



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, AUGUST 23, 2022 - 6:30 P.M.

SAFETY ALERT – NOTICE REGARDING COVID-19

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

Members of the public will be able to access the meeting in person or electronically/telephonically using any of the following sources.

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

1. Dial the following phone number +1 (669) 900-9128 US (San Jose).
2. Dial in the following **Meeting ID: (863 4944 8891)** to be connected to the meeting.

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

- [www.zoom.com / Web Link \(Click HERE to join meeting / Meeting ID: 863 4944 8891\)](https://www.zoom.com / Web Link (Click HERE to join meeting / Meeting ID: 863 4944 8891))

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

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

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

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

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

1. **CLOSED SESSION** None.

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

3. **PLEDGE OF ALLEGIANCE**

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

5. **SPECIAL PRESENTATIONS AND AWARDS**
 - 5A. Presentation of proclamation declaring the month of September 2022 as Hunger Action Month in the City of Stanton.

 - 5B. Townsend Public Affairs State and Federal Legislative report and update.

6. **CONSENT CALENDAR**

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

6B. APPROVAL OF WARRANTS

City Council approve demand warrants dated July 15, 2022 – July 28, 2022, in the amount of \$2,966,434.63.

6C. APPROVAL OF MINUTES

City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – July 26, 2022.

6D. 2022 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE APPOINTMENT OF VOTING DELEGATE AND VOTING DELEGATE ALTERNATE

The League of California Cities Annual Conference and Expo is scheduled for September 7 – 9, 2022 in Long Beach. The League's Annual Business Meeting is scheduled to be held on September 9, 2022. At this meeting, the League membership considers and takes action on proposed bylaws and resolutions that establish League policy. In order to vote at the Annual Conference / Annual Business Meeting, the City Council must designate a voting delegate and/or voting delegate alternate whom will determine the City's position on each proposed bylaw and/or resolutions so that the voting delegate can represent the City's position.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize Mayor David J. Shawver and Council Member Hong Alyce Van to attend the League of California Cities Annual Conference and Expo, scheduled for September 7 – 9, 2022 in Long Beach; and
3. Designate Council Member Hong Alyce Van as the voting delegate and Mayor David J. Shawver as the voting delegate alternate to serve as the City's representatives at the 2022 League of California Cities Annual Conference and Expo in Long Beach; and
4. Direct the voting delegate and voting delegate alternate to review and determine the City's position on each proposed bylaw amendment and/or proposed petitioned resolutions, so that the voting delegates can represent the City's position at the 2022 Annual League of California Cities Business meeting.

6E. JUNE 2022 INVESTMENT REPORT

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

RECOMMENDED ACTION:

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

6F. JUNE 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

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

RECOMMENDED ACTION:

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

6G. AWARD OF CONTRACT TO PBK TO PROVIDE PROFESSIONAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE NORM ROSS SPORTS PARK PROJECT (TASK CODE 2022-204)

In December 2021, the City was awarded \$7,691,059 in grant funding from the State of California through the Proposition 68 Statewide Park Program for the design and construction of the Norm Ross Sports Park (Park) on Garden Grove Unified School District property adjacent to Carver Elementary School. Subsequently, in April 2022, City staff released a Request for Proposal (RFP) soliciting proposals to provide professional design and construction support services for the Park. The proposed scope of work includes preparing preliminary and final design plans, construction bid documents and specifications, and providing construction support services such as responding to requests for information during the construction phase. City staff recommends awarding a contract to PBK in an amount not to exceed \$640,000 for these services.

RECOMMENDED ACTION:

1. City Council declare this project will require the preparation of a Mitigated Negative Declaration under the California Environmental Quality Act; and
2. Award a contract to PBK to provide professional design and construction support services for a maximum contract amount of \$640,000; and
3. Authorize the City Manager and the City Attorney to make edits to the professional services agreement as necessary; and
4. Authorize the City Manager to bind the City of Stanton and PBK in a contract to provide the services; and
5. Authorize the City Manager to approve contract change orders and contract amendments with PBK, as needed and determined by City staff, for any contingencies up to \$64,000 (10% of the contract amount).

6H. APPROVAL OF FIRST AMENDMENT EXTENDING AND AMENDING THE CONTRACT WITH ATLAS PLANNING SOLUTIONS FOR THE PREPARATION OF A LOCAL HAZARD MITIGATION PLAN

Atlas Planning Solutions has been providing consulting services for the preparation of a Local Hazard Mitigation Plan (LHMP). The LHMP is currently in the review and revision process required by federal and state law. The professional services agreement expired on June 30, 2022. If approved, this First Amendment will extend the term of the agreement through June 30, 2023.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(3) and 15378(b)(5); and
2. Approve the First Amendment to the existing agreement with Atlas Planning Solutions and allow the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorize the City Manager to execute the First Amendment to the existing agreement with Atlas Planning Solutions.

6I. LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ADJACENT TO 12200 BEACH BOULEVARD

The development of the property at 12200 Beach Boulevard (Bonanni Development's Bigsby Townhome Project) will include landscaping in a future parkway area along Beach Boulevard. The California Department of Transportation (Caltrans) owns the right-of-way where the landscaping will be placed and the parkway area will be created. They are requiring the City enter into an agreement to maintain this landscaping in the event it is not properly maintained by the adjacent property owner ("Caltrans Landscape Maintenance Agreement"). To protect the City's interests, City staff recommends a companion City Landscape Maintenance Agreement transferring landscape maintenance responsibility from the City to the adjoining property owner.

RECOMMENDED ACTION:

1. City Council declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve the Caltrans Landscape Maintenance Agreement, subject to revisions deemed necessary by the City Attorney and the Public Works Director, to maintain the landscape improvements in the public right-of-way on Beach Boulevard; and
3. Authorize the Mayor and City Manager to bind the City of Stanton and Caltrans in said agreement; and
4. Authorize the City Manager to bind the City of Stanton and the developer in a companion City Landscape Maintenance Agreement, subject to revisions deemed necessary by the City Attorney and the Public Works Director, to transfer landscape maintenance responsibility from the City to the adjoining property owner.

6J. ACCEPTANCE OF GRANT DEED EASEMENT FOR SANITARY SEWER PURPOSES OVER THE ALLEY AT THE REAR OF 7931 LAMPSON AVENUE

The City Engineer recommends that the City Council accept the grant deed easement for sanitary sewer purposes from the Garden Grove Sanitary District located over the alley at the rear of 7931 Lampson Avenue (APN 131-361-12).

RECOMMENDED ACTION:

1. City Council accept the grant deed easement for sanitary sewer purposes from the Garden Grove Sanitary District; and
2. Authorize the Mayor and City Clerk to sign the Certificate of Acceptance for the grant deed easement; and

3. Authorize the City Clerk to submit the grant deed easement for sanitary sewer purposes to the Orange County Clerk-Recorder for recordation; and
4. Declare that the project is categorically exempt under the California Environmental Quality Act, Sections 15378 and 15060(c)(3) because acceptance of an offer of dedication for an existing facility does not have potential for resulting in either a direct physical change in the environment and is not a project in accordance with CEQA.

6K. RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361

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

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Reconsider the circumstances of the state of emergency; and
3. Find that state or local officials have continued to impose or recommend measures to promote social distancing; and
4. Direct staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency, and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

END OF CONSENT CALENDAR

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|-----------|----------------------------|--------------|
| 7. | PUBLIC HEARINGS | None. |
| 8. | UNFINISHED BUSINESS | None. |

9. NEW BUSINESS

9A. CITY COUNCIL APPOINTMENT TO FILL ONE VACANCY ON THE STANTON PLANNING COMMISSION FOR TERM COINCIDING WITH THE CITY COUNCIL ELECTION

The Council Member holding the seat corresponding to that numbered seat on the Stanton Planning Commission, shall be responsible for appointment of one Commissioner, with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment. Section 2.06.030 of the Stanton Municipal Code requires the submission of applications and interviews prior to appointment to any position.

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. Conduct an interview with each applicant; and
3. Make an appointment to fill seat #5 (Van) on the Stanton Planning Commission.

9B. POLICY REVIEW RELATED TO REQUESTS FOR FEE WAIVERS FOR USE OF CITY FACILITIES, CITY SPONSORSHIPS, AND USE OF CITY-OWNED EQUIPMENT

To ensure the consistent application of City policies across all stakeholders to promote transparency, equity, efficiency, and appropriateness in the use of City facilities, City sponsorships, and City-owned equipment, Council will review existing City policies and provide direction for the development of new policies.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Provide direction to City staff on updates to existing policies and the development of new policies.

10. ORAL COMMUNICATIONS - PUBLIC

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

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

11. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

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

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

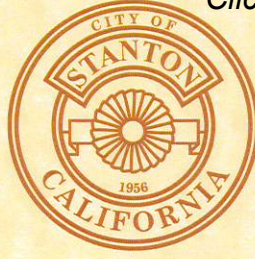
14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 18th day of August, 2022.

s/ Patricia A. Vazquez, City Clerk/Secretary



CITY OF STANTON PROCLAMATION HUNGER ACTION MONTH SEPTEMBER 2022

WHEREAS, poverty, food and nutritional insecurity are issues of vital concern in California, where 20% of Californians face food insecurity on a daily basis and one in every six children do not know where their next meal will come from; and

WHEREAS, the City of Stanton is committed to taking steps to combat hunger in every part of our community and to provide additional resources for those in need; and

WHEREAS, the City of Stanton is committed to working with the Orange County Hunger Alliance in educating people about the role and importance of food banks in addressing hunger and raising awareness of the need to devote more resources and attention to hunger issues; and

WHEREAS, on average, more than 800,000 individuals in Orange County rely on food provided by the CAPOC/Orange County Food Bank, Second Harvest Food Bank of Orange County and Abound Food Care monthly; and

WHEREAS, the coronavirus pandemic has had devastating health and economic impacts across the country, and it is projected that hundreds of thousands of individuals could face continued hunger and food insecurity in Orange County in the wake of the pandemic, along with the increasing cost of living; and

WHEREAS, the above named members of the Orange County Hunger Alliance have distributed more than 82 million pounds of food in the past year through its network of food pantries, soup kitchens, shelters and other community organizations; and

WHEREAS, the month of September has been designated as "**HUNGER ACTION MONTH**" in order to bring attention to food insecurity in our communities and to enlist the public in the fight to end hunger by taking action ~ including volunteer shifts, social media shares and donations ~ to ensure nobody has to make an impossible choice between food and other necessities like medicine, utilities or childcare; and

WHEREAS, food banks across the country, including the members of the California Association of Food Banks, will host numerous events throughout the month of September to bring awareness and help end hunger and food insecurity in their local communities.

NOW, THEREFORE, BE IT RESOLVED, that I, David J. Shawver, Mayor of the City of Stanton and on behalf of the entire City Council do hereby recognize September 2022, as **HUNGER ACTION MONTH** throughout the City of Stanton, and I urge all residents and businesses to join in the witness of this observance.



IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED TO BE AFFIXED THE SEAL OF THE CITY OF STANTON THIS 23RD DAY OF AUGUST, 2022.

David John Shawver
DAVID J. SHAWVER, MAYOR

Item: 6B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

July 15, 2022 - July 28, 2022

Electronic Transaction Nos.	2007-2029	\$	2,626,948.73
Check Nos.	135385-135451	\$	339,485.90

TOTAL	\$	2,966,434.63
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Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.

/s/ Hannah Shin-Heydorn

City Manager

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

/s/ Michelle Bannigan

Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: JRodriguez
Printed: 8/4/2022 7:36 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2007	JEN14424 PPE 07/02/2022	ANA JENSEN Wage Garnishment PPE 07/02/2022	07/15/2022	400.00
Total for Check Number 2007:				400.00
2008	CAL12493 100000016851915 100000016851924 100000016851933 100000016851944 100000016853774	CALPERS Annual UAL Safety Annual UAL Tier 1 Annual UAL Tier 2 Annual UAL Tier 3 Additional UAL Payment	07/15/2022	173,625.00 490,149.00 2,784.00 6,286.00 50,000.00
Total for Check Number 2008:				722,844.00
2009	CAS680 PPE 07/2/2022 PPE 07/2/2022 PPE 07/2/2022 PPE 07/2/2022 PPE 07/2/2022 PPE 07/2/2022 PPE 07/2/2022 PPE 07/2/2022 PPE 07/2/2022 PPE 07/2/2022	CA ST PERS 103 PERS - Survivor Classic T2 PERS - City's Share-New T3 PERS - Employee Classic T2 PERS - Employee New T3 PERS - City's Share-Classic T2 PERS - Employee's Share T1 PERS - Survivor (Employee) T1 PERS - Survivor New T3 PERS - City's Share T1	07/15/2022	6.51 5,909.70 2,583.81 5,340.10 3,185.50 1,927.05 9.30 27.90 2,992.43
Total for Check Number 2009:				21,982.30
2010	PUB15477 PPE 07/2/2022	PUBLIC AGENCY RISK SHARING AUT PARS - PPE 07/2/2022	07/15/2022	1,128.61
Total for Check Number 2010:				1,128.61
2011	BOY14651 NOC-PSC 6	BOYS & GIRLS CLUBS OF BREA-PLAC Brea CBO - Focus Area #1 - Jun 2022	07/15/2022	4,245.14
Total for Check Number 2011:				4,245.14
2012	BES12575 939693	BEST BEST & KRIEGER LLP Regional CBO - Homelessness Study (Jun 2022)	07/15/2022	1,811.20
Total for Check Number 2012:				1,811.20
2013	ORA15061 04-622	ORANGE COUNTY CONSERVATION C Regional CBO - Focus Areas #2, 3 - Jun 2022	07/15/2022	7,134.51
Total for Check Number 2013:				7,134.51
2014	BOY15369 NOC 6-22	BOYS & GIRLS CLUBS OF GREATER A Cypress CBO - Focus Area #1 - Jun 2022	07/15/2022	13,959.59

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 2014:	13,959.59
2015	TIM14834 5 - Year 5	TIM SHAW & ASSOCIATES Regional CBO - Capacity Building (Jun 2022)	07/15/2022	5,025.00
			Total for Check Number 2015:	5,025.00
2016	BOY14658 41	BOYS & GIRLS CLUBS OF FULLERTON Fullerton CBO - Focus Area #1 - Jun 2022	07/15/2022	4,100.00
			Total for Check Number 2016:	4,100.00
2017	SED15718 SF-9238-2022-01	SEDGWICK CLAIMS MANAGEMENT S Claims Funding for Payments Issued	07/15/2022	300.00
			Total for Check Number 2017:	300.00
2018	THE14664 NOC-PSC 5	THE ORANGE COUNTY FAMILY JUSTI Regional CBO - Focus Area #1 - May 2022	07/15/2022	7,129.17
			Total for Check Number 2018:	7,129.17
2019	OCA2137	COUNTY OF ORANGE TREASURER- T.	07/18/2022	
	SH 62528	Sheriff Contract Svcs (Mobile Data Computer A		738.00
	SH 62528	FY 21/22 Sheriff Contract Svcs June-2022		179,783.10
	SH 62528	FY 21/22 Sheriff Contract Svcs June-2022 (LIC		-54,499.54
	SH 62528	Sheriff Contract Svcs (Mobile Data Computer R		334.83
	SH 62528	FY 21/22 .25% Early Payment Discount		-1,595.37
	SH 62528	FY 21/22 Sheriff Contract Svcs June-2022		840,508.16
	SH 62528	Sherrif Contract Svcs (Crime Prevention Special		6,979.75
	SH 62528	FY 21/22 Sheriff Contract Svcs June-2022 (LEC		-341,947.74
	SH 62528	Sheriff Contract Svcs (Office Specialist Front Cc		6,252.42
			Total for Check Number 2019:	636,553.61
2020	REC16138	RECTRAC REFUNDS	07/18/2022	
	26002	Refund #26002 Dotson Picnic Shelter 07/16/22/		100.00
	26069	Refund #26069 SCP Picnic Shelter 07/09/22/Do		150.00
	26219	Refund #26219 Civic Banquet Hall 07/02/22/Ca		400.00
	26259	Refund #26259 SCP Picnic Shelter 07/09/22/Thi		200.00
	26450	Refund #26450 SCP Multipurpose Room 07/17/:		200.00
	26477	Refund #26477 SCP Picnic Shelter 07/02/22/Ari		150.00
	26567	Refund #26567 Dotson Picnic Shelter 07/09/22/		50.00
	26620	Refund #26620 - Class cancelled due to low enr		95.00
	26696	Refund #26696 Civic Banquet Hall 07/03/22/Iva		500.00
	26700	Refund #26700 - Class cancelled due to low enr		85.00
	26764	Refund #2764 SCP Picnic Shelter 07/10/22/Chri		200.00
	26773	Refund #26773 - Class cancelled due to low enr		85.00
	26804	Refund #26804 Civic Banquet Hall 07/02/22/Ca		112.50
	26804	Refund #26804 Civic Banquet Hall 07/02/22/Ca		26.25
	26810	Refund #26810 - Class cancelled due to low enr		85.00
	26850	Refund #26850 SCP Picnic Shelter 07/10/22/An		150.00
	26865	Refund #26865 Dotson Picnic Shelter 07/17/22/1		150.00
	26887	Refund #26887 - Class cancelled due to low enr		50.00
	26893	Refund #26893 - Class cancelled due to low enr		85.00
	26915	Refund #26915 SCP Picnic Shelter 07/17/22/Yes		100.00
	26938	Refund #26938 SCP Picnic Shelter 07/17/22/Tifl		150.00
	27025	Refund #27025 Civic Banquet Hall 07/16/22/Do		400.00
	27025	Refund #27025 Civic Banquet Hall 07/16/22/Do		119.92
	27195	Refund #27195 Dotson Picnic Shelter 07/10/22/1		50.00

ATTACHMENT A
3 of 10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	27205	Refund #27205 SCP Picnic Shelter 08/14/22/Kin		90.00
	27205	Refund #27205 SCP Picnic Shelter 08/14/22/Kin		150.00
	27205	Refund #27205 SCP Picnic Shelter 08/14/22/Kin		-35.00
	27271	Refund #27271 SCP Picnic Shelter 07/07/22/Mir		100.00
	27299	Refund #27299 - Class cancelled due to low enr		85.00
	27328	Refund #27328 SCP Picnic Shelter 09/03/22/Ive		100.00
	27328	Refund #27328 SCP Picnic Shelter 09/03/22/Ive		75.00
	27328	Refund #27328 SCP Picnic Shelter 09/03/22/Ive		-35.00
	27349	Refund #27349 - Class cancelled due to low enr		85.00
Total for Check Number 2020:				4,308.67
2021	ICM1540 PPE 07/16/2022	ICMA RETIREMENT TRUST 302393 PPE 07/16/2022-ICMA #302393	07/22/2022	4,640.00
Total for Check Number 2021:				4,640.00
2022	FUL14661 NOC-PSC #3A NOC-PSC #3C NOC-PSC #3F	PATHWAYS OF HOPE Anaheim CBO - Focus Area #3 - Jun 2022 Regional CBO - Focus Area #3 - Jun 2022 Fullerton CBO - Focus Area #3 - Jun 2022	07/22/2022	2,921.59 5,824.88 6,247.59
Total for Check Number 2022:				14,994.06
2023	BOY14655 6 30 2022 BIG 7 06 30 22	BOYS & GIRLS CLUBS OF LA HABRA La Habra CBO - Focus Area #1 - Jun 2022 Regional CBO - Focus Area #1 - Jun 2022	07/22/2022	15,746.06 7,841.00
Total for Check Number 2023:				23,587.06
2024	OCU14659 NOC-PSC 5011 NOC-PSC 5012	OC UNITED TOGETHER Regional CBO - Focus Area #3 - Jun 2022 Fullerton CBO - Focus Area #1 - Jun 2022	07/22/2022	7,182.18 7,452.86
Total for Check Number 2024:				14,635.04
2025	BOY13501 2001e	BOYS & GIRLS CLUBS OF GARDEN GI Regional CBO - Focus Area #1 - Jun 2022	07/22/2022	5,499.98
Total for Check Number 2025:				5,499.98
2026	GOL1321 07/01/2022	GOLDEN STATE WATER COMPANY May 24 - Jul1 Water Services Median	07/25/2022	129.67
Total for Check Number 2026:				129.67
2027	EDD1067 07/16/2022 07/16/2022	EDD State Tax Withholding State Unemployment	07/25/2022	6,798.11 136.54
Total for Check Number 2027:				6,934.65
2028	INT1569 07/16/2022 07/16/2022 07/16/2022	INTERNAL REVENUE SERVICE (ME) Medicare - City Share (MC) Medicare - Employee Share (FD) Federal Tax Withholding	07/25/2022	2,474.38 2,474.38 18,605.59
Total for Check Number 2028:				23,554.35
2029	OCA2137 SH 62586 SH 62586	COUNTY OF ORANGE TREASURER- T. Sheriff Contract Services (Office Specialist Fron Sheriff Contract Services (Mobile Data Compute	07/25/2022	6,252.42 334.83

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	SH 62586	Sheriff Contract Services July-2022		307,121.97
	SH 62586	Sheriff Contract Services (Mobile Data Compute		738.00
	SH 62586	Sheriff Contract Services (Crime Prevention Spe		6,979.75
	SH 62586	.25% Early Payment Discount		-2,762.04
	SH 62586	Sheriff Contract Services July-2022		783,387.19
Total for Check Number 2029:				1,102,052.12
135385	UNI11850	UNITED STATES POSTAL SERVICE	07/21/2022	
	7/18/22	Stanton Express Brochure - Fall/Winter 2022		3,354.26
	7/18/22	Stanton Express Brochure - Fall/Winter 2022		133.05
Total for Check Number 135385:				3,487.31
135386	ALL228	ALL CITY MANAGEMENT SVCS, INC.	07/28/2022	
	78644	School Crossing Guard Services - 5/29-6/11/22		144.60
	78703	School Crossing Guard Services - 6/27/22-6/30/2		867.60
	78703A	School Crossing Guard Service- 7/5-7/7		433.80
Total for Check Number 135386:				1,446.00
135387	ATT377	AT&T	07/28/2022	
	18486664	Corporate Yard - June		445.95
	7/11/2022	Cerritos/Dale - May		22.43
	7/11/2022	Cerritos/Knott - May		22.43
	7/11/2022	Cerritos/Magnolia - May		0.04
Total for Check Number 135387:				490.85
135388	ATL16020	ATLAS PLANNING SOLUTIONS	07/28/2022	
	1393	JUN-22/Local Hazard Mitigation Plan Prep		1,895.00
Total for Check Number 135388:				1,895.00
135389	aut12223	AUTOZONE INC.	07/28/2022	
	4072542370	Parts for trailer		21.74
	4072542729	Parts for unit #21		7.71
	4072546144	Part for dump truck repairs		163.25
Total for Check Number 135389:				192.70
135390	BEA14942	BEAR ELECTRICAL SOLUTIONS, INC	07/28/2022	
	16115	FY 21/22 Traffic Signal Response - June		1,744.00
	16165	FY 21/22 Maintenance Service - June		2,150.00
Total for Check Number 135390:				3,894.00
135391	BGB16246	BGB DESIGN GROUP, INC	07/28/2022	
	104089	Design services for Orangewood Parkette		6,035.25
Total for Check Number 135391:				6,035.25
135392	BLA16248	BLACK O'DOWD AND ASSOCIATES, IN	07/28/2022	
	22-2964-3	Design Services for Family Resource Center Rer		3,370.00
Total for Check Number 135392:				3,370.00
135393	bmi12745	BMI	07/28/2022	
	43258318	City Hall Music License (6/1/2022-5/31/2023)		391.00
Total for Check Number 135393:				391.00

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135394	CAA556 30161	CA AUTO & BRAKE INC Repair door handle & lights on Unit #21	07/28/2022	848.58
Total for Check Number 135394:				848.58
135395	CAC563 SMIP FY22 Q4	CA CONSERVATION DEPT SMIP Fee Q1 CY2021 Less 5%	07/28/2022	1,889.75
Total for Check Number 135395:				1,889.75
135396	CAS662 591878	CA ST DEPT OF JUSTICE Jun2022/Fingerprints	07/28/2022	98.00
Total for Check Number 135396:				98.00
135397	CAL12690 FY22 Q4	CALIFORNIA BUILDING STANDARDS CBSC SB1473 Fee 2022Q1 Less 10% Local Gov	07/28/2022	565.20
Total for Check Number 135397:				565.20
135398	CAR630 22154461	CARE AMBULANCE SERVICE INC Ambulance Service/Rosemary Vieyra	07/28/2022	200.00
Total for Check Number 135398:				200.00
135399	COL15604 52613 52623	COLANTUONO, HIGHSMITH & WHATI FY 21/22 Jun-22/Legal Svcs for Collection of UI FY 21/22 APR-JUN-22/Penalties & Interest/Coll	07/28/2022	101.78 438.52
Total for Check Number 135399:				540.30
135400	COU15550 PW22065 PW22065	COUNTY OF ORANGE FY 2021/22 Concrete and Road maintenance for FY 2021/22 Concrete and Road maintenance for	07/28/2022	29,131.08 50,000.00
Total for Check Number 135400:				79,131.08
135401	cou11846 IN1306375	COUNTY OF ORANGE HEALTH CARE Fees for Haaz Mat disclosure 1-4 chemicals & C	07/28/2022	297.00
Total for Check Number 135401:				297.00
135402	CSU14679 AR172112	CSU FULLERTON ASC Regional CBO - Focus Area #1 - Jun 2022	07/28/2022	5,906.88
Total for Check Number 135402:				5,906.88
135403	CYP925 72440 72440	CYPRESS ENGRAVING Nameplates: Hannah Rodriguez Nameplates: Hannah Shin-Heydorn	07/28/2022	26.92 71.77
Total for Check Number 135403:				98.69
135404	DEL16384 DFN 22-0104 DFN 22-0104 DFN 22-0104 DFN 22-0104 DFN 22-0104 DFN 22-0105 DFN 22-0105 DFN 22-0105	BRIAN DE LA REE Refund - Overcharged Permit Fees Refund - Overcharged Permit Fees Refund - Overcharged Permit Fees Refund - Overcharged Permit Fees Refund - Overcharged Permit Fees Refund - Overcharged Permit Fees Refund - Overcharged Permit Fees Refund - Overcharged Permit Fees	07/28/2022	45.58 60.00 2,020.00 1,000.00 2,485.00 60.00 2,020.00 1,000.00

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	DFN 22-0105	Refund - Overcharged Permit Fees		2,485.00
	DFN 22-0105	Refund - Overcharged Permit Fees		57.24
Total for Check Number 135404:				11,232.82
135405	DIV13216 FY22 Q4	DIVISION OF THE STATE ARCHITECT AB1379: Amount due to State Architect - 10%	07/28/2022	110.80
Total for Check Number 135405:				110.80
135406	dsy14997 11720	DSYL Fall 2022 Stanton Express - Design	07/28/2022	3,100.00
Total for Check Number 135406:				3,100.00
135407	fer14172 32	FERNWOOD MOBILE HOME PARK Lease Agreement for property along Stanton Cer	07/28/2022	2,575.00
Total for Check Number 135407:				2,575.00
135408	FIS1188 NF7722	NENITA S. FISH Payment for beginning quilters classes - Summer	07/28/2022	98.00
Total for Check Number 135408:				98.00
135409	fra16387 2022-326	BRENDA FRANCO C&D Deposit Refund for 1615 E Santa Fiore St	07/28/2022	600.00
Total for Check Number 135409:				600.00
135410	fro13927 7/11/22	FRONTIER City Hall frame relay port July	07/28/2022	79.83
Total for Check Number 135410:				79.83
135411	GMU16298 61953	GMU GEOTECHNICAL, INC Pavement Materials Testing	07/28/2022	573.75
Total for Check Number 135411:				573.75
135412	GRE1360 121631 121631	GREAT SCOTT TREE SERVICE, INC FY 21/22 Tree Trimming (90%) - June FY 21/22 Tree Trimming (10%) - June	07/28/2022	19,647.00
Total for Check Number 135412:				2,183.00
135413	HIL1466 79441	HILL'S BROS LOCK & SAFE INC Duplicate Exterior keys	07/28/2022	43.50
Total for Check Number 135413:				43.50
135414	hoa16388 9929	HUY HOANG C&D Deposit Refund for 10905 Gilbert St	07/28/2022	3,000.00
Total for Check Number 135414:				3,000.00
135415	int16247 PPE 7-16-2022	INTERNAL REVENUE SERVICE Wage Garnishment PPE 7-16-2022	07/28/2022	161.00
Total for Check Number 135415:				161.00
135416	INF1555 2022060022	IRC, INC Background Checks from 6/1/2022 - 7/1/2022	07/28/2022	333.36

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 135416:	333.36
135417	JAC16390 27394	JACQUELINE JACKSON Refund #27394 SCP MultiPurpose Room 07/16/	07/28/2022	300.00
			Total for Check Number 135417:	300.00
135418	HUN12150 STA1FOG12206 STA1MS412206	JOHN L. HUNTER & ASSOCIATES, INC FY 21/22 FOG - June 2022 FY 21/22 NPDES - June 2022	07/28/2022	546.25 9,777.75
			Total for Check Number 135418:	10,324.00
135419	lif16289 27204 27204	LIFE CHRISTIAN CHURCH OF ORANG Refund #27204 Civic Banquet Hall 07/10/2022 Refund# 27204 Civic Banquet Hall 07/17/22/Lif	07/28/2022	400.00 400.00
			Total for Check Number 135419:	800.00
135420	MER12502 677411 677412 677854 677854 677855	MERCHANTS BUILDING MAINTENAN COVID-19 mitigation-Disinfect & Sanitation of COVID-19 mitigation-Disinfect & Sanitation of Janitorial Services at City Hall for July 2022 Janitorial Services at FRC for July 2022 Dotson Park Restrooms - disinfecting & sanitizi	07/28/2022	507.00 552.00 1,482.22 303.59 324.00
			Total for Check Number 135420:	3,168.81
135421	min15024 34906 34906 34968 34968	MINUTEMAN PRESS (250) Buisness Cards/H. Rodriguez/Comm Svcs (250) Buisness Cards/A. Cain/Comm Svcs (250) Buisness Cards/C. Guzman/HR/Risk Man (250) Buisness Cards/H. Shin-Heydorn/City Mai	07/28/2022	53.54 53.53 53.54 53.53
			Total for Check Number 135421:	214.14
135422	MOT15980 241 242	MOTIVE ENERGY TELECOMMUNICATI Installation of two wall mounts at City Yard Installation of dual pedestal at Stanton Central P	07/28/2022	6,753.50 10,283.67
			Total for Check Number 135422:	17,037.17
135423	MSW16146 488	MSW CONSULTANTS, INC Consulting services for SB 1383 compliance	07/28/2022	42,582.50
			Total for Check Number 135423:	42,582.50
135424	nat2050 32525	NATIONWIDE ENVIRONMENTAL SVC Sweeper Services for July 2022	07/28/2022	11,607.73
			Total for Check Number 135424:	11,607.73
135425	NOA16033 NN7722	NICANOR NOA Payment for youth and adult tennis classes - Sun	07/28/2022	2,058.00
			Total for Check Number 135425:	2,058.00
135426	nob15303 15408	NOBEL SYSTEMS, INC FY22/23 GIS Services	07/28/2022	15,840.00
			Total for Check Number 135426:	15,840.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135427	NV515131 277584	NV5, INC Consulting services for the preparation of an upd	07/28/2022	18,776.25
Total for Check Number 135427:				18,776.25
135428	pet14941 26157341	PETS BEST Pet Insurance July 2022	07/28/2022	230.29
Total for Check Number 135428:				230.29
135429	PHA16379 26024 27344	CHRISTINE PHAN Refund #26024 SCP Multi Purpose Room 07/09; Partial refund Christine Phan #27344	07/28/2022	200.00 30.00
Total for Check Number 135429:				230.00
135430	psi11874 34702	PSI (2) 5 gal container of Taginator	07/28/2022	663.38
Total for Check Number 135430:				663.38
135431	qua2413 2022-198 2022-198	QUALITY CODE PUBLISHING Website Maint./Storage Fee 22/23 Monthly Code Alert 22/23	07/28/2022	480.00 300.00
Total for Check Number 135431:				780.00
135432	RED2467 21253	RED BALL HARDWARE Supplies needed for repairs in the City for June	07/28/2022	159.41
Total for Check Number 135432:				159.41
135433	RJM2515 35100 35106	RJM DESIGN GROUP INC Consulting services for the Dog Park Design Pro Stanton Parks Master Plan Project - Svcs through	07/28/2022	17,109.85 5,382.30
Total for Check Number 135433:				22,492.15
135434	ROM16391 27054	MARIE ROMEROS Refund #27054 Dotson Picnic Shelter 07/17/22/1	07/28/2022	100.00
Total for Check Number 135434:				100.00
135435	VAL16383 05/19/2022	VALLEY VIEW ROOFING Refund C&D Deposits for 101 Permits	07/28/2022	8,447.48
Total for Check Number 135435:				8,447.48
135436	SCS13184 228885	S.C. SIGNS & SUPPLIES LLC Yellow and Red end street diamond signs	07/28/2022	211.19
Total for Check Number 135436:				211.19
135437	SAN16369 27003	Jasmine Sanchez Refund #27003 06/25/22/Jasmine Sanchez	07/28/2022	133.69
Total for Check Number 135437:				133.69
135438	sha16385 2021-650	JOYCE SHAY C&D Deposit Refund for 14209 Goodson Rd	07/28/2022	150.00
Total for Check Number 135438:				150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
135439	SOC2734	SO CAL EDISON	07/28/2022	
	7/12/22	Electric Service - Parks June		704.83
	7/12/22	Electric Service - Building June		3,522.54
	7/12/22	Electric Service - Signals June		147.22
	7/13/2022	Electric Svc/TinaPacific		628.91
	7/14/22	Electric Service - Parks June		1,037.07
Total for Check Number 135439:				6,040.57
135440	sou13046 FY23 0185	SOUTHERN CALIFORNIA ASSOCIATIC FY22-23/SCAG Membership Renewal	07/28/2022	4,774.00
Total for Check Number 135440:				4,774.00
135441	spa15432 4096775 071522	SPARKLETTS JUL-22/Breakroom Water Delivery	07/28/2022	166.69
Total for Check Number 135441:				166.69
135442	STA16013 RS7722	RACHEL STANLEY Payment for adult yoga classes - Summer 2022 (07/28/2022	294.00
Total for Check Number 135442:				294.00
135443	sta12282 6002536048 6002536048 6002536048	STANLEY CONVERGENT SECURITY S System for Civic Center - City Hall - July-Sept Maintenance/monitoring Fire System-City Yard Maintenance/monitoring Fire System & Security	07/28/2022	446.31 596.49 1,186.93
Total for Check Number 135443:				2,229.73
135444	STA2817 1642805155 1642805155 1642805155 1642805155 1642805155 1642805155	STAPLES BUSINESS CREDIT Office Supplies/Comm Dev Restock Copy Paper/Non-Dept Supplies Office Supplies/Human Resources Office Supplies/NOC Office Supplies/SCP Materials & Supplies/Facilities	07/28/2022	73.92 67.47 163.79 72.50 220.97 523.92
Total for Check Number 135444:				1,122.57
135445	TAI14271 150055 150127 150128	TAIT & ASSOCIATES INC Site Plan for Stanton Park Adult Fitness Equipm FY 2021/22 Slurry and Reconstruction Design P Design for FY 2022/23 Citywide Street Rehabili	07/28/2022	6,317.50 3,235.00 1,295.00
Total for Check Number 135445:				10,847.50
135446	tho13835 35091631	THOMSON INC Service call for HVAC	07/28/2022	76.50
Total for Check Number 135446:				76.50
135447	tru13167 650188058	TRULY NOLEN OF AMERICA INC Monthly pest spraying for July 22	07/28/2022	165.00
Total for Check Number 135447:				165.00
135448	vaz16386 2021-353	KEVIN VAZQUEZ C&D Deposit for 12671 Volkwood St	07/28/2022	84.00

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 135448:	84.00
135449	vis3077	VISTA PAINT CORP	07/28/2022	
	2022-611072-00	Paint Supplies-Graffiti		17.23
	2022-611670-00	Paint Supplies-Graffiti		40.67
	2022-612376-00	Paint Supplies-Graffiti		133.11
	2022-618586-00	Paint Supples-Graffiti		56.53
	2022-624187-00	Paint Supples-Graffiti		739.20
	2022-629533-00	Paint Supples-Graffiti		72.01
			Total for Check Number 135449:	1,058.75
135450	wei16219 0786	BRENDA WEINER Temporary Rental Assitance-Robyn Motland/AU	07/28/2022	1,762.00
			Total for Check Number 135450:	1,762.00
135451	YOO16285 07/14/22	HAN SOL YOO Mileage - RJM Fish Fry	07/28/2022	42.75
			Total for Check Number 135451:	42.75
			Report Total (90 checks):	2,966,434.63

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING JULY 26, 2022

1. **CLOSED SESSION** None.

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

The City Council / Successor Agency / Housing Authority meeting was called to order at 6:30 p.m. by Mayor / Chairman Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Sergeant Victor Contreras, Orange County Sheriff's Department.

4. **ROLL CALL**

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

Absent: None.

Excused: None.

5. **SPECIAL PRESENTATIONS AND AWARDS**

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

6. **CONSENT CALENDAR**

Mayor Shawver requested to pull item 6E from the Consent Calendar for separate discussion.

Motion/Second: Shawver/Ramirez

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

Motion unanimously carried:

DRAFT

CONSENT CALENDAR

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

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated July 2, 2022 – July 14, 2022, in the amount of \$2,507,919.78.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Joint Regular Meeting – July 12, 2022.

6D. FIRST AMENDMENT TO CONSTRUCTION CONTRACT WITH J. KIM ELECTRIC, INC. FOR CITY HALL NEW LIGHTING PROJECT

The subject project's original scope of work is complete. While the new lighting installations increased the level of brightness in the Banquet Hall/Community Room, it did not increase it to the desired level of brightness. City staff requested a contract change order bid from J. Kim Electric to install twelve (12) more new LED light fixtures in the room. The bid exceeds the previous City Council authorized maximum contract amount; therefore, a first amendment increasing the total contract amount is required to be approved by City Council.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Approved the First Amendment to the City Hall New Lighting Project Contract in the amount of \$49,548.63; and
3. Authorized the City Manager to execute the First Amendment between the City of Stanton and J. Kim Electric, Inc.

DRAFT

6F. RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (HOUSING AUTHORITY)

The existing resolution authorizing deposits and withdrawals of monies in LAIF, required by Section 16429.1 of the Government Code, needs to be updated to include the Stanton Housing Authority's current Executive Director, Hannah Shin-Heydorn.

1. The Stanton Housing Authority finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopted Resolution No. SHA 2022-03, entitled:

"A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND."

6G. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR FULLY HOSTED RECREATION MANAGEMENT SOFTWARE AND IMPLEMENTATION SERVICES TO CIVICPLUS

Staff recommends that the City Council approve the professional services agreement with CivicPlus for fully hosted recreation management software to improve the customer experience and increase access for the public to City programs.

1. The City Council declared that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approved a Professional Services Agreement with CivicPlus to provide fully hosted recreation management software; and
3. Authorized the City Manager to bind the City of Stanton and CivicPlus in a contract to provide these services.

DRAFT

6H. APPROVAL OF FIRST AMENDMENT EXTENDING THE CONTRACT WITH EMPIRE PIPE CLEANING & EQUIPMENT, INC. TO PROVIDE SANITARY SEWER CLEANING SERVICES

A contract was awarded to Empire Pipe Cleaning & Equipment, Inc. (Empire) at the June 11, 2019 Council meeting to provide sanitary sewer cleaning services. The three-year contract that expired June 30, 2022 provides for two optional one-year extensions. The contractor has requested an extension of the contract for an additional year. If approved by Council, the first amendment to the contract would expire on June 30, 2023.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301b; and
2. Approved the First Amendment to the existing agreement with Empire Pipe Cleaning & Equipment, Inc. and allowed the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorized the City Manager to execute the First Amendment to the existing Agreement with Empire Pipe Cleaning & Equipment, Inc.; and
4. Authorized the City Manager to approve contract changes, not to exceed 10% of the First Amendment total compensation.

6I. APPROVAL OF CONTRACT AMENDMENT #4 EXTENDING AND AMENDING CONTRACT WITH HARTZOG AND CRABILL, INC. TO PROVIDE ON-CALL TRAFFIC OPERATIONS SERVICES

Hartzog and Crabill has been providing on-call traffic operations and engineering support services since 2014, including traffic signal operations support services. The third amendment to the professional services agreement expired June 30, 2022. If approved, this fourth amendment will allow Hartzog and Crabill to continue to provide services through June 30, 2024.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h); and
2. Waived the competitive bidding requirements in the City's purchasing policy; and
3. Authorized the City Manager to execute the Fourth Amendment to the existing Agreement.

DRAFT

6J. APPROVAL OF CONTRACT AMENDMENT #2 EXTENDING AND AMENDING THE CONTRACT WITH VENCO WESTERN, INC. TO PROVIDE LANDSCAPE MAINTENANCE SERVICES AND APPROPRIATION OF FUNDS

Venco Western, Inc. currently provides Citywide Landscape Maintenance Services and had its contract expire on June 30, 2022. Venco Western has maintained their rates over the last two years, despite increases to prevailing wage. Based on staff negotiations with Venco Western, the proposed amendment includes an updated scope of work and a monthly cost increase of 19%. Venco Western has committed to honoring the rates for a two-year term.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h); and
2. Approved the Second Amendment to the existing agreement with Venco Western, Inc. and allowed the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorized the City Manager to execute the Second Amendment to the existing Agreement with Venco Western, Inc.; and
4. Authorized an appropriation of \$48,000 from the available balance in the Gas Tax Fund to increase the Fiscal Year 2022-2023 budget in Account 211-3400-608100.

6K. ACCEPTANCE OF THE SHERIFF'S SUBSTATION FLOORING REPLACEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The Sheriff's Substation Flooring Replacement Project consisting of the removal and replacement of carpet and vinyl plank flooring is now complete. The final construction cost for the project was \$50,596.60, which is below the budgeted amount for this project. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of July 12, 2022 and recommends that the City Council accept the completed work performed on this project.

1. The City Council declared that project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301(a); and
2. Accepted the completion of improvements for the Sheriff's Substation Flooring Replacement Project, as certified by the City Engineer, and affixed the date of July 12, 2022 as the date of completion of all work on this project; and
3. Approved the final construction contract amount of \$50,596.60 with Pro Installations Inc. dba ProSpectra Contract Flooring; and

DRAFT

4. Directed the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Clerk-Recorder of the County of Orange; and
5. Directed City staff, after thirty-five (35) days has elapsed from the filing of the "Notice of Completion" with the County Clerk-Recorder, to make the retention payment to Pro Installations Inc. dba ProSpectra Contract Flooring in the amount of \$2,529.83.

END OF CONSENT CALENDAR

6E. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

The existing resolution authorizing deposits and withdrawals of monies in LAIF, required by Section 16429.1 of the Government Code, needs to be updated to include the current City Manager, Hannah Shin-Heydorn.

The City Council requested that staff provide to the City Council a copy of the City's current investment policy statement.

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

AYES: 5 (Ramirez, Shawver, Taylor, Van, and Warren)
NOES: None
ABSTAIN: None
ABSENT: None

Motion unanimously carried:

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopted Resolution No. 2022-40, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND."

DRAFT

7. PUBLIC HEARINGS None.

8. UNFINISHED BUSINESS None.

9. NEW BUSINESS

9A. PUBLIC REVIEW OF DRAFT LOCAL HAZARD MITIGATION PLAN

Atlas Planning Solutions, the City's consultant for the Local Hazard Mitigation Plan (LHMP), will provide an update of the LHMP development progress and a review of the draft LHMP.

Introduction by Ms. Patricia A. Vazquez, City Clerk.

Presentation by Mr. Aaron Pfannenstiel, Principal, Atlas Planning Solutions.

The public hearing was opened.

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

Motion/Second: Warren/Van

Motion carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

Motion unanimously carried:

1. The City Council declared that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Received and filed the presentation; and
3. Conducted a public hearing to receive public input on the draft Local Hazard Mitigation Plan.

10. ORAL COMMUNICATIONS – PUBLIC None.

11. WRITTEN COMMUNICATIONS None.

DRAFT

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

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

- Council Member Van reported that the Orange County Public Library – Stanton branch will be hosting a Back-to-School event on August 4, 2022 and encouraged the City Council and public to attend.
- Mayor Shawver requested that Ms. Zenia Bobadilla, Community Services Director to report on the Movies Under the Stars events.
- Ms. Zenia Bobadilla, Community Services Director, reported on:
 - The City’s Summer Movie Series “Movies Under the Stars”, which is scheduled to be held on July 29, 2022, at Stanton Central Park; and
 - The City’s National Night Out event, which is scheduled to be held on August 5, 2022, at Stanton Central Park.
- Mayor Shawver requested information pertaining to the City of Anaheim’s newly installed high visibility cameras along Beach Boulevard (Beach Boulevard and Ball Road / Orange Avenue / Lincoln Avenue).

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

None.

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

None.

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

Mayor Shawver introduced Ms. Hannah Shin-Heydorn to the community as the City’s new City Manager.

- Ms. Hannah Shin-Heydorn expressed her gratitude to the City Council and provided a brief introduction about herself to the community.

DRAFT

14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

Captain Charles Walters provided the City Council with an update on their current operations.

- Captain Charles Walters introduced his new Administrative Sergeant, Sergeant Victor Contreras, Orange County Sheriff's Department to the City Council and community.

15. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 7:41 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 23, 2022

**SUBJECT: 2022 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE
APPOINTMENT OF VOTING DELEGATE AND VOTING DELEGATE
ALTERNATE**

REPORT IN BRIEF:

The League of California Cities Annual Conference and Expo is scheduled for September 7 – 9, 2022 in Long Beach. The League's Annual Business Meeting is scheduled to be held on September 9, 2022. At this meeting, the League membership considers and takes action on proposed bylaws and resolutions that establish League policy. In order to vote at the Annual Conference / Annual Business Meeting, the City Council must designate a voting delegate and/or voting delegate alternate whom will determine the City's position on each proposed bylaw and/or resolutions so that the voting delegate can represent the City's position.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize Mayor David J. Shawver and Council Member Hong Alyce Van to attend the League of California Cities Annual Conference and Expo, scheduled for September 7 – 9, 2022 in Long Beach; and
3. Designate Council Member Hong Alyce Van as the voting delegate and Mayor David J. Shawver as the voting delegate alternate to serve as the City's representatives at the 2022 League of California Cities Annual Conference and Expo in Long Beach; and
4. Direct the voting delegate and voting delegate alternate to review and determine the City's position on each proposed bylaw amendment and/or proposed petitioned resolutions, so that the voting delegates can represent the City's position at the 2022 Annual League of California Cities Business meeting.

FISCAL IMPACT:

Costs associated with the registration and travel of the designated voting delegates and for attendance at the conference is available from the City Council's Travel/Conference/Meeting Expense account number 101-1100-607110. The total Fiscal Year 2022/23 budget is \$11,000.

ENVIRONMENTAL IMPACT:

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

PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

Prepared by: Patricia A. Vazquez, City Clerk

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Annual Conference Announcement
- B. Proposed Bylaws Amendments Packet



LEAGUE OF
**CALIFORNIA
CITIES**

CITY OF STANTON

JUN 14 2022

Council Action Advised by August 31, 2022

CITY CLERK'S OFFICE

DATE: June 1, 2022**TO: City Managers and City Clerks****RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022**

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



LEAGUE OF
**CALIFORNIA
CITIES**

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:
Darla Yacub, Assistant to the Administrative Services Director
E-mail: dyacub@calcities.org; Phone: (916) 658-8254



**LEAGUE OF
CALIFORNIA
CITIES**

2022 Annual Conference and Expo

PROPOSED BYLAWS AMENDMENTS

*General Assembly
September 9, 2022*



**2021-2022
CAL CITIES OFFICERS**

August 2022

President

Cindy Silva
Mayor Pro Tem,
Walnut Creek

To: Cal Cities General Assembly
From: Cindy Silva, President
Carolyn Coleman, Executive Director and CEO
Re: Proposed Cal Cities Bylaws Amendments

First Vice President

Ali Taj
Council Member,
Artesia

On July 15, 2022, the League of California Cities (Cal Cities) Board of Directors (Board) voted to present proposed bylaws amendments to the General Assembly at the 2022 Cal Cities Annual Conference and Expo. This memorandum outlines the history of the proposed amendments, summarizes the amendments, and provides an explanation of the process for adopting amendments to the bylaws.

Second Vice President

Daniel Parra
Council Member,
Fowler

Background

Immediate Past President

Cheryl Viegas Walker
Council Member,
El Centro

Beginning in 2017, the Board directed Cal Cities to undertake a strategic planning process that resulted in the adoption of the “Powering Up for California Cities Strategic Growth Plan 2018-2021” (Strategic Growth Plan). The Strategic Growth Plan set forth goals to enhance Cal Cities’ governance to: (a) achieve even higher levels of engagement and effectiveness; (b) ensure optimal engagement by members and effectiveness in supporting fulfillment of the Cal Cities’ mission; and (c) ensure the pathway to leadership is transparent and inclusive.

**Executive Director
and CEO**

Carolyn M. Coleman

In furtherance of its governance goals, the Board engaged an association governance consultant (Consultant) to evaluate the Cal Cities governance system and make recommendations for enhancing Cal Cities’ governance. The Consultant gathered and considered input from more than 350 Cal Cities members through advisory groups, roundtable discussions, interviews, and surveys. On July 8, 2021, the Consultant produced a report (Governance Report) detailing 49 recommendations to the Board to deepen the engagement of Cal Cities Member Cities and ensure Cal Cities’ governance is operating at peak performance.

The Governance Report included findings indicating that Cal Cities is a strong organization, with a high level of member engagement, but also highlighted opportunities for Cal Cities to enhance its governance. The opportunities for enhancement included: (a) improving the clarity, ease, and consistency in how the governance system works; (b) clarifying the guidelines for position qualifications and performance expectations; (c) identifying ways to deepen member engagement and enhance the quality of the experience of involvement; and (d) ensuring Cal Cities has an intentional, consistent organizational culture at all levels of the governance system.

The findings and recommendations from the Governance Report were presented to the Board during the July 2021 Board meeting. Following a robust exchange of ideas and input, the Board decided to move forward with many of the recommendations, referred other recommendations to a “to be established” board subcommittee for further study, and deferred consideration of the remaining recommendations.

Following Board approval, in September 2021 during the Cal Cities Annual Conference and Expo, the General Assembly voted to approve the following bylaws amendments:

1. Adjust the composition of the Board to achieve a higher impact and be more representative by adding Director seats to the Board for each of the five Diversity Caucuses, and transitioning members of the National League of Cities Board from Cal Cities Directors to one non-voting advisor to the Cal Cities Board.
2. Recognize the Cal Cities Diversity Caucuses in the Cal Cities bylaws to reflect the full contribution the caucuses make to Cal Cities’ mission and vision.

Those amendments became effective on Nov. 24, 2021.

Among the recommendations the Board decided was a priority to move forward was the establishment of a standing Governance Committee to assist the Board in fulfilling its governance function.

At its February 2022 meeting, the Board voted to approve Board policy establishing the Governance Committee with the task of regularly reviewing the governance structures, policies, and practices of Cal Cities and reporting its findings and recommendations to the Board. The Board also approved a one-year work plan for the Governance Committee that established priority governance issues to focus on in its first year.

Following the Board meeting, President Cindy Silva appointed the following Board members to serve on the Governance Committee:

- Cheryl Viegas Walker, Immediate Past President and Council Member, El Centro, Chair
- Walt Allen, Council Member, Covina
- Jan Arbuckle, Vice Mayor, Grass Valley
- LaTanya Bellow, Deputy City Manager, Berkeley
- Pippin Dew, Council Member, Vallejo
- Lynne Kennedy, Mayor Pro Tem, Rancho Cucamonga
- Karen Goh, Mayor, Bakersfield
- Jim Lewis, City Manager, Pismo Beach
- Lisa Middleton, Mayor, Palm Springs
- John Minto, Mayor, Santee
- David Pollock, Council Member, Moorpark

The Governance Committee met in April 2022, and following engaging and productive discussions, brought forward to the Board at its May 2022 meeting several recommendations to further enhance Cal Cities’ governance. Among the recommendations approved by the Board during that meeting are two that require bylaws amendments:

1. Formalize oversight of the **Resolutions Committee** by establishing the Second Vice President as the chair of the committee, while retaining the President’s authority to appoint the vice chair of the committee.
2. To ensure a more inclusive **Nominating Committee**, add one committee member appointed from among the Caucus Directors and one additional committee member appointed from among the At-Large Directors for a total of 13 committee members.¹

In addition to those recommendations identified by the Governance Committee and approved by the Board, Cal Cities staff identified various non-substantive revisions to the Cal Cities bylaws:

1. Clarify that, unless the Board establishes otherwise, the **Cal Cities President appoints the chair of Board-established committees**.
2. To avoid confusion and clarify organizational responsibilities, remove “Treasurer” from the **title of the Second Vice President**.²
3. To promote consistency, replace the term “Board member(s)” with “**Director(s)**.”³

On July 15, 2022, the Board voted to present these proposed bylaws amendments to the General Assembly at the 2022 Cal Cities Annual Conference and Expo.

While the work to enhance Cal Cities’ governance is a process being implemented in phases over several years, the Board believes these proposed amendments constitute important next steps toward ensuring Cal Cities’ governance is operating at peak performance.

¹ Under the current bylaws, the Nominating Committee is comprised of 11 Directors. Two committee members are appointed from among At-Large Directors and one from a Department. Divisions participate on a rotation, with Directors residing within eight of the Divisions appointed in even-numbered years and Directors from the other eight appointed in odd-numbered years.

² Under the current bylaws, the Second Vice President is referred to as “Second Vice President/Treasurer.” However, in practice the Second Vice President does not serve as treasurer of Cal Cities. Rather, that function is performed by the Chief Financial Officer designated in Article VIII, section 5, subdivision b(2), of the Cal Cities bylaws.

³ The current bylaws primarily refer to members of the Cal Cities Board of Directors as “Directors.” However, there are instances in which they are referred to as “Board members.”

Procedure for Amending the Cal Cities Bylaws

Amendments to the Cal Cities bylaws may be proposed by the Cal Cities Board and may be adopted: (a) by vote of the Cal Cities General Assembly, or (b) by mail ballot to Member Cities.⁴ In this case, the amendments will be considered by the General Assembly. Bylaws amendments need to be approved by 2/3 of those voting,⁵ and the number that constitutes 2/3 of those voting (a) cannot be less than a majority of the voting delegates present if there is a quorum at the time the vote is taken;⁶ or (b) cannot be less than a majority of a quorum if the meeting started with a quorum but a quorum is not present when the vote is taken.⁷

If approved by the General Assembly, the amendments to the bylaws will go into effect after the expiration of a 60-day protest period.⁸ If, within 60 days after the adoption of the amendments, one-third or more of Member Cities submit a written protest against such amendments, the amendments are automatically suspended until the next Annual Conference and Expo, when they may be taken up again for reconsideration and vote.⁹ If the amendments are approved by the General Assembly and no protest is lodged, the effective date of the bylaws amendments will be Nov. 9, 2022.

⁴ Article XVII, Section 1.

⁵ Article XVII, Section 2.

⁶ Cal. Corp. Code 7512, subd. (a).

⁷ Cal. Corp. Code 7512, subd. (d).

⁸ Article XVII, section 6.

⁹ Article XVII, section 7.

**RESOLUTION RELATING TO AMENDMENTS TO THE CAL CITIES BYLAWS
(2/3 vote at General Assembly required to approve)**

Source: League of California Cities Board of Directors

WHEREAS, the League of California Cities (Cal Cities) is a nonprofit mutual benefit corporation under California law and, as such, is governed by corporate bylaws; and

WHEREAS, the Cal Cities Board of Directors (Board) periodically reviews the Cal Cities bylaws for issues of clarity, practicality, compliance with current laws, and responsiveness to membership needs and interests; and

WHEREAS, beginning in 2017, the Board directed Cal Cities to undertake a strategic planning process that resulted in the adoption of the “Powering Up for California Cities Strategic Growth Plan 2018-2021” (Strategic Growth Plan); and

WHEREAS, the Strategic Growth Plan set forth goals to enhance Cal Cities’ governance to: (a) achieve even higher levels of engagement and effectiveness; (b) ensure optimal engagement by members and effectiveness in supporting fulfillment of the Cal Cities’ mission; and (c) ensure the pathway to leadership is transparent and inclusive; and

WHEREAS, in furtherance of its governance goals, the Board engaged an expert in association governance who gathered and considered input from more than 350 Cal Cities members through advisory groups, roundtable discussions, interviews, and surveys to evaluate the Cal Cities governance system and make recommendations for enhancing Cal Cities’ governance; and

WHEREAS, in July 2021 the Board decided to move forward with certain recommendations made as a result of that governance evaluation, including a recommendation to establish a standing Governance Committee of the Board to assist the Board in fulfilling its governance function; and

WHEREAS, in February 2022 the Board approved Board policy establishing the Governance Committee and charging it with regularly reviewing the governance structures, policies, and practices of Cal Cities, and reporting its findings and making recommendations to the Board; and

WHEREAS, in 2022 the Governance Committee recommended, and the Board, approved certain changes to the bylaws that: (1) formalize the oversight of the Resolutions Committee; (2) ensure a more inclusive Nominating Committee by adding one committee member appointed from among Caucus Directors and one additional committee member appointed from among At-Large Directors; (3) clarify that, unless the board establishes otherwise, the Cal Cities President appoints the chair of board-established committees; and (4) make various non-substantive revisions; and

WHEREAS, the Cal Cities Board offers the following proposed amendments and additions to the bylaws, as set forth in the attached redlined version of the bylaws specified below, which is hereby incorporated by reference:

1. Amend Article VI, section 3(c) to designate the Second Vice-President as the Resolutions Committee chair, while retaining the President’s authority to appoint the vice chair of the Resolutions Committee;
2. Amend Article VII, section 5(b) to adjust the composition of the Nominating Committee by adding one At-Large Director and one Caucus Director for a total of 13 Nominating Committee members;
3. Amend Article VII, Section 10(d) to provide that, *unless the Board establishes otherwise*, the Cal Cities President appoints the chair of board-established committees;
4. Replace the title “Second Vice-President/Treasurer” with “Second Vice President” in Article VII, sections 2(a), 5(e), and 10(b); and Article VIII, sections 1, 2(c), and 4;
5. Replace the term “board member(s)” with “Director(s)” in Article VII, sections 5(b), 5(e), and 8; Article XII, section 5(c); and Article XV, section 4; and

now therefore, be it

RESOLVED, by the General Assembly of the League of California Cities assembled during the Annual Conference in Long Beach on September 9, 2022, that the proposed bylaws amendments are hereby approved and Cal Cities shall make the specified amendments to the Cal Cities bylaws set forth in the attached redlined version of the bylaws.

See ATTACHMENT 1 for redline of proposed changes to the bylaws.

ATTACHMENT 1
Redline of Proposed Changes to Bylaws

Bylaws for the League of California Cities

...

Article VI. Resolutions

...

Section 3: Resolutions Committee for Annual Conference Resolutions.

(a) Resolutions Committee Composition. The Cal Cities President establishes a Resolutions Committee sixty days prior to each Annual Conference, which committee shall consist of:

- (i) One elected official from each regional division, appointed by the regional division;
- (ii) One elected official from each policy committee, appointed by the policy committee;
- (iii) One member from each functional department, appointed by the department;
- (iv) One elected official from each caucus, appointed by the caucus; and
- (v) Up to ten additional members (at least five of whom are elected officials) as the Cal Cities President deems necessary to achieve geographic and population balance, as well as recognize the multiplicity of city functions not represented by the other appointments, including, but not limited to, the perspectives of board and commission members as well as professional staff.

(b) Presidential Appointments. In the event a regional division, policy committee, functional department, or caucus does not make its appointment to the Resolutions Committee, the Cal Cities President may make the appointment on the regional division's, policy committee's, functional department's, or caucus's behalf.

(c) Chair. The Cal Cities ~~President shall also appoint to the Resolutions Committee a committee chair and vice chair~~Second Vice-President shall serve as committee chair. The Cal Cities President shall also appoint to the Resolutions Committee a vice chair.

(d) Minimum Committee Size and Composition. In the event the full committee is not in attendance at the Annual Conference, the Cal Cities President shall appoint a sufficient number of city officials in attendance to achieve a total of thirty. No less than two-thirds of the members of the Resolutions Committee shall be elected officials.

(e) Committee Consideration of Proposed Resolutions. Except for resolutions of courtesy, commendation, appreciation or condolence, no resolution expressing the opinion or policy of Cal Cities on any question may be considered or discussed by Cal Cities' General Assembly, unless it has been first submitted to, and reported on, by the Resolutions Committee.

...

Article VII: Board of Directors

...

Section 2: Composition.

The Cal Cities Board is composed of the following:

- (a) A President, First Vice-President and Second Vice-President/~~Treasurer~~, who each serve a term of one year;
- (b) The Immediate Past President who serves for a term of one year, immediately succeeding his or her term as President;
- (c) Twelve Directors-at-Large,
 - (i) Who serve staggered two-year terms, and
 - (ii) At least one of whom is a representative of a small city with a population of 10,000 or less;
- (d) One Director to be elected from each of the regional divisions, functional departments, and caucuses of Cal Cities, each of whom serves for a term of two years; and
- (e) Ten Directors that may be designated by the mayors of each of the ten largest cities in California to serve two-year terms.
- (f) For purposes of this section, the population of each city is the most current population as determined by the California Department of Finance, Demographic Research Unit, or its successor agency or unit. If no successor agency or unit is named, the most current population used to determine these dues shall be used to determine future dues until such time as these bylaws are amended to designate a new source for determining city population.
- (g) Directors hold office until their successors are elected and qualified.

...

Section 5: Nomination Process.

- (a) **Timing.** The Cal Cities President, with the concurrence of the Cal Cities Board, shall establish a nominating committee at the first Board meeting of the calendar year in which the election is to occur.
- (b) **Composition.** The nominating committee shall be comprised of ~~eleven~~ thirteen ~~Board members~~ Directors. ~~Three~~ Two nominating committee members shall be At-Large Directors, ~~and one~~ shall represent a functional department, ~~and one shall represent a caucus~~. Regional divisions shall be represented on the nominating committee on the following rotating basis:
- (i) **Even-Numbered Years:** In even-numbered years, the Central Valley, Imperial County, Monterey Bay, North Bay, Orange County, Redwood Empire, Sacramento Valley and San Diego County Regional Divisions shall be represented on the nominating committee.
 - (ii) **Odd-Numbered Years:** In odd-numbered years, the Channel Counties, Inland Empire, Desert-Mountain, East Bay, Los Angeles County, Peninsula, Riverside County, and South San Joaquin Regional Divisions shall be represented on the nominating committee.
- (c) **Nominating Committee Chair.** The Cal Cities President shall appoint the chair of the nominating committee.
- (d) **Candidates for Positions Ineligible.** Candidates for officer and at-large positions on the Cal Cities Board are not eligible to serve on the nominating committee. In the event a regional division representative on the nominating committee wishes to be a candidate for an officer or at-large position, the Cal Cities President will appoint a substitute nominating committee member from the same regional division, if available. If one is not available, the President shall appoint a substitute from a nearby regional division.
- (e) **Duties.** The duties of the nominating committee are to:
- (i) **Member Outreach.** Publicize the qualifications for the offices of Second ~~Vice-Vice~~-President/~~Treasurer~~ and the at-large members of the Cal Cities Board to Cal Cities' Member Cities;
 - (ii) **At-Large and Second Vice-President Recommendations.** Make recommendations to the Cal Cities Board on the following year's Cal Cities officers and at-large ~~board members~~ Directors; and
 - (iii) **President and First Vice President Recommendation.** Recommend whether the previous year's First Vice President

becomes President and the previous year's Second Vice-
President/~~Treasurer~~ becomes First Vice President.

- (f) **Notice to Members.** An explanation of the nomination process and relevant deadlines for submitting nominations to the nominating committee shall be publicized in Cal Cities publications and communications throughout the year, along with the identity of nominating committee members once such members are appointed. In addition, the nominating committee shall inform the membership of the opening of the nominations for the following year when it makes its report to the general membership as provided in Article VI, Section 5(g) below.
- (g) **Decision and Report.** The nominating committee's recommendations shall be communicated to the Cal Cities Board not later than 30 days prior to the date of Cal Cities' Annual Conference and again at the Annual Conference. In addition, the nominating committee shall make its report to the membership at the opening general session of the Annual Conference.
- (h) **Election.** The election of Cal Cities Board officers and Directors-at-Large shall occur at a Cal Cities Board meeting at the Annual Conference as provided in Article VII, Section 4(c) and Article VII, section 3.

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Section 8: Meetings and Meeting Notice.

- (a) **Regularly Scheduled Board Meetings.** The Cal Cities Board shall meet no fewer than four times a year. Notice of regularly scheduled Board meetings shall be mailed to each Director at least 14 days before any such meeting.
- (b) **Emergency Board Meetings.** A good faith effort shall be made to provide notice of any emergency board meetings (for example, by first-class mail, personal or telephone notification, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means).
- (c) **Telephonic or Electronic Participation.** Members of the Cal Cities Board may participate in any meeting through the use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting by this means constitutes presence in person at such meeting.
- (d) **Notice Content.** All meeting notices shall include the meeting date, place, time, and, as applicable, the means by which a Cal Cities ~~Board member~~Director may participate electronically.

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Section 10: Committees.

(a) General. The Cal Cities Board may establish committees to study city problems, advise on Cal Cities educational efforts, make recommendations with respect to Cal Cities advocacy efforts, or to engage in other appropriate Cal Cities service.

(b) Executive Committee.

(i) Composition. The Executive Committee of the Cal Cities Board consists of the following: the Cal Cities President, First Vice-President, Second Vice-President, ~~Treasurer~~, Immediate Past President and Executive Director.

(ii) Authority. The Executive Committee has authority to act for the Cal Cities Board between Board meetings, provided that no action of the Executive Committee is binding on the Cal Cities Board unless authorized or approved by the Board.

(c) Standing Policy Committees.

(i) Charge. Cal Cities shall have a series of standing policy committees, whose charge shall be to make recommendations to the Cal Cities Board on matters within the committees' jurisdiction, as well as fulfill other duties specified in these bylaws (see, for example, Article VI, section 4(b)).

(ii) Membership. Each Cal Cities Policy Committee shall be comprised of the following:

- Two members appointed by each regional division president;
- One member appointed by each functional department president;
- One member appointed by each caucus president;
- No more than 16 members appointed by the Cal Cities President, to provide population and geographic balance, as well as expertise; and
- Such representatives of affiliate organizations in the capacity authorized by the Cal Cities Board.

(iii) Feedback. Policy committees shall receive information on actions taken on committee recommendations and the reasons for those actions.

(d) Committee Chairs and Vice Chairs. Unless the Cal Cities Board establishes otherwise, ~~the~~ Cal Cities President appoints the chair of all Cal-Cities-wide committees. The term of such appointments coincides with the Cal Cities President's term. The Cal Cities President may appoint vice chairs for such committees, as the Cal Cities President deems necessary.

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Article VIII: Officers

Section 1: Identity.

The officers of Cal Cities are a President, a First Vice-President, a Second Vice-President/~~Treasurer~~, an Immediate Past President, and an Executive Director.

Section 2: Duties of Cal Cities Officers.

- (a) President.** The President presides at all Cal Cities Board meetings and all General Assemblies. The President has such other powers and duties as may be prescribed by these bylaws or the Cal Cities Board.
- (b) First Vice-President.** The First Vice-President carries on the duties of the President in the President's temporary absence or incapacity. The First Vice-President has such other powers and duties as may be prescribed by these bylaws or the Cal Cities Board.
- (c) Second Vice-President/~~Treasurer~~.** The Second Vice-President/~~Treasurer~~ carries on the duties of the President in the President's and First Vice-President's temporary absence or incapacity. The Second Vice-President/~~Treasurer~~ has such other powers and duties as may be prescribed by these bylaws or the Cal Cities Board.

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Section 4: Vacancies.

A vacancy in the office of President is filled by the Immediate Past President who shall serve for the unexpired term of office and, upon election of a new President at the next Annual Conference, shall subsequently serve a full term as Immediate Past President. In the event the Immediate Past President is not available to fill the vacancy in the office of the President, or declines in writing, it shall be filled by the succession of the First Vice-President to that office. A vacancy in the office of First Vice-President, or Second Vice-President/~~Treasurer~~, is filled for the un-expired term by appointment by the Cal Cities Board of a member of the Cal Cities Board. A vacancy in the office of the Immediate Past President is filled for the un-expired term by the last Past President continuing to hold a city office.

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Article XII: Voting

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Section 5: Mail Balloting.

In addition to voting at Cal Cities meetings, Cal Cities may solicit member input by mail ballot.

- (a) **Mailing.**¹⁰ The question(s) to be voted upon, along with explanatory materials and a ballot, shall be mailed by first class mail to each Member City for consideration and action.
- (b) **Time Frame for Action.** Member Cities shall have at least 45 days to cast their vote. Ballots shall be cast by returning the Member City's ballot to Cal Cities' principal office in Sacramento.
- (c) **Ballot Tabulation and Results Announcement.** The Cal Cities President will appoint a counting committee of three ~~board members~~Directors to count the votes cast by mail ballot. The counting committee will submit its count to the Cal Cities Board, which shall canvass the vote and announce the results.
- (d) **Functional Departments, Regional Divisions, and Caucuses.** Departments, divisions, and caucuses may also use mail balloting under procedures specified in their respective bylaws.

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Article XV: Prohibited Transactions

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Section 4: Ethical Considerations.

These restrictions, of course, represent the floor, not the ceiling, for ethical conduct as a Cal Cities ~~board member~~Director or policy committee member. If a ~~board member~~Director or policy committee member believes that there are circumstances under which Cal Cities' members might reasonably question the ~~board member's~~Director's or policy committee member's ability to act solely in the best interests of Cal Cities and its member cities, the prudent course is to abstain. As an example, typically Cal Cities ~~board members~~Directors have abstained from participating in decisions on legislation that would affect organizations for which they work. Another example is legislation that would uniquely benefit a ~~board member's~~Director's city. Policy committee members should also consider abstaining in similar circumstances.

¹⁰ The Administrative Services Committee recommends Cal Cities also include notice of the upcoming ballot in a variety of Cal Cities communications to alert Member Cities to make inquiry in the event a city's ballot is lost in the mail.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 23, 2022

SUBJECT: JUNE 2022 INVESTMENT REPORT

REPORT IN BRIEF:

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

RECOMMENDED ACTIONS:

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

BACKGROUND:

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

	<u>Beginning Balance</u>	<u>Net Change</u>	<u>Ending Balance</u>
Cash and Investment Accounts (Pooled-All Funds)	\$ 62,577,631.29	\$ (211,180.09)	\$ 62,366,451.20
Cash (Non-Pooled)	4,213,118.26	(219,439.63)	3,993,678.63
Total Cash and Investments	<u>\$ 66,790,749.55</u>	<u>\$ (430,619.72)</u>	<u>\$ 66,360,129.83</u>

Between May 31, 2022, and June 30, 2022, the City’s total cash and investments decreased by \$430,619.72.

The attached reports summarize the City investments and deposit balances as of June 30, 2022. The City’s cash and investment balances by fund type are presented in Attachment A. A summary of the City’s investment portfolio is included as Attachment B. The detail of the City’s investments by type are shown in Attachment C.

ANALYSIS:

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

Detailed information regarding the securities contained in the City’s investment portfolio is provided in Attachments B and C. As of June 30, 2022, City investments consisted of the following:

	Market Value as of June 30, 2022	Average Interest Rate	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 43,390,842.22	0.86%	77.80%	100.00%	Yes
California Asset Management Program (CAMP)	5,264,607.03	1.14%	9.44%	100.00%	Yes
Negotiable Certificates of Deposit	6,154,857.83	2.50%	11.03%	30.00%	Yes
Municipal Bonds	965,523.50	2.21%	1.73%	100.00%	Yes
Total Investments	<u>\$ 55,775,830.58</u>		<u>100.00%</u>		

As of June 30, 2022, the average purchase yield to maturity earned on the City’s total investment portfolio was 1.09%, which is above the benchmark LAIF return of 0.86%. The weighted average maturity of the City’s portfolio was 59 days (approximately 2 months) as of June 30, 2022, which is in compliance with the City’s investment policy restriction of 3.5 years.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2021-22 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 \$55.8 million portfolio, with \$7.2 million in investments held in a safekeeping account with Bank of the West. On June 14, 2022, the City Council approved a professional services agreement with Chandler Asset Management, Inc. (“Chandler”), to provide investment management and advisory services to the City. Chandler will begin executing investment transaction in August.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Cash and Investment Balances by Fund
- B. Investments Portfolio Summary
- C. Investment Portfolio Detail

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

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

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 25,161,399.65	\$ 4,854,737.63	\$ (5,143,981.20)	\$ 24,872,156.08
102-111101	General Fund (Transactions & Use Tax)	(518,903.87)	1,194,377.19	(1,060,019.39)	(384,546.07)
210-111101	Certified Access Specialists (CASP) Program	52,249.93	947.34	-	53,197.27
211-111101	Gas Tax Fund	1,323,708.65	237,109.09	(151,988.15)	1,408,829.59
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	998,788.02	139,063.35	(112,206.24)	1,025,645.13
220-111101	Measure M Fund	1,055,954.26	136,146.35	(121,858.60)	1,070,242.01
221-111101	Community Development Block Grant-COVID-19 (CDBG-CV) Fund	(47,400.00)	58,760.00	-	11,360.00
222-111101	Community Development Block Grant (CDBG) Fund	209,275.00	581.90	(810.37)	209,046.53
223-111101	Protective Services Fund	-	7,730.03	(8,810.03)	(1,080.00)
224-111101	Lighting Maintenance 1919 Act Fund	739,967.07	8,524.71	(94,527.37)	653,964.41
225-111101	Lighting/Median Maintenance 1972 Act Fund	1,126,200.81	56,941.88	(106,100.03)	1,077,042.66
226-111101	Air Quality Improvement Fund	180,596.78	30,399.21	(17,753.07)	193,242.92
227-111101	Other Grants Fund	10,115.00	99,463.27	(128,324.10)	(18,745.83)
242-111101	Supplemental Law Enforcement Grant Fund	376,975.08	1,048.05	(13,959.54)	364,063.59
250-111101	Families and Communities Together (FaCT) Grant Fund	(73,729.92)	138,982.38	(28,500.28)	36,752.18
251-111101	Senior Transportation Fund	58,465.34	8,526.08	(13,562.30)	53,429.12
257-111101	America Rescue Act Plan (ARPA) Fund	3,302,350.16	4,587,448.81	(4,780,802.65)	3,108,996.32
261-111101	Street Impact Fees Fund	92,784.73	9,420.48	(371.10)	101,834.11
262-111101	Traffic Signal Impact Fees Fund	(3,087.74)	3,087.74	-	-
263-111101	Community Center Impact Fees Fund	162,717.55	7,243.73	(638.84)	169,322.44
264-111101	Police Services Impact Fees Fund	147,008.67	6,555.45	(577.18)	152,986.94
271-111101	Public Safety Task Force Fund (City Funds)	125,777.00	-	(4,606.00)	121,171.00
280-111101	Stanton Central Park Maintenance Fund	21,245.00	4,795.00	(11,636.50)	14,403.50
285-various	Stanton Housing Authority Fund	12,428,912.23	81,012.80	(156,884.52)	12,353,040.51
305-111101	Capital Projects Fund	284,418.24	437,807.12	(222,563.46)	499,661.90
310-111101	Park and Recreation Facilities Fund	3,739,241.73	267,649.04	(100,853.25)	3,906,037.52
501-111101	Sewer Maintenance Fund	6,151,131.29	157,100.44	(269,164.33)	6,039,067.40
502-111101	Sewer Capital Improvement Fund	2,846.10	7.91	(11.02)	2,842.99
602-111101	Workers' Compensation Fund	586,034.12	12,630.97	(2,574.47)	596,090.62
603-111101	Liability Risk Management Fund	125,414.57	10,157.80	(498.29)	135,074.08
604-111101	Employee Benefits Fund	332,607.98	189,457.78	(80,320.58)	441,745.18
605-111101	Fleet Maintenance Fund	419,270.45	113,398.57	(123,788.35)	408,880.67
801-111101	Expendable Deposits Fund	(33,916.61)	8,346.20	(21,388.50)	(46,958.91)
901-111101	North Orange County Collaborative (NOC) Trust Fund	4,039,214.02	309,281.13	(610,839.81)	3,737,655.34
Total Pooled Cash and Investments⁽¹⁾		\$ 62,577,631.29	\$ 13,178,739.43	\$ (13,389,919.52)	\$ 62,366,451.20
Less: Investments⁽¹⁾		\$ (56,921,859.76)	\$ (4,924.97)	\$ 1,150,954.15	\$ (55,775,830.58)
Cash - Bank of the West General Checking Account		\$ 5,655,771.53	\$ 13,173,814.46	\$ (12,238,965.37)	\$ 6,590,620.62

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

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
101-111103	Payroll Account	\$ -	\$ 398,641.68	\$ (398,641.68)	\$ -
101-111109	Flexible Spending/AFLAC	14,586.70	-	(1,696.63)	12,890.07
101-111505	Petty Cash	600.00	-	-	600.00
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	4,197,931.56	-	(217,743.00)	3,980,188.56
	Total Cash-Non-Pooled	\$ 4,213,118.26	\$ 398,641.68	\$ (618,081.31)	\$ 3,993,678.63
<u>INVESTMENTS</u>					
	POOLED ALL FUNDS	\$ 56,921,859.76	\$ 4,924.97	\$ (1,150,954.15)	\$ 55,775,830.58
	Total Investments ⁽³⁾	\$ 56,921,859.76	\$ 4,924.97	\$ (1,150,954.15)	\$ 55,775,830.58
	TOTAL CASH AND INVESTMENTS	\$ 66,790,749.55	\$ 13,577,381.11	\$ (14,008,000.83)	\$ 66,360,129.83

Notes:

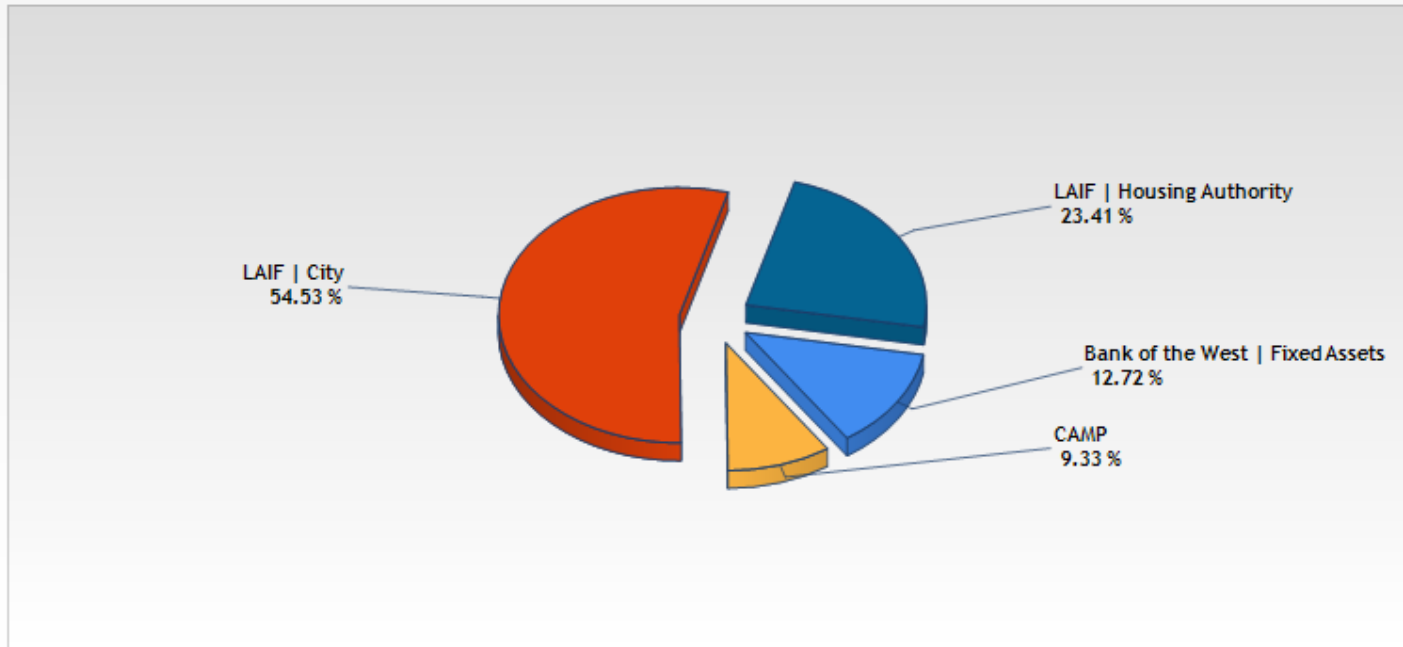
⁽¹⁾ - Pooled cash includes: City's Bank of the West general checking and safekeeping accounts, the City's Local Agency Investment Fund (LAIF) account, the Housing Authority's LAIF account, the California Asset Management Program (CAMP) account, and the Public Agency Retirement Services (PARS) account.

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

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

City of Stanton
 Distribution
 Group By: Portfolio Name
 Average By: Face Amount/Shares
 Portfolio / Report Group: All Portfolios
 As of: 6/30/2022

Portfolio Holdings Distribution by Portfolio Name



Portfolio Name	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
Bank of the West Fixed Assets	7,176,000.00	2.457	7,185,639.80	458	12.72	7,120,381.33	7,179,659.36	1.23
CAMP	5,264,607.03	1.140	5,264,607.03	1	9.33	5,264,607.03	5,264,607.03	0.00
LAIF City	30,752,174.06	0.861	30,752,174.06	1	54.53	30,356,252.56	30,752,174.06	0.00
LAIF Housing Authority	13,204,593.33	0.861	13,204,593.33	1	23.41	13,034,589.66	13,204,593.33	0.00
TOTAL / AVERAGE	56,397,374.42	1.090	56,407,014.22	59	100	55,775,830.58	56,401,033.78	0.16

City of Stanton
 Portfolio Holdings
 Investment Portfolio | by Security Sector
 Report Format: By Transaction
 Group By: Security Sector
 Average By: Face Amount / Shares
 Portfolio / Report Group: All Portfolios
 As of 6/30/2022

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit											
Allegiance Bank TX 2.65 2/14/2023	01748DBB1	4/11/2019	2.650	249,000.00	249,000.00	249,000.00	249,590.13	2/14/2023	229	289.25	0.44
American Express UT 2.35 8/8/2022	02587DV47	8/8/2017	2.350	247,000.00	247,000.00	247,000.00	247,160.55	8/8/2022	39	2,258.19	0.44
American Express UT 2.4 8/29/2022	02587CFU9	8/29/2017	2.400	247,000.00	247,000.00	247,000.00	247,239.59	8/29/2022	60	1,965.17	0.44
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	248,795.00	3/25/2024	634	1,926.71	0.44
Bank of New England NH 2.65 5/23/2024	06426KBE7	5/23/2019	2.650	249,000.00	249,000.00	249,000.00	246,233.61	5/23/2024	693	126.55	0.44
Capital One VA 2.3 7/19/2022	14042RGN5	7/19/2017	2.300	247,000.00	247,000.00	247,000.00	247,076.57	7/19/2022	19	2,521.43	0.44
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	246,061.80	5/17/2024	687	230.58	0.44
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	249,174.30	4/28/2023	302	0.00	0.44
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	243,768.51	7/22/2024	753	122.79	0.44
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	241,106.40	9/27/2023	454	66.08	0.43
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	241,965.75	8/23/2024	785	93.12	0.44
Greenstate FCU IA 1.95 2/28/2023	39573LAF5	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	248,402.40	2/28/2023	243	26.61	0.44
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	243,520.32	4/25/2024	665	1,178.78	0.44
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	247,886.43	246,841.17	8/29/2023	425	11.60	0.44
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	246,258.51	4/26/2024	666	70.95	0.44
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,470.57	245,449.26	6/28/2024	729	31.38	0.44
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	248,076.21	8/23/2023	419	124.16	0.44
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	245,881.92	2/7/2024	587	2,987.72	0.44
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	245,881.92	2/7/2024	587	2,987.72	0.44
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,278.58	250,073.19	3/27/2023	270	61.40	0.44
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	240,311.24	8/23/2024	785	1,718.85	0.44
Sallie Mae Bank UT 2.3 8/2/2022	795450B61	8/2/2017	2.300	248,000.00	248,000.00	248,000.00	248,131.44	8/2/2022	33	2,312.85	0.44
TIAA FSB FL 2.1 7/29/2022	87270LCM3	7/29/2019	2.100	247,000.00	247,000.00	247,000.00	247,076.57	7/29/2022	29	2,160.07	0.44
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,267.09	248,865.52	5/15/2023	319	600.98	0.44
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	241,915.95	8/28/2024	790	26.61	0.44
Sub Total / Average Certificate Of Deposit			2.497	6,196,000.00	6,195,995.00	6,195,902.67	6,154,857.83		448	23,899.55	10.99

Local Government Investment Pool

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
CAMP LGIP	CAMP3001	2/29/2020	1.140	5,264,607.03	5,264,607.03	5,264,607.03	5,264,607.03	N/A	1		9.33
LAIF City LGIP	LAIFCITY0895	2/29/2020	0.861	30,752,174.06	30,752,174.06	30,752,174.06	30,356,252.56	N/A	1		54.53
LAIF Housing Authority LGIP	LAIFHA0004	2/29/2020	0.861	13,204,593.33	13,204,593.33	13,204,593.33	13,034,589.66	N/A	1		23.41
Sub Total / Average Local Government Investment Pool			0.891	49,221,374.42	49,221,374.42	49,221,374.42	48,655,449.25		1	0.00	87.28
Municipal											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,262.52	273,963.25	3/1/2023	244	2,272.57	0.49
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,493.25	198,040.25	8/1/2024	763	1,587.49	0.36
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	253,277.88	246,622.50	6/1/2024	702	553.82	0.44
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,723.04	246,897.50	9/1/2023	428	2,065.97	0.44
Sub Total / Average Municipal			2.207	980,000.00	989,644.80	983,756.69	965,523.50		516	6,479.85	1.74
Total / Average			1.090	56,397,374.42	56,407,014.22	56,401,033.78	55,775,830.58		59	30,379.40	100

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: August 23, 2022

SUBJECT: JUNE 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

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

RECOMMENDED ACTIONS:

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

BACKGROUND:

The attached reports summarize the Successor Agency's investment and deposit balances as of June 2022. During the month of June, the Successor Agency's total cash and investment balances increased by approximately \$1.1 million, primarily due to the semi-annual interest payments made for the Successor Agency's three outstanding bond issues. The Successor Agency's cash and investment balances by fund are presented in Attachment A. The Successor Agency's investments and deposits by financial institution are included as Attachment B.

ANALYSIS:

The Successor Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of June 2022 was 0.86%.

The Successor Agency's investments are shown on Attachment B and have a weighted investment yield of 0.86%, which is equal to the benchmark LAIF return of 0.86%, as the entire portfolio (excluding funds held with the bond fiscal agents) represents the Successor Agency's portion of LAIF and Bank of the West funds invested by the City.

With a completely liquid portfolio, the weighted average maturity of the Successor Agency's investments on June 30, 2022, was 1 day. LAIF's average maturity on June 30, 2022, was approximately 311 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2021-22 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

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

Attachments:

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

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

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-POOLED</u>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 3,482,685.76	\$ -	\$ (10,166.63)	\$ 3,472,519.13
	Total Cash-Pooled ⁽¹⁾	\$ 3,482,685.76	\$ -	\$ (10,166.63)	\$ 3,472,519.13
<u>CASH-RESTRICTED (with Fiscal Agent)</u>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 824,750.04	\$ 3.50	\$ (289,737.50)	\$ 535,016.04
712-111425	2016 Tax Allocation Bonds, Series C and D	1,233,650.01	5.24	(631,131.25)	602,524.00
712-111426	2020 Tax Allocation Refunding Bonds, Series A	666,810.14	2.83	(153,400.00)	513,412.97
	Total Cash-Restricted (with Fiscal Agent)	\$ 2,725,210.19	\$ 11.57	\$ (1,074,268.75)	\$ 1,650,953.01
	TOTAL CASH AND INVESTMENTS	\$ 6,207,895.95	\$ 11.57	\$ (1,084,435.38)	\$ 5,123,472.14

Note:

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

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

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California	On Demand	0.86% N/A	\$ 3,472,519	\$ 3,472,519	LAIF

Total Cash Investments and Deposits

1	0.86%
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\$ 3,472,519	\$ 3,472,519
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Weighted Average/eighted Average

Maturity (days) Yield

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B									
Debt Service:									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 535,015	\$ 535,015	\$ 535,015	US Bank
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	1	1	1	US Bank

Total 2016 Series A and B

\$ 535,016 \$ 535,016

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D									
Debt Service:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 602,522	\$ 602,522	\$ 602,522	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	1	1	1	US Bank
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	1	1	1	US Bank

Total 2016 Series C and D

\$ 602,524 \$ 602,524

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2020 Tax Allocation Refunding Bonds										
Special Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 513,413	\$ 513,413	\$ 513,413	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$ 513,413 \$ 513,413

Total Bond Fund Investments and Deposits (3)

\$ 1,650,953 \$ 1,650,953

TOTAL - ALL CASH AND INVESTMENTS

\$5,123,472 \$5,123,472

Notes:

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

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 23, 2022

SUBJECT: AWARD OF CONTRACT TO PBK TO PROVIDE PROFESSIONAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE NORM ROSS SPORTS PARK PROJECT (TASK CODE 2022-204)

REPORT IN BRIEF:

In December 2021, the City was awarded \$7,691,059 in grant funding from the State of California through the Proposition 68 Statewide Park Program for the design and construction of the Norm Ross Sports Park (Park) on Garden Grove Unified School District property adjacent to Carver Elementary School. Subsequently, in April 2022, City staff released a Request for Proposal (RFP) soliciting proposals to provide professional design and construction support services for the Park. The proposed scope of work includes preparing preliminary and final design plans, construction bid documents and specifications, and providing construction support services such as responding to requests for information during the construction phase. City staff recommends awarding a contract to PBK in an amount not to exceed \$640,000 for these services.

RECOMMENDED ACTIONS:

1. City Council declare this project will require the preparation of a Mitigated Negative Declaration under the California Environmental Quality Act; and
2. Award a contract to PBK to provide professional design and construction support services for a maximum contract amount of \$640,000; and
3. Authorize the City Manager and the City Attorney to make edits to the professional services agreement as necessary; and
4. Authorize the City Manager to bind the City of Stanton and PBK in a contract to provide the services; and
5. Authorize the City Manager to approve contract change orders and contract amendments with PBK, as needed and determined by City staff, for any contingencies up to \$64,000 (10% of the contract amount).

BACKGROUND:

The proposed Norm Ross Sports Park, located at 11150 Santa Rosalia Street, will be built on 9 acres of land consisting of the existing Norm Ross Sports Complex plus the adjoining Stanton Community Garden on land owned by the Garden Grove Unified School District (GGUSD). The City will enter into a new long-term lease with GGUSD to transform the underutilized baseball field and community garden into the proposed 9-acre recreational sports park. Proposed amenities include:

- An event plaza
- Community building
- Multi-purpose sports court
- Community garden and storage structure
- Dog park/dog run area
- Picnic areas
- Exercise equipment
- Playground
- Baseball field
- Landscaping and irrigation
- Perimeter trail
- Shade structures
- New connecting bridge over the storm channel with Stanton Park.

City staff released a RFP soliciting proposals to provide professional design consulting services for the preliminary and final design and development of all necessary construction drawings and documents for the project. The City also requested optional construction support services.

The RFP was released in a two-envelope format in accordance with the City's Purchasing Policy and Procedures. The submittal consists of a written proposal and a separate, sealed fee proposal to ensure contract award is principally based on qualifications rather than low-bid. The City's Purchasing Policy then provides that:

- The written proposal envelopes are opened, and the enclosed proposals are evaluated by City staff.
- Once a consensus is reached on the best written proposal, City staff will negotiate a fee with the best qualified consultant.
- In the event the City cannot negotiate a fee with the best qualified consultant, the City will negotiate a fee with the second ranked consultant, and so on until an agreement is reached.

ANALYSIS/JUSTIFICATION:

A RFP was issued on April 28, 2022 with a proposal due date of June 2, 2022. Five firms provided proposals: Donald Krotee Partnership, Morrissey Associates, PBK, Studio W Architects, and Westgroup Designs.

The proposals were evaluated by the Public Works Department and the Community Services Department. The Public Works Department attempted to negotiate a lower fee with the first ranked firm because their fees were approximately 14% of the construction costs which exceeds the customary 10% threshold, but unfortunately, was unable to reach a satisfactory fee for the design work. Staff negotiated a fee for design and the optional construction support services with the second ranked firm (PBK). PBK's fee proposal was \$230,000 less than the first ranked firm's fee proposal.

PBK's design and construction support services fee is approximately 10% of the proposed construction costs. Despite the substantially lower fee, City staff believes that PBK is well-qualified to provide professional design and construction support services for the project based upon discussions with GGUSD and their extensive experience in using PBK for their projects. PBK and its subcontractors have also successfully provided park design services to other cities and school districts, such as the cities of Temecula and Chino Hills, and Huntington Beach Unified, Long Beach Unified, and Capistrano Unified School Districts. PBK's fee proposal of \$640,000 includes an allocation of \$448,000 for design fees and \$192,000 for construction support services. The fee proposal does not include some possible reimbursable expenses such as bulk printing, plotting, copying, and scanning, or permits, plan check, inspection fees, and City business license fees.

This project will also require the preparation of a Mitigated Negative Declaration to comply with the California Environmental Quality Act (CEQA). PBK's scope of work includes preparation of this document.

City staff requests an advance authorization from City Council for up to \$64,000 in contract change orders which may be used to cover both reimbursable expenses as well as unforeseen design work and construction support services. Given that this is a grant-funded project on GGUSD property, there may be unforeseen requirements from DSA, the County Flood Control District, or environmental agencies that may impact PBK's scope of work.

City staff is in the process of reviewing a draft lease agreement required to construct the project on GGUSD property (Carver Elementary School). Upon completion of this review, City staff will present the draft lease agreement to GGUSD. The draft lease agreement will seek a long-term lease from GGUSD. The minimum lease required by the Proposition 68 grant is 30 years to ensure the facility will remain in place.

This project is subject to Division of State Architect (DSA) review because the project is located on school district property. Consequently, the City will need to pay for DSA plan check fees estimated to be \$80,000. DSA also requires that a DSA-approved construction inspector review structural and accessible improvements. GGUSD has offered to cover the costs of hiring a DSA-approved construction inspector to inspect the construction of improvements. These costs are not included in the fee proposal and will be paid separately by the City as part of the Proposition 68 grant.

FISCAL IMPACT:

The adopted budget for the Norm Ross Sports Park (Task Code 2022-204) has sufficient funds available for design and construction support services. A summary of estimated expenses associated with this project is listed below.

“Pre-Construction” (Non-Construction) Cost Allocation in Proposition 68 Grant (Not to Exceed)	\$1,285,471
Construction Costs	\$6,405,588
Total Proposition 68 Grant Amount	\$7,691,059

Design and Construction Support Services (PBK)	\$640,000
City Staff Recommended Contingency for Design and Construction Support	\$64,000
DSA Plan Check Fees (Estimated)	\$80,000
Construction Management Services, not related to DSA required inspections (TBD)	\$250,000
Regulatory Agency Plan Check and Permit Fees (Estimated) (Orange County Flood Control District, Army Corps of Engineers, Orange County Fire Authority, etc.)	\$50,000
Subtotal of Proposed Non-Construction Related Expenses Authorized by the Proposition 68 Grant	\$1,084,000
Maximum Non-Construction Related Expenses Authorized by the Proposition 68 Grant	(\$1,285,471)
Estimated Amount Available for Non-Construction Related Expenses (Unused non-construction allocations may be applied to construction expenses.)	\$201,471

ENVIRONMENTAL IMPACT:

The project will require the preparation of a Mitigated Negative Declaration under the California Environmental Quality Act.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

- 3 – Provide a high-quality infrastructure.
- 5 – Provide a high quality of life.

Prepared by: Joe Ames, P.E., T.E.

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn

Attachments:

- A. Draft Professional Services Agreement
- B. PBK proposal
- C. PBK fee proposal

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
NORM ROSS SPORTS PARK DESIGN SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **PBK ARCHITECTS, INC.**, a **CORPORATION**, with its principal place of business at **8163 ROCHESTER AVENUE, RANCHO CUCAMONGA, CA 91730** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

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

2.2 Project.

City desires to engage Consultant to render such services for the **NORM ROSS SPORTS PARK DESIGN** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **AUGUST 23, 2022** to **DECEMBER 31, 2026**, unless earlier terminated as provided herein.

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

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

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

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

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

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

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

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

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

(a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability shall be endorsed to provide the following:

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

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

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

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

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

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

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

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City

except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with

the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **SIX-HUNDRED FORTY THOUSAND DOLLARS (\$640,000)** ("Total Compensation") without written approval of City's **Public Works Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and

“maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

PBK ARCHITECTS, INC.
8163 Rochester Avenue, Suite 100
Rancho Cucamonga, CA 91730
Attn: **Bruce Ou**

City:

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

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing

furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

3.5.6 Indemnification.

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

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8,

which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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

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

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

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

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

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

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

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

3.11 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or

service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

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

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

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

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

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

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

any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

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

[Signatures on following page.]

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

CITY OF STANTON

PBK ARCHITECTS, INC.

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Name: Bob Lavey
Title: _____

By: _____
Name: Bruce Ou
Title: _____

ATTEST:

By: _____
Patricia Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”
SCOPE OF SERVICES

Scope of Work

A. DESIGN TEAM METHODOLOGY

Our firm consistently utilizes a Design Team approach for establishing project delivery and control during all phases of planning and design. The primary contact will be our Principal-in-Charge, Bruce Ou. The Principal-in-Charge will be responsible for coordinating our in-house architectural team and our consultant team. The Team remains with the project from concept through completion. Therefore, continuity of the project participants and of the process is achieved. The Design Team shall produce all necessary reports, studies, drawings, models, renderings, and cost estimates, and shall perform all necessary administrative, management, and coordination services throughout the entire course of the project.

B. SCOPE OF WORK

In addition to the items listed in the RFP, the following is a list of the basic tasks and deliverables anticipated for your new project. The scope has been divided into the five phases typically associated with architectural services:

1. SCHEMATIC DESIGN - PHASE 1

The first and perhaps most important task during the Schematic Design Phase will be to establish and determine the best approach to the design of the primary systems in the project. The architectural program shall be developed. Alternative configurations shall be quickly explored in order to evaluate the best opportunities. A design concept shall be formulated in order to provide a sound basis for subsequent planning and design decisions to occur. The design concept shall be utilized to evaluate advantages and disadvantages of each

potential alternative. Site and programmatic factors, aesthetic quality, cost, and other key factors related to the project shall be utilized in order to form the basis of an evaluation. Through a variety of informal meetings with the project committee, a schematic design concept shall be established.

During the Schematic Design Phase for your project, the following tasks and deliverables have been identified:

a. Master Site Plan

A master site plan shall be prepared in order to describe all major site components and to illustrate the overall site planning concept for the project. All structures, parking areas, and circulation components shall be identified. Areas of future expansion and/or future phasing shall also be defined.

b. Preliminary Landscape Plan

A preliminary landscape plan shall be prepared in order to illustrate proposed planting, landscaping techniques, and design concepts. Drought resistant, low maintenance, and xeriscape techniques shall be defined. A preliminary plant palette, identifying major tree and shrub species, shall be included.

c. Preliminary Floor Plans

A preliminary floor plan of each level for every structure proposed shall be prepared.

d. Exterior Elevations

Exterior elevations shall be prepared to illustrate all major views of the project. Elevations shall be drawn to depict scale, character, architectural vocabulary, and shall be delineated to communicate the aesthetic qualities of the project.

e. Schematic Design Opinion of Cost

A preliminary opinion of construction costs shall be prepared and included with the summary report.

f. Project Schedule

A comprehensive project schedule shall be prepared. The project schedule shall include anticipated time frames for each phase of the project as well as any other milestones required by the City.

2. DESIGN DEVELOPMENT - PHASE 2

After completion of the Schematic Design Phase, the design of the project shall be advanced into more detailed refinement by initiating the Design Development Phase. Our Design Team shall prepare design development documents consisting of drawings, outline specifications, design calculations, material/equipment submittals, fixture cuts, and a design development opinion of estimated construction cost. Architectural, structural, electrical, and mechanical systems shall be further detailed and analyzed. Preliminary drawings shall be prepared for each of these systems, and options which may exist shall be evaluated.

During the Design Development Phase, requirements for cabinets, casework, hardware, and related specialties shall be determined. A preliminary furniture plan shall be prepared indicating usage and furniture layout of every work station, office, and support space. Final selection of materials, textures, and colors shall occur. The Design Development Phase is essentially the time when preliminary design proposals are refined to a level of detail and developed to a state such that final construction documents can be initiated. The Design Development Phase is the time when all final decisions pertaining to the proposed project are evaluated and finalized.

During the Design Development Phase, the following tasks and deliverables have been identified:

a. Design Development Plans

Design development drawings shall be prepared in order to fix and describe the size and character of the entire project including architectural, structural, mechanical, and electrical design features.

b. Outline Specifications

Outline specifications shall be prepared in order to identify and define the materials and system components selected for the

project. Outline specifications shall be prepared in summary outline form based on CSI format.

c. Basis of Design

A technical manual shall be assembled to organize product literature and data for all materials, equipment, and fixtures selected for the project.

d. Building Code Analysis

Drawings, diagrams, and calculations shall be prepared based upon all applicable building codes having jurisdiction over the project. A preliminary occupancy and exiting plan shall be prepared to identify the type of construction, type of occupancy, required fire rating/separation, and location/number of exits required.

e. Design Development Opinion of Cost

An opinion of construction cost shall be prepared to reflect the scope and anticipated construction costs as reflected by the design development documents.

f. Project Schedule

An updated project schedule shall be prepared and submitted.

3. CONSTRUCTION DOCUMENT - PHASE 3

The final Construction Document Phase of the project generally consists of the preparation of the construction documents to include final drawings, specifications, calculations, and final cost estimates. Our proposal includes complete and comprehensive architectural and engineering services required to execute the entire project. Specifically, we have included the following disciplines:

- 1) Architectural
- 2) Civil Engineering
- 3) Structural Engineering
- 4) Mechanical Engineering
- 5) Electrical Engineering
- 6) Landscape Architecture

During this phase, the Contract Documents are prepared setting forth in detail the requirements for the construction of the project. General conditions, instructions to bidders, and all special requirements

are defined, and when combined with the various trade specifications, a complete project manual is produced.

During the Construction Document Phase, final cost studies shall be prepared. A detailed opinion of construction cost shall be prepared at the point where final plans and specifications are approximately 50% complete. Once construction documents have almost been completed, a revised opinion of cost shall be prepared at the level of approximately 90% completion. Allowable construction costs will be consistently monitored during the entire process in order to minimize the possibility of requiring major refinement or modification due to budgetary limits.

The following tasks are specifically proposed for the project:

a. Construction Drawings

Final construction drawings shall be prepared in order to describe and identify the spaces, sizes, volume, and location in detail for the construction of the project.

b. Project Manual

A project manual shall be prepared to include all instructions to bidders, bidding forms, general conditions, supplementary special conditions, and the construction trade sections for the project. The project manual provides detailed technical information pertaining to the administration of the contract for construction, materials and equipment to be furnished, acceptable manufacturers, and the requirements for executing the work.



c. Final Design Calculations

Final design calculations shall be prepared and submitted with the final plans and specifications for review and approval by governing agencies having jurisdiction over the project. Structural calculations, hydrology/drainage calculations, and mechanical/electrical (Title 24 Energy Compliance) shall be completed during this phase.

d. Opinion of Cost

A detailed opinion of construction costs shall be prepared at the point where plans and specifications are approximately 50% complete. A second cost opinion shall be prepared at the 90% completion point in order to address any refinement or modification occurring during the preparation of the construction documents. The cost opinion shall be prepared utilizing specific area and quantity take-offs applied to labor and material cost, and shall include allowance for general conditions, Contractor's profit and overhead, and contingencies.

e. Final Plan Check

All final plans, specifications, and supporting calculations shall be submitted to appropriate agencies having jurisdiction over the project. The final construction documents shall be revised and amended in order to reflect any plan check requirements, and at this time, construction documents will be ready for competitive bidding.

4. BIDDING AND NEGOTIATION - PHASE 4

During the Bidding Phase, the Architect shall provide administrative support services to assist the City in obtaining competitive bids for the proposed project. The Architect shall respond to any questions, clarifications, or conflicts which may arise in the form of written addenda to the contract documents. At this time, requests for substitutions may be considered if allowed by the contract documents. The Architect shall assist the City with an evaluation of the bids received and make a recommendation for award of the contract for construction.

The following services for the Bidding Phase of the project are proposed:

a. Bidding Procedures and Administration

The Architect shall assist the City with the Bidding Phase of the project. Questions, clarifications, or conflicts arising

out of the bidding process will be resolved by addenda prepared by the Architect. Addenda to the contract for construction shall be prepared in writing to document any clarification or modification made to the contract documents.

b. Evaluation of Bid Proposals

Upon receipt of all bid proposals, a review and evaluation shall be conducted by the Architect. The completeness of each bid proposal shall be evaluated whenever consideration exists to award to the proposing contracting entity. The completeness of the bid proposal, proposed subcontractors, affidavit of signature and other special bid proposal requirements shall be reviewed by both the City and the Architect.

c. Notice to Award Construction Contract

Upon the completed review of appropriate bid proposals, the Architect shall provide a recommendation for consideration regarding the potential award of the contract for construction.

5. CONSTRUCTION ADMIN. - PHASE 5 OPTIONAL SERVICES
(Optional Services per RFP)

The Architect shall attend job site meetings at weekly intervals in order to generally review and evaluate the construction schedule, monitor weekly performance, review quality control standards, and provide assistance for any clarification or revision to the contract for construction. Shop drawings and related submittals shall be reviewed and returned to the Architect for appropriate action. The Contractor's requests for information, proposal requests, and related communications shall be attended to on a regular basis. Contractor's pay requests shall be reviewed by the Architect on a monthly basis in accordance with the amount of work completed and in accordance with the contract documents. Upon completion of the Construction Phase the Architect shall organize and conduct a final walk-through and review. A final punch list for all required corrections and remaining work shall be prepared.

During the Construction Phase of the project, the following services shall be furnished:

a. Preconstruction Conference

A preconstruction conference shall be attended by the

Architect to brief all parties concerned with general and special requirements of the contract for construction. Procedural matters, routing of information, and project representatives shall be defined. Attendees shall include representatives from the City, the Architect, the Contractor, and all major subcontractors.

b. Job Site Meetings

Job site meetings at weekly intervals shall be scheduled and attended by the Architect for the same day and time through the duration of the project. Scheduling, coordination, requests for information, and changes to the contract for construction are routinely monitored.

c. Submittal and Shop Drawing Review

The Architect shall review all required shop drawings and related submittals as required by the contract documents.

d. Project Closeout

At the completion of the Construction Phase a final job site meeting and review of the entire facility shall be conducted. A final punch list will be published and distributed by the Architect to all parties concerned, specifically noting required corrections, non-conforming work, and work remaining to be completed. A second walk-through shall be conducted when all punch list items have been corrected, at which time a Final Notice of Completion shall be filed by the City.

e. Record Documents

A set of final record documents will be created from the Contractor's as-built drawings.



SCOPE OF SERVICES ALSO INCLUDES:

- GEOTECHNICAL REPORTS AND INVESTIGATION
- SITE SURVEYING
- PHASE I ENVIRONMENTAL SITE ASSESSMENT
- MITIGATED NEGATIVE DECLARATION PREPARATION
- TRAFFIC STUDY (PARKING STUDY) REPORT
- COORDINATION WITH DSA AND GGUSD
- COORDINATION WITH OC FLOOD CONTROL DISTRICT AND ANY REGULATORY AGENCIES
- BRIDGE DESIGN


EXHIBIT "B"

SCHEDULE OF SERVICES

The following schedule represents an estimated timeline of events for your projects. We have tried to list as many of the main tasks known to us at this time. We have assumed a preliminary start date of July 2022. The time estimated for DSA review may vary based upon their workload at the time of submittal. Additionally, the construction period has been extended to address the current delay in the market for availability of materials. If selected as your Architect, one of our first tasks will be to develop a comprehensive, overall project schedule.

STANDARD ARCHITECTURAL SERVICES

Phase 1 | Phase 2 | Phase 3 | Phase 4 | Phase 5



Task Descriptions		2022						2023						2024										
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M
Preliminary Design	SCHEMATIC DESIGN																							
	1. Project Review Meetings	█	█	█																				
	2. Community Presentations	█	█	█																				
	3. Design Refinement	█	█	█																				
	4. Cut Sheets Selection			█	█																			
	5. Playground Coordination			█	█																			
	6. 3-D Renderings			█	█																			
	7. Preliminary Cost Estimate						█	█																
	8. OCPW Review						█	█																
	9. Scope of Work Final Adjustment						█	█																
Final Design	DESIGN DEVELOPMENT																							
	1. Design Coordination Upon Approval					█	█	█																
	2. Design Refinement					█	█	█																
	3. Project Bid Spec + Schedule					█	█	█																
	4. Develop Rubberized Spec					█	█	█																
	CONSTRUCTION DOCUMENTS																							
	1. Prepare Construction Document							█	█	█	█	█												
	2. Compliance + Agency Approval							█	█	█	█	█												
	3. Final Cost Estimate							█	█	█	█	█												
	BIDDING AND NEGOTIATIONS																							
1. Bidding Administration																								
2. Bid Review + Award of Contract																								
Optional Services	CONSTRUCTION																							
	1. Job Site Meetings																							
	2. RFI, Submittal, Drawings Review																							
	3. Punch List																							
	4. Final Completion																							
	5. DSA Certification																							

**EXHIBIT “C”
COMPENSATION**

Fee Proposal - Norm Ross Sports Park

Our proposed fee for Basic A/E services is based on our proposed scope of services and includes the following specific disciplines: architecture, sports facility design, mechanical, plumbing, electrical, civil, structural, landscape, and cost estimating. Our fee is based on our knowledge of the project scope as defined in the RFP.

A. STANDARD ARCHITECTURAL SERVICES

Phase 1 | Phase 2 | Phase 3 | Phase 4 | Phase 5



	Task Descriptions	2022					2023					2024					Proposed Fee Per Phase									
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S		O	N	D	J	F	M	A	M	J
Preliminary Design	SCHEMATIC DESIGN																								\$ 76,000.00	
	1. Project Review Meetings	■	■	■																						
	2. Community Presentations	■	■	■																						
	3. Design Refinement	■	■	■																						
	4. Cut Sheets Selection		■	■																						
	5. Playground Coordination		■	■																						
	6. 3-D Renderings		■	■																						
	7. Preliminary Cost Estimate		■	■																						
	8. OCPW Review		■	■																						
	9. Scope of Work Final Adjustment		■	■																						
Final Design	DESIGN DEVELOPMENT																								\$ 76,000.00	
	1. Design Coordination Upon Approval			■	■	■																				
	2. Design Refinement			■	■	■																				
	3. Project Bid Spec + Schedule			■	■	■																				
	4. Develop Rubberized Spec			■	■	■																				
	CONSTRUCTION DOCUMENTS																								\$256,000.00	
	1. Prepare Construction Document				■	■	■	■	■																	
	2. Compliance + Agency Approval				■	■	■	■	■																	
	3. Final Cost Estimate								■	■																
	BIDDING AND NEGOTIATIONS																								\$ 40,000.00	
1. Bidding Administration										■	■															
2. Bid Review + Award of Contract										■	■															
SUB-TOTAL NTE (NOT TO EXCEED)																									\$448,000.00	
Optional Services	CONSTRUCTION																								\$192,000.00	
	1. Job Site Meetings																									
	2. RFI, Submittal, Drawings Review																									
	3. Punch List																									
	4. Final Completion																									
	5. DSA Certification																									
COMPLETION NTE TOTAL																									\$640,000.00	

Reimbursable Expenses

General copies for progress reviews, travel costs, and mail are covered under our proposed fixed fee. Bulk copies for bid set distribution or City internal staff distribution shall be billed at direct cost with no PBK markup.

Invoicing

Our invoicing will occur at monthly intervals until completion of all services. The format will be itemized by work phase and billed at completion of each task for that month.

B. HOURLY RATES

PBK (Architecture) & PBK Sports (Sports Facility Design)

Principal	\$260.00
Associate/Director/Coordinator	\$230.00
Senior Project Architect/Manager	\$210.00
Senior Construction Administrator	\$210.00
Project Architect/Manager/Designer	\$180.00
Construction Administrator	\$180.00
Project Leader	\$150.00
Design Studio/Project Coordinator	\$140.00
Architectural/Design Intern	\$130.00
Clerical/Specification Writer	\$110.00

LEAF ENGINEERING (MEP Engineering)

Engineer Principal	\$230.00
Project Manager	\$210.00

Electrical

Electrical Engineer	\$200.00
Electrical Designer	\$175.00
Electrical Draftsman	\$ 95.00

Mechanical / Plumbing

Mechanical Engineer	\$200.00
Mechanical Designer	\$175.00
Mechanical Draftsman	\$ 95.00

Fire Protection

Fire Protection Engineer	\$195.00
Fire Protection Designer	\$170.00
Fire Protection Draftsman	\$ 95.00

Technology

IT Director	\$210.00
IT Engineer	\$185.00
IT Designer	\$170.00
IT Draftsman	\$ 95.00

Administrative Support

Office Support	\$ 85.00
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FPL AND ASSOCIATES (Civil Engineering)

Project Manager	\$230.00
Senior Project Engineer	\$195.00
Project Engineer	\$160.00
Associate Engineer	\$125.00
Administrative	\$100.00

KNA CONSULTING ENGINEERS (Structural Engineering)

Principal	\$235.00
Associate	\$195.00
Engineering Production Manager	\$180.00
Project Engineer II	\$170.00
Project Engineer I	\$155.00
Design Engineer II	\$145.00
Design Engineer I	\$135.00
BIM/CAD Manager	\$165.00
Assistant BIM/CAD Manager	\$140.00
BIM/CAD Designer II	\$125.00
BIM/CAD Designer I	\$100.00
Administrative Support	\$ 90.00

INTEGRATED DESIGN GROUP (Landscape Architecture)

Principal Landscape Architect/Design	\$215.00
Sr. Project Manager/Landscape Architect	\$195.00
Project Captain, Designer	\$175.00
Senior Draftsperson	\$135.00
Designer I/Draftsman Clerical Support	\$ 80.00

SILVA COST CONSULTING (Cost Estimation)

Cost Estimator	\$160.00
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PBK Architects + Sports

Fee Proposal Hourly Breakdown

ARCHITECTURE + SPORTS - Norm Ross Sports Park						
PROJECT PHASE	Task Descriptions	Principal	Senior Project Manager	Project Manager	Design Studio	Total Hours
	Hourly Rate	\$260.00	\$210.00	\$180.00	\$140.00	
SCHEMATIC DESIGN						
	Proposal Writing	2.00	0.00	0.00	0.00	2.00
	Pre-Design Coord. Meeting	2.00	8.00	8.00	0.00	18.00
	Project Review Meetings	0.00	8.00	8.00	0.00	16.00
	Community Presentations	8.00	0.00	0.00	0.00	8.00
	Design Refinement	4.00	4.00	4.00	20.00	32.00
	Cut Sheets Selection	2.00	8.00	0.00	0.00	10.00
	Playground Coordination	2.00	8.00	0.00	0.00	10.00
	3-D Renderings	2.00	4.00	4.00	20.00	30.00
	Preliminary Cost Estimate	2.00	8.00	0.00	0.00	10.00
	OCPW Review	2.00	8.00	0.00	0.00	10.00
	Scope of Work Final Adjustment	2.00	4.00	0.00	0.00	6.00
	Survey & Geotechnical report lump sum	0.00	0.00	0.00	0.00	\$25,000
	Total Hours by Title	28	60	24	40	152.00
	Sub-Total:	\$7,280	\$12,600	\$4,320	\$5,600	\$29,800
DESIGN DEVELOPMENT						
	Design Coordination	8.00	8.00	16.00	71.00	103.00
	Design Refinement	8.00	8.00	16.00	71.00	103.00
	Project Bid Spec + Schedule	2.00	6.00	4.00		12.00
	Develop Rubberized Spec	0.00	6.00	4.00	0.00	10.00
	Total Hours by Title	18	28	40	142	228.00
	Sub-Total:	\$4,680	\$7,280	\$10,400	\$36,920	\$59,280
CONSTRUCTION DOCUMENTS						
	Prepare Construction Document	8.00	40.00	40.00	150.00	238.00
	Compliance + Agency Approval	8.00	40.00	40.00	150.00	238.00
	Final Cost Estimate	8.00	8.00	0.00	0.00	16.00
	Total Hours by Title	24	88	80	300	492.00
	Sub-Total:	\$6,240	\$22,880	\$20,800	\$78,000	\$127,920
BIDDING & NEGOTIATION						
	Coordinate RFI, Submittal	0.00	8.00	16.00	20.00	44.00
	Respond to CM's Constructability	8.00	16.00	20.00	20.00	64.00
	Total Hours by Title	8	24	36	40	108.00
	Sub-Total:	\$2,080	\$6,240	\$9,360	\$10,400	\$28,080
CONSTRUCTION						
	Job Site Meetings	40.00	75.53	100.00	0.00	215.53
	RFI, Submittal, Drawings Review	8.00	40.00	40.00	0.00	88.00
	Punch List	8.00	16.00	20.00	39.15	83.15
	Final Completion	4.00	8.00	20.00	0.00	32.00
	DSA Certification	4.00	8.00	20.00	0.00	32.00
	Total Hours by Title	64	148	200	39	450.67
	Sub-Total:	\$16,640	\$38,357	\$52,000	\$10,178	\$117,174
	TOTAL - ARCHITECT + SPORTS					\$387,254
	Reimbursable					\$7,745
	GRAND TOTAL					\$395,000

LEAF ENGINEERS

Fee Proposal Hourly Breakdown

MEP+T - Norm Ross Sports Park							
PROJECT PHASE	Task Descriptions	Engineer Principal	Engineer	Designer	Draftsperson	Office Support	Total Hours
	Hourly Rate	\$230.00	\$200.00	\$175.00	\$95.00	\$85.00	
SCHEMATIC DESIGN							
	Proposal Writing						4.00
	Pre-Design Coord. Meeting	2.00	2.00				4.00
	Project Review Meetings	2.00	2.00				0.00
	Community Presentations				8.00		12.00
	Design Refinement	2.00	2.00				6.00
	Cut Sheets Selection		2.00	4.00			0.00
	Playground Coordination						0.00
	3-D Renderings						4.00
	Preliminary Cost Estimate	2.00	2.00				0.00
	OCPW Review						17.00
	Scope of Work Final Adjustment	2.00	2.00	2.00	8.00	3.00	
	Total Hours by Title	10	12	6	16	3	47.00
	Sub-Total:	\$2,300	\$2,400	\$1,050	\$1,520	\$255	\$7,525
DESIGN DEVELOPMENT							
	Design Coordination	2.00	4.00	4.00	4.00		14.00
	Design Refinement	2.00	4.00	4.00	4.00		14.00
	Project Bid Spec + Schedule	2.00	4.00			20.00	26.00
	Develop Rubberized Spec						0.00
							0.00
	Total Hours by Title	6	12	8	8	20	54.00
	Sub-Total:	\$1,380	\$2,400	\$1,400	\$760	\$1,700	\$7,640
CONSTRUCTION DOCUMENTS							
	Prepare Construction Document	2.00	4.00	8.00	38.00		52.00
	Compliance + Agency Approval	2.00	4.00	8.00	40.00		54.00
	Final Cost Estimate	2.00	4.00			3.35	9.35
							0.00
	Total Hours by Title	6	12	16	78	3	115.35
	Sub-Total:	\$1,380	\$2,400	\$2,800	\$7,410	\$285	\$14,275
BIDDING & NEGOTIATION							
	Coordinate RFI, Submittal			2.00	4.00		6.00
	Respond to CM's Constructability	2.00	2.00	2.00	4.00	2.00	12.00
							0.00
	Total Hours by Title	2	2	4	8	2	18.00
	Sub-Total:	\$460	\$400	\$700	\$760	\$170	\$2,490
CONSTRUCTION							
	Job Site Meetings	4.00					4.00
	RFI, Submittal, Drawings Review	2.00	4.00	8.00	2.00		16.00
	Punch List			8.00	2.00	3.01	13.01
	Final Completion		2.00	4.00			6.00
	DSA Certification		2.00			2.00	4.00
	Total Hours by Title	6	8	20	4	5	43.01
	Sub-Total:	\$1,380	\$1,600	\$3,500	\$380	\$426	\$7,286
	TOTAL - MEP+T						\$39,216
	Reimbursable						\$784
	GRAND TOTAL						\$40,000

FPL and Associates
 Fee Proposal Hourly Breakdown

CIVIL - Norm Ross Sports Park						
PROJECT PHASE	Task Descriptions	Project Manager	Senior Project Engineer	Associate Engineer	Administrative	Total Hours
	Hourly Rate	\$230.00	\$195.00	\$125.00	\$100.00	
SCHEMATIC DESIGN						
	Proposal Writing					
	Pre-Design Coord. Meeting	6.00	0.00	0.00	0.00	6.00
	Project Review Meetings	6.00	0.00	0.00	0.00	6.00
	Community Presentations					
	Design Refinement	6.00	0.00	0.00	0.00	6.00
	Cut Sheets Selection					
	Playground Coordination					
	3-D Renderings					
	Preliminary Cost Estimate	6.00	0.00	8.00	0.00	14.00
	OCPW Review	6.00	0.00	0.00	0.00	6.00
	Scope of Work Final Adjustment	6.00	0.00	0.00	0.00	6.00
	Total Hours by Title	36	0	8	0	44.00
	Sub-Total:	\$8,280	\$0	\$1,000	\$0	\$9,280
DESIGN DEVELOPMENT						
	Design Coordination	16.00	0.00	18.00	0.00	34.00
	Design Refinement	16.00	0.00	18.00	0.00	34.00
	Project Bid Spec + Schedule					
	Develop Rubberized Spec					
	Total Hours by Title	32	0	36	0	68.00
	Sub-Total:	\$7,360	\$0	\$4,500	\$0	\$11,860
CONSTRUCTION DOCUMENTS						
	Prepare Construction Document	20.00	16.00	42.00	0.00	78.00
	Compliance + Agency Approval	16.00	16.00	16.00	0.00	48.00
	Final Cost Estimate	8.00	0.00	0.00	0.00	8.00
	Total Hours by Title	44	32	58	0	134.00
	Sub-Total:	\$10,120	\$6,240	\$7,250	\$0	\$23,610
BIDDING & NEGOTIATION						
	Coordinate RFI, Submittal	8.00	0.00	8.00	0.00	16.00
	Respond to CM's Constructability	8.00	0.00	8.00	0.00	16.00
	Total Hours by Title	16	0	16	0	32.00
	Sub-Total:	\$3,680	\$0	\$2,000	\$0	\$5,680
CONSTRUCTION						
	Job Site Meetings	16.00	0.00	12.00	0.00	28.00
	RFI, Submittal, Drawings Review	24.00	8.00	12.00	0.00	44.00
	Punch List	4.00	0.00	4.50	0.00	8.50
	Final Completion	4.00	0.00	4.50	0.00	8.50
	DSA Certification	4.00	0.00	4.42	0.00	8.42
	Total Hours by Title	52	8	37	0	97.42
	Sub-Total:	\$11,960	\$1,560	\$4,678	\$0	\$18,198
	TOTAL - ARCHITECT					\$68,628
	Reimbursable					\$1,373
	GRAND TOTAL					\$70,000

KNA
 Fee Proposal Hourly Breakdown

STRUCTURAL ENGINEERING - Norm Ross Sports Park								
PROJECT PHASE	Task Descriptions	Principal Structural Engineer	Associate Structural Engineer	Project Engineer	Design Engineer	CAD/BIM Manager	CAD/BIM Operator	Total Hours
	Hourly Rate	\$235.00	\$195.00	\$170.00	\$145.00	\$165.00	\$125.00	
SCHEMATIC DESIGN								
	Proposal Writing	2.00						2.00
	Pre-Design Coord. Meeting							0.00
	Project Review Meetings	2.00	2.00					4.00
	Community Presentations	1.00	2.00			4.00	4.00	11.00
	Design Refinement	1.00	2.00					3.00
	Cut Sheets Selection							0.00
	Playground Coordination							0.00
	3-D Renderings							0.00
	Preliminary Cost Estimate							0.00
	OCPW Review							0.00
	Scope of Work Final Adjustment							0.00
								0.00
	Total Hours by Title	6	6	0	0	4	4	20
	Sub-Total:	\$1,410	\$1,170	\$0	\$0	\$660	\$500	3,740
DESIGN DEVELOPMENT								
	Design Coordination	2.00	2.00					4.00
	Design Refinement		4.00					4.00
	Project Bid Spec + Schedule	2.00	4.00			8.00	13.00	27.00
	Develop Rubberized Spec							0.00
								0.00
	Misc. Coordination							0.00
	Total Hours by Title	4	10	0	0	8	13	35
	Sub-Total:	\$940	\$1,950	\$0	\$0	\$1,320	\$1,625	5,835
CONTRACT DOCUMENTS								
	Coordination meetings		2.00	2.00				4.00
	Design Coordination	2.00			24.00			26.00
	CD Plans		8.00	12.00	16.00	24.00	40.00	100.00
								0.00
	Total Hours by Title	2	10	14	40	24	40	130
	Sub-Total:	\$470	\$1,950	\$2,380	\$5,800	\$3,960	\$5,000	19,560
BIDDING & NEGOTIATION								
	Coordinate RFI, Submittal		2.00	2.00			2.00	6.00
	Respond to CM's Constructability			2.00			2.00	4.00
								0.00
	Total Hours by Title	0	2	4	0	0	4	10
	Sub-Total:	\$0	\$390	\$680	\$0	\$0	\$500	1,570
CONSTRUCTION								
	Job Site Meetings							0.00
	RFI, Submittal, Drawings Review	2.00	4.00	6.00	11.97	4.00	12.00	39.97
	Punch List							0.00
	Final Completion	2.00	4.00	6.00				12.00
	DSA Certification	2.00	2.00					4.00
								0.00
	Total Hours by Title	6	10	12	12	4	12	56
	Sub-Total:	\$1,410	\$1,950	\$2,040	\$1,735	\$660	\$1,500	8,295
	TOTAL - Structural Engineer							\$40,000

Integrated Design Group
 Fee Proposal Hourly Breakdown

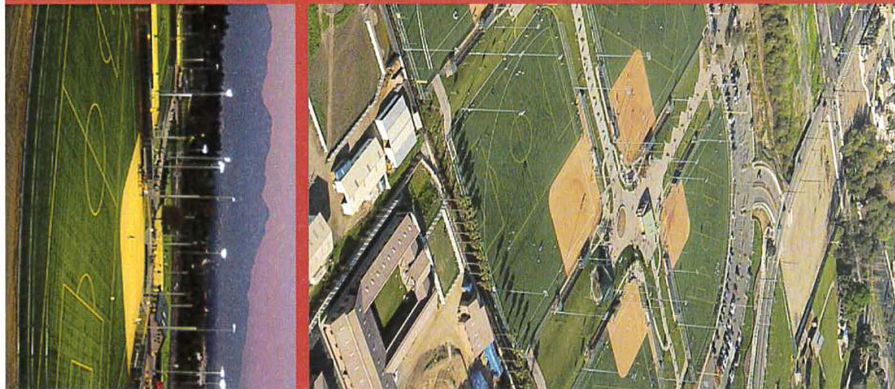
LANDSCAPE - Norm Ross Sports Park							
PROJECT PHASE	Task Descriptions	Principal Landscape Architect	Senior Project Manager	Project Captain	Senior Draftsperson	Designer 1 / Clerical Support	Total Hours
	Hourly Rate	\$215.00	\$195.00	\$175.00	\$135.00	\$80.00	
SCHEMATIC DESIGN							
	Proposal Writing	2.00	0.00	1.00	0.00	0.00	3.00
	Pre-Design Coord. Meeting	1.00	1.00	0.00	0.00	0.00	2.00
	Project Review Meetings	2.00	2.00	0.00	0.00	0.00	4.00
	Community Presentations	0.00	0.00	0.00	0.00	0.00	0.00
	Design Refinement	4.00	1.00	0.00	0.00	2.00	7.00
	Cut Sheets Selection	0.00	0.00	1.00	0.00	2.00	3.00
	Playground Coordination						
	3-D Renderings						
	Preliminary Cost Estimate	0.00	0.00	0.00	1.00	2.00	3.00
	OCPW Review						
	Scope of Work Final Adjustment	2.00	0.00	0.00	0.00	0.00	2.00
	Total Hours by Title	11	4	2	1	6	24.00
	Sub-Total:	\$2,365	\$780	\$350	\$135	\$480	\$4,110
DESIGN DEVELOPMENT							
	Design Coordination	4.00	3.00	4.00	0.00	8.00	19.00
	Design Refinement	8.00	8.00	0.00	0.00	4.00	20.00
	Project Bid Spec + Schedule	0.00	3.00	0.00	0.00	4.00	7.00
	Develop Rubberized Spec						
	Total Hours by Title	12	14	4	0	16	46.00
	Sub-Total:	\$2,580	\$2,730	\$700	\$0	\$1,280	\$7,290
CONSTRUCTION DOCUMENTS							
	Prepare Construction Document	2.00	4.00	8.00	75.00	54.00	143.00
	Compliance + Agency Approval	0.00	4.00	6.00	0.00	0.00	10.00
	Final Cost Estimate	1.00	4.00	2.00	0.00	0.00	7.00
	Total Hours by Title	3	12	16	75	54	160.00
	Sub-Total:	\$645	\$2,340	\$2,800	\$10,125	\$4,320	\$20,230
BIDDING & NEGOTIATION							
	Coordinate RFI, Submittal	1.00	2.00	4.00	0.00	4.00	11.00
	Respond to CM's Constructability	1.00	2.00	4.00	0.00	4.00	11.00
	Total Hours by Title	2	4	8	0	8	22.00
	Sub-Total:	\$430	\$780	\$1,400	\$0	\$640	\$3,250
CONSTRUCTION							
	Job Site Meetings	6.00	11.00	0.00	0.00	0.00	17.00
	RFI, Submittal, Drawings Review	0.00	8.00	0.00	3.98	0.00	11.98
	Punch List	2.00	8.00	4.00	0.00	0.00	14.00
	Final Completion	2.00	3.00	0.00	0.00	0.00	5.00
	DSA Certification						
	Total Hours by Title	10	30	4	4	0	47.98
	Sub-Total:	\$2,150	\$5,850	\$700	\$537	\$0	\$9,237
	TOTAL - ARCHITECT						\$44,117
	Reimbursable						\$882
	GRAND TOTAL						\$45,000

Attachment: B
Click here to return to the agenda.

PBR

CITY OF STANTON

Norm Ross Sports Park
PROPOSAL FOR DESIGN CONSULTANT SERVICES





June 2, 2022

Joe Ames, P.E., T.E.
Public Works Director/City Engineer
City of Stanton
Public Works & Engineering Department
7800 Katella Avenue
Stanton, CA 90680

Re: Proposal for Design Consulting Services
Norm Ross Sports Park
City of Stanton

Dear Selection Committee,

On behalf of PBK and our entire consulting team, thank you for the opportunity to submit our proposal for the Norm Ross Sports Park project. As you may already be aware, PBK has over 45 years of experience in the design of public and private facilities of this type. Our team has completed numerous sports facilities throughout Orange County and the entire state of California. We will be including PBK Sports as an integral member of our in-house team. PBK Sports is a highly recognized leader in the field of athletic/sports field design. PBK and PBK Sports have teamed to complete many similar projects throughout the State. As you can imagine, we believe our experience makes us uniquely qualified for for a project of this type.

Our proposed project team is experienced and qualified in sports facility design. We employ a **LISTEN, LEARN, and LEAD** management process to concisely monitor project scope, budget, and schedule; constant free flowing communication between project team members will ensure your project is a success by anyone's measuring standards.

PBK is a registered corporation with 550 total staff members and 250 dispersed amongst our eight offices in California. Your project will be managed by the staff in our Southern California office located in Costa Mesa. My in-house project team and the hand picked consultant engineering team are ready to begin work immediately upon an executed contract agreement.

As a principal of PBK, I have the authority to enter into a contractual agreement with the City of Stanton and will be the Principal-In-Charge for the project. We have thoroughly reviewed the requirements of the RFP and attest that all information included in this proposal is true and correct and shall remain valid for a minimum of 90 days. Additionally, we acknowledge receipt of addendum 1 [5/25]. If you have any questions or require any additional information, please do not hesitate to contact me at any time. I look forward to hearing from you.

Very truly yours,



BRUCE OU
Architect, AIA, NCARB, LEED AP
Principal
email: bruce.ou@pbk.com



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Qualifications, Experience, and References

A. INTRODUCTION

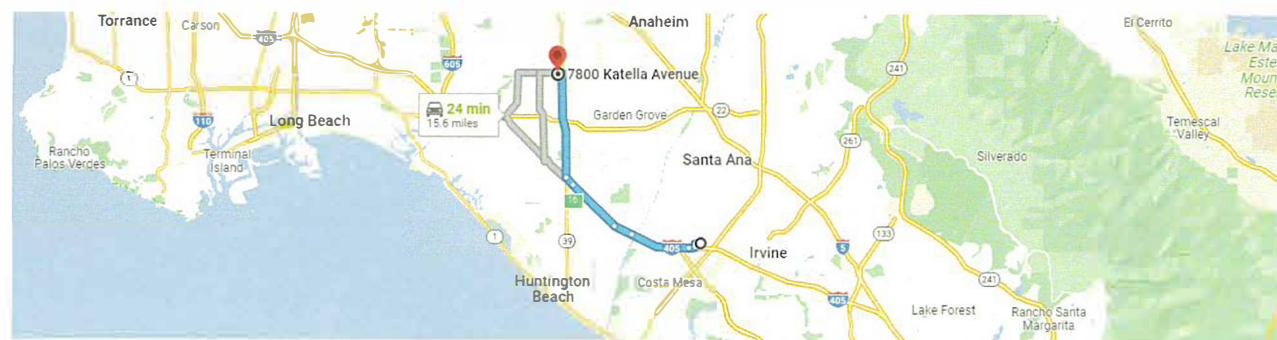
For more than four decades, PBK has served as an award-winning pioneer for architectural and engineering design solutions for clients in public safety, education, healthcare, sports, and corporate business. The firm embraces a unique business culture that prioritizes customer service and approaches each project without preconceived notions in order to deliver custom solutions that effectively address the unique needs of each client. Since we completed our first public facility over 40 years ago, we have strived to become experts in the design of sports parks, community centers, city halls, fire stations, police stations, teen centers, youth centers, aquatic facilities, and animal shelters. We have designed hundreds of public facilities, each of which is specifically tailored to the unique requirements of the communities they serve. Our work has been recognized by the American Institute of Architects, California Energy Commission, the Environmental Protection Agency, and the California Parks and Recreation Society. PBK is proud to be considered one of the leaders in the design of municipal and civic facilities.

B. FIRM PROFILE

In October 2020, PBK Architects merged with WLC Architects. The merger has been in the planning stages for several years in order to maintain a seamless transition in regard to customer service, quality, and attention to detail. With 20 offices nationwide and over 550 design professionals, PBK is one of the largest architectural firms in the country and continues to embrace a culture which prioritizes customer service.

C. OFFICE LOCATION

Services and key personnel will be out of our Costa Mesa office which is less than 13 miles from your office.



COSTA MESA
600 Anton Boulevard, Suite 1375
Costa Mesa, CA 92626
949.548.5000

RANCHO CUCAMONGA
8163 Rochester Avenue
Rancho Cucamonga, CA 91730
909.987.0909

FOLSOM
1110 Iron Point Road, Suite 200
Folsom, CA 95630
916.355.9922

SACRAMENTO
2520 Venture Oaks, Suite 440
Sacramento, CA 95833
916.682.9494

SAN DIEGO
12520 High Bluff Drive, Suite 250
San Diego, CA 92130
619.695.0400

SAN LUIS OBISPO
1327 Archer Street, Suite 110
San Luis Obispo, CA 93401
805.329.3076

BERKELEY
2600 Tenth Street, Suite 700
Berkeley, CA 94710
510.450.1999

FRESNO
7790 North Palm Avenue, Suite 300
Fresno, CA 93711
559.448.8400

PRESENT FIRM SIZE | 550 PERSONNEL

POSITION	FIRM WIDE	CALIFORNIA
Architects	98	30
Engineers	85	35
Designers	35	25
Construction Administration	12	3
Other & Facilities	165	72
Specifications	10	5
Roofing/Facilities	35	5
Admin/Corporate	75	50
Field Representatives	35	25
TOTAL	550	250

PRIMARY DISCIPLINE, RESOURCE AND SERVICES

PBK provides complete architectural services, urban and regional planning, and interior design. Structural, civil, electrical, mechanical, acoustical engineering, and landscape architecture are all provided by retention of appropriate consultants highly experienced within the desired disciplines.

CURRENT WORKLOAD

The current workload of the staff listed in this Proposal is such that we are in an excellent position to begin your project immediately. The entire project team will remain with your project through completion. Work will be performed in our office in Costa Mesa.

FINANCIAL REFERENCES

Mr. Vince Gottuso, Citizens Business Bank. (909) 483-4301
Mr. Scott Maxwell, Swenson Corporation. (909) 989-5867
Ms. Donna Melton, Arthur J. Gallagher Risk Management Services. (281) 760-2977

INSURANCE

A general liability insurance policy with a minimum coverage limit of \$2.0 million is carried by the firm as standard coverage. A professional liability insurance and errors and omissions with minimum coverage limits of \$2.0 million is carried by the firm as standard coverage. Insurance will be in place at the time of contract execution.

D. RELEVANT EXPERIENCE

Experience of the Project Team

Our team offers experience dedicated to master planning, programming, design, and construction of athletic facilities. Among this group is a team of sports professionals who are wholly devoted to the planning and design of sports facilities. The firm's sport division (PBK Sports) was established in 2002 and since then has completed more than 500 sports projects. We are not just another architectural/engineering firm that occasionally designs sports facilities. Our in-house team of architects and engineers are experts in the programming and design and renovation of athletic facilities, baseball parks, locker rooms, recreation and conditioning centers, stadiums, track & field facilities, softball parks, soccer fields, arenas, natatoriums, tennis facilities, and more. We know turf fields, natural or synthetic, and all the components to make that field an enduring success. No project is too small or too large, and every project is treated with the utmost importance.



Sub-Consultant Team

PBK Sports (In-House) - Sports Facility Specialist
FPL - Civil Engineering
KNA - Structural Engineering
LEAF (In-House) - MEP Engineering
IDG - Landscape Architecture
Silva Cost Consulting - Cost Estimating

Please see the "Proposed Team" section of this proposal for further qualifications, experience, and roles/responsibilities for our Sub-Consultant Team.

1,000+ New Construction & Modernization Projects

Over the last half century, we have modernized and reconstructed hundreds of DSA-governed educational institutions for K-12, community college, private and public university clients. These projects have included significant new construction elements, as well as upgrades for energy efficiency, function, growth, and safety. This wealth of educational experience has allowed our team to approach both new construction and modernization projects with an in-depth understanding of the nuances between the two.

1,000+ DSA Certified Projects

PBK maintains a robust in-house compliance department to assist our Project Architects, Managers, and DSA Academy members to process and certify all educational projects with the Division of the State Architect and all federal/state/local applicable code compliance, with certification notices released internally every Friday. Often selected for DSA closeout services alone as a result of our ability to achieve approval sometimes months ahead of schedule, we look forward to utilizing our extensive knowledge of DSA processes, including DSA box, Electronic Plan Review, and DSA contracted multi-disciplinary plan reviewers to aid the City of Stanton in timely DSA approval.

E. PROJECT REFERENCES

ESENCIA SPORTS PARK
Rancho Mission Viejo, California



Project Cost:
\$1,300,000

Square Footage:
Concession - 1,500
Pool Building - 1,500

Completion Date:
2020

Contact:
Larry Ryan
Principal
RJM Design Group
(949) 493-2600
larryr@rjmdesigngroup.com

Designed to fit into a tiered landscape concept, Esencia Sports Park is a 30-acre multi-athletic park site in one of Rancho Mission Viejo's newest communities.

The lower park site encompasses two lighted baseball fields and one lighted softball field with supporting amenities, including covered dugouts, attached bullpens and soft toss cages, tiered concrete spectator seating, batting cages and scoreboards. A lighted multi-use soccer field with tiered concrete spectator seating and a 1,500 square foot concession/restroom building support the team sports uses. The lower park also includes a children's tot lot and play features.

The upper park site encompasses two lighted tennis courts, two lighted pickleball courts, a swimming pool with three swim lanes, splash pad, and a 1,500 square foot pool building. The pool area amenities include community barbecues and fire pits as well as cabanas surrounding the pool for comfort.

This sports park was envisioned as a center for sports and family activities with connections to Esencia's network of trails.

CHINO HILLS COMMUNITY PARK
Chino Hills, California



Project Cost:
\$15,500,000

Project Size:
33 acres

Completion Date:
June 2007

Contact:
Mr. Jonathan Marshall
Director
City of Chino Hills
(909) 364-2711
jmarshall@chinhills.org

Encompassing a 33 acre site, the Chino Hills Community Park is designed for multi-use sports fields. Utilizing synthetic turf play surfacing and lights for night games, the six (6) fields accommodate youth baseball, adult softball, and soccer games. Soft toss batting cages and bull pens for pitcher warm-up are also available to the players.

The facility has been designed to provide convenient parking and pedestrian access to three spectator promenade areas. The project also provides for 425+ parking stalls, group picnic areas, two restroom and concession buildings, tot lot area, open play area, maintenance building and yard, preservation and enhancement of an adjacent riparian corridor, and the utilization of a bio-swale filtration system to promote water quality.

This sports park has many state-of-the-art features such as Musco lighting and synthetic turf fields. The synthetic turf fields offer significant benefits such as no game cancellations after heavy rains; no close down of fields due to repairs caused by heavy use; field markings are permanent; and there is less field maintenance required by sports organizations. The Light Structure Green Lighting System significantly reduces spill-over light to the adjacent neighborhoods.

PATRICIA H. BIRDSALL SPORTS PARK
Temecula, California



Project Cost:
\$11,600,000

Project Size:
43 acres

Completion Date:
January 2006

Contact:
Mr. Kevin Hawkins
Director
City of Temecula
(951) 694-6480
kevin.hawkins@cityoftemecula.org

PBK participated in a community design workshop to solicit input and suggestions regarding the amenities to be included in the Patricia H. Birdsall Sports Park master plan facility. At the conclusion of this design process, based on the community's input, the facility included four lighted ball fields, four lighted synthetic turf soccer fields, four lighted full court basketball courts, concession stand, restrooms, maintenance building, tot lot/playground, picnic areas, barbecues, benches, drinking fountains, walkways and approximately 460 parking spaces.

Services Included: Preliminary Design, Public Workshops, Conceptual Plans, Design Development, Construction Documents and Construction Administration

2007 CPRS AWARD WINNER



STADIUM AND SPORTS FIELDS
Rancho Cucamonga, CA



Project Cost:
\$18,520,371

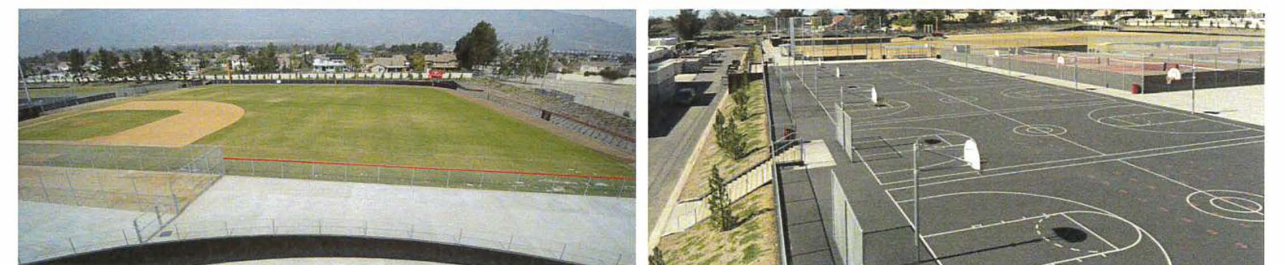
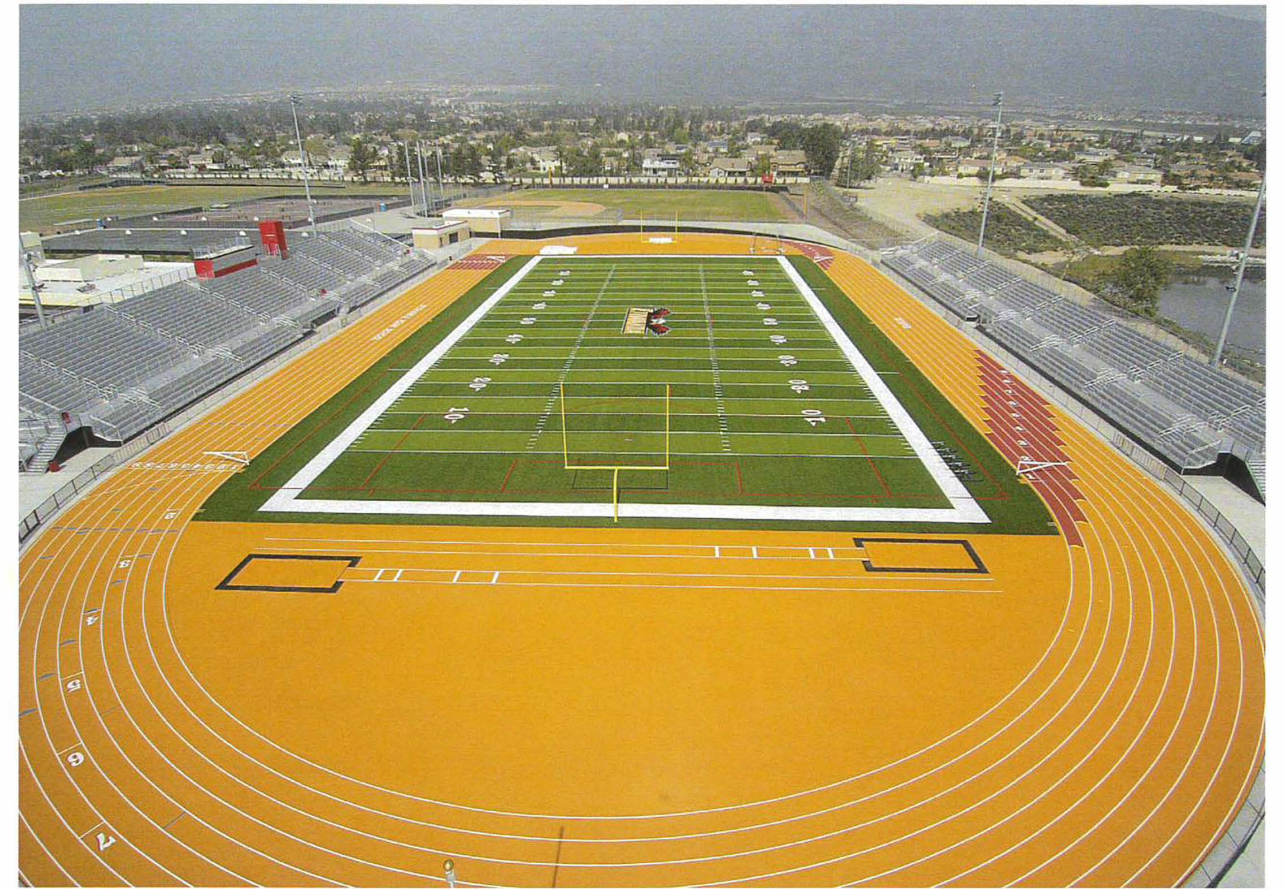
Site Area:
20 Acres

Completion Date:
2016

Contact:
Dr. Mathew Holton
Superintendent
Chaffey Joint Union High School Dist.
(909) 988-8511
mathew_holton@cjuhdsd.net

The project involved the renovation and reconstruction of approximately 20 acres of the existing high school campus adding a new 5,000 seat football/soccer/track stadium including a new ticket, concession, team and restroom building, as well as new basketball courts, student parking lot, and baseball and softball fields.

STADIUM AND SPORTS FIELDS
Etiwanda, CA



Project Cost:
\$20,400,000

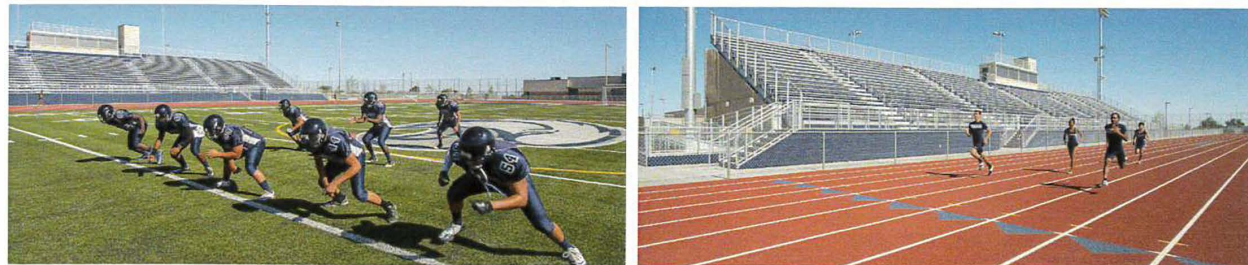
Site Area:
20 Acres

Completion Date:
2016

Contact:
Dr. Mathew Holton
Superintendent
Chaffey Joint Union High School Dist.
(909) 988-8511
mathew_holton@cjuhdsd.net

The project involved the renovation and reconstruction of approximately 20 acres of the existing high school campus adding a new 5,000 seat football/soccer/track stadium including a new ticket, concession, team and restroom building, as well as new tennis courts, and baseball and softball fields.

STADIUM AND SPORTS FIELDS
Victorville, CA



Project Cost:
\$23,234,064

Square Footage:
19,875

Completion Date:
2014

Contact:
Dr. Ron Williams
Superintendent
Victor Valley Union High School
District
(760) 955-3201
rwilliams@vvhhsd.org

New sports fields for an existing high school, consisting of a 5,000 seat track and field stadium which encompasses an artificial turf football and soccer field along with shot put and a rubberized 10 lane track, team locker rooms, three (3) classroom/concessions buildings, pool/locker room/concession building, 50 meter pool with 500 seat bleacher area, sand volleyball, varsity baseball field, varsity softball field, and practice fields.

SPORTS FIELD MODERNIZATION AND POOL REPLACEMENT
San Leandro, CA



Project Cost:
\$11,300,000

Square Footage:
5,000

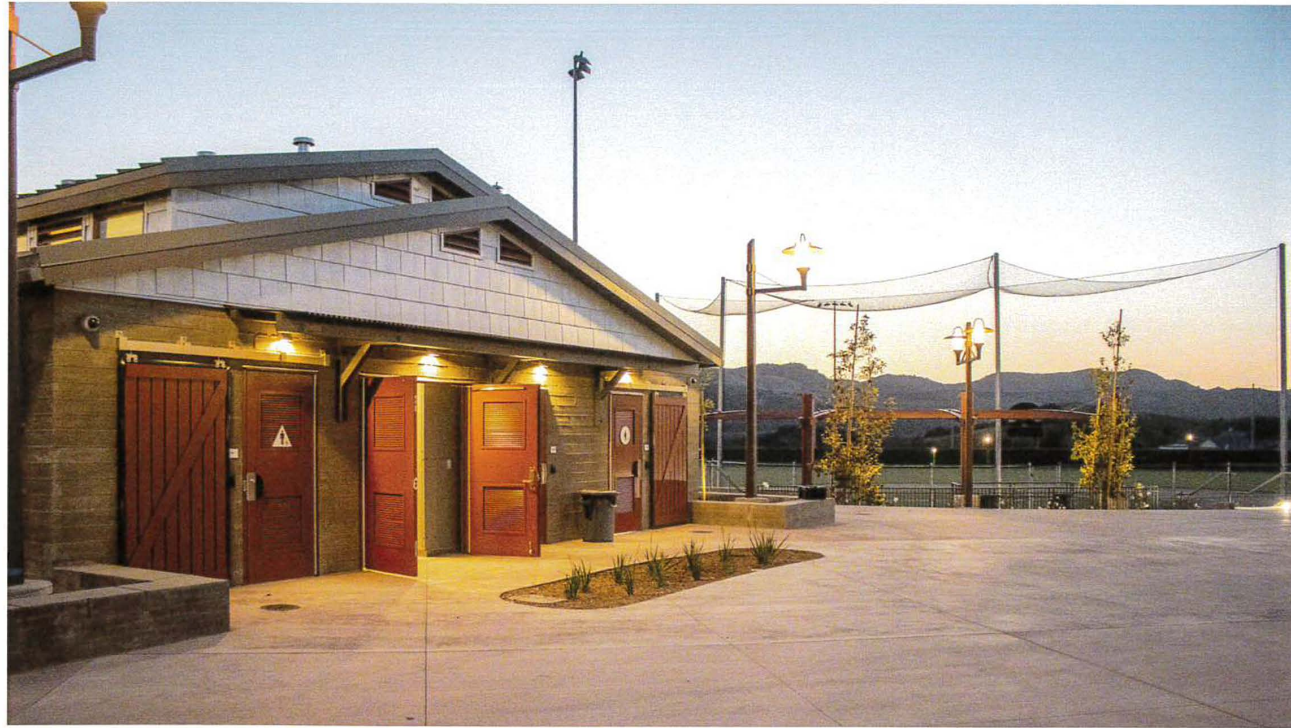
Completion Date:
2013

Contact:
Mike McLaughlin
Superintendent
San Leandro Unified School District
(510) 895-4199

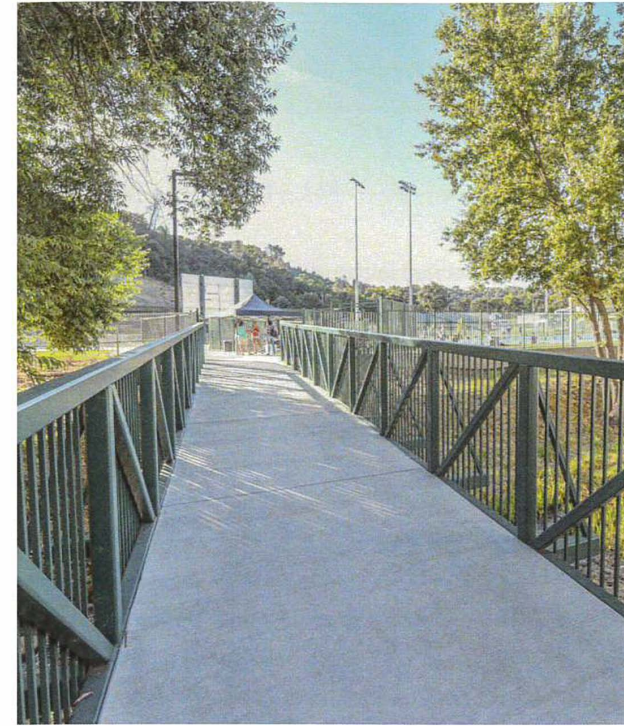
This project included the modernization of the baseball field and the demolition of the existing pool and facilities. The former pool was replaced with a new aquatics center which includes a 25-meter long by 25-yard wide competition pool, pool deck, fencing, pool house with pool equipment storage, office, snack bar concessions, ticketing, scoreboard, timing system/PA, bleachers and restrooms with showers.

F. EXPERIENCE WITH RELEVANT PROJECT ELEMENTS

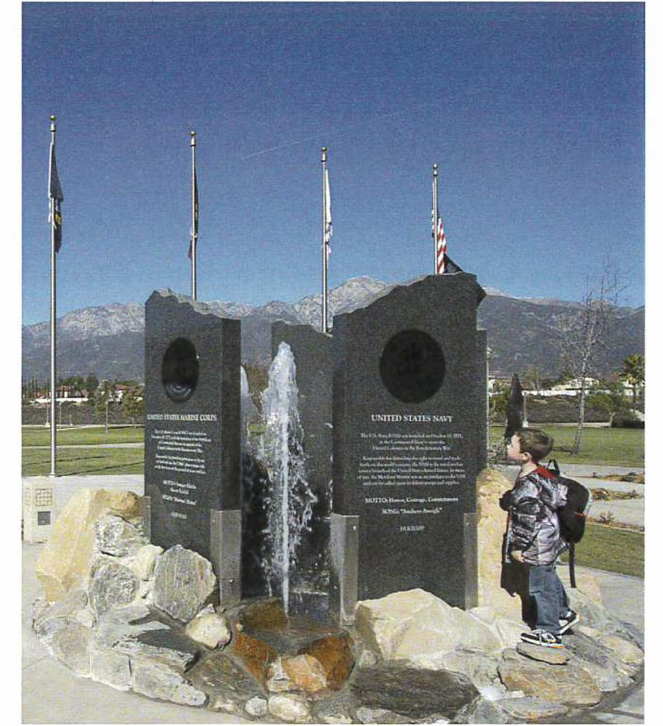
Community Building with Restrooms



Pedestrian Bridge



Park Design Features



Playground with Rubberized Surface



Water Play Area / Splash Pad



Outdoor Amphitheater



Proposed Team

The staff which we propose for the Project Team is highly experienced and well qualified in the planning and design of civic, public works, and community facilities. Our team members are skilled professionals having extensive experience in the assessment of space needs, site and building analysis, programming, interior design, and organizational management. This entire team shall stay involved throughout the project from start to finish. All key personnel will be available to the extent proposed for the duration of the required services acknowledging that no person designated as "key" shall be removed or replaced without the prior written concurrence of the City.

A. PBK TEAM

BRUCE OU, AIA, NCARB, LEED AP, Principal

Bruce will serve as the Principal-in-Charge and Project Architect for the duration of the project. Bruce will be the primary day-to-day contact and will be working closely with the Project Committee and all members of the PBK consulting team. Bruce will manage the contract agreement and monitor scope, budget, and schedule requirements.

JOSE VALLARTA, Associate II, Senior Project Manager

Jose will serve as the Project Manager and will be actively involved in all aspects of the project. He will primarily be responsible for assisting in the verification of field conditions, and preparation of required graphic material, reports, charts, and other documents to support the engineering consultant team. Jose will manage the consultant engineering team in preparation of final construction documents and Division of State Architect and Local Jurisdiction approvals.

NOAH DEWEY, Design Team

Noah will serve as a key member of the design phase assisting in the verification of field conditions, and preparation of required graphic material, reports, charts, and other documents to support the engineering consultant team.

PBK SPORTS - Athletic/Sports Facility Design

For over 40 years, PBK Sports has provided planning, design, and overall development of sports venues. PBK Sports offers sports architecture, sports engineering, civil engineering, MEP engineering, roof consulting, cost estimating, technology consulting, construction administration, and comprehensive project communication services.

LEAF ENGINEERING - MEP Engineering

PBK offers a unique opportunity to each client we serve with our ability to offer "one-stop service." Our in-house consulting services include LEAF Engineers. LEAF focuses on mechanical, electrical, plumbing, technology consulting, low voltage, and fire protection. Through LEAF, we also offer LEED consulting services, energy modeling services, third-party energy code compliance services, energy audits, and the protection of sustainably-designed buildings with low utility consumption and extensive automation for ease of operation.



B. SUB-CONSULTING TEAM

We have selected our proposed consulting team based upon their combined technical expertise and capabilities for performing necessary consulting services on facilities of similar size and scope. Our consultants are not specialty consultants brought in to make up for our own lack of specific project experience. In most cases, we have a long history and close working relationship with each firm. All of our consultants utilize computer-aided design and management systems to interface with our own CAD systems. Specifically, our consulting team will be able to provide services in the following areas:

CIVIL ENGINEERING

FPL & Associates
30 Corporate Park, Suite 401
Irvine, CA 92606
(949) 252-1688



FPL provides on-site and off-site civil engineering services for both building and infrastructure projects. Our site development project portfolio includes hundreds of projects, including K-12 and higher education, healthcare, civic/municipal, transit facility, office, residential, parking, and sports and entertainment projects.

STRUCTURAL ENGINEERING

KNA Consulting Engineers
9931 Muirlands Boulevard
Irvine, CA 92618
(949) 462-3200



KNA believes in innovative, progressive engineering solutions that meet the challenges and expression of architecture. Their work extends to a wide variety of projects in the public and private sectors for new and existing buildings. KNA's exceptional service and hyper-attentiveness to budgets and deadlines deliver the value their clients expect.

LANDSCAPE ARCHITECTURE

Integrated Design Group
1308 Monte Vista Avenue, Suite 6
Upland, CA 91786
(909) 946-6400



Integrated Design Group, LLP offers full service Landscape Architectural services specializing in public works and K-12 education projects with an emphasis on constructibility for the ease of long term maintenance. Their extensive background in the working order of the landscape and human interaction allows them to provide an extensive needs assessment for the client's site above and beyond much of their competition's ability.

COST ESTIMATING

Silva Cost Consulting
1521 Corporate Way, Suite 210
Sacramento, CA 95831
(916) 444-1130



Silva Cost Consulting was established in April 2002 to provide architects, developers, and governing agencies, throughout the State of California, with accurate cost estimates that are representative of the current bid market. Javier has 18 years of estimating experience and a proven track record of accuracy.



Bruce Ou Architect, AIA, NCARB, LEED AP, Principal

Bruce Ou joined PBK in 2002. In his role as a Principal-in-Charge, Mr. Ou is responsible for the complete delivery of the project from Concept through Occupancy. PBK's Principals are intimately involved in all stages of project delivery and actively participate with both the PBK Project Team and the consulting engineering disciplines. The Principal has the corporate authority to sign all Agreements and Contract Documents.

EDUCATION

University of California, Berkeley
College of Environmental Design
Master of Architecture
University of California, Berkeley
College of Environmental Design
Bachelor of Arts
Major - Architecture
Minor - Urban Planning

REGISTRATION

Architect, California - C34832
Architect, Hawaii - AR-19097

PROFESSIONAL AFFILIATIONS

American Institute of Architects, Secretary
[Executive Board of Directors] 2015-2018
Leadership in Energy and Environmental
Design (LEED AP)
National Council of Architectural
Registration Boards (NCARB)

Because PBK is a non-departmentalized office, the Principal-in-Charge works in close coordination with the PBK Project Manager, Project Architect, and Design Team members on a daily basis. Bruce is also responsible for oversight of the project budget, schedule, and scope. He will author and/or oversee the composition of all important written communication on your project.

RELEVANT DIVISION OF THE STATE ARCHITECT EXPERIENCE

Garden Grove Unified School District

- Santiago High School Modernization
- Los Amigos High School Modernization
- Campus-Wide HVAC Improvements
- + 15 Additional Projects

Colton Joint Unified School District

- Colton High School Sports Stadium Modernization

Perris Union High School District

- Heritage High School Synthetic Track
- Heritage High School Restroom and Concessions Building

Corona-Norco Unified School District

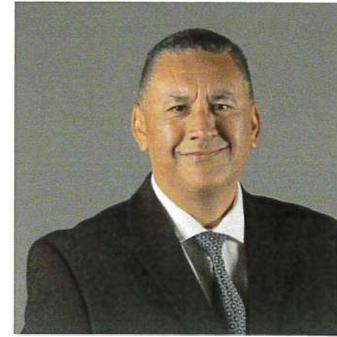
- Santiago High School Hardscape, Field Renovation, Bleacher Expansion
- Santiago High School Athletic Facility
- Norco High School Practice Gym

Rialto Unified School District

- Rialto High School Track & Field Stadium
- Carter High School Track & Field Stadium

Capistrano Unified School District

- Dana Hills High School Turf Replacement
- Capistrano Valley High School Turf Replacement
- Tesoro High School Field Replacement



Jose Vallarta Associate II, Senior Project Manager

Jose Vallarta will be responsible for the management of the project and conceptual, schematic, design development, construction documentation, and construction services. Jose will lead our handpicked consultant team and attend all project meetings and presentations. He will manage internal resources, ensure budget adherence, and spearhead the development and facilitation of all project documents, agency approvals, and construction.

RELEVANT DIVISION OF THE STATE ARCHITECT EXPERIENCE

Garden Grove Unified School District

- Los Amigos High School Bleacher Replacement
- Los Amigos HS Modernization
- Parkview Elementary School HVAC
- Warren Elementary School HVAC
- Irvine Intermediate School Modernization
- Fitz Intermediate School Modernization
- Fitz Intermediate School HVAC
- Lawrence Elementary School HVAC
- Hazard Elementary School HVAC
- Newhope Elementary School Modernization
- Mitchell Elementary School HVAC
- Warren Elementary School Modernization
- Crosby Elementary School Modernization
- Parkview Elementary School Modernization

Perris Union High School District

- Heritage High School Synthetic Track
- Heritage High School Restroom and Concessions Building

Victor Valley Union High School District

- Adelanto High School Sports Complex

Beaumont Unified School District

- Beaumont High School Long Jump/Shotput
- Beaumont High School Dugout

ABC Unified School District

- Gahr High School Addition and Modernization
- Whitney High School Addition and Modernization

Pasadena Unified School District

- Muir High School Auditorium & Modernization

EDUCATION

Bachelor of Architecture, California State
Polytechnic University, Pomona

PROFESSIONAL AFFILIATIONS

LEED™ GA (Leadership in Energy and
Environmental Design, Green Associate)
Toastmasters International



Noah Dewey Design Team

As a Design Team member, Noah Dewey will prepare sketches, technical drawings, site assessments, and graphic studies for all phases with our team. He will collaborate with Bruce and Jose to develop thoughtful, strategic documentation which will target your cognitive, cultural, physical, and social environment, as well as lead all final programming, functional diagrams, and related documents.

RELEVANT DIVISION OF THE STATE ARCHITECT EXPERIENCE

Capistrano Unified School District

- Aliso Niguel HS STEM Addition
- Dana Hills High School Structural Repair

Muroc Joint Unified School District

- Desert JH Modernization/Additions
- Bailey ES Modernization/Addition

Centinela Valley Union High School District

- Hawthorne HS Classroom Addition

ABC Unified School District

- Whitney High School Modernization and Additions
- Gahr High School Modernization and Addition

Colton Joint Unified School District

- Colton HS Sports Stadium Modernization

Garden Grove Unified School District

- Los Amigos High School Modernization
- Santiago High School Modernization

Pasadena Unified School District

- Muir High School Modernization

Oxnard Union High School District

- Del Sol High School

EDUCATION

Bachelor of Construction
Engineering Technology
California Polytechnic State
University, Pomona



Rex Wang Director/Principal, LEAF Engineering

Rex is a Professional Mechanical Engineer with more than 13 years of experience in the code compliance, design, construction, start-up, controls and commissioning of HVAC systems. As a LEED Accredited Professional, Rex's background derives from various plan-spec, design-build, and integrated project delivery for new and tenant improvement projects at facilities including educational, healthcare, corporate + commercial, and hospitality.

RELEVANT DIVISION OF THE STATE ARCHITECT EXPERIENCE

Nuvview Union School District

- Nuvview Bridge Early College High School Sports Stadium

El Paso Independent School District

- Jefferson High School Addition
- Silva High School Addition
- Maxine Silva Health Magnet School

Hacienda La Puente Unified School District

- Wedgeworth K-8

Huntington Beach Unified School District

- Edison High School Culinary Arts
- Edison High School Media Studio
- Edison High School Photo Laboratory
- Fountain Valley Culinary Arts Center
- Marina High School Culinary Arts Center
- Ocean View High School Culinary Arts
- Ocean View High School Photo Laboratory
- Westminster High School Culinary Arts
- Edison High School Pool Replacement

Long Beach Unified School District

- Sato Academy Project Frog
- Wilson High School HVAC
- Rogers Middle School Interim Housing

Lowell Joint School District

- Maybrook Interim Housing
- Starbuk Intermediate School Modernization

Palm Springs Unified School District

- Desert Hot Springs High School CTE

EDUCATION

Bachelor of Science
Mechanical Engineering
California State Polytechnic University,
Pomona

ASPE Plumbing System Design I, II, and III
University of California, Los Angeles

REGISTRATION

Professional Engineer
California #M36155
Issued: 2012
Leadership in Energy and Environmental
Design Accredited Professional



Ronald Dela Cruz Senior Electrical Designer, LEAF Engineering

Ronald has an extensive background in the design and management of electrical engineering systems for numerous projects. Ronald's expertise covers all aspects of design including engineering systems for high-rise office buildings, medical facilities, convention centers, casinos and educational facilities.

RELEVANT DIVISION OF THE STATE ARCHITECT EXPERIENCE

Nuviev Union School District

- Nuviev Bridge Early College High School Sports Stadium

Kerrville Independent School District

- Tivy Antler Stadium Renovation

Clear Creek Independent School District

- Second District Stadium
- Clear Brook High School Additions and Renovations
- Clear Lake High School Rebuild Project
- Seabrook Intermediate School Additions and Improvements
- Clear Creek High School Additions and Renovations
- Clear Brook High School Outside Air Upgrades

Pine Tree Independent School District

- Softball, Soccer, and Tennis Field House

Corpus Christi Independent School District

- Corpus Christi High School MEP Services
- Baker Middle School AV
- South Park Middle School LEED
- South Park Middle School MEP Services
- Baker Middle School MEP
- Dorothy Adkins Middle School
- Mary Carroll High School MEP Service
- Baker Middle School Replacement

Alvin Independent School District

- CTE Renovation

Barbers Hill Independent School District

- Eagle Multi-Purpose Facility
- Spring 2016 Improvement

EDUCATION

Bachelor of Science
Mapua Institute of Technology

REGISTRATION

Professional Engineer
California: E23576
Texas: 134857



Trey Schneider President, PBK Sports

As the President of PBK Sports, Trey leads a team of experts in the design of sports facilities of every kind. He has spent the last 13 years as a registered civil engineer specifically designing and managing sports related projects for colleges and universities, public and private schools, and recreational groups.

RELEVANT EXPERIENCE

Fresno City College

- Ratcliff Stadium Feasibility Study

Texas A&M — College Station

- Tennis Center Feasibility Study
- Mitchell Tennis Center Repairs
- Penberthy REC Sports Complex
- E.B. Cushing Stadium

Texas A&M — Prairie View

- Panther Stadium
- Athletic Building

Lamar University

- Softball Complex
- Master Plan

Sam Houston State University

- Pritchett Stadium Turf Replacement
- Athletic Master Plan
- Renovations to Coliseum

Texas A&M — Corpus Christi

- Chapman Field Renovations
- Momentum Sports Complex

Dallas Baptist University

- Patriot Field Reconstruction

Rice University

- Soccer Field Improvements
- Practice Fields
- Cameron Field

EDUCATION

Bachelor of Science, Civil Engineering
Texas A&M University

REGISTRATION

Professional Engineer: Texas #69402

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
National Society of Professional Engineers
Texas Society for Professional Engineers
National Intramural Recreational Sports Association



Alan Lee Chief Civil Engineer, FPL and Associates

Alan joined FPL in 2009 after 32 years at the City of Los Angeles Bureau of Engineering (BOE), where he worked on a variety of civil engineering projects. Since joining FPL, Alan has helped dozens of agencies and developers with the successful delivery of projects with complex civil engineering and coordination needs. Since 2009, Alan has served as FPL's Chief Civil Engineer for hundreds of site development projects and has participated in dozens of K-12 school facility projects that have been approved by the Division of the State Architect (DSA).

RELEVANT DIVISION OF THE STATE ARCHITECT EXPERIENCE

- La Quinta High School New Gymnasium and Pool
- Pacifica High School New Gymnasium and Pool
- Rancho Alamitos High School Track & Field Improvements
- Bolsa Grande High School Stadium Renovation
- Garden Grove High School Michael A. Monsoor Memorial Stadium
- Los Amigos High School Track & Field Improvements
- Santiago High School Track & Field Improvements
- Valley High School Sports Fields & Stadium, Santa Ana (30 acres)
- Norwalk High School Sports Field, Norwalk (20 acres)
- John Glenn High School Sports Field, Norwalk (20 acres)
- Legacy High School Sports Field, South Gate (15 acres)
- Arroyo High School Track & Field, El Monte
- Beckman High School Synthetic Football & Multi-Purpose Field, Tustin
- El Dorado High School Track & Field Upgrades, Placentia
- Esperanza High School Track & Field Upgrades, Anaheim
- Houghton Park Field Improvements, Long Beach
- Jefferson Middle School Modernization & New Synthetic Turf Field, Long Beach
- Long Beach Poly High School New Grandstand Bleachers and Track & Field, Long Beach
- Los Alamitos High School Track & Field, Los Alamitos
- Mountainview High School Track & Field, El Monte
- Perry Lindsey Academy International Studies Magnet New Gym. & Field, Long Beach
- Rogers Middle School Interim Housing & New Synthetic Turf Field, Long Beach
- Saint John Bosco Football Stadium, Bellflower
- Segerstrom High School Sports Complex, Santa Ana
- Vanguard University Field Improvements, Costa Mesa
- William Workman High School Track & Field, City of Industry

EDUCATION

B.S. Civil Engineering
California State University, Los Angeles

REGISTRATION

California License E17229

PROFESSIONAL AFFILIATIONS

Professional Engineer, Civil
QSD/QSP



Josh Randall Principal, KNA Structural Engineers

Mr. Randall is a Principal of KNA Structural Engineers, and has over 25 years' experience in the structural design of buildings. Josh has been with KNA since the day they opened their doors for business in 1996. He is experienced and knowledgeable in all areas of building design, including value engineering, project management, analysis, quality assurance, and construction administration. Mr. Randall's expertise includes the Design and Construction Administration for buildings of all types with special emphasis on public facilities.

RELEVANT EXPERIENCE

- Orange County Great Park Field Lighting
- Desert Sands HS Stadium
- Cypress Sports Park Field Lighting
- KYL Santa Fe Dam Sports Park
- Esencia Sports Park Lighting
- Veteran's Sports Park Field Lighting
- Bonita Canyon Sports Park
- Reed and Grant Sports Park Field Lighting
- Heritage Ranch Sports Park Field Lighting
- Imperial Beach Sports Park LED Retrofit
- Tustin High School Stadium
- Costa Mesa HS Stadium
- Claremont McKenna College Tennis
- Mt San Jacinto College Stadium

EDUCATION

California Polytechnic State University,
San Luis Obispo, California
B.S. Architectural Engineering, 1994

California State University,
Long Beach, California
Master of Science in Engineering, 2000

REGISTRATION

Registered Civil Engineer
California No. 56865
Hawaii No. 17140
Registered Structural Engineer
California No. 4506
Hawaii No. 17140

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of
Southern California



Douglas Diggs

Principal, Integrated Design Group

Mr. Diggs is co-founder of Integrated Design Group-LLP, Landscape Architects. He is the principal partner in charge of production and design. As the Principal Partner – Landscape Architect, Douglas brings extensive experience in designing and managing a variety of projects. A significant portion of the experience has been in the education sector, where he has designed a number of projects in the K-12 through College levels. His experience has included landscape design for outdoor learning spaces, athletic fields, interior student quads and gathering spaces, and preparing campus master plans and needs assessments.

RELEVANT DIVISION OF THE STATE ARCHITECT EXPERIENCE

- McClaren Community Park Master Plan
- Fedde MS Sports Complex -ABC Unified
- Rosemead Aquatic Center at Rosemead Park
- Rosemead Aquatic Center at Garvey Park
- UCR Track & Field Stadium Improvements
- Adelanto High School -Sports Complex
- Silverado High School Sports Complex- WVUSD
- Norco High School Stadium Improvements -CNUSD
- Beaumont HS Sports Complex
- Monrovia High School Stadium Improvement
- Grand Terrace HS Stadium /Sports Complex.
- Norco High School Sports Complex
- La Quinta HS Sports Complex
- Claremont HS Sports Complex
- Oxnard HS

EDUCATION

BS in Landscape Architecture California
Polytechnic State University, Pomona

REGISTRATION

RLA # CA3191
RLA # AZ 60516



Javier Silva

Principal, Silva Cost Estimating

Javier has 26 years of estimating experience and a proven track record for preparing quality and accurate estimates for his clients. Javier has been involved in the estimating and management of \$15 billion dollars in construction projects. These projects include a wide variety of types including, : Libraries, Rec Centers, K-12 school, community colleges, universities, correctional/judicial, medical, commercial, civic, and retail. Javier gained his experience by working for some of California's largest construction management and general contracting firms. To further solidify his understanding of construction estimating, he spent time in the field in a project management role. It is Javier's current responsibility to perform all estimating and marketing duties for Silva Cost Consulting, Inc.

Silva Cost Consulting, Inc. is a certified Disadvantaged Business Enterprise (DBE) with the Department of Transportation under the Unified Certification Program (UCP).

RELEVANT DIVISION OF THE STATE ARCHITECT EXPERIENCE

- WCCUSD Measure D School
- Cabrillo USD Master Plan Remodel
- Pinole Valley High School
- FUSD High School Master Plan Remodel
- WCCUSD Measure M & D Remodel
- WCCUSD Measure J - De Anza High School
- SUHSD Site Studies for New HS in East Palo Alto Remodel
- Highland Elementary School
- FCUSD Sutter Middle School Master Plan Remodel
- ESUHSD-Yerba Buena HS Misc. Repairs Remodel
- WCCUSD Measure J - Dover Elementary
- Stege Elementary School
- Summer Lake Elementary School
- 9th Grade Campus for San Leandro USD
- WCCUSD Measure J - King Elementary
- WCCUSD Measure J - Nystrom Elementary Remodel and Additions
- ESUHSD-Overfelt HS Misc. Repairs
- Americas Choice High School Remodel
- WCCUSD Measure J - Ford Elementary
- Richmond HS Unit C Classroom Building
- Eureka High School
- ESUHSD - James Lick HS Misc. Repairs Remodel
- BUSD - West Campus
- Tamalpais HS Keyser Building

EDUCATION

B.S. Construction Management
California Polytechnic State
University
San Luis Obispo, CA

REGISTRATIONS

CPE No. 1.4-000877-0812

Project Understanding

A. UNDERSTANDING

We understand that the City of Stanton is seeking a qualified architectural and engineering firm to design a new 9 acre recreational sports park that will be shared and enjoyed by the local community.

We know the existing site consists of an underutilized baseball field and a community garden that is located on the property owned by Garden Grove Unified School District (GGUSD). We also acknowledged the existing storm channel that will need to be reviewed with Orange County Public Works (OCPW) in order to provide proper access to the park.



We noted the following elements are to be included into the future design:

- Community building with restrooms
- One playground site with a rubber play surface
- Benches
- Sidewalks
- Lighting
- Water play area/splash pad
- Variety of trees and shrubs

- Shade structures
- Multi-purpose sports court
- Little League baseball field with integrated soccer field
- Garden structure
- Drinking fountains
- Skate park (if room allows)
- Group picnic area
- Exercise equipment
- Dog park
- Perimeter fencing
- Walkway & trail
- Community gardens
- Safety netting
- Outdoor flex space potentially consisting of an amphitheater
- Pedestrian bridge over adjacent storm channel

The site for this project is included in a Joint Use Agreement between the City of Stanton and Garden Grove Unified School District. As such, the project design and construction are subject to the Division of State Architect (DSA) review, oversight, and approval. **As the Architect of Record for more than 20 schools with GGUSD, we've been working with the District for more than a decade. We're familiar with the surrounding areas and are considered the industry leader and expert on working and collaborating with DSA.** We will serve as the design professional in-charge and submit the final set of plans to DSA for approval. Any corrections or alterations to the plans, required by DSA, shall be addressed as part of our base contract. The City of Stanton shall be responsible for all permit and inspection fees incurred during this process.

B. APPROACH

The City of Stanton and the Stanton community members will be at the center of our project approach and planning strategy to tailor the project to meet your specific needs.

PBK will employ an interactive design and planning process involving all project stakeholders to build a consensus design. This process employs a three step process Listen - Learn - Lead and it starts from day one with the pre-design and design phases.

LISTEN - Here at PBK, we are good listeners. This allows us to integrate ourselves as a team member and just absorb information before making any design suggestions. The City has already had much discussion in planning this project so we just need to be a fly on the wall and understand the project from the users' standpoint.

LEARN - While community and sports facilities typically have similar program spaces, our experience tells us that every facility operates a bit differently. We want to fully understand the facility's daily operational routine. We also need to research and recognize the unique community influences which will have a major impact on the site design. Typical issues such as light spill, egress lighting, support for sound and security systems, integration with existing power, and equipment access will be addressed.

LEAD - With information gathering complete, PBK will now begin the design process. We will lead the project design team through the preparation of the construction documents. We will coordinate the scope of work that will be provided by Sports Park (City). Once the design is complete and approved by the City of Stanton, OCPW, and GGUSD, our extensive experience with DSA will make for a smooth experience with their review, approval, and subsequent certification of the project. Our project leadership will continue through the bidding and construction administration phases as well.

Employing our Listen, Learn, Lead process, PBK will endeavor to maintain clear and open communications for each member of the immediate and extended project team. Our ability to quickly sketch ideas is key to testing options immediately during project team meeting discussions. This real-time feedback is a PBK hallmark.

C. SCHEDULE AND BUDGET

PBK has in place a vast database of athletic facilities construction costs. This, combined with our intimate knowledge of this building type, gives us a special unique understanding of balancing project design with the established budget. With our large number of completed projects, we are able to bring multiple options for any given design challenge.

Schedule Management Procedures

PBK will provide responsible reporting, documentation, recommendations, and supervision of the following services: Preconstruction scheduling, review and recommendations during the design development stages from the schematic phase to the completion of working drawings, conceptual and periodic estimates, budget assessment and cost containment advice, and value engineering studies and recommendations.

PBK will develop a Project Schedule which will contain key milestones to be accomplished by the project participants, including a schedule of the Architect's and Consultants' design activities. Our team is familiar with all scheduling software programs such as Primavera P3, Suretrack, and MS Project.

Prioritizing to Meet Budgets

One of the critical challenges is prioritizing the "needs" versus the "wants." Unfortunately, there is usually more desire by the site committee than the budget will allow, so we facilitate a process to determine what is included in the scope of the project. We will work closely with the City to develop a list of what has to be in the project. Based on the remaining available budget, we can assist the City in ranking the most important items and determine which of those "wants" are included in the scope. Often, in a competitive bidding environment, we will create additive alternates to try and capture more of the "wants" if the bid comes in low.

Scope of Work

A. DESIGN TEAM METHODOLOGY

Our firm consistently utilizes a Design Team approach for establishing project delivery and control during all phases of planning and design. The primary contact will be our Principal-in-Charge, Bruce Ou. The Principal-in-Charge will be responsible for coordinating our in-house architectural team and our consultant team. The Team remains with the project from concept through completion. Therefore, continuity of the project participants and of the process is achieved. The Design Team shall produce all necessary reports, studies, drawings, models, renderings, and cost estimates, and shall perform all necessary administrative, management, and coordination services throughout the entire course of the project.

B. SCOPE OF WORK

In addition to the items listed in the RFP, the following is a list of the basic tasks and deliverables anticipated for your new project. The scope has been divided into the five phases typically associated with architectural services:

1. SCHEMATIC DESIGN - PHASE 1

The first and perhaps most important task during the Schematic Design Phase will be to establish and determine the best approach to the design of the primary systems in the project. The architectural program shall be developed. Alternative configurations shall be quickly explored in order to evaluate the best opportunities. A design concept shall be formulated in order to provide a sound basis for subsequent planning and design decisions to occur. The design concept shall be utilized to evaluate advantages and disadvantages of each

potential alternative. Site and programmatic factors, aesthetic quality, cost, and other key factors related to the project shall be utilized in order to form the basis of an evaluation. Through a variety of informal meetings with the project committee, a schematic design concept shall be established.

During the Schematic Design Phase for your project, the following tasks and deliverables have been identified:

a. Master Site Plan

A master site plan shall be prepared in order to describe all major site components and to illustrate the overall site planning concept for the project. All structures, parking areas, and circulation components shall be identified. Areas of future expansion and/or future phasing shall also be defined.

b. Preliminary Landscape Plan

A preliminary landscape plan shall be prepared in order to illustrate proposed planting, landscaping techniques, and design concepts. Drought resistant, low maintenance, and xeriscape techniques shall be defined. A preliminary plant palette, identifying major tree and shrub species, shall be included.

c. Preliminary Floor Plans

A preliminary floor plan of each level for every structure proposed shall be prepared.

d. Exterior Elevations

Exterior elevations shall be prepared to illustrate all major views of the project. Elevations shall be drawn to depict scale, character, architectural vocabulary, and shall be delineated to communicate the aesthetic qualities of the project.

e. Schematic Design Opinion of Cost

A preliminary opinion of construction costs shall be prepared and included with the summary report.

f. Project Schedule

A comprehensive project schedule shall be prepared. The project schedule shall include anticipated time frames for each phase of the project as well as any other milestones required by the City.

2. DESIGN DEVELOPMENT - PHASE 2

After completion of the Schematic Design Phase, the design of the project shall be advanced into more detailed refinement by initiating the Design Development Phase. Our Design Team shall prepare design development documents consisting of drawings, outline specifications, design calculations, material/equipment submittals, fixture cuts, and a design development opinion of estimated construction cost. Architectural, structural, electrical, and mechanical systems shall be further detailed and analyzed. Preliminary drawings shall be prepared for each of these systems, and options which may exist shall be evaluated.

During the Design Development Phase, requirements for cabinets, casework, hardware, and related specialties shall be determined. A preliminary furniture plan shall be prepared indicating usage and furniture layout of every work station, office, and support space. Final selection of materials, textures, and colors shall occur. The Design Development Phase is essentially the time when preliminary design proposals are refined to a level of detail and developed to a state such that final construction documents can be initiated. The Design Development Phase is the time when all final decisions pertaining to the proposed project are evaluated and finalized.

During the Design Development Phase, the following tasks and deliverables have been identified:

a. Design Development Plans

Design development drawings shall be prepared in order to fix and describe the size and character of the entire project including architectural, structural, mechanical, and electrical design features.

b. Outline Specifications

Outline specifications shall be prepared in order to identify and define the materials and system components selected for the

project. Outline specifications shall be prepared in summary outline form based on CSI format.

c. Basis of Design

A technical manual shall be assembled to organize product literature and data for all materials, equipment, and fixtures selected for the project.

d. Building Code Analysis

Drawings, diagrams, and calculations shall be prepared based upon all applicable building codes having jurisdiction over the project. A preliminary occupancy and exiting plan shall be prepared to identify the type of construction, type of occupancy, required fire rating/separation, and location/number of exits required.

e. Design Development Opinion of Cost

An opinion of construction cost shall be prepared to reflect the scope and anticipated construction costs as reflected by the design development documents.

f. Project Schedule

An updated project schedule shall be prepared and submitted.

3. CONSTRUCTION DOCUMENT - PHASE 3

The final Construction Document Phase of the project generally consists of the preparation of the construction documents to include final drawings, specifications, calculations, and final cost estimates. Our proposal includes complete and comprehensive architectural and engineering services required to execute the entire project. Specifically, we have included the following disciplines:

- 1) Architectural
- 2) Civil Engineering
- 3) Structural Engineering
- 4) Mechanical Engineering
- 5) Electrical Engineering
- 6) Landscape Architecture

During this phase, the Contract Documents are prepared setting forth in detail the requirements for the construction of the project. General conditions, instructions to bidders, and all special requirements

are defined, and when combined with the various trade specifications, a complete project manual is produced.

During the Construction Document Phase, final cost studies shall be prepared. A detailed opinion of construction cost shall be prepared at the point where final plans and specifications are approximately 50% complete. Once construction documents have almost been completed, a revised opinion of cost shall be prepared at the level of approximately 90% completion. Allowable construction costs will be consistently monitored during the entire process in order to minimize the possibility of requiring major refinement or modification due to budgetary limits.

The following tasks are specifically proposed for the project:

a. Construction Drawings

Final construction drawings shall be prepared in order to describe and identify the spaces, sizes, volume, and location in detail for the construction of the project.

b. Project Manual

A project manual shall be prepared to include all instructions to bidders, bidding forms, general conditions, supplementary special conditions, and the construction trade sections for the project. The project manual provides detailed technical information pertaining to the administration of the contract for construction, materials and equipment to be furnished, acceptable manufacturers, and the requirements for executing the work.



c. Final Design Calculations

Final design calculations shall be prepared and submitted with the final plans and specifications for review and approval by governing agencies having jurisdiction over the project. Structural calculations, hydrology/drainage calculations, and mechanical/electrical (Title 24 Energy Compliance) shall be completed during this phase.

d. Opinion of Cost

A detailed opinion of construction costs shall be prepared at the point where plans and specifications are approximately 50% complete. A second cost opinion shall be prepared at the 90% completion point in order to address any refinement or modification occurring during the preparation of the construction documents. The cost opinion shall be prepared utilizing specific area and quantity take-offs applied to labor and material cost, and shall include allowance for general conditions, Contractor's profit and overhead, and contingencies.

e. Final Plan Check

All final plans, specifications, and supporting calculations shall be submitted to appropriate agencies having jurisdiction over the project. The final construction documents shall be revised and amended in order to reflect any plan check requirements, and at this time, construction documents will be ready for competitive bidding.

4. BIDDING AND NEGOTIATION - PHASE 4

During the Bidding Phase, the Architect shall provide administrative support services to assist the City in obtaining competitive bids for the proposed project. The Architect shall respond to any questions, clarifications, or conflicts which may arise in the form of written addenda to the contract documents. At this time, requests for substitutions may be considered if allowed by the contract documents. The Architect shall assist the City with an evaluation of the bids received and make a recommendation for award of the contract for construction.

The following services for the Bidding Phase of the project are proposed:

a. Bidding Procedures and Administration

The Architect shall assist the City with the Bidding Phase of the project. Questions, clarifications, or conflicts arising

out of the bidding process will be resolved by addenda prepared by the Architect. Addenda to the contract for construction shall be prepared in writing to document any clarification or modification made to the contract documents.

b. Evaluation of Bid Proposals

Upon receipt of all bid proposals, a review and evaluation shall be conducted by the Architect. The completeness of each bid proposal shall be evaluated whenever consideration exists to award to the proposing contracting entity. The completeness of the bid proposal, proposed subcontractors, affidavit of signature and other special bid proposal requirements shall be reviewed by both the City and the Architect.

c. Notice to Award Construction Contract

Upon the completed review of appropriate bid proposals, the Architect shall provide a recommendation for consideration regarding the potential award of the contract for construction.

**5. CONSTRUCTION ADMIN. - PHASE 5
(Optional Services per RFP)**

The Architect shall attend job site meetings at weekly intervals in order to generally review and evaluate the construction schedule, monitor weekly performance, review quality control standards, and provide assistance for any clarification or revision to the contract for construction. Shop drawings and related submittals shall be reviewed and returned to the Architect for appropriate action. The Contractor's requests for information, proposal requests, and related communications shall be attended to on a regular basis. Contractor's pay requests shall be reviewed by the Architect on a monthly basis in accordance with the amount of work completed and in accordance with the contract documents. Upon completion of the Construction Phase the Architect shall organize and conduct a final walk-through and review. A final punch list for all required corrections and remaining work shall be prepared.

During the Construction Phase of the project, the following services shall be furnished:

a. Preconstruction Conference

A preconstruction conference shall be attended by the

Architect to brief all parties concerned with general and special requirements of the contract for construction. Procedural matters, routing of information, and project representatives shall be defined. Attendees shall include representatives from the City, the Architect, the Contractor, and all major subcontractors.

b. Job Site Meetings

Job site meetings at weekly intervals shall be scheduled and attended by the Architect for the same day and time through the duration of the project. Scheduling, coordination, requests for information, and changes to the contract for construction are routinely monitored.

c. Submittal and Shop Drawing Review

The Architect shall review all required shop drawings and related submittals as required by the contract documents.

d. Project Closeout

At the completion of the Construction Phase a final job site meeting and review of the entire facility shall be conducted. A final punch list will be published and distributed by the Architect to all parties concerned, specifically noting required corrections, non-conforming work, and work remaining to be completed. A second walk-through shall be conducted when all punch list items have been corrected, at which time a Final Notice of Completion shall be filed by the City.

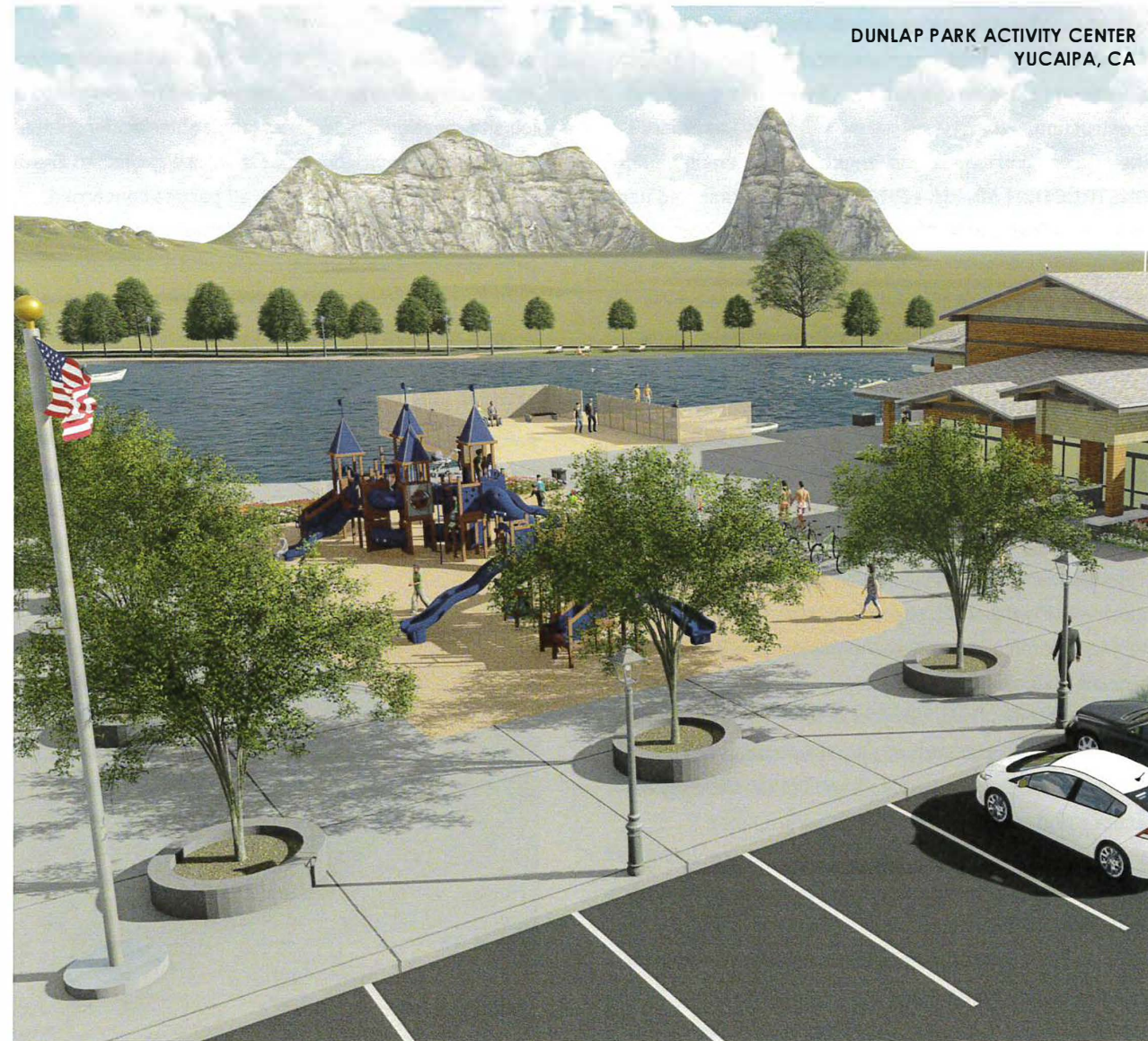
e. Record Documents

A set of final record documents will be created from the Contractor's as-built drawings.



Exceptions and Deviations

PBK takes no exception and requests no deviations from the requirements set forth in the RFP and the Standard Professional Services Agreement (Exhibit C).



Schedule

A. PRELIMINARY SCHEDULE

The following schedule represents an estimated timeline of events for your projects. We have tried to list as many of the main tasks known to us at this time. We have assumed a preliminary start date of July 2022. The time estimated for DSA review may vary based upon their workload at the time of submittal. Additionally, the construction period has been extended to address the current delay in the market for availability of materials. If selected as your Architect, one of our first tasks will be to develop a comprehensive, overall project schedule.

STANDARD ARCHITECTURAL SERVICES

Phase 1 | Phase 2 | Phase 3 | Phase 4 | Phase 5

Task Descriptions	2022					2023											2024								
	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	
PRELIMINARY DESIGN																									
1. Project Review Meetings	█	█	█																						
2. Community Presentations	█	█	█																						
3. Design Refinement	█	█	█																						
4. Cut Sheets Selection		█	█	█																					
5. Playground Coordination		█	█	█																					
6. 3-D Renderings		█	█	█																					
7. Preliminary Cost Estimate						█	█	█																	
8. OCPW Review						█	█	█																	
9. Scope of Work Final Adjustment						█	█	█																	
DESIGN DEVELOPMENT																									
1. Design Coordination Upon Approval							█	█	█																
2. Design Refinement							█	█	█																
3. Project Bid Spec + Schedule							█	█	█																
4. Develop Rubberized Spec							█	█	█																
CONSTRUCTION DOCUMENTS																									
1. Prepare Construction Document										█	█	█	█	█											
2. Compliance + Agency Approval										█	█	█	█	█											
3. Final Cost Estimate										█	█	█	█	█											
BIDDING AND NEGOTIATIONS																									
1. Bidding Administration																									
2. Bid Review + Award of Contract																									
CONSTRUCTION																									
1. Job Site Meetings																									
2. RFI, Submittal, Drawings Review																									
3. Punch List																									
4. Final Completion																									
5. DSA Certification																									

Proposal Acknowledgement Form



EXHIBIT B

PROPOSAL ACKNOWLEDGEMENT FORM

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

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

	<u>741975450</u>
Original Signature by Authorized Officer/Agent	Vendor's Tax ID Number (FEIN)
<u>Bruce Ou</u>	<u>PBK</u>
Type/Print Name of Signatory	Company Name
<u>Principal</u>	<u>(949) 548-5000</u>
Title	Phone Number
<u>600 Anton Boulevard, Suite 1375, Costa Mesa, CA 92626</u>	<u>N/A</u>
Consultant Mailing Address	Fax Number
	<u>www.pbk.com</u>
Form of Business (mark one of the following):	Website Address
<input type="checkbox"/> Sole Proprietor/Individual	<u>bruce.ou@pbk.com</u>
<input type="checkbox"/> Partnership	E-mail Address
<input checked="" type="checkbox"/> Corporation	
<input type="checkbox"/> Limited Liability Company (LLC)	
If a corporation, the State where it is incorporated: <u>Texas</u>	

WHY PBK?

"PBK was a fantastic firm to work with. They listened to every word I had to say and delivered the perfect design on the first try - which was exactly what I was looking for."



Curt Klafta, Battalion Chief
Los Angeles Fire Department

"PBK has been flexible yet succinct in moving our project forward. We had to break out a section of the building rehabilitation and construct early due to mold issues and PBK delivered. Most RFI's and Submittals for the breakout project have been reviewed same day or within 2 days at the latest to get construction started."



Brian Reed, City Engineer
City of Folsom



Ken Irwin, PE, City Manager
City of Patterson

"We have been extremely pleased with the professionalism and service we have received from PBK. Their attention to detail and astute listening has made getting our opinions and thoughts from conceptual to reality, on paper, in a very timely manner. Their first attempt at conceptual options for our Council were very favorably received and enabled us to move forward quickly and remain completely on schedule. From what we have witnessed so far, I would highly recommend PBK for these types of projects."



"I enjoyed having PBK work with us on our projects and I have been pleased by their professionalism and attention to all of the details in the complete design process." Their team has worked well with the school administration, site staff, students, and local community to achieve quality projects."



Jerry Hills, Director of Facilities
Garden Grove Unified School District

RANCHO CUCAMONGA

8163 Rochester Avenue
Rancho Cucamonga, CA 91730
909.987.0909

BERKELEY

2600 Tenth Street, Suite 700
Berkeley, CA 94710
510.450.1999

ORANGE COUNTY

600 Anton Boulevard, Suite 1375
Costa Mesa, CA 92626
949.548.5000

FOLSOM

1110 Iron Point Road, Suite 200
Folsom, CA 95630
916.355.9922

SAN DIEGO

12520 High Bluff Drive, Suite 250
San Diego, CA 92130
619.695.0400

FRESNO

7790 North Palm Avenue, Suite 300
Fresno, CA 93711
559.448.8400

SAN LUIS OBISPO

1327 Archer Street, Suite 110
San Luis Obispo, CA 93401
805.329.3076

SACRAMENTO

2520 Venture Oaks Way, Suite 440
Sacramento, CA 95833
916.682.9494

PRK

Fee Proposal - Norm Ross Sports Park

Our proposed fee for Basic A/E services is based on our proposed scope of services and includes the following specific disciplines: architecture, sports facility design, mechanical, plumbing, electrical, civil, structural, landscape, and cost estimating. Our fee is based on our knowledge of the project scope as defined in the RFP.

A. STANDARD ARCHITECTURAL SERVICES

Phase 1 | Phase 2 | Phase 3 | Phase 4 | Phase 5



	Task Descriptions	2022						2023						2024						Proposed Fee Per Phase							
		J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D		J	F	M	A	M	J	
Preliminary Design	SCHEMATIC DESIGN																									\$ 76,000.00	
	1. Project Review Meetings	█	█	█																							
	2. Community Presentations	█	█	█																							
	3. Design Refinement	█	█	█																							
	4. Cut Sheets Selection		█	█																							
	5. Playground Coordination	█	█	█																							
	6. 3-D Renderings	█	█	█																							
	7. Preliminary Cost Estimate				█	█																					
	8. OCPW Review				█	█																					
	9. Scope of Work Final Adjustment				█	█																					
Final Design	DESIGN DEVELOPMENT																									\$ 76,000.00	
	1. Design Coordination Upon Approval			█	█	█																					
	2. Design Refinement			█	█	█																					
	3. Project Bid Spec + Schedule			█	█	█																					
	4. Develop Rubberized Spec			█	█	█																					
	CONSTRUCTION DOCUMENTS																									\$256,000.00	
	1. Prepare Construction Document				█	█	█	█	█																		
	2. Compliance + Agency Approval				█	█	█	█	█	█																	
	3. Final Cost Estimate									█	█																
	BIDDING AND NEGOTIATIONS																									\$ 40,000.00	
1. Bidding Administration										█	█																
2. Bid Review + Award of Contract										█	█																
SUB-TOTAL NTE (NOT TO EXCEED)																										\$448,000.00	
Optional Services	CONSTRUCTION																									\$192,000.00	
	1. Job Site Meetings											█	█	█	█	█											
	2. RFI, Submittal, Drawings Review											█	█	█	█	█											
	3. Punch List																█	█									
	4. Final Completion																	█	█								
	5. DSA Certification																		█	█							
COMPLETION NTE TOTAL																									\$640,000.00		

Reimbursable Expenses

General copies for progress reviews, travel costs, and mail are covered under our proposed fixed fee. Bulk copies for bid set distribution or City internal staff distribution shall be billed at direct cost with no PBK markup.

Invoicing

Our invoicing will occur at monthly intervals until completion of all services. The format will be itemized by work phase and billed at completion of each task for that month.

B. HOURLY RATES

PBK (Architecture) & PBK Sports (Sports Facility Design)

Principal	\$260.00
Associate/Director/Coordinator	\$230.00
Senior Project Architect/Manager	\$210.00
Senior Construction Administrator	\$210.00
Project Architect/Manager/Designer	\$180.00
Construction Administrator	\$180.00
Project Leader	\$150.00
Design Studio/Project Coordinator	\$140.00
Architectural/Design Intern	\$130.00
Clerical/Specification Writer	\$110.00

LEAF ENGINEERING (MEP Engineering)

Engineer Principal	\$230.00
Project Manager	\$210.00

Electrical

Electrical Engineer	\$200.00
Electrical Designer	\$175.00
Electrical Draftsman	\$ 95.00

Mechanical / Plumbing

Mechanical Engineer	\$200.00
Mechanical Designer	\$175.00
Mechanical Draftsman	\$ 95.00

Fire Protection

Fire Protection Engineer	\$195.00
Fire Protection Designer	\$170.00
Fire Protection Draftsman	\$ 95.00

Technology

IT Director	\$210.00
IT Engineer	\$185.00
IT Designer	\$170.00
IT Draftsman	\$ 95.00

Administrative Support

Office Support	\$ 85.00
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FPL AND ASSOCIATES (Civil Engineering)

Project Manager	\$230.00
Senior Project Engineer	\$195.00
Project Engineer	\$160.00
Associate Engineer	\$125.00
Administrative	\$100.00

KNA CONSULTING ENGINEERS (Structural Engineering)

Principal	\$235.00
Associate	\$195.00
Engineering Production Manager	\$180.00
Project Engineer II	\$170.00
Project Engineer I	\$155.00
Design Engineer II	\$145.00
Design Engineer I	\$135.00
BIM/CAD Manager	\$165.00
Assistant BIM/CAD Manager	\$140.00
BIM/CAD Designer II	\$125.00
BIM/CAD Designer I	\$100.00
Administrative Support	\$ 90.00

INTEGRATED DESIGN GROUP (Landscape Architecture)

Principal Landscape Architect/Design	\$215.00
Sr. Project Manager/Landscape Architect	\$195.00
Project Captain, Designer	\$175.00
Senior Draftsperson	\$135.00
Designer I/Draftsman Clerical Support	\$ 80.00

SILVA COST CONSULTING (Cost Estimation)

Cost Estimator	\$160.00
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BRUCE OU
 Architect, AIA, NCARB, LEED AP
 Principal
 email: bruce.ou@pbk.com

PBK Architects + Sports
 Fee Proposal Hourly Breakdown

ARCHITECTURE + SPORTS - Norm Ross Sports Park						
PROJECT PHASE	Task Descriptions	Principal	Senior Project Manager	Project Manager	Design Studio	Total Hours
	Hourly Rate	\$260.00	\$210.00	\$180.00	\$140.00	
SCHEMATIC DESIGN						
	Proposal Writing	2.00	0.00	0.00	0.00	2.00
	Pre-Design Coord. Meeting	2.00	8.00	8.00	0.00	18.00
	Project Review Meetings	0.00	8.00	8.00	0.00	16.00
	Community Presentations	8.00	0.00	0.00	0.00	8.00
	Design Refinement	4.00	4.00	4.00	20.00	32.00
	Cut Sheets Selection	2.00	8.00	0.00	0.00	10.00
	Playground Coordination	2.00	8.00	0.00	0.00	10.00
	3-D Renderings	2.00	4.00	4.00	20.00	30.00
	Preliminary Cost Estimate	2.00	8.00	0.00	0.00	10.00
	OCPW Review	2.00	8.00	0.00	0.00	10.00
	Scope of Work Final Adjustment	2.00	4.00	0.00	0.00	6.00
	Survey & Geotechnical report lump sum	0.00	0.00	0.00	0.00	\$25,000
	Total Hours by Title	28	60	24	40	152.00
	Sub-Total:	\$7,280	\$12,600	\$4,320	\$5,600	\$29,800
DESIGN DEVELOPMENT						
	Design Coordination	8.00	8.00	16.00	71.00	103.00
	Design Refinement	8.00	8.00	16.00	71.00	103.00
	Project Bid Spec + Schedule	2.00	6.00	4.00		12.00
	Develop Rubberized Spec	0.00	6.00	4.00	0.00	10.00
	Total Hours by Title	18	28	40	142	228.00
	Sub-Total:	\$4,680	\$7,280	\$10,400	\$36,920	\$59,280
CONSTRUCTION DOCUMENTS						
	Prepare Construction Document	8.00	40.00	40.00	150.00	238.00
	Compliance + Agency Approval	8.00	40.00	40.00	150.00	238.00
	Final Cost Estimate	8.00	8.00	0.00	0.00	16.00
	Total Hours by Title	24	88	80	300	492.00
	Sub-Total:	\$6,240	\$22,880	\$20,800	\$78,000	\$127,920
BIDDING & NEGOTIATION						
	Coordinate RFI, Submittal	0.00	8.00	16.00	20.00	44.00
	Respond to CM's Constructability	8.00	16.00	20.00	20.00	64.00
	Total Hours by Title	8	24	36	40	108.00
	Sub-Total:	\$2,080	\$6,240	\$9,360	\$10,400	\$28,080
CONSTRUCTION						
	Job Site Meetings	40.00	75.53	100.00	0.00	215.53
	RFI, Submittal, Drawings Review	8.00	40.00	40.00	0.00	88.00
	Punch List	8.00	16.00	20.00	39.15	83.15
	Final Completion	4.00	8.00	20.00	0.00	32.00
	DSA Certification	4.00	8.00	20.00	0.00	32.00
	Total Hours by Title	64	148	200	39	450.67
	Sub-Total:	\$16,640	\$38,357	\$52,000	\$10,178	\$117,174
	TOTAL - ARCHITECT + SPORTS					\$387,254
	Reimbursable					\$7,745
	GRAND TOTAL					\$395,000

FPL and Associates

Fee Proposal Hourly Breakdown

CIVIL - Norm Ross Sports Park						
PROJECT PHASE	Task Descriptions	Project Manager	Senior Project Engineer	Associate Engineer	Administrative	Total Hours
	Hourly Rate	\$230.00	\$195.00	\$125.00	\$100.00	
SCHEMATIC DESIGN						
	Proposal Writing					
	Pre-Design Coord. Meeting	6.00	0.00	0.00	0.00	6.00
	Project Review Meetings	6.00	0.00	0.00	0.00	6.00
	Community Presentations					
	Design Refinement	6.00	0.00	0.00	0.00	6.00
	Cut Sheets Selection					
	Playground Coordination					
	3-D Renderings					
	Preliminary Cost Estimate	6.00	0.00	8.00	0.00	14.00
	OCPW Review	6.00	0.00	0.00	0.00	6.00
	Scope of Work Final Adjustment	6.00	0.00	0.00	0.00	6.00
	Total Hours by Title	36	0	8	0	44.00
	Sub-Total:	\$8,280	\$0	\$1,000	\$0	\$9,280
DESIGN DEVELOPMENT						
	Design Coordination	16.00	0.00	18.00	0.00	34.00
	Design Refinement	16.00	0.00	18.00	0.00	34.00
	Project Bid Spec + Schedule					
	Develop Rubberized Spec					
	Total Hours by Title	32	0	36	0	68.00
	Sub-Total:	\$7,360	\$0	\$4,500	\$0	\$11,860
CONSTRUCTION DOCUMENTS						
	Prepare Construction Document	20.00	16.00	42.00	0.00	78.00
	Compliance + Agency Approval	16.00	16.00	16.00	0.00	48.00
	Final Cost Estimate	8.00	0.00	0.00	0.00	8.00
	Total Hours by Title	44	32	58	0	134.00
	Sub-Total:	\$10,120	\$6,240	\$7,250	\$0	\$23,610
BIDDING & NEGOTIATION						
	Coordinate RFI, Submittal	8.00	0.00	8.00	0.00	16.00
	Respond to CM's Constructability	8.00	0.00	8.00	0.00	16.00
	Total Hours by Title	16	0	16	0	32.00
	Sub-Total:	\$3,680	\$0	\$2,000	\$0	\$5,680
CONSTRUCTION						
	Job Site Meetings	16.00	0.00	12.00	0.00	28.00
	RFI, Submittal, Drawings Review	24.00	8.00	12.00	0.00	44.00
	Punch List	4.00	0.00	4.50	0.00	8.50
	Final Completion	4.00	0.00	4.50	0.00	8.50
	DSA Certification	4.00	0.00	4.42	0.00	8.42
	Total Hours by Title	52	8	37	0	97.42
	Sub-Total:	\$11,960	\$1,560	\$4,678	\$0	\$18,198
	TOTAL - ARCHITECT					\$68,628
	Reimbursable					\$1,373
	GRAND TOTAL					\$70,001

KNA
 Fee Proposal Hourly Breakdown

STRUCTURAL ENGINEERING - Norm Ross Sports Park									
PROJECT PHASE	Task Descriptions	Hourly Rate	Principal Structural Engineer	Associate Structural Engineer	Project Engineer	Design Engineer	CAD/BIM Manager	CAD/BIM Operator	Total Hours
SCHEMATIC DESIGN		\$235.00	\$195.00	\$170.00	\$145.00	\$165.00	\$125.00		
	Proposal Writing		2.00						2.00
	Pre-Design Coord. Meeting								0.00
	Project Review Meetings		2.00	2.00					4.00
	Community Presentations		1.00	2.00			4.00	4.00	11.00
	Design Refinement		1.00	2.00					3.00
	Cut Sheets Selection								0.00
	Playground Coordination								0.00
	3-D Renderings								0.00
	Preliminary Cost Estimate								0.00
	OCPW Review								0.00
	Scope of Work Final Adjustment								0.00
									0.00
	Total Hours by Title		6	6	0	0	4	4	20
	Sub-Total:		\$1,410	\$1,170	\$0	\$0	\$660	\$500	3,740
DESIGN DEVELOPMENT									0.00
	Design Coordination		2.00	2.00					4.00
	Design Refinement			4.00					4.00
	Project Bid Spec + Schedule		2.00	4.00			8.00	13.00	27.00
	Develop Rubberized Spec								0.00
									0.00
	Misc. Coordination								0.00
	Total Hours by Title		4	10	0	0	8	13	35
	Sub-Total:		\$940	\$1,950	\$0	\$0	\$1,320	\$1,625	5,835
CONTRACT DOCUMENTS									0.00
	Coordination meetings			2.00	2.00				4.00
	Design Coordination		2.00			24.00			26.00
	CD Plans			8.00	12.00	16.00	24.00	40.00	100.00
									0.00
	Total Hours by Title		2	10	14	40	24	40	130
	Sub-Total:		\$470	\$1,950	\$2,380	\$5,800	\$3,960	\$5,000	19,550
BIDDING & NEGOTIATION									0.00
	Coordinate RFI, Submittal			2.00	2.00			2.00	6.00
	Respond to CM's Constructability				2.00			2.00	4.00
									0.00
	Total Hours by Title		0	2	4	0	0	4	10
	Sub-Total:		\$0	\$390	\$680	\$0	\$0	\$500	1,570
CONSTRUCTION									0.00
	Job Site Meetings								0.00
	RFI, Submittal, Drawings Review		2.00	4.00	6.00	11.97	4.00	12.00	39.97
	Punch List								0.00
	Final Completion		2.00	4.00	6.00				12.00
	DSA Certification		2.00	2.00					4.00
									0.00
	Total Hours by Title		6	10	12	12	4	12	56
	Sub-Total:		\$1,410	\$1,950	\$2,040	\$1,735	\$660	\$1,500	9,295
	TOTAL - Structural Engineer								\$40,000

Integrated Design Group
 Fee Proposal Hourly Breakdown

LANDSCAPE - Norm Ross Sports Park							
PROJECT PHASE	Task Descriptions	Principal Landscape Architect	Senior Project Manager	Project Captain	Senior Draftsperson	Designer 1 / Clerical Support	Total Hours
	Hourly Rate	\$215.00	\$195.00	\$175.00	\$135.00	\$80.00	
SCHEMATIC DESIGN							
	Proposal Writing	2.00	0.00	1.00	0.00	0.00	3.00
	Pre-Design Coord. Meeting	1.00	1.00	0.00	0.00	0.00	2.00
	Project Review Meetings	2.00	2.00	0.00	0.00	0.00	4.00
	Community Presentations	0.00	0.00	0.00	0.00	0.00	0.00
	Design Refinement	4.00	1.00	0.00	0.00	2.00	7.00
	Cut Sheets Selection	0.00	0.00	1.00	0.00	2.00	3.00
	Playground Coordination						
	3-D Renderings						
	Preliminary Cost Estimate	0.00	0.00	0.00	1.00	2.00	3.00
	OCPW Review						
	Scope of Work Final Adjustment	2.00	0.00	0.00	0.00	0.00	2.00
	Total Hours by Title	11	4	2	1	6	24.00
	Sub-Total:	\$2,365	\$780	\$350	\$135	\$480	\$4,110
DESIGN DEVELOPMENT							
	Design Coordination	4.00	3.00	4.00	0.00	8.00	19.00
	Design Refinement	8.00	8.00	0.00	0.00	4.00	20.00
	Project Bid Spec + Schedule	0.00	3.00	0.00	0.00	4.00	7.00
	Develop Rubberized Spec						
	Total Hours by Title	12	14	4	0	16	46.00
	Sub-Total:	\$2,580	\$2,730	\$700	\$0	\$1,280	\$7,290
CONSTRUCTION DOCUMENTS							
	Prepare Construction Document	2.00	4.00	8.00	75.00	54.00	143.00
	Compliance + Agency Approval	0.00	4.00	6.00	0.00	0.00	10.00
	Final Cost Estimate	1.00	4.00	2.00	0.00	0.00	7.00
	Total Hours by Title	3	12	16	75	54	160.00
	Sub-Total:	\$645	\$2,340	\$2,800	\$10,125	\$4,320	\$20,230
BIDDING & NEGOTIATION							
	Coordinate RFI, Submittal	1.00	2.00	4.00	0.00	4.00	11.00
	Respond to CM's Constructability	1.00	2.00	4.00	0.00	4.00	11.00
	Total Hours by Title	2	4	8	0	8	22.00
	Sub-Total:	\$430	\$780	\$1,400	\$0	\$640	\$3,250
CONSTRUCTION							
	Job Site Meetings	6.00	11.00	0.00	0.00	0.00	17.00
	RFI, Submittal, Drawings Review	0.00	8.00	0.00	3.98	0.00	11.98
	Punch List	2.00	8.00	4.00	0.00	0.00	14.00
	Final Completion	2.00	3.00	0.00	0.00	0.00	5.00
	DSA Certification						
	Total Hours by Title	10	30	4	4	0	47.98
	Sub-Total:	\$2,150	\$5,850	\$700	\$537	\$0	\$9,237
	TOTAL - ARCHITECT						\$44,117
	Reimbursable						\$882
	GRAND TOTAL						\$45,000

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 23, 2022

SUBJECT: APPROVAL OF FIRST AMENDMENT EXTENDING AND AMENDING THE CONTRACT WITH ATLAS PLANNING SOLUTIONS FOR THE PREPARATION OF A LOCAL HAZARD MITIGATION PLAN

REPORT IN BRIEF:

Atlas Planning Solutions has been providing consulting services for the preparation of a Local Hazard Mitigation Plan (LHMP). The LHMP is currently in the review and revision process required by federal and state law. The professional services agreement expired on June 30, 2022. If approved, this First Amendment will extend the term of the agreement through June 30, 2023.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(3) and 15378(b)(5); and
2. Approve the First Amendment to the existing agreement with Atlas Planning Solutions and allow the City Attorney to make minor edits as necessary prior to the execution of the Amendment; and
3. Authorize the City Manager to execute the First Amendment to the existing agreement with Atlas Planning Solutions.

BACKGROUND:

The Federal Disaster Mitigation Act of 2000 (DMA) establishes requirements for state and local entities to prepare and maintain a comprehensive LHMP. The purpose of an LHMP is to identify a jurisdiction's hazards, review and assess past disaster occurrences, estimate the probability of future occurrences, and set goals to mitigate potential risks to reduce or eliminate long-term risk to people and property from natural and man-made hazards. In addition, an LHMP approved by the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) is required in order for jurisdictions to be eligible for pre- and post-disaster mitigation grants. Implementation of an updated LHMP will allow the City to address natural hazards proactively and promote community resilience.

On April 13, 2021, the City entered into an Agreement for Consultant Services with Atlas Planning Solutions for the preparation of an LHMP (Agreement).

ANALYSIS/JUSTIFICATION:

In a competitive bid process where proposals were solicited from consulting firms who specialize in emergency preparedness and hazard mitigation planning, Atlas Planning Solutions was the only firm that submitted a proposal. Their scope of work includes, but is not limited to, all of the following:

- Planning, resource assessment, and community outreach
- Community capabilities analysis and risk assessment
- Mitigation actions and strategy development
- Drafting of an LHMP
- Incorporation of comments from the public, Cal OES, and FEMA into a revised, final LHMP

The original term of the Agreement expired on June 30, 2022. Although the consultant has completed the draft LHMP, the consultant is still working with staff through the review and revision process to ensure the LHMP is approved by Cal OES and FEMA. Consequently, an amendment is needed to extend the term of the Agreement. Additionally, this First Amendment makes minor clarifications to the payment schedule, termination, and assignment restriction sections of the Agreement.

FISCAL IMPACT:

None. The amendment does not change the not-to-exceed amount of Fifty-Nine Thousand Two Hundred Fifty Dollars (\$59,250) in the original Agreement. The City obtained a grant for \$37,500 in 2020 from Cal OES to create an LHMP. As the grant required a 25% cost share, the Council authorized an appropriation of \$22,000 from the General Fund at its April 13, 2021, meeting (Account No. 101-1520-608105). Atlas Planning Solutions has been paid \$55,075 for services provided through June 30, 2022.

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(5) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, as it is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment).

LEGAL REVIEW:

The City Attorney’s office has reviewed the First Amendment to the Agreement.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

1. Provide a safe community.
3. Provide a quality infrastructure.
4. Ensure fiscal stability and efficiency in governance.
6. Maintain and promote a responsive, high-quality, and transparent government.

PUBLIC NOTIFICATION:

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

Prepared by: Jason Huynh, Management Analyst

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment(s):

- A. First Amendment to the Agreement
- B. Original Agreement

CITY OF STANTON

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

1. PARTIES AND DATE.

This First Amendment to Agreement for Consultant Services (“First Amendment”), is made and entered into on this 23rd day of August, 2022, by and between the City of Stanton (hereinafter referred to as the “City”) and Atlas Planning Solutions, a California Corporation, with its principal place of business at 6578 Barranca Drive, Riverside, California 92506 (hereinafter referred to as the “Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Professional Services Agreement for Consulting Services to Prepare a Local Hazard Mitigation Plan dated April 13, 2021 (“Agreement”).

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement and clarify certain remaining provisions of the Agreement.

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 **April 13, 2021** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2023**, unless sooner terminated pursuant to the provisions of this Agreement.”

3.2 Payment. Section 5(c) of the Agreement is hereby amended in its entirety to read as follows:

“(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant’s fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.”

3.3 Suspension or Termination of Agreement Without Cause. Section 6(b) of the Agreement is hereby amended in its entirety to read as follows:

“(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5.”

3.4 Assignment. Section 17 of the Agreement is hereby amended in its entirety to read as follows:

“The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Atlas Planning Solutions shall perform the services described in this Agreement.”

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Consultant Services on this ____ day of August, 2022.

SIGNATURES ON FOLLOWING PAGE

CITY OF STANTON

ATLAS PLANNING SOLUTIONS

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Aaron Pfannenstiel
Principal, Chief Financial Officer

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
HongDao Nguyen
Best Best & Krieger LLP
City Attorney

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, is made and effective as of April 13, 2021 between the **City of Stanton**, a California Municipal Corporation ("City") and **Atlas Planning Solutions**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on **April 13, 2021** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2022** unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. When available, a more detailed work program shall be attached and incorporated into this agreement as a separate exhibit.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's Director of Public Works shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.



5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **fifty nine thousand two hundred and fifty two dollars (\$59,250)**, for the total term of the Agreement unless additional payment is approved as provided in this Agreement and shall be billed in accordance with Exhibit A, Fee Proposal.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices annually for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.



7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal liability or exposure to Consultant. With respect to computer files,



Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure



to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of Consultant to fully pay for and indemnify the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors. City shall have the right to select defense counsel.

10. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

11. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.



12. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons,



18. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.



CITY OF STANTON

By: 
Jarad Hildenbrand
City Manager

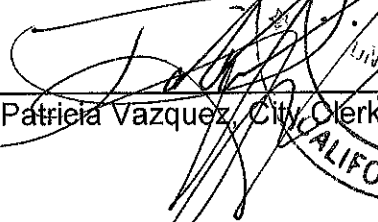
CONSULTANT

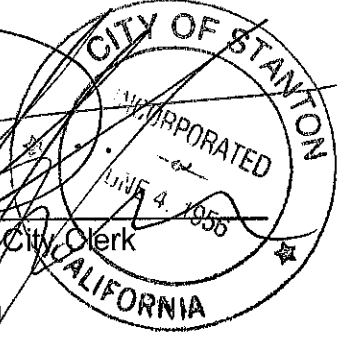
By: 
(Signature)

Aaron Pfannenstiel
(Typed Name)

Its: Chief Financial Officer

Attest:


Patricia Vazquez, City Clerk



Approved As To Form:

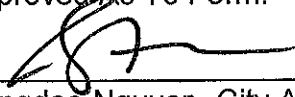

Hongdao Nguyen, City Attorney



EXHIBIT A



EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Professional Liability or Errors and Omissions Insurance** as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.



Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any



insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.



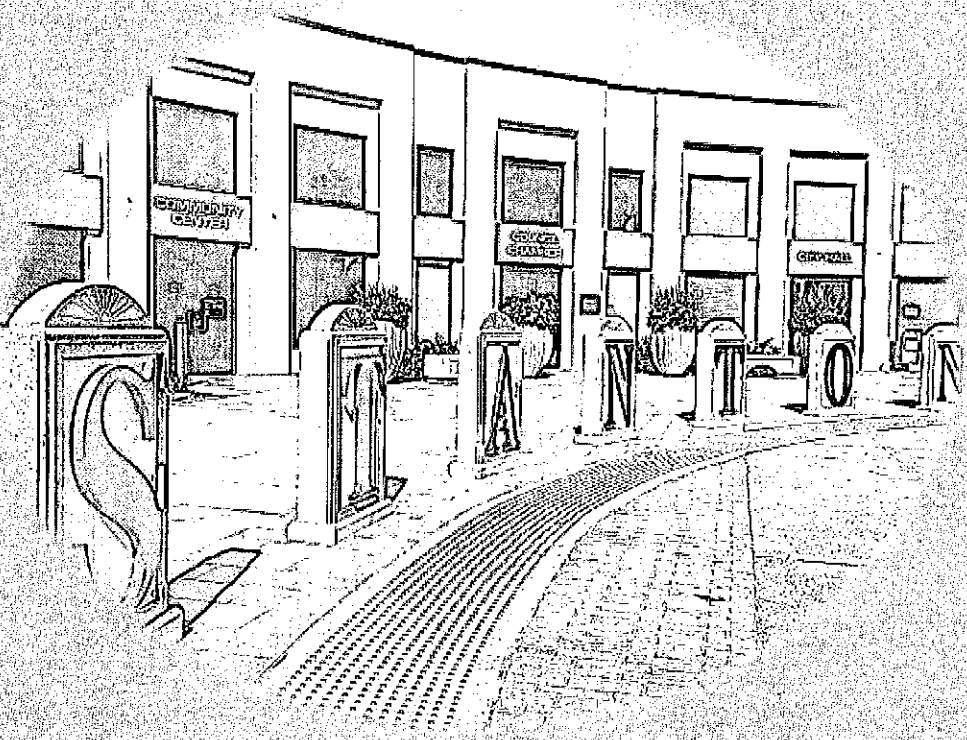
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.



23. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.



PROPOSAL
for
CONSULTING SERVICES
to PREPARE A LOCAL
HAZARD MITIGATION
PLAN



Prepared for:

City of Stanton
4300 Katella Ave.
Stanton, CA 90680

Prepared by:

Atlas Planning
(Soledad),
6578 Bannanica Drive
Riverside, CA 92506



NAVIGATING A COMPLEX WORLD

March 22, 2021

Allan Rigg, P.E.
Director of Public Works/City Engineer
City of Stanton Public Works/Engineering Department
7800 Katella Avenue
Stanton, CA 90680

Dear Mr. Rigg,

The City of Stanton is taking the opportunity to prepare a Local Hazard Mitigation Plan (LHMP), which allows the City to address natural hazards proactively. These plans have proven to be a successful approach for many other Orange County communities that we have supported in the past. Knowing the challenges that cities face with limited budgets, reduced staffing, and limited resources to accomplish the same functions they have historically provided, an LHMP is a great way to leverage Federal grant funding sources and effect change within the community. The Atlas Planning Solutions (APS) team understands the challenges Stanton faces and offers the following benefits to the City:

Understanding Regional Issues and Local Context – our team has completed several hazard mitigation plans for many Orange County communities and communities with similar issues as Stanton. Aaron Pfannenstiel has managed or is currently managing the preparation of LHMPs for the cities of Irvine, Huntington Beach, Costa Mesa, Laguna Beach, Seal Beach, La Palma, Westminster, and Fullerton. These projects have established strong working relationships with many of the Planning and Emergency Management personnel throughout Orange County, ensuring a solid understanding of regional and local issues that face Stanton.

Developing Meaningful Content – In our experience, LHMP documents can be extremely meaningful if prepared the right way. Understanding this, the APS team focuses on preparing the right document for the right audience and ensuring that it is easily understood and shared. FEMA guidance identifies the basic requirements of a plan; however, we have found that meeting that guidance requires creativity and thoughtfulness to ensure that it also speaks to the community. APS staff's previous plans have received awards from the Orange Section of the American Planning Association and have been recognized as a best practice example in California's State Hazard Mitigation Plan.

Understanding of the Scope of Services – The Atlas Planning Solutions team has reviewed the scope of services identified in the RFP and understands the City's request. The tasks identified in the scope are generally in conformance with the typical process undertaken by our team, and over the past 10 years we have worked closely with our clients to achieve successful outcomes during the hazard mitigation planning process. The team presented in this proposal is ready to start this project immediately. These professionals are well-versed in the necessary tasks to promptly start the City's LHMP and ensure that the project starts quickly and efficiently.

As part of our approach with many of the other jurisdictions within Orange County, the APS team has found numerous opportunities to integrate the LHMP into other existing documents like the City's Emergency Operations Plan and General Plan Safety Element. These past efforts have helped the

Emergency Management and Community Development Departments ensure their respective plans are up to date, comply with recent changes to legislation, and integrate fully with one another. If desired, the APS team can provide these additional services as optional tasks to fully integrate the LHMP into the City's planning framework.

With nearly 20 years of experience, Mr. Aaron Pfannenstiel will serve as the project manager and the City's primary contact for this project. As outlined in the RFP, APS acknowledges the full scope of work and services to be provided, and as a firm principal, Aaron Pfannenstiel is authorized to bind the team to the contents of this submittal.

Firm Contact Information:
Atlas Planning Solutions
6578 Barranca Drive
Riverside, CA 92506

Phone: 909-374-4828

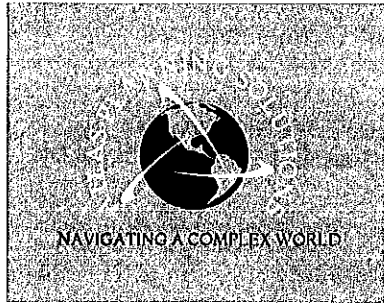
Email:
aaron@atlasplanning.org

Respectfully submitted,



Aaron Pfannenstiel

FIRM STRUCTURE AND HISTORY



Atlas Planning Solutions focuses on making the world a better place. Founded in 2018 in Riverside, California, our mission is to leverage our skills and experience in comprehensive planning, climate adaptation, and hazard mitigation, offering clients a wide range of consulting services to help navigate complex problems and issues. Our focus is on successful client outcomes that result in building agency capacity, creating resilient places to live and work, and communities that thrive in this ever-changing landscape.

As a small, woman-owned, and disabled veteran-owned business (#2013758), Atlas Planning Solutions understands that successful outcomes rely on client satisfaction, optimal project management, and a clear understanding of clients' needs. We strive to exceed our client's expectations, translating into repeat business and numerous referrals for our services.



Atlas Planning Solutions specializes in climate adaptation services and the integration of Hazard Mitigation Planning and General Plan Safety Elements. Since 2006, the State of California incentivized integrating these two documents, which has become this firm's core service.

Atlas Planning Solutions staff have completed or are currently working on several Local Hazard Mitigation Plans and General Plan Safety Elements throughout the State. With extensive experience assisting communities as they address the changing legislative requirements and frameworks governing hazards and resiliency within California, Atlas Planning Solutions has a breadth of expertise to support the City of Stanton.

Atlas Planning Solutions Business Information	
Legal Name:	Atlas Planning Solutions
Entity Description:	California S-Corporation (2018 Incorporated)
Address:	6578 Barranca Drive, Riverside, CA 92506
Phone:	951-444-9379
Email:	aaron@atlasplanning.org
Firm Principals/ Officers	
<i>Suzanne Murray</i> Principal, CEO <i>Aaron Pfannenstiel</i> Principal, CFO	
Years in Business:	2+ Years
Years Performing Requested Services:	20 Years

The Atlas Planning Solutions team presented below offers the following advantages to the City of Stanton:

- Our team has experience preparing hazard mitigation plans for Counties, Cities, Special Districts, and supporting emergency management functions at various levels of governance.
- Our team has supported jurisdictions with hazard mitigation planning services for the past 20 years and has prepared many plans that have been reviewed and approved by FEMA without the need for revisions.

The following provides an overview of the Atlas Planning Solutions project completed by our team members over the past ten years (those in **bold** located within Orange County):

Atlas Planning Solutions Prior Experience			
Jurisdiction	LHMP Assistance	Safety Element Assistance	Climate Adaptation Assistance
City of Capitola (2013)	☉		☉
City of Colton (2019)	☉	☉	☉
City of Culver City/Culver City School District (2017)	☉		☉
City of Duarte (2013)	☉		☉
City of Fullerton (2019)	☉	☉	☉
City of Glendora (2008)		☉	
City of Huntington Beach (2012)	☉		
City of Huntington Beach (2017)	☉	☉	☉
City of Irvine (2020)	☉		☉
City of La Palma (2020)	☉		☉
City of Laguna Beach (2018)	☉	☉	☉
City of Laguna Woods (2017)		☉	☉
City of Lynwood (2015)		☉	
City of Maricopa (2015)	☉	☉	☉
City of Palm Desert (2017)		☉	
City of Rancho Cucamonga (2021)	☉	☉	☉
City of Redondo Beach (2020)	☉		☉
City of Santa Rosa (2016)	☉		☉
City of Saratoga (2012)		☉	
City of Seal Beach (2019)	☉	☉	☉
City of South Gate (2018)	☉	☉	☉
City of Torrance (2017)	☉		☉
City of Wasco (2013)		☉	
City of Westminster (2017)	☉		☉
City of Willits (2019)		☉	☉
Town of Mammoth Lakes (2019)		☉	☉
Town of Windsor (2017)	☉		☉
County of Inyo/City of Bishop (2017)	☉		☉
County of Mendocino (2021)	☉	☉	☉

The following projects represent current and prior work efforts of Atlas Planning staff:

2021 City of Costa Mesa LHMP | City of Costa Mesa

Atlas Planning Solutions is currently preparing the City of Costa Mesa Local Hazard Mitigation Plan. This project involves the development of a new plan for the City that identifies key hazards of concern, which include, seismic hazards, flooding, severe weather, and human-caused hazards (civil unrest, terrorism). This process is currently being conducted virtually, which has allowed the City to continue focusing on necessary Covid-19 response activities while plan development is underway.

2020 City of Irvine LHMP Update | City of Irvine

Atlas Planning Solutions prepared the 2020 update of the City of Irvine LHMP. This update focused on refreshing the plan, last updated in 2005, and ensuring it met all of the new FEMA requirements introduced in 2011. As part of the update, the APS team had to navigate the changing conditions associated with COVID-19 restrictions and demands on staff time and capacity. The update of the plan occurred with minimal comments from Cal OES and received FEMA approval without comment.

2019 Seal Beach Local Hazard Mitigation Plan | City of Seal Beach

Before starting Atlas Planning Solutions, Mr. Pfannenstiel managed the City of Seal Beach's first Local Hazard Mitigation Plan. This project used hazard mitigation grants funding to address key hazards within the City that include fault rupture, flooding, tsunami, and urban fire, Mr. Pfannenstiel helped the City facilitate several community meetings, and develop new policies for emergency preparedness and financial management in preparation for disasters. This plan was approved by both Cal OES and FEMA with minimal comments and revisions necessary.

2019 Fullerton Local Hazard Mitigation Plan | City of Fullerton

Before starting Atlas Planning Solutions, Mr. Pfannenstiel managed the City of Fullerton's Local Hazard Mitigation Plan update. Previously adopted in 2012, the City could not secure hazard mitigation grants funding until this plan was updated. Mr. Pfannenstiel helped the City update its plan to ensure future access to hazard mitigation funding initiated in April 2018. The City released a draft copy for public review and comment in March 2019 and was approved by FEMA in summer 2019.

2018 Laguna Beach Local Hazard Mitigation Plan, Safety Element Assistance, and Emergency Operations Plan Update | City of Laguna Beach

Before starting Atlas Planning Solutions, Mr. Pfannenstiel assisted the City with preparing its first LHMP, updating its general plan safety element, and a focused update to their Emergency Operations Plan. Critical issues for this community included wildfire (numerous incidents have impacted the community over the years), flooding, and landslides. During the hazard mitigation planning process, significant community outreach included social media outreach (via Facebook, Twitter, and Nextdoor), interactive and informative community workshops, and an online survey that gathered information from over 100 respondents. As part of this effort, the City's 1995 General Plan Safety Element was reviewed, and recommendations were provided to ensure compliance with changes to the Government Code (SB 1241, SB 379, AB 2140).

2017/2012 Huntington Beach Local Hazard Mitigation Plan Update | City of Huntington Beach

Before starting Atlas Planning Solutions, Mr. Pfannenstiel updated the City's 2012 and 2017 LHMPs. These updates included a review of city plans and policies, identification of facilities necessary to city


















operation, prioritization of hazards, preparation of hazard profiles, preparation of a risk assessment, and updated mitigation actions to reduce potential future vulnerabilities. The process included facilitating meetings with city department personnel and various stakeholders and coordinating with city staff to ensure that the appropriate focus and direction were used to complete the document. Final review of the plan by Cal OES and FEMA Region IX resulted in minimal comments and revisions. During the 2017 update, Aaron Pfannenstiel was also the assistant project manager for the City's comprehensive general plan update and was able to integrate the LHMP in a meaningful way that further reinforces hazards policy and implementation throughout the City.

Navigating Preparedness Associates

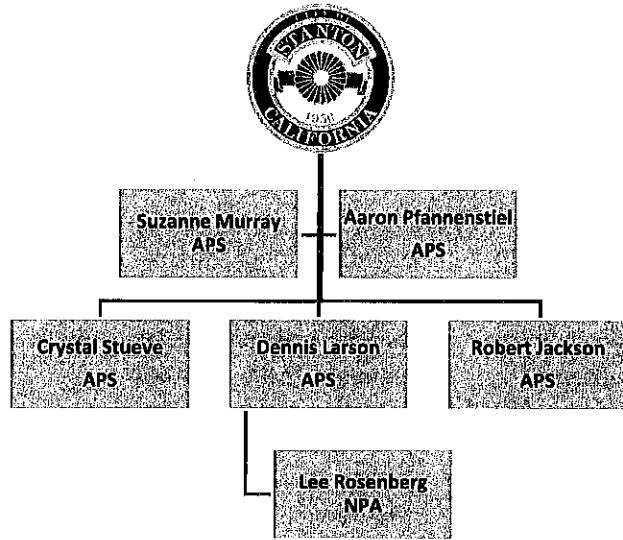
Navigating Preparedness Associates (NPA) is a Small Disabled Veteran Business Enterprise (#1770371), founded in 2014, with a single office in Lafayette, California. A staff of 11 associates provides emergency management solutions for local, state, and federal government and private industry. NPA associates are experts in delivering solutions across a broad spectrum of mitigation, preparedness, response, and recovery functions.

Lee Rosenberg, CEM, is the owner and managing director of NPA, with over 35 years of experience leading real-world contingency operations and addressing complex emergency management and disaster issues. He is a retired U.S. Navy Captain who also served as a FEMA Region IX Federal Coordinating Officer.

NPAs relevant experience supporting local hazard mitigation plans include the following:

Client	HMP Development/ Update
Valley County Water District (2021)	
Water Emergency Transportation Authority (2014 – 2020)	
City of Lynwood (2019-2021)	
City of Hawthorne (2019-2021)	
City of Artesia (2019-2021)	
County of Tulare (2018)	
City of Hermosa Beach (2017)	
City of Hawthorne (2020)	
City of Pittsburg, CA (2017 – 2020)	
County of Mariposa (2014)	
County of Mendocino (2013)	
County of Tulare (2018)	
County of Ventura (2012)	
Gila County, AZ (2018)	
Territory of Guam (2012)	
Clark County, NV (2013)	
Lyon County, NV (2013)	

KEY PERSONNEL



Project Organization and Staffing

The Atlas Planning Solutions team includes the following key personnel.

Aaron Pfannenstiel – Project Manager (APS)

Suzanne Murray – Quality Control/Quality Assurance (APS)

Dennis Larson – Senior Planner (APS)

Crystal Stueve – Associate Planner (APS)

Robert Jackson – Assistant Planner (APS)

Lee Rosenberg – Subject Matter Expert (NPA)

Summary of Staff Qualifications

The following staff members will play a key role in the 2021 LHMP preparation:

Aaron Pfannenstiel will serve as the Project Manager and primary point of contact for the APS Team on the 2021 Stanton LHMP. With nearly 20 years of experience assisting communities to address their natural and human-caused hazards needs, Aaron will help Stanton better understand its hazards, assess vulnerabilities, and develop strategies that make the community more resilient. As a subject matter expert in General Plan Safety Elements and LHMPs, he will be the right choice to help Stanton through this process.

Suzanne Murray will serve as Quality Assurance/Quality Control specialist on the 2021 Stanton LHMP. With more than 15 years of technical writing and editing experience, Ms. Murray will ensure that the document follows the writing and documentation requirements from FEMA while ensuring the content within the document is approachable and easy to understand. Her efforts have ensured the our LHMPs are easy to read and understand by the public and decision-makers.

Dennis Larson will serve as a senior planner on the 2021 LHMP preparation. With a background in geography and economics, he helps public agencies and private developers evaluate policies, programs, and strategies that have measurable performance impacts. Mr. Larson's specialties include advanced planning project development, climate resiliency policy, Geographic Information Systems, and economic impact analyses.

Crystal Stueve will serve as a primary researcher and author of the 2021 LHMP preparation. With a strong background in writing and research and reliance on over 18 years of experience working for local and federal agencies, she understands the importance of clear communication, documentation of processes and outcomes, and development of plans that are easy to read, understand, and implement.

Robert Jackson will serve as a primary researcher and author of the 2021 LHMP preparation. Mr. Jackson has served in this role in preparing five LHMPs throughout California and understands the importance of plans that are easy to read, understand, and implement.

Lee Rosenberg will serve as a Certified Emergency Manager (CEM) and subject matter expert, having developed LHMPs for over 20 jurisdictions in the past five years. Mr. Rosenberg is the principal owner of Navigating Preparedness Associates and a strategic teaming partner with Atlas Planning Solutions.

RESUMES

AARON PFANNENSTIEL, AICP



PRINCIPAL, CFO

Years Experience: 20

Phone: 951-444-9379

Email: aaron@atlasplanning.org

Degrees

M.U.R.P., 2005, Regional Planning/Urban Planning, California State Polytechnic University, Pomona

B.A., 2001, Environmental Studies, University of California at Santa Barbara

B.S., 2001, Geological Sciences, University of California at Santa Barbara

Professional Affiliations

American Institute of Certified Planners (AICP), California, 021026

American Planning Association (APA), California, 155482

California Emergency Services Association

Professional Certifications

American Institute of Certified Planners, 2006, 021026

LEED Accredited Professional, 2006

Project Manager | Safety Element Subject Matter Expert

Aaron has 19 years of community planning experience, focusing on emergency management, hazard mitigation, and community resiliency. With a background in geology, environmental studies, and urban planning, he helps clients understand hazards, assess vulnerabilities, and develop policies, programs, and mitigation strategies that make communities safer. He has also trained hundreds of students, planners, and other professionals in these topics over the past decade.

Aaron incorporates hazard mitigation into comprehensive planning projects to increase resiliency in communities. He prepares local and multi-jurisdictional hazard mitigation plans, emergency operations plans, general plans, and safety elements. He recently assisted clients with developing innovative planning practices as part of a pilot program that enhances communities' adaptation to wildfires. Aaron has also prepared environmental documents for CEQA compliance and due diligence and feasibility studies, and he has conducted community outreach and education efforts in communities throughout California.

RELEVANT AND CURRENT EXPERIENCE

Safety Element and Local Hazard Mitigation Plans

Assisting/assisted the following communities with preparation/updates to their General Plan Safety Elements and Local Hazard Mitigation Plans in the past three years:

City of Hollister, Local Hazard Mitigation Plan update, *Project Manager*

City of Costa Mesa, Local Hazard Mitigation Plan, *Project Manager*

City of Rancho Cucamonga, General Plan Safety Element/ Local Hazard Mitigation Plan Updates, *Project Manager*

City of Loma Linda, General Plan Safety Element/ Local Hazard Mitigation Plan Updates, *Project Manager*

County of Mendocino, General Plan Safety Element/ Multi-Jurisdictional Hazard Mitigation Plan Updates, *Project Manager*

City of Irvine, Local Hazard Mitigation Plan Update, *Project Manager*

City of La Palma, Local Hazard Mitigation Plan, *Project Manager*

City of Laguna Beach, Local Hazard Mitigation Plan, *Project Manager*

City of Redondo Beach, Local Hazard Mitigation Plan, *Project Manager*

- City of Seal Beach**, Local Hazard Mitigation Plan, *Project Manager*
- City of Fullerton**, Local Hazard Mitigation Plan Update, *Project Manager*
- City Colton**, General Plan Safety Element and Local Hazard Mitigation Plan Update, *Project Manager*
- San Diego County**, General Plan Safety Element Update
- City of Willits**, General Plan Safety Element

WORK COMPLETED PRIOR TO ATLAS PLANNING SOLUTIONS

Comprehensive Planning

General Plan Safety Element Updates

Assisted the following communities with Safety Element updates in conformance with California Government Code Section 65302 (g):

- **City of South Gate**, Safety Element Update and Local Hazard Mitigation Plan*, *Project Manager*
- **City of Lynwood**, Health and Safety Element Update (Subconsultant to Raimi + Associates)
- **City of Palm Desert**, General Plan Update*, *Project Manager* (Subconsultant to Raimi + Associates, preparing Safety Element and Program EIR)
- **City of Maricopa**, Safety Element Update and Local Hazard Mitigation Plan Annex*, *Project Manager*
- **City of Laguna Woods**, Safety Element Update*, *Assistant Project Manager*
- **City of Camarillo**, General Plan Safety Element, *Assistant Project Manager*
- **City of Saratoga**, General Plan Safety Element*, *Project Manager*
- **City of Wasco**, General Plan Safety Element Update, *Project Manager*
- **City of Glendora**, General Plan Update, *Primary Safety Element Author*

* Includes the preparation of necessary CEQA documentation.

Hazard Mitigation and Emergency Management Planning

Community Planning Assistance for Wildfires (CPAW), Wenatchee, WA, Project Manager. As part of a consultant team, Mr. Pfannenstiel assisted the City of Wenatchee, WA address wildfire issues within the community's planning and regulatory framework.

Local Hazard Mitigation Plans/Updates

Assisted the following communities with preparation/updates to their Local Hazard Mitigation Plans:

- **City of Needles**, Hazard Mitigation Plan Annex Update, *Project Manager*
- **City of Huntington Beach**, Hazard Mitigation Plan Update, *Project Manager*
- **City of Capitola**, Hazard Mitigation Plan, *Project Manager*
- **City of Duarte**, Local Hazard Mitigation Plan, *Project Manager*
- **City of San Luis Obispo**, Local Hazard Mitigation Plan Update, *QA/QC*
- **City of Westminster**, Local Hazard Mitigation Plan, *Project Manager*
- **City of South Gate**, Local Hazard Mitigation Plan Update, *Project Manager*
- **City of Culver City**, Multi-Jurisdictional Hazard Mitigation Plan Update, *Technical Advisor*
- **City of Santa Rosa**, Local Hazard Mitigation Plan Update, *Project Manager*
- **City of Torrance**, Local Hazard Mitigation Plan Update, *Project Manager*
- **County of Inyo**, Multi-Jurisdictional Hazard Mitigation Plan Update, *Project Manager*
- **Town of Windsor**, Local Hazard Mitigation Plan Update, *Project Manager*

SUZANNE MURRAY

PRINCIPAL, CEO



Years Experience: 15

Phone: 951-444-9379

Email: suzanne@atlasplanning.org

Degrees

M.A., 2008, English, National University, La Jolla, CA

Professional Affiliations

United States Army Reserve

Professional Certifications

DoD TS Clearance with SCI Eligibility

B.A., 2004, English, University of California Riverside

Education Specialist (Special Educator)

Secondary English Credential

A.A., 2007, Intelligence Operations, Cochise College, Sierra Vista, Arizona

FEMA Training Courses

IS 100

IS 230

IS 235

Certificate, Technical Communication, *current*, UCSD Extension

Certificate, Copyediting, *current*, UCSD Extension

Technical editor, writer | researcher | analyst | educator

Ms. Murray has authored many classified government documents throughout a 16-year career in the military. Notable documents include research and White Paper composition on Afghanistan tribes and human terrain in Afghanistan and Iraq, and North Korean cyberterrorism threats on United States ports of entry. Additional documents include training manuals for unit training to enhance readiness and training capabilities.

Project Experience

Hazard Mitigation and Emergency Management Planning

County of Inyo, Emergency Operations Plan Update, technical editing and review, Incident Specific Annex preparation (sub-consultant to NPS)

City of Costa Mesa, Emergency Operations Plan Update, technical research, editing, review

City of Loma Linda, LHMP and General Plan Safety Element Update, technical editing, and review

City of Laguna Beach, General Plan Safety Element Update, technical editing, and review

City of Rancho Cucamonga, Local Hazard Mitigation Plan, and Safety Element Update, technical research, writing, editing

City of Willits, General Plan Safety Element Update, technical editing, and document preparation

City of Irvine, Local Hazard Mitigation Plan Update, technical research, writing, and editing

City of La Palma, Local Hazard Mitigation Plan, technical research, writing, and editing

Other Relevant experience

United States Army Reserve, Human Intelligence Collector

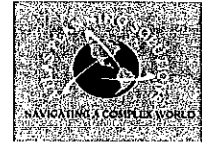
2004- Present

Staff Sergeant with three overseas deployment experiences as an Intelligence Collector and Analyst. Report writing included Intelligence Information Reports and White Papers involving information aimed at piecing together information for various intelligence gaps. Intelligence Information Reports and White Papers required investigation, interviewing, and research before publication into the intelligence community.

SAIC

2011-2013

Conducted research on different cases for detained personnel within the Detention Facility in Parwan, Bagram, Afghanistan. Information gathered was analyzed into report format and delivered via oral examination to a panel of field-grade military officers to translate classified information into usable unclassified information. This data was used to determine if a detainee's intelligence reporting was attributable to him for use in an Afghan court of law.



DENNIS LARSON

SENIOR PLANNER

Years Experience: 18

Phone: 951-444-9379

Email: dennis@atlasplanning.org

Degrees

MA, Economics

BA, Geography

Public Participation

City of Imperial Beach Sea Level Rise Steering Committee

Balboa Park Cultural Partnership Sustainability Council

Hazard Mitigation Planner / Climate Change Subject Matter Expert

Mr. Larson has 18 years of experience in public agency program management, policy research, and technical analysis. His specialties include long-range planning, hazard mitigation, climate resiliency, Geographic Information Services, and economic-impact analyses. Dennis helps public agencies and private firms develop and evaluate policies, programs, and strategies that have measurable performance impacts.

Relevant and Current experience

San Diego Unified Port District, Port Master Plan Update, Safety and Resiliency Element (2015 – Current)

Dennis has led a multi-disciplinary team of consultants since 2015 to prepare a comprehensive update to the Port Master Plan, including drafting a new Safety and Resiliency Element. The work program includes updating all policies, development standards and identifying allowable uses within the District's jurisdiction on and around San Diego Bay. (2017 Award Winner: Outstanding Public Involvement, National Association of Environmental Professionals)

City of Irvine, Local Hazard Mitigation Plan (2020)

Dennis provided technical support to Atlas Planning Solutions using Geographic Information Systems and applied data research. He collected temporal and spatial information from federal, state, and local resources to map existing conditions, identify projected hazards, and summarize potential impacts on geographies.

City of Rancho Cucamonga, Safety Element (2020),

Dennis provided technical support to Atlas Planning Solutions using Geographic Information Systems and applied data research. He evaluated existing and projected demographic and economic conditions within the City to understand the relationship between potential hazards and vulnerable populations.

San Diego Unified Port District, AB691 SLR Vulnerability Assessment and Coastal Resiliency Report (2019)

Dennis led a multi-disciplinary team of consultants to prepare the coastal vulnerability assessment. The work program included an analysis of the impacts of projected sea-level rise, an estimate of the impacts' financial costs, and a strategy for how the local trustee may protect and preserve existing and proposed natural and built environment resources and facilities. (2019 Award Winner: Outstanding Environmental Technical Report, San Diego Chapter, Association of Environmental Professionals)

San Diego Unified Port District, San Diego Ocean Planning Partnership and Preliminary Assessment Report (2019)

Dennis was the advisor for developing the San Diego Ocean Planning Partnership - a collaborative pilot project between the California State Lands Commission and the Port of San Diego. Dennis also guided the project team to engage with over 100 stakeholders to understand better the risks, hazards, and opportunities in the ocean space offshore San Diego County and draft the Preliminary Assessment Report. (2019 Award Winner: Outstanding Public Involvement, San Diego Chapter, Association of Environmental Professionals)

San Diego Regional Climate Collaborative and National Oceanic and Atmospheric Administration, Comparing Sea Level Rise Adaptation Strategies in San Diego: An Application of the NOAA Economic Framework (2017)

Dennis was tasked with providing a comparative benefit-cost analysis of coastal resilience strategies for participating cities in San Diego County following the NOAA-funded study's framework, *What Will Adaptation Cost? An Economic Framework for Coastal Community Infrastructure*. Dennis collaborated with the Federal Emergency Management Administration and NOAA on using and integrating the FEMA HAZUS-Flood model with NOAA's framework to evaluate the temporal, spatial, and financial impacts of potential hazards at the local level.

CRYSTAL STUEVE

ASSOCIATE PLANNER



Years Experience: 15

Phone: 951-444-9379

Email: crystal@atlasplanning.org

Degrees

M.A., 2017, Mass Communications, Kent State University School of Journalism, Kent, OH

B.S., 2012, Intelligence Management, Henley-Putnam University, Santa Clara, CA

Professional Affiliations

United States Army Reserves

FEMA Training Courses

IS 100
IS 200
IS 700
IS 800
EOC Operations and Planning for All Hazards

Researcher | Analyst | Technical Writer

Crystal Stueve has authored many classified government documents throughout an 18-year career in the military. Notable documents include research and analytical reports on the Islamic State of Iraq and the Levant (ISIL) and militia groups within Iraq and tactical and strategic reporting on Mexican drug trafficking organizations and transnational organized crime that pose an immediate threat to national security. Additional documents include training manuals and unit standard operating procedures to enhance unit readiness and training capabilities.

Project Experience

HAZARD MITIGATION AND EMERGENCY MANAGEMENT PLANNING

County of Inyo, Emergency Operations Plan Update, technical editing and review of Functional Annexes and author of Specific Annexes (subconsultant to NPS)

City of Laguna Beach, General Plan Safety Element Update, technical writer, and editor

City of Costa Mesa, Local Hazard Mitigation Plan, technical writer, and editor

City of Hollister, Local Hazard Mitigation Plan update, technical writer, and editor

City of Loma Linda, LHMP and General Plan Safety Element Updates, technical writer, and editor

Mendocino County, MJHMP Update, Climate Adaptation Vulnerability Assessment, and General Plan Safety Element Update, technical editing, plan preparation, and research

City of Rancho Cucamonga, Local Hazard Mitigation Plan and Safety Element Update, technical editor

Other Relevant experience

San Bernardino Police Department, Criminal Investigation Officer/EOC Specialist, 2018-2020

Assisted the Emergency Operations Center during activations for emergencies or disasters; attended meetings, exercises, forums, and functions relating to emergency management. Assisted with preparing emergency management media briefings; worked with the Department's Public Information offices to develop and provide appropriate public notifications in an EOC activation event.

US Army Reserve, Human Intelligence Collector, 2014-Present

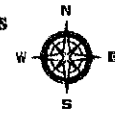
Staff Sergeant with two overseas deployment experiences as an Intelligence Collector and Analyst. Report writing included Intelligence Information Reports and analytical products to answer intelligence requirements and address intelligence gaps. These products required investigation, interviewing, and research before publication into the intelligence community.

US Army Civil Affairs and Psychological Operations Command (Airborne) – Emergency Operations Center Analyst, 2012-2014

Monitored unfolding emergencies and wrote daily reports such as threat briefs, serious incident reports, commander's location reports, and significant activities reports to ensure the Commanding General and his staff were given situational awareness of events within their area of responsibility. Maintained situational awareness of

Lee Rosenberg, CEM - Project Manager

Navigating Preparedness Associates
"Charting A Clear Course"



Professional Summary

Lee Rosenberg is the owner and managing director of Navigating Preparedness Associates. As leader of the company, he provides direction to staff who deliver comprehensive emergency preparedness services to the government and industry. With more than 30 years of emergency management, national security, and homeland security experience, Mr. Rosenberg has a broad and deep knowledge of the practical application of operations and policy in these areas. He has a particular focus on hazard mitigation plan development and program implementation.

Mr. Rosenberg led the URS Corporation's Oakland environmental service department and West Coast emergency preparedness practice from 2008 to 2014. He served as a Federal Coordinating Officer for FEMA Region IX from 2006 to 2008 where he provided support to states for numerous presidentially declared disasters. Before working for FEMA, Mr. Rosenberg completed a 30-year career in the U.S. Navy, during which he served as the commanding officer of a destroyer and as the commander of a large amphibious assault craft base. He is a combat veteran of Operation Desert Storm and retired as a Captain.

Relevant Experience:

2014 – Current: Owner and Managing Director, Navigating Preparedness Associates:

Valley Water (formerly Santa Clara Valley Water District), Multiple Projects, Project Manager and Lead Planner, San Jose, CA, 2016 – Current

Provided support to Valley Water for the following projects:

- Developed a temporary construction EAP for Anderson Dam
- Update EAPs for Anderson, Lenihan, Uvas, Almaden, Rinconada, Guadalupe and Vasona dams. Anderson Dam EAP was approved by FERC in 2017
- Designed and delivered FERC required exercise series for Anderson Dam

Valley County Water District, Local Hazard Mitigation Plan Update, Baldwin Park, CA 2020, Project Manager and Lead Writer – Updated the 2012 District LHMP on an expedited basis to support application for an approved mitigation project to install a large diesel storage tank, improving the water distribution system's resiliency. The LHMP planning and draft document development processes were completed in two months. The draft LHMP is at Cal OES for review.

Cities of Artesia, Hawthorne, and Lynwood, Local Hazard Mitigation Plans, 2019 – 2021 Lead Planner – Supported the development of the three small cities' local hazard mitigation plans. Cal OES reviewed all the draft LHMPs with no substantive issues found in the Plan Review Tool. FEMA has approved the Artesia and Hawthorne LHMPs.

Inyo County, EOP Update and Validation Exercise, 2020 – Current, Project Manager/Lead Planner: Updating the 2016 Inyo County EOP. The draft is 90 percent complete with review by the County slowed by COVID-19 response operations. The draft was completed five months ahead of schedule.

City of Redwood City, EOP Update and Training, (2018 – 2019), Project Manager/Lead Planner: Updated the 2006 City EOP and conducted basic ICS training for all City staff. The EOP was developed rapidly and provided a vastly more operational document than the previous version. The project included conducting a validation workshop with the City Manager and all City Department Directors.

Hermosa Beach, Hazard Mitigation Plan, Hermosa Beach, CA, 2017-2018 Lead Planner – Provided support to Constant & Associates to create the Hermosa Beach HMP. Facilitated planning team meetings, conducted hazard analysis and risk assessments, developed capabilities description, analyzed potential mitigation actions, and developed priorities. Met the mandates of AB 2140 and SB 379.

Tulare County, Multi-jurisdiction Hazard Mitigation Plan, Visalia, CA, 2016 – 2018 Project Manager – Led a team to update the Tulare County MHMP. Included innovative data analysis and GIS products. The updated HMP included

eight cities, the Tulare County Office of Education, and the Tule River Indian Tribe. Met the mandates of AB2140 and SB 379. Found adoptable by FEMA RIX with minimal comments and adopted by the County Board in March 2018.

City of Covina Water Agency Emergency Response Plan Update, Covina, CA, - 2016 – 2017 Lead Planner – Revised the Water Agency ERP to comply with all EPA standards. Included detailed Action Plans for potential natural and human-caused hazards the Water Agency might encounter.

City of Redwood City, EOP Update and Training, (2018 – 2019), Project Manager/Lead Planner: Updated the 2006 City EOP and conducted basic ICS training for all City staff. The EOP was developed rapidly and provided a vastly more operational document than the previous version. The project included conducting a validation workshop with the City Manager and all City Department Directors.

San Francisco Bay Ferry/Water Emergency Transportation Authority, Emergency Response Plan (ERP) and EOP Revision 2015 – March 2016, Project Manager/Lead Planner: Developed and delivered detailed, NIMS compliant ERP and EOP documents for responding to catastrophic disasters that may require the use of regional ferry vessels to move first responders and survivors by water when bridges and other surface transportation systems are inoperable. The ERP contains a detailed, activity-based response timeline for water emergency transportation operations. It fully complies with the guidance in FEMA CPG 101. The ERP was presented to FEMA RIX and Cal OES for comment and received glowing responses.

2006 – 2008: FEMA RIX, Disaster Response Operations, Federal Coordinating Officer:

Federal Coordinating Officer, Director, Joint Field Office, Kiholo Bay Earthquake, Honolulu, HI - Led teams providing federal support to the State of Hawaii after the 2006 earthquake. Directed federal disaster relief programs from October 2006 to January 2007. Coordinated operations across agency and jurisdictional roles to achieve unity of action.

1976 – 2006: Captain, US Navy: US Navy, Deputy Chief of Staff, Plans and Exercises Division, US Coast Guard Pacific Area, 2004 – 2006 - Directed a joint team of twenty US Coast Guard and US Navy personnel in development of key operational and policy guidance for conduct of maritime operations in support of the Global War on Terrorism for the Pacific region. Served as the key point of contact to DOD for Coast Guard development of joint plans. Supported numerous national and regional level homeland security full-scale exercises that included state, local, and federal agency participation.

Education and Certifications

- Certified Emergency Manager, International Association of Emergency Managers, 2021
- Northwestern University, Master of Engineering Management

FIRM REFERENCES

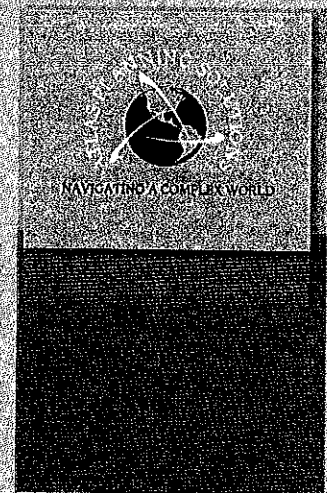
The APS team has provided the following references from southern California clients.

Reference 1	
Client Name	City of Laguna Beach (Client contact now works for the City of Ontario)
Project Description	Local Hazard Mitigation Plan preparation for the City of Laguna Beach, General Plan Safety Element recommendations, and EOP Hazards Assessment update
Contact Name and Title	Jordan Villwock, Fire Administration Director
Client Address	415 E. B Street, Ontario, CA 91764
Contact Telephone Number	909-395-2543
Contact Email	jvillwock@ontarioca.gov
Period of Performance	July 2017- June 2019 (LHMP Adoption in August 2018)
Reference 2	
Client Name	City of La Palma
Project Description	Preparation of the cities first Local Hazard Mitigation Plan from creation to adoption
Contact Name and Title	Ron Wilkerson, Operations Manager
Client Address	7822 Walker St, La Palma, CA 90623
Contact Telephone Number	714-690-3382
Contact Email	rwilkerson@cityoflapalma.org
Period of Performance	January 2019 – January 2020
Reference 3	
Client Name	City of Huntington Beach
Project Description	Preparation of the 2012 and 2017 Local Hazard Mitigation Plan Updates and 2013 Emergency Operations Plan Assistance
Contact Name and Title	Brevyn Mettler, Emergency Services Coordinator
Client Address	2000 Main St, Huntington Beach, CA 92648
Contact Telephone Number	714-374-1565
Contact Email	brevyn.mettler@surfcity-hb.com
Period of Performance	May 2016--July 2017
Reference 4	
Client Name	City of Irvine
Project Description	2020 Update to the 2005 Local Hazard Mitigation Plan and EOP Hazards Assessment Update
Contact Name and Title	Robert Simmons, Emergency Management Administrator
Client Address	1 Civic Center Plaza, Irvine, CA 92606
Contact Telephone Number	949-724-7235
Contact Email	rsimmons@cityofirvine.org
Period of Performance	September 2019 – October 2020

FEE SCHEDULE
for
CONSULTING SERVICES
to PREPARE A LOCAL
HAZARD MITIGATION
PLAN

Prepared for:
City of Stanton
7800 Katella Ave,
Stanton, CA 90680

Prepared by:
Atlas Planning
Solutions,
6578 Barranca Drive
Riverside, CA 92506



FEE SCHEDULE

The Atlas Planning Solutions (APS) team has provided the following information requested within the City's RFP. This information includes the following:

PREVIOUSLY COMPLETED PROJECTS

The following projects have been completed by the APS team members for the preparation of Local Hazard Mitigation Plans for jurisdictions within Orange County:

City of La Palma LHMP	\$ 75,000
City of Laguna Beach LHMP, Safety Element, EOP Update	\$ 93,000
City of Costa Mesa LHMP	\$ 103,000
City of Irvine LHMP Update	\$ 76,000
City of Seal Beach LHMP	\$ 72,000
City of Fullerton LHMP Update	\$ 75,000

BILLABLE HOURLY RATES

The following billing rates are proposed for the Stanton LHMP project.

APS Team Member	Rate
Aaron Pfannenstiel	\$175.00
Dennis Larson	\$170.00
Lee Rosenberg	\$150.00
Suzanne Murray	\$120.00
Crystal Stueve	\$110.00
Robert Jackson	\$95.00

COST ESTIMATE/ PROJECT SCHEDULE

Figure 1 identifies the APS team's cost estimate based on the City's scope of work identified in the RFP. Figure 2 identifies the anticipated schedule for completion of the project based on the scope of work provided and our experience working in similar communities within Orange County. The APS team would be happy to review both documents with the City and refine our assumptions to ensure the scope and budget meet your needs.

FIGURE 1 - COST ESTIMATE

Task Name	Pfannenstiel \$175.00	Murray \$120.00	Stueve \$110.00	Larson \$170.00	Jackson \$95.00	Rosenberg \$150.00	Total Fees
Task #1: Planning, Resource Assessment & Outreach	32	8	36	2	44	2	\$15,340
Project Kick-Off Meeting and Research (HMPT identification, Stakeholder Identification)	4		4	2	8	2	\$2,540
HMPT Meetings	12		12		12		\$4,560
Community Engagement Strategy Development	2	2	4		4		\$1,410
Community Engagement /Outreach Content	2	2	8		8		\$2,230
Public Workshops (2)	8	4	8		8		\$3,520
Council Meeting (1)	4				4		\$1,080
Task #2: Community Capabilities/Risk Assessment and Vulnerability Analysis	20	12	40	56	56	6	\$25,080
Community Capabilities	12	8	32	16	40	4	\$13,700
Hazard Vulnerability Assessment	8	4	8	40	16	2	\$11,380
Task #3: Develop Mitigation Actions & Strategy	6	6	28	2	32	2	\$8,530
Develop Hazard Mitigation Goals	2	2	4	2	8	1	\$2,280
Develop, Update, Evaluate, and Prioritize Hazard Mitigation Actions	2	2	12		12	1	\$3,200
Mitigation Actions Implementation Plan	2	2	12		12		\$3,050
Task #4: Prepare Draft Hazard Mitigation Plan	4	8	16	4	24	2	\$6,680
Administrative Draft LHMP	2	4	8	4	8	2	\$3,450
Public Review Draft LHMP	1	2	4		8		\$1,615
Final Draft LHMP	1	2	4		8		\$1,615
Task #5: Project Management	16		4		4		\$3,620
Grand Total	78	34	124	64	160	12	\$59,250
Working Days Estimated based on budget hours					59 Days		
Total Schedule Working Time					25 Weeks		

FIGURE 2 - PROPOSED SCHEDULE

City of Stanton LHMP		2021										2022			
Project Task		April	May	June	July	August	September	October	November	December	January	February	March	April	
1.0	Planning, Resource Assessment & Outreach														
A	Project Kick-Off Meeting and Research	█													
B	HMPT Meetings		█		█										
C	Community Engagement Strategy Development	█	█												
D	Community Engagement /Outreach Content	█	█												
E	Public Workshops (2)				█			█							
	Community Capabilities/Risk Assessment and														
2.0	Vulnerability Analysis														
A	Hazard Identification and Risk Assessment		█	█	█										
B	Capabilities Assessment		█	█	█										
C	Hazard Vulnerability Assessment		█	█	█										
3.0	Develop Mitigation Actions & Strategy														
A	Develop Hazard Mitigation Goals			█	█										
	Develop, Update, Evaluate, and Prioritize Hazard			█	█										
B	Mitigation Actions			█	█										
C	Mitigation Actions Implementation Plan			█	█										
4.0	Prepare Draft Hazard Mitigation Plan														
A	Admin Draft					█									
	Staff/HMPT Review					█									
B	Public Review Draft							█							
	Public Review Period							█							
C	Cal OES/ FEMA Draft									█					
	Cal OES/ FEMA Review									█					
B	Final Adoption Hazard Mitigation Plan												█		

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 23, 2022

SUBJECT: LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ADJACENT TO 12200 BEACH BOULEVARD

REPORT IN BRIEF:

The development of the property at 12200 Beach Boulevard (Bonanni Development's Bigsby Townhome Project) will include landscaping in a future parkway area along Beach Boulevard. The California Department of Transportation (Caltrans) owns the right-of-way where the landscaping will be placed and the parkway area will be created. They are requiring the City enter into an agreement to maintain this landscaping in the event it is not properly maintained by the adjacent property owner ("Caltrans Landscape Maintenance Agreement"). To protect the City's interests, City staff recommends a companion City Landscape Maintenance Agreement transferring landscape maintenance responsibility from the City to the adjoining property owner.

RECOMMENDED ACTION:

1. City Council declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve the Caltrans Landscape Maintenance Agreement, subject to revisions deemed necessary by the City Attorney and the Public Works Director, to maintain the landscape improvements in the public right-of-way on Beach Boulevard; and
3. Authorize the Mayor and City Manager to bind the City of Stanton and Caltrans in said agreement; and
4. Authorize the City Manager to bind the City of Stanton and the developer in a companion City Landscape Maintenance Agreement, subject to revisions deemed necessary by the City Attorney and the Public Works Director, to transfer landscape maintenance responsibility from the City to the adjoining property owner.

BACKGROUND:

The Livable Beach Boulevard Mobility Plan, adopted by City Council Resolution in 2010, requires landscape and transportation-related improvements for new development projects along Beach Boulevard. As such, since 2010, Public Works and Community Development staff have provided project applicants with conditions of approval consistent with the Plan, requiring beautification of the street with new landscaping and the provision of a parkway area to accommodate landscaping where none currently exist.

As Beach Boulevard is State right-of-way, project applicants are required to procure an encroachment permit from Caltrans prior to any work being conducted. As part of Caltrans procedure and to protect their interests, they require that the City enter into an agreement to maintain said landscaping in the event it is not properly maintained by the adjacent property owner.

Council has previously entered into similar landscape maintenance agreements with Caltrans for the following projects:

- At its meeting of November 24, 2020, for 12736 Beach Boulevard (Bonanni Development's VRV Project); and
- At its meeting of April 12, 2022, for 11752 Beach Boulevard (17 unit townhome project).

ANALYSIS/JUSTIFICATION:

The Caltrans Landscape Maintenance Agreement is a necessary step prior to the developer installing landscaping on Beach Boulevard. To protect the City's interests, City staff recommends a companion City Landscape Maintenance Agreement transferring landscape maintenance responsibility from the City to the adjoining property owner.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping.

LEGAL REVIEW:

None. The draft agreements follow the formatting of previously approved agreements.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by: Joe Ames, P.E., T.E.

Approved by: Hannah Shin-Heydorn, City Manager

Attachment(s):

- A. Caltrans Landscape Maintenance Agreement
- B. City Landscape Maintenance Agreement

**LANDSCAPE MAINTENANCE AGREEMENT
WITH THE CITY OF STANTON**

THIS AGREEMENT is made effective this _____ day of _____, 2022, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of Stanton; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

1. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for newly constructed or revised improvements within STATE's right of way by Permit Number(s) _____.
2. This Agreement addresses CITY responsibility for the parkway landscaping (collectively the "LANDSCAPING") placed within State Highway right of way on State Route 39, as shown on Exhibit A, attached to and made a part of this Agreement.
3. Maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING as shown on said Exhibit "A."
4. The degree or extent of maintenance work to be performed, and the standards, therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
5. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement.
 - 5.1. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.
6. CITY agrees, at CITY expense, to do the following:
 - 6.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.

- 6.2. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
- 6.2.1. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
- 6.2.2. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way
- 6.3. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance including providing for water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
- 6.3.1. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
- 6.3.2. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
- 6.3.3. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING system component that has become unsafe or unsightly.
- 6.4. To furnish electricity for irrigation system controls, and lighting system controls for all street lighting systems installed by CITY.
- 6.5. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.
- 6.6. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (Form LA17) to the STATE to: District 12 Maintenance at KENNY.GONZALEZ@DOT.CA.GOV.
- 6.7. CITY shall ensure LANDSCAPING within the Agreement limits provide an acceptable walking and riding surface, and will provide for the repair and removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about the LANDSCAPING in an expeditious manner.

- 6.8. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING.
- 6.9. To remove LANDSCAPING and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
7. STATE may provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
8. STATE shall Issue encroachment permits to CITY and CITY contractors at no cost to them.
9. LEGAL RELATIONS AND RESPONSIBILITIES:
 - 9.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
 - 9.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.
 - 9.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

9.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

9.5. PREVAILING WAGES:

9.5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

9.5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

10. SELF-INSURED¹ - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the _____ location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.

¹ Delete if not self-insured

11. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

12. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF STANTON

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
David J. Shawver
Mayor

By: _____
TONY TAVARES
Director of Transportation

Initiated and Approved

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
ROBERTA C. HETTICK, P.E.
Deputy District Director
Maintenance District

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

By: _____
HongDao Nguyen
City Attorney

Exhibit A

EXHIBIT "A"

BEING THAT PORTION OF BEACH BOULEVARD, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, LYING WITHIN A PORTION OF LOT 4, IN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 11 WEST, AS SHOWN ON THE MAP OF RESURVEY OF THE J.W. BIXBY AND CO'S. SUBDIVISION OF A PART OF THE RANCHO LOS ALAMITOS, FILED IN BOOK 2, PAGE 43 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, STATE OF CALIFORNIA, AS SHOWN ON SHEET 2 OF 2 ATTACHED HERETO AND MADE A PART HEREOF.



CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
2552 WHITE ROAD, SUITE B • IRVINE, CA 92614-6236
(949) 660-0110 FAX: 660-0418

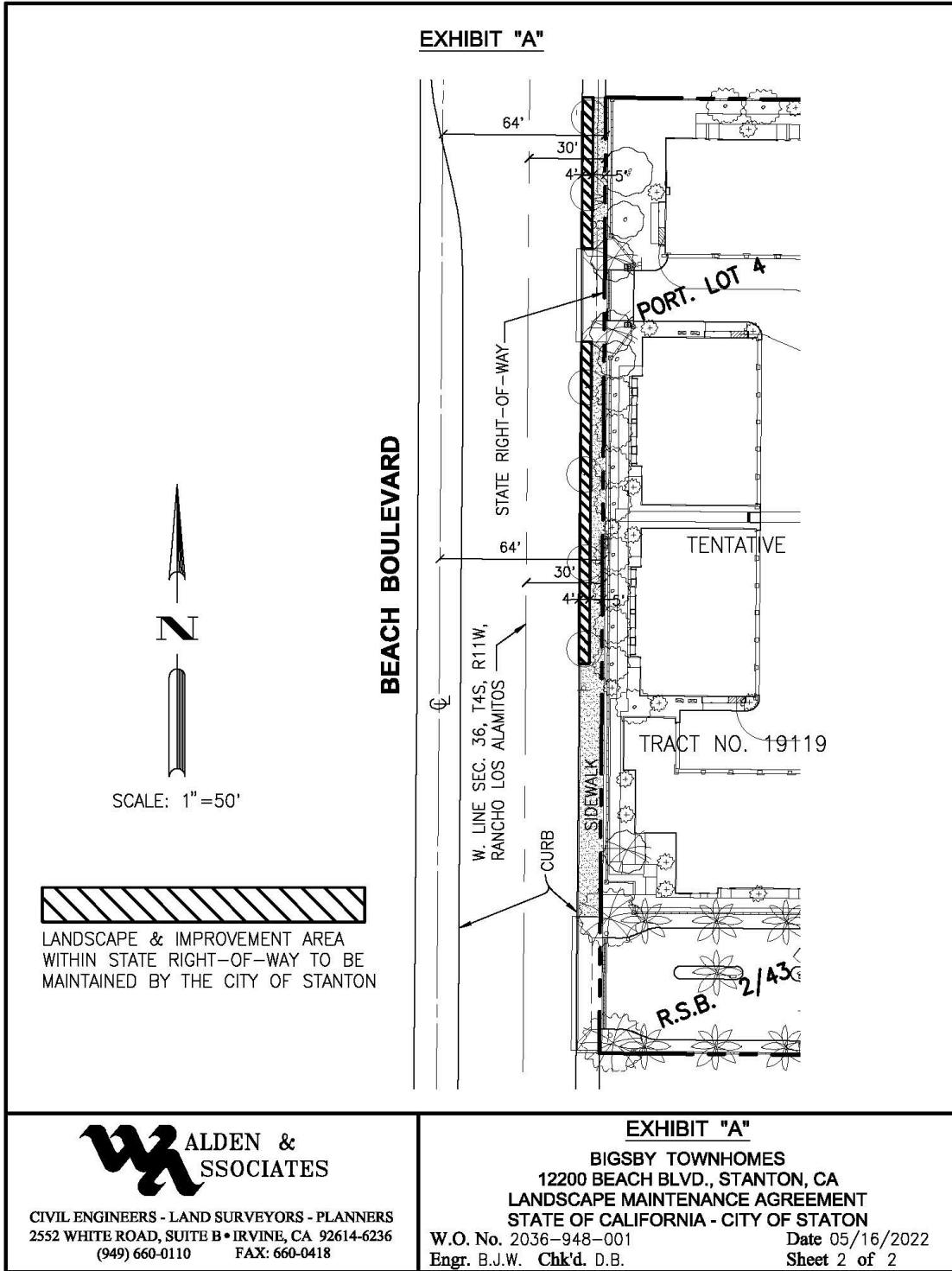
EXHIBIT "A"

BIGSBY TOWNHOMES
12200 BEACH BLVD., STANTON, CA
LANDSCAPE MAINTENANCE AGREEMENT
STATE OF CALIFORNIA - CITY OF STANTON

W.O. No. 2036-948-001
Engr. B.J.W. Chk'd. D.B.

Date 05/16/2022
Sheet 1 of 2

Exhibit A



May 5, 2022

Caltrans District 12
ATTN: Sarah Rodriguez
1750 East 4th Street, Suite 100
Santa Ana, CA 92705

CITY of STANTON
Department of Finance

RE: Statement of Self Insurance for 12200 Beach Boulevard Related to the Landscape Maintenance Agreement with State of California Department of Transportation ("STATE") for parkway landscaping along Highway 39 at Postmile ORA 9.453

Dear Ms. Rodriguez:

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 10.1 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquires through my office.

Sincerely,

Cynthia Guzman
Human Resources & Risk Manager

LANDSCAPE MAINTENANCE AGREEMENT

**BY AND BETWEEN THE CITY OF STANTON AND <INSERT DEVELOPER NAME> REGARDING THE
SEGMENT OF STATE ROUTE 39**

This Landscape Maintenance Agreement (“**Agreement**”), is entered into as of the __ day of _____, 2022 (the “**Effective Date**”), by and between the City of Stanton, a California municipal corporation (“**City**”), and _____, a _____ (“**Developer**”). Developer and City are collectively referred to as the “**Parties**”.

RECITALS

A. On _____, 2022, the City and the California Department of Transportation (“**Caltrans**”) executed a Landscape Maintenance Agreement (“**Caltrans Agreement**”) with respect to Caltrans-issued Permit No. _____. The Caltrans Agreement requires the City to perform certain landscaping, maintenance, and improvement obligations along a segment of State Route 39.

B. Developer has acquired that certain real property described on **Exhibit “A”** attached hereto (the “**Property**”).

C. The Caltrans Agreement is meant to be a pass-through agreement such that the landscaping, maintenance, and improvement obligations that Caltrans requires of the City are intended to be and shall be performed by any and all third parties who assume such responsibilities.

D. As a condition to Developer’s development of the Property, the City is requiring Developer to assume and perform those certain landscaping, maintenance, and improvements as required of the City by Caltrans under the Caltrans Agreement.

E. Accordingly, the Parties wish to enter into this Agreement so that Developer may assume and perform those certain landscaping, maintenance, and improvement obligations as required of the City by Caltrans under the Caltrans Agreement.

AGREEMENT

Now, therefore, in consideration of the above recitals and of the mutual covenants as well as for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. EXHIBITS

The following documents are attached hereto and by this reference made a part hereof:

- 1.1. Exhibit A: Description of the Property.
- 1.2. Exhibit B: Caltrans Agreement.

1.3. City Council Resolution No. 2022-02 approving Site Plan and Design Review No. SPDR-81, Conditional Use Permit No. C24-04, Planned Development Permit No. PDP 20-07 and Tentative Tract Map No. 19119; Resolution No. 2022-01 approving a Mitigated Negative Declaration and Mitigation Monitoring Program (SCH#2021110029) (the “MND”), and Ordinance No. 1118 approving a development agreement for the development of 79 townhome units including seven (7) low-income units for the property located at 12200 Beach Boulevard.

1.4. Exhibit D: Developer’s Insurance requirements.

2. TERM

The term of this Agreement shall commence upon the Effective Date and shall remain in full force until the duties, responsibilities and obligations assumed hereunder by Developer have been performed or satisfied as specified herein.

3. LANDSCAPING, MAINTENANCE, AND IMPROVEMENTS

3.1. Developer Performance of Caltrans Agreement. Developer shall assume and perform any and all of the City’s obligations under the Caltrans Agreement, including, but not limited to any landscaping, maintenance, and improvement obligations applicable to those certain portions of real property located within the “Caltrans Right-of-Way,” as shown on Exhibit “A” to the Caltrans Agreement, that lie to the west of or constitute a portion of the Property, to the extent such obligations arose following the Effective Date (the “**Developer Obligations**”). Developer shall perform the Developer Obligations in accordance with the terms and provisions of the Caltrans Agreement to the satisfaction of the City in its reasonable discretion.

3.2. Notice. In the event the City determines the Developer Obligations are not being carried out in accordance with the terms and provisions of the Caltrans Agreement, the City shall provide Developer with timely written notice thereof specifying the remedial action required by Developer. However, Developer’s non-receipt of any notice as specified in this Section 3.2 shall not excuse Developer of its obligations under this Agreement or the (i) Precise Plan of Development No. PPD-787, (ii) Tentative Tract Map 18107 (TM17-01), (iii) Zone Change No. ZC17-02 and Associated General Plan and Zoning Map Amendments, and the (iv) MND (SCH#2018121037).

3.3. Failure to Perform. If at any time during the term of this Agreement, Developer ceases or fails to perform the Developer Obligations, then, at Developer’s sole expense:

3.3.1. The City may undertake to perform the Developer Obligations by providing at least seven (7) days written notice to Developer and shall invoice Developer for the all costs and expenses incurred by City to perform the Developer Obligations. Developer shall reimburse the City within thirty (30) days of the City’s delivery of the invoice to Developer in any manner provided for in Section 7.16 hereof.

3.4. Developer’s failure to perform the Developer Obligations or to reimburse City for all costs and expenses as provided for in subsection 3.3.1, above, shall constitute grounds for the City’s revocation of (i) Precise Plan of Development No. PPD-787, (ii) Tentative Tract Map 18107

(TM17-01), (iii) Zone Change No. ZC17-02 and Associated General Plan and Zoning Map Amendments, and the (iv) MND (SCH#2018121037).

4. INDEMNIFICATION

To the fullest extent permitted by law, Developer shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Developer, its officials, officers, employees, subcontractors, Developers or agents in connection with the performance or nonperformance of any duty or obligation pursuant to this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Developer's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Developer or the City, its officials, officers, employees, agents or volunteers. The obligations in this Section 4, Indemnification, shall survive the termination or expiration of this Agreement.

5. INSURANCE

Developer shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in **Exhibit "D"**.

6. ASSIGNMENT

Developer shall have the right, without the prior consent or approval of the City, to assign this Agreement to any purchaser of the Property or any portion thereof (an "**Assignment**"), including, without limitation, any assignment to a homeowners association; provided, however, Developer shall submit written evidence of such Assignment and the assumption of all of Developer's obligations hereunder by such purchaser promptly following the effective date of such Assignment. In the event of any Assignment(s), Developer shall have no further obligations under this Agreement from and after the effective date of such Assignment and the assignee shall be deemed to have assumed all of Developer's obligations under this Agreement from and after the effective date of such Assignment.

7. MISCELLANEOUS PROVISIONS

7.1. Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and all oral or written representations, understandings or agreements are expressly stated in this Agreement. No testimony or evidence of any such representations, understandings, or covenants, will be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

7.2. Severability. If any term, provision, covenant, or condition of this Agreement is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this Agreement will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions.

7.3. Interpretation and Governing Law. This Agreement and any related dispute will be governed and interpreted in accordance with the laws of the State of California. This Agreement will be construed according to its plain language and its fair and common meaning to achieve the objectives and purposes of the Parties as specified herein. The rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement since all Parties have been represented by counsel.

7.4. Section Headings. All section headings and subheadings are inserted for convenience only and will not affect any construction or interpretation of this Agreement.

7.5. Singular and Plural. As used herein, the singular of any word includes the plural.

7.6. Waiver. The failure of a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or the failure of a Party to exercise its rights upon the default of the other Party, will not constitute a waiver of that Party's right to demand and require, at any time, the other Party's strict compliance with the terms of this Agreement.

7.7. No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person will have any right of action based upon any provision of this Agreement.

7.8. Successors in Interest. The burdens of this Agreement will be binding upon, and the benefits of this Agreement will inure to, all successors in interest to the Parties to this Agreement, including, without limitation, any homeowners' association that succeeds to, or is assigned the Developer's interest.

7.9. Specific Performance. The Parties acknowledge that monetary damages may be inadequate to remedy any breach of this Agreement by either Party. Accordingly, the Parties agree that any breach of this Agreement will also entitle the non-breaching Party to file an action for specific performance in a court of competent jurisdiction.

7.10. Counterparts. This Agreement may be executed by the Parties in counterparts, which counterparts will be construed together and have the same effect as if all of the Parties had executed the same instrument.

7.11. Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement will be filed and tried in the Superior Court of the County of Orange, State of California. The Parties waive all provisions of law providing for the filing, removal or change of venue to any other court.

7.12. Further Actions and Instruments. Each Party will cooperate with and provide reasonable assistance to the other to the extent contemplated by this Agreement to achieve the objectives of this Agreement. Upon the request of either Party at any time, the other Party will promptly execute, with acknowledgement or affidavit if reasonably required, and file or record instruments and writing. The Parties will also take any action that may be reasonably necessary under the terms of this Agreement to carry out the intent and to achieve the objectives of this Agreement.

7.13. Amendments in Writing and Cooperation. This Agreement may be amended only by written consent of the Parties specifically approving the amendment. The Parties will cooperate in good faith with respect to any amendment proposed in order to clarify that intent and application of this Agreement, and will treat any such proposal on its own merits, and not as a basis for the introduction of unrelated matters.

7.14. Authority to Execute. Any person or persons executing this Agreement on behalf of the Parties warrants and represents that he/she has the authority to execute this Agreement on behalf of his/her agency and to bind that Party to the performance of its obligations pursuant to the Agreement.

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

7.16. Notice. All notices, demands, requests or approvals to be given under this Agreement will be given in writing and will be deemed served when delivered personally or on the third business day after deposit in the United States mail, postage prepaid, first class mail, addressed as follows:

To the City: City of Stanton
 7800 Katella Ave.
 Stanton, CA 90680

To Developer: <Name>
 <Address>
 <City, State, ZIP>

[Signatures on following page]

SIGNATURES

In witness thereof, the Parties hereto have executed this Landscape Maintenance Agreement as of the date first written above.

CITY OF STANTON,
a California municipal corporation

DEVELOPER

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
HongDao Nguyen
City Attorney

EXHIBIT A:

LEGAL DESCRIPTION OF TRACT NO. 19119

THAT PORTION OF LOT 4 IN SECTION 36, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP OF A RESURVEY OF THE J.W. BIXBY AND CO.'S SUBDIVISION OF A PART OF THE RANCHO LOS ALAMITOS, FILED IN BOOK 2, PAGE 43 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4 AND RUNNING THENCE NORTH ALONG THE WESTERLY LINE THEREOF 376.20 FEET TO THE NORTHWESTERLY CORNER OF LAND DESCRIBED IN DEED TO CROCKER CITIZENS NATIONAL BANK, AS TRUSTEE, RECORDED APRIL 18, 1966, IN BOOK 7904, PAGE 619 OF OFFICIAL RECORDS; THENCE EASTERLY ALONG THE NORTHERLY LINE OF LAND DESCRIBED IN SAID DEED TO ITS INTERSECTION WITH THE COMPROMISE LINE OF THE RANCHO LOS ALAMITOS; THENCE SOUTHWESTERLY ALONG SAID COMPROMISE LINE TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF SAID LOT 4; THENCE WESTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NUMBER: 131-422-20

**EXHIBIT B:
LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON STATE ROUTE 39 WITHIN THE CITY OF STANTON
(BY AND BETWEEN THE CITY AND CALTRANS)**

<TO BE INSERTED AFTER EXECUTION>

EXHIBIT C:

City Council Resolution No. 2022-02 approving Site Plan and Design Review No. SPDR-81, Conditional Use Permit No. C24-04, Planned Development Permit No. PDP 20-07 and Tentative Tract Map No. 19119; Resolution No. 2022-01 approving a Mitigated Negative Declaration and Mitigation Monitoring Program (SCH#2021110029) (the “MND”), and Ordinance No. 1118 approving a development agreement for the development of 79 townhome units including seven (7) low-income units for the property located at 12200 Beach Boulevard.

<SUPPORTING DOCUMENTS TO BE INSERTED>

Exhibit D: Insurance Requirements

Prior to the beginning of and throughout the duration of this Agreement, Developer will maintain insurance in conformance with the requirements set forth below. Developer will use existing coverage to comply with these requirements. Developer acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Developer shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or equivalent. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Developer owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. Notwithstanding the foregoing, Developer shall not be required to obtain Business Auto Coverage insurance or provide evidence of a non-owned auto endorsement to the general liability policy described above unless and until the earlier of (i) the date Developer has at least one (1) employee, or (ii) the date an officer of Developer performs any services required by Developer pursuant to the terms of the Agreement; provided, however, Developer shall require its subcontractors, and any other party involved with the project who is brought onto or involved in the project by Developer to provide the insurance coverage required pursuant to this Paragraph 2 in accordance with the requirements set forth in Paragraph 10 of the General Conditions herein below.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease. Notwithstanding the foregoing, Developer shall not be required to obtain Workers Compensation policy described above unless and until the earlier of (i) the date Developer has at least one (1) employee, or (ii) the date an officer of Developer performs any services required by Developer pursuant to the terms of the Agreement; provided, however, Developer shall require its subcontractors, and any other party involved with the project who is brought onto or involved in the project by Developer to provide Workers Compensation insurance required pursuant to this Paragraph 3.
4. **Intentionally Omitted.**

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best’s rating of A or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Developer. Developer and City agree to the following with respect to insurance provided by Developer:

1. Developer agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 20 10 or its equivalent. Developer also agrees to require all contractors, and subcontractors to do likewise. In addition, Developer agrees to require its General Contractor to have the General Contractor's insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 20 37 or its equivalent.
2. No liability insurance coverage obtained to comply with the requirements of this Agreement shall prohibit Developer, or Developer's employees or agents, from waiving the right of subrogation prior to a loss, if any, that arises from, is associated with or is pursuant to this Agreement. Developer agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds which may be obtained by Developer under liability insurance coverages required to be obtained by Developer hereunder, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Developer and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required to be obtained hereunder will be in compliance with the coverage requirements provided for herein if they include any limiting endorsement which would render any coverage obtained by Developer to fall below the minimum requirements described herein, or which has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. Developer shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Developer's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any

premium so paid by City shall be charged to and promptly paid by Developer or deducted from sums due Developer, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days' notice to City of any cancellation of coverage, except in the event that such cancellation of coverage is a result of the non-payment of premiums in which event the insurer shall provide 10 days' notice to City of any notice of cancellation of coverage for such non-payment of premiums.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Developer or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self-insurance available to City.
10. Developer agrees to require that all subcontractors and parties, if any, who are retained by Developer to satisfy the obligations of Developer under this Agreement, provide and maintain the same minimum insurance coverage required of Developer hereunder. Developer agrees to monitor and review all such coverage of its retained subcontractors and third parties, if any, and assumes all responsibility for ensuring that such coverage is provided and maintained in conformity with the requirements of this section. Developer agrees that upon request, all agreements with any subcontractor or third party retained to satisfy the obligations of Developer hereunder will be submitted to City for its review to ensure the requirements of this Section 10 are complied with.
11. Developer agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, architect, engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Developer's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Developer.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Developer ninety (90) days advance written notice of such change. If such change results in additional cost to the Developer, the City will negotiate additional compensation proportional to the increase in costs from the changes in the amounts or types of insurance required by the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Developer acknowledges and agrees that any actual or alleged failure on the part of City to inform Developer of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.

15. Developer will renew the required coverage annually as long as this Agreement has not been canceled or terminated and in the event this Agreement is cancelled or terminated by the City, Developer will renew the required coverages for a period of two (2) years from the date of cancellation or termination except with respect to latent defects which Developer will renew the required coverage for four (4) years from the date of cancellation or termination. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Developer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Developer's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Developer under this Agreement. Developer expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Developer agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Developer for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Developer agrees to provide immediate notice to City of any claim or loss against Developer arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 23, 2022

SUBJECT: ACCEPTANCE OF GRANT DEED EASEMENT FOR SANITARY SEWER PURPOSES OVER THE ALLEY AT THE REAR OF 7931 LAMPSON AVENUE

REPORT IN BRIEF:

The City Engineer recommends that the City Council accept the grant deed easement for sanitary sewer purposes from the Garden Grove Sanitary District located over the alley at the rear of 7931 Lampson Avenue (APN 131-361-12).

RECOMMENDED ACTION:

1. City Council accept the grant deed easement for sanitary sewer purposes from the Garden Grove Sanitary District; and
2. Authorize the Mayor and City Clerk to sign the Certificate of Acceptance for the grant deed easement; and
3. Authorize the City Clerk to submit the grant deed easement for sanitary sewer purposes to the Orange County Clerk-Recorder for recordation; and
4. Declare that the project is categorically exempt under the California Environmental Quality Act, Sections 15378 and 15060(c)(3) because acceptance of an offer of dedication for an existing facility does not have potential for resulting in either a direct physical change in the environment and is not a project in accordance with CEQA.

BACKGROUND:

During grading and improvement plan checking of the Bonanni Development's Cloud House Project at 12345 Beach Boulevard and 12435 Beach Boulevard (APNs 131-361-09 and -10), it was discovered the rear alley connecting the 12345 Beach Boulevard parcel with Lampson Avenue has a sanitary sewer easement over it dedicated to Garden Grove Sanitary District (GGSD). The existing sanitary sewer easement crosses through the rear of 12435 Beach Boulevard (APN 131-361-10) and 7931 Lampson Avenue (APN 131-361-12).

Bonanni Development's project civil engineer contacted GGSD regarding sewer plan checking requirements. Upon review of the proposed development plans, GGSD requested that the sanitary sewer easement within the limits of Bonanni Development's project (APNs 131-361-09 and -10) be quitclaimed to Bonanni Development, and the portion of sanitary sewer easement within the 7931 Lampson Avenue parcel (APN 131-361-12) be quitclaimed to the City of Stanton because the alley and sewer is within Stanton city limits and GGSD otherwise has no nearby sewer pipelines.

ANALYSIS/JUSTIFICATION:

The sewer pipeline in Lampson Avenue, which accepts sanitary sewer flows from both 12345 and 12435 Beach Boulevard and 7931 Lampson, is owned by the City. Therefore, the proposed sanitary sewer easement quitclaim from GGSD and dedication to the City of Stanton within the 7931 Lampson Avenue parcel is reasonable and meets with the approval of the City Engineer. The proposed actions would make Bonanni Development legally responsible for the repair and maintenance of the portion of the sanitary sewer line within its property (12345 Beach Boulevard and 12435 Beach Boulevard) and would make the City of Stanton legally responsible for the repair and maintenance of the portion of the sanitary sewer line within the 7931 Lampson Avenue parcel. However, the 2012 Sewer Master Plan already identified this section of sanitary sewer pipeline as being owned and maintained by the City of Stanton.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Sections 15378 and 15060(c)(3) because acceptance of an offer of dedication for an existing facility does not have potential for resulting in either a direct physical change in the environment and is not a project in accordance with CEQA.

LEGAL REVIEW:

The staff report, grant deed easement, and certificate of acceptance have been reviewed by the City Attorney.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

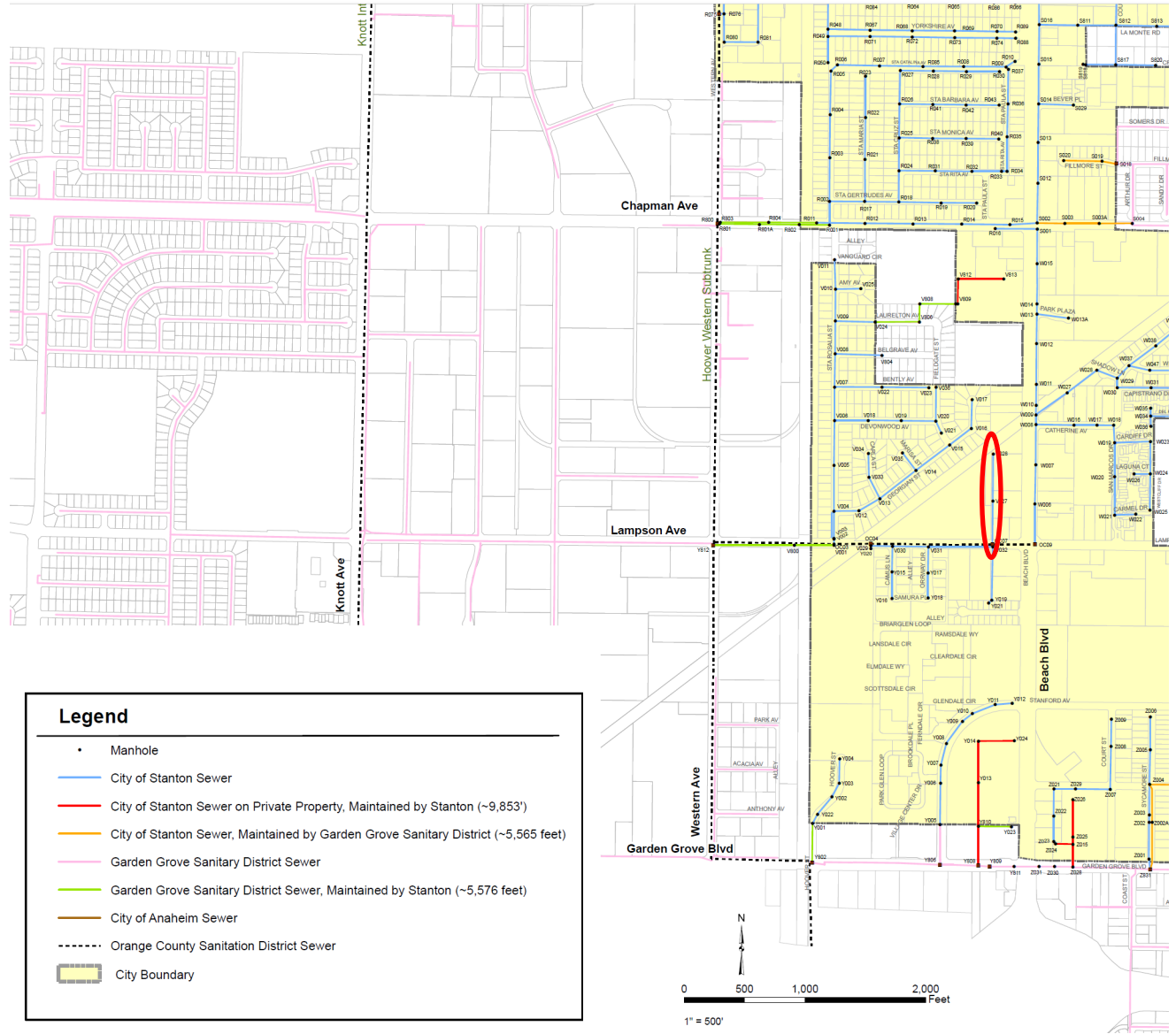
Prepared by: Joe Ames, P.E., T.E.

Approved by: Hannah Shin-Hey-Dorn, City Manager

Attachments:

- A. Certificate of Acceptance
- B. Grant Deed Easement for Sanitary Sewer Purposes
- C. 2012 Sewer Master Plan Map (Excerpt)/Location of Pipe

Attachment 3 – Location of Pipeline



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by deed or grant dated, _____ from the GARDEN GROVE SANITARY DISTRICT, a California special district, to the CITY OF STANTON, a California municipal corporation, is hereby accepted by the undersigned officer on behalf of the Stanton City Council pursuant to authority conferred by Resolution No. _____ of the Stanton City Council, adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

BEING THAT PORTION OF THE EASEMENT IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, GRANTED TO GARDEN GROVE SANITARY DISTRICT, A POLITICAL CORPORATION, AND ACCEPTED BY THE SANITARY BOARD OF THE GARDEN GROVE SANITARY DISTRICT, COUNTY OF ORANGE, STATE OF CALIFORNIA, RESOLUTION NO. 1050, AS DESCRIBED IN THE GRANT DEED RECORDED JANUARY 28, 1956 IN BOOK 4178, PAGE 498, OFFICIAL RECORDS, IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 4 SOUTH, RANGE 11 WEST, RANCHO LOS BOLSAS, LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

PARCEL 2 OF PARCEL MAP NO. 2002-115, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 332, PAGES 16 AND 17 OF PARCEL MAPS, RECORDS OF THE COUNTY RECORDER OF SAID COUNTY.

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

PREPARED BY ME OR UNDER MY DIRECTION.




JEFFREY A. WALDEN, P.L.S. 7914 02-10-2022
DATE



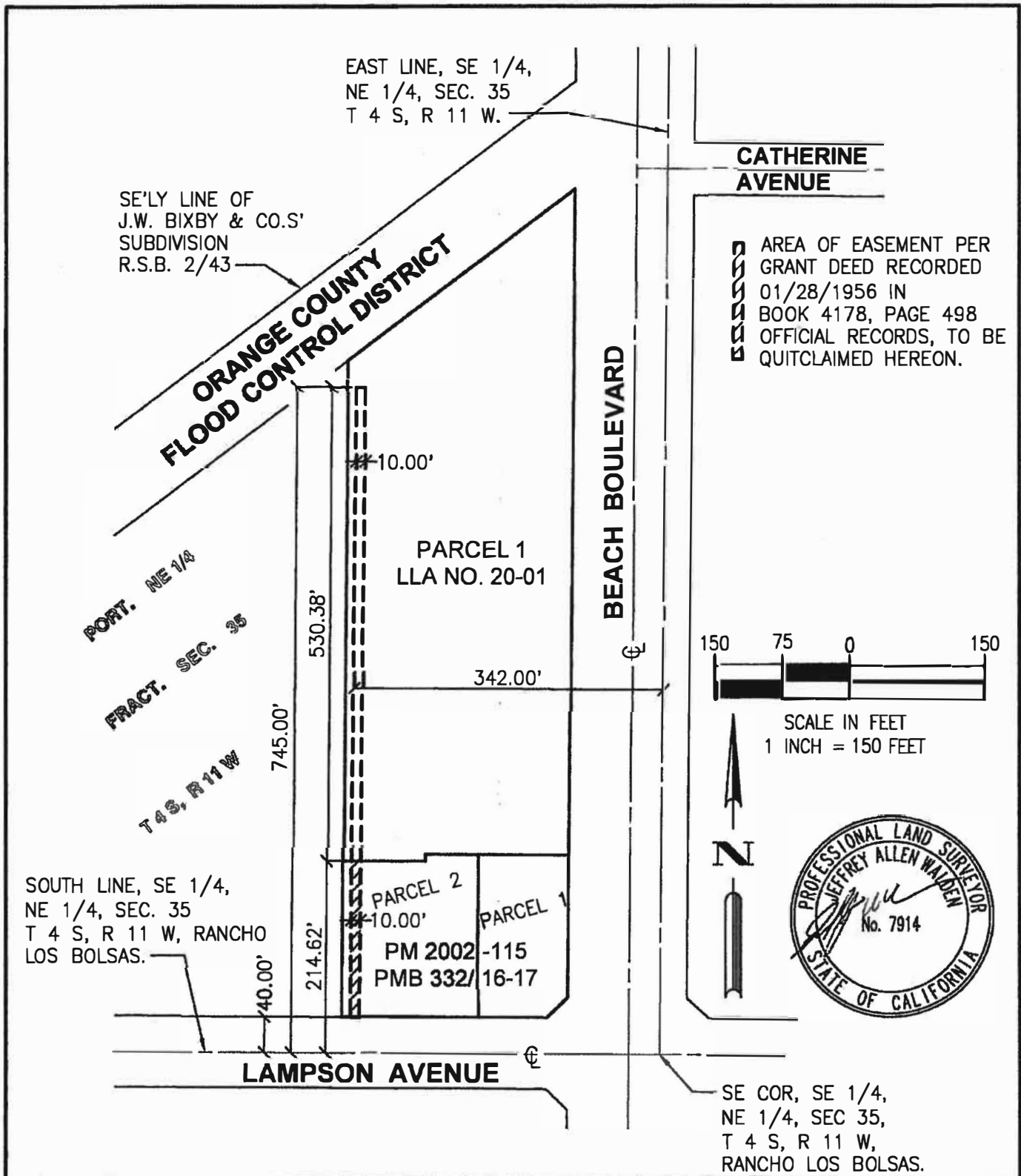
**WALDEN &
ASSOCIATES**
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
2552 WHITE ROAD, SUITE B • IRVINE, CA 92614-6236
(949) 660-0110 FAX: 660-0418

EXHIBIT "A"

SKETCH FOR LEGAL DESCRIPTION FOR QUITCLAIM OF
GARDEN GROVE SANITARY DISTRICT EASEMENT WITHIN
PARCEL 2, PARCEL MAP 2002-115, P.M.B. 332/16-17
CITY OF STANTON, STATE OF CALIFORNIA

W.O. No. 2016-948-001
Engr. B.J.W. Chk'd. S.K.

Date 02/10/2022
Sheet 1 of 1



**WALDEN &
ASSOCIATES**

CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
2552 WHITE ROAD, SUITE B • IRVINE, CA 92614-6236
(949) 660-0110 FAX: 660-0418

EXHIBIT "A"

LEGAL DESCRIPTION FOR QUITCLAIM OF
GARDEN GROVE SANITARY DISTRICT EASEMENT WITHIN
PARCEL 2, PARCEL MAP 2002-115, P.M.B. 332/16-17
CITY OF STANTON, STATE OF CALIFORNIA

W.O. No. 2016-948-001
Eng. B.J.W. Chk'd. S.K.

Date 02/10/2022
Sheet 1 of 1

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 23, 2022

**SUBJECT: RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS
PURSUANT TO AB 361**

REPORT IN BRIEF:

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

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Reconsider the circumstances of the state of emergency; and
3. Find that state or local officials have continued to impose or recommend measures to promote social distancing; and
4. Direct staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency, and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

BACKGROUND:

On October 26, 2021, City Council adopted Resolution 2021-34, which authorized City Staff to conduct remote teleconference meetings of the City Council, Committees, and Commissions under the provisions of AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)). Pursuant to Government Code Section 54953(e)(3), the City Council is required every thirty (30) days to reconsider the circumstances of the state of emergency and determine whether:

- The state of emergency continues to directly impact the ability of the members to meet safely in person, or
- State or local officials continue to impose or recommend measures to promote social distancing.

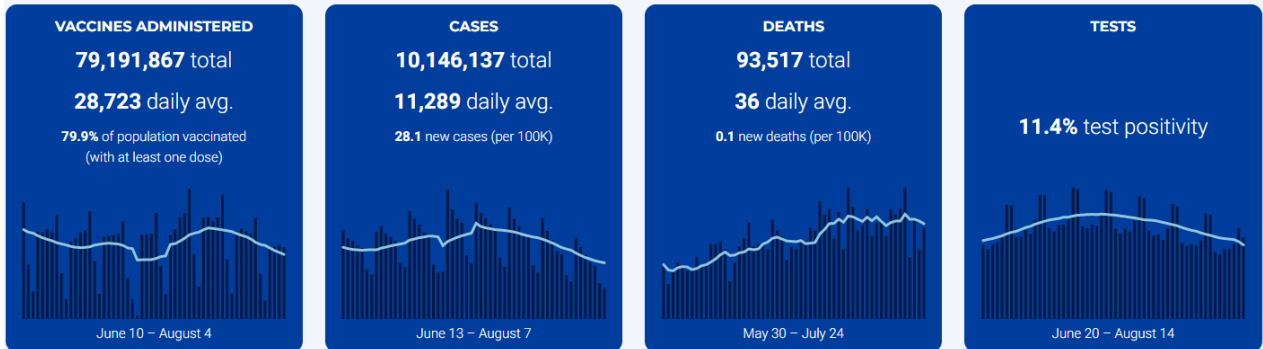
If neither of the two finding options can be made by majority vote, the City Council, Committees, and Commissions will no longer be able to continue holding public meetings by teleconference without compliance to the Ralph M. Brown Act's Section 54953(b)(3). Section 54953(b)(3) imposes notice and access requirements for public meetings conducted via teleconference. Such requirements include identifying in the meeting notice and agenda the teleconference location of each member of the legislative body participating in the meeting and ensuring that each teleconference location be accessible to the public.

It is important to note that having virtual meetings under the provisions of Government Code Section 54953(e)(3) is optional. If the Council wishes, it may continue to meet in-person. In addition, hybrid meetings are permissible. Given that the dynamics of the pandemic and the health crisis are continually changing, the intent of the attached Resolution is to, among other things, allow for the City's Council, Commissions, and Committees to meet virtually in the event of illness, quarantine, or other government measures. If the Council will meet only or partially in-person, it should ensure compliance with the Orange County Health Care Agency's recommendations for local public meetings.

ANALYSIS/JUSTIFICATION:

Currently, the State of California and the County of Orange remain under the state of emergency brought on by the COVID-19 pandemic, particularly with the spread of the Omicron BA.5 Variant. State and local officials are still recommending measures to promote social distancing.

Update for August 16, 2022



Vaccines administered updated August 12, 2022 at 9:36 AM, with data from August 11, 2022.
Cases, deaths, and tests updated August 16, 2022 at 9:36 AM, with data from August 15, 2022.

[Vaccines administered source data](#) and [cases, deaths, and tests source data](#)

[Tracking COVID-19 in California](#)

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

1. Provide a safe community.

PUBLIC NOTIFICATION:

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

Prepared by: Jason Huynh, Management Analyst
Approved by: Hannah Shin-Heydorn, City Manager

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 23, 2022

SUBJECT: CITY COUNCIL APPOINTMENT TO FILL ONE VACANCY ON THE STANTON PLANNING COMMISSION FOR TERM COINCIDING WITH THE CITY COUNCIL ELECTION

REPORT IN BRIEF:

The Council Member holding the seat corresponding to that numbered seat on the Stanton Planning Commission, shall be responsible for appointment of one Commissioner, with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment. Section 2.06.030 of the Stanton Municipal Code requires the submission of applications and interviews prior to appointment to any position.

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. Conduct an interview with each applicant; and
3. Make an appointment to fill seat #5 (Van) on the Stanton Planning Commission.

BACKGROUND AND ANALYSIS:

The Stanton Planning Commission consists of five members who meet twice a month. The functions of the Planning Commission are to prepare, review and revise the general plan, implement the general plan through actions including administration of specific plans and zoning and subdivision ordinances, promote the coordination of local plans and programs, perform other functions as the legislative body provides, including conducting studies and preparing plans other than those required or authorized by this title.

FISCAL IMPACT:

The Planning Commission consists of five members each receiving \$150 per month. The annual budget per Commissioner is \$2,018 (or \$10,090 for all five members), which includes each Commissioner’s stipend and allocated payroll related fees (Medicare tax, unemployment tax, and account maintenance fee for the Public Agency Retirement System).

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notification through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective1: Provide a safe community.

Objective 5: Provide a high quality of life.

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

Prepared by: Patricia A. Vazquez, City Clerk

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Commission Applications – Stanton Planning Commission



7800 Katella Avenue
Stanton, California 90680
www.stantonca.gov

COMMISSION APPLICATION

Application to be considered for the following Commission(s):

- Parks, Recreation & Community Services Commission
- Planning Commission

The City of Stanton requests information from community members who are interested in serving on a City Commission. This request does not constitute an appointment as such appointments are made by the City Council.

Please Note:

1. Information provided on this form is public information and is subject to disclosure and/or distribution; and
2. To qualify for an appointment, you must reside within the City limits and be at least 18 years of age to qualify.

Name: Deborah Donathan

Residence Address: [REDACTED]

Resident of Stanton Since: 2004

Home Phone: [REDACTED] Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: YES NO

Previous Service on any Commission/Board: YES NO

If yes, which commission: N/A When: N/A

Are you available to attend evening meeting: YES NO

Do you presently contract any services or are you otherwise employed by the City:
 YES NO

If so, what is the nature of the contract or employment:
N/A

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I am interested in serving on the committee to continue building this community into a reputable and desirable destination. My qualifications demonstrate a sensibility towards at risk populations and government officials. The diplomacy I can provide will bridge and liaison a climate that serves a win and satisfaction to all parties in the interest of improvement and just conditions in Stanton. As a mother and an Educator, I have served as a watchman over Stanton in my direct vicinity; however, my skills would be better utilized and benefit Stanton with a broader reach and platform.

Have you participated in any community service projects or civic activities? If yes, please list:

My participation in community service projects has been ongoing for the past 25 years in different service capacities. I have provided outreach with my church to underserved communities and within our own storehouse in appreciation to others that serve. Throughout my academic career, I have had the opportunities to provide outreach in the jails, juvenile hall, Meals on Wheels, Helping Hands, Casa Youth Shelter, and many others. My professional career has served Olive Crest Children's Center, Institute for Applied Behavioral Analysis, Department of Children Family Services, Garden Grove School District, and Cypress School District thereby in constant service as a watchman and participation in countless civic and community projects. We have supported Challenger Baseball via Cypress Rotary. I have also served on Kiwanis projects - an Upcoming Project is Kids and Cops.

Please describe your educational background and list any professional or vocational licenses/certificates.

My professional and vocational background constitute a Masters in Education; an undergraduate degree in Social Work; certificates in Drug and Alcohol Studies and a Generalist Counseling Composite; DCFS Children's Social Worker Training, Specialized Trainings from the Institute for Applied Behavioral Analysis with Adults and Children amongst training from the School Districts and SELPA. I have worked for Garden Grove School District as an Intensive Behavioral Instructional Aid, and currently for Cypress School District as a Substitute Teacher.

I am a Registered Behavior Technician for the Behavior Analysis Certification Board and work for ACES - Autism Comprehensive Education Services as well.

My employment has also included Saks Fifth Avenue for 6 years and currently with Metro Inspections, verifying Business Viability and Legitimacy. As such, I possess the savoir faire necessary to work with businesses and community leaders.

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



7/20/22
Date

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE OR ANY ACCOMMODATIONS TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS, PLEASE CONTACT THE OFFICE OF THE CITY CLERK AT (714) 890-4245 OR VIA E-MAIL AT PVAZQUEZ@STANTONCA.GOV AT THE TIME THIS APPLICATION IS SUBMITTED. THIS WILL ENABLE THE CITY TO MAKE RESONABLE ARRANGEMENTS TO ASSURE ACCESSIBILITY TO THE APPLICATION/ SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES FOR WHICH YOU ARE APPLYING.

PLEASE NOTE: Your completed application is subject to public disclosure in accordance with the Public Records Act. Additionally, a person holding a position on a Commission is required to file a Conflict of Interest Statement pursuant to the Political Reform Act and the City of Stanton Conflict of Interest Code, and must obtain formal AB 1234 ethics training within one year of appointment and bi-annually thereafter. These filings are subject to public disclosure.

Return completed application to:
Office of the City Clerk
7800 Katella Avenue
Stanton, CA 90680

or

Via e-mail to: pvazquez@stantonca.gov



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Stanton, California 90680
www.stantonca.gov

COMMISSION APPLICATION

Application to be considered for the following Commission(s):

Parks, Recreation & Community Services Commission Planning Commission

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Name: Jeffrey Jones

Residence Address: [REDACTED]

Resident of Stanton Since: 2008

Home Phone: N/A

Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: YES NO

Previous Service on any Commission/Board: YES NO

If yes, which commission: Public Safety When: Currently

Are you available to attend evening meeting: YES NO

Do you presently contract any services or are you otherwise employed by the City:
 YES NO

If so, what is the nature of the contract or employment:

N/A

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

Retired Orange County Deputy Sheriff and former Code Enforcement Officer. Currently, work part-time for the Coast Community College District. I believe I have a stake in the community and desire to see it developed in a responsible manner with the interests of the residents and business owners being my top priority. With varied experience in public safety, zoning enforcement and education, I believe I would contribute well to the commission and needs of the city.

Have you participated in any community service projects or civic activities? If yes, please list:

Currently serve on the Board of Director's for Crosspoint Village Home Owner's Association as Treasurer. The largest gated community in the City. A volunteer position. The duties resemble that of a Planning Commissioner, in that, the Board is responsible for the coordination of planning, orderly growth, efficient land use and environmental protection within the 500 unit community.

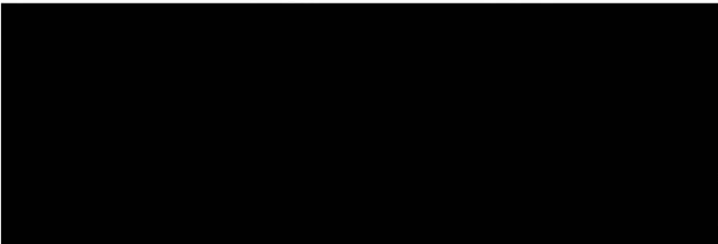
Commission Application

Please describe your educational background and list any professional or vocational licenses/certificates.

BA degree from California State University- Fullerton
Advanced POST Certificate
Prior ICC Certified Zoning Inspector
Prior certified Code Enforcement Officer

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



07/01/2022

Date

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Return completed application to:
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Stanton, CA 90680

or

Via e-mail to: pvazquez@stantonca.gov



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COMMISSION APPLICATION

Application to be considered for the following Commission(s):

Parks, Recreation & Community Services Commission Planning Commission

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Name: Peter Thao Nguyen

Residence Address: [REDACTED]

Resident of Stanton Since: September 1999

Home Phone: _____ Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: YES NO

Previous Service on any Commission/Board: YES NO

If yes, which commission: _____ When: _____

Are you available to attend evening meeting: YES NO

Do you presently contract any services or are you otherwise employed by the City:
 YES NO

If so, what is the nature of the contract or employment:

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I'm interested in serving on the Planning Commission because I have a strong belief in community and I want to utilize all of my skill and experience to make a difference. I'm a great team player, a quick learner and I have a tremendous desire to join the team.

Have you participated in any community service projects or civic activities? If yes, please list:

I have served as board member in my community for over 10 years. I am the president of Serena Homeowner Association and my duty is to help my 84 neighbors to live in a safe, clean and harmony community.

Please describe your educational background and list any professional or vocational licenses/certificates.

Bachelor of Arts - Management Information Systems
Board member of Serena Homeowner Association
Integration Specialist - programmer
Catechist at St. Polycarp Church

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



Signature

07-17-2022

Date

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE OR ANY ACCOMMODATIONS TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS, PLEASE CONTACT THE OFFICE OF THE CITY CLERK AT (714) 890-4245 OR VIA E-MAIL AT PVAZQUEZ@STANTONCA.GOV AT THE TIME THIS APPLICATION IS SUBMITTED. THIS WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ASSURE ACCESSIBILITY TO THE APPLICATION/ SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES FOR WHICH YOU ARE APPLYING.

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COMMISSION APPLICATION

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Please Note:

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2. To qualify for an appointment, you must reside within the City limits and be at least 18 years of age to qualify.

Name: DeWayne Allen Normand

Residence Address: [REDACTED]

Resident of Stanton Since: 1975

Home Phone: [REDACTED]

Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: YES NC

Previous Service on any Commission/Board: YES NO

If yes, which commission: Parks & Recs When: 2019-current

Are you available to attend evening meeting: YES NO

Do you presently contract any services or are you otherwise employed by the City:
 YES NO

If so, what is the nature of the contract or employment:

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I am very interested in the growth and future of Stanton. Living in this city since 1975 has given me a unique experience of knowing what was, is and what we can be. After serving on Parks and Recs for the last few years, I feel I am prepared to offer a wider perspective for the planning commission and the future of Stanton

Have you participated in any community service projects or civic activities? If yes, please list:

Several, Parks and recs event, numerous city meetings, events and planning perspectives. I am devoted to our city and am always looking for opportunities to be involved. Likely many I have been involved in that I am unable to list but I am always available when the time presents itself

Please describe your educational background and list any professional or vocational licenses/certificates.

I graduated high school locally at Rancho Alamitos in 87, went into the Marines and then into several colleges for IT administration, Networking and Management. I currently attended Kaplan University and Purdue Global University

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.

[Redacted Signature]

Signature

06/30/2022

Date

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE OR ANY ACCOMMODATIONS TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS, PLEASE CONTACT THE OFFICE OF THE CITY CLERK AT (714) 890-4245 OR VIA E-MAIL AT PVZQUEZ@STANTONCA.GOV AT THE TIME THIS APPLICATION IS SUBMITTED. THIS WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ASSURE ACCESSIBILITY TO THE APPLICATION/ SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES FOR WHICH YOU ARE APPLYING.

PLEASE NOTE: Your completed application is subject to public disclosure in accordance with the Public Records Act. Additionally, a person holding a position on a Commission is required to file a Conflict of Interest Statement pursuant to the Political Reform Act and the City of Stanton Conflict of Interest Code, and must obtain formal AB 1234 ethics training within one year of appointment and bi-annually thereafter. These filings are subject to public disclosure.

Return completed application to:

Office of the City Clerk
7800 Katella Avenue
Stanton, CA 90680

or

Via e-mail to: pvazquez@stantonca.gov



7800 Katella Avenue
Stanton, California 90680
www.stantonca.gov

COMMISSION APPLICATION

Application to be considered for the following Commission(s):

Parks, Recreation & Community Services Commission Planning Commission

The City of Stanton requests information from community members who are interested in serving on a City Commission. This request does not constitute an appointment as such appointments are made by the City Council.

Please Note:

1. Information provided on this form is public information and is subject to disclosure and/or distribution; and
2. To qualify for an appointment, you must reside within the City limits and be at least 18 years of age to qualify.

Name: Helen Sanchez

Residence Address: [REDACTED]

Resident of Stanton Since: 1995

Home Phone: [REDACTED] Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: YES NC

Previous Service on any Commission/Board: YES NO

If yes, which commission: _____ When: _____

Are you available to attend evening meeting: YES NO

Do you presently contract any services or are you otherwise employed by the City:
 YES NO

If so, what is the nature of the contract or employment:

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I have always been interested in serving my community of Stanton. I have lived in Stanton over 25 years and have previously served on the Stanton Youth Action Alliance when it originally formed on community events from events pertaining to the recreation facilities, recreation and youth services (after-school programs), and community events (Easter Egg Hunt, Halloween festival, etc). I have also been previously an engineer for the Environmental Protection Agency (EPA) and bring along experience.

Have you participated in any community service projects or civic activities? If yes, please list:

Yes, I had been a part of the Stanton Youth Action Alliance about 15 years ago. I also volunteered heavily my time in the Christmas Toy FireTruck Giveaways, Halloween festivities, Easter Egg Hunt, and after-school programs at the Stanton Recreation Community Center. Also, currently I serve as a board member of the Stanton Community Foundation.

Please describe your educational background and list any professional or vocational licenses/certificates.

I have a B.S in Chemical Engineering from UCI, M.S in Environmental Science from CSULA, and a Ph.D in Civil & Environmental Engineering from UCLA.

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



Signature

7/20/22

Date

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE OR ANY ACCOMMODATIONS TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS, PLEASE CONTACT THE OFFICE OF THE CITY CLERK AT (714) 890-4245 OR VIA E-MAIL AT PVZQUEZ@STANTONCA.GOV AT THE TIME THIS APPLICATION IS SUBMITTED. THIS WILL ENABLE THE CITY TO MAKE RESONABLE ARRANGEMENTS TO ASSURE ACCESSIBILITY TO THE APPLICATION/ SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES FOR WHICH YOU ARE APPLYING.

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COMMISSION APPLICATION

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Parks, Recreation & Community Services Commission Planning Commission

The City of Stanton requests information from community members who are interested in serving on a City Commission. This request does not constitute an appointment as such appointments are made by the City Council.

Please Note:

1. Information provided on this form is public information and is subject to disclosure and/or distribution; and
2. To qualify for an appointment, you must reside within the City limits and be at least 18 years of age to qualify.

Name: Elizabeth Wiktor

Residence Address: [REDACTED]

Resident of Stanton Since: 1991

Home Phone: _____ Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: YES NO

Previous Service on any Commission/Board: YES NO

If yes, which commission: _____ When: _____

Are you available to attend evening meeting: YES NO

Do you presently contract any services or are you otherwise employed by the City:
 YES NO

If so, what is the nature of the contract or employment:

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

Serving on the City of Stanton Planning Commission
provides me an opportunity to share my experience and
knowledge in making the future of our community grow
and prosper. I am a successful small business owner along
with my husband in the diesel service field and have
worked establishing a relationship with city planning
over →

Have you participated in any community service projects or civic activities? If yes, please list:

I am a proud member of the City of Stanton
"Neighborhood watch Program" for District 1.
I have participated in community forums including
for both Stanton Central Park and the Norm Ross Sports
Complex. Having two daughters has given me an
opportunity to support and participate in the many
over →

1. and local government including the CUP process in the past. I have a good understanding of the importance of process and regulations that are governed by local ordinances.

Stanton is in on the threshold of much larger growth beyond the current development of both new housing and businesses.

I would like to be part of the planning and development of our community and guide the direction set by the City Council.

I am willing to do the work and invest the time to help the city. It would be an honor to serve on the Stanton Planning Commission and thank you for your consideration.

2. wonderful citywide events. I have volunteered to help with local food drives held in Stanton Park on Saturdays and assisted in neighborhood cleanup projects. I also believe that my family can expand our volunteer activities within the community and personally attend more City Council meetings.

Please describe your educational background and list any professional or vocational licenses/certificates.

Community college, I worked as a Pharmacy
Tech for 15 years. I have taken Real Estate
classes, running a small business in the
automotive industry.

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



7-20-22
Date

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE OR ANY ACCOMMODATIONS TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS, PLEASE CONTACT THE OFFICE OF THE CITY CLERK AT (714) 890-4245 OR VIA E-MAIL AT PVZQUEZ@STANTONCA.GOV AT THE TIME THIS APPLICATION IS SUBMITTED. THIS WILL ENABLE THE CITY TO MAKE RESONABLE ARRANGEMENTS TO ASSURE ACCESSIBILITY TO THE APPLICATION/ SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES FOR WHICH YOU ARE APPLYING.

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Stanton, CA 90680
or
Via e-mail to: pvazquez@stantonca.gov

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 23, 2022

SUBJECT: POLICY REVIEW RELATED TO REQUESTS FOR FEE WAIVERS FOR USE OF CITY FACILITIES, CITY SPONSORSHIPS, AND USE OF CITY-OWNED EQUIPMENT

REPORT IN BRIEF:

To ensure the consistent application of City policies across all stakeholders to promote transparency, equity, efficiency, and appropriateness in the use of City facilities, City sponsorships, and City-owned equipment, Council will review existing City policies and provide direction for the development of new policies.

RECOMMENDED ACTIONS:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Provide direction to City staff on updates to existing policies and the development of new policies.

BACKGROUND:

A City policy is a memorialized set of guidelines intended to direct decisions and actions in alignment with the Council's stated goals and priorities.

City policies promote:

- Transparency.
 - All stakeholders (applicants, staff, Council) have access to documented standards and expectations.
 - Transparency provides insight into how the City allocates resources.
 - Transparency promotes public trust and confidence in City operations.
- Equity.
 - Any eligible stakeholder should have the same access to designated City resources.
 - Equity seeks to promote fair and impartial behavior.
 - Equity provides equal access to resources throughout a community.

- Efficiency.
 - Staff understands the documented decision-making process and implements consistently.
 - Efficiency seeks to reduce uncertainty and subjectivity during routine operations.
 - Efficiency promotes greater productivity in City operations.
- Appropriateness.
 - City resources are utilized as authorized by the City Manager and Council and not in conflict with any local, state, or federal laws or regulations.
 - Appropriateness ensures City resources are allocated in a manner that is of benefit to the community as a whole rather than an individual.
 - Appropriateness reduces risk and liability for the City.

ANALYSIS/JUSTIFICATION:

City Administrative Policy – Fee Waiver Guidelines for Facility Use Permits

The City recognizes the value of partnering with other agencies and organizations in providing services that benefit the community and its residents. In an effort to provide support for organizations providing valuable community services that the City would otherwise not provide or is unable to provide, the Fee Waiver Guidelines for Facility Use Permits Policy has been established for determining when facility use permit fees may be waived. For the reasons stated above, staff is proposing the following substantive updates to the Policy (Attachment A):

- Broaden policy to include Special Event Permit fees (per Municipal Code Section 20.540) and those fees associated with parades, athletic events, and public assemblies (per Municipal Code Section 14.06).
- Include instructions on when and how to request a waiver.
- Remove all references to “co-sponsor” (to be addressed in separate policy).
- Document the Council will establish an annual fee waiver amount (maximum fees waived) that will be administered by the City Manager.

City Administrative Policy – City Sponsorship Program

The City recognizes that sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. The Sponsorship Program sets forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs. The Sponsorship Program is presented for Council review and discussion (Attachment B).

The goals and objectives of the Policy as drafted are as follows:

- Promote the City as a desirable place to live, visit and do business.
- Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.
- Enhance the quality of life and well-being of the citizenry.
- Advance the City's commitment to and pride in being a multicultural community.
- Encourage the development of neighborhood identity and pride.

The general requirements, eligibility criteria, and conditions of the Policy as drafted are as follows:

1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax exempt status.
2. The special event, community project or program supports the aforementioned goals and objectives.
3. Funds are not to be used for operational costs.
4. Sponsorship request is to be no more than 25% of program/event budget. If sponsorships are in-kind, value of the in-kind items may not equal more than 25% of the program/event budget.
5. Event and promotion must take place within City limits.
6. Sponsorship request must be submitted at least ten (10) business days before the date that any event is scheduled to take place.
7. The recipient of sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
8. The nonprofit corporation must be ready, willing and able to enter a contractual agreement for sponsorship with the City and provide a certificate of liability insurance or proof of self-insurance, if applicable.
9. The nonprofit corporation must cover the full repair or replacement cost of any damages to City facility or equipment (outside of normal wear and tear) used as part of in-kind services.
10. The nonprofit corporation must comply with all City rules and regulations.
11. The nonprofit corporation must not be in active litigation against the City or otherwise have a claim against the City.
12. The purpose of the special event, community project, or program is not organized around political or religious themes but serves as a benefit to the City as a whole.

13. The special event, community project or program may not be a fundraiser. Fundraising events are defined as:
 - a. Events that require participants to fundraise in addition to an entry fee for participating in the event (e.g., races, walkathons, marathons);
 - b. Events that have an entry fee without any component that includes free or greatly reduced admission; and
 - c. Events that require participants to pay an entrance fee or “purchase” a table.
14. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation. Further, the organization must agree to conform to the requirements of the Americans with Disabilities Act.
15. Organization must provide a presentation to the City Council within 60 days after the program or project is completed sharing the outcomes and benefits to the community as a whole.

City Administrative Policy – Use of City-Owned Equipment

Staff proposes prohibiting the use City-owned equipment except for in-kind sponsorships as may be requested as part of the City Sponsorship Program Policy (Attachment C).

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions. Staff recommends Council approve an annual fee waiver limit, sponsorship/in-kind limit, and damaged equipment replacement and repair limit (if appropriate).

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

Reviewed by the City Attorney.

PUBLIC NOTIFICATION:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

- 4 – Ensure fiscal stability and efficiency in governance.
- 5 – Provide a high quality of life.
- 6 – Maintain and promote a responsive, high quality and transparent government.

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

Attachments:

- A. Fee Waiver Policy
- B. City Sponsorship Policy
- C. Use of City Owned Equipment Policy

CITY OF STANTON ADMINISTRATIVE POLICY	Number V-5-4
	Date TBD
SUBJECT: Fee Waiver Guidelines For Facility Use Permits and Special Event Permits	Authority City Council
	Administrator Community Services Community Development
<p><u>PURPOSE:</u></p> <p><i>The City of Stanton recognizes the value of partnering with other agencies and organizations in providing services that benefit the community and its residents. In an effort to provide support for organizations providing valuable community services that the City would otherwise not provide or is unable to provide, the following guidelines have been established for determining when facility use permit fees and special event permit fees may be waived.</i></p> <p><u>GENERAL REQUIREMENTS, ELIGIBILITY CRITERIA, AND CONDITIONS:</u></p> <p>Facility Use Permit fees may be waived by the Director of Community Services or his/her designee, if the applicant requests a fee waiver under one of the following categories and the appropriate criteria are met.</p> <p>Special Event Permit fees (per Municipal Code Section 20.540) and those fees associated with parades, athletic events, and public assemblies (per Municipal Code Section 14.06) may be waived by the Director of Community Development or his/her designee, if the applicant requests a fee waiver under one of the following categories and the appropriate criteria are met.</p> <p>The Council shall establish an annual fee waiver amount that will be administered by the City Manager.</p> <p>In order to request a waiver, the applicant must submit a written request to the Community Services Director and/or Community Development Director requesting the fee waiver and identifying qualifying criteria. The written request must be submitted a minimum of ten (10) business days in advance of the requested date.</p> <ol style="list-style-type: none"> I. City of Stanton function and/or event, State of Local Agency, Unified School District entity that serves the Stanton Community, O.C.F.A. and O.C.S.D. <ol style="list-style-type: none"> A. Organizations that have a cooperative working relationship/agreement with the City of Stanton. II. Non-profit based in the City of Stanton. <ol style="list-style-type: none"> A. Must be a valid 501(c)3 with a City of Stanton address. Acceptable proof of status includes an IRS determination letter, placement in the IRS's Exempt Organization List, or religious organization categorization as defined by the IRS. B. Event must abide by all City rules and regulations. 	

III. Non-profit providing direct positive benefit to the Stanton Community.

- A. Must be a valid 501 (c)3. Acceptable proof of status includes an IRS determination letter, placement in the IRS's Exempt Organization List, or religious organization categorization as defined by the IRS.
- B. Event must abide by all City rules and regulations.

For all uses, the following standards will apply:

- 1. Good cause exists that fees would be a burden on the organization. A certificate of insurance or statement of self-insurance and hold harmless agreement must be provided by the permittee. The City of Stanton must be indemnified and named as additional insured; amount of certificate must be at or exceed \$1 million in liability.**
- 2. Scheduling and use of facilities are subject to availability.**
- 3. Reasonable steps shall be made by permittee to minimize impacts to City facilities, programs and residents.**
- 4. Staff costs and/or Security Guard costs/fees will not be waived.**
- 5. A refundable security deposit will not be waived.**
- 6. Only one approved fee waiver allowed per non-profit, per fiscal year.**
- 7. The Director may, at their discretion, place conditions upon the permit to minimize impacts to facilities or costs to the City or to restore facilities used to pre-event condition.**

Appeals:

All decisions of the Director may be appealed to the City Manager for review.

CITY OF STANTON ADMINISTRATIVE POLICY	Number V-5-43
SUBJECT: Fee Waiver Guidelines For Facility Use Permits <u>and</u> <u>Special Event Permits</u>	Date <u>TBD4/8/09</u> Authority City Council Administrator <u>Community ServicesParks- & Recreation</u> <u>Community Development</u>
<p><u>PURPOSE:</u></p> <p><i>The City of Stanton recognizes the value of partnering with other agencies and organizations in providing services that benefit the community and its residents. In an effort to provide support for organizations providing valuable community services that the City would otherwise not provide or is unable to provide, the following guidelines have been established for determining when facility use permit fees <u>and special event permit fees</u> may be waived.</i></p> <p><u>GENERAL REQUIREMENTS, ELIGIBILITY CRITERIA, AND CONDITIONS:</u></p> <p>Fees charged for the use of City facilities (Facility Use Permit Fees) may be waived by the Director of <u>Community ServicesParks & Recreation</u> or his/her designee, if the applicant requests a fee waiver under one of the following categories and the appropriate criteria are met.</p> <p><u>Special Event Permit fees (per Municipal Code Section 20.540) and those fees associated with parades, athletic events, and public assemblies (per Municipal Code Section 14.06) may be waived by the Director of Community Development or his/her designee, if the applicant requests a fee waiver under one of the following categories and the appropriate criteria are met.</u></p> <p><u>The Council shall establish an annual fee waiver amount that will be administered by the City Manager.</u></p> <p><u>In order to request a waiver, the applicant must submit a written request to the Community Services Director and/or Community Development Director requesting the fee waiver and identifying qualifying criteria. The written request must be submitted a minimum of ten (10) business days in advance of the requested date.</u></p> <ol style="list-style-type: none"> I. City of Stanton function and/or event, State of Local Agency, Unified School District entity that serves the Stanton Community, O.C.F.A. and O.C.S.D. <ol style="list-style-type: none"> A. Organizations that have a cooperative working relationship/agreement with the City of Stanton. II. Non-profit based in the City of Stanton such as: Boys & Girls Club of Stanton, Church, etc.... <ol style="list-style-type: none"> A. Must be a valid 501(c)3 with a City of Stanton address. <u>Acceptable proof of status</u> 	

includes an IRS determination letter, placement in the IRS's Exempt Organization List, or religious organization categorization as defined by the IRS.

~~B.~~—Event must abide by fall-within all City's rules and regulations.

~~C.B.~~ Appropriate City recognition as co-sponsor.

III. Non-profit providing direct positive benefit to the Stanton Community.

A. Must be a valid 501 (c)3. Acceptable proof of status includes an IRS determination letter, placement in the IRS's Exempt Organization List, or religious organization categorization as defined by the IRS.

~~B.~~—Event must abide by fall-within all City's rules and regulations.

~~C.B.~~ Appropriate City recognition as co-sponsor.

For all uses, the following standards will apply:

1. **Good cause exists that fees would be a burden on the organization. A certificate of insurance or statement of self-insurance and hold harmless agreement must be provided by the permittee. The City of Stanton must be indemnified and named as additional insured; amount of certificate must be at or exceed \$1 million in liability.**
2. **Scheduling and use of facilities are subject to availability.**
3. **Reasonable steps shall be made by permittee to minimize impacts to City facilities, programs and residents.**
4. **Staff costs and/or Security Guard costs/fees will not be waived.**
5. **A refundable security deposit will not be waived.**
6. **Only one approved fee waiver allowed per non-profit, per fiscal year.**
7. **The Director may, at his-their discretion, place conditions upon the permit to minimize impacts to facilities or costs to the City or to restore facilities used to pre-event condition.**

Appeals:

All decisions of the Director may be appealed to the City Manager for review.

CITY OF STANTON ADMINISTRATIVE POLICY	Number V-X-X
	Date TBD
SUBJECT: City Sponsorship Program	Authority City Council
	Administrator City Manager's Office
<p><u>PURPOSE:</u></p> <p><i>The City of Stanton recognizes that sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. The purpose of this sponsorship policy is to set forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.</i></p> <p><u>GOALS AND OBJECTIVES:</u></p> <p>Sponsorship of funds or in-kind services (including, but not limited to full-time or part-time staff, marketing and communications, equipment or other services) will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:</p> <ul style="list-style-type: none"> • Promote the City as a desirable place to live, visit and do business. • Promote the City as a visitor destination and/or bring tourism-associated revenue to the City. • Enhance the quality of life and well-being of the citizenry. • Advance the City's commitment to and pride in being a multicultural community. • Encourage the development of neighborhood identity and pride. <p>The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the special event, community project or program has on the community-at-large. Special attention is paid to sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.</p> <p>The Council shall establish an annual sponsorship/in-kind services budget that will be administered by the City Manager.</p> <p><u>GENERAL REQUIREMENTS, ELIGIBILITY CRITERIA, AND CONDITIONS:</u></p> <p>The applicant for sponsorship of funds or in-kind services for special events, community projects or programs must meet all the following requirements, eligibility criteria, and conditions:</p>	

1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax exempt status. Acceptable proof of status includes an IRS determination letter, placement in the IRS's Exempt Organization List, or religious organization categorization as defined by the IRS.
2. The special event, community project or program supports the aforementioned goals and objectives.
3. Funds are not to be used for operational costs.
4. Sponsorship request is to be no more than 25% of program/event budget. If sponsorships are in-kind, value of the in-kind items may not equal more than 25% of the program/event budget.
5. Event and promotion must take place within City limits.
6. Sponsorship request must be submitted at least ten (10) business days before the date that any event is scheduled to take place.
7. The recipient of sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
8. The nonprofit corporation must be ready, willing and able to enter a contractual agreement for sponsorship with the City and provide a certificate of liability insurance or proof of self-insurance, if applicable.
9. The nonprofit corporation must cover the full repair or replacement cost of any damages to City facility or equipment (outside of normal wear and tear) used as part of in-kind services.
10. The nonprofit corporation must comply with all City rules and regulations.
11. The nonprofit corporation must not be in active litigation against the City or otherwise have a claim against the City.
12. The purpose of the special event, community project, or program is not organized around political or religious themes but serves as a benefit to the City as a whole.
13. The special event, community project or program may not be a fundraiser. Fundraising events are defined as:
 - a. Events that require participants to fundraise in addition to an entry fee for participating in the event (e.g., races, walkathons, marathons);
 - b. Events that have an entry fee without any component that includes free or greatly reduced admission; and
 - c. Events that require participants to pay an entrance fee or "purchase" a table.
14. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation. Further, the organization must agree to conform to the requirements of the Americans with Disabilities Act.
15. Organization must provide a presentation to the City Council within 60 days after the program or project is completed sharing the outcomes and benefits to the community as a whole.

City Sponsorship Program Agreement Acceptance of Requirements, Eligibility, Criteria, and Conditions

PURPOSE:

The City of Stanton recognizes that sponsorships play an important role in supporting our community, as well as to promote the tourism and economic development efforts of the City. The purpose of this sponsorship policy is to set forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.

GOALS AND OBJECTIVES:

Sponsorship of funds or in-kind services (including, but not limited to full-time or part-time staff, marketing and communications, equipment or other services) will be considered for special events, community projects or programs designed to accomplish one or more of the following goals and objectives:

- Promote the City as a desirable place to live, visit and do business.
- Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.
- Enhance the quality of life and well-being of the citizenry.
- Advance the City's commitment to and pride in being a multicultural community.
- Encourage the development of neighborhood identity and pride.
- Promote cultural and artistic awareness among the citizenry.

The granting of City funds or in-kind support is evaluated according to the effectiveness and impact the special event, community project or program has on the community-at-large. Special attention is paid to sponsorships that promote the attractiveness of the City as a place to visit and/or live, celebrate the heritage of the City and its environs, and/or enrich the character and quality of life of its citizens.

GENERAL REQUIREMENTS, ELIGIBILITY CRITERIA, AND CONDITIONS:

The applicant for sponsorship of funds or in-kind services for special events, community projects or programs must meet all the following requirements, eligibility criteria, and conditions:

1. The applicant must be a registered nonprofit corporation or 501(c)3 organization with tax exempt status. Acceptable proof of status includes an IRS determination letter, placement in the IRS's Exempt Organization List, or religious organization categorization as defined by the IRS.
2. The special event, community project or program supports the aforementioned goals and objectives.
3. Funds are not to be used for operational costs.
4. Sponsorship request is to be no more than 25% of program/event budget. If sponsorships are in-kind, value of the in-kind items may not equal more than 25% of the program/event budget.
5. Event and promotion must take place within City limits.

6. Sponsorship request must be submitted at least ten (10) business days before the date that any event is scheduled to take place.
7. The recipient of sponsorship funds or in-kind services shall provide the City recognition as a sponsor in exchange for the funds or in-kind services in a method consistent with other sponsors. In no event shall the recognition for in-kind services be less than that provided to other sponsors who have contributed the same total financial or in-kind support.
8. The nonprofit corporation must be ready, willing and able to enter a contractual agreement for sponsorship with the City and provide a certificate of liability insurance or proof of self-insurance, if applicable.
9. The nonprofit corporation must cover the full repair or replacement cost of any damaged City facility or equipment (outside of normal wear and tear) used as part of in-kind services.
10. The nonprofit corporation must comply with all City rules and regulations.
11. The nonprofit corporation must not be in active litigation against the City or otherwise have a claim against the City.
12. The purpose of the special event, community project, or program is not organized around political or religious themes but serves as a benefit to the City as a whole.
13. The special event, community project or program may not be a fundraiser. Fundraising events are defined as:
 - a. Events that require participants to fundraise in addition to an entry fee for participating in the event (e.g., races, walkathons, marathons);
 - b. Events that have an entry fee without any component that includes free or greatly reduced admission; and
 - c. Events that require participants to pay an entrance fee or "purchase" a table.
14. The nonprofit corporation will not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation. Further, the organization must agree to conform to the requirements of the Americans with Disabilities Act.
15. Organization must provide a presentation to the City Council within 60 days after the program or project is completed sharing the outcomes and benefits to the community as a whole.

Two signatures by the appropriate Corporate Officers or Board Members are required.

By signing, I/we agree to the guidelines of the City Sponsorship Program.

Name of Organization

Print Name/Title (Must be President or Vice President)

Signature

Date

Print Name/Title (Must be President or Vice President)

Signature

Date

CITY OF STANTON ADMINISTRATIVE POLICY	Number V-X-X
	Date TBD
SUBJECT: Use of City-Owned Equipment	Authority City Council
	Administrator City Manager's Office
<u>PURPOSE:</u> <i>The purpose of this policy is to set forth guidelines and criteria governing the use of City-owned equipment by any persons or organizations other than designated City employees for official City business.</i> <u>GUIDELINES:</u> The City Council prohibits the use (loaning or renting) of all City-owned equipment by any persons or organizations. This policy does not apply to equipment designated as part of the City's Emergency Operations Plan and part of a mutual aid agreement, while the City's Emergency Operations Center is activated. This policy does not apply to in-kind sponsorship requests as documented in the City Sponsorship Program Policy.	