in H.E.	Status of Program Implementation
<p>Policy Area #2 Rehabilitation of Existing Housing Stock: Maintain a housing stock that is conserved in a sound, safe and sanitary condition.</p>	<p>Pursue funding for maintenance and rehabilitation of housing stock, engage in code enforcement activities, and identify partnerships to assist in acquisition and rehabilitation of existing housing units</p>	<p>On-going</p>	<p>The City has continued a proactive code enforcement program to ensure building safety and integrity of residential neighborhoods. In conjunction with non-profit entities, the City has been able to renovate City owned rental units for the use of transitional housing. In addition, the City is also working on identifying funding sources through the Housing Authority to develop new programs to assist in rehab of low income households.</p>
<p>Policy Area #4 Increasing Access to Housing Opportunity: Encourage access to decent and suitable housing opportunities for all Stanton residents.</p>	<p>Promote homeownership opportunities, address the needs of the homeless population, provide opportunities for the development of housing for large families, provide opportunities for housing for persons with disabilities, promote fair housing standards, and provide opportunities for development of extremely low-income households.</p>	<p>On-going</p>	<p>On May 28, 2013, the City of Stanton adopted a new zoning code update. Through the zoning code process, the City has complied with SB2, adopted reasonable accommodation regulations, and revised the definition of "family". In addition, to support large family developments, the City has incentivized construction of homes for large families through the amenity incentives program. A proposed residential project may be allowed to develop up to the maximum applicable density threshold if the project meets previously established amenity options incentives. These incentives defined include development of homes for large families. The City has approved a 120 bed assisted living facility and has provided twelve Housing Authority owned units for transitional housing in the Tina/Pacific neighborhood. Additionally, the City has drafted a new ordinance to comply with the State's new accessory</p>

	dwelling unit law.		When new construction, expansion, or rehabilitation projects are proposed, the City ensures that the minimum Green Building standards are met. In addition, the City directs applicants to available funding for installation of energy efficient appliances.	On-going	The City adopted the updated General Plan allowing for mixed-use development along the city's major arterials of Beach Boulevard and Katella Avenue. In addition, by implementing the mixed-use designations the city has increased the amount of acreage available for residential development by 263.5 acres. With the adoption of the new zoning code, the City developed regulations to enhance multifamily housing design, to include additional outdoor open space, higher parking ratios, and additional amenities. Additionally, the City has created twelve units of transitional housing in the Tina/Pacific neighborhood and approved transitional housing for at risk and homeless mothers with children under the age of 5 for the property located at 10862 Oak Street. Currently, the city has a number of housing projects in the pipeline that include townhomes, assisted living units, and single family detached units.
Policy Area #6 Sustainability: Promote a housing stock that is energy and water efficient and implement sustainable strategies	Promote energy conservation, and green building techniques for residential construction and rehabilitation projects, and encourage energy-efficient design and appliances.	On-going	Expedite project review, revise fees, streamline process, encourage mixed-use and infill development, promote quality multifamily design, maximize the development potential of vacant and underutilized land, and redevelop the Tina/Pacific neighborhood.	On-going	The City has continued its monitoring of at risk affordable housing units. The earliest conversion of any affordable housing units in the city is November 2022.
Policy Area #1 Production of New Housing: Provide for a housing stock of sufficient quantity composed of a variety and range of types and costs.	Ensure long term affordability of housing units.	On-going	Increase awareness of and participation in housing programs, and consolidate and disseminate information.	On-going	The City has continued to regularly develop forms of comprehensive information resources regarding housing projects, programs, policies, available funding, technical assistance and other related items through appropriate delivery means (i.e. information packets, City webpage, cable TV channel, reader board sign, workshop meetings, etc.). However, the amount of resources and available funding has significantly decreased with the dissolution of the Redevelopment Agencies. The City continues to research available funding through different County, State and Federal sources and directs residents to those sources when requested.
Policy Area #3 Preservation and Conservation: conservation of the housing stock and preservation of housing opportunities for Stanton's residents	Policy Area #5 Expanding Outreach: Increase awareness of and participation in housing programs.				

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction STANTON
Reporting Period 01/01/2017 - 12/31/2017

General Comments:

The City has focused on a neighborhood with one of the highest crime rates and highest population densities for redevelopment and future construction of affordable housing. The Tina/Pacific neighborhood originally housed 40 apartment complexes, each consisting of four units. The City has developed a plan to purchase all 40 properties, demolish the existing blighted structures, and construct a new affordable housing development. The City purchased one property in CY 2009 and 10 properties in CY 2010, which have been demolished. In CY 2011, 10 properties were purchased, and in CY 2012 an additional four properties were purchased, and one was demolished. The properties purchased in CY 2012 had existing Purchase and Sales Agreements in place and were in escrow prior to the dissolution of the redevelopment agencies. Due to the dissolution of the redevelopment agencies, the City has been unable to move forward with this project. Currently, the City is managing 40 occupied apartment units. The neighborhood is still severely blighted and continues to deteriorate due to lack of continuation of the project. As temporary service to the neighborhood, the City has partnered with two non-profit companies to provide a community garden, a children's resource center, and transitional housing units.

The wind-down process for the former Stanton Redevelopment Agency is near completion. The California Department of Finance has released the Tina/Pacific properties, allowing the City to move forward with the development of the project. The City has initiated the process to begin the relocation and development of the affordable housing project. Entitlement of the project is anticipated in the first quarter of 2020.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 27, 2018

SUBJECT: AWARD OF A CONTRACT FOR THE DALE AVENUE AND CHANTICLEER ROAD TRAFFIC SIGNAL PROJECT

REPORT IN BRIEF:

The construction bids for the Dale Avenue and Chanticleer Road Traffic Signal Project consisting of installation of new traffic signal poles and mast arms, controllers, and cabinet have been reviewed by the staff. Based on post-bid analysis of the five (5) bids received, staff determined that the construction bid submitted by PTM General Engineering Services, Inc. to be the lowest responsible bid at \$144,144.00. PTM is the contractor who recently completed the new signal installation at Beach Boulevard and Village Center Drive. Staff recommends the City Council award the contract for the proposed services to PTM General Engineering Services, Inc.

RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities; and
2. Award a contract for the Dale Avenue and Chanticleer Road Traffic Signal Project to PTM General Engineering Services, Inc. for the amount of \$144,144.00; and
3. Authorize the City Manager to bind the City of Stanton and PTM General Engineering Services, Inc. in a contract for the Dale Avenue and Chanticleer Road Traffic Signal Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

BACKGROUND:

This intersection of Dale Avenue and Chanticleer Road currently has flashing yellow

lights that are pedestrian-activated. Staff received concerns from the principal of the school, Dawn Breese, that many residents cross the street here daily, especially children attending Pyle's Elementary School. She did not feel the current flashing yellow lights were providing adequate safety for the people crossing the street. She cited incidents of near misses and an actual accident involving the crossing guard at this location.

Staff asked our traffic engineer to review the intersection and to provide recommendation to improve the safety of the residents. Several alternatives were reviewed, including a traffic signal at the intersection and a traffic signal at the amin driveway into the school. It was found that the driveway directly into the school was too close to Cerritos Avenue and that traffic could be backed up into the intersection of Cerritos and Dale. As such installing a traffic signal at Dale Avenue and Chanticleer Road was found to be warranted through a warrant analysis and the best option to improve safety. A plan for the construction of the signals was then created by our traffic engineer.

ANALYSIS/JUSTIFICATION:

The project was advertised for bids on January 11, 2018. Notices announcing the solicitation of bids for this project were posted in the F.W. Dodge publication known as the "Green Sheets."

The bid was publicly opened on February 5, 2018 at 2:00 p.m. and the summary is listed below:

RANK	Company	BID
1	PTM General Engineering Services, Inc.	\$ 144,144.00
2	Belco Elecnor Group	\$ 149,358.00
3	California Professional Engineering, Inc.	\$ 153,518.00
4	DBX, Inc.	\$ 158,261.00
5	Dynaletric.	\$ 198,779.00

Staff has reviewed the submitted bid documents and found the low bidder in compliance with the contract documents. Staff has done a reference check on the firm and received good reviews on their quality of work. Upon successful execution of the contract documents, the project is scheduled to be built in the summer of 2018. The contractor will have approximately 40 days to complete the project.

FISCAL IMPACT:

Funding for this project is available from account: 220-3510-710106 from Fiscal Year 2017/18 and in Fiscal Year 2018/2019.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15301(c).

LEGAL REVIEW:

None.

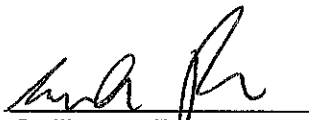
PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law. Dawn Breese of Pyles Elementary was advised of the contract award.

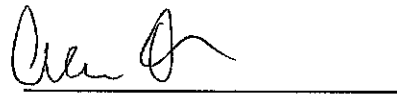
STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by:


Guillermo Perez
Associate Engineer

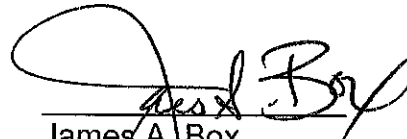
Reviewed


Allan Rigg, P.E. AICP
Director of Public Works/City Engineer

Concur:

BC for Stephen Parker
Stephen Parker, CPA
Administrative Services Director

Approved by:


James A. Box
City Manager

ATTACHMENTS:

- 1) PTM General Engineering Services, Inc. Bid Result
- 2) Contract

CONTRACTOR TO PRINT COMPANY
NAME:

PTM General Engineering Services, Inc.

BOOK I OF III

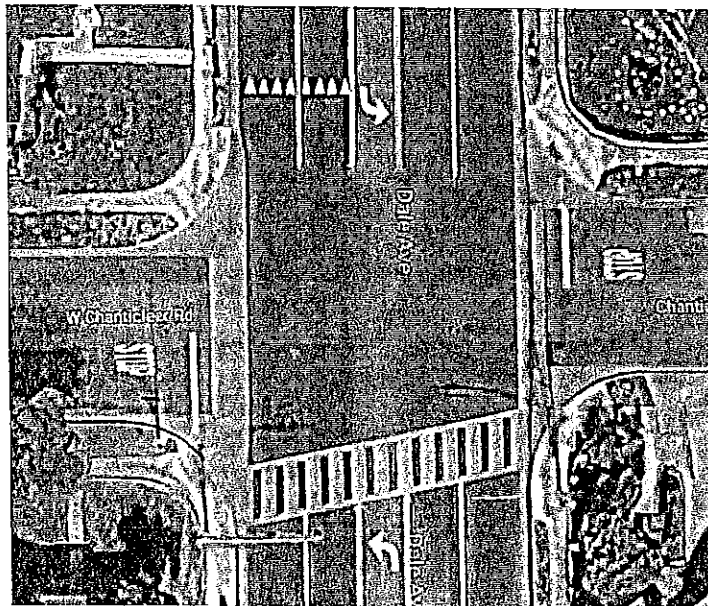
CONTRACT DOCUMENTS

DOCUMENTS TO SUBMIT WITH BID:

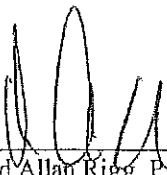
- | | |
|---|--|
| <input type="checkbox"/> BID PROPOSAL | <input type="checkbox"/> ACKNOWLEDGEMENT OF ADDENDA |
| <input type="checkbox"/> BID SHEET | <input type="checkbox"/> INDUSTRIAL SAFETY RECORD |
| <input type="checkbox"/> INFORMATION REQUIRED OF BIDDER | <input type="checkbox"/> NON-COLLUSION AFFADAVIT |
| <input type="checkbox"/> REFERENCES | <input type="checkbox"/> LIST OF SUBCONTRACTORS |
| <input type="checkbox"/> DESIGNATION OF SURETIES | <input type="checkbox"/> BID BOND |
| | <input type="checkbox"/> MANDATORY PRE-BID SITE INSPECTION CERTIFICATION |

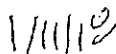
FOR:

DALE AVENUE AND CHANTICLEER ROAD TRAFFIC SIGNAL



Approved Book I, II, III,

By 
Harold Allan Rigg, P.E., AICP, Director of Public Works/City Engineer


Date

These Contract Documents are the exclusive property of the Agency and shall not be used in any manner without prior consent of the Agency. Any reuse of these plans and specifications by Others shall be at Other's sole risk and without liability to the Agency.

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NOTICE INVITING SEALED
BIDS



NOTICE IS HEREBY GIVEN

Sealed proposals for the work shown on the plans entitled:

Dale Avenue and Chanticleer Road Traffic Signal in the City of Stanton will be received at the Office of the City Clerk of the City of Stanton, 7800 Katella Avenue, Stanton, CA 90680-3162 until **2:00PM on Monday, February 5, 2018** at which time they will be publicly opened and read.

All bid proposals shall be made on the proposal forms furnished by the City and placed, together with the accompanying documents and security, in a sealed package marked outside with the title of the project and "SEALED BID FOR THE CITY OF STANTON" - DO NOT OPEN WITH REGULAR MAIL" and addressed to the City Clerk at the above address in a sealed envelope.

All bid proposals must comply with the requirements contained in this Notice and in the specifications and other contract documents. All bids in apparent compliance with such requirements shall be opened and publicly read aloud at the above-stated time at the place of bid receipt identified above.

The Contractor shall furnish all necessary materials, labor, equipment and other incidental and appurtenant work necessary for the proper construction of this project, including but not limited to installation of new traffic signal equipment, removal of asphalt and concrete materials, reconstruction of landscaped medians, traffic markings, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place. Please Note: The City will provide the traffic signal cabinet for the work to be performed.

OBTAINING CONTRACT

DOCUMENTS: Contract documents for the above-referenced project may be obtained at the City of Stanton - Public Works Department, 7800 Katella Avenue, Stanton CA, for a non-refundable fee of \$40 if picked up or \$50 if mailed. Free electronic copies are available online at www.stanton.ca.us. If you wish to be placed on the bidder's list, please send contact information of your firm to gperez@ci.stanton.ca.us. No bid proposal will be received unless it is made on the official proposal forms furnished by the City, is accompanied by an executed Non-Collusion Affidavit and is accompanied by cash, a certified or cashier's check payable to the City or a satisfactory bidder's bond in favor of the City executed by the bidder as principal and a satisfactory surety company as surety, in an amount not less than 10% of the bid amount, as provided in Public Contract Code section § 20170 et. seq. Should the bidder to whom the contract is awarded fail to enter into the subject contract, such bid security shall be forfeited pursuant to Public Contract Code section 20172, except as otherwise provided in Public Contract Code section § 20174.

All work shall be completed within **40 working days** following the date specified in the written notice to proceed from the City.

Pursuant to Section § 1770 et. seq. of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. This rate and scale are on file with the Director of Public Works and copies will be made available to any interested party on request. The contractor to whom the contract is awarded and the subcontractors under him must pay not less than these rates to all workers employed in the execution of this contract.

At the time of the award of the contract, the successful bidder shall possess a valid contractor's license,

and shall comply with any applicable City requirements concerning contractor qualifications. Submission of a bid by a bidder without a license subjects the bidder to civil penalties pursuant to Business & Professions Code section § 7028.15. The bidder must possess a Class-A Contractor License in the State of California. No contract will be awarded to any bidder who is not a properly licensed California contractor as required by the California Business and Professions Code.

As provided for in section 22300 of the Public Contracts Code, the Contractor may substitute securities for any monies withheld by the City to ensure performance under the Contract.

The Contractor shall not begin work under the Agreement until it has given the City evidence of comprehensive public liability insurance and Workers' Compensation Insurance coverage together with additional Insured Endorsements. The successful Contractor shall also furnish 2 bonds required by the State Contract Act. Each of the said bonds shall be executed in a sum equal to the contract price. One of the said bonds shall guarantee the faithful performance of the said contract by the Contractor, and the other said bond shall secure the payment of claims for labor and material.

The City reserves the right to reject any or all bids or any parts thereof, and to waive any irregularities or informalities in any bid or in the bidding, and to make awards in all or part in the best interests of the City.

WITHDRAWAL OF BID: No bidder may withdraw his bid for a period of 60 days after the date set for the opening of bids.

CITY OF STANTON

A handwritten signature in black ink, appearing to be "D. J. M.", written over a horizontal line.

Director of Public Works, Date

INSTRUCTIONS TO BIDDERS

FORM OF BID PROPOSAL: Bid proposals shall be made on the bid proposal forms found herein. The bid proposal shall be enclosed in a sealed envelope bearing the name of the bidder and the name of the project as described in the Notice Inviting Sealed Bids.

DELIVERY OF BID PROPOSALS: The bid proposal shall be delivered by the time and to the place stipulated in the Notice Inviting Sealed Bids. It is the bidder's sole responsibility to see that his bid proposal is received in proper time. Any bid proposal received after the scheduled closing time for receipt of bid proposals may be returned to the bidder unopened unless an extension has been granted by the City. Bidders or their authorized agents are invited to be present.

MODIFICATIONS AND ALTERNATIVE PROPOSALS: Unauthorized conditions, limitations or provisos attached to a bid proposal will render it informal and may be cause for rejection. The complete proposal forms shall be without alterations or erasures, unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid. No oral, telegraphic or telephonic proposals or modifications will be considered.

WITHDRAWAL OF BID PROPOSAL: A bid proposal may be withdrawn upon request by the bidder without prejudice to himself prior to the date and time fixed for opening of bids, provided that the request is in writing, has been executed by the bidder or his duly authorized representative, and is filed with the Director Public Works. No bid proposal may be withdrawn for a period of 60 calendar days after the date set for the opening of bid proposals.

BIDDER'S SECURITY: In accordance with Public Contract Code section § 20170 et seq., each bid proposal shall be accompanied by cash, a certified or cashier's check payable to the City or a satisfactory bidder's bond in favor of the City executed by the bidder as principal and a satisfactory admitted surety insurer as surety, in an amount not less than 10% of the amount named in the bid. The cash, check or bidder's bond shall be given as a guarantee that the bidder shall execute the contract for the project if it is awarded to bidder in conformity with the Plans, the Specifications, and other Contract

Documents, and shall provide the evidence of insurance and furnish the required bonds as specified in the Plans, the Specifications and other Contract Documents, within 15 calendar days after written notice of the award. In case of the successful bidder's refusal or failure to do so, the cash, check or bond, as the case may be, shall be forfeited to the City pursuant to Public Contract Code section § 20172, except as provided in Public Contract Code section § 20174. Under Section § 20174, if the lowest responsible bidder fails or refuses to execute a contract, the City may award it to the next lowest responsible bidder; if it does so, the amount of the lowest bidder's security shall be applied by the City to the difference between the lowest and next lowest bid, and the surplus, if any, shall be returned to the lowest bidder. No bidder's bond will be accepted unless it conforms substantially to the form set forth as required.

QUANTITIES APPROXIMATE: Quantities shown on the Bid Sheet, are an estimate included in the Special Provisions, or elsewhere herein shall be considered as approximate only, being listed for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bids. The City does not guarantee nor agree, either expressly or by implication, that the actual amounts required will correspond with those shown, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished or to omit any such item or portion, in accordance with the Plans, the Specifications and other Contract Documents, without in any way invalidating the Contract, should such increase, decrease or omission be deemed necessary or expedient.

ADDENDA: The Director of Public Works may, from time to time, issue addenda to the Plans, the Specifications and/or other Contract Documents during the period of advertising for bids.

Parties having obtained from the City the bid documents for the project shall be notified of and furnished with copies of such addenda, either by certified mail, fax transmittal, or personal delivery, during the period of advertising at no additional cost. Addenda will not be issued within 72 hours prior to the bid opening.

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY EACH BIDDER
(BOOK I)**

- ✓ Bid Proposal
- ✓ Bid Sheet
- ✓ Information Required of Bidder
- ✓ References
- ✓ Designation of Sureties
- ✓ Acknowledgment of Addenda
- ✓ Contractors' Industrial Safety Record
- ✓ Non-Collusion Affidavit
- ✓ List of Subcontractors
- ✓ Bid Bond
- ✓ Mandatory Pre-Bid Site Inspection Certification

**DOCUMENTS TO BE EXECUTED AND SUBMITTED BY AWARDEE
(BOOK II)**

- ✓ Performance Bond(s)
- ✓ Payment (Labor and Material) Bond
- ✓ Insurance Requirements for CITY OF STANTON
- ✓ Workers' Compensation Certification
- ✓ All Certificates of Insurance
- ✓ Public Works Contract
- ✓ Warranty Bond (as appropriate)
- ✓ Statement Acknowledging Penal and Civil Penalties Concerning Contractor's License Laws

BID PROPOSAL

Bidders Name PTM General Engineering Services, Inc.

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF STANTON:

The undersigned, as bidder, declares that: (1)-this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein as sworn in the attached Non-Collusion Affidavit; (2)-bidder has carefully examined the project Plans, Specifications, Instructions To Bidders, Proposal, Notice Inviting Sealed Bids and all other contract documents and information furnished therefore and the site of the proposed work; and (3)-bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the City Council of the CITY OF STANTON, to perform said proposed work in accordance with the Plans, if any, and the terms of the Specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said Specifications, for the following stated unit prices or lump sum price as submitted on the Bid Sheet herein.

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record. This Safety Record must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each such partnership, joint venture, or corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like to be taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

Accompanying this proposal is Bid Bond (Insert "cash", "a Cashier's Check", "a certified check", or "a Bidder's Bond in the form furnished by the City", as the case may be) in the amount of \$10% Bid Amount, an amount equal to at least ten percent (10%) of the total aggregate bid price based on the quantities shown and the unit prices quoted. The undersigned bidder agrees that should bidder be awarded the Contract on the basis hereof and thereafter fail or refuse to enter into a Contract and provide the required evidence of insurance and bonds within fourteen (14) calendar days after written notice of the award, the cash, check or bond shall be forfeited to the city in accordance with Public Contract Code section -20172, except as otherwise provided in Public Contract Code section -20174. The undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials and supplies for this project in accordance with the Specifications, Plans other Contract Documents which are on file in the office of the City Engineer of the CITY OF STANTON, to the satisfaction and under the direction of the Director of Public Works, at the following prices:

BID SHEET

Dale Avenue and Chanticleer Road Traffic Signal

BIDDERS NAME:

PRINT or Type

#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
1	Mobilization	1	LS	\$ 3000 -	\$ 3000 -
2	Traffic Signal and Lighting	1	LS	\$ 127887 -	\$ 127887 -
3	Traffic Signal Interconnect	1	LS	\$ 5000 -	\$ 5000 -
4	Signing and Striping	1	LS	\$ 8257 -	\$ 8257 -
Total Base Bid in NUMBERS:		\$ 144,144.00			
Total Base Bid in WORDS:		One Hundred Forty Four Thousand Dollars and Forty Four Dollars - Cents			

✓
✓
✓
✓

144,144

NOTE. The City reserves the right to award a contract in parts or in its entirety or for various alternates and reserves the right to reject all bids and re-advertise, as appears to be in its best interests of the City. A bid is required for this entire work, the estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.

The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents.

The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No.- 891265, Class A (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder	PTM General Engineering Services, Inc.	
Business Address	5942 Acorn St. Riverside, CA 92504	
Business Tel. No.	(951) 710.1000	Fax: (951) 710.1006

Signature	Elizabeth H. Mendoza de McRae	02.04.2018	President/ CFO
Date	Title		
Signature	Brian Mendoza	02.04.2018	Vice President/ Secretary
Date	Title		
Signature	Date	Title	

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

INFORMATION REQUIRED OF BIDDER

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation:

Business Address: 5942 Acorn St. Riverside, CA 92504

Telephone and Fax Number: (951) 710.1000 Fax: (951) 710.1006

California State Contractor's License No. and Class: 891265 A;C10

(REQUIRED AT TIME OF AWARD)

Original Date Issued: 2007 Expiration Date: 02.28.2019

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

Brian Mendoza Secreatry/Vice President

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
------	-------	---------	-----------

<u>Elizabeth H. Mendoza de McRae</u>	<u>President/CFO</u>	<u>elizabeth@ptm-eng.com</u>	
--------------------------------------	----------------------	------------------------------	--

<u>595 S. Los Coyotes Dr. Anaheim Hills, CA92807</u>	<u>(951) 722.5678</u>		
--	-----------------------	--	--

<u>Brian Mendoza Secreatry/Vice President</u>	<u>brian@ptm-eng.com</u>	<u>(951) 722.5755</u>	
---	--------------------------	-----------------------	--

<u>11080 Kay Jay St. Riverside, CA 92503</u>			
--	--	--	--

Corporation organized under the laws of the State of California

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

Not Applicable

All current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this proposal are as follows:

Brian Mendoza Sole Owner of Freeway Electric CSLB 684572

Elizabeth H. Mendoza de McRae Sole Owner of Jade Electric CSLB 684573

Freeway Electric Inc. CSLB 947817 Brian Mendoza President/ CFO Elizabeth H. Mendoza de McRae, Vice President/ Secretary

For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with project owners (public agencies, private companies, etc...) in the past five years (Attach additional Sheets if necessary) provide:

Provide the names, addresses and telephone numbers of the parties;

Not Applicable

Briefly summarize the parties' claims and defenses;

Not Applicable

State the tribunal (i.e., Superior Court, American Arbitration Association, etc.) the matter number and outcome.

Not Applicable

Have you ever had a contract terminated by the owner/agency? If so, explain.

No

Have you ever failed to complete a project? If so, explain.

No

Have you ever been terminated for cause and then had it converted to a "termination of convenience"? If so, explain.

No

For any projects you have been involved with in the last 5 years did you have any claims or actions:

Circle One

1. By you against the owner?

Yes No

2. By the owner against you?

Yes No

3. By any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc.)

4. Yes No

4. By Subcontractors (Stop Notices, etc.)

Yes No
5. Are any claims or actions unresolved or outstanding? Yes No

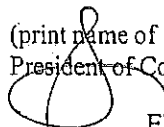
If yes to any of the above, explain. (Attach additional sheets, if necessary)

Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

Subscribed and sworn to before me By
This _____ day of _____, 20_____.

(Signature of Notary Republic)

(SEAL)


(print name of Owner or
President of Corporation/Company)

Elizabeth H. Mendoza de McRae

(Signature)

President / CFO

(Title)

02.04.2018

(Date)



Brian Mendoza
VICE PRESIDENT/SECRETARY

(Signature of Secretary of Corporation)

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)

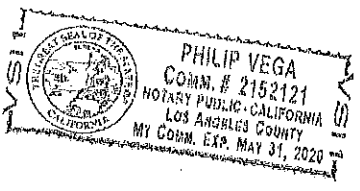
On 2/04/2018 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ELIZABETH H. MENDOZA de McRAE
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.



Signature [Handwritten Signature]
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: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Riverside _____ }

On 2/4/18 before me, Elizabeth H. M. McRae, Notary Public
(Here insert name and title of the officer)

personally appeared Brian Mendoza
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/hers/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.



Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
Vice President/Secretary
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

REFERENCES

(Contractor must use this form!!! Please print or type).

Bidders Name PTM General Engineering Services, Inc.

FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.

For all public agency projects you have worked on (or are currently working on) in the past 2 years in excess of \$15,000, provide the following information:

1

Project Name/Number 2016-0123

Project Description Traffic Signal Installation at Los Angeles St. and Hornbrook Ave.

Approximate Construction Dates From to Contract Date: May, 2016 Complete Date: February, 2017

Agency Name City of Baldwin Park

Contact Person Mr. Jesus Saenz, Department Asst. Telephone (626)960.4011

Original Contract Amount \$ 196,996.00 Final Contract Amount \$ 204,162.19

If final amount is different from original, please explain (change orders, extra work, etc.)

CCO

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

Not Applicable

2

Project Name/Number N/A

Project Description Citywide Traffic Signal Upgrades and Modifications

Approximate Construction Dates From August, 2015 to July, 2016

Agency Name City of Lawndale

Contact Person Mr. Miguel Alvarez Telephone (310) 973.3265

Original Contract Amount \$ 636,036.00 Final Contract Amount \$ 692,639.87

If final amount is different from original, please explain (change orders, extra work, etc.)

CCO

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

Not Applicable

3

Project Name/Number 2013-008

Project Description Two new traffic signal Inst. at Baldwin Park Blvd. at Ohio St & Los Angeles St at La Rica Ave.

Approximate Construction Dates From June, 2015 to December, 2015

Agency Name : City of Baldwin Park

Contact Person Mr. Carlos Aguirre Telephone (626) 813.5206

Original Contract Amount \$ 343,933.00 Final Contract Amount \$ 386,372.15

If final amount is different from original, please explain (change orders, extra work, etc.)

CCO

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

Not Applicable

4

Project Name/Number 2015-06-1B

Project Description Traffic Signal Modification at Base Line Road and Monte Vista Avenue

Approximate Construction Dates From February, 2016 to March, 2016

Agency Name City of Claremont

Contact Person Mr. Vince Ramos Telephone (909) 339-5465

Original Contract Amount \$ 17,007.00 Final Contract Amount \$ 17,007.00

If final amount is different from original, please explain (change orders, extra work, etc.)

Not Applicable

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

Not Applicable

5

Project Name/Number 140817

Project Description Foothill Blvd. at Home Depot Traffic Signal and Cedar Ave. Median Improvements

Approximate Construction Dates From November, 2015 to April, 2016

Agency Name City of Rialto

Contact Person Mr. Eddie Chan Telephone (909) 820.2651

Original Contract Amount \$ \$358,058.00 Final Contract Amount \$ 353,485.57

If final amount is different from original, please explain (change orders, extra work, etc.)

CCO

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

Not Applicable

6

Project Name/Number N/A

Project Description Traffic Signal Modification on Palos Verdes Dr. N. & Rolling Hills Rd. /Portuguese Bend Rd.

Approximate Construction Dates From July, 2016 to July, 2017

Agency Name City of Rolling Hills

Contact Person Ms. Hope Nolan Telephone (310) 377.1577

Original Contract Amount \$ 199,899.00 Final Contract Amount \$ 235,507.62

If final amount is different from original, please explain (change orders, extra work, etc.)

CCO

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

Not Applicable

Attach additional sheets if necessary.

Upon request, the Contractor may be required to attach a financial statement and other information sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.

DESIGNATION OF SURETIES

Bidders name PTM General Engineering Services, Inc.

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

Bonding Agent: C&D Bonding 534 E. Badillo St. Covina, CA 91723 Mr. Philip E. Vega Tel. No. (626) 859.1000 Email: phil@cndbonding.com

Bonding Carrier: International Fidelity Insurance Company 2400 E. Katella Ave. #250 Anaheim, CA 92806 Tel. No. (714) 602.9170

Commercial Insurance: McRae & Associate Insurance Services 1265 N. Manessero

Ste. 303 Anaheim, CA 92807 Tel. No. (714) 779.6999

ACKNOWLEDGEMENT OF ADDENDA

Bidders name PTM General Engineering Services, Inc.

The bidder shall signify receipt of all Addenda here, if any:

Addendum No.	Date Received	Signature

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bidders Name PTM General Engineering Services, Inc.

Record Last Five (5) Full Years
Current Year of Record

	Current Year of Record	2017	2016	2015	2014	2013	Total	Year 2018
No. of contracts		27	14	24	18	38	121	1
Total dollar Amount of Contracts (in Thousands of \$)		10.0M	10.0M	5.4M	5.2	5.2M	35.8M	Less than 500,000
No. of fatalities		0	0	0	0	0	0	0
No. of lost Workday Cases		0	2	0	1	2	5	0
No. of lost workday cases involving permanent transfer to another job or termination of employment		1	0	0	0	0	1	0

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder PTM General Engineering Services, Inc.



Business Address: 5942 Acorn St. Riverside, CA 92504

Business Tel. No.: (951) 710-1000 Fax: (951) 710.1006

State Contractor's License No. and Classification: 891265 Class: A;C10

Title Elizabeth H. Mendoza de McRae President/ CFO

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of bidder		Elizabeth H. Mendoza de McRae
Date		02.04.2018
Title		President/ CFO
Signature of bidder		Brian Mendoza
Date		02.04.2018
Title		Vice President/ Secretary
Signature of bidder		
Date		
Title		
Signature of bidder		
Date		
Title		

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by notarized signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners/joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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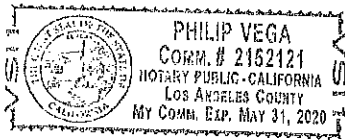
State of California)
County of LOS ANGELES)

On 2/4/18 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared ELIZABETH H. MENDOZA de McRAE
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.



Signature [Handwritten Signature]
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: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

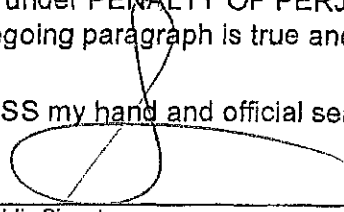
County of Riverside }

On 2/14/18 before me, Elizabeth H. M. McRae, Notary Public
(Here insert name and title of the officer)

personally appeared Brian Mendoza
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.

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WITNESS my hand and official seal.




Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
Vice President/Secretary
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California)SS.

County of Los Angeles)

**) ** PTM General Engineering Services, Inc.

Elizabeth H. Mendoza de McRae, being first duly sworn, deposes and says that he or she is President/ CFO of ** , the party making the foregoing bid, in accordance with Public Contracts Code Section 7106, declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dale Avenue and Chanticleer Road Traffic Signal

Project Name:
PTM General Engineering Services, Inc.

Legal Business Name of Bidder
5942 Acorn St. Riverside, CA 92504

Business Address
(951) 710.1000 Fax: (951) 710.1006

Business Tel. No.
Elizabeth H. Mendoza de McRae

Signature of bidder
President/ CFO

Title
02.04.2018

Date:  Brian Mendoza

Signature of bidder
Vice President/ Secretary

Title
02.04.2018

Date:

Subscribed and Sworn to before me on

(Notary Seal)

Signature _____
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of LOS ANGELES)

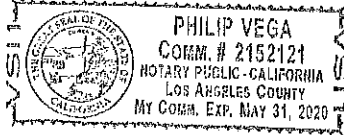
On 2.4.18 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ELIZABETH H. MENDOZA de McRAE
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.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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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: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Riverside }

On 2.4.18 before me, Elizabeth H. M. McRae, Notary Public
(Here insert name and title of the officer)

personally appeared Brian Mendoza
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.



Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
Vice President/Secretary
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

LIST OF SUBCONTRACTORS TO ACCOMPANY PROPOSAL

In compliance with the provisions of Public Contract Code Section-4104, the undersigned bidder submitting this bid proposal sets forth the name, place of business and the portion of the work to be performed by: (1)-each subcontractor who will perform work or labor or render service to the bidder (as general contractor) in or about the construction of the work or improvement; and (2)-each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid or, in the case of bids or offers for the construction of streets, highways or bridges, in excess of one-half of one percent of the bidder's total bid.

Subcontractor's Name, Address, Telephone #	Bid Item Number	Percent Of Total Bid	Description of Work	Percent of Total Bid
PCI 975 W. 1 st St. Azusa CA, 91702 License No: 823802 Exp: 9.30.17 Class: C32, D42 Tel: 562.218.0504 Fax: 562.218.0634 Contact: Evan Gurney egurney@lineppcl.com DIR: 1000005687 Exp: 06.30.2018	#4	4.9	<i>Pln of Sign & Stripe</i>	4.9 %

Bond No. BBSU

Bond Premium NONE

BID BOND
TO ACCOMPANY PROPOSAL

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Stanton, has issued an invitation for bids for the work described as follows:
DALE AVENUE AND CHANTICLEER ROAD TRAFFIC SIGNAL

WHEREAS PTM GENERAL ENGINEERING SERVICES, INC.
5942 ACORN ST. RIVERSIDE, CA 92504

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and INTERNATIONAL FIDELITY INSURANCE
COMPANY
2400 E. KATELLA AVE. #250, ANAHEIM, CA 92806

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of TEN PERCENT OF AMOUNT BID

Dollars (\$ 10%), being not less than ten percent (10%) of the total bid price, in 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.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: JANUARY 16TH, 2018

"Principal"

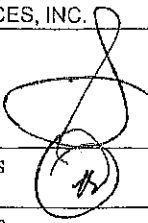
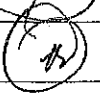
"Surety"

PTM GENERAL ENGINEERING

INTERNATIONAL FIDELITY

SERVICES, INC.

INSURANCE COMPANY

By:  Elizabeth H. Mendoza de McRae
PRESIDENT/CFO
By:  Brian Mendoza
VICE PRESIDENT/SECRETARY
Its _____
By: _____
Its _____

By:  PHILIP E. VEGA
ATTORNEY-in-FACT
Its _____
By: _____
Its _____

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KEVIN E. VEGA, BRITTON CHRISTIANSEN, PHILIP E. VEGA, MYRNA SMITH

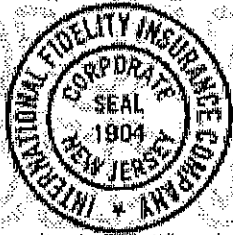
Covina, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under, and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

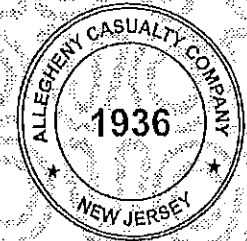
"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke, the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2017:



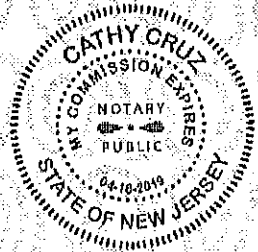
STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2017, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

16th day of January, 2018

MARIA BRANCO, Assistant Secretary

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)

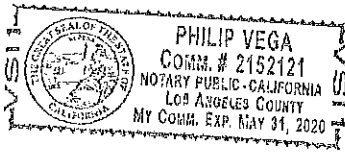
On 2/4/18 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared ELIZABETH H. MENDOZA de McRAE
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.



Signature [Handwritten Signature]
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: _____

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California)

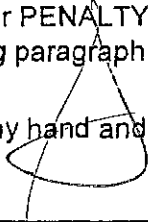
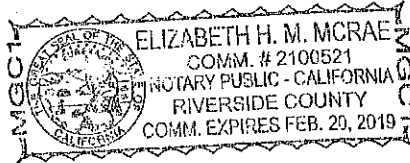
County of Riverside)

On 2/4/18 before me, Elizabeth H. M. McRae, Notary Public
(Here insert name and title of the officer)

personally appeared Brian Mendoza
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.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
Vice President/Secretary
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of LOS ANGELES)

On JAN 16 2018 before me, KEVIN EDWARD VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared PHILIP E. VEGA
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.

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Signature of Notary Public

Place Notary Seal Above

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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: _____

PREBID SITE INSPECTION CERTIFICATION

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside Contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

BIDDER:

PTM General Engineering Services, Inc.

5942 Acorn St. Riverside, CA 92504

Date: 02.04.2018

Persons who inspected site of the proposed work for your firm:

Name Brian Mendoza

Date of Inspection 02.04.2018

Title Vice President/ Secretary

Name _____

Date of Inspection _____

Title _____

Brian Mendoza
P.O. Box 7745 Riverside CA, 92513-7745
Email: brian@ptm-eng.com Call 951.722.5755

Chief Estimator and Supervisor of Outside Operations

Supervisor of Outside operations with over 18 years of experience electrician with over 20 years of experience. An effective communicator and team leader, experienced in coordinating and executing large and fast paced projects.

CAREER EXPERIENCE

Freeway Electric/ PTM Engineering Services, Inc. Riverside CA
06/2006 to Date

Chief Estimator/Supervisor of Outside Operations

In charge of managing the estimating department and finalizing bid packages: coordinating the beginning phase of an awarded project between the company and agency. Project submittals, contract review. Coordinated and manage crews California region: handled various sized projects ranging in size from \$1,000 to \$4.5 million dealing with dry utilities, wet utilities, traffic signals, and road improvements, maintained coordination Freeway Electric / PTM General Engineering and subcontractor, and project owners. In charge of handling project's administrative work: monthly gross estimates, project progress schedule, materials requisitions, contract change order negotiations and equipment purchase and rental.

High Light Electric Inc. / Pete & Sons Construction Inc. Riverside, CA
10/1995 to 06/2006

Chief Estimator

In charge of managing the estimating department and finalizing bid packages Coordinating the beginning phase of an awarded project between the company and agency or prime contractor that include project submittals, contract review. Successfully bid on projects totaling \$12 million with an average spread 6%.

Area Supervisor

Coordinated and manage 10 crews consisting of 6 members per team in the southern California region: handled various sized projects ranging in size from \$1,000 to \$4.5 million dealing with dry utilities, wet utilities, traffic signal, and road improvements. Maintained coordination between High Light Electric Inc. and subcontractor, general contractor and project owners In charge of handling project's administrative work: monthly gross estimates, project progress schedule, materials requisitions, contract change order negotiations and equipment purchase and rentals.

Brian Mendoza

CAREER EXPERIENCE CONTINUED

MBE Electric, Inc. in Riverside, CA

10/1989 TO 10/1995

Vice President and Head of Outside Operations

Manage outside operations for all projects ranging in size from & 1,000 to 2.5 million. Headed an around the clock electric crew and coordinated with CC Meyers to repair the I-10 Santa Monica Freeway after it collapsed during the 1994 Northridge Earthquake to complete the fast paced project in 66 days. Maintain coordination between MBB Electric and subcontractors, general contractor and project owners: implemented and enforced safety guidelines. Handled administrative work: monthly progress estimates, material requisitions, contract change order negotiations.

Vasco Corporation in San Fernando, CA

10/1987 to 06/1989

Foreman (Part Time)

Managed day to day operations of work crews and various project ranging in size from \$1,000 to \$5,000 in Eastern Los Angeles County: traffic signals, street lighting, signal interconnect.

Raymore Electric in Rosemead, CA

06/1986 to 10/1987

Crew Lender (Part Time)

In charge of working crews on projects that ranging from \$25,000 to 250,000 throughout Los Angeles County.

WORKING SKILLS

- Capable of operating heavy equipment such as skip loaders, cranes, and backhoes
- Hands-on experience with hand tools and power tools
- Capable of overseeing fast-paced and high profile project
- An effective communicator and leader

EDUCATION

- International Brotherhood of Electrical Workers
- Completed training course (1988-1989) in street lighting and traffic signal installations, code enforcement and blue print reading.
- South Gate High School
- Received High School Diploma in 1988

CONTINUED

LANGUAGES

- English (Native)
- Spanish (Fluent)

AWARD RECEIVED

- Recipient of the U.S. Small Business "Young Entrepreneur of the year" Award in 1996, nationally.
- Recipient of the Certificate of Recognition by the City of Los Angeles for "Small Business" in 1997.
- Recipient of the Certificate of Recognition by the State Assembly, Assemblyman Mr. Rod Pacheco, for the "Top 500 Inland Empire Small Business" in 1997.
- Ranked among the "Top 500 Inland Empire Hispanic Owned Companies" Since 1997.
- Certification of Appreciation for our participation and maximization in the "Century Freeway Affirmative Action" by CFAAC

PROFESSIONAL AND PERSONAL REFERENCES

Caltrans project#071224U4 (Electrical contract amount \$4.5 million)

Description of project: Installation of traffic signals, ramp metering, sign illumination, Highway Lighting, Fiber optic communication and electrical irrigation along the I-10 Freeway in Los Angeles County.

- Doug Dawson – Project Manager for prime contractor, Balfour Beatty Cell (949) 232-3276 and Office (909) 397-8040.
- Patty Galvan – Resident Engineer, Office (909) 594-4270
- Veronica Ross – Electrical Inspector, Cell (714) 606-6311

REFERENCES CONTINUED

City of Redlands Contract #208300-72304/41008 (Electrical contract amount is \$218,800) project Completed in 2003

Description of project: Installation of traffic signals, modification of ramp metering, lighting and sign illumination.

- Bill Hensley – Senior Civil Engineer – Office (909) 798-7586 ext.2
- Juan Olvera – Project Manager for general contractor, H&H Construction – Cell (951) 453-7712 and Office (909) 473-7331.

Caltrans project #08-4567V4) Electrical contract amount is \$ 938,238) project completed in 2005 Description of project: Installation of lighting system along the I-15 Freeway in San Bernardino County.

- Gary Vogel – Project Manager for prime contractor, Granite Construction Cell: (661) 549-3953 and Office (661) 726-4447.

Sandbag Projects, Segment 1, 2, 3 early segment 9, and alder Ave. (Total electrical contract amount was \$3.2 million) Project completed in 2004:

Description of Projects: Installation of traffic signals, ramp metering, sign illumination, highway lighting, fiber optic communication, and electrical irrigation along the I-10 Freeway in San Bernardino County.

- Harold Lantis – Sandbag Contract Manager – Cell: (760) 802-7730 and Office (909) 875-8029 ext.213.
- Tim Hanable – Caltrans Inspector – Cell: (951) 712-0021
- Al Ortega – Project Manager for prime contractor, Yeager Skanska – Cell: (714) 240-5333.

City of Indio Project#ST0137 (Electrical contract amount was \$1.4 million) project completed in 2005.

Description of project: Installation of street lighting system, traffic signals, electrical irrigation, and dry Utilities.

- Gary Bexter – Area Manager for prime contractor, Yeager Skanska Construction Cell: (909) 721-9749 and Office (760) 343-5472.
- Tommy Young – Project Manager for prime contractor – Cell: (951) 232-6618 and Office (760) 343-5472.
- Mehran Sepehri – City Engineer – Cell: (760) 250-2201

Additional Professional References:

- Zale Harris – Caltrans Inspector – Cell: (951) 289-0047
- Ray Robles – Caltrans area supervisor – Cell: (909) 799-0646



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **891265** Firm **CORP**

Business Name **P T M GENERAL ENGINEERING
SERVICES INC**

Classification **A C10 C31 C27 C32 B C61/D42
HAZ C-7 C13 C61/D09**

Expiration Date **02/28/2019** www.cslb.ca.gov



Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	PTM GENERAL ENGINEERING SERVICES INC	1000091433	RIVERSIDE	RIVERSIDE	06/01/2017	06/30/2018

V2.20160101

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Public Records Requests

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CERTIFICATE OF CORPORATE RESOLUTION

I, Brian Mendoza, Secretary of PTM General Engineering Services, Inc. (Corporation) do hereby certify that at a duly constituted meeting

of the Stockholders and Directors of the Corporation held at the office of the Corporation on December 30, 2007 (year), it was upon motion duly made and seconded, that it be

VOTED: Elizabeth H. Mendoza de McRae, President/CFO OR.... Brian Mendoza, Vice President/Secretary Authorized to sign & execute contracts and submit bids with either one of the corporate officer's signatures.

It was upon further motion made and seconded that it be further VOTED: That Elizabeth H. Mendoza de McRae, President/CFO OR.... Brian Mendoza, Vice President/Secretary in the capacity as of the

Corporation is empowered, authorized and directed to execute, deliver and accept any and all documents and undertake all acts reasonably required or incidental to accomplish the foregoing vote, all on such terms and conditions as he in his discretion deems to be in the best interests of the Corporation.

I further certify that the foregoing votes are in full force this date without rescission, modification or amendment.

Signed this 29th day of January, 2018 (year).

A TRUE RECORD

ATTEST

Brian Mendoza Secretary/Clerk Vice President/Secretary

(Corporate Seal)

PTM General Engineering Services, Inc.
Jobs References 2016

PTM Job No: P16-01 Owner Job No: 172 Job Location: Cypress, CA
Description of Work: Installation of Rectangular Rapid Flashing Beacon Systems
Owner: City of Cypress Contact: Mr. Kamran Dadbeh, City Engineer
Address: 5275 Orange Ave City/State: Cypress, CA 90630
Telephone: 714.229.6750 Fax No. 714.229.0154 Email: kdadbeh@ci.cypress.ca.us
Contract Date: March, 2016 Date: Completed: In Progress
Contract Value: \$101,999.00 End Value: In progress

PTM Job No: P16-03 Owner Job No: Contract No. 08-1H0804 Job Location: San Bernardino, CA
Description of Work: At the Intersection of Rte. 66 and 4th St. Replacement
& Relocation of Electrical Equipment & Concrete Work
Owner: Department of Transportation Contact: Chee Ong, Project Manager
Address: 1727 30th St. City/State: Sacramento, CA 95816
Telephone: 909.383.6417 Fax No. 909.383.6472 Email: chee.ong@dot.ca.gov
Contract Date: March, 2016 Complete Date: In Progress
Contract Value: \$280,000.00 End Value: In progress

PTM Job No: P16-04 Owner Job No: 2016-0123 Job Location: Baldwin Park, CA
Description of Work: Traffic Signal Installation at Los Angeles St. and Hornbrook Ave.
Owner: City of Baldwin Park Contact: Mr. Jesus Saenz, Department Asst.
Address: 14403 East Pacific Ave City/State: Baldwin Park, CA 91706
Telephone: 626.960.4011 ext. 459 Fax No. 626.962.2625 Email: jsaenz@baldwinpark.com
Contract Date: May, 2016 Complete Date: February, 2017
Contract Value: \$196,996.00 End Value: \$204,162.19

PTM Job No: P16-05 Owner Job No: IFB 15-058 Job Location: Riverside, CA
Description of Work: Rapid Link Bus Stop Project
Owner: Riverside Transit Agency Contact: Mr. Robert Wyman, Contract Administrator
Address: 1825 Third St. City/State: Riverside, CA 92517
Telephone: 951.565.5190 Fax No. 951.565.5001 Email: rwyman@riversidetransit.com
Contract Date: May, 2016 Complete Date: March, 2017
Contract Value: \$2,630,900.00 End Value: \$2,681,079.21

PTM Job No: P16-06 Owner Job No: 12A1651 Job Location: Orange, CA
Description of Work: Electrical Repair & Replacement Service
Owner: Department of Transportation Contact: Ms. Kathleen Stonetakai, Contract Analyst
Address: 1727 30th Street, MS-65 City/State: Sacramento, CA 95186
Telephone: 916.227.6124 Fax No. 916.227.6155 Email: Kathleen.stonetakai@dot.ca.gov
Contract Date: July, 2016 Complete Date: In Progress
Contract Value: \$261,837.50 End Value: In Progress

PTM Job No: P16-07 Owner Job No: 21020 Job Location: Rosemead, CA
Description of Work: Hellman/Del Mar Intersection Improvement Project
Owner: City of Rosemead Contact: Mr. Rafael Fajardo, P.E.
Address: 8838 E. Valley Blvd. City/State: Rosemead, CA 91770
Telephone: 626.569.2151 Fax No. 626.307.9218 Email: rfajardo@cityofrosemead.org
Contract Date: June, 2016 Complete Date: In Progress
Contract Value: \$593,395.00 End Value: In Progress

DTM General Engineering Services, Inc.
Jobs References 2016

PTM Job No: P16-08 Owner Job No: 2372 Job Location: Westminster, CA
Description of Work: Traffic Signal Modification Westminster Blvd and Olive St.
Owner: City of Westminster Contact: Ms. Veronica Johnson Sr. Administrative Asst. Public Work/Eng.
Address: 8200 Westminster Blvd. City/State: Westminster, CA 92683
Telephone: 714.548.3463 Fax No. 714.895.4499 Email: vejohanson@westminster-ca.gov
Contract Date: January, 2017 Complete Date: In Progress
Contract Value: \$149,991.00 End Value: In Progress

PTM Job No: P16-09 Owner Job No: 08A2637
Job Location: Various Locations in Riverside & San Bernardino County in CA.
Description of Work: Electrical Services Pedestal Replacement Services
Owner: Department of Transportation Contact: Mr. Kasen Knight, Contract Analyst
Address: 1727 30th Street City/State: Sacramento, CA 95816
Telephone: 916.227.6028 Fax No. 916.227.6138 Email: Kasen.knight@dot.ca.gov
Contract Date: November, 2016 Complete Date: June, 2017
Contract Value: \$40,599.99 End Value: \$40,599.99

PTM Job No: P16-10 Owner Job No: Agreement #A17018, Po # 1700031481700336
Job Location: Whittier, CA
Description Work: Street Lighting Improvements for Washington Blvd. & Whittier Blvd. @ Various Locations and J.R.W.L.
Owner: City of Whittier Contact: Mr. Carl Hassel, P.E.
Address: 13230 E. Penn St. City/State: Whittier, CA 90602
Telephone: 562.567.9302 Fax No. 562.567.2874 Email: chassel@cityofwhittier.org
Contract Date: February, 2017 Complete Date: In Progress
Contract Value: \$1,147,114.00 End Value: In Progress

PTM Job No: P16-11 Owner Job No: SJ-326 Job Location: San Jacinto, CA
Description Work: Sanderson Ave. & Ramona Blvd. Signalization Project.
Owner: City of San Jacinto Contact: Gary Nguyen Engineer
Address: 595 S. San Jacinto Ave. City/State: San Jacinto, CA 92583
Telephone: (951)654.3592 Fax No. (951)654.3672 Email: gary@trilakeconsultans.com
Contract Date: January, 2017 Complete Date: In Progress
Contract Value: \$264,240.00 End Value: In Progress

PTM Job No: P16-12 Owner Job No: SJ-380; HSIPL 5075(15) Job Location: San Jacinto, CA
Description Work: San Jacinto Pedestrian Upgrade.
Owner: City of San Jacinto Contact: Mr. Harbib Motlaah, City Eng.
Address: 595 S. San Jacinto Ave. City/State: San Jacinto, CA 92583
Telephone: (951)654.3672 Fax No: (951)654.3672 Email: gary@trilakeconsultans.com
Contract Date: January, 2017 Complete Date: In Progress
Contract Value: \$227,272.00 End Value: In Progress

DTM General Engineering Services, Inc.
Jobs References 2015

PTM Job No: P15-01 Owner Job No.: 1958 Job Location: Montebello, CA
Description of Work: Montebello Way Traffic Signal Improvements from Mines Ave. to Olympic Blvd.
Owner: City of Montebello Contact: Mr. Hormoz Vahid
Address: 1600 W. Beverly Blvd. Montebello, CA 90640
Telephone: 323.887.1470 Fax: Email: HVahid@cityofmontebello.com
Contract Date: November, 2015 Completed Date: In Progress
Contract Value: \$692,039.00 End Value: In Progress

PTM Job No: P15-05 Owner Job No.: None Job Location: Lawndale, CA
Description of Work: Citywide Traffic Signal Upgrades and Modifications
Owner: City of Lawndale Contact: Mr. Miguel Alvarez
Address: 14717 Burin Ave. Lawndale, CA 90260
Telephone: 310.973.3265 Fax: 310.793.2813 Email: malvarez@lawndalecity.org
Contract Date: August, 2015 Completed Date: July, 2016
Contract Value: \$636,036.00 End Value: \$692,639.87

PTM Job No: P15-06 Owner Job No.: 2013-008 Job Location: Baldwin Park, CA
Description of Work: Two new traffic signal Inst. at Baldwin Park Blvd. at Ohio St & Los Angeles St at La Rica Ave.
Owner: City of Baldwin Park Contact: Mr. Carlos Aguirre
Address: 14403 E. Pacific Ave. Baldwin Park, CA 91706
Telephone: 626.813.5206 Fax: 626.962.2625 Email: caaguirre@baldwinpark.com
Contract Date: June, 2015 Completed Date: December, 2015
Contract Value: \$343,933.00 End Value: \$386,372.15

PTM Job No: P15-07 Owner Job No.: 15-008 Job Location: Riverside, CA
Description of Work: Bus Ramp Project
Owner: RTA Contact: Mr. Rob Wyman
Address: 1825 Third Street Riverside, CA 92507
Telephone: 951.565.5000 Fax: 951.565.5001 Email: rwyman@riversidetransit.com
Contract Date: June, 2015 Completed Date: June, 2015
Contract Value: \$38,038.00 End Value: \$38,038.00

PTM Job No: P15-08 Owner Job No.: 14/15-05 Job Location: La Canada Flintridge, CA
Description of Work: Traffic Signal Improvements Foothill Blvd. and Cornishon Ave.
Owner: City of La Canada Flintridge Contact: Mr. Nasser Shoushtarian
Address: 1327 Foothill Blvd. La Canada Flintridge, CA 91011
Telephone: 818.790.8882 Fax: 818.790.7536 Email: nasser.sh@lcf.ca.gov
Contract Date: June, 2015 Completed Date: October, 2015
Contract Value: \$87,787.00 End Value: \$80,921.75

PTM General Engineering Services, Inc.
Jobs References 2015

PTM Job No: P15-09 Owner Job No.: 140817 Job Location: Rialto, CA
Description of Work: Foothill Blvd. at Home Depot Traffic Signal and Cedar Ave. Median Improvements
Owner: City of Rialto Contact: Mr. Eddie Chan
Address: 335 W. Rialto Ave. Rialto, CA 92376
Telephone: 909.820.2651 Fax: 909.820.2527 E-mail: echan@rialto.ca.gov
Contract Date: November, 2015 Completed Date: April, 2016
Contract Value: \$358,058.00 End Value: \$353,485.57

PTM Job No: P15-11 Owner Job No.: HSIP-5326(017) Job Location: Montclair, CA
Description of Work: Traffic Signal Improvement Project Central Ave. and San Bernardino St.
Owner: City of Montclair Contact: Mr. Steve Stanton
Address: 5111 Benito Street, Montclair, CA 91763
Telephone: 909.625.9444 Fax: 909.621.1584 E-mail: sstanton@cityofmontclair.org
Contract Date: November, 2015 Completed Date: May, 2016
Contract Value: \$206,906.00 End Value: \$209,429.03

PTM Job No: P15-12 Owner Job No.: 14-6799 14-6800 Job Location: Santa Ana, CA
Description of Work: New Traffic Signal on Newhope Street and Camille Street (6799)
Traffic Signal Modification on Newhope Street and Camille Street (6800)
Owner: City of Santa Ana Contact: Mr. Victor So
Address: 20 Civic Center Plaza - M-22 Santa Ana, Ca 92702
Telephone: 714-647-5076 Fax: 714.647.5258 E-mail: vso@santa-ana.org
Contract Date: February, 2015 Completed Date: May, 2017
Contract Value: \$373,973.00 End Value: \$369,386.25

PTM Job No: P15-13 Owner Job No.: 1070115-0081 Job Location: Bell Gardens, CA
Description of Work: Replacement of Internally Illuminated Street Name Signs
Owner: City of Bell Gardens Contact: Mr. Jerome Joaquin
Address: 8327 Garfield Ave. Bell Gardens, CA 90201
Telephone: 626.657.7000 Fax: 626.657.6000 E-mail: jjoaquin@agi.com.co
Contract Date: March, 2016 Completed Date: May, 2016
Contract Value: \$327,027.00 End Value: \$331,187.43

PTM Job No: P15-14 Owner Job No.: 2015-05 Job Location: Rosemead, CA
Description of Work: Garvey Avenue - Highway Safety Project
Owner: City of Rosemead Contact: Mr. Sean Sullivan
Address: 8838 E. Valley Blvd. Rosemead, CA 91770
Telephone: 626.569.2117 Fax: E-mail: ssullivan@cityofrosemead.org
Contract Date: October, 2015 Completed Date: July, 2016
Contract Value: \$479,079.00 End Value: \$519,266.00

DTM General Engineering Services, Inc.
Jobs References 2015

PTM Job No: P15-15 Owner Job No.: CIP 0017 Job Location: Wildomar, CA
Description of Work: Clinton Keith Road/Hidden Springs Rd. Traffic Signal Southbound Left Turn Modification
Owner: City of Wildomar Contact: Mr. Matt Bennett
Address: 23873 Clinton Keith Rd. #201 Wildomar, CA 92595
Telephone: 951.677.7751 Fax: 951.698.1463 Email: mbennett@wildomar.org
Contract Date: December, 2015 Completed Date: December, 2015
Contract Value: \$35,935.00 End Value: \$36,110.00

PTM Job No: P15-16 Owner Job No.: None Job Location: Irwindale, CA
Description of Work: Traffic Signal Improvement at Longden Avenue and Myrtle Avenue
Owner: City of Irwindale Contact: Mr. Francisco Carillo
Address: 5050 N. Irwindale Ave. Irwindale, CA 91706
Telephone: 626.430.2210 Fax: 626.430.2295 Email: fcarrillo@ci.irwindale.ca.us
Contract Date: May, 2016 Completed Date: June, 2017
Contract Value: \$218,812.00 End Value: \$267,417.29

PTM Job No: P15-17 Owner Job No.: CC-1485 Job Location: Huntington Beach, CA
Description of Work: Bolsa Chica St. at Bolsa Ave. Traffic signal Modification.
Owner: City of Huntington Beach Contact: Mr. John Griffin
Address: 2000 N. Main St. Huntington Beach, Ca 92648
Telephone: 714.375.5011 Fax: 714.536.5204 Email: jgriffin@surfcity-hq.org
Contract Date: February, 2016 Completed Date: January, 2017
Contract Value: \$130,105.00 End Value: \$135,735.96

PTM Job No: P15-18 Owner Job No.: 05-1G2804
Job Location: San Luis Obispo, Santa Barbara and Santa Cruz Counties, CA
Description of Work: Modify signals, install countdown and accessible pedestrian signals
Owner: Caltrans Contact: Lilian Bennetzen
Address: 2053 Presiker Lane, Ste. E Santa Maria, Ca 93534
Telephone: 805.441.6935 Fax: 805.922.2511 Email: lilian.bennetzen@dot.ca.gov
Contract Date: May, 2016 Completed Date: April, 2017
Contract Value: \$1,086,896.00 End Value: \$1,112,947.27

PTM Job No: P15-19 Owner Job No.: 9659 Job Location: Paramount, CA
Description of Work: Lighting Improvements at All American Park
Owner: City of Paramount Contact: Sarah Ho
Address: 15300 Downey Ave. Paramount, CA 90723
Telephone: 562.220.2157 Fax: 562.220.2105 Email: sho@paramountcity.com
Contract Date: April, 2016 Completed Date: March, 2017
Contract Value: \$119,911.00 End Value: \$145,836.00

PTM General Engineering Services, Inc.
Jobs References 2015

PTM Job No: P15-20 Owner Job No.: SP-3931 Job Location: Orange, CA
Description of Work: Taft Library & Fire Station #3 Fiber Optic Cable Installation Project
Owner: City of Orange Contact: Matthew Lorenzen
Address: 300 E. Chapman Ave. Orange, Ca 92866
Telephone: 714.744.5566 Fax: 714.744.5573 E-mail: mlorenzen@cityoforange.com
Contract Date: April, 2016 Completed Date: December, 2016
Contract Value: \$218,812.00 End Value: \$210,942.40

PTM Job No: P15-21 Owner Job No.: 07-297204
Job Location: Lynwood & Paramount, CA
Description of Work: For Construction on State Highway in Los Angeles County in Lynwood and Paramount at Route 105/710 Separation
Owner: Caltrans Contact: Edgar Herrera
Address: 18730 S. Wilmington Ave. Ste. 103 Rancho Dominguez, Ca 90220
Telephone: 310.609.0264 ext. 251 Fax: E-mail: edgar.herrera@dot.ca.gov
Contract Date: September, 2015 Completed Date: In progress
Contract Value: \$3,199,199.00 End Value: In Progress

PTM Job No: P15-22 Owner Job No.: N/A Job Location: Rolling Hills, CA
Description of Work: Traffic Signal Modification on Palos Verdes Dr. N. & Rolling Hills Rd. / Portuguese Bend Rd.
Owner: City of Rolling Hills Contact: Ms. Hope Nolan
Address: 4045 Palos Verdes Dr. N. Rolling Hills Estates, Ca 90274
Telephone: 310.377.1577 Ext. 107 Fax: 310.377.4468 E-mail: hopen@rollinghillsestate.ca.gov
Contract Date: July, 2016 Completed Date: July, 2017
Contract Value: \$199,899.00 End Value: 235,507.62

PTM Job No: P15-23 Owner Job No.: 2015-06-1B Job Location: Claremont, CA
Description of Work: Traffic Signal Modification at Base Line Road and Monte Vista Avenue
Owner: City of Claremont Contact: Mr. Vince Ramos
Address: 207 Harvard Ave. Claremont, CA 91711
Telephone: 909.399.5465 Fax: 909.399.5492 E-mail: vramos@ci.claremont.ca.us
Contract Date: February, 2016 Completed Date: March, 2016
Contract Value: \$17,007.00 End Value: \$17,007.00

PTM Job No: P15-24 Owner Job No.: TS-1602 Job Location: Indio, CA
Description of Work: Jefferson Street at Dunbar Drive Traffic Signal
Owner: City of Indio Contact: Eric Wreck
Address: 100 Civic Center Mall, Indio, CA 92201
Telephone: 760.625.1838 Fax: 760.391.6429 E-mail: eweck@indio.org
Contract Date: May, 2016 Completed Date: December, 2016
Contract Value: \$231,132.00 End Value: \$212,022.00

PTM General Engineering Services, Inc.
Jobs References 2014

PTM Job No: P14-01 Owner Job No.: SPEC 205 Job Location: Malibu, CA
Description of Work: Rte. 1 Pacific Coast Highway Intersection Improvements
Owner: City of Malibu Contact: Mr. Arthur Aladjadjian
Address: 23825 Stuart Ranch Road City/State: Malibu, CA
Telephone: (310)456-2489 Fax No.: (310)317-0950
Contract Date: February, 2013 Completed Date: August, 2014
Contract Value: \$149,049.00 End Value: \$208,832.31

PTM Job No: P14-02 Owner Job No.: 12A1522 EA 12-0N1014
Job Location: Huntington Beach, CA
Description of Work: Remove Section of Existing Median Island and Reconstruct Median Nose at Rte. 39 at Chrysler.
Owner: Department of Transportation Contact: Mr. Danh Thai, PE
Address: 1727 30th Street City/State: Sacramento, CA 95816
Telephone: (916)227-6000 Fax No.: (916)227-6155 Email: danh.thai@dot.ca.gov
Contract Date: February, 2014 Completed Date: December, 2014
Contract Value: \$57,576.00 End Value: \$55,575.60

PTM Job No: P14-03 Owner Job No.: 8950 Job Location: San Marino, CA
Description of Work: Traffic Calming Project at Oak Knoll & Monterey Road.
Owner: City of San Marino Contact: Mr. Chuck Richey, Project Manager
Address: 2200 Huntington Drive City/State: San Marino, CA 91108
Telephone: (626)300-0793 Fax No.: (626)300-0709 Email: cityofsanmarino.org
Contract Date: March, 2013 Completed Date: December, 2014
Contract Value: \$92,599.00 End Value: \$92,599.56

PTM Job No: P14-04 Owner Job No.: CIP 331202, Bid No. 14-1006 Job Location: Irvine, CA
Description of Work: Northbound On-Ramp Traffic Signals Improvement at Warner Ave. & Jamboree Rd.
Owner: City of Irvine Contact: Mr. Darrell Hartman
Address: One Civic Center Drive City/State: Irvine, CA 92623
Telephone: (949)724-6000 Fax No.: (949)725-7556 Email: dhsrtman@irvine.ca.us
Contract Date: April, 2014 Completed Date: June, 2015
Contract Value: \$435,064.00 End Value: \$435,064.43

PTM Job No: P14-05 Owner Job No.: 227-58069, SR2SL-5070 (023) Job Location: Pomona, CA
Description of Work: Traffic Modification at Lexington from Garey to White Ave.
Owner: City of Pomona Contact: Mr. Ron Chan, PE
Address: 505 S. Garey Ave. City/State: Pomona, CA 91769
Telephone: (909)620-2261 Fax No.: (909)620-2269 Email: Ronald_chan@ci.pomona.ca.us
Contract Date: March, 2014 Completed Date: October, 2015
Contract Value: \$571,209.00 End Value: \$571,209.22

DTM General Engineering Services, Inc.
Jobs References 2014

PTM Job No: P14-06 Owner Job No.: 418-73371 Job Location: Murrieta, CA
Description of Work: Pedestrian Safety Enhancement Project Phase II
Owner: City of Murrieta Contact: Mr. Brian Stephenson, PE
Address: 1 Town Center Square City/State: Murrieta, CA 92562
Telephone: (951)461-6070 Fax No.: (909)461-6049 Email: bstephenson@murrieta.org
Contract Date: April, 2014 Completed Date: October, 2014
Contract Value: \$183,831.00 End Value: \$187,276.25

PTM Job No: P14-07 Owner Job No.: 134-27 Job Location: Orange, CA
Description of Work: Drainage and Street Improvement at Vista Ridge Drive.
Owner: City of Orange Contact: Mr. Matthew Lorenzen, Project Manager
Address: 300 E. Chapman City/State: Orange, CA 92866
Telephone: (714)744-5533 Fax No.: (714)744-5573 Email: mlorenzen@cityoforange.org
Contract Date: April, 2014 Completed Date: Sept., 2014
Contract Value: \$105,187.00 End Value: \$100,634.71

PTM Job No: P14-08 Owner Job No.: C4-0055 Job Location: County of Riverside, CA
Description of Work: Traffic Signal Lighting Project in the Community of French Valley Briggs Rd. on Board Rd.
Owner: County of Riverside Contact: Mr. Joel Jimenez, Project Manager
Address: 3325 14th Street City/State: Riverside, CA 92504
Telephone: (951)955-1537 Fax No.: (951)955-3164 Email: jjjimenez@rtlma.org
Contract Date: April, 2014 Completed Date: Feb., 2015
Contract Value: \$179,132.00 End Value: \$179,132.31

PTM Job No: P14-09 Owner Job No.: City Project No. 13-20 Job Location: Costa Mesa, CA
Description of Work: Illuminated Crosswalk Project Placentia Ave. at 20th St.
Owner: City of Costa Mesa Contact: Mr. Thomas Banks, PE
Address: 77 Fair Drive City/State: Costa Mesa, CA 92628
Telephone: (714)754-5355 Fax No.: (714)754-5028 Email: tom.banks@costamesaca.gov
Contract Date: June, 2014 Completed Date: In Progress
Contract Value: \$130,990.00 End Value: \$134,753.76

PTM Job No: P14-11 Owner Job No.: City Project No. 13-13, Federal Project No. HSIPL-5312 (085)
Job Location: Costa Mesa, CA
Description of Work: Traffic Signal Modification Sun Flower Ave. at Anton Blvd.
Owner: City of Costa Mesa Contact: Mr. Thomas Banks, PE
Address: 77 Fair Drive City/State: Costa Mesa, CA 92628
Telephone: (714)754-5355 Fax No.: (714)754-5028 Email: tom.banks@costamesaca.gov
Contract Date: May, 2014 Completed Date: In progress
Contract Value: \$238,823.00 End Value: \$256,200.00

PTM General Engineering Services, Inc.
Jobs References 2014

PTM Job No: P14-12 Owner Job No.: 3-R-13 Job Location: La Habra, CA
Description of Work: Annual Sidewalk and Wheelchair Improvement Project at Various Locations.
Owner: City of La Habra Contact: Mr. Christopher Johansen, Project Manager
Address: 201 E. La Habra Drive City/State: La Habra, CA 90631
Telephone: (562)383-4151 Fax No.: (562)383-4476 Email: engineering@lahabracal.gov
Contract Date: May, 2014 Completed Date: December, 2014
Contract Value: \$182,383.00 End Value: \$182,382.60

PTM Job No: P14-13 Owner Job No.: None Job Location: Stanton, CA
Description of Work: Traffic Signal Improvements at Beach Blvd. & Village Ctr. Drive.
Owner: City of Stanton Contact: Ms. Stephanie Camorlinga, Eng. Asst.
Address: 7800 Katella Avenue City/State: Stanton, CA 90680
Telephone: (714)890-4204 Fax No.: (714)890-1443 Email: scamorlinga@ci.stanton.ca.us
Contract Date: June, 2014 Completed Date: In Progress
Contract Value: \$388,888.00 End Value: \$446,168.24

PTM Job No: P14-14 Owner Job No.: Project No. 11-354 CIP 8438
Job Location: Murrieta, CA
Description of Work: Traffic Signal Installation at Alta Murrieta & Whitewood.
Owner: City of Murrieta Contact: Mr. Brian Stephenson, PE
Address: 1 Town Center Square City/State: Murrieta, CA 92562
Telephone: (951)461-6070 Fax No.: (909)461-6049 Email: bstephenson@murrieta.org
Contract Date: August, 2014 Completed Date: June, 2015
Contract Value: \$248,951.00 End Value: \$248,951.03

PTM Job No: P14-15 Owner Job No.: C2M14-39 Job Location: Alhambra, CA
Description of Work: Traffic Signal and Highway Safety Lighting System at Garfield Ave. & Talmage Burke Way.
Owner: City of Alhambra Contact: Ms. Amanda Eitel
Address: 111 South First Street City/State: Alhambra, CA 92562
Telephone: (626)570-5062 Fax No.: (626)458-4201 Email: aeitel@cityofalhambra.org
Contract Date: July, 2014 Completed Date: May, 2015
Contract Value: \$106,757.00 End Value: \$166,757.00

PTM Job No: P14-16 Owner Job No.: 21242; Federal No. HSIPL-5351(023)
Job Location: Pico Rivera, CA
Description of Work: Traffic Signal Safety Improvements
Owner: City of Pico Rivera Contact: Mr. Jose Loera
Address: 6615 Passons Blvd. City/State: Pico Rivera, Ca 92503
Telephone: (562)801-4350 Fax No.: (562)949-7506 Email: jloera@picorivera.org
Contract Date: June/2014 Completed Date: August 2014
Contract Value: \$1,937,510.68 End Value: \$1,937,510.68

PTM General Engineering Services, Inc.

Jobs References 2014

PTM Job No: P14-17 Owner Job No.: 14-041 Job Location: Moreno Valley, CA

Description of Work: Mall Stop Enhancements Project in Moreno Valley.

Owner: Riverside Transit Agency (RTA) Contact: Mr. Andrew Frost

Address: 1825 Third St. City/State: Riverside, CA 92507

Telephone: (951)565-5190 Fax No.: (951)565-5191 Email: afrost@rivertidetransit.com

Contract Date: September, 2014 Completed Date: August, 2014

Contract Value: \$599,662.00 End Value: \$596,662.85

PTM Job No: P14-18 Owner Job No.: 227-58070 Job Location: Pomona, CA

Description of Work: Traffic Signal Poles Relocation at Fairplex Drive.

Owner: City of Pomona Contact: Mr. Ron Chan, PE

Address: 505 S. Garey Ave. City/State: Pomona, CA 91769

Telephone: (909)620-2261 Fax No.: (909)620-2269 Email: Ronald_chan@ci.pomona.ca.us

Contract Date: November, 2014 Completed Date: April, 2015

Contract Value: \$15,854.00 End Value: \$15,854.00

DTM General Engineering Services, Inc.
Jobs References 2013

PTM Job No: P13-01 Owner Job No.: C2-0151 Job Location: Thousand Palms, CA
Description of Work: Traffic Signal and Lighting Project @ Ramona Road & Monterrey Ave. & Sierra Del Sol.
Owner: County of Riverside Contact: Mr. Joel Jimenez/Project Manager
Address: 3525 14th Street City/State: Riverside, CA 92501
Telephone: (951) 955-6780 Fax No.: (951) 955-3464 E-mail: jjimenez@dtlma.org
Contract Date: April, 2013 Completed Date: December, 2013
Contract Value: \$244,021.60 End Value: \$236,451.70

PTM Job No: P13-02 Owner Job No.: 41063 Job Location: Redlands, CA
Description of Work: Pedestrian Safety Improvements at Redlands, Cope & McKinly.
Owner: City of Redlands Contact: Mr. Jason Montgomery/PE
Address: 35 Cajon St. Suite 4 City/State: Redlands, CA 92373
Telephone: (909) 798-7584 Ext. 5 Fax No.: (909) 798.7670 E-mail: jmontgomery@cityofredlands.org
Contract Date: April, 2013 Completed Date: October, 2013
Contract Value: \$39,760.00 End Value: \$39,760.08

PTM Job No: P13-03 Owner Job No.: Contract No. 12A1475 Job Location: Orange County, CA
Description of Work: Upgrade Traffic Signals and Related Electrical Components at Bolsa Chica State Road.
Owner: Department of Transportation Contact: Mr. Dahn Thai/PE
Address: 1727 30th Street City/State: Sacramento, CA 95186
Telephone: (916) 227-6000 Fax No.: (916) 227-6155 E-mail: danh.thai@dot.ca.gov
Contract Date: February, 2013 Completed Date: December, 2014
Contract Value: \$134,884.00 End Value: \$134,884.38

PTM Job No: P13-04 Owner Job No.: None Job Location: Inglewood, CA
Description of Work: Traffic Signal Modification Project at Crenshaw Blvd. & 104th St.
Owner: City of Inglewood Contact: Mr. Alan Mai, PE
Address: One Manchester Blvd. City/State: Inglewood, CA 90301
Telephone: (310) 412-5333 Fax No.: (310) 412-5552 E-mail: amai@cityofinglewood.org
Contract Date: April, 2013 Completed Date: In Progress
Contract Value: \$164,030.00 End Value: \$161,380.13

PTM Job No: P13-05 Owner Job No.: 7125 Job Location: Garden Grove, CA
Description of Work: Traffic Signal Installation and Modifications at Various Locations,
Owner: City of Garden Grove Contact: Mr. Mr. Dai C. Vu, PE
Address: 11222 Acacia Parkway City/State: Garden Grove, CA 92840
Telephone: (714) 741-5189 Fax No.: (714) 741-5578 E-mail: daiv@ci.garden-grove.ca.us
Contract Date: March, 2013 Completed Date: December, 2013
Contract Value: \$575,798.00 End Value: \$575,798.00

DTM General Engineering Services, Inc.
Jobs References 2013

PTM Job No: P13-06 Owner Job No.: 418-73371 Federal Project Id. HSIPL-5070(025)
Job Location: Pomona, CA

Description of Work: Intersection Reconfiguration at Monroe St. & Orange.

Owner: City of Pomona Contact: Mr. Ati Eskandari, PE

Address: 505 South Garey Ave City/State: Pomona, CA 91769

Telephone: (909)620-2261 Fax No.: (909)620-2278 E-mail: adm@cityofpomona.com

Contract Date: May, 2013 Completed Date: December, 2013

Contract Value: \$122,392.00 End Value: \$122,061.00

PTM Job No: P13-07 Owner Job No.: 61095 Job Location: Placentia, CA

Description of Work: Intersection Improvement Project at Rose Dr. & Yorba Linda.

Owner: City of Placentia Contact: Mr. Michael McConaha

Address: 401 E. Chapman City/State: Placentia, CA 92870

Telephone: (714)993-8117 Fax No.: (714)528-4640 E-mail: administration@placentia.org

Contract Date: April, 2013 Completed Date: December, 2013

Contract Value: \$124,533.43 End Value: \$124,533.43

PTM Job No: P13-08 Owner Job No.: CS-0192 Job Location: Vernon, CA

Description of Work: Pedestrian Countdown Head Replacement Project

Owner: City of Vernon Contact: Mr. Samuel Wilson

Address: 4305 Santa Fe Avenue City/State: Vernon, CA 90058

Telephone: (323)583-8811 Ext: 215 Fax No.: (323)826-1435 E-mail: kwilson@ci.vernon.ca.us

Contract Date: May, 2013 Completed Date: January, 2014

Contract Value: \$84,117.00 End Value: \$84,116.68

PTM Job No: P13-09 Owner Job No. 12-6760; Federal Project No. HSIPL-5063(141)

Job Location: Santa Ana, CA

Description of Work: Traffic Signal Modification at McFadden & Lyon.

Owner: City of Santa Ana Contact: Mr. Edward Torres, Assistant Engineer

Address: 20 Civic Center Plaza City/State: Santa Ana, CA 92701

Telephone: (714)647-5680 Fax No.: 714.647.5058 E-mail: etorres@santa-ana.org

Contract Date: May, 2013 Completed Date: July, 2014

Contract Value: \$285,420.00 End Value: \$289,338.00

PTM Job No: P13-10 Owner Job No. CIP 5548 Job Location: Hemet, CA

Description of Work: Safe Routes to School Project

Owner: City of Hemet Contact: Mr. Steve Latino, PE

Address: 445 East Florida Avenue City/State: Hemet, CA 92543

Telephone: (951)765-2348 Fax No.: (951)765-2349 E-mail: Slatino@cityofhemet.org

Contract Date: Sept, 2014 Completed Date: November, 2014

Contract Value: \$9,575.50 End Value: \$9,575.50

DTM General Engineering Services, Inc.
Jobs References 2013

PTM Job No: P13-11 Owner Job No. None Job Location: Riverside, CA
Description of Work: Traffic Signal and Lighting Project at Cajalco Rd. & Alexanders St. in Mead Valley.
Owner: County of Riverside City of Contact: Mr. Joel Jimenez, Project Managed
Address: 3525 14th St. City/State: Riverside, CA 925001
Telephone: (951) 955-6780 Fax No.: (951) 955-3464 Email: jjimenez@dtlma.org
Contract Date: December, 2013 Completed Date: July, 2014
Contract Value: \$334,886.00 End Value: \$329,121.43

PTM Job No: P13-13 Owner Job No.: ESPL 5358 Job Location: Rosemead, CA
Description of Work: Intersection Improvement Projects at Hellman & San Gabriel.
Owner: City of Rosemead Contact: Mr. Rafael Fajardo, PE
Address: 8838 E. Valley Blvd. City/State: Rosemead, CA 91770
Telephone: 626.569.2100 Fax No.: 626.307.9218 Email: rfajardo@cityofrosemead.org
Contract Date: May, 2013 Completed Date: December, 2013
Contract Value: \$482,024.30 End Value: \$458,742.80

PTM Job No: P13-14 Owner Job No.: Contract No. 07A3421 (074T4904)
Job Location: Los Angeles, CA
Description of Work: Electrical
Owner: Department of Transportation Contact: Mr. Javier Guzman, PE
Address: 1727 30th Street City/State: Sacramento, CA 95186
Telephone: (916) 227-6000 Fax No.: (916) 227-6155 Email: javierbguzman@gmail.com
Contract Date: June, 2013 Completed Date: March, 2015
Contract Value: \$203,131.00 End Value: \$194,895.09

PTM Job No: P13-15 Owner Job No.: Contract No. 07A3409 (074T6104)
Job Location: Los Angeles, CA
Description of Work: Electrical Highway Lighting.
Owner: Department of Transportation Contact: Mr. Mike Fardoun, PE
Address: 1727 30th Street City/State: Sacramento, CA 95186
Telephone: 626.339.1601 Ext: 119 Fax No.: (916) 227-6155 Email: mike.fardoun@dot.ca.gov
Contract Date: June, 2014 Completed Date: Jan, 2015
Contract Value: \$26,000.00 End Value: \$26,000.00

PTM Job No: P13-16 Owner Job No.: Federal Project No. HSIFL-5360(012)
Job Location: Lawndale, CA Description of Work: Traffic Signal Modification at Beach & Firmona Ave.
Owner: City of Lawndale Contact: Mr. Miguel Alvarez, PE
Address: 14717 Burin Avenue City/State: Lawndale, CA 90260
Telephone: (310) 973-3265 Fax No.: (310) 644-4556 Email: malvarez@lawndalecity.org
Contract Date: June, 2013 Completed Date: May, 2014
Contract Value: \$160,990.00 End Value: \$160,990.16

DTM General Engineering Services, Inc.
Jobs References 2013

PTM Job No: P13-17 Owner Job No.: None Job Location: Duarte, CA
Description of Work: Traffic Signal and Intersection Improvements Project at Huntington Dr. at Pops Rd.
Owner: City of Duarte Contact: Mr. Rafael Casillas, PE
Address: 1600 Huntington Drive City/State: Duarte, CA 91010
Telephone: (626)357-7931 Fax No.: (626)358-0018 Email: rcasillas@accessduarte.com
Contract Date: June, 2013 Completed Date: May, 2014
Contract Value: \$313,677.00 End Value: \$313,676.92

PTM Job No: P13-18 Owner Job No.: 13-365, CIP NO. 8430 Job Location: Murrieta, CA
Description of Work: Rectangular Flashing Beacon Installation at Nutmeg St. and St. Ralph Dr.
Owner: City of Murrieta Contact: Mr. Brian Stephenson, PE
Address: 1 Town Square City/State: Murrieta, CA 92562
Telephone: (951)304.2489 Ext: 6239 Fax No.: (951)304.2489 Email: bstephenson@murrieta.org
Contract Date: August, 2013 Completed Date: March, 2014
Contract Value: \$30,899.00 End Value: \$30,889.00

PTM Job No: P13-19 Owner Job No.: None Job Location: Riverside, CA
Description of Work: Bus Shelter Project at East Vale and Mead Valley.
Owner: Riverside Transit Agency Contact: Mr. Andrew Frost, Project Manager
Address: 1825 Third Street City/State: Riverside, CA 92517
Telephone: (951)565-5000 Fax No.: (951)565-5001 Email: afrost@riversidetransit.com
Contract Date: June, 2013 Completed Date: November, 2013
Contract Value: \$66,456.00 End Value: \$66,456.00

PTM Job No: P13-20 Owner Job No.: 719 Job Location: Norwalk, CA
Description of Work: Pedestrian Crossing Improvements at Rosecrans Ave. at Crossdale Ave.
Owner: City of Norwalk Contact: Mr. Randy Hillman, Project Manager
Address: 12700 Norwalk Blvd. City/State: Norwalk, CA 90651
Telephone: (562)929-5700 Fax No.: (562)929-5773 Email: rhillman@norwalkca.gov
Contract Date: July, 2013 Completed Date: December, 2013
Contract Value: \$40,548.00 End Value: \$40,548.00

PTM Job No: P13-21 Owner Job No.: 61114 Job Location: Orange, CA
Description of Work: Safe Routes to School at Monroe St.
Owner: City of Placentia Contact: Mr. Michael McConaha, Project Manager
Address: 401 E. Chapman Ave. City/State: Placentia, CA 92870
Telephone: (714)993-8171 Fax No.: (714)528-4640 Email: administration@placentia.org
Contract Date: July, 2013 Completed Date: December, 2013
Contract Value: \$97,699.00 End Value: \$123,324.00

DTM General Engineering Services, Inc.
Jobs References 2013

PTM Job No: P13-22 Owner Job No.: ST-316 Job Location: La Palma, CA
Description of Work: Walker Junior High School Pedestrian Safety Improvements Project from Crescent to La Palma.
Owner: City of La Palma Contact: Mr. Michael Belknap, Community Services Director
Address: 7822 Walker Street City/State: La Palma, CA 90623
Telephone: (714)690-3300 Fax No.: (714)523-2141 E-mail: mikeb@cityoflapalma.org
Contract Date: September, 2013 Completed Date: July, 2014
Contract Value: \$110,707.00 End Value: \$110,706.76

PTM Job No: P13-24 Owner Job No.: 12-14, Federal Project No. HSIP3-5312 (084)
Job Location: Costa Mesa, CA
Description of Work: Intersection Improvements at Victoria St. & Valley Rd. and Pacific Ave.
Owner: City of Costa Mesa Contact: Mr. Tom Banks, PE
Address: 7822 Walker Street City/State: Costa Mesa, CA
Telephone: (714)754-5335 Fax No.: (714)754-5264 E-mail: tom.banks@costamesaca.gov
Contract Date: July, 2013 Completed Date: July, 2015
Contract Value: \$322,416.32 End Value: \$322,415.32

PTM Job No: P13-26 Owner Job No.: 801 0040 70 77
Job Location: Moreno Valley, CA
Description of Work: Fiscal Year 2011/2012 Citywide Pedestrian Enhancements in Moreno Valley CA.
Owner: City of Moreno Valley Contact: Mr. Guy Pegan, PE
Address: 14177 Frederick Street City/State: Moreno Valley, CA 92552
Telephone: (951)413-3115 Fax No.: 951.413.3158 E-mail: guyp@moval.org
Contract Date: August, 2013 Completed Date: August, 2014
Contract Value: \$407,941.00 End Value: \$407,940.50

PTM Job No: P13-27 Owner Job No.: None Job Location: Irwindale, CA
Description of Work: Installation of Speed Table and Street Improvements at Ayon Ave.
Owner: City of Irwindale Contact: Mr. Armando Hegdahl
Address: 5050 North Irwindale City/State: Irwindale, CA 91706
Telephone: (626)430-2200 Fax No.: (626)962-42090
Contract Date: August, 2013 Completed Date: Sept., 2013
Contract Value: \$33,333.00 End Value: \$33,333.00

PTM Job No: P13-28 Owner Job No.: None Job Location: San Bernardino, CA
Description of Work: Sidewalk Project at Almond Ave.
Owner: City of San Bernardino Contact: Mr. Grant C. Mann, Project Manager
Address: 825 East Third Street City/State: San Bernardino, CA 92415
Telephone: (909)387-7920 Fax No.: (909)387-8130
Contract Date: August, 2013 Completed Date: July, 2014
Contract Value: \$154,108.00 End Value: \$154,108.25

DTM General Engineering Services, Inc.
Jobs References 2013

PTM Job No: P13-29 Owner Job No.: 13-COES-511 Job Location: Coronado, CA
Description of Work: Scenic Bike Loop
Owner: City of Coronado Contact: Mr. Marco Mendoza, Eng. Tech.
Address: 1825 Strand Way City/State: Coronado, CA 92118
Telephone: (619)522-7384 Fax No.: (612)522*17320 Email: mmendoza@coronado.cs.us
Contract Date: September, 2013 Completed Date: December, 2014
Contract Value: \$71,804.00 End Value: \$71,803.51

PTM Job No: P13-30 Owner Job No.: 5548 Job Location: Hemet, CA
Description of Work: Safe Routes to School Project at Cawston Ave. & Monlo Ave.
Owner: City of Hemet Contact: Mr. Steve Latino, PE
Address: 445 East Florida Avenue City/State: Hemet, CA 92543
Telephone: (951)765-2362 Fax No.: (951)765-2337 Email: slatino@cityofhemet.org
Contract Date: October, 2013 Completed Date: Aug, 2014
Contract Value: \$645,106.00 End Value: \$645,106.76

PTM Job No: P13-31 Owner Job No.: None Job Location: Colton, CA
Description of Work: Street Improvement Plans, Quiet Zone
Owner: City of Colton Contact: Mr. Victor Ortiz
Address: 650 North La Cadena Drive City/State: Colton, CA 92324
Telephone: (909)370-5065 Fax No.: (909)370-5072 Email: vortiz@ci.colton.ca.us
Contract Date: August, 2013 Completed Date: In-Process
Contract Value: \$929,961.00 End Value: \$982,530.15

PTM Job No: P13-32 Owner Job No.: 08-0521 Job Location: Corona, CA
Description of Work: Traffic Signal Installation Lincoln Ave. & Parkridge Ave.
Owner: City of Corona Contact: Ms. Vikki Li, PE
Address: 400 S. Vicentia Avenue Ste. 210 City/State: Corona, CA 92882
Telephone: (951)736-3548 Fax No.: (951)279-3627 Email: vikki.li@ci.corona.ca.us
Contract Date: November, 2013 Completed Date: Sept, 2014
Contract Value: \$332,109.00 End Value: \$332,109.99

PTM Job No: P13-33 Owner Job No.: None Job Location: Culver, CA
Description of Work: Safe Routes to School Project Lynwood to E. Howe.
Owner: City of Culver City Contact: Mr. Sammy Romo
Address: 9770 Culver City City/State: Culver City, CA 90232
Telephone: (310)253-5619 Fax No.: (310)253-5626 Email: Sammy.romo.culvercity.org
Contract Date: December, 2013 Completed Date: September, 2014
Contract Value: \$431,914.00 End Value: \$431,913.55

DTM General Engineering Services, Inc.
Jobs References 2013

PTM Job No: P13-35 Owner Job No.: None Job Location: City of Colton in San Bernardino County.
Description of Work: Safe Route to School Morris Eleme. School & William Jehue Middle School.
Owner: County of San Bernardino Contact: Mr. Victor Ortiz
Address: 650 North La Cadena Drive City/State: Colton, CA 92324
Telephone: (909)370-5065 Fax No.: (909)370-5072 E-mail: vortiz@ci.colton.ca.us
Contract Date: December, 2013 Completed Date: June, 2015
Contract Value: \$18,888.00 End Value: \$18,888.00

PTM Job No: P13-36 Owner Job No.: 41040 Job Location: City of Redlands,
Description of Work: Safe Routes to Schools, Cycle 8
Owner: City of Redlands Contact: Mr. Jason Montgomery
Address: 35 Cajon St. Suite 4 City/State: Redlands, CA 92373
Telephone: (909)798-7584 Fax No.: (909)789.7670 E-mail: jmontgomery@cityofredlands.org
Contract Date: December, 2013 Completed Date: June, 2014
Contract Value: \$775,818.00 End Value: \$770,049.94

PTM Job No: P13-37 Owner Job No.: 41040 Job Location: Hawthorne, CA
Description of Work: Furnishing and Installing Pole and Associated Conduits and Pull Boxes for the Installation of
License Plate Recognition Cameras in Crenshaw Blvd.
Owner: City of Hawthorne Contact: Mr. Alan Leung, PE
Address: 4455 W. 126th Street City/State: Hawthorne, CA 90250
Telephone: (310)349-2901 Fax No.: 0 E-mail: aleung@cityofhawthorne.org
Contract Date: May, 2014 Completed Date: June, 2014
Contract Value: \$33,332.00 End Value: \$35,332.00

PTM Job No: P13-38 Owner Job No.: 07A3552 (074X0204) Job Location: Los Angeles, CA
Description of Work: Repair Damaged Pump Stations at Route 105.
Owner: Department of Transportation Contact: Ms. Joan Crews, PE
Address: 1727 30th Street City/State: Sacramento, CA 94828
Telephone: (231)620-4852 Fax No.: None E-mail: joan.crews@dot.ca.gov
Contract Date: December, 2013 Completed Date: April, 2015
Contract Value: \$799,148.32 End Value: \$799,148.32

**CITY OF STANTON
CONTRACT**

Western Avenue and Thunderbird Lane Traffic Signal Project

I.

This Contract is made and entered into on the 27th Day of February, 2018 by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and PTM General Engineering Services, Inc. ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

The complete Contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids
- B. Information for Bidders
- C. Bid, dated
- D. Payment Bond
- E. Contract Performance Bond
- F. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- G. Certified Copy of the record of action of the City Council of City of Stanton, Stanton, California.
- H. Latest Edition, Standard Specifications for Public Works Construction.

Each of such documents in their entirety are incorporated herein by this reference as if set forth in full.

II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$144,144.00.

III. BONDS

Contractor shall furnish a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the Contract Price, and a Faithful Performance Bond in an amount equal to one-hundred percent (100%) of the Contract Price, said bonds to be secured from a surety company admitted and authorized to do business in California as such.

IV. INDEMNITY

Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs, or any other cost arising out of or in any way related to the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City. Contractor has no obligation under this agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statues or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor

or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

V. INSURANCE

The Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

Workers Compensation - A program of Workers Compensation Insurance or a State-approved self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with One-Million Dollars (\$1,000,000.00) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

General Liability - Such general liability insurance shall be written with a limit of liability of not less than Two-Million Dollars (\$2,000,000.00) combined single limits for damages arising out of bodily-injury, including sickness and death, injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

Vehicle Liability - Such vehicle liability insurance shall be written with a limit of liability of not less than One-Million Dollars (\$1,000,000.00) combined single limits for all bodily injury, including sickness and death or injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

If the City determines to require the Contractor to procure such insurance, such insurance shall cover as insureds under all policies excepting workers compensation the City, its officers, employees, and agents. The policy or policies for such insurance may provide for a deductible amount not to exceed five percent (5%) of the Contract Price. As provided in Section 7105 of the California Public Contract Code, the Contractor is responsible for the cost of repairing or restoring work up to five percent (5%) of the contract amount.

All insurers shall be admitted and authorized to do business in California as insurance carriers.

Contractor shall immediately furnish certificates of insurance and the Contractor shall provide certified copies of all policies and endorsements to the City evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City, and shall maintain such insurance from the time Contractor commences performances of services hereunder until the completion of such services. Within thirty (30) days of award of the contract, Contractor shall provide City with certified copies of all insurance policies required hereunder.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation Insurance coverage and liability coverage, if applicable, shall obtain additional endorsements covering the City and its officers, employees, and agents, as insureds with respect to liabilities arising out of the performance of services hereunder.

The Contractor shall require the carriers of the above required coverage's to waive all rights of subrogation against the City, its officers, employees, contractors, agents, and subcontractors.

All policies required above are to be primary and noncontributing with any insurance or self-insurance programs carried or administered by the City.

VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of one hundred and forty-four thousand, one hundred and forty-four dollars and zero cents (\$144,144.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within **Forty (40)** working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is

not completed within the time specified in this Contract. The City and Contractor hereby represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

VIII. MISCELLANEOUS

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

The Contractor hereby waives for himself/herself and for Contractor's Subcontractors any right Contractor may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 et seq.

IX.

Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that he/she/they has/have the appropriate contractor's license to perform the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this contract, or any period thereof, shall be cause for the immediate and summary termination of this Contract by City. Contractor shall be liable for all City's costs to complete the work and this Contract.

X.

The person or persons executing this Contract on behalf of Contractor warrants and represents he/she/they has/have the authority to execute this Contract on behalf of his/her/their corporation, partnership, or business entity and warrant and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

XI.

This Contract contains the completely final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing. Any attempted modification, amendment, or alteration in violation hereof shall be void.

IN WITNESS WHEREOF, each of the parties hereto has caused the Contract to be executed in its name on its behalf by a duly authorized officer as of this day and year first above written.

CITY OF STANTON:

[CONTRACTOR]:

By: _____
CITY MANAGER

By: _____
(Corporate Officer)

Title: _____

ATTEST:

Print Name: _____

By: _____
CITY CLERK

By: _____
(Corporate Officer)

APPROVED AS TO FORM:

Title: _____

Print Name: _____

By: _____
CITY ATTORNEY

NOTARY REQUIRED

Bond No. _____ Bond Premium _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the City of Stanton (sometimes referred to hereinafter as "Obligee") has awarded PTM General Engineering Services, Inc. (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of the re-painting of concrete medians, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated February 27, 2018 (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stanton in the sum of _____ Dollars (\$ _____) said sum being not less than one-hundred percent (100%) of the total amount payable by the said obligee under the terms of the said Public Work's 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.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said Principal, his/her 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 said Public Work Contract and any alteration thereof made as therein provided, on his/her or 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 the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorneys fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same 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 or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day _____ of _____ 20 _____.

PRINCIPAL:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charged, \$ _____. (The above must be filled in by corporate surety.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Departments most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

STATE OF CALIFORNIA)
) ss.
 COUNTY OF _____)

On this _____ day of _____, in the year 20_____, before me, _____
 _____, a Notary Public in and for said State, personally appeared _____
 _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person
 whose name is subscribed to the within instrument as the Attorney-in-Fact _____
 _____ of the _____ (Surety) and acknowledged to me that he/she subscribed
 the name of the _____ (Surety) thereto and his/her own name as
 Attorney-in-Fact.

 Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal to
 the within bond; that _____ who signed the said bond on behalf of the principal was
 then of said corporation; that I know his/her signature, and his/her signature thereto is genuine;
 and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by
 authority of its governing bond.

 Signature

(CORPORATE SEAL)

Bond No. _____ Bond Premium _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the City of Stanton (referred to hereinafter as "Obligee") has PTM General Engineering Services, Inc. (hereinafter designated as the "Contractor"), a contract dated February 27, 2018, for work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of the re-painting of concrete medians, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal and, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of _____ Dollars (\$ _____), said sum being not less than one-hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his/her or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his/her Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorneys fee to be fixed by the Court. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Code, so as to give a right of action to them or their assigns any suit brought upon this bond.

The Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same 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 or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL:

By: _____

SURETY: _____

By: _____

Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 20_____, before me, _____
_____, a Notary Public in and for said State, personally appeared _____
_____, known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____
(Surety) and acknowledged to me that he/she subscribed the name of the _____
(Surety) thereto and his/her own name as Attorney-in-Fact.

Notary Public in and for said State
(SEAL)

Commission expires: _____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as
Principal to the within bond; that _____ who signed the said bond on
behalf of the principal was then of said corporation; that I know his/her signature, and his/her
signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in
behalf of said Corporation by authority of its governing bond.

Signature

(CORPORATE SEAL)

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

[Labor Code §§ 1720, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.
3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract."

Date _____ Signature _____

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below (required at time of award):

Business & Professions Code § 7028.15:

(a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of

verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement.

Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License no.: _____ Class: _____ Expiration date: _____

Date _____ Signature _____

INSURANCE REQUIREMENTS

The Contractor shall at all times during the terms of the Contract carry, maintain, and keep in full force and effect a policy or policies of comprehensive general liability insurance in which the City, along with its City Council and each member thereof, and every officer, official, agent, attorney, employee or volunteer of the City, is the named insured or is named as an additional insured with the Contractor in accordance with the General Provisions. The insurance company issuing such policy(ies) must be acceptable to, and approved by, the City Engineer and City Attorney. Contractor shall maintain limits of no less than Two Million Dollars (\$2,000,000) combined single limit coverage per occurrence for personal injury or death or property loss or damage which may arise from or relate directly or indirectly to the acts, operations or omissions of the performance of the Contractor and/or its subcontractors and/or the employees, agents, officers, officials or volunteers of either, in the performance of this Public Works Contract. Such insurance shall include coverage of no less than One Million Dollars (\$1,000,000) for all automobiles utilized by Contractor's or any subcontractor's employees or agents in the performance of the Contract. Contractor shall also provide an endorsement in the forms included in Book II.

WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

WHEREAS, the CITY OF STANTON has required certain insurance to be provided by

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time.

1. This certificate is issued to: CITY OF STANTON, City Hall, 7800 Katella Avenue, STANTON, CA 90680-3162.

2. The insureds under such policy or policies are: _____

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds, as follows:

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. Said policy or policies shall not be canceled, voided or reduced in coverage or limits of liability, unless and until thirty days' advance written notice thereof has been served upon the City Clerk of the CITY OF STANTON.

By: _____
Its Authorized Representative

**ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE
GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
--	-----------------------	---------------------

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> |
| <input type="checkbox"/> General Liability Endorsement | |

12. A deductible or self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____ (if none, so state). The deductible is applicable per claim or per occurrence (check one).

13. This is an occurrence or claims made policy (check one).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: () _____

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

1. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
2. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
3. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
4. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
5. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
6. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162

7. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH LIMITS OF THIS ENDORSEMENT ATTACHES LIABILITY	POLICY PERIOD FROM/ TO
---	-------------------------------

Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> |

11. A deductible or self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____
 (if none, so state). The deductible is applicable per claim or per occurrence (check one).

12. This is an occurrence or claims made policy (check one).

13. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: () _____

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH LIMITS OF THIS ENDORSEMENT ATTACHES LIABILITY	POLICY PERIOD FROM/TO
---	--------------------------

- Following Form
- Umbrella Liability
-

10. Applicable underlying coverages: INSURANCE COMPANY AMOUNT	POLICY NO.
---	------------

11. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

12. A deductible or self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____ (if none, so state). The deductible is applicable per claim or per occurrence (check one).

13. This is an occurrence or claims made policy (check one).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20 _____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: () _____

PREVAILING WAGES

NOTICE IS FURTHER GIVEN that the City Council has obtained the general prevailing rate of per diem wages in accordance with law to be paid for the construction of the above Work and Improvements. The schedule has been obtained from the Director of the Department of Industrial Relations, pursuant to the provisions of Section 1773 of the Labor Code of the State of California, and reference is hereby made to copies thereof on file in the City's Office, which said copies are available to any interested party upon request. Further, a copy shall be posted at each job site during the course of construction. If prevailing wages change within 10 days of the bid opening date, new prevailing wages will be used.

WAGE RATES AND LABOR CODE REQUIREMENTS

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

LEGAL RELATIONS AND RESPONSIBILITY

The Contractor shall keep himself/herself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or the Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he/she shall forthwith report the same to the Engineer in writing. He/she shall at all times observe and comply with and shall cause all his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall indemnify, protect, defend, and hold harmless the City, the Engineer, and all of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees, agents, or representatives.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. The Director of the Department of Industrial Relations has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed, copies of which are maintained at the City's principal office, and are available to any interested party on request. Contractor shall post a copy of said document at each job site. The Contractor shall forfeit to the City a penalty of twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate, and shall in addition pay to each worker for each such day the difference between the prevailing rate and the actual wage paid.
- b. In accordance with Sections 1173.1 and 1773.8 of the Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one-half (1 1/2) times the base rate of pay, in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6, as amended effective January 1, 1977, with respect to the employment of apprentices. Pursuant to Section 1777.5, it is hereby stipulated that the

Contractor will be responsible for obtaining compliance therewith on the part of any and all Subcontractors employed by him/her in connection with this Contract.

In accordance with Section 1777.3 of said Labor Code, the City will file with the Department of Industrial Relations, Division of Apprenticeship Standards, on "Extract of Public Works Contract Award" upon issuing the Notice of Award in the form appended hereto and made a part hereof as page 1-9.3.

- f. Attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any Subcontractor under him/her.

The Contractor and any Subcontractor under him/her shall comply with the requirements of Section 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch office .

Willful violations of Section 1777.5 will result in a forfeiture of fifty dollars (\$50.00) for each calendar day of noncompliance which shall be withheld from progress payments by City upon notice from the Department of Industrial Relations. (Labor Code 1777.7).

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates:

This is a Federally assisted project and Davis-Bacon will be enforced. Federal and State wage rates are applicable to both the prime Contractor and subcontractors. The higher wage rate between the Federal and State wage determinations will be enforced. The Federal Labor Standards Provisions (Form HUD-4010) and the Federal Wage Determination are incorporated into these Provisions. They are considered a physical part of the Contract Agreement and full compliance will be enforced. The same Federal language and wage determinations will be included in an Agreement resulting for the original Agreement.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

**City Business License Forms and
Vendor Data Sheet**

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 27, 2018

SUBJECT: ACCEPTANCE OF THE THUNDERBIRD LANE SEWER AND STREET IMPROVEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

The Thunderbird Lane Sewer and Street Improvement Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$566,433.77. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of February 15, 2018 and recommends that the City Council accept the completed work performed on this project.

The construction contract for the Thunderbird Lane Sewer and Street Improvement Project is for \$517,700.00. Change orders approved at staff level did not exceed the 10% maximum authorized at the time of award; at 9.41%. Additional costs aroused in the final stages of the project in the total of \$64,942.17. The change order was due to unforeseen conditions and additional quantities for asphalt restoration..

RECOMMENDED ACTION:

1. That the City Council declares this project categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c.
2. City Council accepts the completion of improvements for the Thunderbird Lane Sewer and Street Improvement Project, as certified by the City Engineer, and affix the date of February 15, 2018 as the date of completion of all work on this project; and
3. Approves the final construction contract amount of \$566,433.77 with Beador Construction Company, Inc.; and
4. Directs the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange; and
5. Directs City staff, upon expiration of the thirty-five (35) days from the filing of the

"Notice of Completion," to make the retention payment to Beador Construction Company, Inc. in the amount of \$28,321.69.

BACKGROUND:

The area within the project limits experienced numerous sewer issues in the past several years and the City's recently completed Sewer Master Plan recommended this project as high priority for the capacity improvement projects. This project included the installation of a new 8" sewer line parallel to the existing 8" sewer line and the paving of the street along the line installation.

ANALYSIS/JUSTIFICATION:

The Thunderbird Lane Sewer and Street Improvement Project has been completed in conformance with the project plans and specifications and has been accepted by the City Engineer. The payment to the contractor and the filing of the Notice of Completion is required under the terms of the Construction Agreement for this project.

FISCAL IMPACT:

This project was budgeted in the FY 17/18 Capital Improvement Program using sewer maintenance funds. This project did not have any impact on the General Fund.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c as replacement of existing facilities.

LEGAL REVIEW:

None.

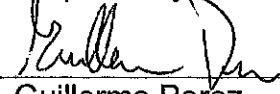
PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.


STRATEGIC PLAN OBJECTIVE ADDRESSED:

Provide a quality infrastructure.

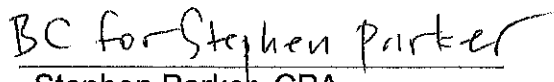
Prepared by:


Guillermo Perez
Associate Engineer

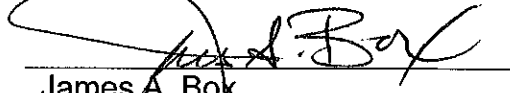
Reviewed by:


Allan Rigg, P.E. AICP
Director of Public Works

Concur:


Stephen Parker, CPA
Administrative Services Director

Approved by:


James A. Box
City Manager

ATTACHMENT:

- (1) Notice of Completion

Recording requested by and
when recorded mail to:

CITY OF STANTON
7800 KATELLA AVE.
STANTON, CA 90680

(Space above this line for Recorder's use)

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE SECTION 6103

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is the City of Stanton.
3. The full address of owner is 7800 Katella Avenue, Stanton, CA 90680.
4. The nature of the interest or estate of the owner is: Public Right of Way.
5. A work of improvement on the property hereinafter described was completed on February 1, 2018. The work was the Thunderbird Lane Sewer and Street Improvement Project.
6. The name of the contractor for such work of improvement was: Beador Construction Company, Inc.
7. The property on which said work of improvement was completed is in the City of: Stanton, County of Orange, and State of California.

Dated: _____, City of Stanton
Verification for Individual Owner Allan Rigg, City Engineer

VERIFICATION

I, the undersigned, say: I am the City Engineer of the City of Stanton, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 2018, at Stanton, California.

_____, City of Stanton
Allan Rigg, City Engineer

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 27, 2018

SUBJECT: LICENSE AGREEMENT BETWEEN SOUTHERN CALIFORNIA EDISON COMPANY AND THE CITY OF STANTON FOR STANTON PARK

REPORT IN BRIEF:

In order to continue the License Agreement for Stanton Park (Assessor's Parcel Numbers 131-091-19 and 131-091-29), between Southern California Edison and the City of Stanton, it is necessary to approve the agreement for a term of 5 (five) years commencing July 1, 2018 and ending on June 30, 2023.

The City will pay Southern California Edison Company the sum of Five Thousand Seven hundred and Eighty Five 58/100 Dollars (\$5,785.58) for the term of the contract.

RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
2. City Council approve the Agreement: 9.1976 Stanton Park between Southern California Edison and the City of Stanton in order to continue leasing Assessor's Parcel Numbers 131-091-19 and 131-091-29 (Stanton Park) for a five (5) year period commencing July 1, 2018 and ending June 30, 2023.
3. Authorize the City Manager to sign Agreement: 9.1976 Stanton Park between Southern California Edison and the City of Stanton.

BACKGROUND:

In 1985 the City of Stanton entered into a 5 (five) year lease with Southern California Edison, for the use of the Assessor's Parcel Numbers 131-091-19 and 131-091-29 (Stanton Park).

ANALYSIS/JUSTIFICATION:

The City of Stanton may wish to continue a License Agreement with Southern California Edison for the use of Assessor's Parcel Numbers 131-091-19 and 131-091-29 (Stanton Park) for community recreational and parkland purposes. Said agreement will be for 5 (five) years, commencing July 1, 2018 and continuing through June 30, 2023.

FISCAL IMPACT:

The City of Stanton's fiscal responsibility will be \$5,785.58 for the five year term. The funds are budgeted in the Parks & Recreation Land Lease account (101-5100-605100).

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW

The City Attorney has reviewed and approved the agreement.

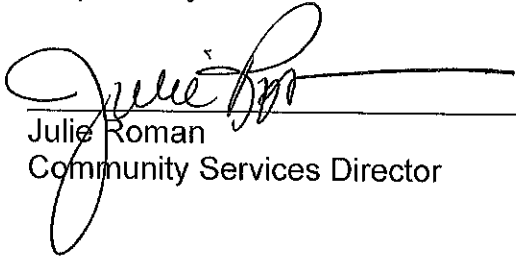
PUBLIC NOTIFICATION:

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

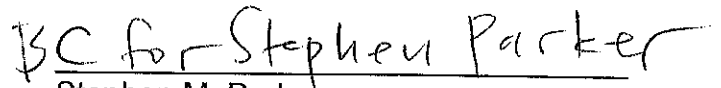
STRATEGIC PLAN COMPONENT ADDRESSED:

Objective 5: Provide a High Quality of Life

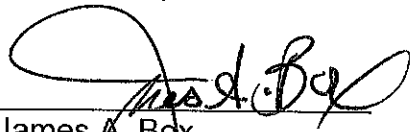
Prepared by:


Julie Roman
Community Services Director

Concurred by:


Stephen M. Parker
Administrative Services Director

Approved by:


James A. Box
City Manager

Attachment:

A. Southern California Edison License Agreement: 9.1976 Stanton Park



Shannon Vergara
Agent, Metro Region
Land Management
Real Properties

2/2/2018

City of Stanton
Attn: James A Box
7800 Katella Ave
Stanton, CA 90680

Subject: Subsequent License Agreement
Licensee: City of Stanton
License Agreement: 9.1976 Stanton Park

Dear James,

Per our prior communications, a subsequent License Agreement is enclosed for a continuance of your secondary land use on Southern California Edison Company-owned property, under the following terms.

This offer is for an additional 5 year term beginning 7/1/2018 and ending on 6/30/2023.

As per your current Agreement with SCE, you are required to secure and keep in force an insurance policy, including naming Southern California Edison Company as an additional insured, and to provide evidence of such insurance annually, prior to insurance expiration. Please return a current copy of your insurance certificate.

Please be advised that if your site has changed since your prior site plan was approved, you will be required to provide a dimensional or scaled site plan that must be approved before a license can be fully executed.

Please find enclosed the SCE License Agreements for your review and execution. Once signed and initialed, please send it back to me at the following address:

SCE
2 Innovation Way, Pomona, CA 91768
2nd Floor Land Management
Attn: Shannon Vergara

Thank you for your cooperation to this matter. If you have any questions, please do not hesitate to contact me at (909)274-1874 or via email at shannon.vergara@sce.com.

Best Regards,

A handwritten signature in cursive script that reads 'Shannon Vergara'.

Shannon Vergara
Land Services Agent

2 Innovation Way, Pomona, CA 91768

CITY OF STANTON
L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (____)/(____)
Licensor/Licensee

- 37. INDUCED VOLTAGES
- 38. NOTICES
- 39. RECORDING
- 40. COMPLETE AGREEMENT
- 41. SIGNATURE AUTHORITY
- 42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM:

- PARKING
- PARK USE
- TREES
- TREES/LANDSCAPING

Initial (____)/(____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF STANTON, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being all of Assessor's Parcel Numbers 131-091-19 and 131-091-29, situated in the City of Stanton, County of Orange, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/(____)
Licensor/Licensee

1. Use: Licensee will use the Property for park and public recreation purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of July, 2018 and ending on the last day of June, 2023. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Five Thousand Seven Hundred Eighty Five and 58/100 Dollars (\$5,785.58) upon the execution and delivery of this Agreement for the full term of this Agreement. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor.

All accounts not paid within 30 days of the agreed upon due date will be charged a late fee equal to ten percent (10%) of the full amount that was due on said date. To the extent a payment is not made within sixty (60) days, Licensor may increase the late fee to twenty percent (20%) of the full amount due. Licensor shall further be entitled to any other costs associated with collection of the unpaid amounts.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

Initial (____)/(____)
Licensor/Licensee

- (d) Self-Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Park and public recreation use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly

Initial (____)/_____
Licensor/Licensee

acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	36 feet
220 kV - 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in

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writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior

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written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

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24. **Assignments:** This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. **Compliance with Law:** Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. **Governing Law:** The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. **Indemnification:** Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. **Termination:** Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. **Events of Default:** In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.

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- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or

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obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee's personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee

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ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

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38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Real Properties Department
Land Management – Southern Region
2 Innovation Way
Pomona, CA 91768

To Licensee: City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Business Telephone No. (714) 379-9222

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

SHANNON VERGARA
Land Services Agent
Land Management - Southern Region
Real Properties Department

Date

LICENSEE:

CITY OF STANTON

By _____

JAMES A. BOX, City Manager

Date

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APPENDIX

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

(Definition: A simple, non-flammable, enclosed structure designed to control temperature without the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)
Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles

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- c. 100-foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the "drip line" of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered: Trailers must meet the following criteria:*

- a. Must have axles and wheel and be able to be moved
 - b. Maximum length: 40 feet
 - c. Maximum height: 15 feet
 - d. Maximum width: 12 feet
2. No trailers will be permitted within the following areas reserved for Licensor's access:
- a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor "drip lines"

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3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified under the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

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ADDENDUM

PARKING

- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee's sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.
- F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.
- G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.
- H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

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ADDENDUM

PARK USE

- A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.
- D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."
- E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."
- F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."
- G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.
- I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.
- J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

Initial (____)/(____)
Licensor/Licensee

ADDENDUM

TREES

1. Licensee agrees and accepts full responsibility for the maintenance and/or removal of existing trees/shrubs located on the licensed property. All costs associated with the maintenance and/or removal of trees/shrubs will be the sole burden of Licensee.
2. Periodically, the licensed area will be inspected by Licensor, and upon determination that any tree/shrub requires trimming or removal; Licensee will be notified and provided with a cost estimate for the required work to be done by Licensor's contractor.
3. Licensee has the option of using Licensor's contractor or choosing their own; however failure of Licensee to contact Licensor within 30 days of notice indicating their choice, will result in licensor's contractor performing the work and billing Licensee for the costs. Should Licensee decide to perform the work, all work must be completed within 60 days of written notice. Failure to do so will result in Licensor's contractor performing the work and billing Licensee.
4. Trees/shrubs will be maintained at maximum 15' height limit. Failure to do so will require removal at Licensee's expense.
5. Upon expiration or cancellation of License Agreement, or sale of your adjacent property to a new owner, Licensee agrees to remove all trees/shrubs at the sole expense of Licensee.
6. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees/shrubs within licensed area.

Initial (____)/(____)
Licensor/Licensee

ADDENDUM

TREES/LANDSCAPING

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (____)/_____
Licensor/Licensee

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: February 27, 2018

SUBJECT: FISCAL YEARS 2018-2019 & 2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION FOR FUNDING

REPORT IN BRIEF:

On December 7, 2017, the Orange County Community Resources Department released a Request for Proposals (RFP) for Fiscal Years 2018-2019 & 2019-2020 Community Development Block Grant projects related to housing rehabilitation projects. In response to the RFP, staff is proposing to reinstate the housing rehabilitation grant programs. As part of the application process, the City Council must review and authorize the application submittals and conduct a public hearing.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment; and
3. Review and approve the proposed project and funding for the Fiscal Years 2018-2019 & 2019-2020 Community Development Block Grant Program; and
4. Direct staff to submit fiscal years 2018-2019 & 2019-2020 Community Development Block Grant application package to the County of Orange Community Resources Department; and
5. Approve Resolution No. 2018-08 authorizing the City Manager to execute the agreement, contract and other documents required by the Orange County Community Resources Department for participation in the CDBG program on behalf of the City Council.

BACKGROUND:

Each year the County of Orange receives funding from HUD for assistance to low and moderate income households through the CDBG program. The County distributes

these funds to non-entitlement cities with populations of less than 50,000 residents. The funds are to be used for physical improvements to those areas of the City where at least 43 percent of the population qualify for low and moderate income assistance and support programs. This year, the NOFA for CDBG funding was released on December 7, 2017 and required that applications be submitted by January 23, 2018. Due to the short NOFA period, City Council authorization could not be sought prior to the application submittal date, however, City Council authorization is still a required part of the process and a copy of the approved resolution (Resolution 2018-08) must be forwarded to the OC Community Services Department prior to receipt of funding.

The proposed program for submittal to the OC Community Services Department for Fiscal Years 2018-2019 & 2019-2020 totals \$400,000 in requested CDBG funding for housing rehabilitation projects. If awarded, the money would be distributed over two fiscal years, and would be utilized to reestablish the housing rehabilitation grant program.

To allow for additional comment and public input, the Community Development Department conducted a public meeting at City Hall on February 20, 2018 at 5:30 p.m. No comments from the public were received at this public meeting.

ANALYSIS/JUSTIFICATION:

Staff is recommending that the City Council authorize Staff to submit applications for CDBG funding for a housing rehabilitation program. The proposed projects would request \$400,000 in total CDBG funds, with no additional funds leveraged by the City.

The following is a description of the recommended program:

Housing Rehabilitation Program

The City would utilize CDBG funds to assist low- and moderate-income single-family homeowners with qualified home improvements, including but not limited to new roofs, new windows and ADA accessibility devices.

The total cost of the project would be \$400,000 over two fiscal years. The City would request \$200,000 each fiscal year.

Proposals will be judged and awarded funding based on goals and objectives outlined in the County's five-year Consolidated Plan with priority given to those projects which assist low and moderate income families and households including minorities, non-English speaking persons, the elderly and disabled. The goal of the proposed program is to upgrade living conditions, preserve affordable housing and prevent homelessness. The proposed projects would also satisfy goals and action items contained within the City of Stanton's General Plan by preserving existing affordable housing stock through maintenance and rehabilitation programs.

FISCAL IMPACT:

The action as part of this agenda item would have no fiscal impact. If the CDBG application is fully funded, the City Housing Authority would receive \$400,000 to administer the program.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA) approval of this grant application has been determined to not be a project under Section 15061(b)(3).

PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process and posted in three public places.

Prepared by,

Reviewed by,

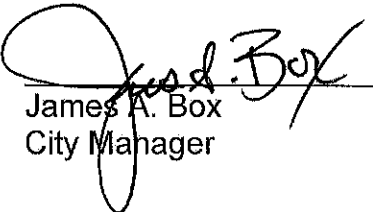
Approved by,



Rose Rivera
Associate Planner



Kelly Hart
Community & Economic
Development Director



James A. Box
City Manager

ATTACHMENTS

- A. City Council Resolution No. 2018-08
- B. Application for CDBG Funding for FY 2018-2019 & 2019-2020

RESOLUTION NO 2018-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO TO SECURE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FROM THE ORANGE COUNTY COMMUNITY RESOURCES DEPARTMENT

WHEREAS, the City of Stanton wishes to apply for, and receive, an allocation of funds through the Community Development Block Grant (CDBG) Program; and

WHEREAS, the CDBG Program is a federally funded program administered by the Housing and Urban Development Department (HUD) through grants to forty-nine States; and

WHEREAS, the CDBG Program is designed to assist local jurisdictions with projects such as the construction or reconstruction of streets, sewer and storm drain, neighborhood centers, recreation facilities, and with the rehabilitation of public and private buildings; and

WHEREAS, funding from the CDBG Program is to be used for physical improvements to those areas of the City where at least 43 percent of the population qualify for low and moderate income assistance and support programs; and

WHEREAS, the Orange County Community Resources Department has issued a Notice of Funding Availability (NOFA) for the Community Development Block Grant Program for Fiscal Years 2018-2019 and 2019-2020, subject to the terms and conditions of the NOFA and program application forms; and

WHEREAS, the City of Stanton conducted a duly noticed public meeting on January 20, 2018 to obtain input from the public on types of housing projects needed in the community; and

WHEREAS, the City of Stanton has applied for CDBG funding to implement the Housing Rehabilitation Program in order to assist low- and moderate-income homeowners with improving their homes; and

WHEREAS, in accordance with the requirements of the California Environmental Quality Act (CEQA) the project has been determined not be a project under Section 15061(b)(3).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA DOES HEREBY RESOLVE THAT:

1. The City of Stanton's submittal to Orange County Community Services Department project application to participate in the Community Development Block Grant Program in response to the NOFA issued on December 7, 2017 for a Housing Rehabilitation project within the City of Stanton is approved; and

2. The City Council authorizes the City Manager to execute in the name of the City of Stanton the application, the Standard Agreement, and all other documents required by the Orange County Community Resources Department for participation in the Community Development Block Program.

ADOPTED, SIGNED AND APPROVED this 27th day of February, 2018.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, 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. 2018-08 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 February 27, 2018, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK



**Housing Rehabilitation and
PUBLIC FACILITIES & IMPROVEMENTS
FUNDING APPLICATION
FISCAL YEARS 2018-19 & FY 2019-20
Bid # 012-182310**

APPLICATION SUPPORTING DOCUMENTS CHECKLIST

Applicants must submit a complete Housing Rehabilitation and /or Public Facilities and Improvements Funding Application via BidSync. Please confirm all Parts with supporting documentation are uploaded and submitted prior to the RFP deadline.

Applicants must answer all questions within each section as applicable, as outlined in the following key:

ALL APPLICANTS MUST COMPLETE PART I
APPLICANTS SUBMITTING APPLICATIONS FOR COMPONENT A: HOUSING REHABILITATION MUST COMPLETE APPLICATION FOR PART II
APPLICANTS SUBMITTING APPLICATIONS FOR COMPONENT B: PUBLIC FACILITIES & IMPROVEMENTS MUST COMPLETE PART III
PART I: MINIMUM REQUIREMENTS (FOR COMPONENT A & B)
A: Applicant Information
B: Project Information
C: Organizational Background
D: Civil Rights Laws Compliance and HUD Standing
E: Signature and Assurances
PART II: HOUSING REHABILITATION (COMPONENT A) – SCORED CRITERIA (APPLICANTS MUST COMPLETE PART I AND PART II)
A: Priority Needs, HUD Eligibility Requirements and National Objective
B: Funding Request, Accomplishment Budget, Leveraging and Project Budget
C: Performance Objectives and Outcomes
D: Organizational Project Capacity and Experience
E: Organizational/Project Readiness
F. Environmental Information Form

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

PART III: PUBLIC FACILITIES & IMPROVEMENTS (COMPONENT B) – SCORED CRITERIA (APPLICANTS MUST COMPLETE PART I AND PART III)
A: Priority Needs, HUD Eligibility Requirements and National Objective
B: Funding Request, Accomplishment Budget, Leveraging and Project Budget
C: Performance Objectives, Outcomes and Benefits
D: Organizational Project Capacity and Experience
E: Organizational/Project Readiness
F: Environmental Information Form

Supplemental Document Instructions: Parts/Components requesting supplemental or narrative information should be formatted per the following:

1. Each response must be typewritten; double-spaced; and in Arial font, size 12-point print.
2. Not to exceed one (1) page per question.
3. Responses should include the question and be concise but detailed enough to address what is being asked.

Applicants submitting a proposal must electronically upload their entire proposal in PDF format and Bookmarked, via BidSync.

Hard copy proposals will not be accepted.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

PART I

A. APPLICANT INFORMATION

1. **Applicant Name:** City of Stanton
Address: 7800 Katella Avenue
City/State/Zip: Stanton, CA 90680
Phone: (714)890-4213 **Fax:** (714) 890-1443
Applicant Website: http://ci.stanton.ca.us/ **Email:** _____
DUNS Number: 096892401 **W-9(Federal ID Number)** 95-6005900

2. **Authorized Person:** For the purposes of this RFP, the "Authorized Person" is the individual within your organization who has the authority to enter into a contract. The authorized person will be copied on all correspondence.

Authorized Person's Name: James A. Box
Authorized Person's Title: City Manager
(i.e., Executive Director, Organization's Signature Authority)
Phone: 714-890-4277 **Fax:** 714-890-1443
Email: jbox@ci.stanton.ca.us

Check here if the address for the Authorized Person is the same as that of the organization.

Address: _____
City/State/Zip: _____

3. **Contact Person:** For the purpose of this RFP, the "Contact Person" will be the primary recipient for all correspondence related to this RFP. The contact person should be available to respond to any inquiries throughout the RFP process.

Contact Person's Name: Kelly Hart
Contact Person's Title: Community Development Director
Address: 7800 Katella Avenue
City/State/Zip: Stanton, CA 90680
Phone: (714)890-4213 **Fax:** (714)890-1443
Email: khart@ci.stanton.ca.us

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: PROJECT INFORMATION

1. **Project Title:** Housing Rehabilitation Program

Project Address: Citywide

City/State/Zip: Stanton, CA 90680

FY 2018-19 Housing Rehabilitation Amount Requested \$ 200,000

- Maximum funding amount for Housing Rehabilitation projects \$200,000.

FY 2018-19 Public Facilities & Improvements Amount Requested \$ 0

- Maximum funding amount for Public Facilities and Improvements is \$150,000 with no leveraged funds and \$350,000 with 20% leveraged funds.

Only one (1) application for Housing Rehabilitation and one (1) application for Public Facilities and Improvements per jurisdiction per year per activity from the Urban County program participants. The Orange County Urban County Program is comprised of 13 cities with populations under 50,000 (participating cities). The 11 participating cities include Brea, Cypress, Dana Point, Laguna Beach, Laguna Hills, Laguna Woods, La Palma, Los Alamitos, Seal Beach, Stanton, and Villa Park. Along with 2 participating metro cities with populations over 50,000 - Placentia and Yorba Linda.

2. **Urban County Program**

a. Is your agency a participating city or the County of Orange OCCR/HPD-HP that will be submitting a proposal as part of this RFP? YES NO

b. If not, since only one (1) application per jurisdiction per year for Housing Rehabilitation and Public facilities and Improvements will be accepted, please attached written documentation (from an authorized person) from either the participating city or the County of Orange OCCR/HPD-HP advising the County to accept your proposal as part of this RFP.

3. **Provide a high-level summary description of your project.**

See Attachment A

(If more space is needed, please attached a separate sheet)

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: PROJECT INFORMATION (Continued)

4. Minority-Owned and Women-Owned business (MBE/WBE)

a. Will this project provide an opportunity to hire MBE and/or WBE business?

Yes No

b. Describe all actions your organization has taken in support of HUD's goal to provide Opportunities to MBE/WBE's.

See Attachment **A**

(If more space is needed, please attach a separate sheet)

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

C: ORGANIZATIONAL BACKGROUND

Answer each question below in approximately one to four paragraphs, not to exceed one (1) page per question, if applicable. Each response must be typewritten; double-spaced; and in Arial, size 12-font. Your responses should include the question, be concise but detailed enough to address what is being asked.

1. Is the applicant a Non-Profit organization? Yes No

If "yes", please answer questions A-P below:

- A. Describe the organization's goals, objectives, and mission.
- B. Provide a brief description of your organization's accounting system and controls in place.
- C. Describe the organization's fund development method.
- D. List the person(s) who have legal authority to sign contracts and other legal documents, payment requests, and checks related to this application proposal.
- E. Submit a copy of organization's most recent audit (within the last two years) by an independent CPA and a description of corrective action taken for any findings identified by the auditor, both of which will be reviewed by the Housing and Community Development and Homeless Prevention Accounting Manager or designated staff.
- F. In the past ten years, has your organization ever had its non-profit status revoked or withheld by the IRS, the Secretary of State, the State Attorney General, or the Franchise Tax Board? If yes, please provide an explanation.
- G. Has your organization been sued in the last five years? If yes, please provide an explanation.
- H. Are any of your managers or staff with fiscal responsibilities involved in litigation presently that has any bearing on fiduciary trust or employee relations? If yes, please provide an explanation.
- I. Have any unfavorable rulings been handed down by any court against your organization or executive director in the past five years? If yes, please provide an explanation.
- J. Does your organization currently have any unresolved fiscal, reporting or program issues with any of its funding sources? If yes, please provide an explanation.
- K. Provide an organizational chart of your organization, including key staffing for the project.
- L. Provide a copy of your organization's Board of Director's list.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

C: ORGANIZATIONAL BACKGROUND (Continued)

- M. Provide a copy of your organization's 501c (3). Also provide an IRS tax-exempt letter dated no earlier than December 2014, or a Certificate of Status provided by the Secretary of State, Business Programs Division. Online Certificates of Status can be found on the Internet at: http://www.sos.ca.gov/business/pdf/be_lrcform.pdf. (Process may take up to 24 calendar days).
- N. Provide a copy of your organization's Articles of Incorporation and By-Laws.
- O. Provide a copy of the minutes of your organization's board meeting where the proposed project was discussed.
- P. Provide IRS 990 form "Return of Organization Exempt from Income Tax."

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

D: CIVIL RIGHTS LAWS COMPLIANCE AND HUD STANDING

1. Has your organization been a past recipient of assistance under a HUD McKinney Act program or the HUD Single Family Property Disposition Homeless Program?

Yes No

2. If you have been a recipient under either of these programs, has your organization experienced any project or construction delay, HUD finding or outstanding audit that HUD deems serious regarding the administration of HUD McKinney Act programs or the HUD Single Family Property Division Homeless Program?

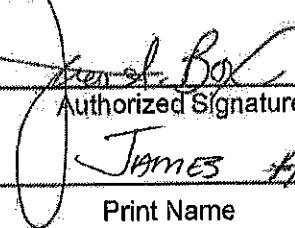
Yes No

If you answered "Yes," please attach a brief description of the circumstances and outcomes.

3. Applicants must be in compliance with applicable civil rights laws and Executive Orders.

Applications will be rejected if your agency has any of the following: (1) Any pending civil rights lawsuits instituted by the U.S. Department of Justice; (2) Any non-compliance with civil rights statutes, Executive Orders or regulations as a result of formal administrative proceedings, unless the applicant is operating under a HUD-approved compliance agreement designed to correct the area of non-compliance or is currently negotiating such an agreement; (3) Any unresolved secretarial charge of discrimination issues under Section 810 (g) of the Fair Housing Act, as implemented by 24 CFR 103.400; (4) Any adjudication of a civil rights violation in a civil action brought against the agency by a private individual, unless the applicant is operating in compliance with a court order designed to correct the area of non-compliance or the applicant has discharged any responsibility arising from such litigation; (5) Any deferral of the processing of applications from the sponsor imposed by HUD under Title VI of the Civil Rights Act of 1964, the Attorney General's Guidelines (28 CFR 50.3) or the HUD Title VI regulations 24 CFR 1.8) and procedures, or under Section 504 of the Rehabilitation Act of 1973 and HUD Section 504 regulations (24 CFR 8.57).

If one or more of the above five situations exist within your agency, please attach a brief description.



 Authorized Signature

 JAMES A. BOX

 Print Name

1/16/18

 Date

 City Manager

 Title

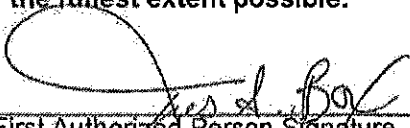
Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

E: SIGNATURES AND ASSURANCES, CERTIFICATIONS and COMPLIANCE

- 1. Non-Discrimination:** This agency will, through all possible means, ensure equal opportunity for all persons to receive services, to participate in the volunteer structure, and to be employed regardless of age, handicap, national background, race, religion, or sex. An existing sectarian nature of the agency shall not suffer impairment under this agreement, but participation in religious observances, rituals or services will not be required as a condition of receiving food, services, or shelter paid for by this grant.
- 2. Accountability:** We commit this agency, of a grant is received, to provide all reports to the County of Orange as required; to expend monies only on eligible cost' to keep complete documentation (copies of all canceled checks, invoices, receipts, etc.) on all expenditures for a minimum of three years; to spend all funds and close out the program on the required date; to return any unused funds to the County of Orange; to cooperate with monitoring or site visits, and; to provide complete documentation of expenses to the County of Orange, if requested, by the required date.
- 3. Non-collusion:** This proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not herein named; the proposer has not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm or corporation to refrain from submitting a proposal; the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

We affirm that all information in this application is true and correct to the best of our knowledge and that the applicant under our authority will execute its responsibility under the proposed contract and adhere to all other applicable rules and regulations to the fullest extent possible.



First Authorized Person Signature

1/16/18

Date

James A. Box

Print First Authorized Person's Name

City Manager

Title



Second Authorized Person Signature

1/16/18

Date

KELLY HART

Print Second Authorized Person's Name

Comm. DEV. DIRECTOR

Title

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

E: SIGNATURES AND ASSURANCES, CERTIFICATIONS and COMPLIANCE (Continued)

4. I am authorized by my Board of Directors, Trustees, or other legally qualified officer to submit this proposal on behalf of the "Applicant."
5. Applicant is not currently on any Federal, State of California or local Debarment List.
6. Applicant will provide records to show fiscal solvency, if required.
7. Applicant will meet all applicable Federal, State, and local compliance and regulatory requirements.

These include, but are not limited to:

- a. Ensuring that records accurately reflect actual performance
- b. Maintaining record confidentiality, as required
- c. Reporting financial, participant, and performance data, as required
- d. Meeting requirements of Section 504 of the Rehabilitation Act of 1973
- e. Meeting all applicable labor laws, including Child Labor Law standards
- f. Meeting all lobbying certification and disclosure of lobbying activities requirements.

I recognize that I must give assurance for each item above, 'a' through 'f', as applicable. If I cannot, this proposal will be automatically rejected.

8. Applicant will not use funds for customers in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.



Signature Required

9. Validity of Proposal/Application

The County requires that all Applications be valid for at least three hundred sixty-five (365) days from this RFP's closing date. Applications which are not valid for at least three hundred sixty-five (365) days will be considered non-responsive and subject to rejection.

Applicant hereby certifies that Applicant's Application is valid for three hundred sixty-five (365) days from the RFP Closing Date.



Signature Required

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

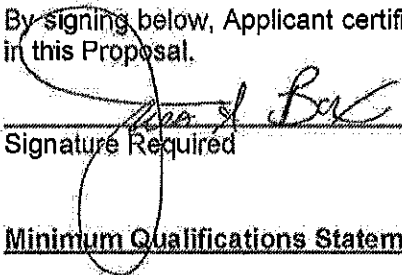
**E: SIGNATURES AND ASSURANCES, CERTIFICATIONS and COMPLIANCE
(Continued)**

10. Certification of Understanding

The County assumes no responsibility for any understanding of the Applicant or representation made by any of the County's officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

- a. Such understanding or representations are expressly stated in the Contract; and
- b. The contract expressly provides that the County assumes the responsibility.

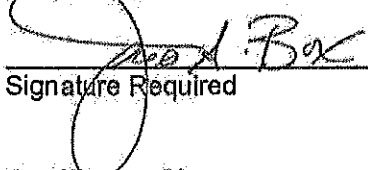
By signing below, Applicant certifies that such understanding has been considered in this Proposal.



Signature Required

11. Minimum Qualifications Statement

Applicant hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFP.



Signature Required

12. Certificate of Insurance

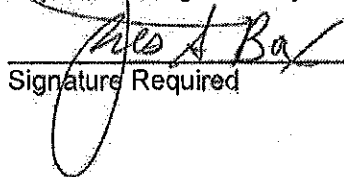
Applicant hereby certifies Applicant's willingness and ability to provide the required insurance coverage and certificates as set forth in the attached Model Contract, by signing below.



Signature Required

13. Child Support Enforcement

Applicant hereby certifies Applicant's willingness and ability to provide the required Orange County Child Support Enforcement as indicated in the RFP.



Signature Required

Housing Rehabilitation and Public Facilities & Improvements Application

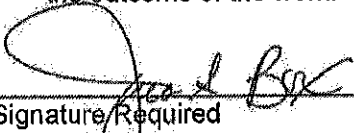
Fiscal Years 2018-19 & FY 2019-20

E: SIGNATURES AND ASSURANCES, CERTIFICATIONS and COMPLIANCE (Continued)

14. Conflict of Interest

Applicant hereby certifies that: (I) Applicant has provided the County with the disclosures required in (a) and (b) below as part of its Application, or (II) that no relationships as outlined in (a) and (b) exist.

- a. Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.
- b. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.


Signature Required

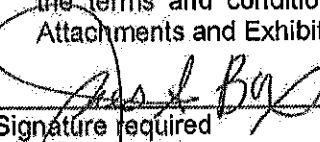
JAMES A. BOX
Print Name

15. Statement of Compliance

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

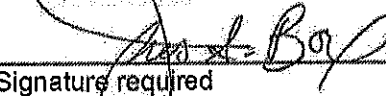
Applicant hereby certifies (Applicant must certify either **a or b** by signing below):

- a. This Applicant is in strict compliance with this RFP including, but not limited to, the terms and conditions set forth in Section IV – Model Contract and its Attachments and Exhibits and no exceptions are proposed.


Signature required

OR

- b. This Applicant is in strict compliance with this RFP, including the terms and conditions set forth in Section IV – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto.


Signature required

Housing Rehabilitation and Public Facilities & Improvements Application Fiscal Years 2018-19 & FY 2019-20

**E: SIGNATURES AND ASSURANCES, CERTIFICATIONS and COMPLIANCE
(Continued)**

Parts/Components for each proposed exception to this RFP, including, but not limited to Section IV – Model Contract, must include:

1. The complete provision Applicant is taking exception to;
2. The RFP page number and section of the provision Applicant is taking exception to;
3. The suggested rewording by way of track changes (Microsoft Word format);
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on the services to be provided.

16. Exceptions to the RFP Requirements

Exceptions that the applicant has to any of the RFP requirements must be discussed under this section. Exceptions will be reviewed by OC Community Resources (OCCR) staff to evaluate the qualifications of the applicant to meet program and service requirements. The OCCR reserves the right to reject a proposal that is not consistent with the requirements of this RFP.

COMMENTS:

Housing Rehabilitation and Public Facilities & Improvements Application Fiscal Years 2018-19 & FY 2019-20

PART II

PART II: HOUSING REHABILITATION (COMPONENT A) – SCORED CRITERIA

A. PRIORITY NEEDS, HUD ELIGIBILITY REQUIREMENTS AND NATIONAL OBJECTIVE

1. Refer to Part II. B: Funding Request and Accomplishment Budget & leveraging, enter the total dollar amount of Urban County funds that will be used by this project next to the community development need that best fits your project's scope. Projects may address more than one community development need; however, in order to be considered as addressing a "High Priority" community development need, at least 51% of the Urban County's funds must be applied towards a high priority need.

Priority Needs				
Check Box	Priority Housing Rehabilitation Needs	Priority Needs Level	Urban County Funds	Leveraged Funds
X	Owner – Single Family	High	100%	100%
	Owner – Multi Rehab Renter	High		
	Renter – Single Family Rehab	High		
	Renter - Multi Family Rehab	High		
	Special Populations	High		

- Projects must meet a national objective as identified by HUD Regulations Criteria for National Objectives (24 CFR 570.208).
- Depending on funding source, the proposed activity must be eligible as defined by HUD Regulations under Basic Eligible Activities (24 CFR 570.201)
- The population to be served or to benefit from the project must principally be low to moderate-income as defined by HUD. See HUD Income Limits for Housing Rehabilitation Projects chart below.

HUD Low-Mod Income Limits (Maximum Levels)		Median Income \$ 88,000	
HOUSEHOLD	Ext. Low	Very Low	Low
Size	30%	50%	80%
1	21,950	36,550	58,450
2	25,050	41,750	66,800
3	28,200	46,950	75,150
4	31,300	52,150	83,450
5	33,850	56,350	90,150
6	36,350	60,500	96,850
7	38,850	64,700	103,500
8	41,350	68,850	110,200

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

A. PRIORITY NEEDS, HUD ELIGIBILITY REQUIREMENTS AND NATIONAL OBJECTIVE (Continued)

2. HUD Demographics:

- a. Does this project help prevent homelessness? Yes No
- b. Does this project help the homelessness? Yes No
- c. Does this project help those with HIV or AIDS? Yes No
- d. Does this project primarily help persons with disabilities? Yes No

3. Answer the following:

- a. Summarize the Scope of Services for your project including the minimum number of units to be assisted by federal funding.
- b. Why is the project needed?
- c. Describe how the project preserves a low and moderate-income neighborhood, or provided other community benefits.

4. Answer each question below in approximately one to four paragraphs.

- a. Based upon your description of this project in section A: Priority Needs Chart, state how your organization will address meeting a priority need with your performance and outcomes. In your description, state how your performance objectives and performance outcomes apply to the project's beneficiaries and specifically explain how this project will affect the beneficiaries.
- b. Describe what tools your organization will utilize to measure this project's effect on the intended beneficiaries. In your description include how your organization will measure its success in meeting the needs of the project's beneficiaries.
- c. Describe the specific population that your project will serve (i.e., low to moderate-income).
- d. Describe the intended benefits to the population being served (i.e., preservation of a low to moderate-income neighborhood).
- e. Describe the ramifications if your project is not recommended for funding in this fiscal year.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET

FY 2018-19 Complete Project Budget by listing the specific activities that will be paid for by Urban County funds and your leveraged dollars for each phase of this project (complete this activity by using the information you provided in the Minimum Funds Request portion of Part II.B: Funding Request and Accomplishment Budget).

1. Complete table below.

FY 2018-19 FUNDING REQUEST AND ACCOMPLISHMENT BUDGET		
Minimum Funds Request		
	Example	2018-19 Project
A. Minimum Funds Request	\$ 75,000	\$100,000
B. Leveraging Subrecipient Funds	\$ 50,000	16,000
C. Total Minimum Funds Request (A+B)	\$ 125,000	\$116,000
D. Goals/Accomplishments	15 Units	20 Units
Maximum Funds Request		
A. Maximum Funds Request	\$ 200,000	\$200,000
B. Leveraging Subrecipient Funds	\$ 60,000	32,000
C. Total Maximum Funds Request (A+B)	\$ 260,000	\$232,000
D. Goals/Accomplishments	30 Units	40 Units

2. Provide a detailed description of each project activity listed in table above.

For FY 2018-19 if new funding does not increase or decrease the estimated funding amount for (HR) activities would be \$555,225 an increase of 13% due to fewer Housing Rehabilitation projects funded in FY 2017-18.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B: FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET (Continued)

FY 2019-20 Complete Project Budget by listing the specific activities that will be paid for by Urban County funds and your leveraged dollars for each phase of this project (complete this activity by using the information you provided in the Minimum Funds Request portion of Part II.B: Funding Request and Accomplishment Budget).

3. Complete table below.

FY 2019-20 FUNDING REQUEST AND ACCOMPLISHMENT BUDGET		
* Minimum Funds Request		
	Example	FY 2019-20 Project
A. Minimum Funds Request	\$ 75,000	\$100,000
B. Leveraging Subrecipient Funds	\$ 50,000	\$ 16,000
C. Total Minimum Funds Request (A+B)	\$ 125,000	\$ 116,000
D. Goals/Accomplishments	15 Units	20 Units
Maximum Funds Request		
A. Maximum Funds Request	\$ 200,000	\$200,000
B. Leveraging Subrecipient funds	\$ 60,000	\$32,000
C. Total Maximum Funds Request (A+B)	\$ 260,000	\$232,000
D. Goals/Accomplishments	30 Units	40 Units

4. Provide a detailed description of each project activity listed in table above.

For FY 2019-20 funding will be estimated as being the same as FY 2018-19; dependent on HUD allocations.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B. FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET (Continued)

FY 2018-19 Complete Project Budget chart below, by listing the specific activities that will be paid for by Urban County funds and your leveraged dollars for each phase of this project (complete this activity by using the information you provided in the Funds Request portion of Part II.B: (Project Budget Chart).

1. Complete table below.

FY 2018-19 PROJECT BUDGET CHART			
Example			
Project Costs	Urban County	Leveraged Resources	Total
Project Activity: Design/Project	\$ 50,000	\$ 30,000	\$ 80,000
Project Activity: Construction	\$ 25,000	\$ 20,000	\$ 45,000
Total Project Cost	\$ 75,000	\$ 50,000	\$ 125,000
Project Costs	Urban County Funds	Leveraged Resources	Total
Project Activity: Design/Project			
Project Activity: Construction	\$200,000		
Project Activity: Inspection		\$32,000	
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Total Project Cost	\$200,000	\$32,000	\$232,000

2. Provide a detailed description of each project activity listed in above table.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

B. FUNDING REQUEST, ACCOMPLISHMENT BUDGET, LEVERAGING AND PROJECT BUDGET (Continued)

FY 2019-20 Complete Project Cost Budget chart below, by listing the specific activities that will be paid for by Urban County funds and your leveraged dollars for each phase of this project (complete this activity by using the information you provided in the Funds Request portion of Part II.B: (Project Budget Chart).

3. Complete table below.

FY 2019-20 PROJECT COST BUDGET CHART			
<i>Example</i>			
Project Costs	Urban County	Leveraged Resources	Total
Project Activity: Design/Project	\$ 50,000	\$ 30,000	\$ 80,000
Project Activity: Construction	\$ 25,000	\$ 20,000	\$ 45,000
Total Project Cost	\$ 75,000	\$ 50,000	\$ 125,000
Project Costs	Urban County Funds	Leveraged Resources	Total
Project Activity: Design/Project			
Project Activity: Construction	\$200,000		
Project Activity: Inspection		\$32,000	
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Project Activity:			
Total Project Cost	\$200,000	\$32,000	\$232,000

4. Provide a detailed description of each project activity listed in above table.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

C: PERFORMANCE OBJECTIVES AND OUTCOMES

1. Using the definitions below, complete the Performance Objectives and Outcomes table below by stating project activity, output, performance objectives and performance outcomes.

Activity Identify project activities geared towards completing project, set quantifiable units of accomplishments (e.g., planning, construction, inspections).

Output Identify project outputs such as proposed units of accomplishments (what do you hope to achieve from your project, (e.g., complete 1,000 lf of sidewalk).

Performance Objectives

- a. **Suitable Living Environment:** In general, this objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- b. **Decent Affordable Housing:** The activities that typically would be found under this objective are designed to cover the wide-range of housing possible under HOME, CDBG, HOPWA, or ESG. This objective focuses on housing programs where the purpose for the project is to meet the individual family or community needs and not programs where the housing is an element of a larger effort.
- c. **Creating Economic Opportunities:** This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Performance Outcomes

- a. **Availability/Accessibility:** This outcome category applies to activities that make services, infrastructure, housing, or shelter available or accessible to low and moderate-income people, including persons with disabilities. In this category, accessibility does not refer only to physical barriers, but also to making the affordable basics of daily living available and accessible to low and moderate-income people.
- b. **Affordability:** This outcome category applies to activities that provide affordability in a variety of ways in the lives of low and moderate-income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
- c. **Sustainability (Promoting Livable or Viable Communities):** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate-income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

C: PERFORMANCE OBJECTIVES AND OUTCOMES (Continued)

1. Complete table below.

PERFORMANCE OBJECTIVES AND OUTCOMES Table			
Example			
Activity	Outputs	Performance Objectives	Performance Outcomes
Inspection	15 Units	Suitable Living Environment	Availability/Accessibility
Construction	15 Units	Decent Affordable Housing	Sustainability
Activity	Outputs	Performance Objectives	Performance Outcomes
Inspection	40 Units	Suitable Living Environment	Sustainability
Construction	40 Units	Suitable Living Environment	Sustainability

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

D: ORGANIZATIONAL/PROJECT CAPACITY AND EXPERIENCE

1. Has your organization received funding for this type of activity during the previous three years? Yes No
 - If you answered, "Yes", complete Previous Funding Table below by identifying the contract number, award amount, program income, if generated; and any unspent funds.
 - If you answered "No" above, submit a letter signed by this applicant's authorized person that identifies one reference from three different funding sources from whom you have received funding in the past three years. The letter must include contact information for the three references (funding source), the amount of funding awarded from each reference, explanation of the use of funds, duration of funding awarded, and state whether or not contractual performance measures were achieved.

PREVIOUS FUNDING TABLE				
Year	Contract Number	Award Amount	Program Income Generated (If Applicable)	Unspent Funds from Award
2017-18				
2016-17				
2015-16				

2. Describe the reason why funds remain unspent in the Previous Funding Table above. Include an explanation of how the organization intends to complete the project.
3. Describe the role of key administrators, staff members, contractors, and volunteers within your organization and their role in implementing the proposed project. Include experience, education, and licensing qualifications in your description.
4. Describe the organization's experience administering this type or similar project.
5. Please submit a copy of your most recent audit (within the last two years) by an independent CPA and a description of corrective action taken for any findings identified by the auditor, both of which will be reviewed by the Housing and Community Development and Homeless Prevention Accounting Manager or designated staff. **Cities:** Submit Financial Audit Report and Financial Statements/Footnotes (Comprehensive Annual Financial Report (CAFR)). **NOTE: YOUR AUDIT MAY BE UPLOADED INTO BIDS SYNC AS A SEPARATE PDF. If you have questions regarding on how to upload/add an additional PDF, contact BidSync customer service.**

Non-Profit organizations please see PART I: C: 1; Organizational Background, Item E

Housing Rehabilitation and Public Facilities & Improvements Application

Fiscal Years 2018-19 & FY 2019-20

E: ORGANIZATIONAL/PROJECT READINESS

Project milestones are an effective method of demonstrating overall project readiness. Enter the date the milestone action was completed in column 1. If the milestone action is in progress, enter the start and end dates in columns 2 and 3. If the action is not applicable to your project, check column 4.

PROJECT/ORGANIZATION READINESS CHART				
	1 Action Complete	2 Action In Progress Start Date	3 Action In Progress End Date	4 Action N/A
Milestone Actions				
A. Governing Body approval to apply for funds		2/13	2/13	
B. Minute Order/Board Resolution		2/13	2/13	
C. Project found in current annual budget				x
Staffing/Consultant assigned for design/ Implementation				X
D. Feasibility Study				x
Design	x			
Project in concept phase				x
RFP/RFQ process administered				x
Consultant contract with design engineer Negotiated				X
Final plans and specifications written		5/8	5/22	
Finals plans and specifications approved		5/8	5/22	
Environmental Approvals (CEQA/NEPA)		2/13	2/13	
E. Acquisition/Rehabilitation		5/22	5/28	

1. Include in your application documentation regarding all completed milestone actions (i.e., Minute Order/Board Resolution, public hearing notice, closed session notice and/or Agenda and applicable documentation for Milestone Actions, A through E)
2. Include in your application a written status for all milestone actions marked as "In Progress." Include supporting documentation to support progress.
3. Include in your application a brief explanation as to why a given milestone action is not applicable to the project, if necessary.

OC Community Services
1300 S. Grand, Building, B, Santa Ana, CA 92705
ENVIRONMENTAL INFORMATION FORM
NEPA (24 CFR Part 58)

PROJECT TITLE:

PROGRAM ACTIVITY (IES):

NAME OF SUBRECIPIENT:

FUND TYPE (S): CDBG HOME ESG NSP OCHA/OPERATING RESERVES CoC General Fund

CONTRACT NUMBER (S):

CONTRACT AMOUNT: \$ 200,000

PROJECT LOCATION: (Provide precise address and include Census Tract No.. If confidential, please insert "Suppressed" and provide Census Tract No.)

City of Stanton - This is a city-wide project and precise locations of each individual rehabilitation project can not be known until the City receives, reviews, and approves each individual application in the order it was received.

PROJECT ACTIVITY LEVEL DESCRIPTION: (Please provide in detail the level of services you provide or the scope of rehabilitation and/or construction your project will involve. If needed, please use attachments.)

The City of Stanton is requesting \$200,000 in CDBG funds to implement the Housing Rehabilitation Program in order to assist low- and moderate-income homeowners with improving their homes, preserve affordable housing, and prevent homelessness. Applicants of low- and moderate-income may apply for up to \$5,000 in CDBG funds. This Program is expected to assist necessary home improvements on 40 units, including new roofing, doors, landscaping, fumigation, energy efficient improvements, safety installations, and handicap accessibility devices. City staff will inspect and monitor the homes of applicants to ensure eligibility and successful implementation of the Program's funds.

(Projects involving new construction, rehabilitation or acquisition activities must complete the SUPPLEMENTAL SITE INFORMATION portion of this form)

EXISTING ENVIRONMENTAL CONDITIONS: (Please, describe the surrounding environment around your project)

There are approximately 11,283 households in the City of Stanton; 49.3 percent of these households are owner-occupied housing units. There is an estimated population of 12,122.5 people per square mile. In total, there is a population of 38,644 in the City of Stanton.

PREVIOUS GOVERNMENTAL ACTIONS/APPROVALS RECEIVED ON YOUR PROJECT: (If applicable, please list and attach a copy of any discretionary approvals you received on your project from a City or other County Agency.)

DISCRETIONARY APPROVAL (S) NEEDED FROM CITY/COUNTY TO COMPLETE YOUR PROJECT (S):

Approval to apply for and receive CDBG funds for the implementation of the Housing Rehabilitation Program, to be received on 2/13/18.

Approval of the Notice of Exemption for the Program, to be received on 2/13/18.

I hereby declare that the statements furnished above, including any exhibits attached hereto represent all information required for this assessment. Said statements together with any exhibits attached hereto are true and correct,


Signature

Comm. Dev. Director
Title

1/16/18
Date

Existing Conditions and Trends: Describe the existing conditions of the project area and its surroundings. [24 CFR 58.40(a)]

This is a city-wide program in which eligible residents apply for up to \$5,000 in CDBG funding to assist with making specified home improvements on the exterior of their homes. Applications are reviewed and approved on a case-by-case basis in the order in which it was received. There are approximately 11,283 households in the City of Stanton; 49.3 percent of these households are owner-occupied housing units. There is an estimated population of 12,122.5 people per square mile. In total, there is a population of 38,644 in the City of Stanton.

Is current zoning and use appropriate for the proposed site? If not, present a plan for obtaining any discretionary approvals.

All home improvement construction will take place on owner-occupied, single-family residential properties in the City of Stanton. The Program does not require the City to receive any additional approvals for the zoning for the purposes of making home improvements on residences.

Prior Analysis:

Have there been any prior Environmental Reviews completed for the proposed site or project within the last five (5) years. *If yes, please attach copies of the Environmental Review.* Yes No

Has the site been involved in any other proposals previously submitted to this office? Yes No

Title of Prior Proposal; Housing Rehabilitation Program

Applicant's Name: City of Stanton

Eventual Result:

Project Not Funded

Project Funded

\$ 75,000

Project Completed

Date Completed

March 31, 2019

Project Cancelled

Date Cancelled

Describe reasons why project was cancelled:

Attachment A – Response Questions

Part I

B: Project Information

3. ***Provide a high-level summary description of your project.***

The City of Stanton's Housing Rehabilitation Program was initiated in 2003 in order to assist low- and moderate-income homeowners with improving their homes, preserving affordable housing, and preventing homelessness. The City saw the need for the program due to the large number of homes that were built between 1940 and 1970. Approximately 75.5 percent, or 8,263 homes, were built during this time and now require substantial deferred maintenance. The Housing Rehabilitation Program reimburses homeowners up to 50 percent of the costs of home improvements, up to \$5,000. However, many very low and low-income residents cannot afford their share of the matching funds. In such cases, the City waives the match requirement, allowing the homeowner to participate in the Program. The improvements must be exterior items or address life safety issues. Items included as part of the program include, new roofs, doors, windows, landscaping, fumigation, energy efficient improvements, and handicap accessibility devices. City staff will inspect and monitor the homes of applicants to ensure eligibility and successful implementation of the Program's funds.

4b. ***Describe all the actions your organization has taken in support of HUD's goal to provide Opportunities to MBE/WBE's.***

Homeowners will be recommended to use MBE/WBE businesses as part of this Program. The City will also ensure that the City's list of contractors included in the

Attachment A – Response Questions

application packet will include qualified MBE/WBE businesses. Additionally, contractors will be encouraged to use MBE/WBE subcontractors on the project and will be requested to advertise subcontracting opportunities in trade papers and magazines. The City is committed to supporting and providing opportunities to MBE/WBE businesses.

Part II: Housing Rehabilitation

A: Priority Needs, HUD Eligibility Requirements and National Objective

- 3a. ***Summarize the Scope of Services for your project including the minimum number of units to be assisted by the federal funding.***

The City of Stanton is requesting \$200,000 in CDBG funds to implement the Housing Rehabilitation Program in order to assist low- and moderate-income homeowners with improving their homes, preserve affordable housing, and

Attachment A – Response Questions

prevent homelessness. In addition, the City will provide up to \$32,000 in leveraged resources for the purposes of administering and implementing the program, including records management and processing. Applicants of low- and moderate-income may apply for up to \$5,000 in CDBG funds. This Program is expected to assist necessary home improvements on 40 units, including new roofing, doors, landscaping, fumigation, energy efficient improvements, safety installations, and handicap accessibility devices. City staff will inspect and monitor the homes of applicants to ensure eligibility and successful implementation of the Program's funds.

3b. ***Why is the project needed?***

According to the Orange County Health Disparities Report published in 2016, the City of Stanton has the lowest median household income for the County and falls below the 50th percentile for all demographic variables. Due to the limited income of residents, these necessary home improvements have not taken place and have often resulted in code enforcement violations. In many cases, these very low and low-income property owners would be forced to sell their homes due to the costs of addressing and remediating code violations. This Program addresses the blighted conditions of disadvantaged, low-income neighborhoods while also preserving affordable housing and preventing homelessness. In addition, this Program would also assist the disabled and elderly in day-to-day living by providing ADA accessibility devices.

Attachment A – Response Questions

- 3c. ***Describe how the project preserves a low and moderate-income neighborhood, or provided other community benefits.***

This Program preserves low and moderate-income neighborhoods by allowing low and moderate-income residents to make improvements to their homes which they would otherwise not be able to afford. The Program enhances these neighborhoods by removing and improving the blighted conditions and enhancing the aesthetics of the area, which in turn increases pride in ownership and encourages surrounding homeowners to make improvements as well. As mentioned earlier, many of these cases involve very low and low-income property owners in violation of code enforcements because they lack the financial means to make the necessary home improvements and modifications. Other cases involve the City's elderly residents, many of which live in retirement with fixed incomes and can't afford to address home improvements. According to the 2010-2014 American Community Survey, approximately 11.9 percent of residents are over the age of 65 and living below the poverty level. Without any other support, these homeowners would be forced to sell their homes due to the costs of addressing and remediating the code violations.

- 4a. ***Based upon your description of this project in section A: Priority Needs Chart, state how your organization will address meeting a priority need with your performance and outcomes. In your description, state how your performance objectives and outcomes apply to the project's beneficiaries and specifically explain how this project will affect the beneficiaries.***

Attachment A – Response Questions

The City of Stanton has identified the housing rehabilitation of very low, low, and moderate-income single-family property owners as a high priority need. The Housing Rehabilitation Program addresses this priority by providing financial assistance to these low-income property owners for the purposes of specified home improvements, including new roofing, doors, landscaping, fumigation, energy efficient improvements, safety installations, and handicap accessibility devices. The City uses CDBG funds to pay for 50% of the improvements, up to \$5,000, and the applicant matches with the remaining 50%. However, many low-income residents cannot afford to meet the 50% match requirement and thereby cannot participate in the program. In such cases, the match requirement of the applicant is waived, allowing the City's most vulnerable and disadvantaged property owners to participate in the program and make the needed improvements to preserve their homes. In addition to home improvements, outcomes would include neighborhood revitalization, improved aesthetics, increased investment in the community surrounding neighbors, and greater access and participation in the City's Housing Rehabilitation Program.

- 4b. ***Describe what tools your organization will utilize to measure this project's effect on the intended beneficiaries. In your description include how your organization will measure its success in meeting the needs of the project's beneficiaries.***

Staff will monitor and inspect the areas in question to evaluate anticipated project outcomes. This entails visual inspections and photographs to ensure the home improvements have been completed and have resulted in improved aesthetics and

Attachment A – Response Questions

compliance with all municipal codes. Staff will also conduct follow-up inspections to monitor increased investment in the community by neighbors and the improved aesthetics resulting from these investments. The inspections and monitoring will also entail a general measure of neighborhood revitalization through increased investment in the community and the prevalence of blight conditions in the neighborhoods in question. A decline in blight conditions would indicate improved conditions and revitalization of neighborhoods, including a lack of dead landscaping and deteriorated paint, windows and doors, and increased energy efficiency.

- 4c. ***Describe the specific population that your project will serve (i.e., low to moderate-income).***

This program provides aid to the City's most vulnerable and disadvantaged populations, which include very low, low, and moderate-income property owners as well as disabled peoples and the elderly. This program specifically targets those very low and low-income residents at risk of selling and losing their homes due to the costs of addressing and remediating municipal code violations on their homes.

- 4d. ***Describe the intended benefits to the population being served (i.e., preservation of a low to moderate-income neighborhood).***

One of the primary intended benefits of this Program is to preserve the low to moderate-income housing units and neighborhoods for residents in the City of Stanton. According to the OC Community Indicators published in 2016, Stanton ranks as the city with the lowest level of family financial stability, scoring a 1 out of

Attachment A – Response Questions

10 on the Family Financial Stability Index (FFSI). Many of the City's residents cannot afford to make home improvements, and are forced to live in homes under blighted conditions or sell their homes due to municipal code violations and the inability to remediate the costs of home improvements. This program helps to preserve the low-income communities of the City. Improvements made to these homes and neighborhoods also provides benefits to the entire City by improving overall neighborhood aesthetics and conditions. In addition, the Program would also assist the disabled and the elderly in day-to-day living by providing ADA accessibility devices. Lastly, the Housing Rehabilitation Program realizes the national objectives of the US Department of Housing and Urban Development (HUD) by focusing on a project area that has well over 51% of its units occupied by low- and moderate-income households.

4e. ***Describe the ramifications if your project is not recommended for funding this fiscal year.***

If the project is not funded, 40 eligible homeowners who require housing rehabilitation will not be able to participate in the Program and any substandard housing issues and life safety issues they are experiencing will not be addressed. In many cases, this Program prevents homelessness and preserves affordable housing neighborhoods by assisting the City's most vulnerable residents. This is also a vital program for the City's elderly residents, many of whom have fixed incomes and live below the poverty level. Without proper funding and assistance, these potential applicants could be forced to vacate and sell their homes or live under blighted and poor-quality conditions.

B: Funding Request, Accomplishment Budget, Leveraging and Project Budget

FY 2018-19 Funding Request and Accomplishment Budget

2. ***Provide a detailed description of each project activity listed in table above.***

The City is requesting a maximum of \$200,000 in CDBG funds to assist low- and moderate-income single-family homeowners with making improvements on their home. In addition, the City is leveraging a maximum of \$32,000 in resources to cover the administration and implementation of the Program, including Staff time for records management and processing. Eligible homeowners are able to apply for up to \$5,000 in funds to go towards construction of specified exterior home improvements, including new roofing, doors, landscaping, fumigation, energy efficient improvements, safety installations, and handicap accessibility devices. A maximum award of \$200,000 to the City would provide approximately 40 homes (units) with funding for home improvements. An award of the minimum requested \$100,000 would service up to 20 homes. The City would match the minimum requested amount with \$16,000 in leveraged resources for the purposes of administering and implementing the Program, including staff time for records management and processing.

Attachment A – Response Questions

FY 2019-20 Funding Request and Accomplishment Budget

- 4. Provide a detailed description of each project activity listed in table above.***

The City is requesting a maximum of \$200,000 in CDBG funds to assist low- and moderate-income single-family homeowners with making improvements on their home. In addition, the City is leveraging a maximum of \$32,000 in resources to cover the administration and implementation of the Program, including Staff time for records management and processing. Eligible homeowners are able to apply for up to \$5,000 in funds to go towards construction of specified exterior home improvements, including new roofing, doors, landscaping, fumigation, energy efficient improvements, safety installations, and handicap accessibility devices. A maximum award of \$200,000 to the City would provide approximately 40 homes with funding for home improvements. An award of the minimum requested \$100,000 would service up to 20 homes. The City would match the minimum requested amount with \$16,000 in leveraged resources for the purposes of administering and implementing the Program, including staff time for records management and processing.

FY 2018-2019 Project Budget Chart

- 2. Provide a detailed description of each project activity listed in table above.***

Attachment A – Response Questions

A total of \$200,000 in CDBG Urban County funds will go towards construction costs of specified exterior home improvements, including new roofing, doors, landscaping, fumigation, energy efficient improvements, safety installations, and handicap accessibility devices. Eligible applicant's may apply for up to a maximum of \$5,000. The City expects to assist with the construction costs for up to 40 homes. A total of \$32,000 in leveraged resources from the City would cover the costs for City staff in administering and implementing the Program, including records management and processing.

4. ***Provide a detailed description of each project activity listed in table above.***

A total of \$200,000 in CDBG Urban County funds will go towards construction costs of specified exterior home improvements, including new roofing, doors, landscaping, fumigation, energy efficient improvements, safety installations, and handicap accessibility devices. Eligible applicants may apply for up to a maximum of \$5,000. The City expects to assist with the construction costs for up to 40 homes. A total of \$32,000 in leveraged resources from the City would cover the costs for City staff in administering and implementing the Program, including records management and processing.

D: Organizational/Project Capacity and Experience

Attachment A – Response Questions

3. ***Describe the role of key administrators, staff members, contractors, and volunteers within your organization and their role in implementing the proposed project. Include experience, education, and licensing qualifications in your description.***

The City has been operating the Housing Rehabilitation Program since 2003. Through the program, the City has assisted over 600 residents in rehabilitating their homes. Kelly Hart, Director of Community Development, has over 10 years of experience in managing this and other similar community development projects and will be overseeing the Program. Associate Planner Rose Rivera will be responsible for the day-to-day administration of the Program, including processing and records. Rose has over 7 years of experience working in community development. Records Manager Cecilia Drosihn has over 12 years of experience in working with local jurisdictions on community development projects and will be responsible for managing the records of the Program. In addition, City Manager James A. Box has over 15 years of experience in community development projects and administering CDBG grants, including 7 years of work in city management.

4. ***Describe the organization's experience administering this type or similar project.***

The City has a combined total of 8 years of experience administering the Housing Rehabilitation Program. The City has proven successful in administering CDBG funds to operate this Program in the past, having last

Attachment A – Response Questions

received funding for the Program in 2010. In addition, the City has over 15 years of experience in administering other similar projects with CDBG funds, including a successful history of Public Facilities and Improvements projects. All funds have been drawn down in a timely manner and all milestones have been met.

- 5. Submit Financial Audit Report and Financial Statement/Footnotes (Comprehensive Annual Financial Report (CAFR))**

See Attachment C

E: Organizational/Project Readiness

- 1. Include in your application documentation regarding all completed milestone actions.**

The Housing Rehabilitation Program, formerly known as the “Homeowner Rebate Program”, was designed in 2003 when the Program was first implemented. A copy of the original program design and guidelines has been attached to this RFP packet. (See Attachment D)

- 2. Include in your application a written status for all milestone actions marked as “In Progress”.**
- 3. Include in your application a brief explanation as to why a given milestone action is not applicable to the project, if necessary.**

Attachment A – Response Questions

A. Governing Body approval to apply for funds

The City Council for the City of Stanton is scheduled to approve the application to apply for CDBG funds for the purposes of implementing the Housing Rehabilitation Program at the next scheduled council meeting, February 13th, 2018. This Program has already been approved and implemented in the past, and will simply need to be reapproved for the FY 2018-19 and FY 2019-20 funding cycles.

B. Minute Order/Board Resolution

The City Council for the City of Stanton is scheduled to approve the application to apply for CDBG funds for the purposes of implementing the Housing Rehabilitation Program at the next scheduled council meeting, February 13th, 2018. This Program has already been approved and implemented in the past, and will simply need to be reapproved for the FY 2018-19 and FY 2019-20 funding cycles.

C. Project found in current annual budget;

N/A – This project is unable to be including in the City's annual budget without notice of approval to receive funds from the Board of Supervisors overseeing the CDBG grant program.

Staffing/Consultant assigned for design/Implementation

Attachment A – Response Questions

N/A – This Program has already been designed, implemented, and administered in the past and does not require this milestone action to be completed again.

D. Feasibility Study

N/A – A feasibility study does not need to be conducted for this Program, as tis Program has already been designed, implemented, and administered in the past.

Design

The Housing Rehabilitation Program, formerly known as the “Homeowner Rebate Program”, was designed in 2003 when the Program was first implemented. A copy of the original program design and guidelines has been attached to this RFP packet. (See Attachment C)

Project in concept phase

N/A – This Program has already been designed, implemented, and administered in the past and does not require this milestone action to be completed again.

RFP/RFQ Process administered

N/A – The Program operates on a “first come, first served” basis where applications are reviewed and accepted in the order they are received. The City does not send out an RFP because the home improvement construction is subcontracted and managed by the applicants on an individual case basis.

Attachment A – Response Questions

Consultant contract with design engineer negotiated

N/A – This Program has already been designed, implemented, and administered in the past and does not require this milestone action to be completed again.

Final plans and specifications written

Once the City of Stanton has received notice and approval for the requested amount of CDBG funds, to be expected May 8th, 2018, City Staff will prepare the written final plans and specifications for the Program. Since this Program has already been designed, implemented, and administered in the past, there is limited final specifications that will need to be done. The City expects this milestone action to be initiated on May 8th and be completed on May 22nd.

Final plans and specifications approved

Once the City of Stanton has received notice and approval for the requested amount of CDBG funds, to be expected May 8th, 2018, City Staff will prepare the written final plans and specifications for the Program. Since this Program has already been designed, implemented, and administered in the past, there is limited final specifications that will need to be done. The City expects this milestone action to be approved by the City Council at the council meeting scheduled for May 22nd.

Environmental Approvals (CEQA/NEPA)

Attachment A – Response Questions

There are several sections on Part F: Environmental Information Form of the RFP packet that are unable to be answered or do not apply to this particular Program. For example, the City is not able to provide specific site location data and other related information because this is a city-wide program and the specific sites will not be known until applications have been received, reviewed, and approved by City staff. The City has been advised by the County to leave those sections blank and complete all the applicable sections.

E. Acquisition/Rehabilitation

Once the City of Stanton has received notice and approval for the requested amount of CDBG funds, to be expected May 8th, 2018, City Staff will prepare for accepting applications from eligible homeowners for the Housing Rehabilitation Program. The City expects to begin expending CDBG funds for housing rehabilitation projects following approval of its final specifications and guidelines, to be expected after the City Council meeting on May 22nd, 2018.

Attachment B - Reference Letter

January 15, 2018

Judi Crumly
Contracts Manager
Orange County Community Resources

RE: Organizational/Project Capacity and Experience – City of Stanton

Dear Ms. Crumly,

On behalf of the City of Stanton, I am writing to you and the Orange County Community Resources regarding the Housing Rehabilitation program you are offering. As a component of the program, we are required to submit the contact information and important details from three separate funding sources:

Year	Agency	Contact Information	Award Amount	Use of Funds	Duration	Achieved
2015	Board State and Community Corrections	Colleen Curtin 916-445-8066 colleen.curtin@bscc.ca.gov	\$500,000 per year	City-wide Gang reduction program	January 1, 2015 – December 31, 2017	Yes
2015	County of Orange	Ericka Danczak 714-566-2828 ericka.danczak@ssa.ocgov.com	\$1.25 million over five years	Families and communities together grant. Provision of services promoting safe and stable families.	July 1, 2015 – June 30, 2020	In progress
2015	County of Orange	Craig Fee 714-480-2996 Craig.fee@occr.ocgov.com	\$250,000	City street construction and road improvements.	March 24, 2015 – July 28, 2017	Yes

The City of Stanton is excited for this opportunity to better serve our residents' needs. If you need any additional information about the program or our City, please do not hesitate to ask.

Sincerely,



James A. Box
City Manager
City of Stanton

ORDINANCE NO. 1076

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING SECTION 2.56.075 OF THE MUNICIPAL CODE PERTAINING TO LOCAL VENDOR PREFERENCES

WHEREAS, the City's existing municipal code includes a local vendor preference granting "a one percent differential in lieu of sales tax loss for the purchase of materials, supplies, equipment, personal property and services"; and

WHEREAS, in November 2014 residents approved the "Stanton 9-1-1 Public Safety and Essential City Services Protection Measure," which established a one-cent transactions and use tax in the City and which took effect April 1, 2015; and

WHEREAS, a local preference ordinance would encourage businesses to locate to and remain in Stanton; and

WHEREAS, the City desires to benefit local businesses in an effort to promote the economic health of the City by keeping dollars, jobs, and sales and transactions and use taxes within the City; and

WHEREAS, Public Contract Code § 22030 et seq., preempts local preference in regard to the procurement of goods and services for public works projects which requires the City to award to the lowest responsible bidder.

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

SECTION 1: CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 2: Amending Section 2.56.075 Local Vendor Preference. Section 2.56.075 of Title 2 of the Stanton Municipal Code is hereby amended to read as follows:

"2.56.075 Local Vendor Preference

Local Vendors are granted a two percent (2%) differential in lieu of sales and transactions tax loss for the purchase of materials, supplies, equipment and personal property. Prices, fitness, quality,

delivery and service being equal, preference will be given to the local vendor, in the purchase of supplies and equipment, as provided for in a purchasing policy adopted by the city council by resolution. Local vendor preference shall not be granted for contracts involving public works, personal, professional, and consultant services, or as otherwise prohibited by law. For the purposes of this section, "local vendor" means a business having its principal place of operation within the jurisdictional boundaries of the city and a valid business license. For purposes of this chapter, when the city considers a local vendor's bid in connection with the purchase of supplies and equipment, the local vendor's bid shall be the bid amount after the applicable percent differential is applied."

SECTION 3: Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Stanton hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases may be declared invalid or unconstitutional.

SECTION 4: Effective Date. This Ordinance No. 1076 shall be effective 30 days after its adoption.

SECTION 5: Publication. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, and ADOPTED this 13th day of February, 2018.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM

MATTHEW E. RICHARDSON, 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. 1076 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 23rd day of January, 2018 and was duly adopted at a regular meeting of the City Council held on the 13th day of February, 2018, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

ORDINANCE NO. 1077

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, MAKING FINDINGS THAT THE DEVELOPMENT AT 8232 LAMPSON AVENUE IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND STANTONLAMPSON 2017, LLC FOR CERTAIN REAL PROPERTY LOCATED AT 8232 LAMPSON AVENUE, WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.

WHEREAS, on August 21, 2017, StantonLampson 2017, LLC ("Applicant") filed applications for approval of a Precise Plan of Development PPD-788, Tentative Map TM17-02, Planned Development Permit PDP17-02, and a Development Agreement for the development of a 4.95 acre site ("Project Site"), located at 8232 Lampson Avenue which will include the demolition of an existing shed and abandoned well, and construction of 35 single-family detached homes and associated site improvements ("Project"); and

WHEREAS, the City of Stanton ("City") has found that development agreements strengthen the public planning process, encourage private participation in comprehensive planning by providing a greater degree of certainty in that process, reduces the economic costs of development, allow for the orderly planning of public improvements and services, allocate costs to achieve maximum utilization of public and private resources in the development process, and ensures that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code section 65864 *et seq.*, the City is authorized to enter into development agreements providing for the development of land under terms and conditions set forth therein; and

WHEREAS, StantonLampson 2017, LLC proposes to develop the Project Site located in the City of Stanton, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference ("Property") for the Project; and

WHEREAS, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, Developer has proposed to enter into a development agreement concerning the Project ("Development Agreement") to provide assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements except as provided in the Development Agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, the City desires the timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan; and

WHEREAS, the City Council has found that this Development Agreement is consistent with the City's General Plan; and

WHEREAS, the City Council has determined that by entering into the Development Agreement: (i) the City will promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan; (ii) significant benefits will be created for City residents and the public generally from increased housing opportunities created by the Project; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project which are or will be the subject of subsequent development applications and land use entitlements for the Project as well as the Development Agreement; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.), the City is the lead agency for the proposed Project; and

WHEREAS, the State CEQA Guidelines state that there exist categories of projects that are exempt from CEQA; and

WHEREAS, in accordance with CEQA and the State CEQA Guidelines, the City has determined approval of the Project is exempt from the requirements of CEQA and the State CEQA Guidelines pursuant to State CEQA Guidelines section 15332, Class 32 (In-fill Development Projects); and

WHEREAS, on January 17, 2018, the Planning Commission conducted a duly-noticed public hearing to consider Precise Plan of Development PPD-788, Tentative Map TM17-02, Planned Development Permit PDP17-02, and the Development Agreement for the Project, at which hearing members of the public were afforded an opportunity to comment upon the Development Agreement; and

WHEREAS, the Planning Commission adopted a resolution recommending that the City Council approve the Development Agreement; and

WHEREAS, on February 13, 2018, the City Council conducted a duly noticed public hearing and considered evidence concerning the Development Agreement; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the City Council at a publicly noticed hearing and have been found to be fair, just, and reasonable, and consistent with the General Plan; and

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

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

SECTION 1. The City Council hereby finds that the recitals set forth above are true and correct and are incorporated herein as substantive findings of the Ordinance.

SECTION 2. Based upon its review of the entire record before it, including the Initial Study and Traffic Analysis, the City Council exercises its independent judgment and finds that the Project, as conditioned herein, is categorically exempt from environmental review under the CEQA pursuant to State CEQA Guidelines Section 15332, Class 32 (In-fill Development Projects). The Class 32 exemption specifically exempts from further CEQA review projects characterized as in-fill development meeting each of the following conditions. First, the Project must be consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations. The project is consistent with the general plan including Strategy LU 3.1.2, and Community Development Goal CD 1.2, and with approval of the Planned Development Permit, the project is consistent with the Zoning Code. Second, the proposed development must occur within city limits, on a project site of no more than five acres, and be substantially surrounded by urban uses. The site is 4.95 acres in size and located in an urbanized area, surrounded by fully developed parcels, including a school, mobile home park, commercial shopping center, and condominiums. Third, the Project site must have no value has habitat for endangered, rare, or threatened species. There are no known endangered, rare or threatened species in the City, and the site in its current condition has not been identified as a designated site for any endangered, threatened or rare species. Fourth, approval of the Project must not result in any significant effects relating to traffic, noise, air quality, or water quality. The traffic analysis provided by the applicant, and reviewed and confirmed by the City Engineer, identifies that the number of trips added as a result of this project are significantly less than what was planned for as part of the general plan, and can be accommodated on the street without creating any significant impact on the traffic or level of service of Lampson Ave. The noise and air quality will have no significant impact as a result of this project beyond the temporary standard construction operations, and with the completion of a Water Quality Management Plan, the project will not create any significant impact to the water quality on the site and in the vicinity. Finally, the Project site must be adequately served by all required utilities and public services. The site is also able to be adequately served by all required utilities and public services. As the site is located within an urbanized area, water, electrical, cable and phone, and sewer services are all established within the area, and the site will be able to connect to all services. All emergency public services are also available and able to service the site. The Fire Department has reviewed the plans and deemed that there is appropriate access to the site to accommodate their equipment. All required documentation has been completed for the project in compliance with CEQA and the Project qualifies for the Class 32 exemption.

Furthermore, none of the exceptions to the use of the Class 32 categorical exemption identified in State CEQA Guidelines section 15300.2 apply. The Project will not result in a cumulative impact from successive projects of the same type in the same place, over time. There are no unusual circumstances surrounding the Project that result in a reasonably possibility of a significant effect on the environment. The Project will not damage scenic resources, including trees, historic buildings, rock outcroppings, or similar resources. The Project does not include any hazardous waste sites, and the project will not cause a substantial adverse change in the significance of a historical resource. Thus, the Class 32 exemption applies, and no further environmental review is required.

SECTION 3. Pursuant to Government Code Section 65867.5(b) and Stanton Municipal Code Section 20.510.050(D), and based on the entire record before the City Council including all written and oral evidence presented to the City Council, hereby makes the following findings:

1. Public Benefit: The Development Agreement provides benefit to the City because the Project contemplated in the Development Agreement includes improvement of a vacant lot to provide housing opportunities for City residents. Moreover, the Development Agreement requires the Applicant to provide substantial improvements to the site including an enhanced open space area and extensive landscaping throughout the Project, and provide a financial benefit for the improvement of public facilities throughout the City.

2. General Plan, Specific Plan, and Zoning Code Consistency: The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan and any applicable Specific Plan, and this Zoning Code because the Project Site is in the High Density Residential (RH) Zoning District with a South Gateway Mixed-Use District Overlay, which allows for single-family detached dwelling units. The Project meets those General Plan and Zoning Code standards, with exception of the rear setback, minimum density, and driveway apron width requirements. However, with approval of a Planned Development Permit in conjunction with the development proposal, and the making of the required findings, the project would be permitted within the High Density Residential (RH) zone. There is no Specific Plan applicable to the Project Site. The proposed Project meets the following General Plan Goals and Strategies:

Strategy LU-3.1.2: To encourage infill and mixed use development within feasible development sites. The project would be developed on an underutilized property that is blighted with overgrown vegetation and dilapidated structures. As such, the project would remove the blighted conditions with an infill development, and is therefore consistent with the stated strategy.

Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton. The architectural details, complementary building materials and colors of the homes are appropriate for the project's location on Lampson Avenue which is identified in the General Plan as a secondary corridor. In addition, the

project provides street trees, extensive landscape treatment and decorative masonry walls in the front yard setback area to enhance the visual corridor along Lampson Avenue.

Action H-4.1.3(a): to develop housing for large families. The development would consist of larger single-family residential dwellings consisting of 4-5 bedrooms, three bathrooms, and great rooms within the residence. The homes are also designed to provide a bedroom on the first floor, providing opportunities for multi-generational living arrangements.

3. Compliance with Development Agreement Statute. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5 because the Agreement provides assurance to the applicant for the development of the Project, which consists of a 35-unit single-family detached dwelling. The Development Agreement specifies the duration of the agreement, permitted uses of the property, density and intensity of use, and provision of public benefits to the City. Specifically, the Development Agreement provides a three-year term in which the Applicant has a vested right to develop the residential subdivision on the Project Site in accordance to existing City regulations and Planned Development Permit PDP17-02. In exchange, the Project will provide housing opportunities for Stanton residents, and opportunities for improvements to public facilities throughout the City. Moreover, the Applicant will provide a high quality, aesthetically appealing homes with substantial improvements to the site including a park area with amenities including a BBQ, a shade structure and enhanced landscaping.

SECTION 4. As provided in section 8.5 of the Development Agreement and pursuant to Stanton Municipal Code Section 20.500.030, the City Council shall be the approving body for the precise plan of development, tentative tract map, and planned development permit for the project addressed by the Development Agreement.

SECTION 5. The City Council hereby approves and adopts the Development Agreement attached hereto as Exhibit "B", entitled, "Development Agreement between the City of Stanton, a California municipal corporation and StantonLampson 2017, LLC, a California limited liability company". The Development Agreement shall not take effect unless and until Precise Plan of Development PPD-788, Tentative Tract Map TM17-02, and Planned Development Permit PDP17-02 are each approved by the City Council.

SECTION 6. The documents related to this Ordinance are on file and available for public review at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of these documents.

SECTION 7. 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 8. This Ordinance shall be effective thirty days after its adoption. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted as required by law. Pursuant to Government Code Section 65868.5, within 10 days following the entering into of the Development Agreement, as evidenced by full execution thereof, the City Clerk shall record with the Orange County Recorder a copy of the Development Agreement.

SECTION 9. The City Council hereby directs staff to prepare and file a Notice of Exemption with the Orange County Clerk within five (5) working days of the approval of the proposed Project.

PASSED, APPROVED, AND ADOPTED this 27th day of February, 2018.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, do hereby certify that the foregoing Ordinance No. 1077 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 13th day of February 2018, and thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 27th day of February 2018, by the following vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

CERTIFICATION STATEMENT

I, Patricia A. Vazquez, City Clerk of the City of Stanton, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance No. 1077, passed by the people of the City of Stanton, as declared by the City Council on the day and year set forth above, and published pursuant to law.

PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT "A"

LEGAL DESCRIPTION

Real property in the City of Stanton, County of Orange, State of California, described as follows:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN IN THE RANCHO LOS ALAMITOS IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 1 OF LOT LINE ADJUSTMENT (LLA) LL86-1 IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS RECORDED IN INSTRUMENT 86-571438 OF RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF PARCEL 1 OF SAID LOT LINE ADJUSTMENT (LLA) LL86-1;

THENCE NORTH 89°59'36" EAST ALONG THE MOST NORTHERLY LINE OF SAID PARCEL 1, A DISTANCE OF 156.66 FEET;

THENCE SOUTH 00°09'31" EAST 110.00 FEET;

THENCE SOUTH 45°04'50" EAST 21.24 FEET;

THENCE NORTH 89°59'36" EAST 220.15 FEET TO THE MOST EASTERLY LINE OF SAID PARCEL 1;

THENCE SOUTH 00°13'32" EAST ALONG SAID MOST EASTERLY LINE 500.14 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL 1 SOUTH 89°57'43" WEST 392.39 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE NORTH 00°09'31" WEST ALONG THE WESTERLY LINE OF SAID PARCEL 1 A DISTANCE OF 623.33 FEET TO THE POINT OF BEGINNING.

THIS LEGAL DESCRIPTION IS MADE PURSUANT TO THAT CERTAIN GRANT DEED, AND CONVEYED TO THE STANTON HOUSING AUTHORITY, RECORDED JUNE 29, 2011, AS INSTRUMENT NO. 11-317720 OF OFFICIAL RECORDS.

APN: 131-491-18

EXHIBIT "B"

**CITY OF STANTON AND STANTONLAMPSON 2017, LLC
DEVELOPMENT AGREEMENT**

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Council Members

DATE: February 27, 2018

SUBJECT: ASSISTANT CITY MANAGER EMPLOYMENT AGREEMENT

REPORT IN BRIEF:

For consideration is the employment agreement with Stephen M. Parker for Assistant City Manager.

RECOMMENDED ACTIONS:

That the City Council:

1. Find that this item is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making, and
2. Authorize City Manager to execute employment agreement on behalf of the City with Stephen M. Parker.

FISCAL IMPACT:

The additional cost to the FY 2017/18 Budget for the compensation package being offered is \$4,000 and has been included in the Mid-Year Budget Adjustment.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(2).

LEGAL REVIEW:

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

PUBLIC NOTIFICATION:

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

STRATEGIC PLAN OBJECTIVE ADDRESSED:

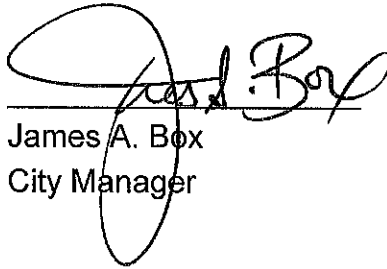
6. Maintain and Promote a Responsive, High Quality and Transparent Government.

Prepared by:

Approved by:



Cynthia Guzman
Human Resources Specialist



James A. Box
City Manager

Attachments:

A. Assistant City Manager Employment Agreement

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into effective as the 27th day of February 2018 between the CITY OF STANTON ("City") and STEPHEN M. PARKER ("Employee") as follows:

WHEREAS, the City desires to employ the services of Employee as ASSISTANT CITY MANAGER as provided by the Stanton Municipal Code; and

WHEREAS, Employee is familiar with the legal requirements, industry standards, responsibilities, the duties of the position; warrants that he has the skill and ability to serve in such position; and wishes to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained the parties hereto agree as follows:

1. Employment and Term. The City hereby agrees to employ Employee, and Employee accepts at will employment upon the terms and conditions set forth herein. The effective date of employment shall be March 5, 2018. The term of this Agreement shall be for three (3) years, unless sooner terminated or extended by the parties as set forth in this Agreement. In the event that the City Manager determines that the Employee is not to be reemployed upon expiration of this Agreement, Employee shall be given written notice thereof by the City at least two (2) months in advance of the expiration of the term of this Agreement. Should the City fail to give notice at least two (2) months prior to the end date of this Agreement, the Agreement shall be extended on the same terms for an additional period of one (1) year.

2. Duties and Obligations of Employee.

A. As of the date of this Agreement, the parties formalize the employment agreement for Employee's work as ASSISTANT CITY MANAGER ("Position") and Employee's job responsibilities as set forth in the relevant job description, attached as Exhibit "A." Employee hereby agrees to perform the functions and duties of the Position as set forth in the applicable job description as may be amended in the City's discretion from time to time, the City's Municipal Code, ordinances, rules, regulations, and policies, and to perform such other duties and functions as the City Manager may assign. It is expressly understood that the terms of this Agreement, including those governing termination of employment, supersede any rights otherwise conferred by the City generally to its personnel.

B. Employee shall be under the day to day supervision and direction of the City Manager, shall be subject to any such other terms and conditions of employment as the City Manager may from time to time impose so long as not inconsistent with the provisions of this Agreement or law, and shall be expected to attend all City Council meetings unless directed otherwise by the City Manager.

C. Employee will focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the City, except that:

(1) The expenditure of reasonable amounts of time, not in conflict with the City's needs and interests, for educational, charitable, community, and professional activities, shall not be deemed a breach of this Agreement and shall not require prior consent.

(2) This Agreement shall not be interpreted to prohibit Employee from making passive personal investments or conducting private business affairs off-duty if those activities do not materially interfere with the services required under this Agreement.

D. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee unless disclosed within the scope of his duties. Such materials shall not, without the prior written consent of the City, be used by Employee for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

3. Salary and Benefits.

A. *Salary.* City agrees to pay Employee for his services rendered pursuant hereto at the monthly base salary range Step "F," of Thirteen Thousand, Nine Hundred and Eighty-One (\$13,981.00), payable in installments at the same time as other employees of the City. Merit salary review dates shall fall upon the completion of twelve (12) months of service intervals, following the last salary review date. In addition, Employee shall be entitled to automatically receive any cost of living adjustment ("COLA") or other salary or fringe benefit increases provided to all general City employees.

B. *Comprehensive Leave.* In lieu of sick, vacation, administrative, or other paid leave, Employee is eligible to accrue up to a maximum of three hundred (300) hours of comprehensive leave each year of this Agreement. Employee has been granted three hundred (300) hours of comprehensive leave, representing the amount for the 2017-18 year beginning July 1, 2017 through June 30, 2018. Thereafter, on June 30, 2018, and on every June 30th thereafter during the term of this Agreement, Employee shall be paid at his then-current rate of pay for all accumulated comprehensive leave up to a maximum of Two Hundred Five (205) hours. After any such pay out of comprehensive leave each year, any surplus accumulated comprehensive leave shall be carried forward to the following year. On July 1st of each year during the term of this Agreement, the total amount of comprehensive leave available to Employee shall be replenished to reach the maximum comprehensive leave accumulation limit of Three Hundred (300) hours.

C. *Automobile Allowance.* Upon proof of insurance coverage in an amount acceptable to the City, the City shall provide the Employee with a Three Hundred Dollar (\$300)

monthly automobile allowance. Employee agrees to adhere to all laws, regulations, and City policies applicable to vehicles, driving, or traffic when operating his vehicle on City-related business.

D. *Cell Phone Allowance.* The City shall provide the Employee with a One Hundred Dollar (\$100) monthly cellular telephone allowance.

E. *Professional development.* Provided that Employee receives the prior approval of the City Manager, the City agrees to pay for approved professional dues and association memberships necessary for continued participation in approved organizations necessary for Employee's continued professional growth and advancement. Again, subject to prior approval by the City Manager, the City shall also pay for travel and subsistence expenses (as set out by applicable City policy) for approved professional or official travel, meetings, training, seminars, or similar functions.

F. *Other benefits.* All provisions of the City's Municipal Code, ordinances, rules, regulations, and policies relating to health, disability and life insurance; paid holidays; medical leaves, retirement and pension system contributions; and other fringe benefits and working conditions as they now exist or thereafter may be amended, which apply to all City employees, shall also apply to Employee, except as otherwise set forth in this Agreement.

4. At-Will Employment Status, Termination of Agreement.

A. *Nature of Employment.* The parties hereby expressly agree that the employment relationship created by the Agreement is "at will" and that Employee serves at the will and pleasure of the City Manager. Nothing in this Agreement, any Municipal Code, ordinance, resolution, statute, rule, or policy shall prevent, limit or otherwise interfere with the right of the City to terminate the services of Employee at any time without cause or right of notice, *Skelly* conference, hearing, appeal or grievance. Accordingly, Employee agrees that this Agreement sets forth the only terms and conditions applicable to the termination of his employment and that he hereby waives any rights he would otherwise have thereunder.

B. *By the Employee.* The Employee may terminate this Agreement upon written notice to the City Manager and shall endeavor to give thirty (30) days prior notice. The City shall have the option, in its complete discretion, to terminate the Employee any time prior to the end of such notice period, provided the City pays the Employee all compensation due and owing through the last day actually worked, plus an amount equal to the base salary the Employee would have earned through the remainder of the notice period. Thereafter, all the City's obligations under this Agreement shall cease.

C. *By the City, Without Cause.* At any time, and without prior notice, the City may terminate the Employee's employment for any reason, with or without cause. If the termination occurs within the first six (6) months of Employee's employment (the "Introductory Period"), the City shall not be obligated to provide any severance whatsoever regardless of whether cause exists for the termination. However, in the event the City exercises its right under this provision to terminate employment without cause at any time following the Introductory Period, the City shall pay Employee all compensation due and owing through the last day actually worked, plus four (4)

months of the Employee's salary as of the time of the termination *or* pursuant to the requirements of Government Code § 53260, an amount equivalent to the remainder of the term of this Agreement, whichever is less. The payment of such severance benefit shall be conditioned upon Employee executing a general release agreement containing a general release of all claims Employee may have against the City at the time of any such termination, in such form as may be reasonably required by Employer's attorney. Such severance benefit shall not be payable unless and until Employee executes such a general release and until expiration of all waiver and rescission rights as provided by law at the time of such termination. Failure by the Employee to satisfy his termination obligations pursuant to Section 4(E) shall nullify the City's obligation to provide severance payment pursuant to this Section. If Employee is convicted of a crime involving an abuse of his office or Position, whether before or after release from employment, Employee shall fully reimburse the City for any severance pay, paid leave salary disbursed pending an investigation, or legal criminal defense funds relevant to the crime paid for by the City.

D. *By the City, For Cause.* At any time, and without prior notice, the City may terminate Employee for Cause (as defined below). The City shall pay Employee all compensation then due and owing; thereafter, all of the City's obligations under this Agreement shall cease. Termination shall be for "cause" if Employee: (1) acts in bad faith and to the detriment of the City; (2) refuses or fails to act in accordance with any specific direction or order of the City; (3) exhibits in regard to his employment unfitness or unavailability for service, unsatisfactory performance, misconduct, dishonesty, habitual neglect, or incompetence; (4) is convicted of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; or (5) breaches any material term of this Agreement.

In addition, while the parties recognize that the following reasons will not constitute "fault" for purposes of termination, the following bases will terminate Employee's employment without severance as indicated in Section 4(C): (1) at such time Employee and City have mutually agreed to terminate the employment relationship; (2) upon death or permanent incapacity of Employee; (3) upon Employee's retirement; and (4) upon employee's prolonged unavailability, defined as any period of greater than five months for whatever reason. The parties agree that the definition of availability is not defined to alleviate legally protected leave or reasonable accommodation of disability.

E. *Termination for Other Reasons.* This Agreement shall automatically terminate, and the City shall not be obligated for any severance payment, upon the happening of any of the following events:

- a. Whenever Employee and the City shall mutually agree to termination in writing;
- b. Upon the death or permanent incapacity of Employee;
- c. Upon Employee's retirement; or
- d. Upon Employee's prolonged unavailability, defined as unavailability for a period greater than five (5) months for whatever reason.

E. *Termination Obligations.* Employee agrees that all property, including, without limitation, all equipment, tangible proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by Employee incident to his employment belongs to the City and shall be returned promptly to the City upon termination of

Employee's employment. Further, any and all debts to the City shall be paid upon termination. Employee's obligations under this subsection shall survive the termination of his employment.

5. Performance Evaluations. The City Manager shall review and evaluate the performance of Employee in writing on an annual basis under this Agreement. Said evaluations shall be performed using criteria developed by the City Manager and relayed to Employee. The evaluations will also set forth defined goals to be achieved by the Employee in the subsequent year. It is understood that additional evaluations, reviews, performance improvement plans, or counseling may also be conducted by the City Manager at any time in his discretion.

6. Notices. Any notices pursuant to this Agreement or necessary during the course of employment shall be given by United States Postal Service, postage prepaid, at the following addresses:

CITY: City of Stanton c/o City Manager
7800 Katella Avenue
Stanton, California 90680

EMPLOYEE: Stephen M. Parker


Notice shall be deemed given as of the date of deposit with the United States Postal Service for delivery. Alternatively, notices may be provided by personal service in the same manner applicable to civil judicial practice.

7. Amendments. This Agreement may not be amended or modified except by a writing signed by both parties. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

8. Assignment. Neither this Agreement nor any right, privilege or obligation of Employee hereunder shall be assigned or transferred by him without the prior written consent of the City. Any attempt at assignment or transfer in violation of this provision shall, at the option of the City, be null and void and may be considered a material breach of this Agreement.

9. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

10. Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

11. Governing Law. This Agreement shall be governed by and construed in accordance

with the law of the State of California. Venue shall be appropriate in the Superior Court of Orange County, California.

12. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. Furthermore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

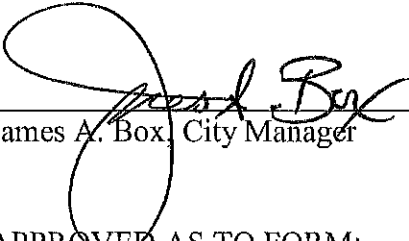
13. Conflict of Interest. The Employee agrees that he will abide with all applicable local State and Federal rules on conflicts of interest and receipt of gifts, including without limitation those rules found in the California Fair Political Practices Act and related regulations and those found in Government Code Sections 1090, *et seq.*

14. Acknowledgment. Employee acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and duly executed by its Manager, and the Employee has signed and executed this Agreement as of the day and year first above written.

CITY:

ATTEST:



James A. Box, City Manager

Patricia A. Vazquez, City Clerk

APPROVED AS TO FORM:

EMPLOYEE:

Matthew E. Richardson, City Attorney



Stephen M. Parker

CITY OF STANTON

Job Title: **Assistant City Manager** Department: Administration

Salary Range: 53 Reports to: City Manager

SUMMARY DESCRIPTION

The purpose of this position is to assist the City Manager in the development and management of operational goals and objectives for all City Departments; to plan, direct and implement City Council directives for the furtherance of the City's core goals; and to provide highly complex staff assistance to the City Manager and City Council.

The incumbent of this single position class works under general policy direction from the City Manager and assumes authority and responsibility for all City operations upon temporary absence of the City Manager, including supervision of the City's executive management team. Successful performance in the position requires knowledge of public policy, municipal functions and activities, including the role of an elected City Council. Performance of the work requires the exercise of considerable independence, initiative, judgment and decision-making.

ESSENTIAL DUTIES AND 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.

- Under direction of the City Manager, participate in the development and implementation of City goals, objectives, policies and priorities; confer with the City Manager, City Council and Department Directors concerning the operational activities of various departments and the development of citywide programs and policies.
- Act for the City Manager during temporary absences, including supervision of the City's executive management team; assist the City Manager in planning, organizing and directing the administrative activities and operations of the City and in strategic planning.
- Develop, plan, implement and administer goals, objectives, policies and procedures necessary to provide a wide range of city services; approve new or modified programs, systems, policies and procedures.
- Participate in the development and administration of the City budget.
- Coordinate activities of the City Manager's Office with those of other departments and outside agencies and organizations; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.
- Recommend appointment of, train, motivate and evaluate staff; establish and monitor employee performance objectives; prepare and present employee performance reviews; provide or coordinate staff training; work with employees to correct deficiencies;

implement discipline procedures; recommend employee terminations; approve time cards and expense reports.

- Assess community expectations and service requirements and develop appropriate methods to address them; coordinate service delivery levels with community needs to address problems and complaints of the public.
- Negotiate contracts and solutions on a variety of administrative, fiscal and special projects; participates in the preparation and planning of programs and special projects.
- Serve as technical advisor to the City Manager and City Council; develop comprehensive recommendations for management use.
- Respond to, investigate and resolve difficult citizen inquiries and complaints.
- Maintain up-to-date knowledge of current federal, state and local laws, rules and regulations; monitor City projects and practices to ensure City compliance with applicable statutes and regulations.
- Meet with commissions and the public in small and large groups to discuss City policies, practices and problems.

Additional Tasks and Responsibilities:

- Perform other duties as assigned.
-

KNOWLEDGE REQUIRED

- Public policy, municipal functions and activities, including the role of an elected City Council.
 - Technical, legal, financial requirements related to the management of municipal programs; federal, state and local laws, codes and regulations.
 - Principles and accepted best practices for the development and administration of programs and services in municipal government.
 - Advanced knowledge of current economic, social and political trends and operating problems and priorities of municipal government.
 - Organizational and management practices as applied to the analysis and evaluation of projects, programs, policies, procedures and operational needs.
 - Effective techniques for representing the City in contacts with government agencies, community groups and various business, professional, regulatory and legislative organizations.
 - Modern methods and techniques for research, statistical analysis and report preparation.
 - Principles of personnel administration, supervision and training.
 - Principles and practices of budget preparation and administration. Modern office practices, methods and computer equipment; related software applications and procedures; methods for writing and making formal presentations.
 - Safe driving principles and practices.
-

ABILITIES/SKILLS

- Administer a wide variety of City programs, services and activities.
 - Develop and implement goals, objectives, policies, procedures and work standards and internal controls for City programs and functions.
 - Deal with newly emerging trends in municipal planning and operations.
 - Effectively administer, direct and coordinate a wide variety of City programs and functions.
 - Plan, organize, direct and coordinate the work of management, supervisory, professional and technical personnel; delegate authority and responsibility and schedule and program work on a long-term basis. Select, train and evaluate professional, technical and clerical staff.
 - Interpret, apply and ensure compliance with federal, state and local policies, procedures, laws and regulations.
 - Analyze problems, identify creative alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals and sound policy.
 - Work independently and exercise a high degree of independence, initiative and judgment in decision-making.
 - Prepare and analyze technical, administrative and fiscal reports, statements and correspondence.
 - Develop and administer budgets.
 - Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work; gain cooperation through discussion and persuasion.
 - Communicate clearly and concisely, both orally and in writing.
-

EXPERIENCE/TRAINING/EDUCATION

Any combination equivalent to 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:

- Six years of progressively responsible professional and administrative experience in public or business administration, including supervision of staff.
- Equivalent to a Bachelor's degree from an accredited college or university with major course work in economics, public administration, business or a related field.

Desirable Qualifications:

- Master's Degree
-

LICENSE/CERTIFICATE

- Possession of, or ability to obtain, a valid California's driver 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.
 - Willingness to work variable hours including nights, weekends and/or holidays.
 - 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.