



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, OCTOBER 22, 2019 - 6:30 P.M.**

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

*The City Council agenda and supporting documentation is made available for public review and inspection during normal business hours in the Office of the City Clerk, 7800 Katella Avenue, Stanton California 90680 immediately following distribution of the agenda packet to a majority of the City Council. Packet delivery typically takes place on Thursday afternoons prior to the regularly scheduled meeting on Tuesday. The agenda packet is also available for review and inspection on the city's website at [www.ci.stanton.ca.us](http://www.ci.stanton.ca.us), at the public counter at City Hall in the public access binder, and at the Stanton Library (information desk) 7850 Katella Avenue, Stanton, California 90680.*

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

Presentation of Certificates of Recognition, honoring the 2019 Citizens' Academy participants for completion of the four week community and leadership development program.

## **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 October 3, 2019 and October 10, 2019, in the amount of \$249,341.38.

## **6C. SEPTEMBER 2019 INVESTMENT REPORT**

The Investment Report as of September 30, 2019 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2019.

## **6D. SEPTEMBER 2019 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of September 30, 2019 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

### **RECOMMENDED ACTION:**

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2019.

## **6E. SB 2 PLANNING GRANTS PROGRAM FUNDS**

The Department of Housing and Community Development (HCD) has issued a Notice of Funding Availability (NOFA) for its Planning Grants Program (PGP) pursuant to provisions of SB 2 (Chapter 364, Statutes of 2017). The City may qualify for funding of up to \$160,000 intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. An executed resolution authorizing application for PGP funds is required to initiate the application process.

### **RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.; and
2. Adopt Resolution No. 2019-45 authorizing the application for and receipt of SB2 planning grant funding, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS".**

## **6F. SEPTEMBER 2019 GENERAL FUND REVENUE AND EXPENDITURE REPORT**

The monthly General Fund Revenue and Expenditure Report as of September 2019 has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D)1 and is being provided to City Council.

### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund Revenue and Expenditure Report as of September 2019.

**END OF CONSENT CALENDAR**

## **7. PUBLIC HEARINGS**

### **7A. JOINT PUBLIC HEARING – MAKING CERTAIN FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33433, ADOPTING THE RELATED SUMMARY REPORT AND APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT WITH KB HOMES COASTAL, INC.**

The Housing Authority owns a certain parcel located at 7455 Katella Avenue. If approved, this Disposition and Development Agreement will provide for the sale of this parcel owned by the Housing Authority to KB Homes for the design and construction of 36 single-family detached residences.

#### **RECOMMENDED ACTION:**

1. City Council and Housing Authority conduct a public hearing; and
2. Declare that the action is not a project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(3) and 15378(b); and
3. Approve Resolution Number 2019-46, making certain findings pursuant to Health and Safety Code 33433, adopting the Summary Report prepared pursuant to Health and Safety Section 33433, approving the sale of certain real property located at 7455 Katella Avenue (APN: 079-371-09) to KB Homes by the Stanton Housing Authority through the Disposition and Development Agreement, entitled:

**"A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON AND THE STANTON HOUSING AUTHORITY APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT WITH KB HOME COASTAL, INC., FOR THE PROPERTY LOCATED AT 7455 KATELLA AVE. (APN 079-371-09) MAKING CERTAIN FINDINGS PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 33433 IN CONNECTION WITH THE SALE OF PROPERTY FORMERLY OWNED BY THE STANTON REDEVELOPMENT AGENCY"; and**

4. Authorize the City Manager / Executive Director to execute any necessary documents to facilitate the sale of the property.

## **7B. CONSIDERATION OF AN ORDINANCE TO ADOPT THE 2019 CALIFORNIA BUILDING AND RELATED MODEL CODES**

California law mandates that the City of Stanton adopt the State approved ordinances and regulations that provide the uniform standards for the various aspects of new building and construction. The 2019 California codes have been prepared and will become effective January 1, 2020. This Ordinance will adopt such California building and related model codes together with the amendments suggested by the Stanton Building Official and Fire Chief.

### **RECOMMENDED ACTION:**

1. City Council conduct a public hearing; and
2. Declare 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
3. Introduce Ordinance No. 1094, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING DIVISION I OF TITLE 16 OF THE STANTON MUNICIPAL CODE PERTAINING TO THE ADOPTION OF THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, CONSISTING OF THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE, THE CALIFORNIA PLUMBING CODE, THE CALIFORNIA MECHANICAL CODE, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA ADMINISTRATIVE CODE, THE CALIFORNIA GREEN BUILDING STANDARDS CODE, THE CALIFORNIA EXISTING BUILDING CODE, THE CALIFORNIA ENERGY CODE, THE CALIFORNIA HISTORICAL BUILDING CODE, AND THE CALIFORNIA REFERENCED STANDARDS CODE; THE INTERNATIONAL SWIMMING POOL AND SPA CODE; AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE, WITH AMENDMENTS THERETO, AND MAKING FINDINGS IN SUPPORT THEREOF”; and**

4. Set said ordinance for adoption at the November 12, 2019 regularly scheduled City Council meeting.

**8. UNFINISHED BUSINESS** **None.**

**9. NEW BUSINESS** **None.**

**10. ORAL COMMUNICATIONS - PUBLIC**

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

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

**11. WRITTEN COMMUNICATIONS** **None.**

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

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

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

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

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

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

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

Currently Scheduled:       None.

**12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING TRAFFIC STUDY ON AND/OR NEAR KATELLA AVENUE AND BRADFORD PLACE**

At the October 8, 2019 City Council meeting, Mayor Pro Tem Ramirez requested that this item be agendaized for discussion.

**RECOMMENDED ACTION:**

City Council provide direction to staff.

**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** in honor and memory of Mr. Edward D. Royce, Sr.

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 Family Resource Center and City Hall, not less than 72 hours prior to the meeting. Dated this 17<sup>th</sup> day of October, 2019.

s/ Patricia A. Vazquez, City Clerk/Secretary

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# Agenda Item: 6B

## CITY OF STANTON ACCOUNTS PAYABLE REGISTER

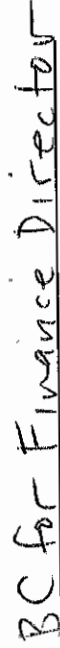
October 3, 2019	\$172,075.49
October 10, 2019	\$77,265.89

\$249,341.38
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Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.

  
\_\_\_\_\_  
City Manager

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

  
\_\_\_\_\_  
Finance Director

# Agenda Item: 6C

## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and City Council

**DATE:** October 22, 2019

**SUBJECT: SEPTEMBER 2019 INVESTMENT REPORT**

#### **REPORT IN BRIEF:**

The Investment Report as of September 30, 2019 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

#### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2019.

#### **BACKGROUND:**

The attached reports summarize the City investments and deposit balances as of September 2019. A summary of the City's investments and deposits is included as Attachment A. The details of the City's investments are shown in Attachment B. The City's cash and investment balances by fund type are presented in Attachment C.

#### **ANALYSIS:**

The City's investments in the State Treasurer's Local Agency Investment Fund (LAIF) and in PFM's California Asset Management Program (CAMP) continue to be available on demand. The effective yield on LAIF for the month of September 2019 was 2.28%. All City investments have safekeeping with Bank of the West. The City's investments are shown on Attachment B and have a weighted investment yield of 2.25%. Including LAIF and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 2.26%, which is below the benchmark LAIF return of 2.28% due to a 205% increase in the LAIF rate over the past two years.

The weighted average maturity of the City's investments on September 2019 is 958 days. Including LAIF and a money market account, it is 478 days. LAIF's average

maturity on September 30, 2019 was approximately 185 days.

With a weighted average maturity of 2.6 years, the City is well within the investment policy restriction of 3.5 years.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's 2019-20 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 \$48.7 million portfolio with \$24.3 million in investments with safekeeping with Bank of the West.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the agenda posting process.


**STRATEGIC PLAN OBJECTIVE ADDRESSED**

4. Ensure Fiscal Stability and Efficiency in Governance


Prepared by:

Reviewed by:

  
\_\_\_\_\_  
Vladimir Barrientos  
Administrative Services Intern

  
\_\_\_\_\_  
Lauren J. Yoon  
Business License Specialist

Approved by:

  
\_\_\_\_\_  
Jarad L. Hildenbrand  
City Manager

**Attachments:**

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

**CITY OF STANTON, CA**  
**INVESTMENTS AND DEPOSITS**  
**September 30, 2019**

Investment Type	Issuer	Date of Maturity	Interest Rate	Cost	% of Total	Market Value	Market Value Source
LAIF and BOW General Acct - City	State of California/ BOW	On Demand	2.28% N/A	\$ 5,350,844	11.00%	\$ 5,359,512	LAIF
State Pool (LAIF) - HA Portion	State of California	On Demand	2.28%	\$ 17,800,005	36.59%	\$ 17,830,282	LAIF
Investments <sup>2</sup>	Various	Various	Various	\$ 24,264,271	49.88%	\$ 24,425,101	Bank of the West
California Asset Management Plan	PFM Asset Management	On Demand	2.22%	\$ 1,231,154	2.53%	\$ 1,231,154	PFM
Subtotal - Investments				\$ 48,646,274	100.00%	\$ 48,846,049	
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	\$ 85,727		\$ 85,727	Bank of the West
Subtotal - Deposits				\$ 85,727		\$ 85,727	

Total Cash Investments and Deposits<sup>3</sup>

478	2.26%
Weighted Average Maturity (days)	Weighted Average Yield

\$ 48,732,001

\$ 48,931,776

<sup>1</sup> Par Value amount represents entire LAIF and CAMP balances, including City, Successor Agency and Housing Authority portions

<sup>2</sup> Cost amount includes \$58,005 adjustment made to City's books at 6/30/17 to adjust portfolio to market value, per GASB 31

<sup>3</sup> Weighted average maturity and yield calculations include LAIF, CAMP and Investments

## NOTES:

The City's portfolio is in compliance with the City's 2018-19 Investment Policy.

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

**CITY OF STANTON  
INVESTMENTS  
SEPTEMBER 2019**

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value
<b>U.S. Government Agency Securities:</b>											
Chandler Asset Management	FHLB	3130AQRJ2	1.65%	2.38%	103.07	11/23/15	12/13/19	NC	200,000	205,698	200,180
Multi-Bank Securities, Inc.	FFCB	3133EGJ22	2.02%	2.00%	99.93	8/9/2019	11/16/2023	8/14/2019	500,000	499,625	500,000
Stifel, Nicolaus & Company, Inc.	FFCB	3133EKT3	2.24%	2.23%	99.95	7/19/2019	7/8/2024	NC	1,000,000	999,500	1,001,950
Canella & Co., Inc.	FAMCA	31422BJE1	2.26%	2.26%	100.00	7/24/2019	7/24/2020	7/24/2020	500,000	496,555	496,555
Canella & Co., Inc.	FAMCA	31422BJE1	2.00%	2.26%	100.24	8/21/2019	7/24/2024	07/24/202	500,000	501,180	496,555
Multi-Bank Securities, Inc.	FHLMC	3134GT2S1	2.01%	2.00%	99.95	8/23/2019	8/23/2024	NC	500,000	499,750	495,860
Stifel, Nicolaus & Company, Inc.	FNMA DUS Balloon	3138LF4Y1	2.03%	1.62%	98.40	8/18/2017	11/1/2021	NC	471,918	464,367	470,280
Multi-Bank Securities, Inc.	FNMA DUS Balloon	3138LFD06	2.38%	2.38%	101.88	9/6/2019	7/1/2023	NC	616,802	630,404	626,438
									4,290,719	4,300,524	4,287,827
<b>Municipal Bonds</b>											
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZF7	2.04%	2.30%	100.75	7/24/2017	8/1/2020	NC	250,000	251,875	250,663
First Empire Securities	Coachella Valley CA Unif School District	189849KY7	2.25%	2.89%	101.65	11/17/2017	8/1/2020	NC	440,000	447,260	443,023
Canella & Co., Inc.	Banning CA RDA SA TAB	068616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	249,398
Multi-Bank Securities, Inc.	Banning CA RDA SA TAB	068616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	249,398
Multi-Bank Securities, Inc.	Pomona CA PFA Lease Bond	73208MCX4	2.25%	2.42%	100.60	6/23/2017	4/1/2021	NC	500,000	503,000	501,435
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.32%	2.51%	100.75	7/24/2017	8/1/2021	NC	350,000	352,625	353,630
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.22%	2.51%	101.09	8/18/2017	8/1/2021	NC	255,000	257,777	257,644
Multi-Bank Securities, Inc.	Guadalupe Community Redevelopment	400559AD2	2.55%	2.25%	99.00	1/8/2018	8/1/2021	NC	225,000	222,750	225,673
Canella & Co., Inc.	Oceanside CA Pension Obligation Bond Taxable	675371AX6	2.03%	3.25%	104.65	8/15/2017	8/15/2021	NC	280,000	293,013	286,294
Canella & Co., Inc.	LA County CA RDA TAB Taxable West Covina S	54465AHF0	2.08%	2.50%	101.67	8/26/2017	9/1/2021	NC	400,000	406,684	404,180
Canella & Co., Inc.	Yorba Linda RDA SA TAB Taxable Series B	986176AQ8	2.00%	2.00%	100.00	8/15/2017	9/1/2021	NC	360,000	360,000	359,572
First Empire Securities	Riverside CA Pension Obligation Bond	789336B59	2.25%	2.50%	101.16	6/20/2017	9/1/2022	NC	500,000	505,800	505,830
First Empire Securities	Riverside CA Pension Obligation Bond	789336B59	2.40%	2.50%	100.45	7/24/2017	9/1/2022	NC	240,000	241,080	242,796
Canella & Co., Inc.	Arvin Community Redevelopment	043288AK5	2.35%	2.50%	100.51	8/8/2019	3/1/2023	NC	275,000	276,400	279,796
Stifel, Nicolaus & Company, Inc.	Stockton CA Redevelopment Agency SA	861403AU7	2.60%	2.50%	99.59	5/1/2019	9/1/2023	NC	250,000	248,975	251,386
Canella & Co., Inc.	Riverside CA Pension Obligation Bond	769036BD5	2.03%	2.75%	103.25	8/28/2019	9/1/2024	NC	250,000	256,120	256,593
Canella & Co., Inc.	Fort Bragg Calif Uni Sch Dist	347026JZ6	2.38%	2.38%	100.56	9/18/2019	8/1/2024	NC	205,000	206,150	204,196
									5,280,000	5,329,809	5,320,450
<b>Negotiable Certificates of Deposit:</b>											
Multi-Bank Securities, Inc.	Direct Federal Credit Union	25460FAQ9	1.75%	1.75%	100.00	5/24/2017	2/24/2020	NC	249,000	249,000	248,893
Canella & Co., Inc.	Community Trust Bank Inc.	20416LAG3	1.85%	1.85%	100.00	8/10/2017	8/18/2020	NC	247,000	247,000	247,104
First Empire Securities	First Bank Richmond	319267GC8	1.80%	1.80%	100.00	6/23/2017	11/23/2020	NC	247,000	247,000	246,998
Multi-Bank Securities, Inc.	Numerica Credit Union	67054NAF0	2.00%	2.00%	100.00	5/30/2017	11/30/2020	NC	249,000	249,000	249,575
First Empire Securities	BMW Bank	05580AGQ1	1.95%	1.95%	100.00	3/10/2017	3/10/2021	NC	248,000	248,000	248,528
First Empire Securities	Landmark Bank	51506VCA9	2.10%	2.10%	100.00	3/29/2017	3/29/2021	9/29/2019	248,000	248,000	248,129
First Empire Securities	Medallion Bank	58403BGF8	2.00%	2.00%	100.00	4/6/2017	4/6/2021	NC	249,000	249,000	249,745
Canella & Co., Inc.	Comerity Capital Bank	20033AU00	2.00%	2.00%	100.00	6/30/2017	6/30/2021	NC	249,000	249,000	249,857
Canella & Co., Inc.	Barclays Bank	08740KKC0	2.00%	2.00%	100.00	7/12/2017	7/12/2021	NC	247,000	247,000	247,862
First Empire Securities	Abacus Federal Savings Bank	00257TAY2	1.95%	1.95%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	249,443
Canella & Co., Inc.	MB Financial Bank	55266CVW3	1.90%	1.90%	100.00	7/21/2017	7/21/2021	NC	247,000	247,000	247,188
First Empire Securities	HSBC Bank USA, NA	40434YHK0	2.15%	2.15%	100.00	7/26/2017	7/26/2021	1/26/2020	247,000	248,000	248,888
First Empire Securities	Third Federal Savings and Loan	88413QBN7	2.00%	2.00%	100.00	7/28/2017	7/28/2021	NC	248,000	248,000	251,236
Multi-Bank Securities, Inc.	State Bank of India	8562846V1	2.35%	2.35%	100.00	3/14/2017	3/14/2022	NC	248,000	248,000	251,236
Multi-Bank Securities, Inc.	Capital One Bank USA	140420Z52	2.35%	2.35%	100.00	3/16/2017	3/16/2022	9/16/2019	249,000	249,000	248,249
Canella & Co., Inc.	JP Morgan Chase Bank NA	48126XD93	2.35%	2.35%	100.00	3/29/2017	3/29/2022	9/29/2019	248,000	248,000	248,060
First Empire Securities	BMO Harris, NA	05581WVK7	2.00%	2.10%	100.12	8/15/2019	4/1/2022	NC	247,000	247,296	249,100
Stifel, Nicolaus & Company, Inc.	Industrial and Commercial Bank of China	45581EAC5	2.10%	2.40%	100.00	5/19/2017	5/19/2022	NC	247,000	247,296	250,782
Canella & Co., Inc.	Synchrony Bank	87166EL96	2.40%	2.10%	100.00	6/9/2017	5/23/2022	NC	150,000	150,000	151,133
First Empire Securities	American Eagle Bank	02564BCN9	2.10%	2.35%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	250,540
Canella & Co., Inc.	Goldman Sachs Bank USA	38148PKX4	2.30%	2.30%	100.00	7/19/2017	7/19/2022	NC	247,000	247,000	250,300
Canella & Co., Inc.	Capital One NA	14042RCN5	2.30%	2.30%	100.00	7/19/2017	7/19/2022	NC	247,000	247,000	248,969
Stifel, Nicolaus & Company, Inc.	TIAA FSB	67270LCM3	2.10%	2.10%	100.00	7/29/2019	7/29/2022	NC	247,000	247,000	248,969

CITY OF STANTON  
INVESTMENTS  
SEPTEMBER 2019

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value
Multi-Bank Securities, Inc. Cantella & Co., Inc	Sallie Mae Bank	7954509B61	2.30%	2.30%	100.00	7/27/2017	8/2/2022	NC	248,000	248,000	251,353
First Empire Securities	American Express Centurion Bank	02687DU47	2.35%	2.35%	100.00	8/3/2017	8/8/2022	NC	247,000	247,000	249,665
First Empire Securities	Fidelity Co-Operative Bank	316077CV6	1.70%	1.70%	99.60	8/4/2017	8/9/2022	8/9/2019	249,000	249,000	249,017
Stifel, Nicolaus & Company, Inc.	American Express Bank, FSB	02687CFU9	2.40%	2.40%	100.00	8/22/2017	8/28/2022	NC	247,000	247,000	250,089
Stifel, Nicolaus & Company, Inc.	Allegiance Bank Texas	01748DBB1	2.65%	2.65%	100.00	4/11/2019	2/14/2023	NC	249,000	249,000	255,703
Multi-Bank Securities, Inc.	Greenstate Credit Union	39573JAF5	1.95%	1.95%	100.00	8/28/2019	3/22/2023	NC	249,000	249,000	250,006
Stifel, Nicolaus & Company, Inc.	First Choice Bank	319461BT5	2.79%	2.79%	99.60	4/12/2019	3/22/2023	8/22/2019	248,000	248,000	248,097
Stifel, Nicolaus & Company, Inc.	Mountain America FCU	62384RAF3	2.84%	3.00%	100.00	4/9/2019	3/27/2023	NC	250,494	250,494	258,843
Stifel, Nicolaus & Company, Inc.	EagleBank	27002YEL6	2.65%	2.65%	100.00	4/30/2019	4/28/2023	NC	249,000	249,000	255,037
Stifel, Nicolaus & Company, Inc.	University of Iowa Community Credit Union	91435LAG2	2.92%	3.05%	100.50	4/25/2019	5/15/2023	NC	249,240	249,240	258,555
Stifel, Nicolaus & Company, Inc.	Merick Bank	99013J7P8	2.60%	2.60%	100.00	4/23/2019	8/23/2023	NC	249,000	249,000	256,054
Stifel, Nicolaus & Company, Inc.	Horizon Bank	44042TBO6	3.10%	1.70%	98.43	7/29/2019	9/29/2023	NC	245,091	245,091	252,162
Stifel, Nicolaus & Company, Inc.	First Technology Federal Credit Union	33716LCJ7	3.35%	3.35%	100.00	9/21/2018	8/27/2023	NC	240,000	240,000	253,846
Stifel, Nicolaus & Company, Inc.	Morgan Stanley, NA	61890UDW7	3.10%	3.10%	100.00	2/7/2019	2/7/2024	NC	246,000	246,000	258,448
Stifel, Nicolaus & Company, Inc.	Morgan Stanley Private Bank	61790AVJ5	3.10%	3.10%	100.00	2/7/2019	2/7/2024	NC	216,000	216,000	218,032
Stifel, Nicolaus & Company, Inc.	Exchange State Bank	301485AH1	2.22%	2.15%	99.70	7/24/2019	2/26/2024	NC	250,000	250,000	260,733
Stifel, Nicolaus & Company, Inc.	Bank Hapoalim B. M.	06251AW48	2.90%	2.90%	100.00	4/24/2019	3/25/2024	NC	246,000	246,000	253,963
Stifel, Nicolaus & Company, Inc.	Healthcare Systems FCU	42228LAD3	2.65%	2.65%	100.00	4/25/2019	3/25/2024	NC	249,000	249,000	258,550
Stifel, Nicolaus & Company, Inc.	Main Street Bank	56085GAG3	2.60%	2.60%	100.00	4/26/2019	4/26/2024	NC	249,000	249,000	258,577
Stifel, Nicolaus & Company, Inc.	Comerstone Community Bank	219240BY3	2.60%	2.60%	100.00	5/17/2019	5/14/2024	NC	249,000	249,000	257,137
Stifel, Nicolaus & Company, Inc.	Bank of New England	08426KBE7	2.65%	2.65%	100.00	5/23/2019	5/23/2024	NC	249,000	249,000	256,216
Stifel, Nicolaus & Company, Inc.	McGregor TX	32112JDA6	2.20%	2.30%	100.47	7/15/2019	6/28/2024	10/15/2019	250,170	250,170	257,137
Cantella & Co., Inc	Silvergate Bank	828373GY0	2.30%	2.30%	100.00	7/15/2019	7/15/2024	5/16/2022	249,000	249,000	249,040
Stifel, Nicolaus & Company, Inc.	Coastal Community & Teachers CU	190437AB1	2.50%	2.50%	100.00	7/16/2019	7/16/2024	NC	247,000	247,000	255,504
Stifel, Nicolaus & Company, Inc.	EnergyBank USA	292781KA7	2.35%	2.35%	100.00	7/22/2019	7/22/2024	NC	249,000	249,000	247,329
Stifel, Nicolaus & Company, Inc.	First National Bank of America	299547AV1	2.25%	2.25%	100.00	7/22/2019	7/22/2024	NC	249,000	249,000	252,648
Cantella & Co., Inc	First National Bank of America	32110YMY8	2.20%	2.20%	100.00	7/22/2019	7/22/2024	NC	248,000	248,000	248,876
Stifel, Nicolaus & Company, Inc.	Suntrust Bank	86789WZ95	2.30%	2.30%	100.00	7/24/2019	7/24/2024	NC	248,000	248,000	248,335
Stifel, Nicolaus & Company, Inc.	Parkside Bank & Trust	70147ACX0	2.25%	2.25%	100.00	7/29/2019	3/28/2022	NC	249,000	249,000	249,065
Cantella & Co., Inc	Security Federal Bank	81423LCN0	2.25%	2.25%	100.00	7/31/2019	7/30/2024	NC	248,000	248,000	248,067
Stifel, Nicolaus & Company, Inc.	First Tier Bank	33766LAJ7	1.95%	1.95%	100.00	8/23/2019	8/23/2024	NC	249,000	249,000	249,120
Stifel, Nicolaus & Company, Inc.	Raymond James Bank NA	75472RAE1	2.00%	2.00%	100.00	8/23/2019	8/23/2024	NC	247,000	247,000	247,692
Multi-Bank Securities, Inc.	Washington Federal Bank	93682BN9	1.85%	1.85%	100.00	8/28/2019	8/25/2024	NC	249,000	249,000	248,105
Stifel, Nicolaus & Company, Inc.	First United Bank and Trust	33742CAM9	2.10%	2.10%	100.00	8/30/2019	8/30/2024	2/28/2020	249,000	249,000	249,314
									14,008,000	14,005,651	14,192,051
									125,000	128,744	125,003
									250,000	249,543	249,978
									250,000	250,000	249,763
									625,000	628,286	624,743
									24,203,719	24,264,271	24,425,101
									11,398.26	11,398.26	-
									24,203,719	24,275,669	24,425,101
									11,594,303	5,350,844	5,359,512
									17,800,005	17,800,005	17,830,282
									1,231,154	1,231,154	1,231,154
									54,829,182	48,557,672	48,846,049

2.25% Weighted Average Yield	958 WAM	days
2.28% Weighted Average Yield	10/1/2019 10/1/2019 10/1/2019	days
2.26% Weighted Average Yield	478 WAM	days

Local Agency Investment Fund (LAIF) - City Portion	2.28%
Local Agency Investment Fund (LAIF) - HA Portion	2.28%
California Asset Management Program (CAMP)	2.22%
Total Investments	
Total Money Market, LAIF and Investments	

Medium-Term Corporate Notes:

Chandler Asset Management  
Cantella & Co., Inc

Subtotal Investments  
Prior Year Adjustment GASS 31  
Investments Held With Bank of the West

State Treasurer's Pool  
State Treasurer's Pool  
PFM

Total Investments

Total Money Market, LAIF and Investments

**CITY OF STANTON**  
**CASH AND INVESTMENT BALANCES BY FUND TYPE**  
**September 30, 2019**

Fund Type	Cash and Investments	Totals
General Fund:		
Pooled and Non-pooled	\$ 14,531,322	
Other Accounts *	1,309,780	\$ 15,841,102
Special Revenue, Capital Projects and Enterprise Funds:		
Gas Tax	60,951	
RMRA	427,901	
Measure M	395,571	
Fire Emergency Services	(147,659)	
Lighting & Median Maint.	1,204,706	
Housing Authority	19,408,419	
Sewer Maintenance	4,126,165	
Other	2,887,294	28,363,349
Internal Service Funds		1,192,855
Trust Funds		3,334,695
<b>Total Cash and Investment Balances</b>		<b>\$ 48,732,001</b>

\* Housing Authority Fund, Imprest Accounts, Petty Cash and Investments



# Agenda Item: 6D

## CITY OF STANTON

### REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

**TO:** Honorable Chair and Members of the Successor Agency

**DATE:** October 22, 2019

**SUBJECT: SEPTEMBER 2019 INVESTMENT REPORT (SUCCESSOR AGENCY)**

#### **REPORT IN BRIEF:**

The Investment Report as of September 30, 2019 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

#### **RECOMMENDED ACTION:**

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of September 2019.

#### **BACKGROUND:**

The attached reports summarize the Successor Agency investments and deposit balances as of September 2019. A summary of the Agency's investments and deposits is included as Attachment A. The Agency's cash balances by fund are presented in Attachment B.

#### **ANALYSIS:**

The Agency's investments in the State Treasurer's Local Agency Investment Fund (LAIF) and California Asset Management Plan (CAMP) continue to be available on demand. The effective yield on LAIF for the month of September 2019 was 2.28%, while the effective yield on CAMP was 2.22%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 2.26%, which is below the benchmark LAIF return of 2.28%, as the portfolio is almost completely liquid and has significant funds held in custodial accounts accruing very little interest.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments at September 30, 2019 is 1 day. LAIF's average maturity at September 30, 2019 is approximately 185 days.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's 2019-20 Investment Policy.

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

**ENVIRONMENTAL IMPACT:**

None

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

  
\_\_\_\_\_  
Vladimir Barrientos  
Administrative Services Intern

Reviewed by:

  
\_\_\_\_\_  
Lauren J. Voon  
Business License Specialist

Approved by:

\_\_\_\_\_  
Jarad L. Hildenbrand  
City Manager

**Attachments:**

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
INVESTMENTS AND DEPOSITS  
September 30, 2019**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Gasb 31 Value	Cost	Market Value	MV Source
								LAIF
LAIF and BOW General Acct	State of California/ BOW	State of California	On Demand	2.34% N/A	\$ 11,594,303	\$ 4,098,376	\$ 4,098,377	LAIF
Clawback - Demand Deposits/Money Market Account	Bank of the West	Bank of the West	On Demand	N/A	3,377,369	3,377,369	3,377,369	Bank of the West
								Bank of the West

Total Cash Investments and Deposits

**\$ 7,475,746 \$ 7,475,747**

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2010 Tax Allocation Bonds (Tax-Exempt)</b>									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$16.85	\$16.85	\$16.85	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$14,093.59	\$14,093.59	\$14,093.59	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$15.21	\$15.21	\$15.21	US Bank
Reserve Account:									
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand	2.28%	\$1,142,311.99	\$1,142,311.99	\$1,142,311.99	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

**\$1,156,438 \$1,156,438**

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2016 Series A and B</b>									
Debt Service Fund:									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$493,479.42	\$493,479.42	\$493,479.42	US Bank
Principle Account:					0.83				
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$151.93	\$151.93	\$151.93	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$16.27	\$16.27	\$16.27	US Bank

Total 2016 Series A and B

\$ 493,648 \$493,647.62

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2016 Series C and D</b>									
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$568,669.70	\$568,669.70	\$568,669.70	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$33.08	\$33.08	\$33.08	US Bank
Principle Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	60.08	\$60.08	\$60.08	US Bank

Total 2016 Series C and D

\$ 568,763 \$568,762.86

### Total Bond Fund Investments and Deposits (3)

\$2,218,848 \$2,218,848

Notes:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY****POOLED CASH BALANCES BY FUND TYPE  
September 30, 2019**

<b>Fund</b>	<b>Cash Balance</b>
712 Redevelopment Obligation Retirement Fund	4,669,292
731 Successor Agency Admin Fund	(570,916)
741 Successor Agency Project Fund	-
741 Cash DDR Clawback	3,377,369

TOTAL CASH BALANCE

**\$ 7,475,746**

# Agenda Item: 6E

## CITY OF STANTON

### REPORT TO CITY COUNCIL

**TO:** Honorable Mayor and Members of the City Council

**DATE:** October 22, 2019

**SUBJECT: SB 2 PLANNING GRANTS PROGRAM FUNDS**

#### **REPORT IN BRIEF:**

The Department of Housing and Community Development (HCD) has issued a Notice of Funding Availability (NOFA) for its Planning Grants Program (PGP) pursuant to provisions of SB 2 (Chapter 364, Statutes of 2017). The City may qualify for funding of up to \$160,000 intended for the preparation, adoption, and implementation of plans that streamline housing approvals and accelerate housing production. An executed resolution authorizing application for PGP funds is required to initiate the application process.

#### **RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.; and
2. Adopt Resolution No. 2019-45 authorizing the application for and receipt of SB2 planning grant funding, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS".**

#### **BACKGROUND:**

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, it included the Building Homes and Jobs Act (SB 2, 2017), which is intended to increase the supply of affordable homes in California. SB 2 is the first permanent source of state funding dedicated to helping local governments increase housing production. The California Department of Housing and Community Development (HCD) is administering the program.

Local governments are eligible to apply for planning grants that can be used on a range of qualifying activities related to streamlining and accelerating housing production. Eligible activities include updates to general and specific plans, updates to zoning ordinances, and process improvements that expedite planning approval for housing development. Jurisdictions have until November 30, 2019, to apply for and receive SB 2 funding.

SB 2 planning grants are non-competitive and a jurisdiction's maximum award is based on population size, as determined by the California Department of Finance. The maximum award amount available to the City of Stanton is \$160,000. The application will be submitted in two parts: 1) \$60,000 for Building Permit Software, 2) \$100,000 for completion of the Town Center Specific Plan.

*Purchasing and installing a building permit software system:* The proposal includes the purchase and installation of a new building permit software system, electronic plan check, and permit center so that applicants and permittees can access their plan checks and permits online. It is anticipated that this new software system will drastically improve efficiencies within the Community Development Department, resulting in faster response times and a more streamlined permit process.

*Town Center Specific Plan:* In 2010, the City initiated a comprehensive, long-range plan for logical growth and to provide the community with certainty of what may be developed in the City's Town Center located in the area at Beach Boulevard and Main Street. The Town Center Specific Plan was intended to be the guiding document to provide policy, regulatory and design guidance for both public and private land. However, the document was never adopted.

The Specific Plan will provide a framework for quality planning and establish development standards and design criteria. The purpose of the Town Center Specific Plan is to: 1) develop a cohesive, long-range plan for logical growth, 2) encourage mixed-use development with a focus on transit and pedestrian mobility, and 3) encourage quality development that is compatible with the surrounding area and the community.

In light of housing needs in California and the increase in new development, requested funding would allow the plan to move forward and be implemented.

#### **ANALYSIS/JUSTIFICATION:**

In order to initiate the application process, HCD requires submittal of an executed resolution authorizing application for, and receipt of PGP funds. If approved for funding, this grant application will be part of a Standard Agreement with HCD.

Should the application be approved, Staff proposes to purchase building permit software from CityTech Solutions, a division of Charles Abbott Associates the City's longtime contract building department. Regarding the specific plan, Staff will prepare a Request for Proposals (RFP) to qualified consultants. Proposals will include tasks, timeline, and costs to prepare an updated Town Center Specific Plan. Following the

selection process to identify the most qualified firm, a contract will be presented to City Council for selection.

**FISCAL IMPACT:**

The building permit software will require annual subscriptions costs of approximately \$30,000, which can be absorbed in the department's annual budget.

It is anticipated that the preparation of the Specific Plan may entail additional funding and these costs will be identified through the RFP with qualified consultants.

**ENVIRONMENTAL IMPACT:**

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

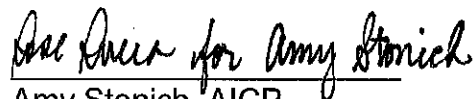
**PUBLIC NOTIFICATION:**

Through the regular agenda posting process.

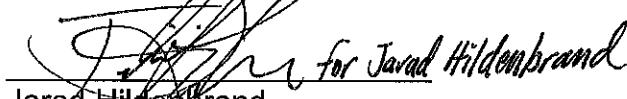
**STRATEGIC PLAN:**

4 – Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

  
Amy Stonich, AICP  
City Planner

Approved by:

  
Jarad Hildenbrand  
City Manager



## **RESOLUTION NO. 2019-45**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS**

**WHEREAS**, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

**WHEREAS**, the City Council of the City of Stanton desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

**WHEREAS**, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

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

**SECTION 1.** The City Council is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 29, 2019 in the amount of \$160,000.

**SECTION 2.** In connection with the PGP grant, if the application is approved by the Department, the City Manager or their designee is authorized to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

**SECTION 3.** The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

**SECTION 4.** The City Manager or their designee is authorized and directed to execute the City of Stanton Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City of Stanton as required by the Department for receipt of the PGP Grant.

**ADOPTED, SIGNED AND APPROVED** this 22<sup>nd</sup> day of October, 2019.

\_\_\_\_\_  
DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-45 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on October 22, 2019, and that the same was adopted, signed and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA VAZQUEZ, CITY CLERK

# Agenda Item: 6F

## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and City Council

**DATE:** October 22, 2019

**SUBJECT: SEPTEMBER 2019 GENERAL FUND REVENUE AND EXPENDITURE REPORT**

#### **REPORT IN BRIEF:**

The monthly General Fund Revenue and Expenditure Report as of September 2019 has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D)1 and is being provided to City Council.

#### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund Revenue and Expenditure Report as of September 2019.

#### **ANALYSIS:**

The attached reports summarize the City revenue and expenditure balances for the General Fund as of September 2019. The reports include information for the month of August, on a year-to-date basis, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount and a percentage of final for the previous fiscal year is included as well.

#### **FISCAL IMPACT:**

The City is on pace to begin the fiscal year materiality within the projections identified as the beginning balance in the 2019-20 Budget.

#### **ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

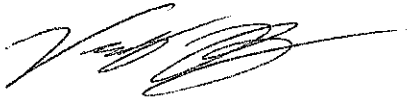
**PUBLIC NOTIFICATION:**

Through the agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Vladimir Barrientos  
Administrative Services Intern

Reviewed by:



Lauren J. Yoon  
Business License Specialist

Approved by:



Jarad L. Hildenbrand  
City Manager

**Attachments:**

- A. September 2019 General Fund Revenues
- B. September 2019 General Fund Expenses

City of Stanton  
September 2019 General Fund Expenses (25% of year)

	Current Month	FY 19-20 Year to Date	Budget FY 19-20	Percent of Budget		FY 18-19 Year to Date	Actual FY 18-19	Percent of Actual
	\$	\$	\$			\$	\$	
1100 City Council	29,072	29,072	115,442	25.18%		26,069	110,403	23.61%
1200 City Attorney	48,722	48,722	260,000	18.74%		16,803	206,897	8.12%
1300 City Manager	62,448	62,448	294,435	21.21%		78,495	268,790	29.20%
1400 City Clerk	35,199	35,199	283,485	12.42%		29,858	213,512	13.98%
1410 Personnel/Risk Management	36,428	36,428	134,619	27.06%		39,149	174,049	22.49%
1430 Liability/Risk Management	84,672	84,672	89,000	95.14%		64,975	64,975	100.00%
Administration	296,540	296,540	1,176,981	25.20%		255,349	1,038,625	24.59%
1500 Administrative Services	162,042	162,042	847,673	19.13%		158,261	758,173	20.87%
1510 Information Technology	47,228	47,228	153,555	30.76%		43,312	131,217	33.01%
1600 Non-Dept (includes Transfers)	42,397	42,397	191,000	22.20%		63,558	386,160	16.46%
Administrative Services	251,668	251,668	1,192,229	21.11%		265,131	1,275,550	20.79%
2100 Law Enforcement	2,858,981	2,858,981	11,718,309	24.40%		3,038,449	13,662,151	22.24%
2200 Fire Protection	1,181,442	1,181,442	4,731,058	24.97%		1,386,908	7,163,749	19.36%
1520 Emergency Preparedness	-	-	4,500	0.00%		-	-	0.00%
4300 Parking Control	61,047	61,047	300,870	20.29%		39,068	187,999	20.78%
6200 Code Enforcement	108,478	108,478	501,421	21.63%		102,056	493,184	20.69%
Public Safety	4,209,949	4,209,949	17,256,158	24.40%		4,566,481	21,507,084	21.23%
3100 Engineering	34,585	34,585	137,968	25.07%		35,674	125,379	28.45%
3200 Public Facilities	79,510	79,510	368,904	21.55%		100,827	386,620	26.08%
3400 Parks Maintenance	83,826	83,826	411,955	20.35%		83,936	378,870	22.15%
3500 Street Maintenance	69,206	69,206	309,485	22.36%		49,818	303,195	16.43%
3600 Storm Drains	519	519	125,000	0.42%		499	84,994	9.50%
Public Works	267,647	267,647	1,333,311	19.78%		270,755	1,279,058	21.17%
4100 Planning	52,903	52,903	391,173	13.52%		55,276	281,411	19.64%
4200 Building Regulation	117,243	117,243	435,567	26.92%		95,277	482,578	19.74%
4400 Business Relations	5,608	5,608	155,469	3.61%		18,474	93,926	19.67%
Community Development	175,754	175,754	982,208	17.89%		169,027	857,915	19.70%
5100 Parks and Recreation	131,742	131,742	585,636	22.50%		101,006	575,872	17.54%
5200 Community Center	5,715	5,715	71,456	8.00%		5,899	35,274	16.72%
5300 Stanton Central Park	53,850	53,850	208,559	25.83%		37,681	179,621	20.98%
Community Services	191,308	191,308	865,651	22.10%		144,586	790,767	18.28%
Expenditures and Transfers Out	5,392,865	5,392,865	22,826,538	23.65%		5,671,330	26,748,999	21.20%
Less: Transfers Out	(19,000)	(19,000)	(76,000)	25.00%		(6,250)	(52,500)	11.90%
TOTAL EXPENDITURES	\$ 5,373,865	\$ 5,373,865	\$ 22,750,538	23.62%		\$ 5,665,080	\$ 26,696,499	21.22%

Administration - Guzman  
September 2019 General Fund Expenses (25% of year)

Account Number	Description	FY 19-20			FY 18-19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
<b>101</b>							
<b>1410</b>	<b>Personnel/Risk Management</b>						
501110	Salaries-Regular	\$ 74,195.00	\$ 14,945.44	20.14%	\$ 69,618.43	\$ 14,259.79	20.48%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 5,098.70	\$ 1,043.96	20.48%	\$ 4,767.84	\$ 975.66	20.46%
502105	Workers Comp Insurance	\$ 706.40	\$ 176.60	25.00%	\$ 685.24	\$ 171.31	25.00%
502110	Health/Life Insurance	\$ 14,587.88	\$ 3,264.80	22.38%	\$ 14,531.25	\$ 3,430.73	23.61%
502115	Unemployment Insurance	\$ 434.00	\$ -	0.00%	\$ 287.00	\$ -	0.00%
502120	Medicare/Fica	\$ 1,379.87	\$ 219.38	15.90%	\$ 1,031.88	\$ 196.02	19.00%
602110	Office Expense	\$ 1,300.00	\$ 371.32	28.56%	\$ 1,836.79	\$ 369.99	20.14%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 725.00	\$ 425.00	58.62%	\$ 725.00	\$ 275.00	37.93%
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ 350.00	\$ -	0.00%	\$ -	\$ -	
608105	Professional Services	\$ 10,000.00	\$ 5,834.12	58.34%	\$ 57,780.70	\$ 13,816.57	23.91%
608125	Advertising/ Business Dev't	\$ 2,400.00	\$ 175.00	7.29%	\$ 3,342.21	\$ 644.95	19.30%
609125	Employee/Volunteer Recognitn	\$ 7,500.00	\$ 1,825.13	24.34%	\$ 7,024.49	\$ 1,904.47	27.11%
612105	Vehicle Replacement Charge	\$ 650.00	\$ 162.50	25.00%	\$ 626.00	\$ 156.50	25.00%
612115	Liability Insurance Charge	\$ 3,739.00	\$ 934.75	25.00%	\$ 2,515.00	\$ 628.75	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 11,553.00	\$ 2,888.25	25.00%	\$ 9,277.00	\$ 2,319.25	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
<b>1410</b>	<b>Personnel/Risk Management Total</b>	<b>\$ 134,618.85</b>	<b>\$ 36,428.35</b>	<b>27.06%</b>	<b>\$ 174,048.83</b>	<b>\$ 39,148.99</b>	<b>22.49%</b>
<b>1430</b>	<b>Liability/Risk Management</b>						
606105	Insurance Premium	\$ 89,000.00	\$ 84,671.60	95.14%	\$ 64,975.00	\$ 64,975.00	100.00%
<b>1430</b>	<b>Liability/Risk Management Total</b>	<b>\$ 89,000.00</b>	<b>\$ 84,671.60</b>	<b>95.14%</b>	<b>\$ 64,975.00</b>	<b>\$ 64,975.00</b>	<b>100.00%</b>

Administration - Vasquez  
September 2019 General Fund Expenses (25% of year)

Account Number	Description	FY 19-20			FY 18-19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
<b>101</b>							
<b>1100</b>	<b>City Council</b>						
501105	Salaries-Elected	\$ 52,199.00	\$ 11,063.25	21.19%	\$ 51,394.40	\$ 11,063.25	21.53%
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ 1,472.97	\$ 160.32	10.88%	\$ 744.84	\$ 160.32	21.52%
602100	Special Dept Expense	\$ 9,500.00	\$ 3,160.93	33.27%	\$ 7,053.26	\$ 564.61	8.00%
602110	Office Expense	\$ 2,000.00	\$ 35.22	1.76%	\$ 1,060.08	\$ 333.22	31.43%
607100	Membership/Dues	\$ 37,139.00	\$ 13,369.39	36.00%	\$ 36,402.65	\$ 9,304.54	25.56%
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ 10,500.00	\$ 625.00	5.95%	\$ 8,739.49	\$ 1,050.00	12.01%
607115	Training	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
609100	Special Events	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ 2,631.00	\$ 657.75	25.00%	\$ 1,887.00	\$ 471.75	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
<b>1100</b>	<b>City Council Total</b>	<b>\$ 115,441.97</b>	<b>\$ 29,071.86</b>	<b>25.18%</b>	<b>\$ 107,281.72</b>	<b>\$ 22,947.69</b>	<b>21.39%</b>
<b>1200</b>	<b>City Attorney</b>						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ -	\$ -		\$ 0.47	\$ 0.47	
608105	Professional Services	\$ 260,000.00	\$ 48,721.60	18.74%	\$ 206,896.29	\$ 16,802.60	8.12%
608180	Prosecution/Code Enforcement	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
<b>1200</b>	<b>City Attorney Total</b>	<b>\$ 260,000.00</b>	<b>\$ 48,721.60</b>	<b>18.74%</b>	<b>\$ 206,896.76</b>	<b>\$ 16,803.07</b>	<b>8.12%</b>
<b>1300</b>	<b>City Manager</b>						
501110	Salaries-Regular	\$ 194,613.11	\$ 38,821.17	19.95%	\$ 125,367.63	\$ 49,042.71	39.12%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ 53,021.03	\$ -	
502100	Retirement	\$ 17,558.35	\$ 3,522.49	20.06%	\$ 15,018.36	\$ 7,040.44	46.88%
502105	Workers Comp Insurance	\$ 2,511.38	\$ 714.14	28.44%	\$ 2,995.52	\$ 748.88	25.00%
502110	Health/Life Insurance	\$ 21,767.66	\$ 4,705.01	21.61%	\$ 16,077.25	\$ 6,724.94	41.83%
502115	Unemployment Insurance	\$ 607.60	\$ 71.75	11.81%	\$ 326.45	\$ -	0.00%
502120	Medicare/Fica	\$ 3,071.37	\$ 561.43	18.28%	\$ 4,102.28	\$ 709.80	17.30%
602110	Office Expense	\$ 930.00	\$ 720.76	77.50%	\$ 578.60	\$ 20.98	3.63%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 2,100.00	\$ 400.00	19.05%	\$ 1,800.00	\$ 1,800.00	100.00%
607110	Travel/Conference/Meetings	\$ 3,000.00	\$ 861.93	28.73%	\$ 2,173.60	\$ 575.00	26.45%
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 748.00	\$ 187.00	25.00%	\$ 7,646.00	\$ 1,911.50	25.00%
612115	Liability Insurance Charge	\$ 11,621.00	\$ 2,905.25	25.00%	\$ 8,464.00	\$ 2,116.00	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 35,907.00	\$ 8,976.75	25.00%	\$ 31,219.00	\$ 7,804.75	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
<b>1300</b>	<b>City Manager Total</b>	<b>\$ 294,435.47</b>	<b>\$ 62,447.68</b>	<b>21.21%</b>	<b>\$ 268,789.72</b>	<b>\$ 78,495.00</b>	<b>29.20%</b>
<b>1400</b>	<b>City Clerk</b>						
501110	Salaries-Regular	\$ 83,642.85	\$ 16,927.69	20.24%	\$ 78,978.50	\$ 16,274.89	20.61%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 14,322.16	\$ 2,915.10	20.35%	\$ 12,970.84	\$ 2,663.67	20.54%

Account Number	Description	FY 19-20			FY 18-19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
502105	Workers Comp Insurance	\$ 3,693.41	\$ 923.36	25.00%	\$ 3,702.44	\$ 925.61	25.00%
502110	Health/Life Insurance	\$ 14,623.27	\$ 3,235.00	22.12%	\$ 14,434.14	\$ 3,441.08	23.84%
502115	Unemployment Insurance	\$ 412.30	\$ -	0.00%	\$ 267.19	\$ -	0.00%
502120	Medicare/Pica	\$ 1,258.66	\$ 225.46	17.91%	\$ 1,093.19	\$ 215.76	19.74%
602110	Office Expense	\$ 2,500.00	\$ 216.28	8.65%	\$ 2,224.02	\$ 187.55	8.43%
602120	Books/Periodicals	\$ 100.00	\$ -	0.00%	\$ 57.11	\$ -	0.00%
603105	Equipment Maintenance	\$ 4,044.00	\$ 4,044.00	100.00%	\$ 4,044.00	\$ 4,044.00	100.00%
607100	Membership/Dues	\$ 350.00	\$ 210.00	60.00%	\$ 330.00	\$ 200.00	60.61%
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ 530.00	\$ -	0.00%	\$ 36.00	\$ -	0.00%
607115	Training	\$ 650.00	\$ -	0.00%	\$ 426.20	\$ 223.00	52.32%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 6,000.00	\$ 1,280.00	21.33%	\$ 2,481.01	\$ 1,280.00	51.59%
608125	Advertising/ Business Dev't	\$ -	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608140	Elections	\$ 133,500.00	\$ 603.48	0.45%	\$ 78,470.92	\$ (3,096.13)	-3.95%
612105	Vehicle Replacement Charge	\$ 618.00	\$ 309.00	50.00%	\$ 626.00	\$ 156.50	25.00%
612115	Liability Insurance Charge	\$ 4,215.00	\$ 1,053.75	25.00%	\$ 2,852.00	\$ 713.00	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 13,025.00	\$ 3,256.25		\$ 10,518.00	\$ 2,629.50	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
1400	City Clerk Total	\$ 283,484.65	\$ 35,199.36	12.42%	\$ 213,511.56	\$ 29,858.43	13.98%
<b>102</b>							
1100	City Council						
607100	Membership/Dues	\$ -	\$ -	0.00%	\$ 3,121.00	\$ 3,121.00	0.00%
1100	City Council Total	\$ -	\$ -	0.00%	\$ 3,121.00	\$ 3,121.00	0.00%



Administrative Services  
September 2019 General Fund Expenses (25% of year)

Account Number	Description	Budget	FY 19-20 End Bal	% of Budget	Actual	FY 18-19 YTD Bal	% of Actual
<b>101</b>							
<b>1500</b>	<b>Administrative Services</b>						
501110	Salaries-Regular	\$ 441,603.81	\$ 92,145.02	20.87%	\$ 429,399.70	\$ 93,396.81	21.75%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ 55,107.23	\$ 10,547.19	19.14%	\$ 46,825.29	\$ 9,124.78	19.49%
502100	Retirement	\$ 54,700.72	\$ 11,384.48	20.81%	\$ 52,140.69	\$ 10,909.47	20.92%
502105	Workers Comp Insurance	\$ 4,712.52	\$ 1,178.13	25.00%	\$ 4,739.68	\$ 1,184.92	25.00%
502110	Health/Life Insurance	\$ 42,384.53	\$ 9,492.63	22.40%	\$ 39,356.17	\$ 8,117.70	20.63%
502115	Unemployment Insurance	\$ 3,341.80	\$ 44.69	1.34%	\$ 2,266.27	\$ 61.75	2.72%
502120	Medicare/Fica	\$ 7,032.79	\$ 2,137.08	30.39%	\$ 6,155.67	\$ 1,294.02	21.02%
602100	Special Dept Expense	\$ 19,000.00	\$ 6,091.62	32.06%	\$ 15,471.67	\$ 1,511.57	9.77%
602110	Office Expense	\$ 11,000.00	\$ 548.27	4.98%	\$ 9,672.84	\$ 836.95	8.65%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 1,512.00	\$ 250.00	16.53%	\$ 1,262.00	\$ 1,152.00	91.28%
607105	Mileage Reimbursement	\$ 200.00	\$ -	0.00%	\$ 113.85	\$ -	0.00%
607110	Travel/Conference/Meetings	\$ 1,875.00	\$ 447.00	23.84%	\$ 1,950.98	\$ 530.00	27.17%
607115	Training	\$ 645.00	\$ 430.00	66.67%	\$ 470.00	\$ 420.00	89.36%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 97,880.00	\$ 1,426.85	1.46%	\$ 58,914.29	\$ 7,070.15	12.00%
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608145	Information Technology	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 1,300.00	\$ 325.00	25.00%	\$ 1,252.00	\$ 313.00	25.00%
612115	Liability Insurance Charge	\$ 25,032.00	\$ 6,258.00	25.00%	\$ 17,830.00	\$ 4,457.50	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 77,346.00	\$ 19,336.50	25.00%	\$ 65,762.00	\$ 16,440.50	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
<b>1500</b>	<b>Administrative Services Total</b>	<b>\$ 844,673.40</b>	<b>\$ 162,042.46</b>	<b>19.18%</b>	<b>\$ 753,583.10</b>	<b>\$ 156,821.12</b>	<b>20.81%</b>
<b>1510</b>	<b>Information Technology</b>						
602113	Social Media	\$ 2,500.00	\$ 23.33	0.93%	\$ 2,557.10	\$ 193.37	7.56%
602140	Materials & Supplies	\$ 4,000.00	\$ 209.26	5.23%	\$ 5,626.32	\$ 1,944.75	34.57%
603105	Equipment Maintenance	\$ 43,055.13	\$ 32,084.04	74.52%	\$ 36,183.72	\$ 35,838.92	99.05%
608145	Information Technology	\$ 70,000.00	\$ 12,950.84	18.50%	\$ 45,717.81	\$ 5,334.72	11.67%
701105	Equipment-General	\$ 34,000.00	\$ 1,960.24	5.77%	\$ 41,132.04	\$ -	0.00%
<b>1510</b>	<b>Information Technology Total</b>	<b>\$ 153,555.13</b>	<b>\$ 47,227.71</b>	<b>30.76%</b>	<b>\$ 131,216.99</b>	<b>\$ 43,311.76</b>	<b>33.01%</b>
<b>1600</b>	<b>Non-Departmental</b>						
501130	Employee Compensation Adjust	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ 39,795.85	\$ -	
502125	Leave Disbursals	\$ -	\$ -		\$ -	\$ -	
602100	Special Dept Expense	\$ 5,000.00	\$ 4,280.31	85.61%	\$ 6,366.31	\$ 1,798.56	28.25%
602110	Office Expense	\$ -	\$ -		\$ -	\$ -	
602115	Postage Clearing Account	\$ -	\$ 2,732.35		\$ (3,746.95)	\$ 1,631.84	-43.55%
602155	Community Promotion	\$ -	\$ -		\$ -	\$ -	
602165	Contingency Reserve	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ 16,000.00	\$ 7,127.21	44.55%	\$ 14,202.05	\$ 2,182.62	15.37%
603125	Vehicle Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ 9,000.00	\$ 620.98	6.90%	\$ 7,517.78	\$ 1,369.60	18.22%
607115	Training	\$ 4,000.00	\$ (3,363.36)	-84.08%	\$ 10,464.18	\$ -	0.00%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 48,000.00	\$ 12,000.00	25.00%	\$ 24,000.00	\$ 6,000.00	25.00%
608170	Animal Control Services	\$ -	\$ -		\$ 168,853.14	\$ 40,687.50	24.10%
608175	Crossing Guard Services	\$ -	\$ -		\$ -	\$ -	
610210	Business Relations Programs	\$ -	\$ -		\$ -	\$ -	
611105	Revenue Sharing-Anaheim/City	\$ 33,000.00	\$ -	0.00%	\$ 33,006.50	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	

Account Number	Description	FY 19-20		% of	FY 18-19		% of
		Budget	End Bal		Actual	YTD Bal	
800222	Transfer to CDBG	\$ -	\$ -		\$ -	\$ -	
800223	Transfer to Fire Emergency Fnd	\$ -	\$ -		\$ -	\$ -	
800250	Transfer to Fact Grant	\$ 76,000.00	\$ 19,000.00	25.00%	\$ 25,000.00	\$ 6,250.00	25.00%
800280	Transfer to SCP Maintenance	\$ -	\$ -		\$ 27,500.00	\$ -	0.00%
800285	Transfer To Housing Authority	\$ -	\$ -		\$ -	\$ -	
800305	Transfer To Capital Proj Fnd	\$ -	\$ -		\$ -	\$ -	
800401	Transfer To Debt Svc Fund	\$ -	\$ -		\$ -	\$ -	
800501	Transfer to Sewer Maintance	\$ -	\$ -		\$ -	\$ -	
800602	Transfer to Workers' Comp Fund	\$ -	\$ -		\$ -	\$ -	
800603	Trnsfr to Liability/Risk Mgmt	\$ -	\$ -		\$ -	\$ -	
800604	Trsfr To Emplée Benefit Resv	\$ -	\$ -		\$ -	\$ -	
800605	Transfer to Fleet Maintenance	\$ -	\$ -		\$ -	\$ -	
1600	Non-Departmental Total	\$ 191,000.00	\$ 42,397.49	22.20%	\$ 352,958.86	\$ 59,920.12	16.98%
<b>102</b>							
1500	Administrative Services						
608105	Professional Services	\$ 3,000.00	\$ -	0.00%	\$ 4,590.29	\$ 1,439.87	31.37%
1500	Administrative Services Total	\$ 3,000.00	\$ -	0.00%	\$ 4,590.29	\$ 1,439.87	31.37%
<b>1600</b>							
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
608175	Crossing Guard Services	\$ -	\$ -		\$ 33,201.19	\$ 3,638.34	10.96%
800101	Transfer To General Fund	\$ -	\$ -		\$ -	\$ -	0.00%
1600	Non-Departmental Total	\$ -	\$ -		\$ 33,201.19	\$ 3,638.34	10.96%

Public Safety - Wren  
September 2019 General Fund Expenses (25% of year)

Account Number	Description	FY 19-20			FY 18-19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
<b>101</b>							
1520	Emergency Services						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ -	\$ -		\$ -	\$ -	
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602140	Materials & Supplies	\$ 2,500.00	\$ -	0.00%	\$ -	\$ -	
608100	Contractual Services	\$ 2,000.00	\$ -	0.00%	\$ -	\$ -	
1520	Emergency Services	\$ 4,500.00	\$ -	0.00%	\$ -	\$ -	
<b>2100</b>	Law Enforcement						
501110	Salaries-Regular	\$ 88,155.12	\$ 18,474.88	20.96%	\$ 87,287.78	\$ 18,474.88	21.17%
501120	Salaries-Part Time	\$ 19,880.66	\$ 2,101.49	10.57%	\$ 18,320.52	\$ 4,048.19	22.10%
502100	Retirement	\$ 6,100.42	\$ 1,290.46	21.15%	\$ 94,206.98	\$ 89,493.06	95.00%
502105	Workers Comp Insurance	\$ 1,037.21	\$ 259.31	25.00%	\$ 1,047.52	\$ 261.88	25.00%
502110	Health/Life Insurance	\$ 18,240.06	\$ 4,082.32	22.38%	\$ 18,177.69	\$ 4,296.49	23.64%
502115	Unemployment Insurance	\$ 868.00	\$ -	0.00%	\$ 573.98	\$ -	0.00%
502120	Medicare/Fica	\$ 1,757.77	\$ 328.28	18.68%	\$ 1,556.88	\$ 308.46	19.81%
602100	Special Dept Expense	\$ 4,500.00	\$ 531.80	11.82%	\$ 2,699.68	\$ 486.36	18.02%
602102	State CLEEP Expense	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 1,300.00	\$ 201.68	15.51%	\$ 673.30	\$ 95.00	0.00%
602145	Gas/Oil/Lube	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
603110	Building Maintenance	\$ 18,500.00	\$ 2,819.73	15.24%	\$ 16,709.77	\$ 4,225.22	25.29%
604100	Communications	\$ 59,841.00	\$ 11,747.00	19.63%	\$ 52,402.02	\$ 10,560.00	20.15%
604105	Utilities	\$ 28,000.00	\$ 5,815.19	20.77%	\$ 25,598.47	\$ 6,911.96	27.00%
607100	Membership/Dues	\$ 4,772.00	\$ 4,678.00	98.03%	\$ 4,678.00	\$ 4,678.00	100.00%
607105	Mileage Reimbursement	\$ 2,400.00	\$ 300.00	12.50%	\$ 1,310.62	\$ -	0.00%
607110	Travel/Conference/Meetings	\$ 3,400.00	\$ -	0.00%	\$ 3,376.38	\$ -	0.00%
607115	Training	\$ 700.00	\$ -	0.00%	\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608160	Sheriff Contract Services	\$ 8,057,576.00	\$ 2,014,409.01	25.00%	\$ 8,057,576.00	\$ 2,014,915.14	25.01%
608165	We Tip Reward Program	\$ -	\$ -		\$ -	\$ -	
608170	Animal Control Services	\$ 177,295.79	\$ 42,721.88	24.10%	\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ 5,445.00	\$ 1,361.25	25.00%	\$ 3,844.00	\$ 961.00	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 16,823.00	\$ 4,205.75	25.00%	\$ 14,177.00	\$ 3,544.25	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
701105	Equipment-General	\$ -	\$ -		\$ -	\$ -	
702100	Furniture-Office	\$ -	\$ -		\$ -	\$ -	
703100	Vehicle	\$ -	\$ -		\$ -	\$ -	
704100	Facility Improvements	\$ -	\$ -		\$ -	\$ -	
2100	Law Enforcement Total	\$ 8,516,592.03	\$ 2,115,328.03	24.84%	\$ 8,404,216.59	\$ 2,163,259.89	25.74%
<b>2200</b>	Fire Protection						
502100	Retirement	\$ -	\$ -		\$ 69,322.00	\$ 69,322.00	100.00%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608185	Of Fire Dept Contract	\$ 3,763,097.90	\$ 930,561.25	24.73%	\$ 3,759,384.00	\$ 930,561.25	24.75%
608190	Contractual Ambulance Svcs	\$ 5,000.00	\$ 150.00	3.00%	\$ 3,580.24	\$ 140.00	3.91%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
704100	Facility Improvements	\$ -	\$ -		\$ -	\$ -	
2200	Fire Protection Total	\$ 3,768,097.90	\$ 930,711.25	24.70%	\$ 3,832,286.24	\$ 1,000,023.25	26.09%

Account Number	Description	FY 19-20			FY 18-19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
4300	Parking Control						
501110	Salaries-Regular	\$ 113,928.00	\$ 23,877.87	20.96%	\$ 62,977.21	\$ 13,287.60	21.10%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ 45,625.15	\$ 9,264.42	20.31%	\$ 25,181.66	\$ 4,055.03	16.10%
502100	Retirement	\$ 14,227.70	\$ 3,414.80	24.00%	\$ 19,052.79	\$ 808.30	4.24%
502105	Workers Comp Insurance	\$ 8,381.39	\$ 2,095.35	25.00%	\$ 4,883.84	\$ 2,441.92	50.00%
502110	Health/Life Insurance	\$ 13,111.38	\$ 2,712.23	20.69%	\$ 4,404.55	\$ 1,072.68	24.35%
502115	Unemployment Insurance	\$ 1,714.30	\$ 139.44	8.13%	\$ 796.02	\$ 88.81	11.16%
502120	Medicare/Fica	\$ 2,634.61	\$ 488.38	18.54%	\$ 1,346.07	\$ 258.15	19.18%
602110	Office Expense	\$ 13,500.00	\$ 137.90	1.02%	\$ 3,592.46	\$ 103.14	2.87%
602130	Clothing	\$ 1,000.00	\$ 142.17	14.22%	\$ 605.47	\$ 200.98	33.19%
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ 700.00	\$ 108.96	15.57%	\$ 654.06	\$ 109.26	16.70%
607100	Membership/Dues	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 20,000.00	\$ 3,326.83	16.63%	\$ 18,292.76	\$ 1,819.48	9.95%
612105	Vehicle Replacement Charge	\$ 4,189.00	\$ 1,047.25	25.00%	\$ 4,119.00	\$ 1,029.75	25.00%
612115	Liability Insurance Charge	\$ 8,041.00	\$ 2,010.25	25.00%	\$ 3,490.00	\$ 872.50	25.00%
612120	Workers' Compensation Chai	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 24,845.00	\$ 6,211.25	25.00%	\$ 12,871.00	\$ 6,435.50	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
4300	Parking Control Total	\$ 271,897.53	\$ 54,977.10	20.22%	\$ 162,266.89	\$ 32,583.10	20.08%
6200	Code Enforcement						
501110	Salaries-Regular	\$ 152,366.56	\$ 32,629.03	21.41%	\$ 150,530.42	\$ 31,993.29	21.25%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 26,111.26	\$ 5,360.68	20.53%	\$ 28,654.74	\$ 4,714.72	16.45%
502105	Workers Comp Insurance	\$ 7,676.78	\$ 1,919.20	25.00%	\$ 8,121.52	\$ 2,030.38	25.00%
502110	Health/Life Insurance	\$ 18,332.86	\$ 4,088.17	22.30%	\$ 18,484.31	\$ 4,534.66	24.53%
502115	Unemployment Insurance	\$ 846.30	\$ -	0.00%	\$ 559.63	\$ -	0.00%
502120	Medicare/Fica	\$ 2,257.50	\$ 480.87	21.30%	\$ 2,234.79	\$ 475.89	21.29%
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 2,500.00	\$ 372.51	14.90%	\$ 2,856.34	\$ 545.76	19.11%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
602160	Code Enforcement Equipmer	\$ 1,000.00	\$ 524.83	52.48%	\$ 1,675.21	\$ -	0.00%
603105	Equipment Maintenance	\$ 100.00	\$ -	0.00%	\$ -	\$ -	
604100	Communications	\$ 800.00	\$ 26.24	3.28%	\$ 549.69	\$ 189.47	34.47%
607100	Membership/Dues	\$ 425.00	\$ -	0.00%	\$ 425.00	\$ 86.00	20.24%
607105	Mileage Reimbursement	\$ 100.00	\$ -	0.00%	\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ 1,000.00	\$ (288.14)	-28.81%	\$ 42.00	\$ -	0.00%
607115	Training	\$ 1,000.00	\$ 241.00	24.10%	\$ 1,153.00	\$ -	0.00%
608100	Contractual Services	\$ -	\$ 630.00		\$ -	\$ -	
608180	Prosecution/Code Enforceme	\$ 50,000.00	\$ 10,850.42	21.70%	\$ 65,036.88	\$ 8,958.03	13.77%
612105	Vehicle Replacement Charge	\$ 6,509.00	\$ 1,627.25	25.00%	\$ 6,402.00	\$ 1,600.50	25.00%
612115	Liability Insurance Charge	\$ 7,679.00	\$ 1,919.75	25.00%	\$ 5,724.00	\$ 1,431.00	25.00%
612120	Workers' Compensation Chai	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 23,726.00	\$ 5,931.50	25.00%	\$ 21,112.00	\$ 5,278.00	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
800101	Transfer To General Fund	\$ -	\$ -		\$ -	\$ -	
6200	Code Enforcement Total	\$ 302,430.26	\$ 66,313.31	21.93%	\$ 313,561.53	\$ 61,837.70	19.72%
102							
2100	Law Enforcement						
501110	Salaries-Regular	\$ 36,639.40	\$ 7,392.16	20.18%	\$ 32,007.43	\$ 7,053.36	22.04%
502100	Retirement	\$ 2,779.01	\$ 575.14	20.70%	\$ 2,799,084.26	\$ 202,296.45	7.23%
502105	Workers Comp Insurance	\$ 338.36	\$ 84.59	25.00%	\$ 328.14	\$ 82.04	25.00%
502110	Health/Life Insurance	\$ 295.30	\$ 66.45	22.50%	\$ 1,307.74	\$ 1,085.82	83.03%
502115	Unemployment Insurance	\$ 108.50	\$ -	0.00%	\$ 71.74	\$ -	0.00%
502120	Medicare/Fica	\$ 574.42	\$ 110.68	19.27%	\$ 519.82	\$ 101.07	19.44%
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ -	\$ -		\$ -	\$ -	
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
602140	Materials & Supplies	\$ -	\$ -		\$ -	\$ -	

Account Number	Description	FY 19-20			FY 18-19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
603125	Vehicle Maintenance	\$ 5,000.00	\$ 672.77	13.46%	\$ 12,385.15	\$ 1,156.26	9.34%
604100	Communications	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608160	Sheriff Contract Services	\$ 3,097,617.00	\$ 725,639.25	23.43%	\$ 2,396,362.85	\$ 659,447.10	27.52%
608175	Crossing Guard Services	\$ 40,530.00	\$ 4,653.60	11.48%	\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 10,284.00	\$ 2,571.00	25.00%	\$ 10,114.00	\$ 2,528.50	25.00%
612115	Liability Insurance Charge	\$ 1,846.00	\$ 461.50	25.00%	\$ 1,227.00	\$ 306.75	25.00%
612125	Employee Benefits	\$ 5,705.00	\$ 1,426.25	25.00%	\$ 4,526.00	\$ 1,131.50	25.00%
2100	Law Enforcement Total	\$ 3,201,716.99	\$ 743,653.39	23.23%	\$ 5,257,934.13	\$ 875,188.85	16.65%
2200	Fire Protection						
501110	Salaries-Regular	\$ 7,327.88	\$ 1,478.45	20.18%	\$ 6,529.71	\$ 1,538.88	23.57%
502100	Retirement	\$ 555.80	\$ 114.99	20.69%	\$ 2,586,760.52	\$ 200,643.91	7.76%
502105	Workers Comp Insurance	\$ 67.67	\$ 33.84	50.01%	\$ 65.64	\$ 16.41	25.00%
502110	Health/Life Insurance	\$ 59.06	\$ 13.28	22.49%	\$ 281.29	\$ 236.87	84.21%
502115	Unemployment Insurance	\$ 21.70	\$ -	0.00%	\$ 14.37	\$ -	0.00%
502120	Medicare/Fica	\$ 114.88	\$ 22.15	19.28%	\$ 105.66	\$ 22.01	20.83%
602110	Office Expense	\$ -	\$ -		\$ -	\$ -	
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608185	Oc Fire Dept Contract	\$ 953,303.10	\$ 248,691.00	26.09%	\$ 736,556.00	\$ 184,139.00	25.00%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ 369.00	\$ 92.25	25.00%	\$ 245.00	\$ 61.25	25.00%
612125	Employee Benefits	\$ 1,141.00	\$ 285.25	25.00%	\$ 905.00	\$ 226.25	25.00%
2200	Fire Protection Total	\$ 962,960.09	\$ 250,731.21	26.04%	\$ 3,331,463.19	\$ 386,884.58	11.61%
4300	Parking Control						
501110	Salaries-Regular	\$ 21,983.64	\$ 4,435.31	20.18%	\$ 19,460.90	\$ 4,488.46	23.06%
502100	Retirement	\$ 1,667.40	\$ 345.08	20.70%	\$ 1,440.95	\$ 329.28	22.85%
502105	Workers Comp Insurance	\$ 203.02	\$ 50.76	25.00%	\$ 196.88	\$ 49.22	25.00%
502110	Health/Life Insurance	\$ 177.18	\$ 39.86	22.50%	\$ 824.09	\$ 690.91	83.84%
502115	Unemployment Insurance	\$ 65.10	\$ -	0.00%	\$ 43.05	\$ -	0.00%
502120	Medicare/Fica	\$ 344.65	\$ 66.38	19.26%	\$ 315.50	\$ 64.24	20.36%
602110	Office Expense	\$ -	\$ -		\$ -	\$ -	
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ 1,108.00	\$ 277.00	25.00%	\$ 736.00	\$ 184.00	25.00%
612125	Employee Benefits	\$ 3,423.00	\$ 855.75	25.00%	\$ 2,715.00	\$ 678.75	25.00%
4300	Parking Control Total	\$ 28,971.99	\$ 6,070.14	20.95%	\$ 25,732.37	\$ 6,484.86	25.20%
6200	Code Enforcement						
501110	Salaries-Regular	\$ 142,418.81	\$ 28,941.44	20.32%	\$ 129,364.18	\$ 26,959.87	20.84%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 10,387.44	\$ 2,139.12	20.59%	\$ 9,210.20	\$ 1,911.12	20.75%
502105	Workers Comp Insurance	\$ 4,324.87	\$ 1,081.22	25.00%	\$ 4,311.96	\$ 1,077.99	25.00%
502110	Health/Life Insurance	\$ 9,703.54	\$ 2,238.04	23.06%	\$ 11,611.59	\$ 4,209.82	36.26%
502115	Unemployment Insurance	\$ 651.00	\$ -	0.00%	\$ 430.48	\$ -	0.00%
502120	Medicare/Fica	\$ 2,151.38	\$ 426.15	19.81%	\$ 1,987.58	\$ 388.99	19.57%
602160	Code Enforcement Equipment	\$ -	\$ -		\$ 24.79	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ 7,177.00	\$ 1,794.25	25.00%	\$ 4,838.00	\$ 1,209.50	25.00%

Account Number	Description	FY 19-20			FY 18-19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
612125	Employee Benefits	\$ 22,177.00	\$ 5,544.25	25.00%	\$ 17,844.00	\$ 4,461.00	25.00%
6200	Code Enforcement Total	\$ 198,991.04	\$ 42,164.47	21.19%	\$ 179,622.78	\$ 40,218.29	22.39%

Public Works - Rigg  
September 2019 General Fund Expenses (25% of year)

Account Number	Description	FY 19/20			FY 18/19		
		Budget	End Bal	% of Budget	Actual	YTD Balance	% of Actual
<b>101</b>							
<b>3100</b>	<b>Engineering</b>						
501110	Salaries-Regular	\$ 51,917.70	\$ 10,686.82	20.58%	\$ 49,611.62	\$ 10,461.30	21.09%
501115	Salaries-Overtime	\$ -	\$ 64.40		\$ 199.30	\$ -	0.00%
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 3,584.54	\$ 738.77	20.61%	\$ 3,287.10	\$ 708.25	21.55%
502105	Workers Comp Insurance	\$ 2,220.36	\$ 555.09	25.00%	\$ 2,040.48	\$ 510.12	25.00%
502110	Health/Life Insurance	\$ 9,480.32	\$ 2,131.47	22.48%	\$ 9,453.51	\$ 2,233.43	23.63%
502115	Unemployment Insurance	\$ 282.10	\$ -	0.00%	\$ 186.55	\$ -	0.00%
502120	Medicare/Fica	\$ 778.83	\$ 151.70	19.48%	\$ 728.04	\$ 147.41	20.25%
602110	Office Expense	\$ 1,000.00	\$ 149.81	14.98%	\$ 1,093.35	\$ 41.05	3.75%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
602140	Materials & Supplies	\$ 3,000.00	\$ 611.39	20.38%	\$ 2,740.94	\$ 37.17	1.36%
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 2,000.00	\$ -	0.00%	\$ 1,288.00	\$ -	0.00%
607110	Travel/Conference/Meetings	\$ 1,200.00	\$ 60.00	5.00%	\$ 990.00	\$ 30.00	3.03%
607115	Training	\$ 500.00	\$ -	0.00%	\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 6,500.00	\$ -	0.00%	\$ 1,740.00	\$ -	0.00%
608110	Engineering Services	\$ 30,000.00	\$ 14,400.00	48.00%	\$ 29,996.71	\$ 17,411.66	58.05%
608115	Inspection Services	\$ 4,000.00	\$ -	0.00%	\$ -	\$ -	
608120	Plan Checking Services	\$ 10,000.00	\$ 2,160.00	21.60%	\$ 13,327.55	\$ 1,920.10	14.41%
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608155	Storm Water Monitor Program	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 804.00	\$ 201.00	25.00%	\$ 790.00	\$ 197.50	25.00%
612115	Liability Insurance Charge	\$ 2,616.00	\$ 654.00	25.00%	\$ 1,686.00	\$ 421.50	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 8,084.00	\$ 2,021.00	25.00%	\$ 6,220.00	\$ 1,555.00	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
701100	Equipment-Office	\$ -	\$ -		\$ -	\$ -	
<b>3100</b>	<b>Engineering Total</b>	<b>\$ 137,967.85</b>	<b>\$ 34,585.45</b>	<b>25.07%</b>	<b>\$ 125,379.15</b>	<b>\$ 35,674.49</b>	<b>28.45%</b>
<b>3200</b>	<b>Public Facilities</b>						
501110	Salaries-Regular	\$ 42,940.80	\$ 8,940.90	20.82%	\$ 41,907.76	\$ 8,770.69	20.93%
501115	Salaries-Overtime	\$ -	\$ 10.73		\$ 199.83	\$ 81.27	40.67%
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 3,207.88	\$ 669.96	20.88%	\$ 2,992.98	\$ 634.41	21.20%
502105	Workers Comp Insurance	\$ 7,755.71	\$ 1,938.93	25.00%	\$ 6,969.14	\$ 1,742.29	25.00%
502110	Health/Life Insurance	\$ 7,644.56	\$ 1,718.18	22.48%	\$ 7,608.17	\$ 1,799.79	23.66%
502115	Unemployment Insurance	\$ 238.70	\$ -	0.00%	\$ 154.55	\$ -	0.00%
502120	Medicare/Fica	\$ 639.98	\$ 126.53	19.77%	\$ 611.38	\$ 124.60	20.38%
602100	Special Dept Expense	\$ 1,500.00	\$ 271.57	18.10%	\$ 725.64	\$ -	0.00%
602110	Office Expense	\$ 200.00	\$ 18.62	9.31%	\$ 203.20	\$ 45.88	22.58%
602130	Clothing	\$ 3,500.00	\$ 1,838.38	52.53%	\$ 2,667.14	\$ 1,467.34	55.02%
602135	Safety Equipment	\$ 100.00	\$ 69.14	69.14%	\$ 67.45	\$ -	0.00%
602140	Materials & Supplies	\$ 2,500.00	\$ 451.37	18.05%	\$ 2,349.99	\$ 458.89	19.53%
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
603110	Building Maintenance	\$ 100,000.00	\$ 23,143.16	23.14%	\$ 125,625.83	\$ 41,200.02	32.80%
603115	Sprinkler System Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ 23,000.00	\$ 4,024.55	17.50%	\$ 25,372.39	\$ 2,665.30	10.50%
604105	Utilities	\$ 92,500.00	\$ 20,884.52	22.58%	\$ 85,405.53	\$ 20,441.08	23.93%
605105	Perez Site Lease	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ -	\$ -	
608100	Contractual Services	\$ 52,000.00	\$ 12,108.96	23.29%	\$ 57,582.01	\$ 14,020.80	24.35%
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
611110	Oc Sanitation Dist User Fee	\$ 18,000.00	\$ -	0.00%	\$ 14,911.94	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ 4,325.00	\$ 1,081.25	25.00%	\$ 4,253.00	\$ 1,063.25	25.00%
612115	Liability Insurance Charge	\$ 2,164.00	\$ 541.00	25.00%	\$ 1,496.00	\$ 374.00	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 6,687.00	\$ 1,671.75	25.00%	\$ 5,516.00	\$ 1,379.00	25.00%

Account Number	Description	FY 19/20			FY 18/19		
		Budget	End Bal	% of Budget	Actual	YTD Balance	% of Actual
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
3200	Public Facilities Total	\$ 368,903.63	\$ 79,509.50	21.55%	\$ 386,619.93	\$ 100,827.14	26.08%
3400	Parks Maintenance						
501110	Salaries-Regular	\$ 44,784.00	\$ 9,003.80	20.10%	\$ 42,972.09	\$ 9,230.06	21.48%
501115	Salaries-Overtime	\$ -	\$ 213.43		\$ 822.57	\$ 178.83	21.74%
501120	Salaries-Part Time	\$ 7,557.58	\$ 2,397.92	31.73%	\$ 8,206.69	\$ 1,762.60	21.48%
502100	Retirement	\$ 3,463.74	\$ 709.04	20.47%	\$ 3,699.23	\$ 933.12	25.22%
502105	Workers Comp Insurance	\$ 9,462.10	\$ 2,365.53	25.00%	\$ 10,992.62	\$ 2,748.16	25.00%
502110	Health/Life Insurance	\$ 6,401.38	\$ 1,410.05	22.03%	\$ 7,463.89	\$ 2,125.46	28.48%
502115	Unemployment Insurance	\$ 455.70	\$ -	0.00%	\$ 373.34	\$ -	0.00%
502120	Medicare/Fica	\$ 829.34	\$ 167.98	20.25%	\$ 582.62	\$ 157.31	27.00%
602100	Special Dept Expense	\$ 8,000.00	\$ 2,437.72	30.47%	\$ 1,860.10	\$ 888.44	47.76%
602125	Small Tools	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ 12,000.00	\$ 892.28	7.44%	\$ 6,977.96	\$ 213.05	3.05%
603115	Sprinkler System Maintenance	\$ -	\$ -		\$ -	\$ -	
604105	Utilities	\$ 188,000.00	\$ 30,981.75	16.48%	\$ 159,906.42	\$ 35,673.39	22.31%
608100	Contractual Services	\$ 115,000.00	\$ 27,930.00	24.29%	\$ 119,388.11	\$ 26,120.00	21.88%
612105	Vehicle Replacement Charge	\$ 5,265.00	\$ 2,632.50		\$ 5,179.00	\$ 1,294.75	25.00%
612115	Liability Insurance Charge	\$ 2,625.00	\$ 656.25	25.00%	\$ 2,228.00	\$ 557.00	25.00%
612125	Employee Benefits	\$ 8,111.00	\$ 2,027.75	25.00%	\$ 8,217.00	\$ 2,054.25	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
3400	Parks Maintenance Total	\$ 411,954.84	\$ 83,826.00	20.35%	\$ 378,869.64	\$ 83,936.42	22.15%
3500	Street Maintenance						
501110	Salaries-Regular	\$ 99,435.00	\$ 19,977.92	20.09%	\$ 94,698.94	\$ 20,164.79	21.29%
501115	Salaries-Overtime	\$ -	\$ 504.17		\$ 2,572.44	\$ 686.62	26.69%
501120	Salaries-Part Time	\$ 4,723.49	\$ 1,498.70	31.73%	\$ 5,129.21	\$ 1,101.64	21.48%
502100	Retirement	\$ 8,683.10	\$ 1,775.04	20.44%	\$ 8,739.06	\$ 2,063.82	23.62%
502105	Workers Comp Insurance	\$ 19,809.09	\$ 4,952.28	25.00%	\$ 19,462.84	\$ 4,865.71	25.00%
502110	Health/Life Insurance	\$ 17,005.54	\$ 3,723.70	21.90%	\$ 18,402.55	\$ 4,906.90	26.66%
502115	Unemployment Insurance	\$ 748.65	\$ -	0.00%	\$ 571.67	\$ -	0.00%
502120	Medicare/Fica	\$ 1,564.16	\$ 311.11	19.89%	\$ 1,373.41	\$ 304.50	22.17%
602100	Special Dept Expense	\$ 2,787.00	\$ 2,786.56	99.98%	\$ 2,956.13	\$ -	0.00%
602125	Small Tools	\$ 5,000.00	\$ -	0.00%	\$ 6,827.62	\$ 792.59	11.61%
602140	Materials & Supplies	\$ 67,000.00	\$ 12,913.69	19.27%	\$ 48,864.44	\$ (738.91)	-1.51%
603105	Equipment Maintenance	\$ 5,000.00	\$ 465.03	9.30%	\$ 1,187.90	\$ 614.12	51.70%
608100	Contractual Services	\$ 45,000.00	\$ 12,115.70	26.92%	\$ 63,010.01	\$ 7,706.22	12.23%
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 11,521.00	\$ 2,880.25	25.00%	\$ 11,331.00	\$ 2,832.75	25.00%
612115	Liability Insurance Charge	\$ 5,186.00	\$ 1,296.50	25.00%	\$ 3,854.00	\$ 963.50	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 16,022.00	\$ 4,005.50	25.00%	\$ 14,214.00	\$ 3,553.50	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
3500	Street Maintenance Total	\$ 309,485.03	\$ 69,206.15	22.36%	\$ 303,195.22	\$ 49,817.75	16.43%
3510	Street Improvement						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ -	\$ -		\$ -	\$ -	
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602125	Small Tools	\$ -	\$ -		\$ -	\$ -	
602140	Materials & Supplies	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ -	\$ -	
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	



Account Number	Description	FY 19/20			FY 18/19		
		Budget	End Bal	% of Budget	Actual	YTD Balance	% of Actual
3510	Street Improvement Total	\$ -	\$ -		\$ -	\$ -	
3600	Storm Drain Maintenance						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ -	\$ -		\$ -	\$ -	
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602125	Small Tools	\$ -	\$ -		\$ -	\$ -	
602130	Clothing	\$ -	\$ -		\$ -	\$ -	
603100	Emergency Maint Services	\$ 5,000.00	\$ -	0.00%	\$ 200.64	\$ -	0.00%
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
603120	Minor Repairs	\$ -	\$ -		\$ -	\$ -	
604105	Utilities	\$ -	\$ -		\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608110	Engineering Services	\$ -	\$ -		\$ -	\$ -	
608115	Inspection Services	\$ -	\$ -		\$ -	\$ -	
608155	Storm Water Monitor Program	\$ 120,000.00	\$ 519.44	0.43%	\$ 84,793.37	\$ 499.30	0.59%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
730100	Cctv & Line Cleaning	\$ -	\$ -		\$ -	\$ -	
3600	Storm Drain Maintenance Total	\$ 125,000.00	\$ 519.44	0.42%	\$ 84,994.01	\$ 499.30	0.59%
6300	Graffiti Abatement						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ -	\$ -		\$ -	\$ -	
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602125	Small Tools	\$ -	\$ -		\$ -	\$ -	
602140	Materials & Supplies	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ -	\$ -	
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
701105	Equipment-General	\$ -	\$ -		\$ -	\$ -	
800101	Transfer To General Fund	\$ -	\$ -		\$ -	\$ -	
6300	Graffiti Abatement Total	\$ -	\$ -		\$ -	\$ -	

Community Development  
September 2019 General Fund Expenses (25% of year)

Account Number	Description	FY 19/20			FY 18/19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Budget
101							
4100	Planning						
501110	Salaries-Regular	\$ 192,667.00	\$ 28,043.84	14.56%	\$ 148,484.90	\$ 34,522.75	23.25%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ 13,631.79	\$ 2,319.37	17.01%	\$ 1,453.48	\$ -	0.00%
501125	Salaries-Appointed	\$ 8,999.90	\$ 1,938.44	21.54%	\$ 8,065.29	\$ 1,765.36	21.89%
502100	Retirement	\$ 20,935.05	\$ 2,801.47	13.38%	\$ 16,881.50	\$ 3,715.41	22.01%
502105	Workers Comp Insurance	\$ 2,057.12	\$ 514.28	25.00%	\$ 1,731.62	\$ 432.91	25.00%
502110	Health/Life Insurance	\$ 21,408.47	\$ 4,561.77	21.31%	\$ 21,692.16	\$ 5,058.94	23.32%
502115	Unemployment Insurance	\$ 1,388.80	\$ 238.16	17.15%	\$ 1,161.80	\$ -	0.00%
502120	Medicare/Fica	\$ 4,159.94	\$ 521.95	12.55%	\$ 2,408.87	\$ 524.45	21.77%
602101	Proj Expense	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 1,500.00	\$ 128.89	8.59%	\$ 1,344.88	\$ 531.12	39.49%
602120	Books/Periodicals	\$ 800.00	\$ -	0.00%	\$ 352.34	\$ -	0.00%
602170	Water Conservation Program	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 1,600.00	\$ 603.00	37.69%	\$ 1,413.00	\$ 413.00	29.23%
607110	Travel/Conference/Meetings	\$ 2,000.00	\$ (24.00)	-1.20%	\$ 174.00	\$ 24.00	13.79%
607115	Training	\$ 1,000.00	\$ -	0.00%	\$ -	\$ -	
608100	Contractual Services	\$ 4,000.00	\$ -	0.00%	\$ 2,625.00	\$ -	0.00%
608105	Professional Services	\$ 70,000.00	\$ -	0.00%	\$ 42,990.00	\$ 630.00	1.47%
608106	ARRA - Professional Services	\$ -	\$ -		\$ -	\$ -	
608125	Advertising/ Business Dev't	\$ -	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608135	Microfilming	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 650.00	\$ 162.50	25.00%	\$ 626.00	\$ 156.50	25.00%
612115	Liability Insurance Charge	\$ 10,850.00	\$ 2,712.50	25.00%	\$ 6,400.00	\$ 1,600.00	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 33,525.00	\$ 8,381.25	25.00%	\$ 23,606.00	\$ 5,901.50	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
4100	Planning Total	\$ 391,173.07	\$ 52,903.42	13.52%	\$ 281,410.84	\$ 55,275.94	19.64%
4200	Building Regulation						
501110	Salaries-Regular	\$ 56,081.78	\$ 11,046.20	19.70%	\$ 39,903.73	\$ 8,151.13	20.43%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 4,660.34	\$ 814.35	17.47%	\$ 4,072.30	\$ 1,291.67	31.72%
502105	Workers Comp Insurance	\$ 546.54	\$ 136.64	25.00%	\$ 537.72	\$ 134.43	25.00%
502110	Health/Life Insurance	\$ 8,507.43	\$ 2,012.14	23.65%	\$ 6,141.96	\$ 1,110.07	18.07%
502115	Unemployment Insurance	\$ 455.70	\$ -	0.00%	\$ 427.26	\$ -	0.00%
502120	Medicare/Fica	\$ 822.84	\$ 166.87	20.28%	\$ 712.34	\$ 227.02	31.87%
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 1,500.00	\$ 79.65	5.31%	\$ 1,788.04	\$ 184.17	10.30%
602120	Books/Periodicals	\$ 400.00	\$ 75.58	18.90%	\$ 79.88	\$ -	0.00%
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ -	\$ -		\$ 135.00	\$ -	0.00%
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ 1,000.00	\$ 299.00	29.90%	\$ 100.00	\$ -	0.00%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608115	Inspection Services	\$ 350,000.00	\$ 99,714.24	28.49%	\$ 418,807.41	\$ 81,710.89	19.51%
608120	Plan Checking Services	\$ -	\$ -		\$ -	\$ -	
608125	Advertising/ Business Dev't	\$ -	\$ -		\$ -	\$ -	
608135	Microfilming	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 33.00	\$ 8.25	25.00%	\$ 31.00	\$ 7.75	25.00%
612115	Liability Insurance Charge	\$ 2,826.00	\$ 706.50	25.00%	\$ 2,099.00	\$ 524.75	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	

Account Number	Description	FY 19/20			FY 18/19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Budget
612125	Employee Benefits	\$ 8,733.00	\$ 2,183.25	25.00%	\$ 7,742.00	\$ 1,935.50	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
4200	Building Regulation Total	\$ 435,566.63	\$ 117,242.67	26.92%	\$ 482,577.64	\$ 95,277.38	19.74%
4400	Business Relations						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ -	\$ -		\$ -	\$ -	
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608125	Advertising/ Business Dev't	\$ -	\$ -		\$ -	\$ -	
610210	Business Relations Programs	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ -	\$ -		\$ -	\$ -	
4400	Business Relations	\$ -	\$ -		\$ -	\$ -	
102							
4400	Business Relations						
501110	Salaries-Regular	\$ 41,154.84	\$ 2,215.12	5.38%	\$ 37,842.71	\$ 7,750.50	20.48%
502100	Retirement	\$ 6,589.82	\$ 368.53	5.59%	\$ 6,013.28	\$ 1,213.79	20.19%
502105	Workers Comp Insurance	\$ 378.66	\$ 94.67	25.00%	\$ 811.32	\$ 202.83	25.00%
502110	Health/Life Insurance	\$ 494.76	\$ 29.90	6.04%	\$ 519.46	\$ 146.84	28.27%
502115	Unemployment Insurance	\$ 108.50	\$ -	0.00%	\$ 71.76	\$ -	0.00%
502120	Medicare/Fica	\$ 645.04	\$ 85.51	13.26%	\$ 617.39	\$ 116.96	18.94%
602110	Office Expense	\$ 1,500.00	\$ -	0.00%	\$ 1,115.54	\$ -	0.00%
602120	Books/Periodicals	\$ 400.00	\$ -	0.00%	\$ 99.00	\$ -	0.00%
607100	Membership/Dues	\$ 4,000.00	\$ 275.00	6.88%	\$ 768.00	\$ 570.00	74.22%
607110	Travel/Conference/Meetings	\$ 4,000.00	\$ 190.00	4.75%	\$ 880.00	\$ -	0.00%
607115	Training	\$ 2,000.00	\$ -	0.00%	\$ -	\$ -	
608105	Professional Services	\$ 70,000.00	\$ -	0.00%	\$ 17,118.16	\$ 4,500.00	26.29%
608125	Advertising/ Business Dev't	\$ 15,000.00	\$ 50.00	0.33%	\$ 13,297.81	\$ 280.00	2.11%
610210	Business Relations Programs	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 715.00	\$ 178.75	25.00%	\$ 689.00	\$ 172.25	25.00%
612115	Liability Insurance Charge	\$ 2,074.00	\$ 518.50	25.00%	\$ 3,004.00	\$ 751.00	25.00%
612125	Employee Benefits	\$ 6,408.00	\$ 1,602.00	25.00%	\$ 11,079.00	\$ 2,769.75	25.00%
4400	Business Relations	\$ 155,468.62	\$ 5,607.98	3.61%	\$ 93,926.43	\$ 18,473.92	19.67%

Community Service - Bobadilla  
September 2019 General Fund Expenses (25% of year)

Account Number	Description	FY 19/20			FY 18/19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
<b>101</b>							
<b>5100</b>	<b>Parks and Recreation</b>						
501110	Salaries-Regular	\$ 318,560.24	\$ 60,699.47	19.05%	\$ 241,548.87	\$ 32,529.36	13.47%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ 22,208.58	\$ 13,062.71	58.82%	\$ 39,338.98	\$ 11,563.84	29.40%
501125	Salaries-Appointed	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 28,770.43	\$ 5,732.14	19.92%	\$ 21,839.03	\$ 3,528.12	16.16%
502105	Workers Comp Insurance	\$ 4,247.60	\$ 3,179.77	74.86%	\$ 5,268.06	\$ 1,317.02	25.00%
502110	Health/Life Insurance	\$ 43,530.73	\$ 8,257.58	18.97%	\$ 33,405.89	\$ 7,623.10	22.82%
502115	Unemployment Insurance	\$ 2,712.50	\$ 216.54	7.98%	\$ 2,485.69	\$ 201.67	8.11%
502120	Medicare/Fica	\$ 5,502.63	\$ 1,066.93	19.39%	\$ 4,065.51	\$ 601.13	14.79%
602100	Special Dept Expense	\$ 7,727.00	\$ 1,660.01	21.48%	\$ 9,127.54	\$ 2,053.85	22.50%
602101	Proj Expense	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 3,184.00	\$ 754.26	23.69%	\$ 2,981.64	\$ 427.27	14.33%
602150	Recreation Brochure Mailing	\$ 32,000.00	\$ 9,523.99	29.76%	\$ 31,929.43	\$ 6,036.26	18.91%
603105	Equipment Maintenance	\$ 200.00	\$ -	0.00%	\$ 157.05	\$ -	0.00%
603110	Building Maintenance	\$ 10,400.00	\$ 900.00	8.65%	\$ 5,175.00	\$ 900.00	17.39%
604100	Communications	\$ -	\$ -		\$ -	\$ -	
604105	Utilities	\$ -	\$ -		\$ -	\$ -	
604110	Street Lighting	\$ -	\$ -		\$ -	\$ -	
604115	Ross Field Lighting	\$ -	\$ -		\$ -	\$ -	
605100	Land Lease	\$ 3,520.00	\$ -	0.00%	\$ 9,276.58	\$ 5,785.58	62.37%
606100	Special Event Insurance	\$ -	\$ -		\$ 8,751.00	\$ -	0.00%
607100	Membership/Dues	\$ 850.00	\$ 165.00	19.41%	\$ 360.00	\$ -	0.00%
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ 1,500.00	\$ 100.00	6.67%	\$ 2,179.74	\$ (74.91)	-3.44%
608100	Contractual Services	\$ -	\$ -		\$ 24,553.37	\$ 3,908.13	15.92%
608105	Professional Services	\$ -	\$ -		\$ 5,038.41	\$ -	0.00%
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608150	Contractual Recreation Progm	\$ 20,000.00	\$ 4,780.83	23.90%	\$ 19,921.00	\$ 3,315.90	16.65%
609100	Special Events	\$ 6,645.00	\$ 635.80	9.57%	\$ 15,510.60	\$ 445.03	2.87%
609115	Excursions	\$ 900.00	\$ 410.56	45.62%	\$ 962.08	\$ -	0.00%
609125	Employee/Volunteer Recognitn	\$ -	\$ -		\$ -	\$ -	
609200	Sr Citizen Program	\$ 2,500.00	\$ (28.22)		\$ 16.00	\$ -	0.00%
609210	Youth Committee	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 7,857.00	\$ 1,964.25	25.00%	\$ 7,721.00	\$ 1,930.25	25.00%
612115	Liability Insurance Charge	\$ 15,360.00	\$ 4,440.75	28.91%	\$ 12,536.00	\$ 3,134.00	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 47,460.00	\$ 13,721.00	28.91%	\$ 46,238.00	\$ 11,559.50	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
702105	Furniture- General	\$ -	\$ -		\$ -	\$ -	
<b>5100</b>	<b>Parks and Recreation Total</b>	<b>\$ 585,635.71</b>	<b>\$ 131,243.37</b>	<b>22.41%</b>	<b>\$ 550,386.47</b>	<b>\$ 96,785.10</b>	<b>17.58%</b>
<b>5200</b>	<b>Community Services Ctr (Beach)</b>						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ 10,405.29	\$ 1,962.52	18.86%	\$ 9,080.91	\$ 1,854.62	20.42%
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ 537.79	\$ 134.45	25.00%	\$ 535.58	\$ 133.90	25.00%
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ 282.10	\$ -	0.00%	\$ 186.50	\$ -	0.00%
502120	Medicare/Fica	\$ 243.97	\$ 29.75	12.19%	\$ 137.38	\$ 28.20	20.53%
602100	Special Dept Expense	\$ 2,820.00	\$ 954.00	33.83%	\$ 3,858.01	\$ 1,085.93	28.15%
602110	Office Expense	\$ 2,000.00	\$ 146.93	7.35%	\$ 1,924.63	\$ 194.23	10.09%
602150	Recreation Brochure Mailing	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ 200.00	\$ 22.63	11.32%	\$ 199.54	\$ -	0.00%

Account Number	Description	FY 19/20			FY 18/19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
603110	Building Maintenance	\$ 42,200.00	\$ 1,030.84	2.44%	\$ 7,192.13	\$ 1,237.07	17.20%
604100	Communications	\$ -	\$ -		\$ -	\$ -	
604105	Utilities	\$ 10,200.00	\$ 792.46	7.77%	\$ 10,078.15	\$ 845.24	8.39%
606100	Special Event Insurance	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ -	\$ -		\$ -	\$ -	
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608150	Contractual Recreation Progm	\$ -	\$ -		\$ -	\$ -	
609100	Special Events	\$ -	\$ -		\$ -	\$ -	
609125	Employee/Volunteer Recognitn	\$ -	\$ -		\$ -	\$ -	
609200	Sr Citizen Program	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 423.00	\$ 105.75	25.00%	\$ 407.00	\$ 101.75	25.00%
612115	Liability Insurance Charge	\$ 524.00	\$ 131.00	25.00%	\$ 357.00	\$ 89.25	25.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 1,620.00	\$ 405.00	25.00%	\$ 1,317.00	\$ 329.25	25.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
5200	Community Services Ctr (Beach)	\$ 71,456.15	\$ 5,715.33	8.00%	\$ 35,273.83	\$ 5,899.44	16.72%
5300	Stanton Central Park						
501110	Salaries-Regular	\$ 41,500.00	\$ -	0.00%	\$ 132,187.58	\$ 28,518.46	21.57%
501120	Salaries-Part Time	\$ 113,654.00	\$ 34,913.06	30.72%	\$ 7,724.32	\$ 1,931.08	25.00%
502105	Workers Comp Insurance	\$ 7,106.94	\$ 3,553.47	50.00%	\$ 2,494.59	\$ 164.58	6.60%
502115	Unemployment Insurance	\$ 3,038.00	\$ 284.14	9.35%	\$ 1,975.62	\$ 423.57	21.44%
502120	Medicare/Fica	\$ 2,991.24	\$ 561.48	18.77%	\$ 3,854.95	\$ 153.02	3.97%
602100	Special Dept Expense	\$ 4,000.00	\$ 173.88	4.35%	\$ 2,225.24	\$ 94.35	4.24%
602110	Office Expense	\$ 2,000.00	\$ 37.35	1.87%	\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
604105	Utilities	\$ 6,000.00	\$ 191.96	3.20%	\$ 5,361.65	\$ 446.82	8.33%
606100	Special Event Insurance	\$ -	\$ -		\$ -	\$ -	
608150	Contractual Recreation Progm	\$ -	\$ -		\$ -	\$ -	
609100	Special Events	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ 6,912.00	\$ 3,456.00	50.00%	\$ 5,076.00	\$ 1,269.00	25.00%
612125	Employee Benefits	\$ 21,357.00	\$ 10,678.50	50.00%	\$ 18,721.00	\$ 4,680.25	25.00%
5300	Stanton Central Park	\$ 208,559.18	\$ 53,849.84	25.82%	\$ 179,620.95	\$ 37,681.13	20.98%
102							
5100	Parks and Recreation						
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ 491.85		\$ 18,624.55	\$ 2,597.70	13.95%
502105	Workers Comp Insurance	\$ -	\$ -		\$ 1,460.06	\$ 365.02	25.00%
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ 748.19	\$ 124.70	16.67%
502120	Medicare/Fica	\$ -	\$ 7.13		\$ 269.99	\$ 37.67	13.95%
602140	Materials & Supplies	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ 935.00	\$ 233.75	25.00%
612125	Employee Benefits	\$ -	\$ -		\$ 3,448.00	\$ 862.00	25.00%
5100	Parks and Recreation	\$ -	\$ 498.98		\$ 25,485.79	\$ 4,220.84	16.56%

City of Stanton  
September 2019 General Fund Revenues (25% of year)

	Current Month	FY 19-20 Year to Date	Budget FY 19-20	Percent of Budget	FY 18-19 Year to Date	Total FY 18-19	Percent of Total
Property Tax	25,627	45,379	6,213,200	0.73%	85,969	6,104,860	1.43%
Sales and Use Tax	426,441	426,441	4,385,000	9.73%	307,437	4,327,842	7.10%
Transaction and Use Tax	410,682	410,682	4,331,000	9.48%	292,309	4,057,037	7.20%
Transient Occupancy Tax	78,634	88,193	520,000	16.96%	63,685	483,233	13.18%
Franchise Fees	94,537	94,537	1,041,000	9.08%	45,629	1,026,619	4.44%
Business Licenses	9,860	24,335	430,000	5.66%	30,817	414,595	7.43%
Utility Users Tax	153,726	306,085	1,870,000	16.42%	367,579	1,850,880	19.86%
<b>Total Taxes</b>	<b>1,199,507</b>	<b>1,396,552</b>	<b>18,790,200</b>	<b>7.43%</b>	<b>1,193,425</b>	<b>18,265,067</b>	<b>6.53%</b>
Intergovernmental	12,851	65,349	184,124	35.49%	37,428	207,911	18.00%
<b>Total Intergovernmental</b>	<b>(12,831)</b>	<b>(65,349)</b>	<b>(184,124)</b>	<b>35.49%</b>	<b>(37,428)</b>	<b>(207,911)</b>	<b>18.00%</b>
Charges for Services	140,000	140,000	140,000	100.00%	-	140,000	0.00%
<b>Total Charges for Services</b>	<b>140,000</b>	<b>140,000</b>	<b>140,000</b>	<b>100.00%</b>	<b>-</b>	<b>140,000</b>	<b>0.00%</b>
Fees and Permits	101,536	384,572	1,791,550	21.47%	431,243	2,102,176	20.51%
Development Fees	10,019	62,679	151,000	41.51%	63,888	185,259	34.86%
Community Services Fees	6,374	10,932	70,000	15.63%	45,729	144,514	31.64%
<b>Total Fees and Permits</b>	<b>177,929</b>	<b>458,203</b>	<b>2,012,550</b>	<b>22.77%</b>	<b>540,859</b>	<b>2,449,948</b>	<b>22.26%</b>
Fines and Forfeitures	32,828	113,034	468,900	24.18%	112,344	410,443	27.37%
<b>Total Fines and Forfeitures</b>	<b>32,828</b>	<b>113,034</b>	<b>468,900</b>	<b>24.11%</b>	<b>112,344</b>	<b>410,443</b>	<b>27.37%</b>
Investment Earnings	-	-	200,000	0.00%	-	1,367,014	0.00%
Rental Income	11,376	34,803	77,768	44.73%	25,006	140,859	17.03%
<b>Total Use of Money and Property</b>	<b>11,376</b>	<b>34,803</b>	<b>277,768</b>	<b>12.53%</b>	<b>25,006</b>	<b>1,513,873</b>	<b>1.62%</b>
Miscellaneous Revenue	144,894	291,990	387,810	75.29%	309,104	2,405,468	12.85%
Pass-thru Payment	-	-	355,000	0.00%	-	328,675	0.00%
<b>Total Miscellaneous Revenue</b>	<b>144,894</b>	<b>291,990</b>	<b>742,810</b>	<b>39.31%</b>	<b>309,104</b>	<b>2,734,143</b>	<b>11.31%</b>
<b>Total Transfers In</b>	<b>31,667</b>	<b>95,000</b>	<b>380,000</b>	<b>25.00%</b>	<b>160,000</b>	<b>320,000</b>	<b>50.00%</b>
<b>Total Revenues and Transfers In</b>	<b>1,725,369</b>	<b>2,464,233</b>	<b>22,628,104</b>	<b>10.80%</b>	<b>2,303,310</b>	<b>25,605,564</b>	<b>9.00%</b>
Less: Transfers in	(95,000)	(95,000)	(380,000)	25.00%	(160,000)	(320,000)	50.00%
<b>Total Revenues</b>	<b>\$ 1,630,369</b>	<b>\$ 2,369,233</b>	<b>\$ 22,248,104</b>	<b>10.65%</b>	<b>\$ 2,143,310</b>	<b>\$ 25,285,564</b>	<b>8.48%</b>

Administration  
September 2019 General Fund Revenues (25% of year)

Account Number	Description	Category	FY 19/20			FY 18/19		
			Budget	YTD	% of Budget	Actual	YTD Bal	% of Actual
101	General Fund							
437100	Sale Of Publications	Fees & Permits	\$ (100.00)	\$ (21.40)	21.40%	\$ (95.50)	\$ (34.00)	35.60%
437110	Candidate Statements	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
437130	Insurance Reimbursement	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
437145	Sale Of Assets	Miscellaneous	\$ -	\$ -		\$ -	\$ -	
101	General Fund		\$ (100.00)	\$ (21.40)	21.40%	\$ (95.50)	\$ (34.00)	35.60%

Administrative Services  
September 2019 General Fund Revenues (25% of year)

Account Number	Description	Category	FY 19/20			FY 18/19		
			Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
101	General Fund							
430100	Current Year-Secured/Unsecured	Tax	\$ (1,113,000.00)	\$ (18,859.44)	1.69%	\$ (1,095,861.35)	\$ (20,705.84)	1.89%
430105	Current Year-Unsecured	Tax	\$ -	\$ -		\$ -	\$ -	
430110	Property Tax-Prior Year	Tax	\$ -	\$ -		\$ (368.00)	\$ -	
430115	Property Tax-Supplemental	Tax	\$ (25,000.00)	\$ (679.84)	2.72%	\$ (30,694.24)	\$ (568.94)	1.85%
430120	Property Tax-Other	Tax	\$ (894,800.00)	\$ -	0.00%	\$ (913,871.87)	\$ -	0.00%
430121	Property Tax-In Lieu	Tax	\$ (4,060,000.00)	\$ -	0.00%	\$ (3,906,863.00)	\$ -	0.00%
430125	Property Tax-Public Utility	Tax	\$ (40,000.00)	\$ -	0.00%	\$ (43,707.09)	\$ -	0.00%
430130	Tax Administration Fees	Tax	\$ 5,000.00	\$ -	0.00%	\$ 4,817.00	\$ -	0.00%
430135	Homeowners Tax Relief	Tax	\$ (5,400.00)	\$ -	0.00%	\$ (5,868.49)	\$ -	0.00%
430140	Property Transfer Tax	Tax	\$ (80,000.00)	\$ (25,839.80)	32.30%	\$ (112,443.30)	\$ (64,694.01)	57.53%
430200	Sales And Use Tax	Tax	\$ (4,385,000.00)	\$ (426,441.31)	9.73%	\$ (4,327,841.80)	\$ (307,437.12)	7.10%
430300	Transient Occupancy Tax	Tax	\$ (520,000.00)	\$ (88,192.67)	16.96%	\$ (483,233.33)	\$ (63,684.77)	13.18%
430400	Pipeline	Tax	\$ -	\$ -		\$ -	\$ -	
430405	Cable Tv	Tax	\$ (225,000.00)	\$ (40,064.29)	17.81%	\$ (184,803.45)	\$ -	0.00%
430410	Electric	Tax	\$ (186,000.00)	\$ -	0.00%	\$ (195,245.43)	\$ -	0.00%
430415	Gas	Tax	\$ (50,000.00)	\$ -	0.00%	\$ (57,114.51)	\$ -	0.00%
430420	Refuse	Tax	\$ (500,000.00)	\$ (54,472.31)	10.89%	\$ (501,778.75)	\$ (45,629.26)	9.09%
430425	Water	Tax	\$ (80,000.00)	\$ -	0.00%	\$ (87,677.03)	\$ -	0.00%
430500	Business License Tax	Tax	\$ (200,000.00)	\$ (6,221.60)	3.11%	\$ (193,737.99)	\$ (9,758.60)	5.04%
430505	New/Moved Bus Lic Appl Rev	Tax	\$ (70,000.00)	\$ (14,270.00)	20.39%	\$ (61,040.50)	\$ (15,844.50)	25.96%
430510	Business Tax Renewal Process	Tax	\$ (160,000.00)	\$ (3,130.00)	1.96%	\$ (159,128.40)	\$ (4,461.00)	2.80%
430515	SB 1186	Tax	\$ -	\$ (713.00)		\$ (688.03)	\$ (753.00)	109.44%
430600	Util User Tax/Electricity	Tax	\$ (960,000.00)	\$ (176,949.05)	18.43%	\$ (945,724.78)	\$ (211,320.08)	22.34%
430605	Util User Tax/Telephone	Tax	\$ (300,000.00)	\$ (42,724.38)	14.24%	\$ (302,871.25)	\$ (60,923.89)	20.12%
430610	Util User Tax/Gas	Tax	\$ (200,000.00)	\$ (16,920.83)	8.46%	\$ (207,662.79)	\$ (15,971.50)	7.69%
430615	Util User Tax/Water	Tax	\$ (410,000.00)	\$ (70,390.88)	17.17%	\$ (394,621.05)	\$ (79,363.49)	20.11%
432135	Mandated Cost Reimbursement	Intergovernmental	\$ (24,000.00)	\$ (52,518.00)	218.83%	\$ (27,574.00)	\$ (24,114.00)	87.45%
432150	Motor Vehicle In Lieu	Intergovernmental	\$ -	\$ -		\$ (18,945.88)	\$ -	0.00%
432180	Public Safety Augment Tax	Intergovernmental	\$ (160,124.00)	\$ (12,830.53)	8.01%	\$ (161,390.67)	\$ (13,314.22)	8.25%
434100	General Fines	Fines & Forfeitures	\$ (500.00)	\$ (59.80)	11.96%	\$ 6,985.42	\$ (40.57)	-0.58%
434105	Motor Vehicle Fines	Fines & Forfeitures	\$ (140,000.00)	\$ (27,116.11)	19.37%	\$ (138,840.32)	\$ (31,362.72)	22.59%
434120	Administrative Citation	Fines & Forfeitures	\$ (5,000.00)	\$ (2,550.00)	51.00%	\$ (6,320.00)	\$ (1,060.00)	16.77%
435100	Interest Earned	Money & Property	\$ (200,000.00)	\$ -	0.00%	\$ (1,364,979.30)	\$ -	0.00%
435105	Interest On Tax Monies	Money & Property	\$ -	\$ -		\$ (2,034.48)	\$ -	0.00%
436100	Bus Shelter Site Rental	Money & Property	\$ -	\$ -		\$ -	\$ -	
436135	Pac Bell Mobile Svcs-Rent	Money & Property	\$ (20,268.48)	\$ (4,883.97)	24.10%	\$ (21,154.72)	\$ (4,629.66)	21.88%
437115	Recycling Fees	Fees & Permits	\$ (95,000.00)	\$ -	0.00%	\$ (91,888.50)	\$ -	0.00%
437125	Donations	Miscellaneous	\$ -	\$ -		\$ -	\$ -	#DIV/0!
437135	Expense Reimbursement	Fees & Permits	\$ (20,000.00)	\$ -	0.00%	\$ (29,678.83)	\$ -	0.00%
437136	Indirect Cost Reimbursement	Fees & Permits	\$ (269,210.00)	\$ (134,604.89)	50.00%	\$ (395,980.77)	\$ (147,515.50)	37.25%
437195	Other Revenue	Miscellaneous	\$ (2,000.00)	\$ (157,364.13)	7868.21%	\$ (1,887,115.93)	\$ (161,554.64)	8.56%
439102	Transfer from 102	Transfer	\$ -	\$ -		\$ -	\$ -	
439201	Transfer From Recycling(210)	Transfer	\$ -	\$ -		\$ -	\$ -	
439211	Transfer From Gas Tx Fnd(211)	Transfer	\$ -	\$ -	#DIV/0!	\$ (260,000.00)	\$ (65,000.00)	25.00%
439220	Transfer from Measure M	Transfer	\$ -	\$ -		\$ -	\$ -	
439223	Transfer From Prot Svcs(505)	Transfer	\$ (380,000.00)	\$ (95,000.00)	25.00%	\$ (380,000.00)	\$ (95,000.00)	25.00%
439224	Transfer-Light Dist Fnd(521)	Transfer	\$ -	\$ -		\$ -	\$ -	
439225	Transfer-Light/Median(522)	Transfer	\$ -	\$ -		\$ -	\$ -	
439226	Transfer from Air Quality(226)	Transfer	\$ -	\$ -		\$ -	\$ -	
439250	Transfer From FaCT Grant	Transfer	\$ -	\$ -		\$ -	\$ -	
439285	Transfer fr Hag Authority	Transfer	\$ -	\$ -		\$ -	\$ -	
439305	Transfer from Capital Projects	Transfer	\$ -	\$ -		\$ -	\$ -	
439310	Transfer from Park Imp	Transfer	\$ -	\$ -		\$ -	\$ -	
439401	Transfer From Debt Service Fnd	Transfer	\$ -	\$ -		\$ -	\$ -	
439501	Transfer From Sewer Fnd(601)	Transfer	\$ -	\$ -		\$ -	\$ -	
439602	Transfer from Worker's Comp	Transfer	\$ -	\$ -		\$ -	\$ -	
439603	Transfer from Liability Risk Mg	Transfer	\$ -	\$ -		\$ -	\$ -	
439605	Transfer from Fleet Maintenance	Transfer	\$ -	\$ -		\$ -	\$ -	
439606	Transfer fr Capital Asset Repl	Transfer	\$ -	\$ -		\$ -	\$ -	
439607	Trsfir fr Emergency Preparedness	Transfer	\$ -	\$ -		\$ -	\$ -	
439608	Transfer fr Bldg Maint	Transfer	\$ -	\$ -		\$ -	\$ -	
439609	Transfer fr Info Tech	Transfer	\$ -	\$ -		\$ -	\$ -	
439712	Trsfir Fr Redey Obligation Reti	Transfer	\$ -	\$ -		\$ -	\$ -	
440100	Sra Tax Incr Pass Thru Alloc	Transfer	\$ (355,000.00)	\$ -	0.00%	\$ (328,674.88)	\$ -	0.00%
101	General Fund		\$ (16,130,302.48)	\$ (1,472,796.83)	9.13%	\$ (19,315,622.29)	\$ (1,444,707.31)	7.48%
102	Gen Fnd (Transaction & Use Tax							
430250	Transactions & Use Tax	Tax	\$ (4,331,000.00)	\$ (410,682.35)	9.48%	\$ (4,057,037.27)	\$ (292,308.91)	7.20%
102	Gen Fnd (Transaction & Use Tax		\$ (4,331,000.00)	\$ (410,682.35)	9.48%	\$ (4,057,037.27)	\$ (292,308.91)	7.20%



Public Safety - Wren  
September 2019 General Fund Revenues (25% of year)

Account Number	Description	Category	FY 19/20			FY 18/19		
			Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
101	General Fund							
431185	Parking Permits	Fees & Permits	\$ (5,000.00)	\$ (2,250.00)		\$ (4,295.00)	\$ (1,125.00)	26.19%
431190	Towing Franchise Fee	Fees & Permits	\$ (20,000.00)	\$ -	0.00%	\$ (29,970.00)	\$ (4,500.00)	15.02%
432105	Abandoned Vehicles	Intergovernmental	\$ -	\$ -		\$ -	\$ -	
433100	Charges For Services	Intergovernmental	\$ (140,000.00)	\$ (139,999.98)	100.00%	\$ (139,999.98)	\$ -	0.00%
434110	Parking Citations	Fines & Forfeitures	\$ (245,000.00)	\$ (62,520.10)	25.52%	\$ (200,104.40)	\$ (60,441.50)	30.20%
434115	Dmv Parking Collections	Fines & Forfeitures	\$ (78,400.00)	\$ (20,788.00)	26.52%	\$ (72,164.00)	\$ (19,439.00)	26.94%
437105	Firework Services	Fees & Permits	\$ (1,500.00)	\$ -	0.00%	\$ (708.75)	\$ -	0.00%
101	General Fund		\$ (489,900.00)	\$ (225,558.08)	46.04%	\$ (447,242.13)	\$ (85,505.50)	19.12%

Public Works - Rigg  
September 2019 General Fund Revenues (25% of year)

Account Number	Description	Category	FY 19/20			FY 18/19		
			Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
101	General Fund							
431125	Engineering Permits	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
431130	Engineering Plan Check Fees	Fees & Permits	\$ (5,000.00)	\$ (4,480.00)	89.60%	\$ (8,085.00)	\$ (4,035.00)	
431135	Public Works Permits	Fees & Permits	\$ (40,000.00)	\$ (14,681.00)	36.70%	\$ (96,840.00)	\$ (20,355.00)	21.02%
431150	Grading Plan Review	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
431155	Grading Permits	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
431160	Solid Waste Impact Fees	Fees & Permits	\$ (1,150,000.00)	\$ (101,291.15)	8.81%	\$ (1,146,832.44)	\$ (99,621.92)	8.69%
431180	P/W Inspections	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
432230	State Recycling Grant	Intergovernmental	\$ -	\$ -		\$ -	\$ -	
101	General Fund		\$ (1,195,000.00)	\$ (120,452.15)	10.08%	\$ (1,251,757.44)	\$ (124,011.92)	9.91%

Community Development  
September 2019 General Fund Revenues (25% of year)

Account Number	Description	Category	FY 19/20			FY 18/19		
			Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
101	General Fund							
431100	Building Plan Check Fees	Fees & Permits	\$ (100,000.00)	\$ (29,188.41)	29.19%	\$ (136,964.63)	\$ (23,825.62)	17.40%
431105	Mechanical Permits	Fees & Permits	\$ (100,000.00)	\$ (37,015.00)	37.02%	\$ (118,922.00)	\$ (58,500.00)	49.19%
431110	Building Permits	Fees & Permits	\$ (260,000.00)	\$ (155,903.70)	59.96%	\$ (423,003.13)	\$ (161,638.50)	38.21%
431115	Plumbing Permits	Fees & Permits	\$ (35,000.00)	\$ (11,215.00)	32.04%	\$ (49,303.00)	\$ (21,484.00)	43.58%
431120	Electrical Permits	Fees & Permits	\$ (45,000.00)	\$ (15,504.00)	34.45%	\$ (51,895.00)	\$ (19,978.50)	38.50%
431140	S M I P - Commerical Fees	Fees & Permits	\$ (50.00)	\$ (152.01)	304.02%	\$ (417.71)	\$ (4,119.41)	986.19%
431145	S M I P-Residential Permits	Fees & Permits	\$ (200.00)	\$ (818.55)	409.28%	\$ (118.00)	\$ (920.28)	779.90%
431146	SB 1473 Fee	Fees & Permits	\$ (300.00)	\$ (360.00)	120.00%	\$ (216.00)	\$ (926.00)	428.70%
431194	Massage Establishment Fee	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
431195	Other Fees & Permits	Fees & Permits	\$ (31,000.00)	\$ (11,713.00)	37.78%	\$ (35,314.00)	\$ (10,213.50)	28.92%
432245	Planning Grants	Intergovernmental	\$ -	\$ -		\$ -	\$ -	
433150	Garbage Franchise Services	Intergovernmental	\$ -	\$ -		\$ -	\$ -	
433200	Conditional Use Permit	Fees & Permits	\$ (5,000.00)	\$ (2,485.00)	49.70%	\$ (19,685.00)	\$ (7,260.00)	36.88%
433205	Precise Plan Of Design	Fees & Permits	\$ (12,000.00)	\$ (9,230.00)	76.92%	\$ (21,719.46)	\$ (825.00)	3.80%
433210	Variance	Fees & Permits	\$ (24,000.00)	\$ -	0.00%	\$ (4,900.00)	\$ -	0.00%
433215	Provisional Use Permit	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433220	Preliminary Plan Review	Fees & Permits	\$ (18,000.00)	\$ (5,625.00)	31.25%	\$ (1,875.00)	\$ (1,875.00)	100.00%
433225	Environmental Services	Fees & Permits	\$ (500.00)	\$ (225.00)	45.00%	\$ (865.00)	\$ (10,560.00)	1220.81%
433227	Foreclosure Registration	Fees & Permits	\$ (12,000.00)	\$ (3,941.00)	32.84%	\$ (11,483.00)	\$ (2,815.00)	24.51%
433230	Zoning Entitlements	Fees & Permits	\$ -	\$ (365.00)		\$ -	\$ -	
433235	Land Divisions	Fees & Permits	\$ (6,000.00)	\$ -	0.00%	\$ (7,765.00)	\$ -	0.00%
433240	Special Event Permits	Fees & Permits	\$ (700.00)	\$ (180.00)	25.71%	\$ (1,140.00)	\$ (285.00)	25.00%
433245	Sign/Ban/R/Gar Sa/Temp Use Per	Fees & Permits	\$ (6,400.00)	\$ (2,085.00)	32.58%	\$ (7,115.00)	\$ (2,260.00)	31.76%
433250	Ministerial Services	Fees & Permits	\$ (7,500.00)	\$ (4,560.00)		\$ (15,375.00)	\$ (3,740.00)	24.33%
433255	Document Reproduction	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433260	Landscape Plan Check	Fees & Permits	\$ (1,200.00)	\$ (975.00)	81.25%	\$ (1,950.00)	\$ -	0.00%
433265	Home Occupation/Use Permits	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433266	Massage Establishment License	Fees & Permits	\$ (2,700.00)	\$ -	0.00%	\$ (3,050.00)	\$ (1,599.00)	52.43%
433267	Donation Bin Permit	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433270	General Plan Maint Surcharge	Fees & Permits	\$ (5,000.00)	\$ (3,465.00)	69.30%	\$ (6,755.00)	\$ (2,555.00)	37.82%
433285	Other Developmental Fees	Fees & Permits	\$ (50,000.00)	\$ (29,542.90)	59.09%	\$ (79,581.40)	\$ (30,113.90)	37.84%
101	General Fund		\$ (722,550.00)	\$ (324,548.57)	44.92%	\$ (999,412.33)	\$ (365,493.71)	36.57%

Community Services - Bobadilla  
September 2019 General Fund Revenues (25% of year)

Account Number	Description	Category	FY 19/20			FY 18/19		
			Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
101	General Fund							
433305	General Recreation Programs	Fees & Permits	\$ (39,000.00)	\$ (7,894.00)	20.24%	\$ (38,266.25)	\$ (10,481.00)	27.39%
433310	Rec Brochure Advertising Fee	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433315	Field Lighting/Nrsf	Fees & Permits	\$ (31,000.00)	\$ (3,058.00)	9.86%	\$ (19,911.00)	\$ (2,578.75)	12.95%
433320	Spec Event Participant Fee	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
436115	Property Rental	Money & Property	\$ -	\$ -		\$ (4.00)	\$ -	0.00%
436125	Community Hall Rental	Money & Property	\$ (42,500.00)	\$ (24,624.00)	57.94%	\$ (89,339.00)	\$ (11,428.00)	12.79%
436126	SCP Building Rental	Money & Property	\$ -	\$ -		\$ (6,271.00)	\$ (2,644.00)	42.16%
436127	SCP Shelter Rental	Money & Property	\$ (15,000.00)	\$ (5,295.00)	35.30%	\$ (21,330.00)	\$ (5,245.00)	24.59%
436128	SCP Fields Rental	Money & Property	\$ -	\$ -		\$ (8,760.25)	\$ (1,059.00)	12.09%
436130	Mary Perez Site Lease	Money & Property	\$ -	\$ -		\$ -	\$ -	
101	General Fund		\$ (127,500.00)	\$ (40,871.00)	32.06%	\$ (183,881.50)	\$ (33,435.75)	18.18%

# Agenda Item: 7A

## CITY OF STANTON

### REPORT TO CITY COUNCIL & STANTON HOUSING AUTHORITY

**TO:** Honorable Mayor and City Council

**DATE:** October 22, 2019

**SUBJECT: JOINT PUBLIC HEARING – MAKING CERTAIN FINDINGS PURSUANT TO HEALTH AND SAFETY CODE SECTION 33433, ADOPTING THE RELATED SUMMARY REPORT AND APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT WITH KB HOMES COASTAL, INC.**

#### **REPORT IN BRIEF:**

The Housing Authority owns a certain parcel located at 7455 Katella Avenue. If approved, this Disposition and Development Agreement will provide for the sale of this parcel owned by the Housing Authority to KB Homes for the design and construction of 36 single-family detached residences.

#### **RECOMMENDED ACTION:**

1. Conduct a public hearing; and
2. Declare that the action is not a project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(3) and 15378(b); and
3. Approve Resolution Number 2019-46, making certain findings pursuant to Health and Safety Code 33433, adopting the Summary Report prepared pursuant to Health and Safety Section 33433, approving the sale of certain real property located at 7455 Katella Avenue (APN: 079-371-09) to KB Homes by the Stanton Housing Authority through the Disposition and Development Agreement; and
4. Authorize the Executive Director to execute any necessary documents to facilitate the sale of the property.

#### **BACKGROUND/ANALYSIS:**

The former Stanton Redevelopment Agency ("Agency") was the owner of one real property located at 7455 Katella Avenue in the City of Stanton. Pursuant to Health and Safety Code Section 34172, the Agency was dissolved on February 1, 2012, and the Agency's housing functions and assets, including the Authority Properties, were transferred to the Housing Authority ("Authority") pursuant to Health and Safety Code Section 34176. The transfer of

the Authority Properties from the dissolved Agency to the Authority was approved on the Housing Asset Transfer form submitted to and approved by the California Department of Finance.

In December of 2018, the Development Committee met to discuss the different opportunities associated with the sale of 7455 Katella Avenue, which is located in the RH (High Density Residential) zone. Representatives from KB Homes contacted staff with an interest in purchasing the site and submitted an official Letter of Intent to purchase the property for the appraised value of \$810,000. In February of 2019, the City Council authorized staff to enter into negotiations for an agreement for the purchase and development of these properties.

The Authority has been in negotiations with KB Homes ("Developer") for the development of the parcel for 36 single family detached housing project ("Project"). The Disposition and Development Agreement ("Agreement") provides for the conveyance of the Properties to the Developer to facilitate the development of the Project.

#### **FISCAL IMPACT:**

The sale of the properties will generate \$810,000.00 (eight hundred ten thousand dollars) for the Housing Authority, minus costs of brokerage and escrow fees.

#### **ENVIRONMENTAL IMPACT:**

Authority staff has determined that the approval of the proposed conveyance of the Property and approval of the Agreement is exempt from environmental review pursuant to the California Environmental Quality Act of 1970 (CEQA), as amended, and the Guidelines promulgated there under. Specifically, the Authority's approval of the Agreement would not constitute approval by the Authority or City of any development of the Properties or of other activity on the Properties that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Moreover, Developer's future use or development of the Properties is expressly conditioned on CEQA compliance. City shall conduct environmental review in accordance with CEQA prior to taking any discretionary action with regard to any proposed development of the Properties. (Pub. Resources Code, § 21002.)

#### **PUBLIC NOTIFICATION:**

In accordance with California Health and Safety Code Section 33433, a public notification of the hearing date, along with the following documents have been available for public inspection and copying, during regular business hours, at the City of Stanton City Clerk's Office, 7800 Katella Ave, Stanton California 90680 and the Stanton Community Services Center at 11822 Santa Paula St., Stanton California 90680:

1. A copy of the proposed Agreement; and
2. A summary which describes and specifies all the following:
  - a. The cost of the Agreement to the Agency;

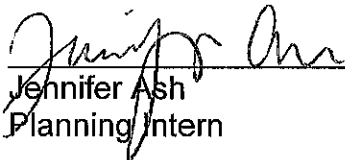
- b. The estimated value of the Property, determined at the highest and best uses permitted under the Redevelopment Plan; and
- c. The estimated value of the Property, determined at the use and with the conditions, covenants and development costs required by the Agreement;
- d. The purchase price of the Property and an explanation of the difference between the purchase price and the fair market value of the Property, if any; and
- e. An explanation of the reasons the Agreement will assist in the elimination of blight in the Redevelopment Project Area.

Public notice for this item was also circulated in a paper of general circulation, the OC News, published on October 18<sup>th</sup> of 2019, and made available through the regular agenda process.


### STRATEGIC PLAN:

#### 5 – Provide a High Quality of Life

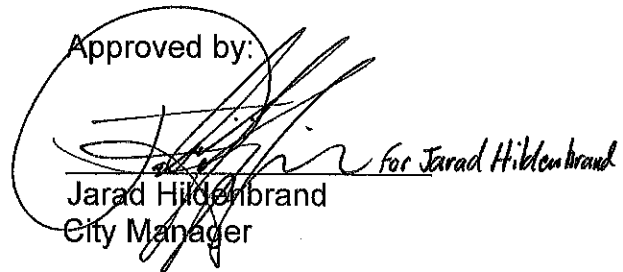
Prepared By:

  
Jennifer Ash  
Planning Intern

Reviewed by:

  
Rose Rivera  
Senior Planner

Approved by:

  
Jarad Hildenbrand  
City Manager

Attachment:

- A. Joint Resolution approving the 33433 Report, making certain findings and approving the Disposition and Development Agreement
- B. Health and Safety Code 33433 Report
- C. Disposition and Development Agreement

## RESOLUTION NO. 2019-46

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON AND THE STANTON HOUSING AUTHORITY APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT WITH KB HOME COASTAL, INC., FOR THE PROPERTY LOCATED AT 7455 KATELLA AVE. (APN 079-371-09) MAKING CERTAIN FINDINGS PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 33433 IN CONNECTION WITH THE SALE OF PROPERTY FORMERLY OWNED BY THE STANTON REDEVELOPMENT AGENCY**

**WHEREAS**, the Stanton Redevelopment Agency ("Agency") was engaged in activities to execute and implement the Redevelopment Plan for the Project Area pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code § 33000, et seq.) ("CRL"); and

**WHEREAS**, the Agency was dissolved pursuant to AB 1X 26 and its housing assets were transferred to the Stanton Housing Authority; and

**WHEREAS**, the property located at 7455 Katella Avenue was transferred by the Agency to the Housing Authority and are now being disposed of for the development of housing; and

**WHEREAS**, the Housing Authority has negotiated a Disposition and Development Agreement ("Agreement") with KB Home Coastal, Inc. ("Developer") for the disposition of the Property to the Developer and development of the Property with an 36-unit single-family housing development ("Project"); and

**WHEREAS**, the Agreement implements the goals and objectives of the former Agency, the Housing Authority, and the City for the development of the Project on the Property, which will benefit the economic development needs of the City and assist the Agency in eliminating blight by converting a vacant parcel into residential development; and

**WHEREAS**, the City has determined that implementation of the Agreement: (i) is in the best interest of the City, the Housing Authority, the former Agency and the health, safety and welfare of the City's taxpayers and residents and is in accordance with the public purposes set forth in the Redevelopment Plan and CRL; (ii) strengthens the City's land use and social structure; (iii) alleviates economic and physical blight in the City; and (iv) provides clean, safe, and sanitary affordable housing, and

**WHEREAS**, pursuant to CRL Section 33433, before any property of the Agency acquired in whole or in part, directly or indirectly, with tax increment moneys is sold for development pursuant to the redevelopment plan, the agreement shall first be approved by the legislative body by resolution after public hearing; and

**WHEREAS**, pursuant to CRL Section 33433, the Housing Authority, standing in the place of the Agency, may, with the consent of the City Council, approve the sale of the Property to the Developer for development of the Project in accordance with the



Agreement if the City Council makes certain findings following a noticed public hearing; and

**WHEREAS**, the Housing Authority has prepared, and the City Council has reviewed and considered, a summary pursuant to CRL Section 33433 ("Summary") setting forth: (1) the cost of the Agreement to the Agency; (2) the estimated value of the interest to be conveyed; and (3) an explanation of how the acquisition and conveyance of the Property will assist in the elimination of blight within the Project Area and has made the Summary available for public inspection in accordance with CRL Section 33433; and

**WHEREAS**, public notice for this item was circulated in a paper of general circulation, the OC News, published on October 18<sup>th</sup> of 2019, and made available through the regular agenda process; and

**WHEREAS**, a duly noticed joint public hearing on the proposed Project and the proposed Agreement was held; and

**WHEREAS**, the Housing Authority is the lead agency concerning the Project pursuant to the California Environmental Quality Act (codified as Public Resources Code Sections 21000 *et seq*) ("CEQA") and the State CEQA Guidelines; and

**WHEREAS**, City staff has determined that the City's approval of the proposed conveyance of the Property and approval of the Agreement is exempt from environmental review pursuant to the California Environmental Quality Act of 1970 (CEQA), as amended, and the Guidelines promulgated thereunder. Specifically, the Authority's approval of the Agreement would not constitute approval by the Authority or City of any development of the Properties or of other activity on the Properties that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Moreover, Developer's future use or development of the Properties is expressly conditioned on CEQA compliance. City shall conduct environmental review in accordance with CEQA prior to taking any discretionary action with regard to any proposed development of the Properties. (Pub. Resources Code, § 21002.); and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Stanton and the Stanton Housing Authority as follows:

**SECTION 1. Recitals.** The Recitals set forth above are true and correct and incorporated herein.

**SECTION 2. 33433 Findings.** The City Council approves the Summary Report and disposition of the Property and finds and determines, based on the information made available in the Summary Report, the staff report accompanying this Resolution, the oral presentation of City staff, and all other written and oral evidence presented to the City Council at or prior to the public hearing, that:

- a. The conveyance of title in the Property to the Developer will assist in the elimination of blight by requiring development of the Project in accordance with the Agreement on the underutilized and economically stagnant Property; and
- b. The conveyance of title in the Property is consistent with the implementation plan for the Project Area; and
- c. The consideration is not less than the fair reuse value at the use and with the covenants and conditions and development costs authorized by the sale or lease.

**SECTION 3. Agreement Approval.** The City Council and Housing Authority approve the Agreement together with any non-substantive changes and amendments as may be approved by both the City Manager/Executive Director of the Authority and the City Attorney/Authority Counsel.

**SECTION 4. Agreement Implementation.** The City Council and Housing Authority hereby authorize and directs the City Manager/Executive Director of the Housing Authority to take any action and execute any documents necessary to implement the Agreement.

**SECTION 5. CEQA.** The Housing Authority determine that the approval of the proposed conveyance of the Property and approval of the Agreement is exempt from environmental review pursuant to the California Environmental Quality Act of 1970 (CEQA), as amended, and the Guidelines promulgated thereunder. Specifically, the Authority's approval of the Agreement would not constitute approval by the Authority or City of any development of the Properties or of other activity on the Properties that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Moreover, Developer's future use or development of the Properties is expressly conditioned on CEQA compliance. City shall conduct environmental review in accordance with CEQA prior to taking any discretionary action with regard to any proposed development of the Properties. (Pub. Resources Code, § 21002.) is necessary.

**SECTION 6. Notice of Exemption.** The City Council and Housing Authority hereby authorizes and direct that a Notice of Exemption shall be filed with the Clerk of the Board of Supervisors of the County of Orange, California, within five (5) working days following the date of adoption of this Resolution.

**SECTION 7. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**SECTION 8. Certification.** The City Clerk shall certify to the passage and adoption of this Resolution and the same shall thereupon take effect and be in force immediately upon its adoption.

**ADOPTED, SIGNED AND APPROVED** this 22nd day of October, 2019.

\_\_\_\_\_  
DAVID J. SHAWVER, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-46 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on October 22, 2019, and that the same was adopted, signed and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

INFORMATION SUMMARY (33433 REPORT)  
FOR THE  
DISPOSITION AND DEVELOPMENT AGREEMENT  
BETWEEN  
CITY OF STANTON HOUSING AUTHORITY  
AND  
KB HOME COASTAL INC.

**Introduction:**

This summary is provided pursuant to Section 33433 of the California Health and Safety Code. It sets forth certain details of the proposed Disposition and Development Agreement ("Agreement") between the following parties:

1. The City of Stanton Housing Authority, a California public body, corporate and politic ("Authority"); and
2. KB Home Coastal, Inc., a California corporation ("Developer").

The purpose of the Agreement is to effectuate the proposed development of a 36-unit housing project ("Project") on the property located at 7455 Katella Avenue, Stanton, California (APN 079-371-09) ("Property").

The basic disposition terms embodied in the Agreement can be summarized as follows:

1. The Authority will sell the Property to Developer for \$810,000.
2. The Developer shall construct 36-single family residences at the Project site.

**Background:**

On March 26, 2019, the Authority authorized staff to negotiate the terms of a Disposition and Development Agreement with Developer for a certain City-owned parcel.

Staff has negotiated with Developer the terms of the proposed Agreement. The project includes the development of 36 single-family residences. The assumed floor plans would consist of three (3) to four (4) bedrooms, two-and-a-half (2 ½) bath to three-and-a-half (3 ½) bath with square footages of approximately 1,767 square feet to 1932 square feet.

Pursuant to Section 33433, this report shall contain the following:

1. A copy of the proposed Agreement (attached hereto as Exhibit 1); and
2. A summary which describes and specifies all the following:
  - a. The cost of the Agreement to the City;

- b. The estimated value of the Property, determined at the highest and best use as permitted;
- c. The estimated value of the Property, determined at the use and with the conditions, covenants and development costs required by the Agreement;
- d. The purchase price of the Property and an explanation of the difference between the purchase price and the fair market value of the Property, if any; and
- e. An explanation of the reasons the Agreement will assist in the elimination of blight in the Project area.

### **Summary of Required Points**

#### **2a. Cost of the Agreement to the City including land costs, relocation and improvements:**

Pursuant to the terms of the Agreement, the Authority will sell the Property to the Developer for the purchase price of \$810,000. The cost to the Authority is determined based on the following information:

1. Land Acquisition Costs: None. The property is currently owned by the Authority.  
  
The Authority-owned property at 7455 Katella Avenue was acquired by the Stanton Redevelopment Agency on September 21, 2006 for a purchase price of \$326,000. It was subsequently transferred from Stanton Redevelopment Agency to the Stanton Housing Authority on June 29, 2011.
2. Clearance Costs: None.
3. Relocation Costs: None. The lot is currently vacant.
4. Improvement Costs: None. All public improvements required for the proposed Developer Improvements are the obligation of the Developer.
5. Finance Costs: None.

#### **2b. Estimated value of interest to be conveyed at the highest and best use permitted under the redevelopment plan:**

Section 33433 of the California Health and Safety Code requires the Authority to identify the value of the interests being conveyed at the highest use allowed by the Property's zoning and the requirements imposed by the redevelopment plan. The

valuation must be based on the assumption that near-term development is required, but the valuation does not take into consideration any extraordinary use, quality and/or income restrictions that are being imposed on the development by the Authority.

The estimated value analysis for vacant land which assumes all existing buildings have been cleared and the site assembled into a single ownership with entitlements for mixed used development is \$810,000. This value is based upon an independent appraisal of the Property prepared on October 30, 2017.

**2c. The estimated value of the Property, determined at the use and with the conditions, covenants and development costs required by the Agreement:**

Analysis of the "estimated value of interest" must take into account the fair market value of cleared vacant land of the interest to be conveyed. As noted, the fair market value for cleared land is \$810,000. This amount assumes that the land may be entitled for the proposed development, title is free of any encumbrances other than those identified in the appraisal of October 30, 2017 and that the Property is free of any form of contamination or any other negative environmental influence.

Pursuant to the terms of the Agreement, the Developer will purchase the property for \$810,000.

**2d. The purchase price of the Property and an explanation of the difference between the purchase price and the fair market value of the Property:**

The purchase price of the Property is \$810,000. The Developer is purchasing the Property at fair market value.

**2e. Explanation as to the reason why the Agreement will assist the elimination of blight:**

The sale of this Property pursuant to the Agreement will help to eliminate blight by converting a vacant parcel into residential development. Thus, the Project fulfills the blight elimination requirement.

**Exhibit 1 Draft Proposed Agreement**

**EXHIBIT 1**

**PROPOSED DISPOSITION AND DEVELOPMENT AGREEMENT  
BETWEEN  
CITY OF STANTON HOUSING AUTHORITY  
AND  
KB HOME COASTAL, INC.**

[Attached behind this cover page]



DISPOSITION AND DEVELOPMENT AGREEMENT  
(7455 Katella Avenue)

by and between the

STANTON HOUSING AUTHORITY,  
a joint exercise of powers authority,

and

KB HOME COASTAL INC.,  
a California corporation

[Dated as of [TO BE DETERMINED], for reference purposes only]

**DISPOSITION AND DEVELOPMENT AGREEMENT**  
(7455 Katella Avenue)

This DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue) ("**Agreement**") is dated as of [TO BE DETERMINED], for reference purposes only, and is entered into by and between the HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("**HA**"), and KB HOME COASTAL INC., a California corporation ("**Developer**"). HA and Developer enter into this Agreement with reference to the following recitals of fact (each, a "**Recital**"):

**RECITALS**

A. The Redevelopment Agency for the City of Stanton ("**RDA**") owned certain real property located at 7455 Katella Avenue, Stanton, California (APN 079-371-09) consisting of approximately forty-six hundredths (.46) of an acre ("**Property**"), as more particularly defined in Section 1.1.70 of this Agreement.

B. Assembly Bill 1X 26, enacted as part of the 2011-2012 State of California budget bill, and as modified by the Supreme Court of the State of California in the matter of *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 dissolved and set out procedures for the wind-down of all redevelopment agencies throughout the State effective February 1, 2012, and in June 2012, the California Legislature adopted Assembly Bill 1484 (Assembly Bill 1X 26 and Assembly Bill 1484 are collectively referred to herein as the "**Dissolution Act**") further modifying some of the procedures set forth in Assembly Bill 1X 26, and adding certain other procedures and requirements for the dissolution and wind-down of redevelopment agencies.

C. HA is the successor entity to the RDA and, pursuant to the Dissolution Act, upon the RDA's dissolution the Property automatically transferred to the HA.

D. Pursuant to Health and Safety Code section 34177(e), HA is responsible for disposing of the assets and properties of the former RDA, as directed by the Oversight Board to the HA, expeditiously and in a manner aimed at maximizing value.

E. In order to dispose of the Property expeditiously and in a manner aimed at maximizing value, HA and Developer desire for Developer to acquire the Property from HA and develop the Property as the Project (defined in Section 1.1.69 below). It is intended that the Project will be part of a larger residential community referred to herein as the "Community", which is more particularly described in Section 1.1.13 below.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES AND COVENANTS OF HA AND DEVELOPER SET FORTH IN THIS AGREEMENT, HA AND DEVELOPER AGREE, AS FOLLOWS:

## TERMS AND CONDITIONS

### 1. **DEFINITIONS**

1.1 **Definitions.** The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 **Affiliate.** Any other Person, directly or indirectly, Controlling or Controlled by or under common Control with the specified Person.

1.1.2 **Agreement.** This Disposition and Development Agreement (7455 Katella Avenue) by and between HA and Developer, including all of the exhibits attached to this Agreement.

1.1.3 **ALTA Survey.** A survey of the Community, inclusive of the Property, prepared by a State licensed civil engineer or surveyor selected by Developer in accordance with current ALTA/ASCM standards and sufficient for the Title Company to issue the Developer Title Policy.

1.1.4 **Application.** Any agreement, application, certificate, document or submission (or amendment of any of the foregoing): (a) necessary or appropriate for the Project, including any application for any building permit, utility service or hookup, easement, covenant, condition, restriction, subdivision or such other instrument as Developer may reasonably request for the Project; or (b) to enable Developer to seek any Approval or to use and operate the Project in accordance with this Agreement.

1.1.5 **Approval.** Any license, permit, approval, consent, certificate, ruling, variance, authorization, conditional use permit, Land Use Entitlements or amendment to any of the foregoing, as shall be necessary or appropriate under any Law to commence, perform or complete the construction of the Project on the Property, including any associated CEQA Document.

1.1.6 **Bankruptcy Proceeding.** Any proceeding, whether voluntary or involuntary, under Title 11, United States Code, and any other or successor State or Federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.1.7 **Business Day.** Any weekday on which HA is open to conduct regular business functions with HA personnel.

1.1.8 **CEQA.** The California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*

1.1.9 **CEQA Documents.** Any exemption determination, any Negative Declaration (mitigated or otherwise) or any Environmental Impact Report (including any addendum or amendment to, or subsequent or supplemental Environmental Impact Report) required or permitted by any Government, pursuant to CEQA, to issue any Approvals for the Community, inclusive of the Project.

1.1.10 **City.** The City of Stanton, a California municipal corporation.

1.1.11 **Claim.** Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature, and if an Indemnitor improperly fails to provide a defense for an Indemnitee, then Legal Costs) and any judgment. Claims include but are not limited to claims for: (i) injury to any Person (including death at any time resulting from that injury); (ii) loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction) regardless of where located; (iii) any worker's compensation claim or determination; (iv) any Prevailing Wage Action; or (v) any Environmental Claim.

1.1.12 **Close of Escrow.** The first date on which the Escrow Agent has filed all of the documents set forth in Section 3.9.1 with the County for recording in the official records of the County in accordance with Section 3.9.1.

1.1.13 **Community.** That certain proposed residential community of approximately thirty-six (36) residential units, including the approximately seven (7) residential units within the Project, and associated common areas, as depicted on Exhibit B attached hereto.

1.1.14 **Control.** Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership of Equity Interests, by contract or otherwise.

1.1.15 **County.** The County of Orange, California.

1.1.16 **Default.** An Escrow Default, Monetary Default or Non-Monetary Default.

1.1.17 **Default Interest.** Interest at an annual rate equal to the lesser of: (a) eight percent (8%) per annum; or (b) the highest rate of interest, if any, that Law allows under the circumstances.

1.1.18 **Deposit.** Ten Thousand Dollars (\$10,000) in cash or immediately available funds to be deposited into Escrow within five (5) Business Days after Escrow opening ("First Deposit"). An additional Ten Thousand Dollars

(\$10,000) shall be deposited into Escrow within three (3) Business Days after expiration of the Due Diligence Period ("Second Deposit") unless this Agreement has been terminated pursuant to the provisions hereof. Collectively the First Deposit and Second Deposit shall be referred to as the "Deposit."

1.1.19 **Developer.** KB HOME COASTAL INC., a California corporation, and any successors or assigns of KB HOME COASTAL INC. permitted under the terms and conditions of this Agreement.

1.1.20 **Developer Parties.** Collectively, Developer and the directors, officers, employees, agents, shareholders, members, managers and partners of Developer.

1.1.21 **Developer Title Policy.** An ALTA extended coverage owners' policy of title insurance issued by the Title Company, with coverage in the amount of the Purchase Price, showing title to the Property vested in Developer.

1.1.22 **Development Agreement.** That certain Development Agreement to be agreed upon between the City and Developer, if at all, prior to the expiration of the Due Diligence Period and to be entered into and recorded in the official records of the County at or before the Close of Escrow.

1.1.23 **Documents.** Documents means those Documents delivered by HA to Developer pursuant to Section 2.4.4 below.

1.1.24 **Due Diligence Completion Notice.** A written notice from Developer delivered to HA prior to the end of the Due Diligence Period stating Developer's unconditional acceptance of the condition of the Property, including the terms and provisions of the Development Agreement, or stating Developer's rejection of the condition of the Property or the terms and provisions of the Development Agreement and its refusal accept a conveyance of title to the Property.

1.1.25 **Due Diligence Investigations.** Developer's due diligence investigations of the Property to determine the suitability of the Property for development of the Project for market rate for-sale housing, including, without limitation, any governmental land regulations, zoning ordinances, development costs, financial and market feasibility, all covenants, conditions and restrictions and other contracts, agreements or documents affecting the Property, proposed or existing assessment districts affecting the Property, the status of the entitlement or development condition of the Property, the physical condition of the Property, including soil and geological assessments, a Phase I environmental audit and, if recommended in the Phase I environmental audit, soil sampling and analysis, as deemed appropriate in the reasonable discretion of Developer, all at the sole cost and expense of Developer.

1.1.26 **Due Diligence Period.** The time period of ninety (90) continuous calendar days commencing on the day immediately following the Escrow Opening Date.

1.1.27 **Effective Date.** The first date on which all of the following have occurred: (a) HA has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Developer; (b) HA has received a certified copy of the official action taken by the Developer approving this Agreement signed by the authorized representative(s) of Developer, in a form attached to this Agreement as Exhibit D, (c) this Agreement is approved by the governing body of HA and duly executed on behalf of HA; and (d) Developer has received from HA a fully executed counterpart original of the of this Agreement and a Notice of the Effective Date. Developer shall insert in such Notice the date received by Developer and shall sign and return a copy of such Notice to HA within seven (7) calendar days after receipt of such Notice. HA's failure to send the Notice or Developer's failure to return shall not invalidate or modify the Effective Date The Effective shall be no later than thirty (30) days following the date this Agreement is approved by the governing body of the HA.

1.1.28 **Environmental Claim.** Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Laws or Hazardous Material Discharge.

1.1.29 **Environmental Laws.** All Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the

Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health & Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.]; the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.]; together with any amendments of or regulations promulgated under the statutes cited above or any other Federal, State, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene (to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Materials on, under, or about the Property) or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

**1.1.30 Equity Interest.** All or any part of any direct equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

**1.1.31 Escrow.** An escrow, as defined in Civil Code Section 1057 and Financial Code Section 17003(a), that is conducted by the Escrow Agent with respect to the conveyance of the Property from HA to Developer pursuant to this Agreement.

**1.1.32 Escrow Agent.** First American Title Company, through its office located at 18500 Von Karman Avenue, Suite 600, Irvine, CA 92612, Attention: Jeanne Gould, Email: jagould@firstam.com, or such other Person mutually agreed upon in writing by both HA and Developer.

**1.1.33 Escrow Closing Statement.** A statement prepared by the Escrow Agent indicating among other things, the Escrow Agent's estimate of all funds to be deposited or received by HA or Developer, respectively, and all charges to be paid by HA or Developer, respectively, through the Escrow.

**1.1.34 Escrow Default.** The unexcused failure to submit any document or funds to the Escrow Agent as reasonably necessary to close the Escrow, pursuant to the terms and conditions of this Agreement, after all other conditions precedent to the Close of Escrow for the benefit of such Party are satisfied or waived by such Party.

**1.1.35 Escrow Opening Date.** The first date on which a copy of this Agreement signed by both HA and Developer is deposited with the Escrow Agent which shall occur within five (5) Business Days after the Effective Date. If Escrow

is not opened within five (5) Business Days after the Effective Date, this Agreement shall be null and void.

1.1.36 **Event of Default.** The occurrence of any one or more of the following:

(a) *Monetary Default.* A Monetary Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such payment;

(b) *Escrow Default.* An Escrow Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the document or funds not submitted;

(c) *Bankruptcy or Insolvency.* Developer admits in writing that Developer is unable to pay its debts as they become due or becomes subject to any Bankruptcy Proceeding (except an involuntary Bankruptcy Proceeding dismissed within ninety (90) calendar days after commencement), or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Developer's assets or Developer's interest in this Agreement, the Property or the Project (unless such appointment, attachment, execution, or other seizure was involuntary, and is contested with diligence and continuity and vacated and discharged within ninety (90) calendar days); or

(d) *Non-Monetary Default.* Any Non-Monetary Default other than those specifically addressed in the preceding subsection (c) that is not cured within thirty (30) calendar days after Notice to the Party alleged to be in Default describing the Non-Monetary Default in reasonable detail, or, in the case of a Non-Monetary Default that cannot with reasonable diligence be cured within thirty (30) calendar days after the effective date of such Notice, if the Party alleged to be in Default does not do all of the following: (a) within thirty (30) calendar days after the initial Notice of such Non-Monetary Default, advise the other Party of the intention of the Party alleged to be in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.37 **Executive Director.** The Executive Director of HA or his or her designee or successor in function.

1.1.38 **Federal.** The federal government of the United States of America.

1.1.39 **Final Approval.** An Approval shall be a Final Approval when such Approval has been approved by the applicable Government agency on terms and conditions acceptable to Developer in its reasonable discretion and all time periods for initiating a legal challenge (appeal, writ, referendum, or otherwise,



including, without limitation) to such Approval have passed without such a legal challenge having been initiated, or if a legal challenge has been initiated, it has been resolved on terms and conditions satisfactory to Developer in its sole and absolute discretion and, in the case of Third Person easements, licenses and permits, such documents have been prepared and signed by all applicable Third Persons in form and content acceptable to Buyer in its sole and absolute discretion.

1.1.40 **Form 593.** A California Franchise Tax Board Form 593-C.

1.1.41 **Government.** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (Federal, State, County, district, municipal, City, HA or otherwise) whether now or later in existence.

1.1.42 **HA.** The Housing Authority of the City of Stanton, a public body, corporate and politic.

1.1.43 **HA Deed.** A grant deed conveying the Property from HA to Developer, at the Close of Escrow, substantially in the form of Exhibit E attached to this Agreement.

1.1.44 **HA Parties.** Collectively, HA and the officials, officers, employees, agents and volunteers of HA.

1.1.45 **Hazardous Material.** Any flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum, petroleum products and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as "hazardous substances" pursuant to 33 U.S.C. § 1321; (c) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended; (d) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., or any so-called "superfund" or "superlien" law; (e) defined as a "pollutant" or "contaminant" under 42 U.S.C. § 9601(33); (f) defined as "hazardous waste" under 40 C.F.R. Part 260; (g) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; (h) any matter within the definition of "hazardous substance" set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act ("TSCA") [15 U.S.C. Sections 2601 et seq.]; (j) any matter, waste or substance regulated under the

Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; (k) those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) any matter, waste or substances defined as "hazardous waste" in Section 25117 of the California Health and Safety Code; (n) any substance defined as a "hazardous substance" in Section 25316 of the California Health and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) other substances, materials, or wastes that are, or become, regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to said Law, including manure, asbestos, polychlorinated biphenyl, flammable explosives and radioactive material.

1.1.46 **Hazardous Material Discharge.** Any deposit, discharge, generation, release, or spill of a Hazardous Material that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Material to or from the Property, or that arises at any time from the construction, installation, use or operation of the Project or any activities conducted at, on, under or from the Property, whether or not caused by a Party.

1.1.47 **Indemnify.** Where this Agreement states that any Indemnitor shall "indemnify" any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). "**Indemnified**" shall have the correlative meaning.

1.1.48 **Indemnitee.** Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.49 **Indemnitor.** A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.50 **Independent Contract Consideration.** Defined in Section 2.2.

1.1.51 **Land Use Entitlements.** All land use entitlements required in connection with the development of the Community, including, without limitation, a tentative subdivision map, final map, a zone change, conditional use permit, general and/or specific plan amendment, necessary or appropriate for the use and development of the Property for the Project and all easements, licenses, and permits required from any Government or Third Person to construct improvements to service the Project and/or to grade and develop the Project (including without limitation an unrestricted grading permit per the grading plan approved by the City

and a demolition permit for any existing structures on the Property, both in ready-to-issue condition subject only to payment of applicable permit fees and posting of applicable bonds), in form and content satisfactory to Developer in its sole and absolute discretion.

1.1.52 **Law.** Every law, ordinance, requirement, order, proclamation, directive, rule, or regulation of any Government applicable to the Property or the Project, in any way, including any development, use, maintenance, taxation, operation, or occupancy of, or environmental conditions affecting the Property or the Project, or relating to any taxes, or otherwise relating to this Agreement or any Party's rights, obligations or remedies under this Agreement, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

1.1.53 **Legal Costs.** In reference to any Party, all reasonable costs and expenses such Party incurs in any legal proceeding (or other matter for which such Party is entitled to be reimbursed for its Legal Costs), including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.54 **Liability Insurance.** Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and which may be provided through a combination of primary insurance in the amount of One Million Dollars (\$1,000,000), and excess or self-insurance for the balance.

1.1.55 **Monetary Default.** Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, any bond or surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person, except to the extent constituting an Escrow Default.

1.1.56 **Non-Monetary Default.** The occurrence of any of the following, except to the extent constituting a Monetary Default or an Escrow Default: (a) any failure of a Party to perform any of its obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, or neither, would constitute a breach of this Agreement by a Party.

1.1.57 **Notice.** Any consent, demand, designation, election, notice, or request relating to this Agreement, including any Notice of Default. All Notices must be in writing.

1.1.58 **Notice of Default.** Any Notice claiming or giving Notice of a Default or alleged Default.

1.1.59 **Notify.** To give a Notice.

1.1.60 **Outside Closing Date.** The date that is Fourteen (14) months following the expiration of the Due Diligence Period; provided, however, the Outside Closing Date shall be extended for up to two (2) consecutive one (1) month extensions in order to satisfy any unsatisfied conditions precedent to the Close of Escrow set forth in Sections 3.4 or 3.5 below which are not the result of a default of a Party. All references herein to "Outside Closing Date" shall include any extensions agreed upon, in writing, by the Parties.

1.1.61 **Parties.** Collectively, HA and Developer.

1.1.62 **Party.** Individually, either HA or Developer, as applicable.

1.1.63 **Permitted Exception.** All exceptions appearing on the Preliminary Report that are: (i) standard printed exceptions in the Title Policy issued by Title Company; (ii) general and special real property taxes and assessments, a lien not yet due and payable; and (iii) any other easements, rights of way, covenants, conditions and restrictions of record, other than Prohibited Exceptions.

1.1.64 **Person.** Any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

1.1.65 **Preliminary Report.** The preliminary report issued by the Title Company in contemplation of issuance of the Developer Title Policy, accompanied by the best available copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed policy of title insurance.

1.1.66 **Prevailing Wage Action.** Any of the following: (a) any determination by the State Department of Industrial Relations that prevailing wage rates should have been paid, but were not; (b) any determination by the State Department of Industrial Relations that higher prevailing wage rates than those paid should have been paid; (c) any administrative or legal action or proceeding arising from any failure to comply with any of California Labor Code Sections 1720 through 1781, as amended from time to time, or any Federal Law regarding prevailing wages, including maintaining certified payroll records pursuant to California Labor Code Section 1776; or (d) any administrative or legal action or proceeding to recover wage amounts at law or in equity, including pursuant to California Labor Code Section 1781 or applicable Federal Law.

1.1.67 **Prohibited Encumbrance.** Any Security Instrument, mechanic's lien, easement or other encumbrance recorded or asserted against the Property or the Project that is not a Permitted Encumbrance.

1.1.68 **Prohibited Exception.** Any monetary liens or encumbrances, claims to fee title or leasehold or other possessory interests in the Property or other exceptions to title set forth in the Preliminary Report or any supplement thereto which unless expressly waived in a Title Waiver Notice, are not unconditionally approved by Developer in Developer's Title Notice or, if conditionally approved, the conditions to approval are not satisfied.

1.1.69 **Project.** The planning, design, construction and sale by Developer of seven (7) private residential, market-rate for-sale homes on the Property, including associated common areas and off-site infrastructure improvements necessary to serve the homes on the Property, all as specifically described in the Scope of Development, described in Exhibit F attached to this Agreement, and all to be developed in accordance with plans and specifications approved by the City and any conditions imposed by City in its consideration of Developer's development Application related to the Project.

1.1.70 **Property.** The property located at 7455 Katella Avenue, Stanton, California (APN 079-371-09), as more particularly described in Exhibit A attached to this Agreement.

1.1.71 **Purchase Price.** Eight Hundred Ten Thousand Dollars (\$810,000), which amount represents the fair market value for the Property according to that certain Appraisal Report dated October 30, 2017.

1.1.72 **State.** The State of California.

1.1.73 **Third Person.** Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.74 **Title Company.** First American Title Company, Attn. Hugo Tello, or such other Person mutually agreed upon in writing by both HA and Developer.

1.1.75 **Title Notice.** A written notice from Developer to HA stating Developer's acceptance of the state of the title to the Property or specified exceptions to the state of title to the Property, as described in the Preliminary Report for the Developer Title Policy, or Developer's disapproval or conditional approval of specific matters shown in such Preliminary Report as exceptions to coverage under the proposed Developer Title Policy, describing in reasonable detail the actions that Developer reasonably believes are indicated to obtain Developer's unconditional approval of the state of the title to the Property.

1.1.76 **Title Notice Response.** The written response of HA to the Title Notice, in which HA either elects to: (a) cause the removal from the Preliminary Report for the Developer Title Policy of any matters disapproved or conditionally approved in the Title Notice; (b) obtain title or other insurance or endorsement in a form satisfactory to Developer in its sole and absolute discretion insuring against any matters disapproved or conditionally approved in the Title Notice; or (c) not take either action described in clause "(a)" or "(b)" of this Section 1.1.76.

1.1.77 **Title Notice Waiver.** A written notice from Developer to HA waiving Developer's previous disapproval or conditional approval in the Title Notice of specific matters shown in Schedule B of the Preliminary Report for the Developer Title Policy as exceptions to coverage under the proposed Developer Title Policy.

1.1.78 **Unavoidable Delay.** A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters, inclement weather or inability to obtain materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

1.1.79 **Waiver of Subrogation.** A provision in, or endorsement to, any insurance policy, by which the carrier agrees to waive rights of recovery by way of subrogation against either Party to this Agreement for any loss such policy covers.

1.1.80 **Worker's Compensation Insurance.** Worker's compensation insurance complying with the provisions of State law and an employer's liability insurance policy or endorsement to a liability insurance policy, with a minimum liability limit in accordance with the provisions of California law covering all employees of Developer.

## 2. **PROPERTY PURCHASE AND SALE**

### 2.1 Purchase and Sale.

2.1.1 **Opening of Escrow.** Subject to all of the terms and conditions of this Agreement, HA shall convey title to the Property to Developer in consideration of Developer paying the Purchase Price to HA and Developer's performance of Developer's promises and covenants set forth in this Agreement. Developer shall accept conveyance of title to the Property from HA, subject to the Permitted Exceptions, pursuant to the terms, conditions, covenants, and agreements set forth in this Agreement or the HA Deed. For the purposes of exchanging documents to complete the conveyance of title to the Property from HA to Developer and the acquisition of title to the Property by Developer from HA, pursuant to the

terms and conditions of this Agreement, HA and Developer agree to open the Escrow with the Escrow Agent. The provisions of Section 3 of this Agreement are the joint escrow instructions of the Parties to the Escrow Agent for conducting the Escrow.

2.1.2 **Deposit.** Within five (5) Business Days after the opening of the Escrow, Developer shall deliver the First Deposit to the Escrow Agent. Within three (3) Business Days following the expiration of the Due Diligence Period and provided that Developer has timely delivered to HA a Due Diligence Completion Notice wherein Developer has accepted the condition of the Property and Developer and City have agreed, in writing, upon the terms and provisions of the Development Agreement, Developer shall deliver the Second Deposit to the Escrow Agent. Upon the Close of Escrow, the Deposit shall be credited to Developer towards the Purchase Price.

2.2 **Independent Contract Consideration.** Upon receipt of the First Deposit, Escrow Agent shall deliver to HA the sum of one hundred dollars (\$100.00) from the First Deposit ("**Independent Contract Consideration**"), which amount has been bargained for and agreed to as adequate consideration for Developer's right to purchase the Property with the right to terminate this Agreement during the Due Diligence Period and for HA's execution, delivery and performance of this Agreement. The Independent Contract Consideration is independent of all other consideration provided in this Agreement and is nonrefundable to Developer in all events.

2.3 **Developer Approval of Title to Property.**

2.3.1 **Title Notice.** After the Escrow Opening Date, Developer shall request that Title Company prepare and deliver the Preliminary Report to both HA and Developer. Within thirty (30) calendar days following Developer's receipt of the Preliminary Report, but in all cases before the end of the Due Diligence Period, Developer shall send the Title Notice to HA.

2.3.2 **Failure to Deliver Title Notice.** If Developer fails to send the Title Notice to HA within the time period provided in Section 2.3.1, Developer will be deemed to disapprove the status of title to the Property and refuse to accept conveyance of title to the Property, Developer shall be deemed to have terminated this Agreement and the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13.

2.3.3 **Title Notice Response.** Within fifteen (15) calendar days following HA's receipt of the Title Notice (if any), HA shall send the Title Notice Response to Developer. If the Title Notice does not disapprove or conditionally approve any matter in the Preliminary Report or Developer fails to deliver the Title Notice, HA shall not be required to send the Title Notice Response. If HA does not send the Title Notice Response, if necessary, within the time period provided in this Section 2.3.3, HA shall be deemed to elect not to take any action in reference to the Title Notice. If HA elects in the Title Notice Response to take any action in reference

to the Title Notice, HA shall complete such action, prior to the Close of Escrow or as otherwise specified in the Title Notice Response.

**2.3.4 Title Notice Waiver.** If HA elects or is deemed to have elected not to address one or more matters set forth in the Title Notice to Developer's reasonable satisfaction, then within ten (10) calendar days after the earlier of: (a) Developer's receipt of HA's Title Notice Response; or (b) the last date for HA to deliver its Title Notice Response pursuant to Section 2.3.3, Developer shall either: (i) refuse to accept the title to and conveyance of the Property, or (ii) waive its disapproval or conditional approval of all such matters set forth in the Title Notice by sending the Title Notice Waiver to HA. Failure by Developer to timely send the Title Notice Waiver, where the Title Notice Response or HA's failure to deliver the Title Notice Response results in HA's election not to address one or more matters set forth in the Title Notice to Developer's reasonable satisfaction, will be deemed Developer's continued refusal to accept the title to and conveyance of the Property, in which case Developer shall be deemed to have terminated this Agreement and the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13.

**2.3.5 No Termination Liability.** Any termination of this Agreement and cancellation of the Escrow pursuant to a right provided in this Section 2.3 shall be without liability to the other Party or any other Person. Termination shall be automatic if Developer does not deliver the Title Notice and the Title Notice Waiver in a timely manner pursuant to the terms of this Section 2.3. Developer may also terminate this Agreement by delivery of a Notice of termination to both HA and the Escrow Agent. Upon termination of this Agreement, the Parties and the Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13. Once a Notice of termination is given pursuant to this Section 2.3, delivery of a Title Notice or Title Notice Waiver shall have no force or effect and this Agreement shall terminate in accordance with the Notice of termination.

## **2.4 Developer Due Diligence Investigations.**

**2.4.1 Time and Expense.** Developer shall complete all Due Diligence Investigations that Developer deems appropriate in its sole and absolute discretion, within the Due Diligence Period and shall conduct all Due Diligence Investigations at Developer's sole cost and expense.

**2.4.2 Right to Enter.** HA licenses Developer to enter the Property for the sole purpose of conducting the Due Diligence Investigations, subject to all of the terms and conditions of this Agreement. The license given in this Section 2.4.2 shall terminate with the termination of the Due Diligence Period unless Developer has delivered to HA the Due Diligence Completion Notice stating Developer's unconditional acceptance of the condition of the Property and delivered to Escrow Agent the Second Deposit, in which event, Developer may, thereafter,



continue to enter the Property for purposes of conducting such other Due Diligence Investigations as Developer deems reasonably necessary subject to all requirements and indemnities of this Agreement. Any Due Diligence Investigations by Developer shall not unreasonably disrupt any then existing use or occupancy of the Property. Developer shall provide HA forty-eight (48) hours advance written notice of Developer's intent to enter the Property.

**2.4.3 Limitations.** Developer shall not conduct any intrusive or destructive testing on any portion of the Property, other than low volume soil samples, or other testing required to prepare necessary environmental documents for the development of the Project, without HA's prior written consent, which shall not be unreasonably withheld or delayed. Developer shall pay all of Developer's vendors, inspectors, surveyors, consultants or agents engaged in any inspection or testing of the Property, such that no mechanics liens or similar liens for work performed are imposed upon the Property by any such Person. Following the conduct of any Due Diligence Investigations on the Property, Developer shall restore the Property to substantially its condition prior to the conduct of such Due Diligence Investigations.

**2.4.4 HA Delivery of Documents.** HA shall deliver to Developer for its review all data, correspondence, documents, agreements, waivers, notices, reports, and other records regarding the Property in the HA's or its agents' possession within ten (10) calendar days following the Effective Date. This paragraph only requires the HA to disclose those documents which would be required to be disclosed in any commercial arm's length transaction involving the sale of land.

**2.4.5 Indemnification of HA.** The activities of Developer or Developer's agents directly or indirectly related to the Due Diligence Investigations shall be subject to Developer's Indemnity obligations pursuant to Section 5.5.2.

**2.4.6 Due Diligence Completion Notice.** Developer shall deliver a Due Diligence Completion Notice to HA prior to the end of the Due Diligence Period. If Developer does not unconditionally accept the condition of the Property and the terms and provisions of a Development Agreement by delivery of its Due Diligence Completion Notice stating such unconditional acceptance, prior to the end of the Due Diligence Period, Developer shall be deemed to have rejected the condition of the Property and refused to accept conveyance of title to the Property, this Agreement shall automatically terminate, and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13.

**2.4.7 ALTA Survey.** Developer shall obtain an ALTA Survey at Developer's sole cost and expense prior to the end of the Due Diligence Period or, thereafter, in the event that Developer has delivered to HA the Due Diligence Completion Notice stating Developer's unconditional acceptance of the condition of the Property and has delivered to Escrow Agent the Second Deposit. In the event that

Developer obtains an ALTA Survey, Developer shall deliver a copy of the same to HA within five (5) Business Days after Developer's receipt thereof.

2.4.8 **Insurance.** Prior to any entry on the Property by Developer before the Close of Escrow, Developer shall secure and maintain Liability Insurance that will cover the activities of Developer and its agents and consultants on the Property and shall name HA an additional insured thereunder, and (b) workers' compensation insurance. Not less than 24 hours prior to entering the Property, Developer shall provide a certificate of insurance to HA evidencing the insurance required herein.

2.4.9 **Development Agreement.** Developer and City shall, during the Due Diligence Period, endeavor to negotiate a mutually acceptable Development Agreement wherein Developer agrees to certain obligations and requirements regarding the development of the Project on the Property after the Close of Escrow. In the event that Developer and City agree, in writing, to the terms and provisions of a Development Agreement, the Development Agreement shall be executed by the Developer and City at the Close of Escrow and shall be recorded in the official records of the County upon the Close of Escrow. In the event that Developer and City fail to agree, in writing and in the sole and absolute discretion of each, to the terms and provisions of a Development Agreement prior to the expiration of the Due Diligence Period, this Agreement shall automatically terminate without further action by either Party and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13 below. While the Development Agreement shall be applicable to the Project being developed on the Property, it shall not be applicable to the remainder of the Community.

2.4.10 The HA's approval of this Agreement does not constitute approval by the HA or City of any development of the Property or of other activity on the Property that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Moreover, Developer's future use or development of the Property is expressly conditioned on CEQA compliance. City shall conduct an environmental review in accordance with CEQA prior to taking any discretionary action with regard to any proposed development of the Property. Nothing in this Agreement shall be construed to limit the City's discretion to consider and adopt any mitigation measure or project alternative, including the alternative of rejecting any proposed development of the Property, as provided in Public Resources Code section 21002. Following completion of the City's environmental review of any proposed development of the Property, the City shall file a notice of such approval as provided in Public Resources Code section 21152. The Parties agree and acknowledge that any proposed development of the Property might change as a result of various environmental factors. On or before the Close of Escrow, the scope and location of proposed development and the design of the anticipated improvements might well change to account for needs of Developer, including changes required by the CEQA process.

2.5 "AS-IS" Acquisition. The Close of Escrow shall evidence Developer's unconditional and irrevocable acceptance of the Property in the Property's AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION AS OF THE CLOSE OF ESCROW, WITHOUT WARRANTY as to character, quality, performance, condition, title, physical condition, soil conditions, the presence or absence of fill, ocean or tidal impacts, shoring or bluff stability or support, subsurface support, zoning, land use restrictions, the availability or location of utilities or services, the location of any public infrastructure on or off of the Property (active, inactive or abandoned), the suitability of the Property for the Project or other use or the existence or absence of Hazardous Materials and with full knowledge of the physical condition of the Property, the nature of HA's interest in and use of the Property, all laws applicable to the Property and any and all conditions, covenants, restrictions, encumbrances and all matters of record relating to the Property. The Close of Escrow shall also constitute Developer's representation and warranty to HA that: (a) Developer has had ample opportunity to inspect and evaluate the Property and the feasibility of the uses and activities Developer is entitled to conduct on the Property in accordance with this Agreement; (b) Developer is experienced in real estate development; (c) Developer is relying entirely on Developer's experience, expertise and its own inspection of the Property in its current state in proceeding with acquisition of the Property; (d) Developer accepts the Property in its present condition; (e) to the extent that Developer's own expertise with respect to any matter regarding the Property is insufficient to enable Developer to reach an informed conclusion regarding such matter, Developer has engaged the services of Persons qualified to advise Developer with respect to such matters; (f) Developer has received assurances acceptable to Developer by means independent of HA or HA's agents of the truth of all facts material to Developer's acquisition of the Property pursuant to this Agreement; and (g) the Property is being acquired by Developer as a result of Developer's own knowledge, inspection and investigation of the Property and not as a result of any representation made by HA or HA's agents relating to the condition of the Property. HA hereby expressly and specifically disclaims any express or implied warranties regarding the Property.

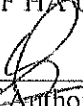
2.6 Release of HA.

2.6.1 **Developer Waiver and Release of Claims.** AT THE CLOSE OF ESCROW, DEVELOPER WAIVES AND RELEASES HA AND ITS REPRESENTATIVES FROM ALL CLAIMS RELATING TO THE PHYSICAL OR TITLE CONDITION OF THE PROPERTY AS OF THE CLOSE OF ESCROW, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.6.2. WITH RESPECT TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 2.6.1, DEVELOPER WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL SIMILAR STATUTES, PROVISIONS OR PRINCIPLES OF LAW. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN

BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2.6.2 **Specific Obligations Excluded.** THE FOREGOING GENERAL RELEASE NOTWITHSTANDING, DEVELOPER IS NOT RELEASING HA FROM: (a) HA'S EXPRESS COVENANTS UNDER THIS AGREEMENT; (b) HA'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THOSE THAT SURVIVE THE CLOSE OF ESCROW; (c) THIRD PERSON CONTRACT CLAIMS AGAINST HA ARISING OUT OF CONTRACTS TO WHICH HA IS A PARTY; (d) LIABILITY FOR A HAZARDOUS MATERIAL DISCHARGE BY HA; (e) BREACH OF ANY EXPRESS WARRANTY OR REPRESENTATION MADE BY HA HEREIN AND/OR (f) HA'S WILLFUL MISCONDUCT OR FRAUD (WITHOUT WAIVING ANY AVAILABLE DEFENSES OR IMMUNITIES OF HA UNDER APPLICABLE LAW).

  
\_\_\_\_\_  
Initials of Authorized  
Developer's Representative

### 3. **JOINT ESCROW INSTRUCTIONS**

3.1 **Opening of Escrow; Escrow Instructions.** The conveyance of title to the Property from HA to Developer shall take place through the Escrow to be administered by Escrow Agent. Developer shall cause the Escrow to be opened within five (5) Business Days following Developer's receipt of Notice of the occurrence of the Effective Date. Escrow Agent shall promptly confirm the Escrow Opening Date in writing to each of the Parties.

3.2 **Escrow Instructions.** This Section 3 constitutes the joint escrow instructions of the Parties to Escrow Agent for conduct of the Escrow for the conveyance of title to the Property, as contemplated by this Agreement. Developer and HA shall sign such further escrow instructions consistent with the provisions of this Agreement as may be reasonably requested by Escrow Agent. In the event of any conflict between the provisions of this Agreement and any further escrow instructions requested by Escrow Agent, the provisions of this Agreement shall control. Escrow Agent shall only proceed to close the Escrow after Escrow Agent receives approved Escrow Closing Statements from both HA and Developer.

3.3 **Escrow Agent Authority.** HA and Developer authorize Escrow Agent to:

3.3.1 **Charges.** Pay and charge HA and Developer for their respective shares of the applicable fees, taxes, charges and costs payable by either HA or Developer regarding the Escrow;

3.3.2 **Settlement/Closing Statements.** Release each Party's Escrow Closing Statement to the other Party;

3.3.3 **Document Recording.** File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

3.3.4 **Counterpart Documents.** Utilize documents signed by HA or Developer in counterparts, including attaching separate signature pages to one version of the same document.

3.4 **Developer's Conditions Precedent to Close of Escrow.** Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Developer, Developer's obligation to proceed with the Close of Escrow and accept conveyance of title to the Property from HA through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Developer) of each of the following conditions precedent prior to the Outside Closing Date:

3.4.1 **Title Policy.** Title Company is committed to issue to Developer, as of the Close of Escrow, the Developer Title Policy covering the Property, subject only to the Permitted Exceptions, upon payment of Title Company's premium for such policy;

3.4.2 **Approvals.** Final Approval and issuance of all discretionary Approvals required from each and every Government and Third Person for the development and construction of the Community as a market rate for-sale residential subdivision, inclusive of the of the Project on the Property, including, without limitation the Land Use Entitlements and CEQA Documents;

i. **Land Use Approvals.** Nothing in the approval of this Agreement by HA shall be binding on HA, the City Council or any other commission, committee, board or body of City regarding any Approvals required from such bodies regarding Developer's use or development of the Property. Nothing in this Agreement, nor any action by HA with reference to this Agreement or any related documents is intended to be nor shall be deemed to constitute issuance or waiver of any required Approval regarding the Property or waiver or exercise of any legislative discretion regarding any Application, Approval or other matter relating to the Project.

3.4.3 **Due Diligence.** Developer and City shall have agreed, in writing, to the terms and provisions of the Development Agreement to be effective upon the Close of Escrow and Developer shall have timely delivered its Due Diligence Completion Notice to HA stating Developer's unconditional acceptance of the condition of the Property, in accordance with Section 2.4.6 above;

3.4.4 **HA Escrow Deposits.** HA deposits all of the items into Escrow required by Section 3.8;

3.4.5 **HA Pre-Closing Obligations.** HA performs all of its material obligations required to be performed by HA pursuant to this Agreement prior to the Close of Escrow;

3.4.6 **Paet Property Acquisition.** As of the Close of Escrow, the Escrow Agent shall be prepared to close, simultaneously with the Close of Escrow hereunder, and the Escrow Agent shall be duly authorized to close by Developer in accordance with that certain Purchase and Sale Agreement and Joint Escrow Instructions between Brill C. Paet and Maria C. Paet, as Co-Trustees of the Amuer Trust, U/A Dated February 4, 2019, as HA and Developer as Developer (the "**Adjacent Parcel Contract**") provided that all conditions to closing under the Adjacent Parcel Contract have been satisfied or waived in writing by Developer, Developer's purchase of the parcel under the Adjacent Parcel Contract, identified as 10941 and 10921 Western Avenue (APN Nos. 079-371-13 and 079-371-12) (the "**Adjacent Parcel**"). In the event that the Adjacent Parcel Contract is terminated prior to closing for any reason, then Developer shall in its sole discretion have the right to terminate this Agreement, and if Developer so elects, then the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13;

3.4.7 **Quiet Title to Private Water Well Rights.** The private water well on Property, together with all rights relating thereto, including, without limitation, water rights and associated easements for pipelines, access and the like on, in, over, about or otherwise pertaining to the Property relating thereto ("**Private Water Well Rights**") shall have been duly abandoned and quitclaimed by the owners of such Private Water Well Rights or a final, non-appealable judgment quieting title in HA to such Water Well Rights shall have been entered by the Superior Court of Orange County, California, such that the Developer Title Policy may be issued without exception for such Private Water Well Rights or the private water well currently located on the Property;

3.4.8 **Performance by HA.** HA shall have timely performed all obligations to be performed by HA pursuant to this Agreement;

3.4.9 **Truth of HA's Representations and Warranties.** HA's representations, warranties and covenants set forth herein shall be true as of the Close of Escrow;

3.4.10 **No Material Adverse Change.** There shall be no material adverse change in the physical condition of the Property or any improvements serving the Property from the condition in which they existed as of the date of this Agreement that would render the Property unsuitable for Developer's intended development of the Project;

3.4.11 **No Leases or Tenancies.** There shall be no leases, tenancies or other rights of occupancy relating to the Property and all persons and

entities shall have vacated the Property such that exclusive possession of the Property can be delivered to Developer at the Close of Escrow;

3.4.12 **Easements.** All easements, rights-of-ways, licenses, permits and agreements required from any Third Person to access the Property, construct improvements to service the Community and to grade and develop the Community shall have been obtained in form and content satisfactory to Developer in Developer's reasonable discretion;

3.4.13 **Moratoria.** There shall be no enacted or proposed building or utility hook-up moratoria, ordinances, laws or regulations that were not existing and enforced as of the date of this Agreement, and that would prohibit or materially delay or hinder the issuance of building permits or certificates of occupancy for the Community and the residences to be constructed in the Community;

3.4.14 **Affordable Housing.** If HA or City requires any affordable housing in the Project or any fee in lieu of affordable housing in the Project, Developer may terminate this Agreement within 10 business days of receiving notice of the requirement; and

3.4.15 **Assessment Districts.** There shall be no formed or City proposed financing or other assessment district with respect to the Property, other than as shown on the Preliminary Report;

3.5 **HA Conditions Precedent to Close of Escrow.** Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by HA, HA's obligation to convey title to the Property to Developer through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by HA) of each of the following conditions precedent prior to the Outside Closing Date:

3.5.1 **Title.** Developer accepts the state of the title to the Property, in accordance with Section 2.3;

3.5.2 **Due Diligence.** Developer and HA shall have agreed, in writing, to the terms and provisions of the Development Agreement, in which event it shall have been attached to this Agreement as Exhibit C and incorporated herein and Developer shall have timely delivered its Due Diligence Completion Notice to HA stating Developer's unconditional acceptance of the condition of the Property, in accordance with Section 2.4.6;

3.5.3 **Developer Escrow Deposits.** Developer deposits all of the items into Escrow required by Section 3.7;

3.5.4 **Developer Pre-Closing Obligations.** Developer performs all of its material obligations required to be performed by Developer pursuant to this Agreement prior to Close of Escrow;

3.5.5 **Development Agreement.** City and Developer have entered into a Development Agreement governing the future development of the Project and that Development Agreement is in a position to be recorded at or prior to the close of this escrow.

3.5.6 **CEQA Documents.** Final Approval, adoption, and certification of the CEQA Documents, if any.

3.5.7 **Land Use Entitlements.** Developer has received Final Approval of all Land Use Entitlements for development of the Project.

3.6 **Failure of Conditions Not Default.** HA's failure to satisfy Developer's condition set forth in Section 3.4.2 shall not constitute an Escrow Default (or any other type of Default or Event of Default) by HA under this Agreement, unless HA fails to exercise reasonable efforts to satisfy the condition (which, as it relates to Section 3.4.2, reasonable efforts shall not include litigation or other dispute resolution process); provided, however, HA retains its sole and absolute discretion with respect to any legislative act or approval by HA. Failure to satisfy the condition set forth in Section 3.4.7 regarding the abandonment or quieting title to the Private Water Well Rights shall not constitute an Escrow Default or any other type of Default or Event of Default under this Agreement. The failure of City and Developer to enter into a Development Agreement shall not constitute a Default or Event of Default by HA or Developer.

3.7 **Developer's Escrow Deposits.** Developer shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to HA, at least one (1) Business Day prior to the Close of Escrow:

3.7.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by Developer under the terms of this Agreement to close the Escrow, including the Purchase Price, less the Deposit, all in immediately available funds;

3.7.2 **Certificate of Acceptance.** The Certificate of Acceptance attached to the HA Deed signed by the authorized representative(s) of Developer in recordable form;

3.7.3 **Development Agreement.** Executed counterpart originals of the Development Agreement in recordable form;

3.7.4 **Escrow Closing Statement.** Developer's Escrow Closing Statement signed by the authorized representative(s) of Developer;

3.7.5 **Notice of Agreement.** The Notice of Agreement signed by the authorized representative(s) of Developer in recordable form; and

3.7.6 **Other Reasonable Items.** Any other documents or funds required to be delivered by Developer under the terms of this Agreement or as



otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not previously been delivered by Developer.

3.8 HA's Escrow Deposits. HA shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Developer, at least one (1) Business Day prior to the Close of Escrow:

3.8.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by HA under the terms of this Agreement to close the Escrow, all in immediately available funds;

3.8.2 **HA Deed.** The HA Deed signed by the authorized representative(s) of HA in recordable form;

3.8.3 **Notice of Agreement.** The Notice of Agreement signed by the authorized representative(s) of HA in recordable form;

3.8.4 **Assignment.** A Blanket Assignment and Bill of Sale in substantially the form attached hereto as Exhibit G (the "**Assignment**");

3.8.5 **Development Agreement.** Executed counterpart originals of the Development Agreement in recordable form;

3.8.6 **Escrow Closing Statement.** HA's Escrow Closing Statement signed by the authorized representative(s) of HA;

3.8.7 **FIRPTA Affidavit.** A FIRPTA affidavit signed by the authorized representative(s) of HA, in the customary form used by the Escrow Agent;

3.8.8 **Form 593.** A Form 593 signed by the authorized representative(s) of HA; and

3.8.9 **Other Reasonable Items.** Any other documents or funds required to be delivered by HA under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not been previously delivered by HA.

3.9 Closing Procedure. When each of Developer's Escrow deposits, as set forth in Section 3.7, and each of HA's Escrow deposits, as set forth in Section 3.8, are deposited into Escrow, Escrow Agent shall request confirmation in writing from both Developer and HA that each of their respective conditions precedent to the Close of Escrow, as set forth in Sections 3.4 and 3.5, respectively, are satisfied or waived. Within three (3) Business Days after Escrow Agent receives written confirmation from both HA and Developer that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Agent shall close the Escrow by doing all of the following:

3.9.1 **Recordation and Distribution of Documents.** Escrow Agent shall cause the HA Deed, with Developer's Certificate of Acceptance attached, the Notice of Agreement, the Development Agreement and any other documents to be recorded through Escrow upon the written joint instructions of the Parties to be filed with the office of the Recorder of the County for recording in the official records of the County. At Close of Escrow, Escrow Agent shall deliver conformed copies of all documents filed for recording in the official records of the County through the Escrow to HA, Developer and any other Person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording shall show all recording information. The Parties intend and agree that this Section 3.9.1 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of senior interests prior in order and time to junior interests, in the order provided in this Section 3.9.1 ;

3.9.2 **Distribution of Other Documents.** Escrow Agent shall deliver copies of all documents to be delivered through the Escrow that are not filed for recording to the Parties and any other Person designated in the written joint escrow instructions of the Parties to receive an original or copy of each such document.

3.9.3 **Funds.** Distribute all funds held by the Escrow Agent pursuant to the Escrow Closing Statements approved in writing by HA and Developer;

3.9.4 **Assignment.** Deliver to Developer the conformed copies of the Assignment;

3.9.5 **FIRPTA Affidavit.** File the FIRPTA Affidavit with the United States Internal Revenue Service and deliver a copy thereof to Developer;

3.9.6 **Form 593.** File the Form 593 with the California Franchise Tax Board and deliver a copy thereof to Developer; and

3.9.7 **Title Policy.** Obtain and deliver to Developer the Developer Title Policy issued by the Title Company.

3.10 **Close of Escrow.** The Close of Escrow shall occur on or before the Outside Closing Date. In addition to the two (2) one (1) month extensions referred to in Section 1.1.61, the Parties may mutually agree to change the Outside Closing Date by joint written instruction to Escrow Agent. If for any reason (other than a Default or Event of Default by such Party) the Close of Escrow has not occurred on or before the Outside Closing Date, then any Party not then in Default under this Agreement may cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion, without liability to the other Party or any other Person for such cancellation and termination, by delivering Notice of

termination to both the other Party and Escrow Agent. Following any such Notice of termination of this Agreement and cancellation of the Escrow, the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement, pursuant to this Section 3.10, if the Escrow does not close on or before the Outside Closing Date and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement under this Section 3.10 before the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement.

3.11 Escrow Costs. Escrow Agent shall notify Developer and HA of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to each HA and Developer at least two (2) Business Days prior to the Close of Escrow. HA shall pay the premium charged by the Title Company for the Developer Title Policy. Developer shall be solely responsible for all costs of or premiums for issuance of any endorsements or other supplements to the coverage of the Developer Title Policy that may be requested by Developer. HA and Developer shall each pay one-half (1/2) of the fees and other costs that the Escrow Agent may charge for conducting the Escrow. HA shall pay any and all recording fees, documentary transfer taxes and any and all other charges, fees and taxes levied by a Government relative to the conveyance of the Property through the Escrow.

3.12 Escrow Cancellation Charges. If the Escrow fails to close due to HA's Default under this Agreement, HA shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close due to Developer's Default under this Agreement, Developer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close for any reason other than the Default of either Developer or HA, Developer and HA shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively.

3.13 Escrow Cancellation. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement (other than due to an Event of Default by the other Party), the Parties shall do all of the following:

3.13.1 **Cancellation Instructions**. The Parties shall, within three (3) Business Days following Escrow Agent's written request, sign any reasonable Escrow cancellation instructions requested by Escrow Agent and deliver such signed Escrow cancellation instructions to Escrow Agent;

3.13.2 **Return of Funds and Documents**. Within ten (10) Business Days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges (if any) from Escrow Agent or within twenty (20) calendar days following Notice of Termination, whichever is earlier: (a) Developer or Escrow Agent, respectively, shall return to HA all documents previously delivered

by HA to Developer or Escrow Agent regarding the Escrow; (b) HA or Escrow Agent, respectively, shall return to Developer all documents previously delivered by Developer to HA or Escrow Agent regarding the Escrow; (c) Escrow Agent shall, except as otherwise provided for in this Agreement, return to Developer all funds deposited in Escrow by Developer, including the Deposit but less the Independent Contract Consideration (which shall be disbursed to HA) and Developer's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.12; and (d) Escrow Agent shall, except as otherwise provided in this Agreement, return to HA all funds deposited in Escrow by HA, less HA's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.12.

3.14 Report to IRS. After the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service under applicable Federal law, if such report is required pursuant to Internal Revenue Code Section 6045(e), Escrow Agent shall report the gross proceeds of the conveyance of the Property pursuant to this Agreement to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e). Concurrently with the filing of such reporting form with Internal Revenue Service, Escrow Agent shall deliver a copy of the filed form to both HA and Developer.

3.15 Condemnation. If HA receives written notice that all or any portion of the Property or any interest in any portion of the Property becomes the subject of any eminent domain proceeding after the Effective Date and prior to Close of Escrow, including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain commenced by any Government, HA shall give Notice to Developer of such occurrence. Developer shall have the option to either: (a) proceed with the Close of Escrow, in which case this Agreement shall continue in full force and effect in accordance with its terms and at the Close of Escrow, HA shall pay to Developer any condemnation award attributable to the Property that is paid to HA after the Effective Date and prior to the Close of Escrow or assign to Developer any and all rights of HA to receive any condemnation award attributable to the Property that is to be paid after the Close of Escrow; or (b) Developer may terminate this Agreement by Notice to HA thirty (30) calendar days in advance of the effective date of such termination, in which event the provisions of Section 3.13 shall apply.

#### 4. REPRESENTATIONS AND WARRANTIES OF DEVELOPER

4.1 Representations and Warranties by Developer. Developer makes the following representations, covenants and warranties as of the Effective Date and acknowledges that the execution of this Agreement by HA is made in material reliance by HA on such covenants, representations and warranties of Developer:

4.1.1 **Valid and Enforceable Agreement.** Developer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement, such that this Agreement is valid and enforceable against

Developer in accordance with its terms and each instrument to be executed by Developer pursuant to or in connection with this Agreement will, when executed, be valid and enforceable against Developer in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution, delivery or performance of this Agreement by Developer.

4.1.2 **Change of Fact or Circumstance.** If Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon Developer's knowledge and/or belief as of a certain date, Developer will give immediate written notice of such changed fact or circumstance to HA.

#### 4.2 Prevailing Wages


4.2.1 **RESPONSIBILITY.** DEVELOPER AGREES WITH HA THAT DEVELOPER SHALL ASSUME ANY AND ALL RESPONSIBILITY AND BE SOLELY RESPONSIBLE FOR DETERMINING WHETHER OR NOT LABORERS EMPLOYED RELATIVE TO THE CONSTRUCTION OF THE PROJECT MUST BE PAID THE PREVAILING PER DIEM WAGE RATE FOR THEIR LABOR CLASSIFICATION, AS DETERMINED BY THE STATE, PURSUANT TO LABOR CODE SECTIONS 1720 ET SEQ., OR PURSUANT TO APPLICABLE FEDERAL LAW.

4.2.2 **WAIVERS AND RELEASES.** DEVELOPER ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES AND RELEASE HA FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO ANY OF THEM PURSUANT TO STATE LABOR CODE SECTION 1781 OR OTHER STATE OR FEDERAL LAW REGARDING PAYMENT OF MINIMUM OR PREVAILING WAGE AMOUNTS. RELATED TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 4.2.2, DEVELOPER ACKNOWLEDGES THAT PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READ AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTIVE THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4.2.3 **INITIALS.** BY INITIALING BELOW, DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF

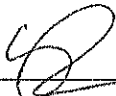
SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND  
RELEASES CONTAINED IN SECTION 4.2.2.

  
\_\_\_\_\_  
DEVELOPER INITIALS

**5. REMEDIES, INDEMNITY AND TERMINATION**

5.1 PRE-CLOSING LIQUIDATED DAMAGES TO HA. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, HA MAY CANCEL THE ESCROW, PURSUANT TO SECTION 3.13, AND TERMINATE THIS AGREEMENT. UPON CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT, HA SHALL BE RELIEVED OF ANY OBLIGATION OF HA UNDER THIS AGREEMENT TO SELL OR CONVEY THE PROPERTY TO DEVELOPER. ANY SUCH ESCROW CANCELLATION AND TERMINATION OF THIS AGREEMENT SHALL BE WITHOUT ANY LIABILITY OF HA TO DEVELOPER OR ANY OTHER PERSON ARISING FROM SUCH ACTION. HA AND DEVELOPER ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY HA IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES HA WOULD SUFFER, IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, HA AND DEVELOPER AGREE THAT A REASONABLE ESTIMATE OF HA'S DAMAGES IN SUCH EVENT, INCLUDING, WITHOUT LIMITATION, COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith, IS THE AMOUNT OF THE DEPOSIT (\$20,000). THEREFORE, UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT BY HA DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE ESCROW AGENT SHALL IMMEDIATELY CANCEL THE ESCROW AND PROMPTLY DELIVER THE DEPOSIT TO HA. RECEIPT OF THE DEPOSIT SHALL BE HA'S SOLE AND EXCLUSIVE REMEDY AGAINST DEVELOPER UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW AND HA WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST DEVELOPER, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN

THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO HA PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. HA WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1680 AND 3389. UPON ANY SUCH DEFAULT BY DEVELOPER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF HA TO RETAIN THE DEPOSIT.

_____	 _____
Initials of Authorized	Initials of Authorized
HA Representative	Developer Representative

5.2 Developer's Remedies Prior To Close Of Escrow.

5.2.1 **HA's Default.** If HA materially defaults under this Agreement prior to the Close of Escrow, then Developer may:

a) Terminate this Agreement, provided such termination shall be effective only upon delivery of written Notice of termination from Developer to Escrow Holder and HA, in which event, (i) Escrow Holder shall automatically return to Developer the Deposit, any interest thereon and any other sums deposited by Developer then held by Escrow Holder, and (ii) Developer shall be entitled to reimbursement of its out-of-pocket costs of this transaction by HA not to exceed Twenty Thousand Dollars (\$20,000); or

b) Keep this Agreement in effect and pursue any and all other remedies available to it against HA including the specific performance of this Agreement, and Developer may record a notice of pendency of action against the Property.

5.3 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages, subject to the provisions of Sections 5.1 or 5.2.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

5.5 Indemnification.

**5.5.1 HA Indemnity Obligations.** HA shall Indemnify Developer Parties against any Claim to the extent such Claim arises from (a) any wrongful intentional act or gross negligence of HA Parties but only to the extent that the HA may be held liable under applicable law for such acts or negligence, (b) any agreements that HA (or anyone claiming by or through HA) makes or has made with a Third Person regarding the Property or the Project, which is not disclosed to Developer in writing, (c) any worker's compensation claim or determination relating to any employee of HA, its agents or their contractors (d) any breach of representation or warranty of HA herein. Nothing in this Agreement is intended nor shall be interpreted to waive any limitation on HA's liability, any exemption from liability in favor of HA, any claim presentment requirement for bringing an action regarding any liability of HA or any limitations period applicable to liability of HA, all as set forth in California Government Code Sections 800 *et seq.*, Sections 900 *et seq.*, or in any other Law, or require HA to Indemnify any Person beyond such limitations on HA's liability. Such obligation to Indemnify shall include all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action .

**5.5.2 Developer Indemnity Obligations.**

(a) Developer shall Indemnify HA Parties against any Claim to the extent such Claim arises from:

(1) any wrongful intentional act or negligence of Developer Parties relating to the Project, Property or this Agreement;

(2) any Claims relating to Due Diligence Investigations except for (i) any loss, liability, cost, claim, damage, injury or expense to the extent arising from or related to the gross negligence or intentional misconduct of HA, its officers, managers, employees or agents, (ii) any diminution in value in the Property arising from or relating to any condition discovered during the Due Diligence Investigations, including, without limitation, Hazardous Materials except to the extent that such condition is exacerbated due to the negligence or willful misconduct of Developer or its Agents and (iii) any latent defects in the Property;

(3) any Application relating to the Project made by or at Developer's request;

(4) any agreement that Developer (or anyone claiming by or through Developer) makes with a Third Person regarding the Property or the Project;

(5) any worker's compensation claim or determination relating to any employee of Developer Parties or their contractors;

(6) any Prevailing Wage action pertaining to this Agreement or the Project; or



(b) Such obligation to Indemnify shall include all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action .

**5.5.3 Independent of Insurance Obligations.** Developer's indemnification obligations under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying Developer's insurance or other obligations under this Agreement. Developer's obligation to Indemnify HA Parties under this Agreement is independent of Developer's insurance and other obligations under this Agreement. Developer's compliance with Developer's insurance obligations and other obligations under this Agreement shall not in any way restrict, limit, or modify Developer's indemnification obligations under this Agreement and are independent of Developer's indemnification and other obligations under this Agreement.

**5.5.4 Survival of Indemnification and Defense Obligations.** The indemnity and defense obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

**5.5.5 Indemnification Procedures.** Wherever this Agreement requires any Indemnitor to Indemnify any Indemnitee:

(a) *Prompt Notice.* The Indemnitee shall promptly Notify the Indemnitor of any Claim.

(b) *Selection of Counsel.* The Indemnitor shall select counsel reasonably acceptable to the Indemnitee. Counsel to Indemnitor's insurance carrier that is providing coverage for a Claim shall be deemed reasonably satisfactory, except in the event of a potential or actual conflict of interest for such counsel regarding such representation or such counsel proves to be incompetent regarding such representation. Even though the Indemnitor shall defend the Claim, Indemnitee may, at Indemnitee's option and expense (except in a situation where the Indemnitor is defending Indemnitee under a reservation of rights, in which situation the Indemnitor shall pay for such separate counsel), engage separate counsel to advise it regarding the Claim and its defense. The Indemnitee's separate counsel may attend all proceedings and meetings. The Indemnitor's counsel shall actively consult with the Indemnitee's separate counsel.

(c) *Cooperation.* The Indemnitee shall reasonably cooperate with the Indemnitor's defense of the Indemnitee.

(d) *Settlement.* The Indemnitor may only settle a Claim with the consent of the Indemnitee, which shall not be unreasonably withheld or delayed. Any settlement shall procure a release of the Indemnitee from the subject Claims, shall not require the Indemnitee

to make any payment to the claimant and shall provide that neither the Indemnitee nor the Indemnitor on behalf of Indemnitee admits any liability.

(e) *Insurance Proceeds.* The Indemnitor's obligations shall be reduced by net insurance proceeds the Indemnitee actually receives for the matter giving rise to indemnification obligation.

## 6. HA'S REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 In addition to the representations, warranties and covenants of HA contained in other Sections of this Agreement, HA represents, warrants and covenants to Developer as follows, all of which shall survive the Close of Escrow:

6.1.1 **Valid and Enforceable Agreement.** HA is a public body, corporate and politic, validly existing and in good standing under the laws of the State of California and is duly authorized to do business in the State of California. HA is the sole owner in fee simple of the Property and has the full right, capacity, power, and authority to enter into and carry out the terms of this Agreement and that no consent from any Third Person is required to convey the Property to Developer. This Agreement has been duly authorized and entered into by HA and the parties signing on behalf of HA, and upon delivery to and execution by Developer, shall be a valid and binding agreement of HA.

6.1.2 **No Violation of Prior Agreement.** Except as identified in the Preliminary Report, HA has not alienated, encumbered, transferred, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, nor shall HA do so. By entering into and performing the transactions contemplated by this Agreement, HA will not violate or breach any agreement, covenant or obligation binding on HA.

6.1.3 **Hazardous Materials.** Except as may be disclosed in the Documents delivered by HA to Developer pursuant to Section 2.4.4 above, to the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry), neither HA nor any Third Person has used, generated, transported, discharged, released, manufactured, stored, or disposed any Hazardous Material from, into, at, on, under, or about the Property in violation of any Environmental Law. Additionally, to the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry), except as may be disclosed in the Documents, (a) the Property is not in violation, nor has been or is currently under investigation for violation of any Environmental Law (b) there has been no migration of any Hazardous Material from, into, at, on, under or about the Property in violation of any Environmental Law; and (c) there is not now, nor has there ever been on or in the Property underground storage tanks or surface or below-grade impoundments used to store, treat or handle Hazardous Materials or debris or refuse buried in, on or under the Property.

6.1.4 **No Violations or Actions.** To the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry) there is no suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, notice of violation, assessment district or zoning change proceeding, pending or served on HA or threatened in writing. Further, to the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry), there is no judgment or moratorium involving the Property that affects Developer's anticipated development of the Property or that adversely affects HA's ability to perform hereunder.

6.1.5 **Leases.** There are no leases, rental agreements or other contracts of any kind or nature affecting the Property and HA shall not enter into any contracts affecting the Property during the term of this Agreement without the prior written consent of Developer.

6.1.6 **Not a Public Park.** The Property is not a public park which is subject to California Government Code Sections 38501 *et. seq.*

Each of the representations and warranties made by HA in this Agreement, or in any Exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties that shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as and at the date of the Close of Escrow and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of HA contained in this Agreement, are conditions precedent to the Close of Escrow. HA shall notify Developer immediately of any facts or circumstances that would make untrue any of the foregoing representations and warranties contained in this Section.

## 7. GENERAL PROVISIONS

7.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

7.2 Notices, Demands and Communications Between the Parties. Any and all Notices submitted by any Party to the other Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by electronic mail, by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address or email address of the recipient Party, as designated below in this Section 7.2. Notices may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 7.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is successfully transmitted via email or delivered to the recipient by messenger, one Business Day after delivery to a nationally recognized overnight carrier or two (2) calendar days after the Notice is placed in

the United States mail in accordance with this Section 8.2. Any attorney representing a Party may give any Notice on behalf of such Party. The Notice addresses for the Parties, as of the Effective Date, are as follows:

To Developer: KB Home Coastal Inc.  
36310 Inland Valley Drive  
Wildomar, California 92595  
Attn: Steve Ruffner and Lori Schmid  
Email: sruffner@kbhome.com;  
lschmid@kbhome.com

With Copy To: KB Home  
10990 Wilshire Blvd., 7<sup>th</sup> Floor  
Los Angeles, California 90024  
Attn: Phil Darrow and Deb Smith  
Email: pdarrow@kbhome.com;  
dksmith@kbhome.com

and

Samuels Green & Steel, LLP  
19800 MacArthur Blvd., Suite 1000  
Irvine, CA 92612-2433  
Attn: Joseph M. Manisco, Esq.  
Email: [jmanisco@sgsattorneys.com](mailto:jmanisco@sgsattorneys.com)

To HA: Housing Authority of the City of Stanton  
City of Stanton  
7800 Katella Ave  
Stanton, CA 90680  
Attention: Executive Director  
Email: [JHildenbrand@ci.stanton.ca.us](mailto:JHildenbrand@ci.stanton.ca.us)

With Copy to: Best Best & Krieger LLP  
18101 Van Karman Avenue, Suite 1000  
Irvine, CA 92614  
Attention: Elizabeth W. Hull, Esq.  
Email: [elizabeth.hull@bbklaw.com](mailto:elizabeth.hull@bbklaw.com)

7.3 Relationship of Parties. The Parties each intend and agree that HA and Developer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

7.4 Brokers.

7.4.1 HA and Developer each represents and warrants to the other that they have not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the Property, except that Jerry Ristrom of Inco Commercial ("HA's Broker") is the listing broker for HA and has represented HA in this transaction and that HA shall be responsible for HA's Broker's commission pursuant to a separate agreement between HA and HA's Broker.

7.4.2 HA shall indemnify, defend and hold harmless Developer against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee that is payable or alleged to be payable to any broker or finder (including without limitation HA's Broker) by HA.

7.4.3 Developer shall indemnify, defend and hold harmless HA against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee that is payable or alleged to be payable to any broker or finder by Developer.

7.4.4 Developer represents and warrants that no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Developer or any of Developer's agents, employees or representatives to any elected or appointed official or employee of HA in an attempt to secure this Agreement or favorable terms or conditions for this Agreement.

7.4.5 Breach of the representations or warranties of this Section 7.4 shall entitle the non-breaching party to terminate this Agreement or cancel the Escrow (or both) upon seven (7) calendar days' Notice to breaching party and, if during the pendency of the Escrow, also to Escrow Agent.

7.4.6 Notwithstanding anything to the contrary contained herein, the representations, warranties, indemnities, and agreements contained in this Section 7.4 shall survive the Close of Escrow or earlier termination of this Agreement.

7.5 Calculation of Time Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies Business Days, in which event Saturdays, Sundays, days the City of Stanton offices are closed and local, state or national holidays shall be excluded.. If the date to perform any act or give any notice with respect to this Agreement falls on a Saturday, Sunday, day the City of Stanton offices are closed, or local, state or national holiday, the act or notice may be timely performed or given on the next succeeding Business Day.

7.6 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice

from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words: "without limitation." Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Agreement includes the word "and." Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

7.7 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

7.8 Parties to the Agreement. The Parties to this Agreement are HA and Developer. The City is not a Party to this Agreement.

7.9 Unavoidable Delay; Extension of Time of Performance.

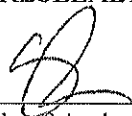
7.9.1 Notice. Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay (if any), performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within twenty (20) calendar days after such Party knows of any such Unavoidable Delay; and (b) within ten (10) calendar days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time.

7.9.2 Assumption of Economic Risks. EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF EITHER PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF

EACH AND EVERY ONE OF EACH PARTY'S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES OR MARKET DEMAND OR CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.

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Initials of Authorized  
HA Representative



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Initials of Authorized  
Developer Representative

7.10 Tax Consequences. Developer acknowledges and agrees that Developer shall bear any and all responsibility, liability, costs or expenses connected in any way with any tax consequences experienced by Developer related to this Agreement.

7.11 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

7.12 Developer Assumption of Risks of Legal Challenges. Except in connection with any breach of representation, warranty or covenant of HA set forth in this Agreement, including, without limitation, its representations and warranties set forth in Section 6.1 and its obligation to Indemnify as set forth in Section 5.5.1, Developer assumes the risk of delays or damages that may result to Developer from any Third Person legal actions related to HA's approval of this Agreement or any associated Approvals relating to the Project, even in the event that an error, omission or abuse of discretion by HA is determined to have occurred. If a Third Person files a legal action regarding HA's approval of this Agreement or any associated Approval relating to the Project (exclusive of legal actions alleging violation of California Government Code Section 1090 by elected officials of HA), Developer shall have the option to either: (a) cancel the Escrow and terminate this Agreement, in which case the Parties and the Escrow Agent shall proceed in accordance with Section 3.13; or (b) Indemnify HA against such Third Person legal action,

including all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action; provided, however, that option "(a)" under this Section shall only be available to Developer prior to the Close of Escrow. Should Developer fail to Notify HA of Developer's election pursuant to this Section 7.12 at least fifteen (15) calendar days before response to the legal action is required by HA, Developer shall be deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 7.12. If Developer is deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 7.12 and Developer does not send Notice of cancellation of the Escrow to Escrow Agent and HA and Notice of termination of this Agreement to HA within ten (10) calendar days following such event, then HA shall have the right to terminate this Agreement and cancel the Escrow by sending Notice of cancellation of the Escrow to Escrow Agent and Developer and Notice of termination of this Agreement to Developer, without liability to Developer or any other Person. HA shall reasonably cooperate with Developer in defense of HA in any legal action subject to this Section 7.12, subject to Developer performing Developer's indemnity obligations for such legal action. Nothing contained in this Section 7.12 is intended to be nor shall be deemed or construed to be an express or implied admission that HA may be liable to Developer or any other Person for damages or other relief regarding any alleged or established failure of HA to comply with any Law. Any legal action that is subject to this Section 7.12 (including any appeal periods and the pendency of any appeals) shall constitute an Unavoidable Delay and the time periods for performance by either Party under this Agreement may be extended pursuant to the provisions of this Agreement regarding Unavoidable Delay.

7.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

7.14 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

7.15 Entire Agreement. This Agreement integrates all of the terms, conditions and exhibits mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to all or any portion of the Property or the development of the Project.

7.16 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both HA and Developer. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.



7.17 Executive Director Implementation. HA shall implement this Agreement through the Executive Director. The Executive Director is hereby authorized by HA to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of HA, issue approvals, interpretations or waivers and enter into amendments to this Agreement on behalf of HA, to the extent that any such action(s) does/do not materially or substantially change the Project or increase the monetary obligations of HA by more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of HA, unless expressly provided otherwise by action of HA. Nothing in this Section 7.17 shall restrict the submission to HA of any matter within the Executive Director's authority under this Section 7.17, in the Executive Director's sole and absolute discretion, to obtain HA authorization on such matter. The specific intent of this Section 7.17 is to authorize certain actions on behalf of HA by the Executive Director, but not to require that such actions be taken by the Executive Director, without consideration by HA.

7.18 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution and limitations on damages or remedies shall survive any expiration or termination of this Agreement.

7.19 Counterparts. This Agreement shall be signed in three (3) counterpart originals, each of which is deemed to be an original. This Agreement includes forty-one (41) pages and seven exhibits (*i.e.*, Exhibits A through G, inclusive, with each exhibit incorporated into this Agreement by reference) that constitute the entire understanding and Agreement of the Parties regarding the subject matter of this Agreement.

7.20 Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronic means shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

7.21 Offer. When executed by Developer and submitted to HA, this Agreement shall not be effective or binding on Developer until fully executed by HA and a counterpart original delivered to Developer, but shall be interpreted as an offer under control of the Developer prior to such acceptance.

[Signatures on following page]

**SIGNATURE PAGE  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(7455 Katella Avenue)**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follow:

**HA:**

HOUSING AUTHORITY OF THE CITY OF  
STANTON, a public body, corporate and  
politic

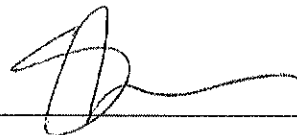
By: \_\_\_\_\_  
Executive Director

**ATTEST:**

By: \_\_\_\_\_  
Authority Secretary

**DEVELOPER:**

KB HOME COASTAL INC., a California  
corporation

By:  \_\_\_\_\_  
Stephen J. Ruffner, President,

**APPROVED AS TO FORM:**

**BEST BEST & KRIEGER LLP**

By: \_\_\_\_\_  
General Counsel

**EXHIBIT A  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(7455 Katella Avenue)**

**LEGAL DESCRIPTION OF THE PROPERTY**

[Attached behind this cover page]

Exhibit A

**EXHIBIT B  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(7455 Katella Avenue)**

**DEPICTION OF THE COMMUNITY**

**[Attached behind this cover page]**

Exhibit B

**EXHIBIT C  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(7455 Katella Avenue)**

**COPY OF DEVELOPMENT AGREEMENT**

**[To be attached behind this cover page prior to expiration of Due Diligence Period.]**

Exhibit C

**EXHIBIT D  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(7455 Katella Avenue)**

**COPY OF OFFICIAL ACTION OF DEVELOPER APPROVING AGREEMENT**

[Attached behind this cover page]

Exhibit D

**EXHIBIT E  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(7455 Katella Avenue)**

**HA DEED**

[Attached behind this cover page]

Exhibit E

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**GRANT DEED**

**(7455 Katella Avenue)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**HOUSING AUTHORITY OF THE CITY OF STANTON**, a public body, corporate and politic ("**Grantor**"),

does hereby grant to

**KB HOME COASTAL INC.**, a California corporation ("**Grantee**"),

that certain real property in the City of Stanton, County of Orange, State of California, specifically described in Exhibit "I" attached to this Grant Deed ("**Property**") and made a part of this Grant Deed by this reference,

**TOGETHER WITH:**

1. All tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof; and
2. All rights, title, and interests of Grantor in and under all covenants, conditions, restrictions, reservations, easements, and other matters of record.

**SUBJECT TO** the following covenants running with the land of the Property in favor of Grantor, as set forth in that certain Disposition and Development Agreement (7455 Katella Avenue), dated as of [TO BE DETERMINED], by and between Grantor and Grantee (the "DDA") (all section references are to the DDA):

Exhibit E



[COVENANTS SHALL CONFORM TO THOSE AGREED UPON IN THE  
DEVELOPMENT AGREEMENT]

Dated: \_\_\_\_\_

HOUSING AUTHORITY OF THE CITY  
OF STANTON, a public body, corporate and  
politic

By: \_\_\_\_\_

\_\_\_\_\_  
Executive Director

Exhibit E

**CERTIFICATE OF ACCEPTANCE OF GRANT DEED**

This is to certify that the interest in real property conveyed by the foregoing Grant Deed from the **HOUSING AUTHORITY OF THE CITY OF STANTON**, a public body, corporate and politic, to **KB HOME COASTAL INC.**, a California corporation, is hereby accepted by the undersigned, who consents to the recordation of such Grant Deed in the official records of the County of Orange, California.

**KB HOME COASTAL INC.**,  
a California corporation

By: \_\_\_\_\_

Stephen J. Ruffner, President

Exhibit E

**EXHIBIT F  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(7455 Katella Avenue)**

**SCOPE OF DEVELOPMENT FOR PROJECT**

**[THE SCOPE OF DEVELOPMENT SHOULD INCLUDE A SITE PLAN OR OTHER  
DEPICTION OF THE PROJECT AS A PORTION OF AND IN RELATION TO THE  
REMAINDER OF THE COMMUNITY]**

**[Attached behind this cover page]**

Exhibit F

**EXHIBIT G  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(7455 Katella Avenue)**

**COPY OF ASSIGNMENT**

**[Attached behind this cover page]**

Exhibit G

## BLANKET ASSIGNMENT AND BILL OF SALE

Reference is made to that certain property located in the City of Stanton, the County of Orange, State of California and described in more detail on Exhibit A attached hereto and made a part hereof and the improvements located thereon and the rights, privileges and entitlements incident thereto (the "Property").

For good and valuable consideration, receipt of which is acknowledged, the undersigned, the HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("HA"), sells, transfers, assigns, conveys and delivers to KB HOME Coastal Inc., a California corporation ("Developer"), all of HA's right, title and interest in all assets, rights, materials, reimbursements, refunds and/or claims owned, used or held in connection with the ownership, use, management, development or enjoyment of the Property, including, without limitation: (i) all entitlements, permits, subdivision agreements and other agreements relating to the development of Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iii) all warranties, claims, indemnities and any similar rights relating to and benefiting the Property or the assets transferred hereby; (iv) all intangible rights, goodwill and similar rights benefiting the Property; (v) all development rights benefiting the Property; (vi) all rights, refunds, claims and awards benefiting or appurtenant to the Property; (vii) all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property; and (viii) all claims, counterclaims, defenses or actions, whether at common law or pursuant to federal, state, or local laws or regulations, against third parties relating to the existence of any Hazardous Materials in, at, on or under the Property.

HA shall, at any time and from time to time upon written request therefor, execute and deliver to Developer, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts that Developer, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the rights of Developer, its nominees, successors and/or assigns in, all the assets of HA intended to be transferred and assigned hereby.

Dated: \_\_\_\_\_

HOUSING AUTHORITY OF THE CITY  
OF STANTON, a public body, corporate and  
politic

By: \_\_\_\_\_

Executive Director

Exhibit G

**EXHIBIT A**  
**TO BLANKET ASSIGNMENT AND BILL OF SALE**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Exhibit G

**EXHIBIT H  
TO  
DISPOSITION AND DEVELOPMENT AGREEMENT  
(7455 Katella Avenue)**

**NOTICE OF AGREEMENT**

**[Attached behind this cover page]**

Exhibit H

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Housing Authority of the City of Stanton

City of Stanton

7800 Katella Ave

Stanton, CA 90680

Attention: Executive Director

SPACE ABOVE FOR RECORDER'S USE ONLY  
EXEMPT FROM RECORDING FEES - GOVT. CODE § 27383

**HOUSING AUTHORITY OF THE CITY OF STANTON**

**Notice of Agreement**

**Disposition and Development Agreement**

**(7455 Katella Avenue)**

**TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE** that as of \_\_\_\_\_, 20\_\_, **KB HOME**, a California corporation ("Developer"), and the Housing Authority of the City of Stanton, a public body, corporate and politic ("HA"), entered into an agreement entitled "Disposition and Development Agreement (7455 Katella Avenue)" ("Agreement"). A copy of the Agreement is available for inspection and copying by interested persons as a public record of HA at the City of Stanton's offices located 7800 Katella Avenue, Stanton, California, during the regular business hours of the City.

The Agreement affects the real property described in Exhibit "1" attached to this Notice of Agreement ("Property"). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms, respectively, in the Agreement.

**PLEASE TAKE FURTHER NOTICE** that the Agreement contains certain covenants running with the land of the Property and other agreements between Developer and HA affecting the Property, including, without limitation (all section references are to the Agreement):

Exhibit H



[COVENANTS TO BE AGREED UPON PRIOR TO EXPIRATION OF DUE DILIGENCE  
PERIOD AND CONSISTENT WITH DEVELOPMENT AGREEMENT]

HA:

DEVELOPER:

HOUSING AUTHORITY OF THE CITY OF  
STANTON, a public body, corporate and  
politic

KB HOME, a California corporation

By: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Authority Secretary

\_\_\_\_\_, \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

BEST BEST & KRIEGER LLP

\_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
General Counsel

Exhibit H

EXHIBIT "1"  
TO  
NOTICE OF AGREEMENT

**Property Legal Description**

Exhibit H

# Agenda Item: 7B

## **CITY OF STANTON**

### **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and Members of the City Council

**DATE:** October 22, 2019

**SUBJECT: CONSIDERATION OF AN ORDINANCE TO ADOPT THE 2019 CALIFORNIA BUILDING AND RELATED MODEL CODES**

#### **REPORT IN BRIEF:**

California law mandates that the City of Stanton adopt the State approved ordinances and regulations that provide the uniform standards for the various aspects of new building and construction. The 2019 California codes have been prepared and will become effective January 1, 2020. This Ordinance will adopt such California building and related model codes together with the amendments suggested by the Stanton Building Official and Fire Chief.

#### **RECOMMENDED ACTION:**

1. City Council conduct a public hearing; and
2. Declare 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
3. Introduce Ordinance No. 1094, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING DIVISION I OF TITLE 16 OF THE STANTON MUNICIPAL CODE PERTAINING TO THE ADOPTION OF THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, CONSISTING OF THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE, THE CALIFORNIA PLUMBING CODE, THE CALIFORNIA MECHANICAL CODE, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA ADMINISTRATIVE CODE, THE CALIFORNIA GREEN BUILDING STANDARDS CODE, THE CALIFORNIA**

**EXISTING BUILDING CODE, THE CALIFORNIA ENERGY CODE, THE CALIFORNIA HISTORICAL BUILDING CODE, AND THE CALIFORNIA REFERENCED STANDARDS CODE; THE INTERNATIONAL SWIMMING POOL AND SPA CODE; AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE, WITH AMENDMENTS THERETO, AND MAKING FINDINGS IN SUPPORT THEREOF”; and**

4. Set said ordinance for adoption at the November 12, 2019 regularly scheduled City Council meeting.

**BACKGROUND:**

The 2019 California building codes and related model codes have been prepared and will become effective and binding on the City of Stanton on January 1, 2020. California Health and Safety Code §18941.5 provides that the City of Stanton may establish more restrictive building standards if they are reasonably necessary due to local climatic, geological or topographical conditions.

The Stanton Fire Chief and Building Official have recommended that changes and modifications be made to the 2019 Codes and have advised that certain of said changes and modifications to the California Building Code are reasonably necessary due to local conditions within the City of Stanton and have further advised that the remainder of the said changes and modifications are of an administrative or procedural nature or concern themselves with subjects not covered by the Codes or are reasonably necessary to safeguard life and property within the City of Stanton.

**ANALYSIS/JUSTIFICATION:**

Based on the review of the California codes by the Stanton Fire Chief and Building Official, it is in the best interests of the health safety and welfare of the residents of the City of Stanton that all such amendments to the uniform codes be adopted as detailed in Ordinance No. 1094.

**FISCAL IMPACT:**

None.

**PUBLIC NOTIFICATION:**

Through the regular agenda process.

**STRATEGIC PLAN:**

1 – Provide a Safe Community


6 – Maintain and Promote a Responsive, High Quality and Transparent Government

Reviewed by:

---

Amy Stonich  
City Planner

Approved by:



for Jarad Hildenbrand  
Jarad Hildenbrand  
City Manager

**Attachments:**

A. Ordinance No. 1094

## **ORDINANCE NO. 1094**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING DIVISION I OF TITLE 16 OF THE STANTON MUNICIPAL CODE PERTAINING TO THE ADOPTION OF THE 2019 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, CONSISTING OF THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE, THE CALIFORNIA PLUMBING CODE, THE CALIFORNIA MECHANICAL CODE, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA ADMINISTRATIVE CODE, THE CALIFORNIA GREEN BUILDING STANDARDS CODE, THE CALIFORNIA EXISTING BUILDING CODE, THE CALIFORNIA ENERGY CODE, THE CALIFORNIA HISTORICAL BUILDING CODE, AND THE CALIFORNIA REFERENCED STANDARDS CODE; THE INTERNATIONAL SWIMMING POOL AND SPA CODE; AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE, WITH AMENDMENTS THERETO, AND MAKING FINDINGS IN SUPPORT THEREOF**

**WHEREAS**, California Health and Safety Code Section 17958 provides that the City of Stanton ("City") may adopt ordinances and regulations imposing the same requirements as are contained in the regulations adopted by the State pursuant to California Health and Safety Code Section 17922; and

**WHEREAS**, pursuant to California Government Code Section 50022.1 *et seq.*, the City may adopt by reference the California Building Standards Code, 2019 Edition as provided in Title 24 and 25 of the California Code of Regulations, consisting of the California Building Code, the California Residential Code, the California Plumbing Code, the California Mechanical Code, the California Electrical Code, the California Fire Code, the California Administrative Code, the California Green Building Standards Code, the California Existing Building Code, the California Energy Code, the California Historical Building Code, the California Referenced Standards Code, and other codes, including, without limitation, the International Swimming Pool and Spa Code, and the International Property Maintenance Code (hereinafter referred to collectively as "Codes"); and

**WHEREAS**, Health and Safety Code Sections 17958.7 and 18941.5 permit the City to make modifications or changes to the Codes, which are reasonably necessary because of local climatic, geologic, or topographic conditions; and

**WHEREAS**, Health and Safety Code Section 17958.7 requires that the City Council, before making any modifications or changes to the Codes, make an express finding that such changes or modifications are reasonably necessary because of local climatic, geologic, or topographic conditions; and

**WHEREAS**, The Stanton Fire Chief and Building Official have recommended that changes and modifications be made to the 2019 Codes, and have advised that certain of said changes and modifications to the Codes are reasonably necessary due to local conditions within the City of Stanton, and have further advised that the remainder of the said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Codes, or are reasonably necessary to safeguard life and property within the City of Stanton; and

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

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

**SECTION 1:** The City Council finds that the above facts, findings and conclusions are true and correct and are made a material part of this Ordinance.

**SECTION 2:** Chapter 16.02, 16.04, 16.06, 16.08, 16.10, 16.12, 16.14, 16.16, 16.18, 16.20, 16.24, 16.26, and 16.36 are hereby repealed in its entirety.

**SECTION 3:** Chapter 16.01 of the Stanton Municipal Code is hereby added to read as follows:

### **Chapter 16.01 ADMINISTRATIVE PROVISIONS**

#### **16.01.010 Administrative provisions adopted.**

General provisions applicable to all the Codes adopted in this Division I of Title 16 of the Stanton Municipal Code are as follows:

#### **1. Violations – penalty.**

For all sections of the Codes, any and all amendments included within this Division I of Title 16 of the Stanton Municipal Code, the following shall apply pertaining to violations and shall replace any sections of those Codes that pertain to violation.

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy, or maintain any building or structure in the city, or cause same to be done, contrary to or in violation of any of the provisions of this Division I of Title 16 of the Stanton Municipal Code.

Any person, firm, or corporation violating any of the provisions of this Division I of Title 16 of the Stanton Municipal Code, shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this Division 1 is committed, continued, or permitted, and upon conviction of any such violation such persons shall punishable according to the provisions of Section 1.10.010 of the Stanton Municipal Code.

#### **2. Board of Appeals**

For all sections of the Codes, including any and all amendments included within this Division I of Title 16 of the Stanton Municipal Code, the following shall apply

pertaining to board of appeals and shall replace any sections of those codes that pertain to board of appeals.

In order to determine the suitability of alternate materials and methods of construction and provisions of these codes, there shall be and there is hereby created a board of appeals, consisting of five members, composed of the mayor and the other members of the city council. Said members shall hold their respective membership on said board of appeals by reason of, and concurrently with their terms of service as council members and shall cease to be such members upon their ceasing to be such council members. The Building Official shall be the secretary of the board. The board may adopt reasonable rules and regulations for conducting its investigations and shall render all its decisions and findings on contested matters, in writing to the Building Official, with a duplicate copy thereof to any appellant or contestant affected by any such decision or finding, and may recommend to the city council such new legislation, if any, as is consistent therewith.

Three members of the board shall constitute a quorum. The mayor shall be the presiding officer of the board and in the mayor's absence the mayor pro-tem shall preside. Meetings shall be conducted in accordance with the Brown Act.

The board shall have the right, subject to such limits as the city council may prescribe by resolution, to employ at the cost and expense of the city, such qualified individuals as the board, in its discretion, may deem reasonably necessary in order to assist it in its investigations and making its findings and decisions.

3. Fees.

For all sections of the Codes, including any and all amendments included within this Division I of Title 16 of the Stanton Municipal Code, pertaining to fees are hereby amended to read as follows:

All fees shall be as set forth by resolution of the City Council.

4. California and International Codes Available.

Copies of all of the Codes adopted in this Division I of Title 16 of the Stanton Municipal Code shall be maintained in the office of the Clerk of the City of Stanton.

**SECTION 4:** Section 16.02.010 of the Stanton Municipal Code is hereby added to read as follows:

**"16.02.010 California administrative code adopted.**

The California Administrative Code, 2019 Edition, as published by the International Code Council, is hereby adopted and shall be and become the Administrative Code of the City of Stanton.



**SECTION 5:** Section 16.04.010 of the Stanton Municipal Code is hereby added to read as follows:

**16.04.010 California building code adopted.**

There is hereby adopted by reference the California Building Code Volume 1 and 2, together with Chapter 1 and Appendix J, 2019 Edition, based on the 2018 International Building Code as published by the International Code Council. Such Code, and amendments thereto as set forth in this chapter, are incorporated, pursuant to California Government Code Section 50022.2 et seq. as though fully set forth at length herein, for the purpose of prescribing regulations for the erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures within the corporate limits of the City. From the date on which this section takes effect, the provisions of said code, together with amendments thereto, shall be controlling within the corporate limits of the City.

**SECTION 6:** Section 16.04.020 of the Stanton Municipal Code is hereby added to read as follows:

**16.04.020 California building code amended.**

Based upon the findings of the city council and upon the recommendations of the Fire Chief and Building Official, the city council hereby amends the California Building Code, 2019 Edition, applicable within the corporate limits of the city, as follows:

A. **Section 104.8** of the California Building Code is hereby amended by adding a sentence to the end of the paragraph as follows:

**Section 104.8 Liability.** The provisions of this section shall apply if the building official or his/her authorized representatives are employees of this jurisdiction and shall also apply if the building official or his/her authorized representatives are acting under contract as agents of this jurisdiction.

**Section 105.2 Work exempt from a permit** is amended by amending the following categories of work that are exempt from a building permit:

A. Section 105.2 "Building" Item 1 is amended to read as follows:

1. One story detached accessory structures used as storage sheds, playhouses or similar uses, provided the floor area is not greater than 120 square feet and the ceiling height is not over 7 feet.

B. Section 105.2 "Building" Item 2 is amended to read as follows:

2. Fences not over six feet high and block walls not over three feet high.

C. Section 105.2 "Building" Item 4 is amended to read as follows:

4. Retaining walls which are not over four feet (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.

D. Section 105.2 "Building" Item 9 is amended to read as follows:

9. Prefabricated swimming pools accessory to a Group R occupancy that are less than 18 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.

**Section 105.5 Expiration** is amended to read as follows:

**105.5. Expiration.** Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 12 months and, after its issuance, or if the work authorized on the site by such permit is suspended, abandoned or uncompleted for a period of 180 days after the work has commenced or 180 days past the last required inspection. The building official is authorized to grant one or more extensions of time for not more than 180 days. The extension shall be requested in writing and justifiable cause demonstrated. No permit shall be extended more than once.

If work has been suspended or abandoned past 180 days, the permit shall be expired, and new permit(s) issued. The fee for such renewal of permit(s) shall be one half of the original permit fee or one half of the fee of the current adopted fee schedule at the time of renewal. Permits which have been abandoned and require only final inspection may be reissued at minimum fee or as determined by the building official.

**Section 105.8 Reconstruction** is added to read as follows:

**105.8. Reconstruction.** If the value of the reconstruction (or renovation) of a building is equal to or exceeds 75 percent of the existing habitable square footage of the building, the entire building shall comply with the code provisions for new construction. The value of the reconstruction (or renovation) for a property shall include the value of all construction stemming from construction-related permits issued within the last two years.

**Section 113.1 General** is amended to read as follows:

**113.1 General.** In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall consist of five members and composed of the Mayor and the other members of the City Council. Said members shall hold their respective membership on said Board of Appeals by reason of, and concurrently with their terms of service as Council members and shall cease to be such members upon their ceasing to be Council members. The Building Official shall be the Secretary of the Board. The Board may adopt reasonable rules and regulations for conducting its investigations and shall render all its decisions and findings on contested matters in writing to the Building Official, with duplicative copy thereof to any appellant or contestant affected by any such decision of finding.

Three members of the Board shall constitute a quorum. The Mayor shall be the presiding Officer of the Board. Meetings shall be conducted in accordance with the Brown Act.

The Board shall have the right, subject to such limits as the City Council may prescribe by resolution, to employ at the cost and expense of the City, such qualified individuals as the Board, in its discretion, may deem reasonably necessary in order to assist it in its investigations and making its findings and decisions.

**Section 113.3 Qualifications** is deleted in its entirety without replacement.

**B. Section 202** of the California Building Code is hereby revised by adding "Barrier," "Swimming Pool," "Spark Arrester," and "OCFA" as follows:

**BARRIER.** Barrier is a fence, wall, building wall, or any combination of these that completely surrounds the swimming pool and obstructs access to the swimming pool.

**SWIMMING POOL.** Any body of water created by artificial means which is designed, intended for use, or used for swimming or immersion purposes, which has a water depth exceeding 18 inches. The term, "pool," includes swimming pools, spas, hot tubs, above-and below-ground, and vinyl-lined pools; pool does not include plumbing fixtures such as bathtubs nor does it apply to man-made lakes, reservoirs, farm ponds, or ponds used primarily for public park purposes, water conservation purposes, irrigation purposes or for the watering of livestock.

**OCFA:** Orange County Fire Authority, fire authority having jurisdiction.

**SPARK ARRESTER.** A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code Chapter 28.

**C. Section 903.2 Where required** is hereby amended as follows:

**[F] 903.2 Where required.** Approved automatic sprinkler systems in buildings and structures shall be provided in the following locations:

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.20, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area, as defined in Section 202 of the California Building Code, exceeds 5,000 square feet (465 m<sup>2</sup>), or more than two stories in height, regardless of fire areas or allowable area.

Exception: Group R-3 occupancies. Group R-3 occupancies shall comply with California Residential Code Section R313.2.

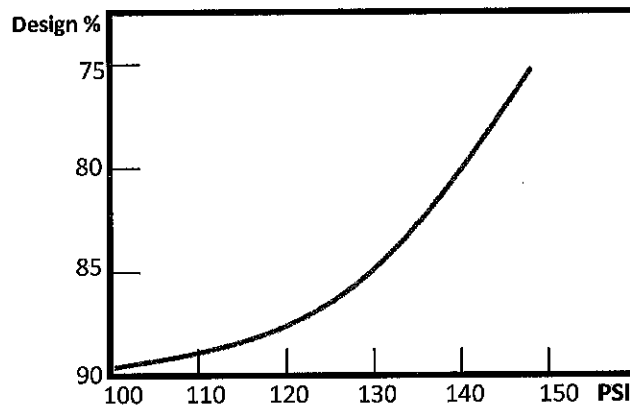
2. **Existing buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:
  - a. When the addition is 33% or more of the existing building area and the resulting building area, as defined in Section 202, exceeds 5000 square feet (465 m<sup>2</sup>); or
  - b. When the addition exceeds 2,000 square feet (185.81 m<sup>2</sup>) and the resulting building area, as defined in Section 202, exceeds 5,000 square feet (465 m<sup>2</sup>); or
  - c. An additional story is added above the second floor regardless of fire areas or allowable area.

**Section 903.3.5.3 Hydraulically calculated systems** is added as follows:

**903.3.5.3 Hydraulically calculated systems.** The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

**Exception:** When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

**TABLE 903.3.5.3**  
**Hydraulically Calculated Systems**



D. **Section 1505.1 General** is amended, by the deletion of Table 1505.1 and the addition of a new Table 1505.1 thereto, to read as follows:

**TABLE 1505.1<sup>a</sup>**  
**MINIMUM ROOF COVERING CLASSIFICATIONS**  
**TYPES OF CONSTRUCTION**

IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B	B	B	B	B	B	B	B	B

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m<sup>2</sup>.

a. Unless otherwise required in accordance with Chapter 7A.

**Section 1505.1.3 Roof coverings within all other areas** is amended, by the deletion of the entire section and the addition of a new section thereto, to read as follows:

**1505.1.3 Roof coverings within all other areas.** The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the

alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

E. **Section 1803.1.1.1** is amended to add the following::

**1803.1.1.1 Geologic or geotechnical reports.** The Building Official may require a geologic or geotechnical report or both, in accordance with the 2019 California Building Code; a geologic report shall be prepared by a Certified Engineering Geologist licensed by the State of California. A geotechnical report shall be prepared by a registered Civil Engineer versed in soils engineering and qualified to perform this work. When both a geotechnical and geologic report are required, the two reports shall be coordinated before submission to the Building Official. The Building Official, at his/her discretion shall obtain any technical support necessary to approve the report. Submitted reports shall contain a finding regarding the safety of the site from any variety of geologic hazard and a finding regarding the effect the proposed improvements, grading and/or construction and use of the site will have on the stability of the site and/or property outside the site. Any recommendation or action presented in the approved reports along with any conditions of approval shall be incorporated into the construction of site improvements. A fee shall be collected for the cost of review of the reports and any required addendums.

**Section 1807.1.6 Prescriptive design of concrete and masonry foundation walls** is amended to read as follows:

**1807.1.6 Prescriptive design of concrete and masonry foundation walls.** Concrete and masonry foundation walls that are laterally supported at the top and bottom shall be permitted to be designed and constructed in accordance with this section. Prescriptive design of foundation walls shall not be used for structures assigned to Seismic Design Category D, E or F.

F. **Section 3109.1.1 Construction permit; safety features required** is added to read as follows:

**3109.1.1 Construction permit; safety features required.** New or remodeled pools or spas, at a private single-family home, shall have an enclosure complying with the amended California Residential Code Appendix V.

**SECTION 7:** Chapter 16.05 of the Stanton Municipal Code is hereby added to read as follows:

## **Chapter 16.05 RESIDENTIAL CODE**

**16.05.010 California residential code adopted.**

There is hereby adopted the California Residential Code, 2019 Edition, together with Chapter 1 and Appendix V, based on the 2018 International Residential Code as published by the International Code Council.

**16.05.20 California residential code amended.**

**A. Section R105.5 Expiration** is amended to read as follows:

**R105.5 Expiration.** Every permit issued shall become invalid unless the work authorized by such permit is commenced within 12 months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

**Section R105.10 Reconstruction** is added to read as follows:

**R105.10 Reconstruction.** If the value of the reconstruction (or renovation) of a building is equal to or exceeds 75 percent of the habitable square footage of the building, the entire building shall comply with the code provisions for new construction. The value of the reconstruction (or renovation) for a property shall include the value of all construction stemming from construction-related permits issued within the last two years.

**B. Table R301.2(1) Climatic and Geographic Design Criteria** is amended to read as follows:

TABLE R301.2(1)

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY <sup>f</sup>	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP <sup>g</sup>	ICE BARRIER UNDERLAYMENT REQUIRED <sup>h</sup>	FLOOD HAZARDS <sup>e</sup>	AIR FREEZING INDEX <sup>i</sup>	MEAN ANNUAL TEMP <sup>j</sup>
	Speed <sup>d</sup> (mph)	Topographic effects <sup>k</sup>	Special wind region <sup>l</sup>	Windborne debris zone <sup>m</sup>		Weathering <sup>a</sup>	Frost line depth <sup>b</sup>	Termite <sup>c</sup>					
Zero	110	No	No	No	D	Negligible	12-24"	Very High	40	No	No	0	66

**MANUAL J DESIGN CRITERIA <sup>n</sup>**

ELEVATION	LATITUDE	WINTER HEATING	SUMMER COOLING	ALTITUDE CORRECTION FACTOR	INDOOR DESIGN TEMPERATURE	DESIGN TEMPERATURE COOLING
30	34	39	87		70	75
COOLING TEMPERATURE DIFFERENCE	WIND VELOCITY HEATING	WIND VELOCITY COOLING	COINCIDENT WET BULB	DAILY RANGE	WINTER HUMIDITY	SUMMER HUMIDITY

7			70	23		18 (50% R
---	--	--	----	----	--	-----------

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

- a. Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.
- b. The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2( 4)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- e. The outdoor design dry-bulb temperature shall be selected from the columns of 97 1/2-percent values for winter from Appendix D of the *California Plumbing Code*. Deviations from the Appendix D temperatures shall be permitted to reflect local climates or local weather experience as determined by the Building Official.
- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- g. The City of Stanton does have a Flood Hazards Zone.
- h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
- i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at [www.ncdc.noaa.gov/fpsf.html](http://www.ncdc.noaa.gov/fpsf.html).
- j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at [www.ncdc.noaa.gov/fpsf.html](http://www.ncdc.noaa.gov/fpsf.html).
- k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with



"YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.

- l. In accordance with Figure R301.2(4)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- m. In accordance with Section R301.2.1.2.1, the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.
- o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figure R301.2 (6).

**Section R309.6 Fire sprinkler attached garages, and carports with habitable space above** is amended by modifying the exception to read as follows:

**Exception:** An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing carports and/or garages that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code, Section 903.2.8.

**Section R313.1 Townhouse automatic fire sprinkler systems** is amended by modifying the exception to read as follows:

**Exception:** An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic fire sprinkler system installed unless a sprinkler system is required in accordance with California Fire Code, 903.2.8.

**Section R313.2 One- and two-family dwellings automatic fire sprinkler systems** is amended by modifying the exception to read as follows:

**Exception:** An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic sprinkler system unless a sprinkler system is required in accordance with California Fire Code, Section 903.2.8.

**Section R313.3.6.2.2 Calculation procedure** is amended to read as follows:

**Section R313.3.6.2.2 Calculation procedure.** Determination of the required size for water distribution piping shall be in accordance with the following procedure and California Fire Code, Section 903.3.5.

(The remainder of the section is unchanged)

C. **Section R902.1 Roofing covering materials** is amended by revising it to allow only class A or B roofs as follows:

**R902.1 Roofing covering materials.** Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section. Classes A or B roofing required by this section to be listed shall be tested in accordance with UL 790 or ASTM E 108.

**Exceptions:**

1. Class A roof assemblies include those with coverings of brick, masonry and exposed concrete roof deck.
2. Class A roof assemblies also include ferrous or copper shingles or sheets, metal sheets and shingles, clay or concrete roof tile, or slate installed on noncombustible decks.

**Section R902.1.3 Roof coverings in all other areas** is amended by revising it to require a minimum Class B roof as follows:

**R902.1.3 Roof coverings within all other areas.** The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

**Section R902.2 Fire-retardant-treated shingles and shakes**, first paragraph, is amended by revising it to allow only Class A or B treated wood roofs as follows:

**R902.2 Fire-retardant-treated shingles and shakes.** Fire-retardant-treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.

D. **Section R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices** is added to read as follows:

**R1001.13 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices.** Outdoor fireplaces, fire pits, fire rings, or similar exterior devices shall comply with this section.

**Exception:** Barbeques, grills, and other portable devices intended solely for cooking

**Section R1001.13.1 Gas-fueled devices** is added to read as follows:

**R1001.13.1 Gas-fueled devices.** Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester in accordance with Section R1003.9.2.

**Section R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas** is added to read as follows:

**R1001.13.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas.** Fireplaces burning wood or other solid fuel shall be constructed in accordance with Section R1001. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks. The burning of wood or other solid fuel in a device is not allowed within 15 feet of combustible structures, unless within a permanent or portable fireplace.

**SECTION 8:** Chapter 16.06 of the Stanton Municipal Code is hereby added to read as follows:

## **Chapter 16.06 ELECTRICAL CODE**

### **16.06.010 California electrical code adopted.**

Except as provided in this chapter, the California Electrical Code, 2019 Edition, based on the 2017 National Electrical Code as published by the National Fire Protection Association, is hereby adopted and shall be and become the Electrical Code of the City of Stanton, regulating all installation, arrangement, alteration,

repair, use and other operation of electrical wiring, connections, fixtures and other electrical appliances on premises within the city.

**16.06.020 California electrical code amended.**

A. **Article 310.16 Continuous Inspection of Aluminum Wiring** is added to read as follows:

**Article 310.16 Continuous Inspection of Aluminum Wiring.** Aluminum conductors of No. 6 or smaller used for branch circuits shall require continuous inspection by an independent testing agency approved by the Building Official for proper torqueing of connections at their termination point.

**SECTION 9:** Chapter 16.07 of the Stanton Municipal Code is hereby added to read as follows:

**Chapter 16.07 MECHANICAL CODE**

**16.07.010 California mechanical code adopted.**

The California Mechanical Code, 2019 Edition based on the 2018 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and shall be and become the Mechanical Code of the City, regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators and other miscellaneous heat producing appliances.

**SECTION 10:** Chapter 16.08 of the Stanton Municipal Code is hereby added to read as follows:

**Chapter 16.08 PLUMBING CODE**

**16.08.010 California plumbing code adopted.**

The California Plumbing Code, 2019 Edition, based on the 2018 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and shall be and become the Plumbing Code of the City of Stanton, regulating erection, installation, alteration, repair, relocation, replacement, maintenance or use of plumbing systems within the City.

**SECTION 11:** Chapter 16.10 of the Stanton Municipal Code is hereby added to read as follows:

**Chapter 16.10 ENERGY CODE**

**16.10.010 California energy code adopted.**

The California Energy Code, 2019 Edition, as published by the International Code Council, is hereby adopted and shall be and become the Energy Code of the City of Stanton.

**SECTION 12:** Chapter 16.11 of the Stanton Municipal Code is hereby added to read as follows:

**Chapter 16.11 EXISTING BUILDING CODE**

**16.11.010 California existing building code adopted.**

There is hereby adopted the California Existing Building Code, 2019 Edition, based on the 2018 International Existing Building Code as published by the International Code Council.

**SECTION 13:** Chapter 16.12 of the Stanton Municipal Code is hereby added to read as follows:

**Chapter 16.12 HISTORICAL BUILDING CODE**

**16.12.010 California historical building code adopted.**

The California Historical Building Code, 2019 Edition, as published by the California Building Standards Commission, is hereby adopted and shall be and become the Historical Building Code of the City of Stanton.

**SECTION 14:** Chapter 16.13 of the Stanton Municipal Code is hereby added to read as follows:

**Chapter 16.13 REFERENCED STANDARDS CODE**

**16.13.010 California referenced standards code adopted.**

The California Referenced Standards Code, 2019 Edition, as published by the California Building Standards Commission, is hereby adopted and shall be and become the Referenced Standards Code of the City of Stanton.

**SECTION 15:** Chapter 16.14 of the Stanton Municipal Code is hereby added to read as follows:

**Chapter 16.14 GREEN BUILDING STANDARDS CODE**

**16.14.010 California green building standards code adopted.**

The California Green Building Code, 2019 Edition, as published by the California Building Standards Commission, is hereby adopted and shall be and become the Green Building Code of the City of Stanton.

**SECTION 16:** Chapter 16.15 of the Stanton Municipal Code is hereby added to read as follows:

**Chapter 16.15 INTERNATIONAL PROPERTY MAINTENANCE CODE**

**16.15.010 International property maintenance code adopted.**

The International Property Maintenance Code, 2018 Edition as published by the International Code Council is hereby adopted as the Property Maintenance Code of the City of Stanton, regulating construction, enlargement, alteration repair, maintenance, moving, improving, removal, conversion, demolition and occupancy of all buildings or portions thereof used, or designed or intended to be used for human habitation.

**16.15.020 International property maintenance code amended.**

**Section [A] 102.3 Application of other codes** is amended to read as follows:

**[A] 102.3 Application of other codes.** Repairs, additions or alterations to a structure, or changes of occupancy, must be done in accordance with the provisions of the California Building Code, California Existing Building Code, California Energy Code, California Electrical Code, California Mechanical Code, California Plumbing Code, California Residential Code, and the California Green Building Standards. Nothing in this code will be construed to cancel, modify, or set aside any provision of the Stanton Municipal Code.

**Section 103.5 Fees** is amended to read as follows:

**103.5 Fees.** The fees for activities and services performed by the department in carrying out the department's responsibilities under this code are set by City Council resolution.

**Section 108.1 General** is amended to read as follows:

**108.1 General.** When a structure or equipment is found by the code official to contain any of the conditions listed in Section 17920.3 of the California Health and Safety Code, to the extent that the structure or equipment is unsafe or unfit for human occupancy, such structure may be condemned pursuant to this code.

**Section 112.4 Failure to comply** is amended to read as follows:

**112.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine(s) or fines in an amount(s) as may be established by the City Council.

**Section 303.2 Enclosures** is amended to read as follows:

**303.2 Enclosures.** Private swimming pools, hot tubs and spas containing water more than 18 inches in depth must be completely surrounded by a fence or barrier at least 60 inches in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers must be self-closing and self-latching. Where release mechanisms of the self-latching device are located less than 60 inches above grade measured on the side of the barrier that faces away from the pool, the release mechanism must be located on the pool side of the gate at least three inches below the top of the gate and the barrier must have no opening greater than one-half inch within 18 inches of the release mechanism. Self-closing, self-latching gates must be maintained such that the gate will positively close and latch when released from an open position of six inches from the gate post. No existing pool enclosure may be removed, replaced, or changed in a manner that reduces its effectiveness as a safety barrier.

The exception to section 303.2 is deleted in its entirety.

**Section 304.1.1 Unsafe conditions** is amended in part to read as follows:

**304.1.1 Unsafe conditions.** The following conditions are determined to be unsafe and must be repaired or replaced to comply with the California Building Codes or California Existing Building Code as required for existing buildings:

(No further changes to remainder of section 304.1.1)

**Section 305.1.1 Unsafe conditions** is amended in part to read as follows:

**305.1.1 Unsafe conditions.** The following conditions are determined to be unsafe and must be repaired, or replaced, to comply with the California Building Codes or California Existing Building Code as required for existing buildings:

(No further changes to remainder of section 305.1.1)

**Section 306.1.1 Unsafe conditions** is amended in part to read as follows:

**306.1.1 Unsafe conditions.** The following conditions are determined to be unsafe and must be repaired, or replaced, to comply with the California Building Codes or the California Existing Building Code as required for existing buildings:

(No further changes to remainder of section 306.1.1)

**Section 401.3 Alternative devices** is amended to read as follows:

**401.3 Alternative devices.** In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the California Building Code shall be permitted.

**Section [P] 502.5 Public toilet facilities** is amended to read as follows:

**[P] 502.5 Public toilet facilities.** Public toilet facilities must be maintained in a safe sanitary working condition in accordance with the California Plumbing Code. Except for periodic maintenance or cleaning, public access and use must be provided to the toilet facilities at all times during occupancy of the premises.

**Section [P] 505.1 General** is amended to read as follows:

**[P] 505.1 General.** Every sink, lavatory, bathtub, shower, drinking fountain, water closet, or other plumbing fixture must be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, and bathtubs and showers must be supplied with hot or tempered, and cold running water in accordance with the California Plumbing Code.

**Section 602.2 Residential occupancies** is amended to read as follows:

**602.2 Residential occupancies.** Dwellings must be provided with heating facilities capable of maintaining a room temperature of 68°F in all habitable rooms, bathrooms, and toilet rooms. Cooking appliances may not be used, nor may portable unvented fuel-burning space heaters be used, as a means to provide required heating.

The exception to section 602.2 is deleted in its entirety.

**Section 602.4 Occupiable work spaces** is amended in part to read as follows:



**602.4 Occupiable work spaces.** Indoor occupiable work spaces must be supplied with heat to maintain a temperature of not less than 65°F during the time the spaces are occupied.

(No further changes to remainder of section 602.4)

Section 604.2 Service is amended to read as follows:

**604.2 Service.** The size and usage of appliances and equipment serves as a basis for determining the need for additional facilities in accordance with the California Electrical Code. Dwelling units must be served by a three-wire, 120/240 volt, single-phase electrical service having a rating of not less than 60 amperes.

**Section 604.3.1.1 Electrical equipment** is amended to read as follows:

**604.3.1.1 Electrical equipment.** Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground-fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaries, ballasts, motors and electronic control, signaling, and communication equipment and that have been exposed to water must be replaced in accordance with the provisions of the California Building Code and California Electrical Code.

**Section 604.3.2.1 Electrical equipment** is amended to read as follows:

**604.3.2.1 Electrical equipment.** Electrical switches, receptacles and fixtures, including furnace, water-heater, security system, and power-distribution circuits that have been exposed to fire, must be replaced in accordance with the California Building Code and the California Electrical Code.

**Section [F] 702.1 General** is amended to read as follows:

[F] 702.1 General. A safe, continuous and unobstructed path of travel shall be provided from any point in a building or structure to the public way. Means of egress shall comply with the California Building Code.

**Section [F] 702.2 Aisles** is amended to read as follows:

[F] 702.2 Aisles. The required width of aisles in accordance with the California Building Code shall be unobstructed.

Section [F] 702.3 Locked doors is amended to read as follows:

**[F] 702.3 Locked doors.** All means of egress doors must be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except where door hardware

conforms to that permitted by the California Building Code.

**CHAPTER 9 POST-DISASTER RECOVERY AND RECONSTRUCTION** is added to the 2018 International Property Maintenance Code to read as follows:

## **SECTION 901**

### **POST-DISASTER SAFETY ASSESSMENT PLACARDS AND SECURITY**

**901.1 SCOPE.** This chapter establishes standard placards to be used to indicate the condition of a structure for continued occupancy after any natural or man-made disaster. It further authorizes the Building and Safety Department, as well as authorized representatives, to post appropriate placards at each entry point to a building or structure upon completion of a safety assessment.

**901.2 APPLICATION OF PROVISIONS.** The provisions of this chapter are applicable to all buildings and structures, of all occupancies, regulated by the City following each natural or man-made disaster.

**901.3 DEFINITIONS.** For the purposes of this section, the following definitions shall apply:

**901.3.1 BUILDING OFFICIAL** is person or entity designated as such by the city council or that person or entity's designee

**901.3.2 SAFETY ASSESSMENT** is a visual examination of a building or structure for the purpose of determining whether continued use or occupancy is appropriate following a natural or man-made disaster.

**901.4 PLACARDS.** The following official placards must be used to designate the condition of buildings or structures following a disaster.

**901.4.1 (GREEN) INSPECTED - LAWFUL OCCUPANCY PERMITTED.** Posted on any building or structure where no apparent hazard has been found. Placement of this placard does not mean that there is no damage to the building or structure.

**901.4.2 (YELLOW) RESTRICTED OR LIMITED ENTRY.** Posted on each damaged building or structure where damage has created a hazardous condition which justifies restricted occupancy. The Building Official who posts this placard will note in general terms the hazard created and will clearly and concisely note the restrictions on occupancy.

**901.4.3 (RED) UNSAFE – DO NOT ENTER OR OCCUPY.** Posted on each damaged building or structure such that continued occupancy poses a threat to life or health. Buildings or structures posted with this placard may be entered only after authorization in writing by the building official. Safety assessment teams are authorized to enter these buildings at any time. This placard may not be used or considered as a demolition order. The official who posts this placard must make a note in general terms of the damage encountered.

**901.4.4 SECURING OF UNSAFE BUILDINGS OR STRUCTURES.** Buildings or structures that have been determined by the Building Official to pose a threat to life safety or to be unsafe due to damage may be required by the Building Official to be secured from entry by fencing or other approved means until such time that the damage or threat to life is removed by repair, reconstruction or demolition. The fencing or security measures may not be removed without authorization from the building official.

**901.4.5 REMOVAL OF PLACARDS.** Once the placard has been attached to a building or structure, it may not be removed, altered, or covered until authorized by the Building Official.

**901.5 VIOLATION.** Any violation of Chapter 9 of this code is a misdemeanor and will be subject to punishment in accordance with the Stanton Municipal Code and the City of Stanton Building Codes in Division 1 of Title 16 of the Stanton Municipal Code.

## **SECTION 902**

### **POST DISASTER ABATEMENT**

**902.1 INTENT.** This chapter establishes abatement criteria for all buildings and structures damaged as a result of a disaster for which a local emergency has been declared.

**902.2 APPLICATION OF PROVISIONS.** The provisions of this chapter are applicable to all buildings and structures regulated by the city.

**902.3 DEFINITIONS.** For the purposes of this section, the following definitions shall apply:

**902.3.1 EVENT** means any occurrence which results in the declaration of a disaster, including but not limited to, fires, landslides, wind storms, earthquakes, and floods.

**902.3.2 HISTORIC BUILDING OR STRUCTURE** means any building or structure registered with a federal, state, county, or city government, or the register of points of interest. Historic buildings and structures also include those buildings and structures within a recognized historic district.

**902.3.3 STATE HISTORIC PRESERVATION OFFICER (SHPO)** is the person appointed by the Governor, pursuant to Section 101(b)(1) of the National Historic Preservation Act of 1966, as amended, to administer the State Historic Preservation Program.

Office of Historic Preservation  
Department of Parks and Recreation  
P.O. BOX 942896  
Sacramento, CA 94296-0001

Phone: (916) 653-6624  
FAX: (916) 653-9824

## **902.4 ABATEMENT CRITERIA**

**902.4.1 NOTICE OF DETERMINATION.** Except as provided in Section 902.4.2 below, the Building Official must serve a written Notice of Determination to each property owner as found on the latest available copy of the last equalized assessment roll. Such Notice of Determination must be delivered by hand-delivery, telephone, telegram, facsimile or other reasonable means, and must clearly indicate that the structure is an imminent hazard and dangerous and that, as such, it constitutes a public nuisance. The notice must set forth those factors which, in the opinion of the Building Official, make the structure an imminent hazard and dangerous, and must also include a directive from the Building Official of the specific action or actions to be taken by the property owner. The Notice must specify that within 48 hours from the time of issuance of the Notice of Determination, the owner or other party of record with an equitable or legal interest in the property must abate the nuisance in accordance with the directives written in the Notice of Determination by the Building Official.

**902.4.2 NOTICE OF DETERMINATION EXCEPTION.** No prior notice is required, when the Building Official, after considering all the facts, determines, in writing, that the structure is an imminent hazard and dangerous, and that it must be abated immediately and that time and circumstances do not permit the giving of prior notice to the owner. In those cases where time and circumstances do not permit the city to give the owner notice prior to abatement, the Building Official may cause the nuisance to be summarily abated.

**902.4.3 APPEAL OF NOTICE OF DETERMINATION.** A Notice of Determination delivered by the Building Official, that a building or structure is an imminent hazard and dangerous and therefore must be abated, may be appealed by the property owner or any other party of record with an equitable or legal interest in the property. Such appeal must be made to the Building

Official within 48 hours of delivery of such Notice of Determination by the Building Official. Such appeal must be accompanied by a written Hazard Abatement Plan signed by a State of California licensed engineer or architect or by a written report by a State of California licensed engineer or architect stating why the engineer or architect feels the building or structure is not an imminent hazard or dangerous at this time. Such report must include a recommendation by the engineer or architect as to what should or should not be done at this time. If the Building Official accepts the proposed Hazard Abatement Plan in lieu of the Notice of Determination, the Hazard Abatement Plan must be implemented within 24 hours of acceptance by the Building Official. If the Building Official accepts an engineer's report and agrees there is no imminent hazard, the Building Official must rescind, in writing, the Notice of Determination.

Should the Building Official disagree with the Hazard Abatement Plan or should the Building Official disagree with the engineer's or architect's report, a hearing must be conducted by the Board of Appeals, as soon as a quorum can be assembled.

**902.4.4 BOARD OF APPEALS HEARING.** At the hearing, the appellant has the right to call witnesses, to submit evidence, and to cross-examine the witnesses of the city. All witnesses must be sworn.

A record of the proceedings must be made by tape recording. Any relevant evidence may be submitted, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in the courts of this State.

At the close of the hearing, the Board of Appeals must act to uphold, overrule, or modify the determination and order of the Building Official. The determination and order of the Building Official will be upheld, unless the Board of Appeals finds, based upon the evidence in the record, that the Building Official erred in determining that the structure is an imminent hazard and dangerous. The decision of the Board of Appeals, with the reasons therefore, may be given orally on the record. If given orally, the decision must be memorialized in writing and served upon the applicant within 24 hours of the time the oral decision is rendered.

If the Board of Appeals upholds the decision of the Building Official, the property owners of record will be ordered to abate the public nuisance within the time set forth in the order. If the structure is determined not to be an imminent hazard and dangerous, the Building Official's determination and order will be vacated. The decision of the Board of Appeals will be final on the date it is rendered.

**902.4.5 HAZARD ABATEMENT PLAN.** If a Hazard Abatement Plan is approved by the Building Official, the owner or other interested party of record must

execute such plan within 24 hours of obtaining approval of the plan from the Building Official. Within 24 hours of completion of the abatement work the owner or other interested party of record must provide the Building Official with a written certification that the public nuisance, as described in the Building Official's Notice of Determination, has been abated.

If the work performed pursuant to the Hazard Abatement Plan amounts to temporary abatement, the owner or other party of record, prior to proceeding with permanent repairs, must obtain required permits and file a damage assessment report with the Building Official. The damage assessment report must be reviewed and approved by the Building Official prior to proceeding with permanent repairs.

**902.4.6 FAILURE TO PERFORM.** In those instances where the property owner or other interested party of record either does not respond to the Building Official's Notice of Determination or approved Hazard Abatement Plan, responds untimely, or responds timely but fails to abate the public nuisance within the required time period, the imminent hazard and dangerous structure will be subject to immediate abatement by the Building Official.

**902.4.7 PUBLIC NUISANCE.** All structures or portions of such structures which, after inspection by the Building Official, are determined to be an imminent hazard and dangerous, either to the public, occupants of the subject structure, or to any adjacent structures, are hereby declared to be public nuisances and must be abated by the owner in accordance with the procedures specified in Sections 43.2.4.4 and 43.2.4.5.

**902.4.8 SUSPENSION OF ABATEMENT OF WORK.** Notwithstanding any code provisions to the contrary, the Building Official is authorized to suspend abatement work, and to allow the property owner or other party of legal interest to complete the abatement work.

**902.4.9 CHANGE OF STATUS.** When the conditions making a structure an imminent hazard and dangerous have been abated, the structure will no longer be considered an imminent hazard and dangerous. However, if the abatement work is temporary in nature, as determined by the Building Official, the structure will remain subject to the provisions of this section.

**902.4.10 DEMOLITION PERMIT.** If the owner of any building or structure has decided to demolish rather than repair, the owner, or the owner's representative, must obtain a demolition permit.

## **902.5 HAZARD ABATEMENT OF HISTORIC BUILDINGS OR STRUCTURES.**

**902.5.1 NOTIFICATION OF IMMINENT HAZARD.** Within ten days after the event, the Building Official must notify the State Historic Preservation Officer that one of the following actions will be taken regarding any historic building or structure determined by the Building Official to represent an imminent hazard to

the health or safety of the public, or to pose an imminent threat to the public right of way:

**902.5.1.1 BRACING OR SHORING.** Whenever possible, as determined by the Building Official, the building or structure may be braced or shored in such a manner as to mitigate the hazard to public health or safety or the hazard to the public right-of-way.

**902.5.1.2 CONDEMNATION.** Whenever bracing or shoring is determined to be an unreasonable alternative, the Building Official may cause the building or structure to be condemned and immediately demolished. Such condemnation and demolition may be performed in the interest of public health or safety without a condemnation hearing as required by the 1997 Uniform Code for the Abatement of Dangerous Buildings.

**902.5.2 CONDEMNATION PROCEEDINGS.** If, ten days after the event and less than 30 days after the event, an historic building or structure is determined by the Building Official to represent a hazard to the health or safety of the public or to pose a threat to the public right of way, the Building Official may initiate condemnation proceedings in accordance with the Uniform Code for the Abatement of Dangerous Buildings. The Building Official may also notify the Federal Emergency Management Agency (FEMA), in accordance with the National Historic Preservation Act of 1966, as amended, of its intent to hold a condemnation hearing.

**902.5.3 REQUEST TO DEMOLISH.** If the Building Official and the owner of any historic building or structure agree that such a building or structure should be demolished, the Building Official must submit a request to demolish to the Federal Emergency Management Agency, in accordance with the National Historic Preservation Act of 1986, as amended. Such request must include all substantiating data.

## **SECTION 903**

### **DISASTER REPAIR AND RECONSTRUCTION**

**903.1 INTENT.** This section establishes standards and regulations for the expeditious repair and reconstruction of structures damaged as a result of a disaster for which a local emergency has been declared.

#### **903.2 APPLICATION OF PROVISIONS.**

**903.2.1 DECLARATION OF EMERGENCY.** The provisions of this chapter are applicable to all buildings and structures regulated by the city following each disaster after a local emergency has been declared.

**903.2.2 WAIVER FOR ENGINEERING EVALUATION.** The requirements of this chapter may be waived by the Building Official subject to an Engineering Evaluation as defined in Section 903.3.3.4.

**903.3 DEFINITIONS.** For the purpose of this section, the following definitions apply:

**903.3.1 ARCHITECT** is a person licensed by the State of California to practice architecture, as prescribed by the State of California Business and Professions Code.

**903.3.2 CIVIL ENGINEER** is a person registered by the State of California to practice Civil Engineering, as prescribed by the State of California Business and Professions Code.

**903.3.3 CURRENT CODE** means those codes adopted by the city pursuant to California Health and Safety Code § 18941.5.

**903.3.4 ENGINEERING EVALUATION** is an evaluation of a damaged building or structure, or suspected damaged building or structure, performed under the direction of a structural engineer, civil engineer, or architect retained by the owner of the building or structure. Engineering evaluations must, at a minimum, contain recommendations for repair and an appropriate opinion of the construction cost for those repairs. All engineering evaluations must include the engineer's or architect's stamp, wet-signature, and license expiration date.

**903.3.5 ESSENTIAL SERVICE FACILITY** means those buildings or structures designated by the city to house facilities necessary for emergency operations subsequent to a disaster.

**903.3.6 REPLACEMENT VALUE** is the dollar value, as determined by the building official, for replacing a damaged structure with a new structure of the same size, same type of construction, and same occupancy, and located on the same site.

**903.3.7 STRUCTURAL ENGINEER** is a person registered by the State of California to practice civil engineering and to use the title, Structural Engineer, as defined in Section 5537.1 of the State of California Business and Professions Code.

**903.3.8 VALUE OF REPAIR** is the dollar value, as determined by the Building Official, for making necessary repairs to the damaged structure.

#### **903.4 REPAIR CRITERIA**

**903.4.1 GENERAL.** Buildings and structures of all occupancies which have been damaged as the result of a disaster, except as otherwise noted, must be repaired in accordance with the following criteria:



**903.4.2 UP TO TEN PERCENT REPAIR VALUE.** When the estimated value of repair does not exceed ten percent of the replacement value of the structure, the damaged portion may be restored to the pre-disaster condition; except that when the damaged elements include suspended ceiling systems, the ceiling system must be repaired with all bracing required by current code.

**903.4.3 UP TO FIFTY PERCENT REPAIR VALUE.** When the estimated value of repair is greater than ten percent but less than fifty percent of the replacement value of the structure, the damaged elements must be repaired and brought into conformance with the structural requirements of the current code.

**903.4.4 MORE THAN FIFTY PERCENT REPAIR VALUE.** When the estimated value of repair is fifty percent or more of the replacement value of the structure, the entire structure must be brought into conformance with the fire and life safety and structural requirements of the current code.

**903.4.5 CHIMNEY VALUE EXCLUSION.** In Group R, Division 3, occupancies, the repair value of damaged chimneys may be excluded from the computation of percentage of replacement value. Damaged chimneys must be repaired in accordance with Section 903.5.

#### **903.5 REPAIR CRITERIA FOR FIREPLACES AND CHIMNEYS.**

**903.5.1 GENERAL.** All damaged chimneys must be repaired or reconstructed to comply with the requirements of Chapter 21 of the CBC. Damaged portions of chimneys must be removed in accordance with the following criteria.

**903.5.2 DAMAGE ABOVE THE ROOF LINE.** When the damaged portion of the chimney is located between the roof line and the top of the chimney, the damaged portion may be removed to the roof line provided the roof and ceiling anchorage are in sound condition. The reconstruction portion of the chimney must be braced to the roof structure using an approved method.

**903.5.3 SINGLE-STORY STRUCTURE DAMAGE BELOW THE ROOF LINE.** For a single-story structure in which the damaged portion of the chimney is below the roof line, or the damaged portion extends from above the roof line to below the roof line, the chimney must be removed to the top of the firebox.

**903.5.4 MULTI-STORY STRUCTURE DAMAGE BELOW THE ROOF LINE.** For a multi-story structure, the damaged portion of the chimney must be removed from the top to a floor line where anchorage is found.

**903.5.5 FIREBOX DAMAGE.** In any structure where the firebox has been damaged, the entire chimney and firebox must be removed to the foundation. If the foundation is in sound condition, the firebox and chimney may be reconstructed using the existing foundation. If the foundation has been

damaged, the foundation must be removed and replaced. Such reconstruction and replacement must be in accordance with Chapter 21 of the CBC Code.

**903.5.6 ENGINEERED ALTERNATE SOLUTIONS.** Where existing conditions preclude the installation of all anchorage required by Chapter 21 of the CBC, alternate systems may be used in accordance with the alternate methods and materials provisions of the CBC when approved by the Building Official.

**903.5.7 BRACING.** Where the portion of the chimney extending above the roof line exceeds two times the least dimension of the chimney, that portion above the roof line must be braced to the roof structure using an approved method.

### **903.6 REPAIR CRITERIA FOR HISTORIC BUILDINGS OR STRUCTURES.**

**903.6.1 ENGINEERING EVALUATION REQUIRED.** Buildings or structures which are included on a national, state, or local register for historic places or which are qualifying structures within a recognized historic district, which have been damaged as a result of a disaster, must have an engineering evaluation performed.

**903.6.2 MINIMUM REPAIR CRITERIA.** The minimum criteria for repair are included in Section 903.4, Repair Criteria, with due consideration given to the historical rating and nature of the structures. Additional standards and criteria, as noted in Part 8, Title 24, California Code of Regulations, also apply.

### **903.7 REPAIR CRITERIA FOR UNREINFORCED MASONRY BUILDINGS AND STRUCTURES.**

**903.7.1 GENERAL.** All damaged buildings determined to be bearing wall buildings constructed of unreinforced masonry must be repaired and strengthened to fully comply with the requirements of § 15.04."

**SECTION 17:** Chapter 16.20 of the Stanton Municipal Code is hereby added to read as follows:

#### **Chapter 16.20 INTERNATIONAL SWIMMING POOL AND SPA CODE**

##### **16.20.010 International swimming pool and spa code adopted.**

The International Swimming Pool and Spa Code, 2018 Edition as published by the International Code Council is hereby adopted as the Swimming Pool and Spa Code of the City of Stanton.

**16.20.020 International swimming pool and spa code amended.**

**Section [A] 101.1 Title** is amended to read as follows:

**[A] 101.1 Title.** These regulations shall be known as the Swimming Pool and Spa Code of the City of Stanton hereinafter to as "this code."

**Section [A] 102.7.1 Application of the International Codes** is amended to read as follows:

**[A] 102.7.1 Application of the International Codes.** Where the International Residential Code is referenced in this code, the provisions of the California Residential Code shall apply to related systems in detached one- and two-family dwellings and townhouses not more than three stories in height. Other related systems shall comply with the applicable California Codes or referenced standard.

**Section [A] 105.6 Fees** is amended to read as follows:

**[A] 105.6 Fees.** A permit shall not be valid until the fees prescribed by law have been paid. All fees related to and any permit, work, inspection, violation, plan review or refunds shall be in accordance with Section 109 of the California Building Code.

**Section [A] 105.6.2 Fee schedule and [A] 105.6.3 Fee refunds** are deleted in their entirety without replacement.

**Section [A] 108.2 Membership of board** is amended to read as follows:

**[A] 108.2 Board of appeals.** The Board of Appeals shall consist of members as set forth in Chapter 113.1 of the California Building Code and any amendments of the Stanton Municipal Code.

**Section [A] 108.2.1 Qualifications** is deleted in its entirety without replacement.

**Section 305.2.1 Barrier height and clearances** is amended to read as follows:

**305.2.1 Barrier height and clearances** Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 60 inches (1524 mm) above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet (914 mm) measured horizontally from the outside of the required barrier.

(The remaining language in 305.2.1 is to remain and unchanged.)

**SECTION 18:** Chapter 16.21 of the Stanton Municipal Code is hereby added to read as follows:

**Chapter 16.21 FIRE CODE**

**16.21.010 California fire code adopted.**

The California Fire Code, 2019 Edition, with Appendices B, BB, C and CC, as published by the International Code Council, is hereby adopted and shall be and become the Fire Code of the City of Stanton.

**16.21.020 California fire code amended.**

**Section 110.4.2 Infraction and misdemeanor** is hereby added as follows:

**110.4.2 Infraction and misdemeanor.** Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

**Chapter 2 Definitions** is adopted in its entirety with the following amendments:

**Section 202 General Definitions** is amended by adding "OCFA," and "Spark Arrester" as follows:

**OCFA:** Orange County Fire Authority, fire authority having jurisdiction.

**SPARK ARRESTER.** A listed device constructed of noncombustible material specifically for the purpose of meeting one of the following conditions:

1. Removing and retaining carbon and other flammable particles/debris from the exhaust flow of an internal combustion engine in accordance with California Vehicle Code Section 38366.
2. Fireplaces that burn solid fuel in accordance with California Building Code, Chapter 28.

**Chapter 3 General Requirements** is adopted in its entirety, with the exception of Sections 308.1.4, 311.5 through 311.5.5, 318, and 319, and with the following amendments:

**Section 304.1.2 Vegetation** is amended to read as follows:

**304.1.2 Vegetation.** Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 "Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program."

**Section 305.6 Hazardous conditions** is added to read as follows:

**305.6 Hazardous conditions.** Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. when predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. when an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

**Section 305.7 Disposal of rubbish** is added to read as follows:

**305.7 Disposal of rubbish.** Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

**Section 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies** is added to read as follows:

**307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies.** Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

**Exception:** Barbeques, grills, and other portable devices intended solely for cooking.

**307.6.1 Gas-fueled devices.** Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies,

combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

**307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas.** Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace. Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

**Exceptions:**

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

**307.6.2.1 Where prohibited.** The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

**Exceptions:**

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

**Section 308.1.4 Open-flame cooking devices** is deleted without replacement.

**Section 308.1.6.3 Sky lanterns** is amended to read as follows:

**308.1.6.3 Sky lanterns.** A person shall not ignite, release, or cause to be released a sky lantern.

**Section 311.5 Placards** (including subsections 311.5.1 through 311.5.5) is deleted without replacement.

**Section 318 Laundry Carts** is deleted without replacement.

**Section 319 Mobile Food Preparation Vehicles** is deleted without replacement.

**Section 321 Fuel Modification Requirements for New Construction** is added to read as follows:

**321 Fuel Modification Requirements for New Construction.** All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

**Section 322 Clearance of brush or vegetation growth from roadways** is added to read as follows:

**322 Clearance of brush or vegetation growth from roadways.** The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

**Exception:** Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

**Section 323 Unusual Circumstances** is added to read as follows:

**323 Unusual circumstances.** The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.

2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

**Section 324 Use of Equipment** is added to read as follows:

**324 Use of equipment.** Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

**Exceptions:**

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition

**324.1 Equipment and devices generating heat, sparks or open flames.** During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30 foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-



type fire extinguisher fully equipped and ready for use at the immediate area during the operation.

3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

**324.2 Spark arresters.** Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 324 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

**Chapter 4: Emergency Planning and Preparedness.** Only the sections, subsections, and amendment are adopted as listed below:

401 – 401.9  
402  
403.2  
403.5 – 403.5.4  
403.10.2.1.1  
403.13 – 403.13.3  
404.5 – 404.6.6  
407

**Section 407.5** is amended to read as follows:

**407.5 Hazardous Materials Inventory Statement.** Where required by the fire code official, each application for a permit shall OCFA's Chemical Classification Packet in accordance with Section 5001.5.2.

**Chapter 5 Fire Service Features** is adopted in its entirety with the following amendments:

**Section 501.1 Scope** is amended to read as follows:

**501.1 Scope.** Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-09, "Fire Master Plan for Commercial & Residential Development." Fire service features for buildings, structures and premises located in State Responsibility Areas, and Local Responsibility Areas designated as Very High Hazard Fire Severity Zone shall also comply with OCFA Guideline B-09a, "Fire Safe Development in

State Responsibility Areas, and Local Responsibility Areas designated as Very High Hazard Fire Severity Zone".

**Section 510.1 Emergency responder radio coverage in new buildings** is amended to read as follows:

**510.1 Emergency responder radio coverage in new buildings.** All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the Orange County Sheriff's Department, Communications and Technology Division guidelines and specifications and, where the functionality or performance requirements in the California Fire Code are more stringent, this code.

**Exceptions:**

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
  - a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
  - b. Elevators.
  - c. Structures that meet all of the following:
    - i. Three stories or less, and
    - ii. Do not have subterranean storage or parking, and
    - iii. Do not exceed 50,000 square feet on any single story.
  - d. Structures that meet all of the following:
    - i. Residential structures four stories or less, and
    - ii. Constructed of wood, and
    - iii. Do not have subterranean storage or parking, and
    - iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this chapter shall apply only to the subterranean areas.

2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire

code official shall have the authority to accept an automatically activated emergency radio coverage system.

**Section 510.2 Emergency responder radio coverage in existing buildings** is deleted without replacement:

**Section 510.3 Permit required** is deleted without replacement.

**Chapter 9 Fire Protection and Life Safety Systems** is adopted in its entirety with the following amendments:

**Section 903.2 Where required** is amended to read as follows:

**903.2 Where required.** Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New Buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.20 an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet (465 m<sup>2</sup>) as defined in Section 202, regardless of fire areas or allowable area.

**Exception:** Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code.

2. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:

- a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5,000 square feet (465 m<sup>2</sup>) as defined in Section 202; or
- b. When an addition exceeds 2,000 square feet and the resulting building area exceeds 5,000 square feet.
- c. An additional story is added above the second floor regardless of fire areas or allowable area.

**Exception:** Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

**Section 903.2.8 Group R** is amended to read as follows:

**Section 903.2.8 Group R.** An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

1. **New Buildings:** An automatic sprinkler system shall be installed throughout all new buildings.
2. **Existing R-3 Buildings:** An automatic sprinkler system shall be installed throughout when one of the following conditions exists:
  - a. When an addition is 33% or more of the existing building area and the resulting building area exceeds 3,600 square feet (334 m<sup>2</sup>) as defined in Section 202; or,
  - b. An addition when the existing building is already provided with automatic sprinklers; or,
  - c. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

**Exceptions:**

1. Existing Group R-3 occupancies converted to Group R-3.1 occupancies and not housing bedridden clients, not housing non-ambulatory clients above the first floor, and not housing clients above the second floor.
2. Existing Group R-3 occupancies converted to Group R-3.1 occupancies housing only one bedridden client and complying with Section 435.8.3.3 of the California Building Code.
3. Pursuant to Health and Safety Code, Section 13113, occupancies housing ambulatory children only, none of whom are mentally ill children or children with intellectual disabilities, and the buildings or portions thereof in which such children are housed are not more than two stories in height, and building or portions thereof housing such children have an automatic fire alarm system activated by approved smoke detectors.
4. Pursuant to Health and Safety Code, Section 13143.6, occupancies licensed for protective social care which house ambulatory clients only, none of whom is a child (under the age of 18 years), or who is elderly (65 years of age or over).

When not used in accordance with Section 504.2 or 506.3 of the California Building Code, an automatic sprinkler system installed in accordance with Section 903.3.1.2 shall be allowed in Group R-2.1 occupancies.

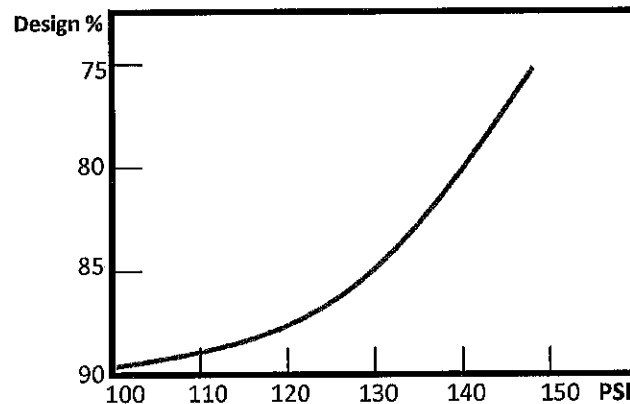
An automatic sprinkler system designed in accordance with Section 903.3.1.3 shall not be utilized in Group R-2.1 or R-4 occupancies.

**Section 903.3.5.3 Hydraulically calculated systems** is added to read as follows:

**903.3.5.3 Hydraulically calculated systems.** The design of hydraulically calculated fire sprinkler systems shall not exceed 90% of the water supply capacity.

**Exception:** When static pressure exceeds 100 psi, and when required by the fire code official, the fire sprinkler system shall not exceed the water supply capacity specified by Table 903.3.5.3.

**TABLE 903.3.5.3**  
**Hydraulically Calculated Systems**



**Chapter 11 Construction Requirements for Existing Buildings.** Only those sections and subsections are adopted as listed below:

1103.7  
1103.7.3  
1103.7.3.1  
1103.7.8 – 1103.7.8.2  
1103.7.9 – 1103.7.9.10  
1103.8 – 1103.8.5.3  
1103.9.1  
1107  
1113  
1114  
1115  
1116

**Chapter 12 Energy Systems** is adopted in its entirety with the following amendment:

**Section 1201.1.1 Other systems** is added to read as follows:

**1201.1.1 Other systems.** Where required by the fire code official, other systems and operations including but not limited to battery systems assembly, battery reconditioning and storage, research and development of battery storage systems, electric vehicle manufacturing and testing, and battery charging systems for cars and carts inside of buildings or structures, shall comply with this chapter.

**Exception:** When approved by the fire code official, charging stations for electric vehicles located in open parking garages of Type I or II construction.

**Chapter 25 Fruit and Crop Ripening** is deleted in its entirety.

**Chapter 26 Fumigation and Insecticidal Fogging** is deleted in its entirety.

**Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities** is adopted in its entirety with the following amendments:

**Section 2801.2 Permit** is amended to read as follows:

**2801.2 Permit.** Permits shall be required as set forth in Section 105.6 and 105.6.29.

**Section 2808.2 Storage site** is amended to read as follows:

**2808.2 Storage site.** Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned and approval obtained from the fire code official before transferring weed-products to the site.

**Section 2808.3 Size of piles** is amended to read as follows:

**2808.3 Size of piles.** Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

**Exception:** The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

**Section 2808.4 Pile separation** is amended to read as follows:

**2808.4. Pile separation.** Piles shall be separated from adjacent piles by minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

**Section 2808.7 Pile fire protection** is amended to read as follows:

**2808.7 Pile fire protection.** Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

**Section 2808.9 Material-handling equipment** is amended to read as follows:

**2808.9 Material-handling equipment.** All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

**Section 2808.11 Temperature control** is added to read as follows:

**2808.11 Temperature control.** The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

**Section 2808.11.1 Pile temperature control** is added to read as follows:

**2808.11.1 Pile temperature control.** Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

**Section 2808.11.2 New material temperature control** is added to read as follows:

**2808.11.2 New material temperature control.** New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

**Section 2808.12 Water availability** is added to read as follows:

**2808.12 Water availability.** Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2 hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for



piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

**Section 2808.13 Tipping area** is added to read as follows:

**2808.13 Tipping areas** shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20 foot wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

**Section 2808.14 Emergency Contact** is added to read as follows:

**2808.14 Emergency Contact.** The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

**Chapter 49 Requirements for Wildland-Urban Interface Fire Areas** is adopted in its entirety with the following amendments:

**Section 4906.3 Requirements** is amended to read as follows:

**4906.3 Requirements.** Hazardous vegetation and fuels around all applicable buildings and structure shall be maintained in accordance with the following laws and regulations:

1. Public Resources Code, Section 4291.
2. California Code of Regulations, Title 14, Division 1.5, Chapter 7, Subchapter 3, Section 1299 (see guidance for implementation "General Guideline to Create Defensible Space").
3. California Government Code, Section 51182.
4. California Code of Regulations, Title 19, Division 1, Chapter 7, Subchapter 1, Section 3.07.
5. OCFA Guideline C-05 "Vegetation Management Guideline –

Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

**Section 4908 Fuel modification requirements for new Construction** is added to read as follows:

**4908 Fuel modification requirements for new construction.** All new buildings to be built or installed in a Wildfire Risk Area shall comply with the following:

1. Preliminary fuel modification plans shall be submitted to and approved by the fire code official prior to or concurrently with the approval of any tentative map.
2. Final fuel modification plans shall be submitted to and approved by the fire code official prior to the issuance of a grading permit.
3. The fuel modification plans shall meet the criteria set forth in the Fuel Modification Section of OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”
  - 1.1 The fuel modification plan shall include provisions for the maintenance of the fuel modification in perpetuity.
4. The fuel modification plan may be altered if conditions change. Any alterations to the fuel modification areas shall have prior approval from the fire code official.
5. All elements of the fuel modification plan shall be maintained in accordance with the approved plan and are subject to the enforcement process outlined in the Fire Code.

**Chapter 50 Hazardous Materials – General Provisions** is adopted in its entirety with the following amendments.

**Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS)**, is amended to read as follows:

**5001.5.2 Hazardous Materials Inventory Statement (HMIS).** Where required by the fire code official, an application for a permit shall include. Orange County Fire Authority’s—Chemical Classification Packet, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises. The Chemical Classification Packet shall include the following information:

1. Product Name.
2. Component.
3. Chemical Abstract Service (CAS) number.
4. Location where stored or used.
5. Container size.
6. Hazard classification.
7. Amount in storage.
8. Amount in use-closed systems.
9. Amount in use-open systems.

**Section 5003.1.1.1 Extremely Hazardous Substances** is added to read as follows:

**5003.1.1.1 Extremely Hazardous Substances.** No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

**Chapter 56 Explosives and Fireworks** is adopted in its entirety with the following amendments:

**Section 5608.2 Firing** is hereby added to read as follows:

**5608.2 Firing.** All fireworks displays, regardless of mortar, device, or shell size, shall be electrically fired.

**Section 5608.3 Application for Permit** is added to read as follows:

**Section 5608.3 Application for Permit.** A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

**Chapter 57 Flammable and Combustible Liquids** is adopted in its entirety with the exception of Section 5707 with the following amendment:

**Section 5707 On-Demand Mobile Fueling Operations** is deleted without replacement.

**Section 5701.1.1 Mobile fueling** is added as follows:

**Section 5701.1.1 Mobile fueling.** On-demand mobile fueling of Class I, II, and III liquids into the fuel tanks of vehicles is prohibited.

**Chapter 58 Flammable Gases and Flammable Cryogenic Fluids.** is adopted in its entirety with the exception of Section 5809 and with the following amendment:

**Section 5801.1 Scope** is amended to read as follows:

**Section 5801.1 Scope.** The storage and use of flammable gases and flammable cryogenic fluids shall be in accordance with this chapter, NFPA 2 and NFPA 55. Compressed gases shall also comply with Chapter 53 and cryogenic fluids shall also comply with Chapter 55. Flammable cryogenic fluids shall comply with Section 5806. Hydrogen motor fuel-dispensing stations and repair garages and their associated above-ground hydrogen storage systems shall also be designed, constructed and maintained in accordance with Chapter 23. Mobile fueling of gaseous and liquid hydrogen, compressed natural gas (CNG), and liquefied natural gas (LNG) into the fuel tanks of vehicles is prohibited.

**Exceptions:**

1. Gases used as refrigerants in refrigeration systems (see Section 605).
2. Liquefied petroleum gases and natural gases regulated by Chapter 61.
3. Fuel-gas systems and appliances regulated under the California Mechanical Code and the California Plumbing Code other than gaseous hydrogen systems and appliances.
4. Pyrophoric gases in accordance with Chapter 64.

**Section 5809 Mobile Gaseous Fueling of Hydrogen-Fueled Vehicles** is deleted without replacement.

**Chapter 80 Referenced Standards** is adopted in its entirety with the following amendments:

**NFPA 13, 2016 Edition, Standard for the Installation of Sprinkler Systems** is amended as follows:

**Section 6.7.3** is amended to read as follows:

**6.7.3** Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number

of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

**Section 8.3.3.1** is amended to read as follows:

**8.3.3.1** When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

**Section 8.15.1.2.7** is amended to read as follows:

**8.15.1.2.7** Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by the fire code official.

**Section 11.1.1.1** is added to read as follows:

**11.1.1.1** When fire sprinkler systems are required in buildings of undetermined use other than warehouses, they shall be designed and installed to have a fire sprinkler density of not less than that required for an Ordinary Hazard Group 2 use, with no reduction(s) in density or design area. Warehouse fire sprinkler systems shall be designed to Figure 16.2.1.3.2 (d) curve "G". Use is considered undetermined if a specific tenant/occupant is not identified at the time the sprinkler plan is submitted. Where a subsequent use or occupancy requires a system with greater capability, it shall be the responsibility of the occupant to upgrade the system to the required density for the new use or occupancy.

**Section 11.2.3.1.1.1** is added to read as follows:

**11.2.3.1.1.1** The available water supply for fire sprinkler system design shall be determined by one of the following methods, as approved by the fire code official:

1. Subtract the project site elevation from the low water level for the appropriate pressure zone and multiply the result by 0.433;
2. Use a maximum of 40 psi, if available;
3. Utilize the OCFA water-flow test form/directions to document a flow test conducted by the local water agency or an approved third party licensed in the State of California.

**NFPA 13D 2016 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes** is amended as follows:

**Section 7.1.2** is amended to read as follows:

**7.1.2** The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

**NFPA 14, 2013 Edition, Installation of Standpipe and Hose Systems** is amended as follows:

**Section 7.3.1.1** is amended to read as follows:

**7.3.1.1** Class I and III Standpipe hose connections shall be unobstructed and shall be located not less than 18 inches or more than 24 inches above the finished floor. Class II Standpipe hose connections shall be unobstructed and shall be located not less than 3 feet or more than 5 feet above the finished floor.

**NFPA 24, 2016 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances** is amended as follows:

**Section 6.2.8.1** is added to read as follows:

**6.2.8.1** All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

**Exceptions:**

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

**Section 6.2.9** is amended to read as follows:

**6.2.9** All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

1. A post indicator valve installed not less than 40 ft (12 m) from the building
  - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
2. A wall post indicator valve
3. An indicating valve in a pit, installed in accordance with Section 6.4
4. A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
  - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
5. Control valves installed in a fire-rated room accessible from the exterior
6. Control valves in a fire-rated stair enclosure accessible from the exterior

**Section 10.1.5** is added to read as follows:

**10.1.5** All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2 inch wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

**Exception:** 304 or 316 Stainless Steel pipe and fittings

**Section 10.4.1.1** is amended to read as follows:

**10.4.1.1** All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

**Exception:** Bolted joint accessories made from 304 or 316 stainless steel.

**Section 10.4.1.1.1** is added to read as follows:

**10.4.1.1.1** All bolts used in pipe-joint assembly shall be 316 stainless steel.

**Section 10.4.3.2** is hereby deleted and replaced as follows:

**10.4.3.** Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

**Appendix B** is adopted in its entirety with amendments outlined in Guideline B-09.

**SECTION 19 :** Chapters 16.16, 16.18, 16.22, 16.24, 16.26, and 16.36 of Division I of Title 16 of the Stanton Municipal Code will hereby read "Reserved."

**SECTION 20:** The City Council hereby finds, determines and declares as follows:

The following findings apply in the City of Stanton and explain why the changes to the Building Standards Code are necessary because of climatic, geological and/or topographical conditions in the city.

**I. Climatic Conditions**

- A. Stanton is located in a semi-arid Mediterranean type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene. Lastly, the warm climate encourages the proliferation of swimming pool construction which makes modifications to the California Building Code related to swimming pools desirable to adequately protect small children from drowning hazards.
- B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.



- C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.
- D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

## II. Topographical conditions

- A. The topography of Stanton is generally considered a flatlands area with little to no topographical slopes. The flat land developments however does require special drainage precautions in order to address site drainage to prevent water ponding and flooding, as well as preserve historical water ways.
- B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.
- C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

## III. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

- A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."
- B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.
- C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.
- D. Portions of the County contain active or former oil production fields. These areas contain a variety of naturally occurring gasses, liquids and vapors. These compounds present toxicity or flammability hazards to building occupants. Evaluation of these hazards and the risks they pose to development is necessary for implementation of appropriate mitigation.

These local climatic, geologic, and topographic conditions make modifications and changes to the 2019 Edition of the California Codes reasonably necessary to provide sufficient and effective protection of life, health and property. Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zone described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) requirements for a given structures. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

#### IV. Specific Code Amendment Findings

Amendments to the 2019 Edition of the California Building Code (CBC), California Residential Code (CRC), California Electrical Code (CEC) and California Fire Code (CFC) are found reasonably necessary based on the climatic and/or geologic conditions cited above or administrative and are listed as follows:

<b>CODE SECTION</b>	<b>TITLE (Clarification)</b>	<b>FINDINGS</b>
CBC 104.8	Liability	Administrative
CBC 105.2	Work exempt from a permit	Administrative
CBC 105.5	Expiration	Administrative
CBC 105.8	Reconstruction	Administrative
CBC 113.1	General	Administrative
CBC 113.3	Qualifications	Administrative
CBC 202	Definitions	Administrative
CBC 903.2	Where required	I & II
CBC 903.3.5.3	Hydraulically calculated systems	I & II
CBC 1505.1.3	Roof coverings within all other areas	I
CBC 1803.1.1.1	Geologic or geotechnical reports	III
CBC 1807.1.6	Prescriptive design of concrete and masonry foundation walls	III
CBC 3109.1.1	Construction permit; safety features required	I
CRC R105.5	Expiration	Administrative
CRC R105.10	Reconstruction	Administrative
CRC Table R301.2(1)	Climatic and Geographic Design Criteria	I & III
CRC R309.6	Fire sprinkler attached garages, and carports with habitable space above	I & II
CRC R313.1	Townhouse automatic fire sprinkler systems	I & II
CRC R313.2	One- and two-family dwellings automatic fire sprinkler systems	I & II
CRC R313.3.6.2.2	Calculation procedure	I & II
CRC R902.1	Roof covering materials	I
CRC R902.1.3	Roof coverings in all other areas	I
CRC R902.2	Fire-retardant-treated shingles and shakes	I
CRC R1001.13	Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices	I
CRC R101.13.1	Gas-fueled devices	I
CRC R1001.13.2	Devices using wood or fuels other than natural gas or liquefied-petroleum gas	I
CEC 310.16	Continuous Inspection of Aluminum Wiring	I

<b>CODE SECTION</b>	<b>TITLE (Clarification)</b>	<b>FINDINGS</b>
CFC 110.4	Violation penalties	Administrative
CFC 110.4.2	Infraction & Misdemeanor	Administrative
CFC 202	General definitions	Administrative
CFC 304.1.2	OCFA Vegetation Management	I
CFC 305.6	Hazardous conditions	I & II
CFC 305.7	Disposal of rubbish	I & II
CFC 307	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
CFC 307.6.1	Gas-fueled devices	I & II
CFC 307.6.2	Devices using wood or fuels other than natural gas or LPG	I & II
CFC 307.6.2.1	Where prohibited	I & II
CFC 308.1.6.3	Sky lanterns	I & II
CFC 309.2.1	Indoor charging of electric cars	Administrative
CFC 320	Fuel modification requirements for new construction	I
CFC 322	Clearance of brush or vegetation growth from roadways	I
CFC 323	Unusual circumstances	Administrative
CFC 324	Use of equipment	I
CFC 324.1	Use of equipment and devices generating heat, sparks or open flames	I & II
CFC 324.2	Spark arrestors	I & II
CFC 407.5	Hazardous material inventory statement	I & II
CFC 501.1	Scope	Administrative, I, II & III
CFC 510.1	Emergency responder radio coverage	Administrative
CFC 510.4.2.2	Technical Criteria	Administrative
CFC 510.5.1	Approval prior to installation	Administrative
CFC 510.5.2	Minimum qualification of personnel	Administrative
CFC 510.5.3	Acceptance test procedure	Administrative
CFC 510.6.1	Testing and proof of compliance	Administrative
CFC 903.2	Where required (Sprinklers)	I, II & III
CFC 903.2.8	Group R (Sprinklers)	I, II & III
CFC 903.3.5.3	Hydraulically calculated systems	I & II
CFC 1201.1.1	Other Systems	I
CFC 2801.2	Permit	Administrative
CFC 2808.2	Storage site	Administrative
CFC 2808.3	Size of piles	I
CFC 2808.4	Pile separation	I
CFC 2808.7	Pile fire protection	I
CFC 2808.9	Material-handling equipment	I
CFC 2808.11	Temperature control	I
CFC 2808.11.1	Pile temperature control	I

<b>CODE SECTION</b>	<b>TITLE (Clarification)</b>	<b>FINDINGS</b>
CFC 2808.11.2	New material temperature control	I
CFC 2808.12	Water availability for piles	I
CFC 2808.13	Tipping area	I
CFC 2808.14	Emergency contact	Administrative
CFC 4906.3	OCFA Vegetation Management Guideline	I
CFC 4908	Fuel modification requirements for new construction	I
CFC 5001.5.2	Hazardous materials inventory statement	Administrative
CFC 5003.1.1.1	Extremely hazardous substances	I & III
CFC 5608.2	Retail fireworks	Administrative
CFC 5608.3	Application for permit	Administrative
CFC 5701.1.1	Mobile Fueling	I & II
CFC 5801.1	Scope	I & II
Chapter 80	Reference Standards	N/A
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply Systems)	Administrative & III

**SECTION 21:** CEQA. This Ordinance is not a project within the meaning of CEQA Guidelines section 15378 because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to activities that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Orange in accordance with CEQA Guidelines.

**SECTION 22:** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 23:** The City Clerk shall certify to the adoption of this Ordinance and cause same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

**PASSED, APPROVED, AND ADOPTED** this 12<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
DAVID J. SHAWVER, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1094 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 22<sup>nd</sup> day of October, 2019 and was duly adopted at a regular meeting of the City Council held on the 12<sup>th</sup> day of November, 2019, by the following roll-call vote, to wit:

AYES:           COUNCILMEMBERS: \_\_\_\_\_

NOES:           COUNCILMEMBERS: \_\_\_\_\_

ABSENT:        COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN:       COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK, CITY OF STANTON