



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, JANUARY 14, 2020 - 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, 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 (6:00 PM)**
- 2. ROLL CALL**
 - Council / Authority Member Ramirez
 - Council / Authority Member Taylor
 - Council / Authority Member Van
 - Mayor Pro Tem / Vice Chairperson Warren
 - Mayor / Chairman Shawver
- 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

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

4. CLOSED SESSION

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

Number of Potential Cases: 1

4B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Existing litigation pursuant to Government Code section 54956.9(d)(1)
Number of cases: 1

Gary Lane vs. City of Stanton and Does 1 to 100, Inclusive, Superior Court of California, County of Orange, Central Justice Center, Case Number: 30-2019-01099513-CU-PO-CJC.

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

6. ROLL CALL Agency Member Ramirez
Agency Member Taylor
Agency Member Van
Vice Chairperson Warren
Chairman Shawver

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS

Presentation by the Cypress College Foundation regarding the 45th Annual Americana Awards, which will honor Mr. Alexander A. Ethans as the Cypress College Foundation Americana Awards, 2020 Citizen of the Year for the City of Stanton.

9. CONSENT CALENDAR

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

- 9B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated December 4, 2019, December 10, 2019 and December 19, 2019, in the amount of \$4,342,761.03; and

- 9C. APPROVAL OF MINUTES**

City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – December 10, 2019.

- 9D. AWARD OF A CONSTRUCTION CONTRACT FOR FY 19/20 CITY HALL CARPET AND LINOLEUM PROJECT TO BOB MARDIGIAN FLOOR COVERING**

The two bids for the FY 19/20 City Hall Carpet and Linoleum Project were opened on December 10, 2019. Based on the post-bid analysis, staff recommends the bid submitted by Bob Mardigian Floor Covering to be the lowest responsible and responsive bid. The construction cost is estimated at \$113,190.00 which includes a contingency.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) - Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Award of construction contract for FY 19/20 City Hall Carpet and Linoleum Project to the lowest responsible and responsive bidder, Bob Mardigian Floor Covering, for the amount of \$102,900.00; and

3. Authorize the City Manager to bind the City of Stanton and Bob Mardigian Floor Covering in a contract for the construction of the FY 19/20 City Hall Carpet and Linoleum Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-Percent.

9E. DECLARATION OF SURPLUS PROPERTY

From time to time equipment purchased by the City has outlived its useful life and needs to be sold or otherwise disposed of. In compliance with the purchasing policy, staff is required to petition the Council to declare the property surplus, obsolete, or unusable.

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. Declare the equipment listed on Attachment 1 (2006 Ford Escape, 2007 Ford Escape, 2005 Honda ST 1300P Motorcycle LP, 2008 Chevy Silverado LP, 1994 L8000 Ford Vactor Truck LP, Golf Cart) as surplus; and
3. Direct staff to sell or salvage equipment according to the Administrative Policy IV-4-12: Purchasing Policy and Procedures.

9F. APPROVAL OF 2020 MEETING DATES AND CITY OF STANTON HOLIDAYS OBSERVED CALENDAR YEAR 2020

Reporting to the City Council the scheduled 2020 Meeting Dates for the Stanton City Council, Stanton Planning Commission, Parks, Recreation and Community Services Commission, Stanton Community Foundation, and Stanton Public Safety Committee meetings and scheduled Stanton holidays observed calendar for 2020.

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 report.

9G. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SUBDIVISION IMPROVEMENT AGREEMENT TRACT MAP NO. 19010

The final parcel map for the development of two hundred and eight (208) single family condominium units, private streets, and private park area for the property located at The Village Center Drive (12631-12811 Beach Boulevard) was approved on August 27, 2019. The Subdivision Improvement Agreement has been submitted for final approval.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32 and Section 15332; and
2. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
3. Authorize the Mayor to execute the attached Subdivision Improvement Agreement for Tract No. 19010.

9H. NOVEMBER 2019 INVESTMENT REPORT

The Investment Report as of November 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 November 2019.

9I. NOVEMBER 2019 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of November 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 November 2019.

9J. MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS BOARDS, COMMISSIONS, COMMITTEES AND AGENCIES

Traditionally, Council Members have been appointed by the Mayor to serve on numerous outside committees, boards, commissions and agencies. Each appointee is responsible for representing the City and voting on behalf of the City Council. The Mayor has conducted a review and has selected appointees, as detailed in Attachment 1. With the exception of the Orange County Fire Authority ("OCFA") appointment, which is required to be made by Resolution, the Mayor may otherwise make appointments to each committee, board, commission or agency by nomination and Minute Order confirmation. In addition, the Fair Political Practices Commission ("FPPC") regulations require the adoption and posting of Form 806, Agency Report of Public Official Appointments, in order for individual Council Members to participate in a City Council vote that would result in him or her serving in a position that provides compensation of \$250 or more in any 12-month period.

RECOMMENDED ACTION:

1. City Council confirm the Mayor's appointments; and
2. Approve Fair Political Practices Commission Form 806 and authorize the City Clerk to post the form on the City's website.

9K. DECEMBER 2019 GENERAL FUND REVENUE AND EXPENDITURE REPORT

The monthly General Fund Revenue and Expenditure Report as of December 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 December 2019.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. ZONE CHANGE (AZC) 19-03, AN URGENCY ORDINANCE AND A NON-URGENCY ORDINANCE AMENDING TITLE 20 OF THE STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

Zone Change (AZC) 19-03 is a proposed ordinance to amend Title 20 (Zoning), section 20.400.330 and other sections of the Stanton Municipal Code (SMC), regarding Accessory Dwelling Units (ADU). The ADU regulations are modified in compliance with the provisions of Government Code sections 65852.2 and 65852.22 as amended by recently approved legislation that will take effect on January 1, 2020. The Planning Commission held a public hearing on December 18, 2019 and recommended adoption of the urgency ordinance and non-urgency ordinance to the City Council.

RECOMMENDED ACTION:

1. City Council adopt Urgency Ordinance No. 1096 amending Title 20 of the Stanton Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units, entitled:

"AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING TITLE 20 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA"; and

2. Consider and introduce Ordinance No. 1097, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING TITLE 20 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA”; and

3. Set said Ordinance No. 1097 for adoption at the January 28, 2020 meeting.

ROLL CALL VOTE:

Council Member Ramirez
Council Member Taylor
Council Member Van
Mayor Pro Tem Warren
Mayor Shawver

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS

12A. PURCHASE AND SALE AGREEMENT FOR 11870 BEACH BOULEVARD AND APPROPRIATION OF FUNDS

The attached Purchase and Sale Agreement would authorize the City to complete the purchase of 11870 Beach Boulevard, Stanton, for appropriate public purposes and to further the revitalization of Beach Boulevard.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3); and
2. Approving the City’s purchase of the property at 11870 Beach Boulevard, Stanton, authorizing the City Manager to execute the Purchase and Sale Agreement and take other necessary actions to perform Stanton’s obligations under the Purchase Sale Agreement, and authorizing and directing the filing of a CEQA Notice of Exemption; and
3. Approve Budget Adjustment No. 2020-15 to appropriate \$900,000 from General Fund reserves.

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled: None.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 9th day of January, 2020.

s/ Patricia A. Vazquez, City Clerk/Secretary

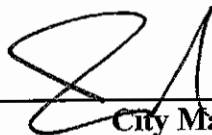
Item: 9B

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

December 4, 2019	\$1,670,271.78
December 10, 2019	\$455,449.76
December 19, 2019	\$2,217,039.49

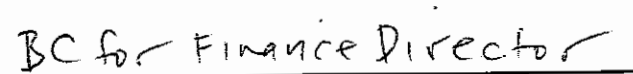
\$4,342,761.03

**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

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MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING DECEMBER 10, 2019

1. CALL TO ORDER / CLOSED SESSION

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

2. ROLL CALL

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

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the Stanton City Council/Stanton Housing Authority of the City of Stanton proceeded to closed session at 6:00 p.m. for discussion regarding:

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

Property: 11870 Beach Boulevard, Stanton, CA (APN 131-241-21)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Alkhoul Hassan, Owner

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

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

The meetings were called to order at 6:31 p.m. by Chairman Shawver.

The City Attorney reported that the Stanton City Council met in closed session from 6:00 to 6:30 p.m.

The City Attorney reported that there was no reportable action.

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6. ROLL CALL

Present: Agency Member Taylor, Agency Member Van, Agency Member Warren, Vice Chairman Ramirez, and Chairman Shawver.

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Ms. Amy Stonich, Contract City Planner.

8. SPECIAL PRESENTATIONS AND AWARDS None.

9. CONSENT CALENDAR

Motion/Second: Ramirez/Taylor

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

The City Council/Agency Board/Authority Board approved the following Consent Calendar items:

CONSENT CALENDAR

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated November 20, 2019 and November 27, 2019, in the amount of \$1,314,723.49.

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9C. APPROVAL OF MINUTES

1. The City Council approved Minutes of Special Meeting – November 12, 2019; and
2. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – November 12, 2019; and
3. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – November 26, 2019.

9D. ANNUAL AUDIT REPORTS FOR FISCAL YEAR 2018-19

Attached is the Comprehensive Annual Financial Report (CAFR) for the City of Stanton for the fiscal year ended June 30, 2019. This report includes all funds and entities that are within the control of the City. The independent firm of White Nelson Diehl Evans LLP, Certified Public Accountants and Consultants (WNDE), has conducted an independent audit of the financial statements of the City included in the CAFR and has issued an “unqualified” opinion thereon.

Three additional reports and letters required by governmental auditing standards were issued by the auditors and are submitted herewith. All three cite no significant instances of noncompliance or other exceptions.

1. The City Council finds that these items are not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
2. Received and filed the Comprehensive Annual Financial Report for fiscal year ended June 30, 2019, the Report on Internal Controls Over Financial Reporting and On Compliance and Other Matters, the Auditor’s Communication With Those Charged With Governance, and the Report on Agreed-Upon Procedures Applied to Appropriation Limit Worksheet for the Year Ended June 30, 2019.

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9E. NOVEMBER 2019 GENERAL FUND REVENUE AND EXPENDITURE REPORT

The monthly General Fund Revenue and Expenditure Report as of November 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.

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

9F. APPROVAL OF CONTRACT WITH COUNTY OF ORANGE TO PROVIDE MUNICIPAL SERVICES

The County of Orange performs various Municipal Services for cities within Orange County. Staff believes that contracting with the County of Orange for a variety of services, generally within the Public Works field, will result in cheaper prices and a greater depth of resources in the event of an emergency.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approved the contract with the County of Orange for Municipal Services.

9G. RESOLUTION NO. 2019-56 OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 2018-122 FOR THE PROPERTY LOCATED AT 7181 KERMORE LANE

The final parcel map for the development located at 7181 Kermore Lane has been completed and reviewed by all required departments and agencies. This final parcel map is in compliance with the City's General Plan and zoning land use designations.

1. The City Council finds that the adoption of the resolution is categorically exempt under Section 15332, Class 32 (In-Fill Development Projects); and
2. Adopted Resolution No. 2019-56 approving Final Parcel Map No. 2018-122, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 2018-122 FOR THE PROPERTY LOCATED AT 7181 KERMORE LANE"; and

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3. Finds that the recordation of Final Parcel Map No. 2018-122 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, and any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 36937 AND 65858 EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF MASSAGE BUSINESSES FOR 12 MONTHS PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL AND ZONING CODE

Due to the continuing enforcement issues related to massage establishments, the City Council is asked to consider extension of the interim urgency ordinance to temporarily prohibit the establishment of such businesses. The interim urgency ordinance provides the City sufficient time to proceed with proactive enforcement, study the continuing impacts of these establishments, and to develop new municipal and zoning code regulations. The length of the extension on the moratorium is 12 months.

Staff report by Ms. Amy Stonich, Contract City Planner.

The public hearing was opened.

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

Motion/Second: Van/Ramirez

ROLL CALL VOTE:	Council Member Taylor	AYE
	Council Member Van	AYE
	Council Member Warren	AYE
	Mayor Pro Tem Ramirez	AYE
	Mayor Shawver	AYE

Motion unanimously carried:

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1. The City Council conducted a public hearing; and
2. Declared that the project is exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, section 15061(b)(3) that this interim urgency ordinance is nonetheless exempt from the requirements of CEQA. 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. Received and filed the 10-day action report for the conclusion of the previous 10 month and 15 day moratorium:
4. Adopted Urgency Ordinance No. 1096, entitled:

"AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 36937 AND 65858, EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT OF MASSAGE BUSINESSES FOR 12 MONTHS PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL AND ZONING CODE."

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS

12A. RESTRUCTURE OF THE PUBLIC SAFETY COMMITTEE

Based on issues caused by the original format of the Public Safety Committee, there were a number of cancellations due to the lack of a quorum. The proposed reduction in the number of Public Safety Committee members to five combined with the elimination of participation restrictions will lead to a reduction in the number of meetings cancelled due to lack of a quorum.

Staff report by Mr. James J. Wren, Public Safety Services Director.

Motion/Second: Ramirez/Warren

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

12B. NOTICE OF INTENT TO WITHDRAW MEMBERSHIP FROM THE PUBLIC ENTITY RISK MANAGEMENT AUTHORITY

The City engaged Bickmore, a professional risk advisor, to identify and evaluate available pool and commercial alternatives for various liability insurance coverage programs. Following the findings report, this report requests City Council approval to provide the Public Entity Risk Management Authority (PERMA) with a Notice of Intent to Withdraw Membership and authorization to engage in a formal application process with prospective alternate Joint Power Authorities (JPAs).

Staff report by Ms. Cynthia Guzman, Human Resource / Risk Management Analyst.

Motion/Second: Warren/Van

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared that this 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. Authorized the City Manager to Issue a Notice of Intent to Withdraw Membership from the Public Entity Risk Management Authority insurance coverage programs; and
3. Authorized the City Manager to engage in a formal application process with prospective alternate JPAs to obtain firm pricing and coverage terms for a potential coverage effective date of July 1, 2020.

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12C. FINANCE DIRECTOR EMPLOYMENT AGREEMENT

For consideration is the employment agreement with Michelle Bannigan for Finance Director.

Staff report by Mr. Jarad L. Hildenbrand, City Manager.

Ms. Michelle Bannigan provided the City Council with a brief introduction about herself.

Motion/Second: Ramirez/Warren

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

13. ORAL COMMUNICATIONS – PUBLIC

Mr. Scott Morris introduced himself to the City Council and offered his assistance with implementation of the legalization of cannabis within the City of Stanton.

14. WRITTEN COMMUNICATIONS None.

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

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

- Mayor Pro Tem Ramirez questioned the possibility of changing the Mayor Pro Tem title to Vice Mayor.
- Council Member Warren reported on her attendance at the Stanton Smiles Dentistry Ribbon Cutting Celebration, which was held on December 10, 2019.

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- Ms. Zenia Bobadilla, Community Services Director reported on the upcoming Santa's Siren Express event, which is scheduled to be held on December 15, 2019.
- Mayor Pro Tem Ramirez reported on the Christmas Tree Lighting event, which was held on December 5, 2019 and expressed his gratitude to Ms. Zenia Bobadilla, Community Services Director and city staff for another successful event.
- Council Member Van reported on her attendance at the 36th Annual Harvest Celebration to benefit the Boys & Girls Club of Stanton, which was held on December 8, 2019.
- Council Member Warren reported on the Pick Your Part Annual Holiday Dinner, which was held on December 5, 2019.
- Mayor Shawver reported on his attendance at the Harry's Cafe Annual Thanksgiving Dinner for those in need of a hot meal on Thanksgiving Day, which was held on November 28, 2019.
- Mayor Shawver reported on his attendance at the Illumination Foundation's Annual Holiday Dinner.
- Council Member Van reported on her attendance at the Homelessness Consortium, presented by the Illumination Foundation and the OC United Way, which was held on December 6, 2019.
- Council Member Warren questioned how interested persons or businesses could donate toys to the Santa's Siren Express event.
- Mayor Shawver expressed his gratitude to Mr. Hayden Carlson for his assistance as MC for the Christmas Tree Lighting event, which was held on December 5, 2019 and also expressed his gratitude to the Orange County Sheriff's Department and Orange County Fire Authority for their assistance as well.

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

Council Member Van requested to agendize discussion regarding opportunity zones and the marketing of proposed zones.

DRAFT

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

Mayor Shawver requested to agendaize discussion regarding the City's organizational structure, contracts, salaries, benefits, and insurance coverage.

15D. REORGANIZATION OF CITY COUNCIL

Annually, the City Council elects a Mayor Pro Tem.

The City Clerk opened nominations for Mayor Pro Tem.

Mayor Pro Tem Ramirez nominated Council Member Carol Warren for the office of Mayor Pro Tem.

The City Clerk closed nominations for Mayor Pro Tem.

Motion/Second: Ramirez/Taylor

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

Council Member Carol Warren was unanimously elected Mayor Pro Tem.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

17A. ORANGE COUNTY FIRE AUTHORITY

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

- Fire Division Chief Kelly Zimmerman provided the City Council with an update on their current operations.

Mayor Shawver reported on a meeting that he had with State Senator Ling Ling Chang regarding street degradation and safety issues along Beach Boulevard.

DRAFT

- 18. ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 7:19 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 14, 2020

SUBJECT: AWARD OF A CONSTRUCTION CONTRACT FOR FY19/20 CITY HALL CARPET AND LINOLEUM PROJECT TO BOB MARDIGIAN FLOOR COVERING

REPORT IN BRIEF:

The two bids for the FY 19/20 City Hall Carpet and Linoleum Project were opened on December 10, 2019. Based on the post-bid analysis, staff recommends the bid submitted by Bob Mardigian Floor Covering to be the lowest responsible and responsive bid. The construction cost is estimated at \$113,190.00 which includes a contingency.

RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Award a construction contract for FY 19/20 City Hall Carpet and Linoleum Project to the lowest responsible and responsive bidder, Bob Mardigian Floor Covering, for the amount of \$102,900.00; and
3. Authorize the City Manager to bind the City of Stanton and Bob Mardigian Floor Covering in a contract for the construction of the FY 19/20 City Hall Carpet and Linoleum Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

BACKGROUND:

The FY 19/20 City Hall Carpet and Linoleum Project will improve the flooring in City Hall. The floor has not been changed since City Hall was built. Normal wear and tear throughout the years have caused unsafe conditions and tripping hazards. Carpet will be replaced in City Hall and new linoleum will be placed in the recreational rooms, kitchen, and hallways.

ANALYSIS/JUSTIFICATION:

The project was advertised for bids on November 26, 2019. On December 10, 2019, two (2) proposals were received. The lowest bid was for \$102,900.00.

Notices announcing the solicitation of bids for this project were posted on the City of Stanton website and required a walkthrough of City Hall.

The two (2) following bids were received:

Rank	Company	Carpet	Linoleum	Total
1	Bob Mardigian Floor Covering	\$65,300.00	\$37,600.00	\$ 102,900.00
2	ProSpectra	\$93,741.00	\$49,344.50	\$ 143,085.50

Staff has reviewed the submitted bid documents and found Bob Mardigian Floor Covering in compliance with the contract documents. A check of the references submitted indicates that the bidder has successfully completed similar projects within Southern California with other local government agencies. Upon successful execution of the contract documents, the project is expected to begin construction in January. The contractor will complete the project during the weekends.

FISCAL IMPACT:

Funds will be provided from the \$75,000 Capital Project Fund Flooring for Community Hall, account number #305-5100-750131. The remaining \$60,000 will come from the Capital Project Fund, account number #305-1600-750131.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(2).

LEGAL REVIEW:

None.

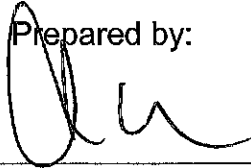
STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a quality infrastructure.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

Prepared by:



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

Approved by:



Jarad Hildenbrand
City Manager

Attachments:

- (1) FY 19/20 City Hall Carpet and Linoleum Contract
- (2) Copy of Bid

**CITY OF STANTON
CONTRACT**

City Hall Carpet & Linoleum Project

I.

This Contract is made and entered into on the 14th Day of January, 2020 by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and Bob Mardigian Floor Covering ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

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

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

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

II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$ 102,900.00.

III. BONDS

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

IV. INDEMNITY

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

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

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

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

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

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

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

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

V. INSURANCE

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

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

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

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

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

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

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

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

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

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

VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of one hundred and two thousand, nine hundred dollars (\$102,900.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within Thirty (30) working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is not completed within the time specified in this Contract. The City and Contractor hereby

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

VIII. MISCELLANEOUS

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

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

IX.

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

X.

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

XI.

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

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

CITY OF STANTON:

[CONTRACTOR]:

By: _____
CITY MANAGER

By: _____
(Corporate Officer)

Title: _____

ATTEST:

Print Name: _____

By: _____
CITY CLERK

By: _____
(Corporate Officer)

APPROVED AS TO FORM:

Title: _____

Print Name: _____

By: _____
CITY ATTORNEY

NOTARY REQUIRED

Bond No. _____ Bond Premium _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the City of Stanton (sometimes referred to hereinafter as "Obligee") has awarded Bob Mardigian Floor Covering (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

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

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated January 14th, 2020 (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

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

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stanton in the sum of _____ Dollars (\$_____) said sum being not less than one-hundred percent (100%) of the total amount payable by the said obligee under the terms of the said Public Work's Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his/her or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Oblige, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Oblige a reasonable attorneys fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

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

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

PRINCIPAL:

By: _____

SURETY:

By: _____
Attorney-in-Fact

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

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

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

COUNTY OF _____)

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

(SEAL)

Commission expires: _____

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

(CORPORATE SEAL)

Bond No. _____ Bond Premium _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the City of Stanton (referred to hereinafter as "Obligee") has Bob Mardigian Floor Covering (hereinafter designated as the "Contractor"), a contract dated January 14, 2020, for work described as follows:

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

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

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

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

The Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

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

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

PRINCIPAL:

By: _____

SURETY: _____

By: _____

Attorney-in-Fact

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

COUNTY OF _____)

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

(SEAL)

Commission expires: _____

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

(CORPORATE SEAL)

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

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

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

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

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date _____

Signature _____

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

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

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

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

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

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

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

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

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

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

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

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

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

Public Contract Code § 20103.5:

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

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

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

Date _____ Signature _____

INSURANCE REQUIREMENTS

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

WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

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

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

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

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

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

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE

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

By: _____
Its Authorized Representative

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

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

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

OFFICIAL TITLE OF PROJECT: _____

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

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

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

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

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

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

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

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

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

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

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

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

Executed _____, 20_____

Signature of Authorized Representative

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

Phone No.: () _____

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

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

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

OFFICIAL TITLE OF PROJECT: _____

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

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

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

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

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

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

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

TYPE OF COVERAGES TO WHICH
LIMITS OF
THIS ENDORSEMENT ATTACHES
LIABILITY

POLICY PERIOD
FROM/ TO

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

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

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

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

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

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

Executed _____, 20_____

Signature of Authorized Representative

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

Phone No.: () _____

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

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

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

OFFICIAL TITLE OF PROJECT: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

- ☐ Following Form
☐ Umbrella Liability
☐

10. Applicable underlying coverages:
INSURANCE COMPANY
AMOUNT

POLICY NO.

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

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

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

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

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

Executed _____, 20_____

Signature of Authorized Representative

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

Phone No.: () _____

PREVAILING WAGES

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

WAGE RATES AND LABOR CODE REQUIREMENTS

Apprentices

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

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

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

LEGAL RELATIONS AND RESPONSIBILITY

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

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

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

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

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

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

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

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

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

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates:

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

Apprentices

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

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

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

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

CITY HALL LINOLEUM PROJECT

BID REQUEST

The City of Stanton is requesting bids to furnish and install carpeting and linoleum planking at its City Hall located at 7800 Katella Avenue, Stanton. All quotes for the work are to be submitted via certified mail or delivered to the City of Stanton Public Works Department by 1:00 P.M. December 10, 2019.

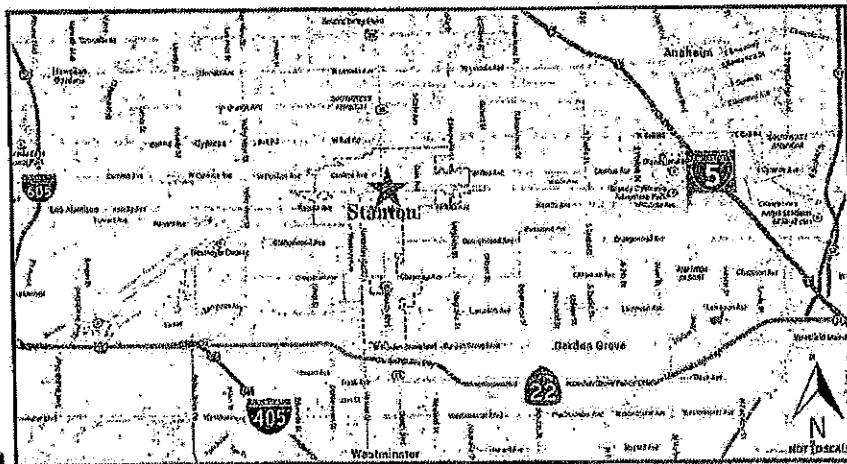
The Contractor shall design, furnish all necessary materials, labor, equipment and other incidental and appurtenant work necessary for the proper construction of this project, including but not limited to the removal and the disposal of existing surface improvements, movement of furniture and other items, and other items of work required to complete the scope of work in place. The work must occur and be completed during the holidays or extended holiday weekends.

The successful bidder selected to complete the work shall possess a valid contractor's license, and shall comply with any applicable City requirements concerning contractor qualifications. Submission of a bid by a bidder without a license subjects the bidder to civil penalties pursuant to Business & Professions Code section § 7028.15. The bidder must possess a Class-A or C-15 Contractor License in the State of California. The Contractor shall not begin work under the Agreement until it has given the City evidence of comprehensive public liability insurance and Workers' Compensation Insurance coverage together with additional Insured Endorsements. Pursuant to Section § 1770 et. seq. of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. The contractor selected to complete the work and subcontractors under him/her must pay not less than these rates to all workers employed to complete the required work.

DOCUMENTS TO SUBMIT WITH BID:

☐ BID SHEET

☐ MANDATORY PRE-BID SITE INSPECTION CERTIFICATION



By [Signature]
Harold Allan Rigg R.E., Director of Public Works/City Engineer

12/26/19
Date

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

BID SHEET

CITY HALL LINOLEUM PROJECT

BIDDERS NAME:

PRINT or TYPE

#	DESCRIPTION	ESTIMATED QUANTITY	UNIT QTY	ITEM COST (Numbers)
1	Provide and install flooring products. Vinyl Plank installed in Auditorium, Dance, Hallways, Vault, Stage, and Kitchen. KOLAY 2.5 mm rough Sawn KRS13-12 Rustic Olive vinyl plank.	9100	SF	\$35,765.00
2	4" Rubber cover base installed in areas above	1100	L/FT	\$1,775.00
3	2.5" Rubber cover base installed in the stage area	50	L/FT	\$60.00
4	Furniture Alteration/Relocation (includes all necessary materials, labor, equipment to complete the scope of the project)	1	LS	\$N/C

**Total Base Bid in
NUMBERS:**

\$37,600.00

**Total Base Bid in
WORDS:**

Thirty seven thousand six hundred Dollars
and 00 Cents

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

PREBID SITE INSPECTION CERTIFICATION

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

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract. Walkthroughs will occur on December 3rd from 12PM-1PM.

BIDDER:

Bob Mardigian
Floor Covering
Date: 12/10/19

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

Name BOB MARDIGIAN
Title OWNER

Date of Inspection 11/20/19

Name DAVID ORNECCAS
Title INSTALLER

Date of Inspection 11/20/19

CITY HALL CARPET PROJECT

BID REQUEST

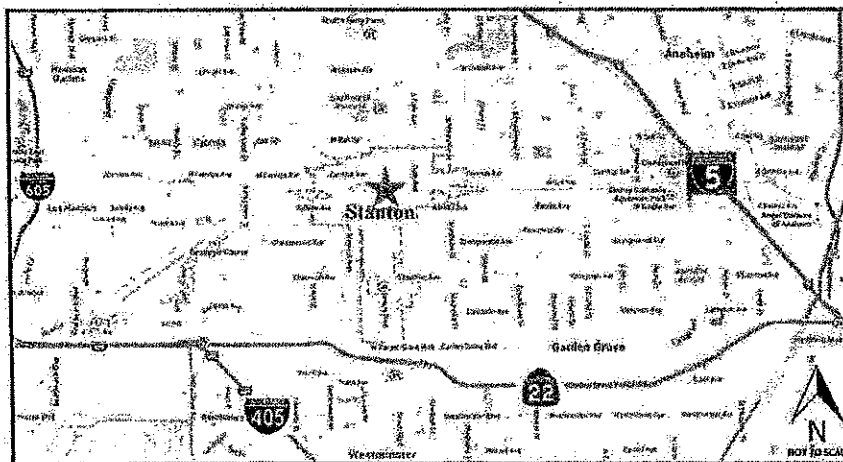
The City of Stanton is requesting bids to furnish and install carpeting at its City Hall located at 7800 Katella Avenue, Stanton. All quotes for the work are to be submitted via certified mail or delivered to the City of Stanton Public Works Department by 1:00 P.M. December 10, 2019.

The Contractor shall design, furnish all necessary materials, labor, equipment and other incidental and appurtenant work necessary for the proper construction of this project, including but not limited to the removal and the disposal of existing surface improvements, movement of furniture and other items, install new carpet tile, install new base, vacuum and other items of work required to complete the scope of work in place. The work must occur and be completed during the holidays or extended holiday weekends.

The successful bidder selected to complete the work shall possess a valid contractor's license, and shall comply with any applicable City requirements concerning contractor qualifications. Submission of a bid by a bidder without a license subjects the bidder to civil penalties pursuant to Business & Professions Code section § 7028.15. The bidder must possess a Class-A or C-15 Contractor License in the State of California. The Contractor shall not begin work under the Agreement until it has given the City evidence of comprehensive public liability insurance and Workers' Compensation Insurance coverage together with additional Insured Endorsements. Pursuant to Section § 1770 et seq. of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages applicable to the work to be done. The contractor selected to complete the work and subcontractors under him/her must pay not less than these rates to all workers employed to complete the required work.

DOCUMENTS TO SUBMIT WITH BID:

- ☐ BID SHEET ☐ MANDATORY PRE-BID SITE INSPECTION CERTIFICATION



By [Signature]
Harold Allan Rigg P.E., Director of Public Works/City Engineer

11/26/19
Date

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

PREBID SITE INSPECTION CERTIFICATION

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

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract. Walkthroughs will occur on December 3rd from 12PM-1PM.

BIDDER:

Bob Mardigian
Floor Covering
Date: 12/10/19

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

Name BOB MARDIGIAN
Title OWNER

Date of Inspection 11/20/19

Name DAVID ORNELLAS
Title INSTALLER

Date of Inspection 11/20/19

BID SHEET

CITY HALL CARPET PROJECT

BIDDERS NAME:

PRINT or TYPE

#	DESCRIPTION	ESTIMATED QUANTITY	UNIT QTY	ITEM COST (Numbers)
1	Provide and install flooring products. Carpet tile installed in City Hall -- All offices presently carpeted Council Chambers, and Parks and Recreation offices. Patcraft Orbital in color 00590 Atomic installed.	1500	SY	49915
2	4" Rubber cover base installed in areas above	2300	L/FT	3885
3	Furniture Alteration/Relocation (includes all necessary materials, labor, equipment to complete the scope of the project)	1	LS	11500

Total Base Bid in NUMBERS:	\$ 65,300.00
Total Base Bid in WORDS:	Sixty five thousand three hundred Dollars and 00 Cents

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

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

DATE: JANUARY 14, 2020

SUBJECT: DECLARATION OF SURPLUS PROPERTY

REPORT IN BRIEF:

From time to time equipment purchased by the City has outlived its useful life and needs to be sold or otherwise disposed of. In compliance with the purchasing policy, staff is required to petition the Council to declare the property surplus, obsolete, or unusable.

RECOMMENDED ACTION:

1. Declare that this action is not a project per the California Environmental Quality Act; and
2. City Council declares the equipment listed on Attachment 1 as surplus; and
3. Directs staff to sell or salvage equipment according to the Administrative Policy IV-4-12: Purchasing Policy and Procedures.

BACKGROUND:

The City has various items that are currently obsolete and unusable. These items are longer utilized by the City and are currently taking up storage space at the Stanton Corporate Yard.

ANALYSIS/JUSTIFICATION:

Due to the financial cost to repair these items, the attached list of equipment is now considered surplus. It is recommended that these items be declared as surplus and sent to an auction company to obtain a financial return for these unwanted items.

FISCAL IMPACT:

Minimal funds received from the sale or salvage of the vehicles would be deposited and then recorded as revenue in the Fleet Maintenance Internal Service Fund 605 and Sale of Assets account in the General Fund.

ENVIRONMENTAL IMPACT:

This action is not a project per the California Environmental Quality Act.

LEGAL REVIEW:

None.

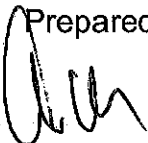
PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN IMPLEMENTATION:

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

Prepared by:



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

Approved by:



Jared Hildenbrand
City Manager

Attachments:

- (1) Surplus Property List
- (2) Purchasing Policy and Procedures IV-4-12

Attachment A

Surplus Property List

Quantity 1 : 2006 Ford Escape LP: 1234823

Quantity 1 : 2007 Ford Escape LP: 1312336

Quantity 1 : 2005 Honda ST 1300P Motorcycle LP: 008758

Quantity 1 : 2008 Chevy Silverado LP: 1264668

Quantity 1 : 1994 L8000 Ford Vactor Truck LP: 008758

Quantity 1 : Golf Cart

CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-12
	Date 6/14/11
SUBJECT: PURCHASING POLICY AND PROCEDURES	Authority City Council
	Administrator Administrative Services
<p><u>Purchasing Recycled Materials or "Green" Products:</u></p> <p>It is the policy of the City to conserve and protect natural resources. The maintenance of a quality environment for the citizens of the City is an ongoing endeavor. In light of these statements, it is the policy of the City to encourage the use of recycled goods and "green" materials whenever possible, where fitness and quality being equal and cost no more than equal, to that of non-recycled or "non-green" products.</p> <p><u>Disposal of City Property:</u></p> <p>A. Department Heads shall petition the City Manager and City Council to declare property surplus, obsolete or unusable.</p> <p>Any property thus classified with resale value shall be advertised for sale by the City Clerk.</p> <p>Property not deemed to have any resale value shall be disposed of by the Department Head in the manner deemed to be in the best interest of the public and approved by the City Manager.</p> <p>Department Head shall provide the City Administrative Services Director with a list of all such property disposed of so that they may be removed from the list of City assets. The City may refuse any or all bids on items offered for sale.</p> <p>The City may make a finding that a use or disposition of certain City property provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City, in which case the City Council may authorize purchase, receipt, holding, selling, leasing, conveying, and other disposition of real and personal property for the benefit of the City, whether the property is within or without the City's corporate boundaries, and under the terms of such a finding is not obligated to sell such property at bid but may improve, protect, and do any other thing in relation to this property that an individual could do.</p>	

CITY OF STANTON ADMINISTRATIVE POLICY	Number IV-4-12
	Date 6/14/11
SUBJECT: PURCHASING POLICY AND PROCEDURES	Authority City Council
	Administrator Administrative Services
<p><u>Record of Fixed Assets:</u></p> <p>Whenever payment is made for acquisition of a fixed asset and whenever acquisition costs of said asset is \$5,000 or more the City Administrative Services Director or their Designee shall forthwith enter a record of said acquisition upon the inventory records of the City and the Purchasing Officer/Designee shall cause a property sticker to be placed upon said asset.</p> <p><u>Inspection of Merchandise Received:</u></p> <p>A. It shall be the responsibility of the Department Head or his designees to immediately inspect all material, supplies, equipment, and personal property of any nature purchased pursuant to this ordinance immediately upon delivery from the vendor and prior to the acceptance of the delivery.</p> <p>B. The signature of the individual(s) conducting the inspection shall be required on all invoices to designate that they have inspected and received the merchandise listed on said invoice.</p> <p>Damaged property or items not specified on the purchase order shall not be accepted, and the non-conforming nature of the goods, together with the reason for rejection thereof, shall be noted in writing upon the delivery receipt.</p> <p><u>Personal Liability of Officers</u></p> <p>A. No officer or employee of the City shall make any expenditure or encumbrance in excess of the total appropriation remaining (excluding salaries and benefits) for any department.</p> <p>All purchases or all encumbrances on behalf of the City shall be made or incurred only upon any order or approval of the persons duly authorized to act on behalf of the City in such capacity.</p>	

Item: 9F

MEETING DATES 2020

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

****City Council staff reports are due on Tuesday, the week before the City Council Meeting****

*****City Council Study Session's, when scheduled will be held on the 3rd Tuesday of the month*****

CITY OF STANTON HOLIDAYS OBSERVED CALENDAR YEAR 2020

(4/10 Work Schedule: Mon – Thu)

New Year's Day	Wednesday, January 1, 2020
Martin Luther King Jr. Day	Monday, January 20, 2020
President's Day	Monday, February 17, 2020
Memorial Day	Monday, May 25, 2020
*Independence Day	Saturday, July 4, 2020
Labor Day	Monday, September 7, 2020
Veterans Day	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020
*Day after Thanksgiving	Friday, November 27, 2020
Christmas Eve Day	Thursday, December 24, 2020
*Christmas Day	Friday, December 25, 2020
New Year's Eve Day	Thursday, December 31, 2020

**Employees will be credited with holiday comp time for these holidays.*

Floating Holiday: In addition to the above holidays, each regular full time and part time employee shall be eligible for one (1) floating holiday of his or her choice to be scheduled with the approval of his or her Department Head.

Holiday Closure: *Per Resolution No. 2014-41 approved by the City Council on 11/25/14, each regular full-time and part-time employee shall be eligible for holiday pay for two (2) days between December 26th and December 30th that are the employee's normal working days.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: January 14, 2020

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING SUBDIVISION IMPROVEMENT AGREEMENT TRACT MAP NO. 19010**

REPORT IN BRIEF:

The final tract map for the development of two hundred and eight (208) single family condominium units, private streets, and private park area for the property located at The Village Center Drive (12631-12811 Beach Blvd.) was approved on August 27, 2019. The Subdivision Improvement Agreement has been submitted for final approval.

RECOMMENDED ACTION:

1. That the City Council declares this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
3. Authorizes the Mayor to execute the attached Subdivision Improvement Agreement for Tract No. 19010.

BACKGROUND:

On June 12, 2018 the Planning Commission of the City of Stanton adopted Precise Plan of Development (PPD-790), for development of 208 condominium units, with private and common open space amenities located at The Village Center site (12631-12811 Beach Blvd.).

ANALYSIS AND JUSTIFICATION:

Recording of final tract map and Subdivision Improvement Agreement is required per Section 66426 of the Subdivision Map Act. The Subdivision Improvement Agreement has been reviewed by all required departments and agencies. The Subdivision Improvement Agreement Tract No. 19010 complies with the Precise Plan of Development (PPD-790). Orange County Public Facilities and Resources Department (PF&RD), has also reviewed and approved the Subdivision Improvement Agreement Tract No. 19010.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), this project has been determined to be categorically exempt under Section 15332, Class 32 (In-Fill Development).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

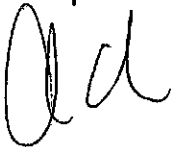
LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 - Provide a high quality of life.

Prepared by:



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

Approved by:



Jarad Hildenbrand
City Manager

Attachments:

A. Subdivision Improvement Agreement Tract No. 19010

CITY OF STANTON AND BROOKFIELD VILLAGE WAY LLC
SUBDIVISION IMPROVEMENT AGREEMENT
TRACT NO. 19010

THIS SUBDIVISION AGREEMENT is made and effective as of SEP. 23, 2019 by and between the **CITY OF STANTON**, a municipal corporation of the State of California, hereinafter referred to as "CITY", and **BROOKFIELD VILLAGE WAY LLC**, a Delaware limited liability company, hereinafter referred to as "DEVELOPER". In consideration of the approval by CITY of the final map of the SUBDIVISION described below and the mutual covenants and agreements contained herein, CITY and DEVELOPER agree as follows:

RECITALS

This Agreement is made with respect to the following facts which each party acknowledges as true and correct:

Final Map No.

Tract No. 19010, a residential Condominium Subdivision, hereinafter referred to as "SUBDIVISION".

Planning Commission

Resolution No. 2474 Recommending City Council Approval of Tentative Tract Map No. 18135 (TM 18-01), dated May 16, 2018.

City Council

Resolution No. 2018-27 Approving Tentative Tract Map No. 18135 (TM 18-01), dated June 12, 2018.

Site Documents and Improvement Plans:

The following site documents and improvement plans approved by the City Engineer and which are required to be prepared by a California Registered Civil Engineer, California Registered Geologist, or California Registered Landscape Architect, and other documents required to be prepared by a Certified Professional in Storm Water Quality (CPSWQ) registered through EnviroCert International Inc., are herein made a part of this Agreement relative to construction work required on the SUBDIVISION.

- County of Orange/Santa Ana Region Priority Project Water Quality Management Plan (WQMP): Village Center & Village Center North Residential-Stanton, CA.

Prepared for Brookfield Village Way LLC, 3200 Park Center Drive, Suite 100, Costa Mesa, CA 92626, 310-448-4664, Prepared by Proactive Engineering Consultants, Inc., Craig Hause, P.E. 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610; 949-716-7460; Dated April 25, 2019

- Storm Water Pollution Prevention Plan for Stanton Village Center; Prepared by Proactive Engineering Consultants, 20532 El Toro Road, Suite 202, Matthew Cabalce; 949-716-7460
- Preliminary Subsurface Geotechnical Evaluation for the Proposed "Village Center" & "Village Center North" Residential Community, City of Stanton, California; Prepared by LGC Geotechnical, Inc., 313 Calle Iglesia, Suite 200, San Clemente, CA 92672; dated November 9, 2017; Project No. 17077-01; Submitted by Dennis Boratynec, GE 2770; Brad Zellmer, GE 2618; Katie Maes, CEG 2216
- Rough Grading Plan Tract No. 18153 – Phase 1, prepared by Proactive Engineering Consultants, Mark S. Anderson, P.E. 26821; 20532 El Toro Road, Suite 202, Mission Viejo, CA 92692, signed 10/4/2018
- Precise Grading Plan Tract No. 19010, Portion of TTM 18153 – Phase 1, prepared by Proactive Engineering Consultants, Mark S. Anderson, P.E. 26821, 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610 dated 06/18/2019
- Storm Drain Plan Tract No. 19010, Portion of TTM No. 18153, prepared by Proactive Engineering Consultants, 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610, Mark S. Anderson P.E. 26821, dated 06/18/2019
- Off-Site Improvement Plan Tract No. 18153, prepared by Proactive Engineering Consultants, 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610, Mark S. Anderson P.E. 26821, dated 2/19/2019
- Water improvement plan Golden State Water Company A Subsidiary of American States Water Company, TTM 18153-Village Center Residential (DMV Service), Phase 2, 12631-12813 Beach Blvd, City of Stanton, California prepared by Proactive Engineering Consultants, 20532 El Toro Road, Suite 202, Mission Viejo, CA 92692, Mark S. Anderson P.E. 26821; signed approved by Robert Hanford dated 3/22/2019
- Water improvement plan Golden State Water Company A Subsidiary of American States Water Company, Tract 19010 - Portion of TTM, City of Stanton, Domestic Water Plan (Phase 3) prepared by Proactive Engineering Consultants, 27042

Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610, Mark S. Anderson P.E. 26821; signed approved by Robert Hanford dated (not available)

- Private Sewer & Water Plan, TTM No. 19010, Portion of TTM18153 - Phase 1, 12631-12813 Beach Blvd., Stanton, CA 92841, prepared by Proactive Engineering Consultants, 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610, Mark S. Anderson P.E. 26821, dated 05/22/2019
- Project Plans for Parkway Improvements, State Highway 39, in Orange County, in the City of Stanton, from 100 feet south of Stepping Stone Circle to 260 feet North of Acacia, prepared by Proactive Engineering, 27042 Towne Centre Drive, Suite 110, Foothill Ranch, CA 92610, Mark S. Anderson, P.E. 26821; dated (not available)
- Landscape and Irrigation Plan, Lantana (Village Center North), Production #1 – Construction Documents, 12631-12813 Beach Blvd, Stanton, CA 92841, dated 05/16/19.
- Fire Master Plan for Lantana, Tract No.18153 – Stanton, CA, previously approved SR273817, OCFA SR280009, dated 07/01/2019.

Final Record Drawings

DEVELOPER shall provide CITY, prior to the acceptance of improvements and release of bonds or other security by CITY, with one (1) set of mylar copies and one (1) set of electronic files in AutoCAD format, as specified by CITY'S City Engineer (hereinafter referred to as "the City Engineer"), of the final Record Drawings of all plans developed for the SUBDIVISION showing all changes and as built conditions.

Surety Company

Name: Aon Risk Solutions

Address: 20 Bay Street,

21st Floor

Toronto, Ontario, M5J 2N9

Contact Person: James Christie

Phone: 416-868-4158

Estimated Cost of Improvements (Public & Private):

Water Quality Management Plan (WQMP)-----\$240,000

Storm Water Pollution Prevention Plan (SWPPP)-----	\$54,000
Soils/Geotechnical Inspection and Testing -----	\$300,000
Rough Grading-----	\$210,000
Precise Grading-----	\$831,000
Storm Drain Improvements-----	\$233,000
Off-Site Improvements -----	\$90,000
Water Improvement (Phase 2) -----	\$43,000
Water Improvement (Phase 3) -----	\$109,000
Private Sewer & Water Improvements -----	\$180,200
Parkway Improvements (Beach Blvd) -----	\$86,000
Landscape Improvements-----	\$2,035,418
Survey Monuments -----	\$38,500
Dry Utilities -----	\$208,936
Total Estimated Cost of Improvements: -----	<u>\$4,659,054</u>

Faithful Performance (100%) Bond No.: _____ Amount: \$4,659,054
Labor & Materials (100%) Bond No.: _____ Amount: \$4,659,054
Warranty (50%) Bond No.: _____ Amount: \$2,329,527
Monumentation Bond No.: _____ Amount: \$ 38,500

A. DEVELOPER has presented to CITY the final subdivision map of Tract No. 19010 for the proposed SUBDIVISION for approval and recordation pursuant to provisions for the Subdivision Map Act (Government Code § 66410 et seq.) of the State of California and CITY ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and CITY ordinances and regulations relating to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."

B. A Tentative Map of the SUBDIVISION has been approved subject to the Subdivision Laws and to the requirements and conditions of the Resolution of Approval. The Resolution of Approval is on file in the office of CITY'S City Clerk (hereinafter referred to as "the City Clerk") and is incorporated into this Agreement by reference.

C. In consideration of approval of a final map for the SUBDIVISION by CITY, DEVELOPER desires to enter into this Agreement, whereby DEVELOPER promises to install and complete, at DEVELOPER'S own expense, all the public and private improvement

work required by CITY in connection with the proposed SUBDIVISION. DEVELOPER has secured this Agreement by improvement security required by the Subdivision Laws and approved by CITY'S City Attorney (hereinafter referred to as "the City Attorney").

D. Final site and improvement plans for the construction of the SUBDIVISION improvements approved and accepted by the City Engineer will be on file in the office of the City Engineer and are incorporated into this Agreement by this reference. All references in this Agreement to the improvement plans shall include reference to any specifications for the improvements as approved by the City Engineer.

E. Within thirty (30) days after completion of the required improvements and their acceptance by CITY, it is necessary that certain monuments and stakes as specified on the final map for the SUBDIVISION shall be installed.

AGREEMENT

NOW, THEREFORE, in consideration of the approval by CITY of the final map of the SUBDIVISION, DEVELOPER and CITY agree as follows:

1. DEVELOPER'S Obligations to Construct Improvements.

DEVELOPER shall:

a. Comply with all the requirements of the conditions of the tentative map.

b. Construct and install at DEVELOPER'S own expense all of the following public and private improvement work in conformance with the improvement plans identified in the above noted section titled "Site Documents and Improvement Plans" and CITY standards;

- (1) Implement Water Quality Management Plan (WQMP).
- (2) Implement and update Storm Water Pollution Prevention Plan (SWPPP).
- (3) Implement Soils/Geotechnical Report Recommendations.
- (4) Construct off-site and on-site grading improvements.
- (5) Construct off-site and on-site drainage system.
- (6) Construct off-site and on-site underground utilities (Electric, Gas, Phone, Cable, etc.). All on-site utilities and utility service to the SUBDIVISION shall be underground.
- (7) Construct off-site and on-site sewer system.
- (8) Construct off-site and on-site water system.

- (9) Construct site improvements.
- (10) Construct off-site and on-site low-water use landscape and irrigation improvements.
- (11) Construct on-site reasonable low level of intensity energy efficient lighting system.
- (12) Construct off-site street frontage improvements for the Subdivision. Any street repair is subject to the City of Stanton Street Moratorium Policy.
- (13) Install survey monuments.
- (14) Commence construction and installation of improvements within 180 days from the approval of the final map by CITY and complete the work within two (2) years from the date of final map approval.
- (15) Acquire and dedicate, or pay the cost of acquisition by CITY, of all rights-of-way, easements and other interests in real property for construction or installation of the public improvements, free and clear of all liens and encumbrances. DEVELOPER shall be obligated to provide executed documents for the acquisition by CITY of off-site rights-of-way, easements and other interests in real property. DEVELOPER shall also be responsible for obtaining any public or private easements, land dedications, abandonments, or authorizations to accommodate the SUBDIVISION.

2. Acquisition, Dedication, and Abandonment of Easements or Rights-of-Way.

If any of the public improvement and land development work contemplated by this Agreement is to be constructed or installed on land not owned by DEVELOPER, no such construction or installation shall be commenced before:

- a. The offer of dedication to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work, or
- b. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or
- c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. DEVELOPER shall comply in all respects with the order of possession. Nothing in this Section shall be construed as authorizing or granting an extension of time to DEVELOPER.

d. Abandonment of utility easements crossing the SUBDIVISION.

3. **Security.** DEVELOPER shall at all times guarantee DEVELOPER'S performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

a. to assure faithful performance of this Agreement in regard to said improvements in an amount of 100% of the estimated cost of the improvements; and

b. to secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 100% of the estimated cost of the improvements; and

c. to guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 50% of the estimated cost of the improvements; and

d. DEVELOPER shall also furnish to CITY good and sufficient security in the amount of 100% of the estimated cost of setting SUBDIVISION monuments as stated previously in this Agreement; and

e. The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced above are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. Security, including replacement security, may be in the form of bonds, assessment district proceeds, or other types of security all subject to the approval of the City Engineer.

4. **Inspection, Plan Check, Administration, and Certification.** DEVELOPER shall at all times maintain proper facilities and safe access for inspection of the public and private improvements by CITY and to the shops wherein any work is in preparation. Upon completion of the work, DEVELOPER may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer or the designated representative determines that the work has been completed in accordance with this Agreement, then the CITY Engineer shall certify the completion of the public and private improvements to CITY'S City Council (hereinafter referred to as "the City Council"). No

public improvements shall be finally accepted by CITY unless all aspects of all of the work have been inspected and determined to have been completed in accordance with the Improvement Plans and CITY standards. DEVELOPER shall bear all costs of plan check, inspection, administration, and certification. DEVELOPER shall post an initial cash deposit in the amount of \$10,000 with CITY to establish the Inspection and City Services Fee Cash Deposit Account to cover CITY'S costs of inspection, administration (including attorneys' fees) and certification, which deposit shall be drawn against for actual cost incurred by CITY. When CITY costs amount to 80% of the deposit amount CITY will notify DEVELOPER that an additional cash deposit in the amount to be determined by CITY is needed. DEVELOPER agrees to provide additional cash deposits within 10 days of notice. Failure to provide the cash deposits shall result in suspension of construction work. The City will provide accounting of the Inspection and City Services Fee Cash Deposit Account charges as reasonably requested. Upon completion and acceptance of the SUBDIVISION improvements and release of bonds any funds remaining in the Inspection and City Services Fee Cash Deposit Account will be refunded to DEVELOPER.

5. Release of Securities. Subject to approval by the City Council, the securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of the following subsection.

b. The City Engineer may release up to 75% of the security given for faithful performance of improvement work, in portions, as the improvement progresses upon application therefore by the DEVELOPER; provided; however, that no such release shall be for an amount less than 25% of the total improvement security given for faithful performance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security, which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.

c. Security given to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six (6) months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to the City Council, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The

balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. The warranty period shall not commence until certification of completion of all the work and improvements to the City Council and until all of the public improvements have been accepted by the City Council.

e. CITY may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

6. Injury to Public and Private Improvements, Public and Private Property or Public and Private Utilities Facilities. DEVELOPER shall, at DEVELOPER'S expense, replace or have replaced, or repair or have repaired, as the case may be, all public and private improvements, public and private property, public and private utilities facilities, surveying, or SUBDIVISION monuments which are destroyed or damaged as a result of any work under this Agreement. DEVELOPER shall bear the entire cost of replacement or repairs of any and all public and private property or public and private utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

7. Permits. DEVELOPER shall, at DEVELOPER'S expense, obtain all necessary permits and licenses for the construction and installation of the improvements, give all necessary notices and pay all fees and taxes required by law.

8. Payment of Fees. DEVELOPER shall pay all CITY fees stipulated in the latest fee resolution as adopted by the City Council as required for the development of the SUBDIVISION including but not limited to the following:

a. Building Permit Fee - to be paid at the time of Building Permit application. All required School Impact Fees shall be paid to school district prior to issuance of building permits.

b. School Impact Fee - to be paid prior to issuance of building permits.

c. Park In-lieu Fee - to be paid prior to issuance of building permits.

d. Sewer connection Fee - to be paid prior to the issuance of building permits.

e. Water Connection Fee – to be paid to GOLDEN STATE WATER COMPANY prior to the issuance of building permits.

f. Final Map Plan Check Fee – to be paid at time of Final Map submittal.

g. Site and Improvement Plan Check and Review Fee – to be paid at time of plan submittal.

h. Encroachment Permit Fee – to be paid at time of Encroachment Permit application prior to any construction work.

i. Inspection and City Services Fee – cash deposit to be posted with City prior to any construction work to establish an Inspection and City Services Fee Cash Deposit Account.

j. Grading Permit Fee – to be paid prior to any construction work.

9. Default of DEVELOPER.

a. Default of DEVELOPER shall include, but not be limited to, DEVELOPER'S failure to timely commence construction of the improvements; DEVELOPER'S failure to timely complete construction of the improvements; DEVELOPER'S failure to timely cure any defect in the improvements;

DEVELOPER'S failure to perform substantial construction work for a period of twenty (20) days after commencement of the work; DEVELOPER'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which DEVELOPER fails to discharge within thirty (30) days; the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or DEVELOPER'S failure to perform any other obligation under this Agreement.

b. CITY reserves to itself all remedies available to it at law or in equity for breach of DEVELOPER'S obligations under this Agreement. CITY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate CITY damages in event of default by DEVELOPER. The right of CITY to draw upon or utilize the security is additional to and not in lieu of any other remedy available to CITY. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the improvements and, therefore, CITY'S damages for DEVELOPER'S default shall be measured by the cost of completing the required improvements. The sums provided by the improvement security may be used by CITY for the completion of the work and improvements in accordance with the improvement plans and specifications contained herein.

c. In the event of DEVELOPER'S default under this Agreement, DEVELOPER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER'S Surety, and agrees to pay the entire cost of such performance by CITY.

d. CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER, and DEVELOPER'S Surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby; and, in such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary for performance of the work.

e. Failure of DEVELOPER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of a notice of violation against all the lots in the SUBDIVISION or to rescind the approval or otherwise revert the SUBDIVISION to acreage. The remedy provided by this Subsection is in addition to and not in lieu of other remedies available to CITY. DEVELOPER agrees that the choice of remedy or remedies for DEVELOPER'S breach shall be within the sole discretion of CITY.

f. In the event that DEVELOPER fails to perform any obligation hereunder, DEVELOPER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

g. The failure of CITY to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach of DEVELOPER.

h. DEVELOPER recognizes that by approval of the final map for SUBDIVISION, CITY has conferred substantial rights upon DEVELOPER, including the right to sell, lease, or finance lots within the SUBDIVISION, and has taken the final act necessary to subdivide the property within the SUBDIVISION. As a result, CITY will be damaged to the extent of the cost of installation of the improvements by DEVELOPER'S failure to perform its obligations under this Agreement, including, but not limited to, DEVELOPER'S obligation to complete construction of the improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and the Subdivision Laws in the event of a default by DEVELOPER. It is specifically recognized that the determination of whether a reversion to acreage or rescission of the SUBDIVISION

constitutes an adequate remedy for default by the DEVELOPER shall be within the sole discretion of CITY.

10. Warranty. DEVELOPER shall guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year after certification of completion of all work and improvements and final acceptance by the City Council of the public improvements against any defective work or labor done or defective materials furnished. If within the warranty period any work or improvement or part of any work or improvement done, furnished, installed, constructed or caused to be done, furnished, installed or constructed by DEVELOPER fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications referred to herein, DEVELOPER shall without delay and without any cost to CITY, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should DEVELOPER fail to act promptly or in accordance with this requirement, DEVELOPER hereby authorizes CITY, at CITY'S option, to perform the work twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER'S Surety, and agrees to pay the cost of such work by CITY. Should CITY determine that an urgency requires repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work and DEVELOPER shall pay to CITY the cost of such repairs.

11. DEVELOPER Not Agent of CITY. Neither DEVELOPER nor any of DEVELOPER'S agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER'S obligations under this Agreement.

12. Injury to Work. Until such time as the certification of all work and improvements and final acceptance of the public improvements by the City Council, DEVELOPER shall be responsible for and bear the risk of loss to any of the improvements constructed or installed. Until such time as all improvements required by this Agreement are fully completed and accepted by CITY, DEVELOPER will be responsible for the care, maintenance of, and any damage to such improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or improvements specified in this Agreement prior to the completion and acceptance of the work or improvements. All such risks shall be the responsibility of and are hereby assumed by DEVELOPER.

13. **Other Agreements.** Nothing contained in this Agreement shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other developers for the apportionment of costs of water and sewer mains, or other improvements, pursuant to the provisions of CITY ordinances providing therefor, nor shall anything in this Agreement commit CITY to any such apportionment.

14. **DEVELOPER'S Obligation to Warn Public During Construction.** Until final acceptance of the improvements, DEVELOPER shall give good and adequate warning to the public of each dangerous condition existent in the improvements, and will take all reasonable actions to protect the public from such dangerous conditions.

15. **Vesting of Ownership.** Upon acceptance of the work on behalf of CITY and recordation of the Notice of Completion, ownership of the public improvements constructed pursuant to this Agreement shall vest in CITY.

16. **Indemnity/Hold Harmless.**

a. CITY, the City Council, and any officer, agent, or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of DEVELOPER, its agents or employees in the performance of this Agreement. DEVELOPER further agrees to defend, hold harmless and indemnify CITY, its officials and employees from any and all claims, demands, causes of action, liability or loss of any sort, including, but not limited to, attorneys' fees and litigation expenses, because of, or arising out of, acts or omissions of DEVELOPER, its agents or employees in the performance of this Agreement, including all claims, demands, causes of action, liability, or loss because of, or arising out of, in whole or in part, the design and construction of the improvements. This indemnification and agreement to hold harmless shall extend to personal injury, death, property damage or taking of property resulting from the design or construction of the SUBDIVISION, and the public and private improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design or construction of public and private drainage systems, streets and other public and private improvements.

b. Acceptance by CITY of the public improvements shall not constitute an assumption by CITY of any responsibility for any damage or taking covered by this paragraph. CITY shall not be responsible for the design or construction of the SUBDIVISION

or the improvements pursuant to the approved Improvement Plans or map, regardless of any negligent action or inaction taken by CITY in approving the plans or map, unless the particular improvement design was specifically required by CITY over written objection by DEVELOPER submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and which included a suggested safe and feasible alternative design. Except as may be provided above, CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. Nothing contained in this paragraph is intended to or shall be deemed to limit or waive any protections or immunities afforded by law to CITY, its officials, agents and employees, by virtue of CITY'S approval of the plan or design of the improvements, including without limitation the protections and immunities afforded by Government Code Section 830.6. After certification of completion of all of the improvements and acceptance of the public improvements, DEVELOPER shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, DEVELOPER shall not be responsible for routine maintenance. Provisions of this paragraph shall remain in full force and effect for ten (10) years following the certification of all work and improvements and acceptance by CITY of the public improvements. It is the intent of this paragraph that DEVELOPER shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that CITY shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or correcting any plans or specifications or in approving, reviewing or inspecting any work or construction. The improvement security shall not be required to cover the provisions of this paragraph.

17. DEVELOPER'S Insurance. DEVELOPER shall not commence work under this agreement until DEVELOPER shall have obtained all insurance required under this paragraph, nor shall DEVELOPER allow any contractor or subcontractor to commence work on his contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

a. Worker's Compensation Insurance.

DEVELOPER shall maintain, during the life of this agreement, Worker's Compensation Insurance for all DEVELOPER'S employees employed at the site of improvement, and in case any work is sublet, DEVELOPER shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by DEVELOPER. In case any class of employees engaged in work under this agreement at the site of the project is not protected under any Worker's Compensation law, DEVELOPER shall provide, and shall cause each contractor and subcontractor to provide, adequate insurance for the protection of employees not otherwise protected. DEVELOPER hereby indemnifies CITY for any damage resulting to it from failure of DEVELOPER to take out or maintain such insurance.

b. Public Liability and Property Damage Insurance.

DEVELOPER shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall insure CITY, its elective and appointive boards, commissions, officers, agents, and employees, from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from DEVELOPER'S operations hereunder. The amounts of such insurance shall be as follows:

(1). Public Liability Insurance.

In an amount not less than **\$1,000,000.00** for injuries, including, but not limited to, death, to any one person and, subject to the same limit for each person, in an amount not less than **\$2,000,000.00** aggregate coverage:

(2). Property Damage Insurance.

In an amount not less than **\$1,000,000.00** for damage to property of each person on account of any one occurrence.

c. Cross-liability Endorsement.

In the event that any of the aforesaid insurance policies provided for in this section "DEVELOPER'S Insurance" insures any entity, person, board or commission other than those mentioned in the above noted section, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy CITY, its elective and appointive boards, commissions, officers, agents and employees.

d. Evidence of Insurance.

DEVELOPER shall furnish CITY concurrently with the execution hereof, with satisfactory evidence of the insurance required, and evidence that each carrier is required to give CITY

at least fifteen day's prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement.

18. Time of the Essence. Time is of the essence of this Agreement.

19. Time for Commencement of Work/Time Extensions. DEVELOPER shall commence substantial construction of the improvements and shall complete the improvements as required by this Agreement. In the event good cause exists as determined by CITY'S City Manager (hereinafter referred to as "the City Manager"), the time for commencement of construction or completion of the improvements hereunder may be extended. The request for extension shall be made in writing to the City Manager. The approval of the extension shall be executed by the City Manager. Any such extension may be granted without notice to DEVELOPER'S Surety and shall not affect the validity of this Agreement or release the Surety or Sureties on any security given for this Agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle DEVELOPER to an extension. Delay, other than delay in the commencement of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by DEVELOPER, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Manager may require DEVELOPER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

20. No Waiver by City. Inspection of the Work and/or materials, or approval of Work and/or materials or statement by any officer, agent or employee of the CITY indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefore, or any combination of all of these acts, shall not relieve the DEVELOPER of ITS obligation to fulfill this Agreement as prescribed; nor shall the CITY be thereby estopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

21. No Vesting of Rights. Performance by DEVELOPER of this Agreement shall not be construed to vest DEVELOPER'S rights with respect to any change in any zoning or building law or ordinance.

22. Maintenance of Private Facilities. DEVELOPER shall create a Homeowners Association which shall be responsible for maintaining all on-site and off-site site private common area facilities associated with the SUBDIVISION which are required in order that the SUBDIVISION drainage facilities, grading, water facilities, sewer facilities, retaining walls, fencing, landscaping, irrigation, lighting, sidewalks, streets, recreation facilities, and other necessary facilities will function properly. Lantana Drive, Sunrise Lane and Lucent Drive within the Subdivision boundary are private roads and as such are to be maintained by the Homeowners Association. DEVELOPER shall provide a copy of the final SUBDIVISION Covenants, Codes, and Restrictions ("CC&R's") to CITY for review and approval prior to recording of the final map or recording of the CC&R's.

23. Maintenance of Sewer System. CITY will maintain the off-site mainline sewer system including mainline pipe, mainline manholes, and mainline cleanouts. No additional costs to the SUBDIVISION or Homeowner's Association for maintenance of the off-site mainline sewer system other than the normal utility user service fees, charges, and property taxes will be made. It is the responsibility of the private homeowner's association to maintain and pay for all costs for all sewer laterals connecting from the on-site mainline sewer to City off-site mainline, on-site sewer system including sewer mainlines, sewer manholes, sewer cleanouts, and sewer laterals.

24. Ownership and Maintenance of Water System. The on-site and off-site water system including water valves, fire hydrants, and water meters shall be privately owned and maintained by the GOLDEN STATE WATER COMPANY. Maintenance of these systems will be paid for by GOLDEN STATE WATER COMPANY and will be budgeted as part of GOLDEN STATE WATER COMPANY normal utility budget operations. No additional costs to the SUBDIVISION or Homeowner's Association for maintenance of these systems other than the normal utility user service fees and other required charges. Water services located beyond the meter shall be the responsibility of the Homeowner's Association. Fire protection systems, starting with and including, backflow devices and pipelines leading into the buildings shall be the responsibility of the Homeowner's Association.

25. Park Improvements. In-lieu of DEVELOPER providing and constructing a park area Developer shall pay the City's Park In-Lieu fee.

26. Improvements to Village Center Drive. DEVELOPER shall pay all costs for the improvements required to Village Center Drive frontage on the SUBDIVISION including, connecting to the existing frontage street improvements on each side of the SUBDIVISION,

curb, gutter, sidewalk, landscaping, and irrigation. Maintenance of landscaping and irrigation on Village Center Drive frontage on the SUBDIVISION shall be maintained by the private homeowner's association.

27. **Notices.** All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepared, and addressed as provided in this section. Notice shall be effective on the date it is delivered in person or, if mailed, on the date of deposit in the United States Mail. Notices shall be addressed as follows, unless a written change of address is filed with CITY.

CITY: City Engineer
 City of Stanton
 7800 Katella Avenue
 Stanton, California 90680

DEVELOPER: Cheryl Casanova
 Brookfield Village Way LLC
 3200 Park Center Drive, Suite 1000
 Costa Mesa, CA 92626

28. **Litigation or Arbitration.** In the event that suit or arbitration is brought to enforce the terms of this contract, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

29. **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into the terms of this Agreement.

30. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties. In the case of CITY, the appropriate party shall be the City Manager.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the effective date first written above.


DEVELOPER:

**BROOKFIELD VILLAGE WAY LLC, a
Delaware limited liability company**

By: 

Name: RICHARD T. WHITNEY

Title: Chief Financial Officer

By: 

Name: JOHN C. O'BRIEN

Title: VICE PRESIDENT

(Proper Notarization of DEVELOPER'S
signature is required and shall be attached)

CITY:

CITY OF STANTON

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

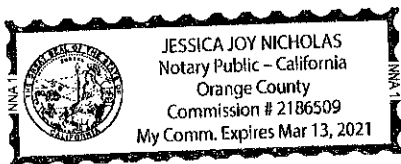
On September 23, 2019 before me, Jessica Joy Nicholas, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Richard T. Whitney & John O'Brien
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jessica Joy Nicholas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



AIA Document A312™ – 2010

Payment Bond

Bond No. 30084584

CONTRACTOR:

(Name, legal status and address)
BROOKFIELD VILLAGE WAY LLC
3200 Park Center Drive
Costa Mesa, CA 92626

SURETY:

(Name, legal status and principal place of business)

CONTINENTAL CASUALTY COMPANY
151 N. Franklin Street
Chicago, IL 60606

OWNER:

(Name, legal status and address)

CITY OF STANTON
7800 Katella Avenue
Stanton, CA 90680

CONSTRUCTION CONTRACT

Date: 9/23/19

Amount: Four Million Six Hundred Fifty-Nine Thousand Fifty-Four ----- 00/100
Dollars
(\$4,659,054.00)

Description:

(Name and location)

Lantana @ Beach – Tract No. 19010, Phases 1-5 & 9 (Gardens) & Phases 1-4 (Towns) Lots 1-11, 15 & 16

BOND

Date: 10/11/19

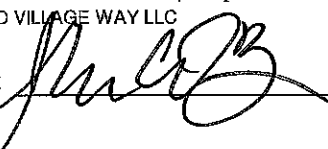
(Not earlier than Construction Contract Date)

Amount: Four Million Six Hundred Fifty-Nine Thousand Fifty-Four ----- 00/100 Dollars
(\$4,659,054.00)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
BROOKFIELD VILLAGE WAY LLC

Signature: 

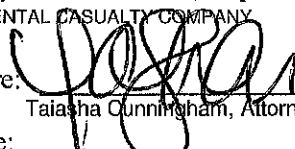
Name

and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)
CONTINENTAL CASUALTY COMPANY

Signature: 

Name

and Title:

Talasha Cunningham, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Aon Reed Stenhouse Inc.
20 Bay Street
Toronto, ON M5J2N9

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

PROACTIVE Engineering Consultants
20532 El Toro Road, Suite 202
Mission Viejo, CA 92692

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Cheryl Holmes, Anne Marie Sheehan, Kathy Ness, Margaret Weglicka, Steve Hogan, Latasha Rouse, Roxanne Villa, Taiasha Cunningham, Sarika Patrao, Beverley Navea, Individually

of Toronto, ON, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

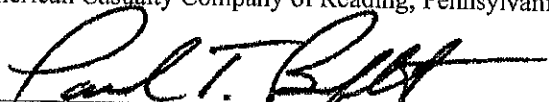
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of March, 2018.

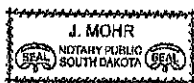


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

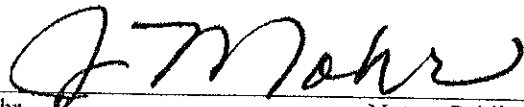

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of March, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.

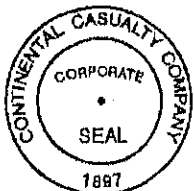


My Commission Expires June 23, 2021

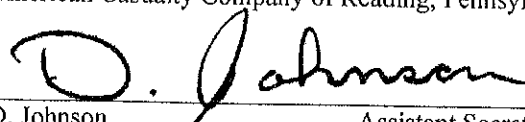

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 11th day of October, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bond No: 1001120624 / TCS0171913

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we, **Brookfield Village Way LLC**, as Principal, and **U.S. Specialty Insurance Company** a corporation licensed to do business in the State of California, as Surety, are held and firmly bound unto **City of Stanton**, as Oblige, in the full and just sum of **Two Million Three Hundred Twenty-Nine Thousand Five Hundred Twenty-Seven ----- 00/100 (\$2,329,527.00)**, lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has entered into a **subdivision improvement agreement** ("agreement") with the Oblige that includes certain designated improvements in the City of Stanton, identified as shown on the following plans:

- ***Lantana @ Beach – Tract No. 19010, Phases 1-5 & 9 (Gardens) & Phases 1-4 (Towns) Lots 1-11, 15 & 16***

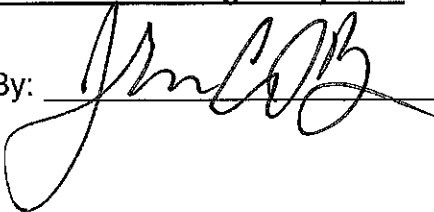
AND WHEREAS, Said Agreement provided that the Principal guarantee against defective materials and workmanship in connection with said Improvements for a period of one year following acceptance of said Improvements.

NOW, THEREFORE, if the Principal shall indemnify the Oblige for all loss that Oblige may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of said improvements by Oblige, then this obligation shall be void; otherwise it shall be in full force and effect.

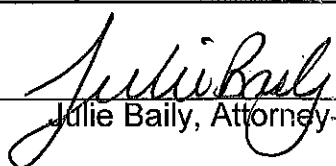
All suits at law or proceedings in equity to recover on this bond must be instituted within one year after the expiration of the maintenance period provided for herein.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, this 11th day of October, 2019.

Brookfield Village Way LLC

By: 

U.S. Specialty Insurance Company

By: 
Julie Baily, Attorney-In-Fact

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

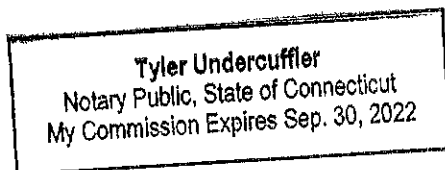
STATE OF Connecticut
COUNTY OF Hartford

On October 11th, 2019 before me, Tyler Undercuffler a notary public, personally appeared Julie Bailly who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that be his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Tyler Undercuffler
(Signature of Notary Public)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

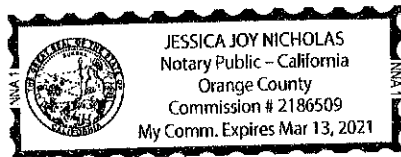
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On October 18, 2019 before me, Jessica Joy Nicholas, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared John O'Brien
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Jessica Joy Nicholas
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Warranty Bond Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Julie Bailly, Matthew J. Beemear, Jason Hilby, Brian J. Steele or Tyler Undercuffer of Farmington, Connecticut

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *******Seventy Five Million***** Dollars** (*****75,000,000.00*****). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice President, any Assistant Vice President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By: 

Daniel P. Aguilar, Vice President

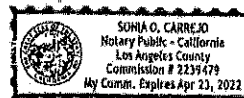
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect, furthermore, the resolutions of the Boards of Directors set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of October, 2019.

Corporate Seals

Bond No. 1001120624

Agency No. 9016




Kio Lo, Assistant Secretary

Bond No. 1001120625 / TCS0171914
\$ 154.00 premium is for
a term of 1 year(s).

**MONUMENTATION BOND
FOR SUBDIVISIONS**

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, Brookfield Village Way LLC, 3200 Park Center Drive, Suite 1000, Costa Mesa, CA 92626, hereinafter called SUBDIVIDER, is the developer of that certain subdivision known as Lantana @ Beach – Tract No. 19010, Phases 1 (Gardens) & Phases 1-4 (Towns) Lots 1-11, 15 & 16; and WHEREAS, all monuments have not yet been set in the positions noted in the proposed Final Subdivision Map for said subdivision.

NOW, THEREFORE, we the subdivider as Principal, and U.S. Specialty Insurance Company, 801 S Figueroa Street, Suite 700, Los Angeles, CA 90017 as Surety, are held and firmly bound unto the City of Stanton in the sum of Thirty-Eight Thousand Five Hundred ----- 00/100 (\$38,500.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, or any or all or either of them, shall fail to pay any engineer or surveyor for the setting monuments in the positions noted in the proposed Final Subdivision Map for said subdivision in accordance with the provisions of Government Code Sec. 66495 et. seq., then said Surety will pay the same in an amount not exceeding the amount hereinabove set forth.

IT IS HEREBY EXPRESSLY STIPULATED AND AGREED that this Bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims against it, pursuant to Government Code Sec. 66497.

Should the condition of this Bond be fully performed, then its obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or Contract, or to the work to be performed thereunder, shall in any way affect its obligations on the Bond, and it does hereby waive notice of any such change, extension or time, alteration or addition to the terms of the Agreement or Contract.

IN WITNESS THEREOF this Instrument has been duly executed by the Principal and Surety above named on October 11th, 2019.

Principal

Surety

Brookfield Village Way LLC

3200 Park Center Drive, Suite 1000, Costa Mesa, CA 92626

By: 

U.S. Specialty Insurance Company

801 S Figueroa Street, Suite 700, Los Angeles, CA 90017

By: 

Julie Bailly, Attorney-In-Fact

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

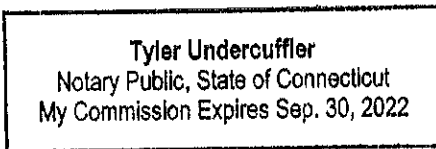
STATE OF Connecticut
COUNTY OF Hartford

On October 11th, 2019 before me, Tyler Undercuffler a notary public, personally appeared Julie Baily who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that be his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Tyler Undercuffler
(Signature of Notary Public)



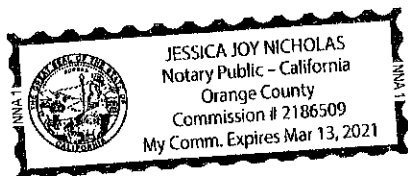
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Orange)
 On October 18, 2019 before me, Jessica Joy Nicholas, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared John O'Brien
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessica Joy Nicholas
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Monument bond Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Julie Bally, Matthew J. Beemear, Jason Hilby, Brian J. Steele or Tyler Undercuffer of Farmington, Connecticut

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Seventy Five Million***** Dollars

(***75,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.


IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California

County of Los Angeles



By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies; which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 11th day of October, 2019.

Corporate Seals
Bond No. 1001120625
Agency No. 9016




Kio Lo, Assistant Secretary

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: January 14, 2020

SUBJECT: NOVEMBER 2019 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of November 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 November 2019.

BACKGROUND:

The attached reports summarize the City investments and deposit balances as of November 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 November 2019 was 2.10%. 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 2.16%, which is above the benchmark LAIF return of 2.10%.

The weighted average maturity of the City's investments on November 2019 is 879 days. Including LAIF and a money market account, it is 405 days. LAIF's average

maturity on November 30, 2019 was approximately 218 days.

With a weighted average maturity of 2.4 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 \$48.9 million portfolio with \$22.5 million in investments with safekeeping with Bank of the West.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:



Michelle Bannigan, CPA
Finance Director



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
November 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	2.10%	\$ 7,272,770	14.86%	\$ 7,281,438	LAIF
State Pool (LAIF) - HA Portion	State of California	On Demand	2.10%	17,909,647	36.61%	17,939,925	LAIF
Investments ²	Various	Various	Various	22,508,874	46.01%	22,675,487	Bank of the West
California Asset Management Plan	PFM Asset Management	On Demand	1.88%	1,235,209	2.52%	1,235,209	PFM
Subtotal - Investments				48,926,500	100.00%	49,132,059	
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	173,371		173,371	Bank of the West
Subtotal - Deposits				173,371		173,371	

Total Cash Investments and Deposits³

Weighted Average Maturity (days)	405	Weighted Average Yield	2.16%
----------------------------------	-----	------------------------	-------

\$ 49,099,871

\$ 49,305,430

¹ Par Value amount represents entire LAIF and CAMP balances, including City, Successor Agency and Housing Authority portions.

² Cost amount includes \$11,398 adjustment made to City's books at 6/30/19 to adjust portfolio to market value, per GASB 31.

³ Weighted average maturity and yield calculations include LAIF, CAMP and Investments.

Notes:

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

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

**CITY OF STANTON
INVESTMENTS
NOVEMBER 30, 2019**

Attachment B

Investment Type/ Broker	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	Percent of Portfolio	Maximum Percent
U.S. Government Agency Securities:												
Chandler Asset Management	3130A0UR2	1.65%	2.35%	103.07	11/23/15	12/13/19	NC	\$ 200,000	\$ 205,668	\$ 200,042		
Multi-Bank Securities, Inc.	3133EGJ22	2.02%	2.00%	99.93	8/9/2019	11/16/2023	12/14/2019	\$ 500,000	499,825	499,930		
Sirel, Nicolaus & Company, Inc.	3133EKT73	2.24%	2.23%	99.95	7/19/2019	7/8/2024	NC	1,000,000	999,500	1,001,090		
Camella & Co., Inc	31422BJE1	2.25%	2.25%	100.00	7/24/2020	7/24/2020		500,000	500,000	494,910		
FAMCA	31422BJE1	2.00%	2.25%	100.24	8/21/2019	7/24/2024		500,000	501,180	494,910		
Camella & Co., Inc	3134GT251	2.01%	2.00%	99.95	8/23/2019	8/19/2024	NC	500,000	498,750	498,880		
Multi-Bank Securities, Inc.	3138LF4Y1	2.03%	1.62%	98.40	8/18/2017	11/1/2021	NC	470,188	462,665	468,702		
Sirel, Nicolaus & Company, Inc.											7.50%	100%
Municipal Bonds												
CA ST Housing Finance Agency RDA	13034PZF7	2.04%	2.30%	100.75	7/24/2017	8/1/2020	NC	\$ 250,000	\$ 251,875	\$ 250,795		
Coachella Valley CA Unif School District	189849KY7	2.25%	2.85%	101.65	11/17/2017	8/1/2020	NC	440,000	447,280	443,027		
Banning CA RDA SA TAB	066616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	248,150	248,792		
Banning CA RDA SA TAB	066616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	248,150	248,792		
Pomona CA PFA Lease Bond	73208MCX4	2.25%	2.42%	100.60	6/23/2017	4/1/2021	NC	500,000	503,000	501,815		
CA ST Housing Finance Agency RDA	13034PZH3	2.32%	2.51%	100.75	7/24/2017	8/1/2021	NC	350,000	352,625	353,454		
CA ST Housing Finance Agency RDA	13034PZH3	2.22%	2.51%	101.09	8/18/2017	8/1/2021	NC	225,000	227,777	227,517		
Guadalupe Community Redevelopment	400559AD2	2.55%	2.25%	99.00	1/8/2018	8/1/2021	NC	225,000	222,750	225,711		
Oceanside CA Pension Obligation Bond Taxable	675371AX6	2.03%	3.25%	104.65	8/15/2017	8/15/2021	NC	280,000	293,013	285,830		
LA County CA RDA TAB Taxable Series B	54465AHP0	2.08%	2.50%	101.67	6/26/2017	9/1/2021	NC	400,000	408,684	403,888		
Yorba Linda RDA SA TAB Taxable Series B	986176AQ8	2.00%	2.00%	100.00	8/15/2017	9/1/2021	NC	360,000	359,690	359,690		
Riverside CA Pension Obligation Bond	769036BB9	2.25%	2.50%	101.16	6/20/2017	6/1/2022	NC	500,000	505,800	504,945		
Riverside CA Pension Obligation Bond	769036BB9	2.40%	2.50%	100.45	7/24/2017	6/1/2022	NC	240,000	241,080	242,374		
Anvin Community Redevelopment	043288AK5	2.35%	2.50%	100.51	8/8/2019	9/1/2023	NC	275,000	276,400	278,201		
Stockton CA Redevelopment Agency SA	861403AJ7	2.05%	2.50%	99.59	5/1/2019	9/1/2023	NC	250,000	248,975	250,835		
Riverside CA Pension Obligation Bond	769036BD5	2.03%	2.75%	103.25	8/28/2019	8/1/2024	NC	250,000	258,120	255,583		
Fort Bragg Calif Unif Sch Dist	347028JZ6	2.35%	2.35%	100.56	9/18/2019	8/1/2024	NC	205,000	206,150	205,538		
Total U.S. Government Agency Securities \$ 3,670,188 \$ 3,668,418 \$ 3,657,464 7.50% 100%												
Negotiable Certificates of Deposit:												
Multi-Bank Securities, Inc.	25460FA09	1.75%	1.75%	100.00	5/24/2017	2/24/2020	NC	\$ 249,000	\$ 249,000	\$ 249,095		
Camella & Co., Inc	20418LAC3	1.85%	1.85%	100.00	8/10/2017	8/16/2020	NC	247,000	247,000	247,467		
First Bank Richmond	318267G38	1.80%	1.80%	100.00	6/23/2017	11/23/2020	NC	247,000	247,000	247,534		
Numerica Credit Union	67054NAF0	2.00%	2.00%	100.00	5/30/2017	11/30/2020	NC	249,000	249,000	250,041		
BMW Bank	05580AG01	1.95%	1.95%	100.00	3/10/2017	3/10/2021	NC	248,000	248,000	249,061		
Landmark Bank	51506VC49	2.10%	2.10%	100.00	3/29/2017	3/29/2021	12/29/2019	248,000	248,000	248,092		
Medallion Bank	58403B6F8	2.00%	2.00%	100.00	4/6/2017	4/6/2021	NC	249,000	249,000	250,270		
Community Capital Bank	20033AUQ0	2.00%	2.00%	100.00	6/30/2017	6/30/2021	NC	249,000	249,000	250,382		
Barclays Bank	06740KKC0	2.00%	2.00%	100.00	7/12/2017	7/12/2021	NC	247,000	247,000	248,378		
Abacus Federal Savings Bank	00257TAY2	1.95%	1.95%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	250,203		
MB Financial Bank	55266CVW3	1.90%	1.90%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	250,001		
HSBC Bank USA, NA	40434YMK0	2.15%	2.15%	100.00	7/26/2017	7/26/2021	1/26/2020	247,000	247,000	247,178		
Third Federal Savings and Loan	88413QBN7	2.00%	2.00%	100.00	7/28/2017	7/28/2021	NC	248,000	248,000	249,401		
State Bank of India	856284BY1	2.35%	2.35%	100.00	3/14/2017	3/14/2022	NC	248,000	248,000	251,445		
Capital One Bank USA	140420Z52	2.35%	2.35%	100.00	3/15/2017	3/15/2022	NC	248,000	248,000	251,447		
JP Morgan Chase Bank NA	48126XD93	2.35%	2.35%	100.00	3/16/2017	3/16/2022	12/16/2019	248,000	248,000	248,092		
BMO Harris, NA	05581WNK7	2.00%	2.00%	100.00	3/29/2017	3/29/2022	12/29/2019	248,000	248,000	248,072		
Industrial and Commercial Bank of China	45581EAC5	2.10%	2.10%	100.12	8/15/2019	4/1/2022	NC	247,000	247,258	249,354		
Synchrony Bank	87165EL96	2.40%	2.40%	100.00	5/19/2017	5/19/2022	NC	247,000	247,000	250,863		
American Eagle Bank	02554BCN9	2.10%	2.10%	100.00	6/9/2017	5/23/2022	NC	150,000	150,000	151,263		
Goldman Sachs Bank USA	38148PKX4	2.35%	2.35%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	250,611		
Capital One NA	14042RCN5	2.30%	2.30%	100.00	7/19/2017	7/19/2022	NC	247,000	247,000	250,342		
TIAA FSB	87270LON3	2.10%	2.10%	100.00	7/29/2019	7/29/2022	NC	248,000	248,000	249,072		
Sallie Mae Bank	795450B61	2.30%	2.30%	100.00	7/27/2017	8/2/2022	NC	247,000	247,000	251,373		
American Express Centurion Bank	02587DV47	2.35%	2.35%	100.00	8/3/2017	8/8/2022	12/9/2019	247,000	246,004	249,710		
Fidelity Co-Operative Bank	316077CV6	1.70%	2.00%	99.60	8/4/2017	8/9/2022	NC	249,000	249,000	249,120		
American Express Bank, FSB	02587CFU9	2.40%	2.40%	100.00	8/22/2017	8/29/2022	NC	247,000	247,000	250,055		
Allegiance Bank Texas	01748DBB1	2.65%	2.65%	100.00	4/11/2019	2/14/2023	NC	248,000	249,000	255,476		
Greenstate Credit Union	39573LAF5	1.95%	1.95%	100.00	8/28/2019	8/28/2023	NC	249,000	249,000	250,066		
Mountain America FCU	6238RAFA3	2.84%	3.00%	100.60	4/9/2019	3/27/2023	NC	249,000	250,494	258,539		
EagleBank	77002YEL6	2.85%	2.85%	100.00	4/30/2019	4/28/2023	NC	249,000	249,000	255,910		
University of Iowa Community Credit Union	97435LAGE2	2.92%	3.05%	100.50	4/25/2019	5/16/2023	NC	248,000	248,240	258,307		
Merrick Bank	58013J7P8	2.60%	2.60%	100.00	4/23/2019	8/29/2023	NC	249,000	249,000	256,141		
Horizon Bank	44042TBQ6	2.10%	1.70%	98.43	7/29/2019	8/29/2023	NC	249,000	245,091	252,416		

**CITY OF STANTON
INVESTMENTS
NOVEMBER 30, 2019**

Attachment B

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date	Par Value	Purchase Amount	Current Market Value	Percent of Portfolio	Maximum Percent	
								(NC=noncallable)						
Cantella & Co., Inc	First Technology Federal Credit Union	33715LCJ7	3.35%	3.35%	100.00	9/21/2018	9/27/2023	NC	240,000	240,000	253,721			
	Morgan Stanley, NA	61690UDW7	3.10%	3.10%	100.00	2/7/2019	2/7/2024	NC	246,000	246,000	258,546			
	Morgan Stanley Private Bank	61760AVJ5	3.10%	3.10%	100.00	2/7/2019	2/7/2024	NC	246,000	246,000	258,546			
	Exchange State Bank	301465AH1	2.22%	2.15%	99.70	7/24/2019	2/26/2024	NC	216,000	215,352	216,082			
	Bank Hapoalim B. M.	06251AW48	2.90%	2.90%	100.00	4/24/2019	3/25/2024	NC	250,000	250,000	260,843			
	Healthcare Systems FCU	422281AD3	2.65%	2.65%	100.00	4/25/2019	4/25/2024	NC	246,000	246,000	254,138			
	Main Street Bank	56065GAG3	2.60%	2.60%	100.00	4/26/2019	4/26/2024	NC	249,000	249,000	256,734			
	Cornerstone Community Bank	219240BY3	2.60%	2.60%	100.00	5/17/2019	5/14/2024	NC	249,000	249,000	256,731			
	Bank of New England	06425KBEZ	2.65%	2.65%	100.00	5/23/2019	5/23/2024	NC	249,000	249,000	257,264			
	McGregor TX	32112UD46	2.20%	2.30%	100.47	7/12/2019	6/28/2024	NC	249,000	250,170	256,323			
	Silverside Bank	828373GY0	2.30%	2.30%	100.00	7/15/2019	7/15/2024	12/15/2019	249,000	249,000	249,080			
	Coastal Community & Teachers CU	19043TAB1	2.50%	2.50%	100.00	7/16/2019	7/16/2024	5/16/2022	249,000	249,000	255,603			
	EverBank USA	29278TKA7	2.35%	2.35%	100.00	7/22/2019	7/22/2024	NC	247,000	247,000	247,225			
	Evansville Teachers FCU	299547AV1	2.25%	2.25%	100.00	7/22/2019	7/22/2024	NC	249,000	249,000	252,832			
	First National Bank of America	32110VMY8	2.20%	2.20%	100.00	7/22/2019	7/22/2024	NC	249,000	249,000	249,986			
	Suntrust Bank	86788VZG5	2.30%	2.30%	100.00	7/24/2019	7/24/2024	NC	248,000	248,000	248,253			
	First Tier Bank	33766LAJ7	1.95%	1.95%	100.00	8/23/2019	8/23/2024	NC	247,000	247,000	248,361			
	Raymond James Bank NA	75472RAE1	2.00%	2.00%	100.00	8/23/2019	8/23/2024	NC	247,000	247,000	247,911			
	Washington Federal Bank	938628BN9	1.95%	1.95%	100.00	8/28/2019	8/25/2024	NC	249,000	249,000	248,339			
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	248,346				
Total Negotiable Certificates of Deposit										\$ 13,262,000	\$ 13,260,647	\$ 13,453,641	27.10%	30%
Medium-Term Corporate Note:														
Cantella & Co., Inc	Bank of America Corp	06048WZB8	3.25%	3.25%	100.00	2/15/2019	2/15/2024	2/15/2020	\$ 250,000	\$ 250,000	\$ 247,595	0.51%	30%	
Total Medium-Term Corporate Note										\$ 250,000	\$ 250,000	\$ 247,595		

2.25%
Weighted
Average
Yield

879
days
WAM

\$ 22,462,188 \$ 22,508,874 \$ 22,675,487
11,398
\$ 22,462,188 \$ 22,520,272 \$ 22,675,487

Local Agency Investment Fund (LAIF) - City Portion
Local Agency Investment Fund (LAIF) - HA Portion
California Asset Management Program (CAMP)

State Treasurer's Pool
State Treasurer's Pool
PFM

405
days
WAM

\$ 52,252,754 \$ 48,937,888 \$ 49,132,059

100%
100%
100%

Total Money Market, LAIF and Investments

2.16%
Weighted
Average
Yield

405
days
WAM

\$ 52,252,754 \$ 48,937,888 \$ 49,132,059

100%
100%
100%

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

Fund Type	Cash and Investments	Totals
General Fund:		
Pooled and Non-pooled	\$ 14,858,970	
Other Accounts *	1,404,555	\$ 16,263,525
Special Revenue, Capital Projects and Enterprise Funds:		
Gas Tax	141,634	
RMRA	558,534	
Measure M	395,571	
Fire Emergency Services	(88,687)	
Lighting & Median Maint.	1,142,190	
Housing Authority	19,542,232	
Sewer Maintenance	4,143,970	
Other	3,094,076	28,929,520
Internal Service Funds		1,123,702
Trust Funds		2,783,125
Total Cash and Investment Balances		\$ 49,099,872

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

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: January 14, 2020

SUBJECT: NOVEMBER 2019 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of November 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 November 2019.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of November 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 November 2019 was 2.10%, while the effective yield on CAMP was 1.88%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 0.56%, which is below the benchmark LAIF return of 2.10%, 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 November 30, 2019 is 1 day. LAIF's average maturity at November 30, 2019 is approximately 218 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:

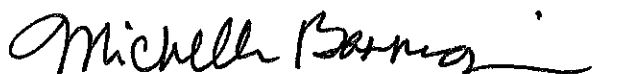
Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:



Michelle Bannigan, CPA
Finance Director



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
November 30, 2019**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Gasb 31 Value	Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California	On Demand	2.10%	\$ 10,645,710	\$ 1,375,069	\$ 1,375,070	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

1	0.56%
Weighted Average Maturity (days)	Weighted Average Yield

\$ 4,752,438 \$ 4,752,439

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2010 Tax Allocation Bonds (Tax-Exempt)									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 425,000	\$ 425,000	\$ 425,000	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	2	2	2	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	242,459	242,459	242,459	US Bank
Reserve Account:									
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand	2.10%	1,149,348	1,149,348	1,149,348	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$ 1,816,809 \$ 1,816,809

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B									
Debt Service:									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 63	\$ 63	\$ 63	US Bank
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	985,000	985,000	985,000	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	329,763	329,763	329,763	US Bank
Total 2016 Series A and B									
							\$ 1,314,826	\$ 1,314,826	

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D									
Debt Service:									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$ 73	\$ 73	\$ 73	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	670,225	670,225	670,225	US Bank
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	1,135,000	1,135,000	1,135,000	US Bank
Total 2016 Series C and D									
							\$ 1,805,298	\$ 1,805,298	

Total Bond Fund Investments and Deposits (3)

\$4,936,933	\$4,936,933
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- 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****November 30, 2019**

Fund	Cash Balance
712 Redevelopment Obligation Retirement Fund	1,958,898
731 Successor Agency Admin Fund	(583,829)
741 Successor Agency Project Fund	-
741 Cash DDR Clawback	3,377,369
TOTAL CASH BALANCE	\$ 4,752,438

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 14, 2020

SUBJECT: MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS BOARDS, COMMISSIONS, COMMITTEES AND AGENCIES

REPORT IN BRIEF:

Traditionally, Council Members have been appointed by the Mayor to serve on numerous outside committees, boards, commissions and agencies. Each appointee is responsible for representing the City and voting on behalf of the City Council. The Mayor has conducted a review and has selected appointees, as detailed in Attachment 1. With the exception of the Orange County Fire Authority ("OCFA") appointment, which is required to be made by Resolution, the Mayor may otherwise make appointments to each committee, board, commission or agency by nomination and Minute Order confirmation. In addition, the Fair Political Practices Commission ("FPPC") regulations require the adoption and posting of Form 806, Agency Report of Public Official Appointments, in order for individual Council Members to participate in a City Council vote that would result in him or her serving in a position that provides compensation of \$250 or more in any 12-month period.

RECOMMENDED ACTION:

1. City Council confirm the Mayor's appointments; and
2. Approve Fair Political Practices Commission Form 806 and authorize the City Clerk to post the form on the City's website.

BACKGROUND:

At the first meeting of the year, the Mayor traditionally reviews the list of Council Members designated on the submitted Mayor's Appointments list. Historically, at the first meeting of the year, the City Council has confirmed the existing memberships through reappointments or made new appointments, and has also added or deleted board, commission, committee, and agency memberships, as appropriate. Based on changes to the FPPC Regulation 18705.5 (Materiality Standard: Economic Interest in Personal Finances) a public official may participate in a Council vote that would result in him or her serving in a position that provides compensation in the form of stipends, reimbursement or direct payment of \$250 or more in any 12-month period. The revised

regulation specifies, however, that the body making such an appointment(s) must adopt and post a list of the appointments on its website. In May 2012, the FPPC adopted Form 806 to accomplish the required positing.

ANALYSIS/JUSTIFICATION:

The "Mayor's Appointments of Council Members as Representatives to Various Agencies List" (Attachment A) documents the various committees and boards to which the Mayor proposes to appoint Council Members. In previous years, the Mayor has reviewed the list prior to the first meeting of the new year, and any changes, additions, or deletions to any of the appointments are made by Minute Order.

FISCAL IMPACT:

There is minimal fiscal impact associated with the recommended action.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

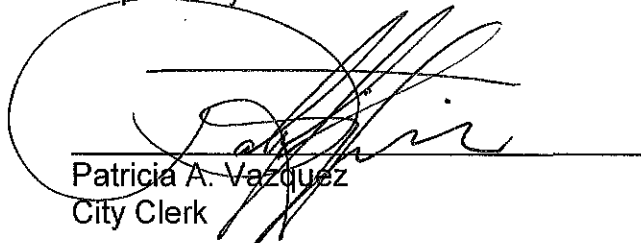
PUBLIC NOTIFICATION:

Through the regular agenda process.

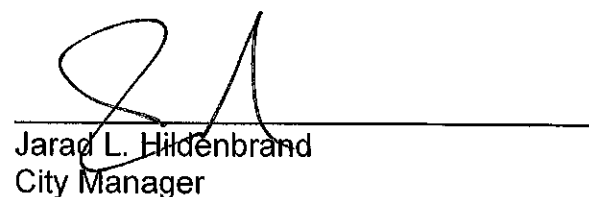
STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

Prepared by:


Patricia A. Vazquez
City Clerk

Approved by:


Jarad L. Hildenbrand
City Manager

Attachments:

- A. Mayor's Appointments of Council Members as Representatives to Various Agencies List
- B. Draft FPPC Form 806

CITY OF STANTON

MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS AGENCIES

1. **Bridges at Kraemer Place Emergency Shelter Community Advisory Board**
Representative: Gary Taylor
2. **City of Stanton Contractual Services Committee**
Representative 1: Carol Warren
Representative 2: Gary Taylor
3. **City of Stanton Development Committee**
Representative 1: Rigoberto A. Ramirez
Representative 2: David Shawver
4. **Legislative Affairs Committee of West Orange County (LACWOC)**
Delegate 1: David J. Shawver
Delegate 2: Hong Alyce Van
5. **Orange County Emergency Management Organization (OCEMO) Executive Committee**
Delegate: Gary Taylor
Alternate: Carol Warren
6. **Orange County Housing Finance Trust**
Representative 1: David J. Shawver
Representative 2: Carol Warren
7. **Orange County Library Advisory Board**
Delegate: Hong Alyce Van
Alternate: Gary Taylor
8. **Orange County Sanitation District No. 3**
Delegate: David J. Shawver
Alternate: Carol Warren
9. **Orange County Vector Control District**
Delegate: Gary Taylor
Alternate: None (*OCVCD does not recognize alternates*)
10. **Public Cable Television Authority**
Delegate 1: David J. Shawver
Delegate 2: Carol Warren

11. Santa Ana River Flood Protection Agency

Delegate: Hong Alyce Van
Alternate: Gary Taylor

12. Stanton Business Alliance

Delegate: Rigoberto A. Ramirez
Alternate: David J. Shawver

13. Stanton Collaborative

Delegate: Hong Alyce Van
Alternate: Rigoberto A. Ramirez

14. Stanton Community Foundation

Delegate: Hong Alyce Van
Alternate: Rigoberto A. Ramirez

15. TIP – Trauma Intervention Program

Delegate: Hong Alyce Van
Alternate: None (*TIP does not recognize alternates*)

16. Transportation Growth Management Area Group No. 2

Delegate: Gary Taylor
Alternate: Hong Alyce Van

17. West Orange County Cities Association (formerly Mayors Group)

Delegate: David J. Shawver
Alternate: Gary Taylor

Note:

The Mayor of each incorporated city within the county is the member of the League of California Cities and the Association of California Cities Orange County, City Selection Committee; and

Per City Council Resolution No. 2012-02 the representatives for the Orange County Fire Authority are as follows:

- *Delegate: David J. Shawver*
- *Alternate: (OCFA does not recognize alternates)*

**Agency Report of:
Public Official Appointments**

A Public Document

1. Agency Name City of Stanton <hr/> Division, Department, or Region (If Applicable) City Council <hr/> Designated Agency Contact (Name, Title) Patricia A. Vazquez, City Clerk <hr/> <table style="width:100%;"> <tr> <td style="width:50%;">Area Code/Phone Number 714-379-9222 ext. 245</td> <td style="width:50%;">E-mail pvazquez@ci.stanton.ca.us</td> </tr> </table>		Area Code/Phone Number 714-379-9222 ext. 245	E-mail pvazquez@ci.stanton.ca.us	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> California Form 806 For Official Use Only </div> <hr/> Date Posted: Draft <small>(Month, Day, Year)</small>
Area Code/Phone Number 714-379-9222 ext. 245	E-mail pvazquez@ci.stanton.ca.us			
Page <u>1</u> of <u>1</u>				

2. Appointments

Agency Boards and Commissions	Name of Appointed Person	Appt Date and Length of Term	Per Meeting/Annual Salary/Stipend
Orange County Fire Authority	▶ Name <u>Shawver, David J.</u> <small>(Last, First)</small> Alternate, if any <u>Warren, Carol</u> <small>(Last, First)</small>	▶ <u>01 / 14 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Orange County Vector Control District	▶ Name <u>Taylor, Gary</u> <small>(Last, First)</small> Alternate, if any <u>None</u> <small>(Last, First)</small>	▶ <u>01 / 14 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Orange County Sanitation District No. 3	▶ Name <u>Shawver, David J.</u> <small>(Last, First)</small> Alternate, if any <u>Warren, Carol</u> <small>(Last, First)</small>	▶ <u>01 / 14 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>212.50</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input checked="" type="checkbox"/> \$2,001-\$3,000 <input type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other
Public Cable Television Authority	▶ Name <u>Shawver, David J.</u> <small>(Last, First)</small> Alternate, if any <u>Warren, Carol</u> <small>(Last, First)</small>	▶ <u>01 / 14 / 20</u> <small>Appt Date</small> ▶ <u>1 Year</u> <small>Length of Term</small>	▶ Per Meeting: \$ <u>100.00</u> ▶ Estimated Annual: <input type="checkbox"/> \$0-\$1,000 <input type="checkbox"/> \$2,001-\$3,000 <input checked="" type="checkbox"/> \$1,001-\$2,000 <input type="checkbox"/> Other

3. Verification

I have read and understand FPPC Regulation 18702.5. I have verified that the appointment and information identified above is true to the best of my information and belief.

Patricia A. Vazquez <hr/> <small>Signature of Agency Head or Designee</small>	Patricia A. Vazquez <hr/> <small>Print Name</small>	City Clerk <hr/> <small>Title</small>	<hr/> <small>(Month, Day, Year)</small>
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Comment: _____

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: January 14, 2020

SUBJECT: DECEMBER 2019 GENERAL FUND REVENUE AND EXPENDITURE REPORT

REPORT IN BRIEF:

The monthly General Fund Revenue and Expenditure Report as of December 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 December 2019.

ANALYSIS:

The attached reports summarize the City revenue and expenditure balances for the General Fund as of December 2019. The reports include information for the month of December, 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 continue 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

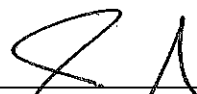
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Michelle Bannigan, CPA
Finance Director

Approved by:



Jarad L. Hildenbrand
City Manager

Attachments:

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

City of Staunton
December 2019 General Fund Revenues (50% of year)

	Current Month	FY 19-20 Year to Date	Budget FY 19-20	Percent of Budget
Property Tax	398,091	648,694	6,213,200	10.44%
Sales and Use Tax	0	1,096,870	4,385,000	25.00%
Transaction and Use Tax	0	1,853,374	4,331,000	37.37%
Transient Occupancy Tax	30,182	157,292	520,000	30.25%
Franchise Fees	59,353	386,307	1,041,000	27.50%
Business Licenses	101,447	141,773	430,000	32.97%
Utility Users Tax	149,487	789,359	1,870,000	42.21%
Total Taxes	738,460	4,305,560	18,790,200	22.91%
Intergovernmental	15,817	108,344	184,124	58.84%
Total Intergovernmental	(15,817)	(108,344)	(184,124)	58.84%
Charges for Services	(0)	140,000	140,000	100.00%
Total Charges for Services	(0)	140,000	140,000	100.00%
Fees and Permits	267,071	1,300,152	1,791,550	72.57%
Development Fees	32,449	174,446	151,000	115.53%
Community Services Fees	2,262	21,371	70,000	30.53%
Total Fees and Permits	301,781	1,495,968	2,012,550	74.33%
Fines and Forfeitures	16,720	200,811	468,900	42.82%
Total Fines and Forfeitures	16,720	200,811	468,900	42.82%
Investment Earnings	-	1,626	200,000	0.81%
Rental Income	4,260	50,567	77,768	65.02%
Total Use of Money and Property	4,260	52,193	277,768	18.79%
Miscellaneous Revenue	2,507	316,797	387,810	81.69%
Pass-thru Payment	-	-	355,000	0.00%
Total Miscellaneous Revenue	2,507	316,797	742,810	42.65%
Total Transfers In	31,667	190,000	380,000	50.00%
Total Revenues and Transfers In	1,079,579	6,592,986	22,628,104	29.14%
Less: Transfers in	(31,667)	(190,000)	(380,000)	50.00%
Total Revenues	\$ 1,047,912	\$ 6,402,986	\$ 22,248,104	28.78%

	FY 18-19 Year to Date	Total FY 18-19	Percent of Total
Property Tax	673,283	6,104,860	11.03%
Sales and Use Tax	1,550,566	4,327,842	35.83%
Transaction and Use Tax	1,394,911	4,057,037	34.38%
Transient Occupancy Tax	185,443	483,233	38.38%
Franchise Fees	231,400	1,026,619	22.54%
Business Licenses	209,199	414,595	50.46%
Utility Users Tax	878,008	1,850,880	47.44%
Total Taxes	5,122,810	18,265,067	28.05%
Intergovernmental	77,717	207,911	37.38%
Total Intergovernmental	(77,717)	(207,911)	37.38%
Charges for Services	-	140,000	0.00%
Total Charges for Services	-	140,000	0.00%
Fees and Permits	844,727	2,102,176	40.18%
Development Fees	80,192	183,259	43.76%
Community Services Fees	65,572	144,524	45.38%
Total Fees and Permits	990,491	2,429,948	40.76%
Fines and Forfeitures	210,863	410,443	51.37%
Total Fines and Forfeitures	210,863	410,443	51.37%
Investment Earnings	200	1,367,014	0.01%
Rental Income	60,264	146,859	41.04%
Total Use of Money and Property	60,464	1,513,873	3.99%
Miscellaneous Revenue	330,314	2,405,468	13.73%
Pass-thru Payment	-	328,675	0.00%
Total Miscellaneous Revenue	330,314	2,734,143	12.08%
Total Transfers In	320,000	640,000	50.00%
Total Revenues and Transfers In	6,957,228	25,025,564	26.82%
Less: Transfers in	(320,000)	(640,000)	50.00%
Total Revenues	\$ 6,637,228	\$ 25,285,564	26.25%

Administration
December 2019 General Fund Revenues (50% 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)	\$ (36.40)	36.40%	\$ (95.50)	\$ (47.00)	49.21%
437110	Candidate Statements	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
437130	Insurance Reimbursement	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
437145	Sale Of Assets	Miscellaneous	\$ -	\$ -		\$ -	\$ -	
101	General Fund		\$ (100.00)	\$ (36.40)	36.40%	\$ (95.50)	\$ (47.00)	49.21%

Administrative Services
December 2019 General Fund Revenues (50% 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)	\$ (589,316.19)	52.95%	\$ (1,095,861.35)	\$ (585,008.22)	53.38%
430105	Current Year-Unsecured	Tax	\$ -	\$ -		\$ -	\$ -	
430110	Property Tax-Prior Year	Tax	\$ -	\$ -		\$ (368.00)	\$ -	0.00%
430115	Property Tax-Supplemental	Tax	\$ (25,000.00)	\$ (5,659.11)	22.64%	\$ (30,694.24)	\$ (9,128.08)	29.74%
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)	\$ (829.32)	15.36%	\$ (5,868.49)	\$ (880.26)	15.00%
430140	Property Transfer Tax	Tax	\$ (80,000.00)	\$ (52,889.87)	66.11%	\$ (112,443.30)	\$ (78,266.60)	69.61%
430200	Sales And Use Tax	Tax	\$ (4,385,000.00)	\$ (1,096,870.46)	25.01%	\$ (4,327,841.80)	\$ (1,550,565.73)	35.83%
430300	Transient Occupancy Tax	Tax	\$ (520,000.00)	\$ (157,291.66)	30.25%	\$ (483,233.33)	\$ (185,443.44)	38.38%
430400	Pipeline	Tax	\$ -	\$ -		\$ -	\$ -	
430405	Cable Tv	Tax	\$ (225,000.00)	\$ (99,376.83)	44.17%	\$ (184,803.45)	\$ (61,335.28)	33.19%
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)	\$ (186,929.72)	37.39%	\$ (501,778.75)	\$ (170,064.97)	33.89%
430425	Water	Tax	\$ (80,000.00)	\$ -	0.00%	\$ (87,677.03)	\$ -	0.00%
430500	Business License Tax	Tax	\$ (200,000.00)	\$ (62,295.10)	31.15%	\$ (193,737.99)	\$ (95,477.59)	49.28%
430505	New/Moved Bus Lic Appl Rev	Tax	\$ (70,000.00)	\$ (24,600.00)	35.14%	\$ (61,040.50)	\$ (27,724.50)	45.42%
430510	Business Tax Renewal Process	Tax	\$ (160,000.00)	\$ (50,490.00)	31.56%	\$ (159,128.40)	\$ (79,280.20)	49.82%
430515	SB 1186	Tax	\$ -	\$ (4,387.50)		\$ (688.03)	\$ (6,716.30)	976.16%
430600	Util User Tax/Electricity	Tax	\$ (960,000.00)	\$ (438,661.56)	45.69%	\$ (945,724.78)	\$ (476,823.37)	50.42%
430605	Util User Tax/Telephone	Tax	\$ (390,000.00)	\$ (102,470.94)	34.16%	\$ (302,871.25)	\$ (139,189.01)	45.96%
430610	Util User Tax/Gas	Tax	\$ (200,000.00)	\$ (61,338.49)	30.67%	\$ (207,662.79)	\$ (59,830.08)	28.81%
430615	Util User Tax/Water	Tax	\$ (410,000.00)	\$ (186,778.92)	45.56%	\$ (394,621.05)	\$ (202,165.70)	51.23%
432135	Mandated Cost Reimbursement	Intergovernmental	\$ (24,000.00)	\$ (53,598.00)	223.33%	\$ (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)	\$ (54,745.69)	34.19%	\$ (161,390.67)	\$ (53,603.26)	33.21%
434100	General Fines	Fines & Forfeitures	\$ (500.00)	\$ (148.61)	29.72%	\$ 6,985.42	\$ 729.95	10.45%
434105	Motor Vehicle Fines	Fines & Forfeitures	\$ (140,000.00)	\$ (46,195.49)	33.00%	\$ (138,840.32)	\$ (67,195.85)	48.40%
434120	Administrative Citation	Fines & Forfeitures	\$ (5,000.00)	\$ (6,050.00)	121.00%	\$ (6,320.00)	\$ (2,960.00)	46.84%
435100	Interest Earned	Money & Property	\$ (200,000.00)	\$ (1,626.00)	0.81%	\$ (1,364,979.30)	\$ (200.00)	0.01%
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)	\$ (8,293.73)	40.92%	\$ (21,154.72)	\$ (9,758.79)	46.13%
437115	Recycling Fees	Fees & Permits	\$ (95,000.00)	\$ (21,965.00)	23.12%	\$ (91,888.50)	\$ (19,120.00)	20.81%
437125	Donations	Miscellaneous	\$ -	\$ -		\$ -	\$ -	
437135	Expense Reimbursement	Fees & Permits	\$ (20,000.00)	\$ -	0.00%	\$ (29,678.83)	\$ (726.24)	2.45%
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)	\$ (160,190.83)	8009.54%	\$ (1,887,115.93)	\$ (162,904.99)	8.63%
439102	Transfer from 102	Transfer	\$ -	\$ -		\$ -	\$ -	
439201	Transfer From Recycling(210)	Transfer	\$ -	\$ -		\$ -	\$ -	
439211	Transfr From Gas Tx Fnd(211)	Transfer	\$ -	\$ -		\$ (260,000.00)	\$ (130,000.00)	50.00%
439220	Transfer from Measure M	Transfer	\$ -	\$ -		\$ -	\$ -	
439223	Transfer From Prot Svcs(505)	Transfer	\$ (380,000.00)	\$ (190,000.00)	50.00%	\$ (380,000.00)	\$ (190,000.00)	50.00%
439224	Transfer-Light Dist Fnd(521)	Transfer	\$ -	\$ -		\$ -	\$ -	
439225	Transfer-Light/Median(522)	Transfer	\$ -	\$ -		\$ -	\$ -	
439226	Transfer from Air Quality(226)	Transfer	\$ -	\$ -		\$ -	\$ -	
439250	Transfer From PaCT Grant	Transfer	\$ -	\$ -		\$ -	\$ -	
439285	Transfer fr Hsg 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	Transfr from Worker's Comp	Transfer	\$ -	\$ -		\$ -	\$ -	
439603	Transfr from Liability Risk Mg	Transfer	\$ -	\$ -		\$ -	\$ -	
439605	Transfr from Fleet Maintenance	Transfer	\$ -	\$ -		\$ -	\$ -	
439606	Transfer fr Capital Assot Repl	Transfer	\$ -	\$ -		\$ -	\$ -	
439607	Trsfr fr Emergency Preparedness	Transfer	\$ -	\$ -		\$ -	\$ -	
439608	Transfer fr Bldg Maint	Transfer	\$ -	\$ -		\$ -	\$ -	
439609	Transfer fr Info Tech	Transfer	\$ -	\$ -		\$ -	\$ -	
439712	Trsfr Fr Rcdov 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)	\$ (3,797,603.91)	23.54%	\$ (19,315,622.29)	\$ (4,535,268.01)	23.48%
102	Gen Fnd (Transaction & Use Tax							
430250	Transactions & Use Tax	Tax	\$ (4,331,000.00)	\$ (1,185,374.35)	27.37%	\$ (4,057,037.27)	\$ (1,394,910.56)	34.38%
102	Gen Fnd (Transaction & Use Tax		\$ (4,331,000.00)	\$ (1,185,374.35)	27.37%	\$ (4,057,037.27)	\$ (1,394,910.56)	34.38%

Public Safety - Wren
December 2019 General Fund Revenues (50% 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)	\$ (13,395.00)		\$ (4,295.00)	\$ (2,210.00)	51.46%
431190	Towing Franchise Fee	Fees & Permits	\$ (20,000.00)	\$ (8,190.00)	40.95%	\$ (29,970.00)	\$ (11,070.00)	36.94%
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)	\$ (113,769.20)	46.44%	\$ (200,104.40)	\$ (107,712.30)	53.83%
434115	Dmv Parking Collections	Fines & Forfeitures	\$ (78,400.00)	\$ (34,648.00)	44.19%	\$ (72,164.00)	\$ (33,725.00)	46.73%
437105	Firework Services	Fees & Permits	\$ (1,500.00)	\$ -	0.00%	\$ (708.75)	\$ -	0.00%
101	General Fund		\$ (489,900.00)	\$ (310,002.18)	63.28%	\$ (447,242.13)	\$ (154,717.30)	34.59%

Public Works - Rigg
December 2019 General Fund Revenues (50% 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)	\$ (8,530.00)	170.60%	\$ (8,085.00)	\$ (4,035.00)	
431135	Public Works Permits	Fees & Permits	\$ (40,000.00)	\$ (24,360.00)	60.90%	\$ (96,840.00)	\$ (42,690.00)	44.08%
431150	Grading Plan Review	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
431155	Grading Permits	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
431160	Solid Waste Impact Fees	Fees & Permits	\$ (1,150,000.00)	\$ (396,323.90)	34.46%	\$ (1,146,832.44)	\$ (391,061.25)	34.10%
431180	P/W Inspections	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
432230	State Recycling Grant	Intergovernmental	\$ -	\$ -		\$ -	\$ -	
101	General Fund		\$ (1,195,000.00)	\$ (429,213.90)	35.92%	\$ (1,251,757.44)	\$ (437,786.25)	34.97%

Community Development
December 2019 General Fund Revenues (50% 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)	\$ (140,766.12)	140.77%	\$ (136,964.63)	\$ (51,559.46)	37.64%
431105	Mechanical Permits	Fees & Permits	\$ (100,000.00)	\$ (115,500.00)	115.50%	\$ (118,922.00)	\$ (65,977.00)	55.48%
431110	Building Permits	Fees & Permits	\$ (260,000.00)	\$ (450,426.40)	173.24%	\$ (423,003.13)	\$ (209,238.10)	49.46%
431115	Plumbing Permits	Fees & Permits	\$ (35,000.00)	\$ (45,015.00)	128.61%	\$ (49,303.00)	\$ (24,924.00)	50.55%
431120	Electrical Permits	Fees & Permits	\$ (45,000.00)	\$ (70,104.00)	155.79%	\$ (51,895.00)	\$ (25,781.00)	49.68%
431140	S M I P - Commerical Fees	Fees & Permits	\$ (50.00)	\$ (179.82)	359.64%	\$ (417.71)	\$ (314.55)	75.30%
431145	S M I P-Residential Permits	Fees & Permits	\$ (200.00)	\$ (3,227.26)	1613.63%	\$ (118.00)	\$ (118.18)	100.15%
431146	SB 1473 Fee	Fees & Permits	\$ (300.00)	\$ (1,226.00)	408.67%	\$ (216.00)	\$ (164.70)	76.25%
431194	Massage Establishment Fee	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
431195	Other Fees & Permits	Fees & Permits	\$ (31,000.00)	\$ (22,908.00)	73.90%	\$ (35,314.00)	\$ (15,584.00)	44.13%
432245	Planning Grants	Intergovernmental	\$ -	\$ -		\$ -	\$ -	
433150	Garbage Franchise Services	Intergovernmental	\$ -	\$ -		\$ -	\$ -	
433200	Conditional Use Permit	Fees & Permits	\$ (5,000.00)	\$ (7,921.63)	158.43%	\$ (19,685.00)	\$ (7,260.00)	36.88%
433205	Precise Plan Of Design	Fees & Permits	\$ (12,000.00)	\$ (15,370.00)	128.08%	\$ (21,719.46)	\$ (3,259.46)	15.01%
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)	\$ (7,500.00)	41.67%	\$ (1,875.00)	\$ (1,875.00)	100.00%
433225	Environmental Services	Fees & Permits	\$ (500.00)	\$ (525.00)	105.00%	\$ (865.00)	\$ (340.00)	39.31%
433227	Foreclosure Registration	Fees & Permits	\$ (12,000.00)	\$ (5,067.00)	42.23%	\$ (11,483.00)	\$ (6,193.00)	53.93%
433230	Zoning Entitlements	Fees & Permits	\$ -	\$ (4,365.00)		\$ -	\$ (3,595.00)	
433235	Land Divisions	Fees & Permits	\$ (6,000.00)	\$ (4,035.00)	67.25%	\$ (7,765.00)	\$ -	0.00%
433240	Special Event Permits	Fees & Permits	\$ (700.00)	\$ (540.00)	77.14%	\$ (1,140.00)	\$ (465.00)	40.79%
433245	Sign/Ban/R/Gar Sa/Temp Use Per	Fees & Permits	\$ (6,400.00)	\$ (3,775.00)	58.98%	\$ (7,115.00)	\$ (3,975.00)	55.87%
433250	Ministerial Services	Fees & Permits	\$ (7,500.00)	\$ (8,250.00)		\$ (15,375.00)	\$ (6,775.00)	44.07%
433255	Document Reproduction	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433260	Landscape Plan Check	Fees & Permits	\$ (1,200.00)	\$ (975.00)	81.25%	\$ (1,950.00)	\$ (325.00)	16.67%
433265	Home Occupation/Use Permits	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433266	Massage Establishment License	Fees & Permits	\$ (2,700.00)	\$ -	0.00%	\$ (3,050.00)	\$ (3,075.00)	100.82%
433267	Donation Bin Permit	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433270	General Plan Maint Surcharge	Fees & Permits	\$ (5,000.00)	\$ (10,460.00)	209.20%	\$ (6,755.00)	\$ (3,080.00)	45.60%
433285	Other Developmental Fees	Fees & Permits	\$ (50,000.00)	\$ (105,662.83)	211.33%	\$ (79,581.40)	\$ (39,974.20)	50.23%
101	General Fund		\$ (722,550.00)	\$ (1,023,799.06)	141.69%	\$ (999,412.33)	\$ (473,852.65)	47.41%

Community Services - Bobadilla
December 2019 General Fund Revenues (50% 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)	\$ (12,782.00)	32.77%	\$ (38,266.25)	\$ (16,109.50)	42.10%
433310	Reo Brochure Advertising Fee	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433315	Field Lighting/Nrsf	Fees & Permits	\$ (31,000.00)	\$ (8,488.50)	27.38%	\$ (19,911.00)	\$ (6,411.25)	32.20%
433320	Spec Event Participant Fee	Fees & Permits	\$ -	\$ (100.00)		\$ -	\$ -	
436115	Property Rental	Money & Property	\$ -	\$ -		\$ (4.00)	\$ -	0.00%
436125	Community Hall Rental	Money & Property	\$ (42,500.00)	\$ (34,808.00)	81.90%	\$ (89,339.00)	\$ (34,526.00)	38.65%
436126	SCP Building Rental	Money & Property	\$ -	\$ -		\$ (6,271.00)	\$ (4,675.00)	74.55%
436127	SCP Shelter Rental	Money & Property	\$ (15,000.00)	\$ (7,465.00)	49.77%	\$ (21,330.00)	\$ (7,735.00)	36.26%
436128	SCP Fields Rental	Money & Property	\$ -	\$ -		\$ (8,760.25)	\$ (3,569.50)	40.75%
436130	Mary Perez Site Lease	Money & Property	\$ -	\$ -		\$ -	\$ -	
101	General Fund		\$ (127,500.00)	\$ (63,643.50)	49.92%	\$ (183,881.50)	\$ (73,026.25)	39.71%

City of Stanton
December 2019 General Fund Expenses (50% of year)

	Current Month	FY 19-20 Year to Date	Budget FY 19-20	Percent of Budget
1100 City Council	\$ 10,343	\$ 45,947	\$ 115,442	39.80%
1200 City Attorney	58,526	99,441	260,000	38.25%
1300 City Manager	47,341	140,546	294,435	47.73%
1400 City Clerk	23,919	73,783	283,485	26.03%
1410 Personnel/Risk Management	31,403	78,264	134,619	58.14%
1430 Liability/Risk Management	(14,295)	68,829	89,000	77.34%
Administration	157,237	506,810	1,176,981	43.06%
1500 Administrative Services	113,573	349,723	847,673	41.20%
1510 Information Technology	15,741	66,166	153,555	43.09%
1600 Non-Dept (includes Transfers)	26,169	83,578	194,746	42.92%
Administrative Services	155,483	499,467	1,195,975	41.76%
2100 Law Enforcement	2,845,058	5,737,249	11,718,309	48.96%
2200 Fire Protection	1,200,366	2,383,012	4,731,058	50.37%
1520 Emergency Preparedness	-	-	4,500	0.00%
4300 Parking Control	43,986	138,388	300,870	46.00%
6200 Code Enforcement	100,389	256,563	501,421	51.17%
Public Safety	4,190,000	8,515,213	17,256,158	49.35%
3100 Engineering	19,165	64,892	137,968	47.03%
3200 Public Facilities	53,037	180,743	368,904	48.99%
3400 Parks Maintenance	46,525	173,080	411,955	42.01%
3500 Street Maintenance	49,554	143,446	309,485	46.35%
3600 Storm Drains	15,273	23,980	125,000	19.18%
Public Works	183,554	586,141	1,333,311	43.31%
4100 Planning	70,628	146,950	391,173	37.57%
4200 Building Regulation	138,522	284,861	435,597	65.40%
4400 Business Relations	2,005	8,511	155,169	5.47%
Community Development	211,155	440,322	982,208	44.83%
5100 Parks and Recreation	105,091	299,232	585,636	51.06%
5200 Community Center	4,993	12,822	71,456	17.90%
5300 Stanton Central Park	26,682	88,968	208,559	42.66%
Community Services	136,766	401,022	865,651	46.33%
Expenditures and Transfers Out	5,034,194	10,948,984	22,830,284	47.96%
Less: Transfers Out	(12,667)	(38,000)	(76,000)	50.00%
TOTAL EXPENDITURES	\$ 5,021,527	\$ 10,910,984	\$ 22,754,284	47.92%

	FY 18-19 Year to Date	Actual FY 18-19	Percent of Actual
\$ 49,633	\$ 110,403		44.95%
79,421	266,897		38.39%
159,593	268,790		56.03%
63,860	213,512		29.91%
110,443	374,049		63.46%
64,975	64,975		100.00%
518,916	1,038,625		49.96%
372,521	758,173		49.13%
70,563	131,217		53.78%
131,171	386,160		33.97%
574,253	1,275,550		45.02%
5,794,638	13,662,151		42.41%
2,523,144	7,163,749		35.23%
-	-		0.00%
93,062	187,999		49.50%
245,852	493,184		49.85%
8,656,691	21,507,084		40.25%
69,392	125,379		55.35%
203,783	386,620		52.71%
181,260	378,870		47.84%
129,221	303,195		42.62%
11,394	84,994		13.41%
595,051	1,279,058		46.52%
135,185	281,411		48.04%
211,897	482,578		43.91%
36,386	93,926		38.74%
383,468	857,915		44.70%
260,995	575,872		45.32%
13,110	35,274		37.17%
78,444	179,621		43.67%
352,549	790,767		44.58%
11,080,929	26,748,999		41.43%
(12,500)	(52,500)		23.81%
11,068,429	26,696,499		41.46%

Administration - Guzman
December 2019 General Fund Expenses (50% of year)

Account Number	Description	FY 19-20			FY 18-19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
101							
1410	Personnel/Risk Management						
501110	Salaries-Regular	\$ 74,195.00	\$ 35,221.75	47.47%	\$ 69,618.43	\$ 33,175.89	47.65%
501115	Salaries-Overtime	\$ -	\$ 56.35		\$ -	\$ -	
502100	Retirement	\$ 5,098.70	\$ 2,460.27	48.25%	\$ 4,767.84	\$ 2,269.89	47.61%
502105	Workers Comp Insurance	\$ 706.40	\$ 353.20	50.00%	\$ 685.24	\$ 342.62	50.00%
502110	Health/Life Insurance	\$ 14,587.88	\$ 6,862.97	47.05%	\$ 14,531.25	\$ 7,114.85	48.96%
502115	Unemployment Insurance	\$ 434.00	\$ -	0.00%	\$ 287.00	\$ -	0.00%
502120	Medicare/Fica	\$ 1,379.87	\$ 517.11	37.48%	\$ 1,031.88	\$ 462.73	44.84%
602110	Office Expense	\$ 1,300.00	\$ 922.46	70.96%	\$ 1,836.79	\$ 640.55	34.87%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 725.00	\$ 475.00	65.52%	\$ 725.00	\$ 475.00	65.52%
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ 350.00	\$ -	0.00%	\$ -	\$ -	
608105	Professional Services	\$ 10,000.00	\$ 18,626.26	186.26%	\$ 57,780.70	\$ 51,708.93	89.49%
608125	Advertising/ Business Dev't	\$ 2,400.00	\$ 175.00	7.29%	\$ 3,342.21	\$ 1,892.79	56.63%
609125	Employee/Volunteer Recognitn	\$ 7,500.00	\$ 4,622.92	61.64%	\$ 7,024.49	\$ 6,150.69	87.56%
612105	Vehicle Replacement Charge	\$ 650.00	\$ 325.00	50.00%	\$ 626.00	\$ 313.00	50.00%
612115	Liability Insurance Charge	\$ 3,739.00	\$ 1,869.50	50.00%	\$ 2,515.00	\$ 1,257.50	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 11,553.00	\$ 5,776.50	50.00%	\$ 9,277.00	\$ 4,638.50	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
1410	Personnel/Risk Management Total	\$ 134,618.85	\$ 78,264.29	58.14%	\$ 174,048.83	\$ 110,442.94	63.46%
1430	Liability/Risk Management						
606105	Insurance Premium	\$ 89,000.00	\$ 68,828.60	77.34%	\$ 64,975.00	\$ 64,975.00	100.00%
1430	Liability/Risk Management Total	\$ 89,000.00	\$ 68,828.60	77.34%	\$ 64,975.00	\$ 64,975.00	100.00%

Administration - Vasquez
December 2019 General Fund Expenses (50% of year)

Account Number	Description	FY 19-20			FY 18-19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
101							
1100	City Council						
501105	Salaries-Elected	\$ 52,199.00	\$ 25,093.75	48.07%	\$ 51,394.40	\$ 25,496.05	49.61%
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ 1,472.97	\$ 363.67	24.69%	\$ 744.84	\$ 369.50	49.61%
602100	Special Dept Expense	\$ 9,500.00	\$ 3,843.28	40.46%	\$ 7,053.26	\$ 3,478.61	49.32%
602110	Office Expense	\$ 2,000.00	\$ 67.00	3.35%	\$ 1,060.08	\$ 455.88	43.00%
607100	Membership/Dues	\$ 37,139.00	\$ 13,369.39	36.00%	\$ 36,402.65	\$ 13,189.65	36.23%
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ 10,500.00	\$ 1,894.29	18.04%	\$ 8,739.49	\$ 2,569.00	29.40%
607115	Training	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
609100	Special Events	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ 2,631.00	\$ 1,315.50	50.00%	\$ 1,887.00	\$ 943.50	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
1100	City Council Total	\$ 115,441.97	\$ 45,946.88	39.80%	\$ 107,281.72	\$ 46,502.19	43.35%
1200	City Attorney						
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	\$ 99,440.89	38.25%	\$ 206,896.29	\$ 79,420.61	38.39%
608180	Prosecution/Code Enforcement	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
1200	City Attorney Total	\$ 260,000.00	\$ 99,440.89	38.25%	\$ 206,896.76	\$ 79,421.08	38.39%
1300	City Manager						
501110	Salaries-Regular	\$ 194,613.11	\$ 91,226.07	46.88%	\$ 125,367.63	\$ 69,329.68	55.30%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ 53,021.03	\$ 30,205.70	
502100	Retirement	\$ 17,558.35	\$ 8,218.43	46.81%	\$ 15,018.36	\$ 9,660.23	64.32%
502105	Workers Comp Insurance	\$ 2,511.38	\$ 1,428.28	56.87%	\$ 2,995.52	\$ 1,497.76	50.00%
502110	Health/Life Insurance	\$ 21,767.66	\$ 10,359.75	47.59%	\$ 16,077.25	\$ 9,993.94	62.16%
502115	Unemployment Insurance	\$ 607.60	\$ 71.75	11.81%	\$ 326.45	\$ -	0.00%
502120	Medicare/Fica	\$ 3,071.37	\$ 1,319.09	42.95%	\$ 4,102.28	\$ 2,891.32	70.48%
602110	Office Expense	\$ 930.00	\$ 886.01	95.27%	\$ 578.60	\$ 270.11	46.68%
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	\$ 2,498.64	83.29%	\$ 2,173.60	\$ 1,280.00	58.89%
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 748.00	\$ 374.00	50.00%	\$ 7,646.00	\$ 3,823.00	50.00%
612115	Liability Insurance Charge	\$ 11,621.00	\$ 5,810.50	50.00%	\$ 8,464.00	\$ 4,232.00	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 35,907.00	\$ 17,953.50	50.00%	\$ 31,219.00	\$ 15,609.50	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
1300	City Manager Total	\$ 294,435.47	\$ 140,546.02	47.73%	\$ 268,789.72	\$ 150,593.24	56.03%
1400	City Clerk						
501110	Salaries-Regular	\$ 83,642.85	\$ 41,979.11	50.19%	\$ 78,978.50	\$ 37,697.95	47.73%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 14,322.16	\$ 6,788.04	47.40%	\$ 12,970.84	\$ 6,178.94	47.64%

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	\$ 1,846.71	50.00%	\$ 3,702.44	\$ 1,851.22	50.00%
502110	Health/Life Insurance	\$ 14,623.27	\$ 6,794.21	46.46%	\$ 14,434.14	\$ 7,086.42	49.09%
502115	Unemployment Insurance	\$ 412.30	\$ -	0.00%	\$ 267.19	\$ -	0.00%
502120	Medicare/Fica	\$ 1,258.66	\$ 565.58	44.94%	\$ 1,093.19	\$ 504.24	46.13%
602110	Office Expense	\$ 2,500.00	\$ 359.31	14.37%	\$ 2,224.02	\$ 466.73	20.99%
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	\$ 165.00	31.13%	\$ 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	\$ 1,498.76	24.98%	\$ 2,481.01	\$ 1,441.06	58.08%
608125	Advertising/ Business Dev't	\$ -	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608140	Elections	\$ 133,500.00	\$ 603.48	0.45%	\$ 78,470.92	\$ (2,831.13)	-3.61%
612105	Vehicle Replacement Charge	\$ 618.00	\$ 309.00	50.00%	\$ 626.00	\$ 313.00	50.00%
612115	Liability Insurance Charge	\$ 4,215.00	\$ 2,107.50	50.00%	\$ 2,852.00	\$ 1,426.00	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 13,025.00	\$ 6,512.50		\$ 10,518.00	\$ 5,259.00	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
1400	City Clerk Total	\$ 283,484.65	\$ 73,783.20	26.03%	\$ 213,511.56	\$ 63,860.43	29.91%
102							
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
December 2019 General Fund Expenses (50% of year)

Account Number	Description	Budget	FY 19-20 End Bal	% of Budget	Actual	FY 18-19 YTD Bal	% of Actual
101							
1500	Administrative Services						
501110	Salaries-Regular	\$ 441,603.81	\$ 172,016.54	38.95%	\$ 429,399.70	\$ 211,876.05	49.34%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ 55,107.23	\$ 25,192.66	45.72%	\$ 46,825.29	\$ 20,601.97	44.00%
502100	Retirement	\$ 54,700.72	\$ 23,284.84	42.57%	\$ 52,140.69	\$ 24,962.84	47.88%
502105	Workers Comp Insurance	\$ 4,712.52	\$ 2,356.26	50.00%	\$ 4,739.68	\$ 2,369.84	50.00%
502110	Health/Life Insurance	\$ 42,384.53	\$ 16,281.74	38.41%	\$ 39,356.17	\$ 17,798.72	45.22%
502115	Unemployment Insurance	\$ 3,341.80	\$ 44.69	1.34%	\$ 2,266.27	\$ 100.95	4.45%
502120	Medicare/Fica	\$ 7,032.79	\$ 3,264.56	46.42%	\$ 6,155.67	\$ 2,871.69	46.65%
602100	Special Dept Expense	\$ 19,000.00	\$ 4,576.95	24.09%	\$ 15,471.67	\$ 3,676.83	23.76%
602110	Office Expense	\$ 11,000.00	\$ 2,430.33	22.09%	\$ 9,672.84	\$ 4,016.42	41.52%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 1,512.00	\$ 360.00	23.81%	\$ 1,262.00	\$ 1,262.00	100.00%
607105	Mileage Reimbursement	\$ 200.00	\$ 68.20	34.10%	\$ 113.85	\$ -	0.00%
607110	Travel/Conference/Meetings	\$ 1,875.00	\$ 1,104.00	58.88%	\$ 1,950.98	\$ 1,214.00	62.23%
607115	Training	\$ 645.00	\$ 1,085.00	168.22%	\$ 470.00	\$ 445.00	94.68%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 97,880.00	\$ 45,518.58	46.50%	\$ 58,914.29	\$ 37,112.31	62.99%
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608145	Information Technology	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 1,300.00	\$ 650.00	50.00%	\$ 1,252.00	\$ 626.00	50.00%
612115	Liability Insurance Charge	\$ 25,032.00	\$ 12,516.00	50.00%	\$ 17,830.00	\$ 8,915.00	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 77,346.00	\$ 38,673.00	50.00%	\$ 65,762.00	\$ 32,881.00	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
1500	Administrative Services Total	\$ 844,673.40	\$ 349,423.35	41.37%	\$ 753,583.10	\$ 370,730.62	49.20%
1510	Information Technology						
602113	Social Media	\$ 2,500.00	\$ 114.58	4.58%	\$ 2,557.10	\$ 1,818.37	71.11%
602140	Materials & Supplies	\$ 4,000.00	\$ 3,075.86	76.90%	\$ 5,626.32	\$ 2,300.54	40.89%
603105	Equipment Maintenance	\$ 43,055.13	\$ 32,084.04	74.52%	\$ 36,183.72	\$ 36,183.72	100.00%
608145	Information Technology	\$ 70,000.00	\$ 22,905.40	32.72%	\$ 45,717.81	\$ 20,376.45	44.57%
701105	Equipment-General	\$ 34,000.00	\$ 7,986.07	23.49%	\$ 41,132.04	\$ 9,883.78	24.03%
1510	Information Technology Total	\$ 153,555.13	\$ 66,165.95	43.09%	\$ 131,216.99	\$ 70,562.86	53.78%
1600	Non-Departmental						
501130	Employee Compensation Adjust	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ 39,795.85	\$ -	
502125	Leave Disbursals	\$ -	\$ -		\$ -	\$ -	
602100	Special Dept Expense	\$ 8,746.36	\$ 5,550.66	63.46%	\$ 6,366.31	\$ 2,763.57	43.41%
602110	Office Expense	\$ -	\$ 676.14		\$ -	\$ -	
602115	Postage Clearing Account	\$ -	\$ 4,550.40		\$ (3,746.95)	\$ (1,472.04)	39.29%
602155	Community Promotion	\$ -	\$ -		\$ -	\$ -	
602165	Contingency Reserve	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ 16,000.00	\$ 12,837.01	80.23%	\$ 14,202.05	\$ 6,367.66	44.84%
603125	Vehicle Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ 9,000.00	\$ 1,326.83	14.74%	\$ 7,517.78	\$ 2,972.57	39.54%
607115	Training	\$ 4,000.00	\$ (3,363.36)	-84.08%	\$ 10,464.18	\$ -	0.00%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 48,000.00	\$ 24,000.00	50.00%	\$ 24,000.00	\$ 12,000.00	50.00%
608170	Animal Control Services	\$ -	\$ -		\$ 168,853.14	\$ 83,409.38	49.40%
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			FY 18-19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
800222	Transfer to CDBG	\$ -	\$ -		\$ -	\$ -	
800223	Transfer to Fire Emergency Fnd	\$ -	\$ -		\$ -	\$ -	
800250	Transfer to Fact Grant	\$ 76,000.00	\$ 38,000.00	50.00%	\$ 25,000.00	\$ 12,500.00	50.00%
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 Emplee Benefit Resv	\$ -	\$ -		\$ -	\$ -	
800605	Transfer to Fleet Maintenance	\$ -	\$ -		\$ -	\$ -	
1600	Non-Departmental Total	\$ 194,746.36	\$ 83,577.68	42.92%	\$ 352,958.86	\$ 118,541.14	33.58%
102							
1500	Administrative Services						
608105	Professional Services	\$ 3,000.00	\$ 300.00	10.00%	\$ 4,590.29	\$ 1,790.73	39.01%
1500	Administrative Services Total	\$ 3,000.00	\$ 300.00	10.00%	\$ 4,590.29	\$ 1,790.73	39.01%
1600	Non-Departmental						
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
608175	Crossing Guard Services	\$ -	\$ -		\$ 33,201.19	\$ 12,629.98	38.04%
800101	Transfer To General Fund	\$ -	\$ -		\$ -	\$ -	0.00%
1600	Non-Departmental Total	\$ -	\$ -		\$ 33,201.19	\$ 12,629.98	38.04%

Public Safety - Wren
December 2019 General Fund Expenses (50% of year)

Account Number	Description	FY 19-20			FY 18-19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
101							
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%	\$ -	\$ -	
2100	Law Enforcement						
501110	Salaries-Regular	\$ 88,155.12	\$ 41,062.71	46.58%	\$ 87,287.78	\$ 41,988.37	48.10%
501120	Salaries-Part Time	\$ 19,880.66	\$ 9,804.05	49.31%	\$ 18,320.52	\$ 9,240.54	50.44%
502100	Retirement	\$ 6,100.42	\$ 3,616.49	59.28%	\$ 94,206.98	\$ 91,101.87	96.70%
502105	Workers Comp Insurance	\$ 1,037.21	\$ 518.61	50.00%	\$ 1,047.52	\$ 523.76	50.00%
502110	Health/Life Insurance	\$ 18,240.06	\$ 8,301.87	45.51%	\$ 18,177.69	\$ 8,904.69	48.99%
502115	Unemployment Insurance	\$ 868.00	\$ -	0.00%	\$ 573.98	\$ -	0.00%
502120	Medicare/Fica	\$ 1,757.77	\$ 769.23	43.76%	\$ 1,556.88	\$ 713.59	45.83%
602100	Special Dept Expense	\$ 4,500.00	\$ 946.93	21.04%	\$ 2,699.68	\$ 966.64	35.81%
602102	State CLEEP Expense	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 1,300.00	\$ 317.51	24.42%	\$ 673.30	\$ 167.41	0.00%
602145	Gas/Oil/Lube	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
603110	Building Maintenance	\$ 18,500.00	\$ 7,550.35	40.81%	\$ 16,709.77	\$ 8,901.59	53.27%
604100	Communications	\$ 59,841.00	\$ 24,217.00	40.47%	\$ 52,402.02	\$ 21,946.27	41.88%
604105	Utilities	\$ 28,000.00	\$ 13,308.58	47.53%	\$ 25,598.47	\$ 12,943.41	50.56%
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	\$ -	0.00%	\$ 1,310.62	\$ 425.77	32.49%
607110	Travel/Conference/Meetings	\$ 3,400.00	\$ -	0.00%	\$ 3,376.38	\$ 133.86	3.96%
607115	Training	\$ 700.00	\$ -	0.00%	\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608160	Sheriff Contract Services	\$ 8,057,576.00	\$ 4,028,818.02	50.00%	\$ 8,057,576.00	\$ 4,029,830.28	50.01%
608165	We Tip Reward Program	\$ -	\$ -		\$ -	\$ -	
608170	Animal Control Services	\$ 177,295.79	\$ 86,821.88	48.97%	\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ 5,445.00	\$ 2,722.50	50.00%	\$ 3,844.00	\$ 1,922.00	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 16,823.00	\$ 8,411.50	50.00%	\$ 14,177.00	\$ 7,088.50	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
701105	Equipment-General	\$ -	\$ -		\$ -	\$ -	
702100	Furniture-Office	\$ -	\$ -		\$ -	\$ -	
703100	Vehicle	\$ -	\$ -		\$ -	\$ -	
704100	Facility Improvements	\$ -	\$ -		\$ -	\$ -	
2100	Law Enforcement Total	\$ 8,516,592.03	\$ 4,241,865.23	49.81%	\$ 8,404,216.59	\$ 4,241,476.55	50.47%
2200	Fire Protection						
502100	Retirement	\$ -	\$ -		\$ 69,322.00	\$ 69,322.00	100.00%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608185	Fire Dept Contract	\$ 3,763,097.90	\$ 1,880,676.75	49.98%	\$ 3,759,384.00	\$ 1,879,692.00	50.00%
608190	Contractual Ambulance Svcs	\$ 5,000.00	\$ 474.07	9.48%	\$ 3,580.24	\$ 844.25	23.58%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
704100	Facility Improvements	\$ -	\$ -		\$ -	\$ -	
2200	Fire Protection Total	\$ 3,768,097.90	\$ 1,881,150.82	49.92%	\$ 3,832,286.24	\$ 1,949,858.25	50.88%

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	\$ 53,462.05	46.93%	\$ 62,977.21	\$ 30,848.00	48.98%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ 45,625.15	\$ 21,880.16	47.96%	\$ 25,181.66	\$ 10,460.01	41.54%
502100	Retirement	\$ 14,227.70	\$ 7,763.39	54.57%	\$ 19,052.79	\$ 13,332.95	69.98%
502105	Workers Comp Insurance	\$ 8,381.39	\$ 4,190.70	50.00%	\$ 4,883.84	\$ 2,441.92	50.00%
502110	Health/Life Insurance	\$ 13,111.38	\$ 5,793.23	44.18%	\$ 4,404.55	\$ 2,122.89	48.20%
502115	Unemployment Insurance	\$ 1,714.30	\$ 139.44	8.13%	\$ 796.02	\$ 88.81	11.16%
502120	Medicare/Fica	\$ 2,634.61	\$ 1,109.91	42.13%	\$ 1,346.07	\$ 612.78	45.52%
602110	Office Expense	\$ 13,500.00	\$ 4,180.76	30.97%	\$ 3,592.46	\$ 291.07	8.10%
602130	Clothing	\$ 1,000.00	\$ 142.17	14.22%	\$ 605.47	\$ 551.62	91.11%
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ 700.00	\$ 272.40	38.91%	\$ 654.06	\$ 272.70	41.69%
607100	Membership/Dues	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 20,000.00	\$ 7,476.36	37.38%	\$ 18,292.76	\$ 8,528.32	46.62%
612105	Vehicle Replacement Charge	\$ 4,189.00	\$ 2,094.50	50.00%	\$ 4,119.00	\$ 2,059.50	50.00%
612115	Liability Insurance Charge	\$ 8,041.00	\$ 4,020.50	50.00%	\$ 3,490.00	\$ 1,745.00	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 24,845.00	\$ 12,422.50	50.00%	\$ 12,871.00	\$ 6,435.50	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
4300	Parking Control Total	\$ 271,897.53	\$ 124,948.07	45.95%	\$ 162,266.89	\$ 79,791.07	49.17%
6200	Code Enforcement						
501110	Salaries-Regular	\$ 152,366.56	\$ 71,063.15	46.64%	\$ 150,530.42	\$ 74,465.81	49.47%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 26,111.26	\$ 12,089.63	46.30%	\$ 28,654.74	\$ 15,625.15	54.53%
502105	Workers Comp Insurance	\$ 7,676.78	\$ 3,838.39	50.00%	\$ 8,121.52	\$ 4,060.76	50.00%
502110	Health/Life Insurance	\$ 18,332.86	\$ 8,574.73	46.77%	\$ 18,484.31	\$ 9,161.55	49.56%
502115	Unemployment Insurance	\$ 846.30	\$ -	0.00%	\$ 559.63	\$ -	0.00%
502120	Medicare/Fica	\$ 2,257.50	\$ 1,034.46	45.82%	\$ 2,234.79	\$ 1,089.18	48.74%
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 2,500.00	\$ 1,638.05	65.52%	\$ 2,856.34	\$ 868.15	30.39%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
602160	Code Enforcement Equipment	\$ 1,000.00	\$ 822.44	82.24%	\$ 1,675.21	\$ 64.41	3.84%
603105	Equipment Maintenance	\$ 100.00	\$ -	0.00%	\$ -	\$ -	
604100	Communications	\$ 800.00	\$ 570.23	71.28%	\$ 549.69	\$ 328.33	59.73%
607100	Membership/Dues	\$ 425.00	\$ 475.00	111.76%	\$ 425.00	\$ 371.00	87.29%
607105	Mileage Reimbursement	\$ 100.00	\$ -	0.00%	\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ 1,000.00	\$ 466.79	46.68%	\$ 42.00	\$ 10.00	23.81%
607115	Training	\$ 1,000.00	\$ 341.00	34.10%	\$ 1,153.00	\$ 407.00	35.30%
608100	Contractual Services	\$ -	\$ 1,260.00		\$ -	\$ -	
608180	Prosecution/Code Enforcement	\$ 50,000.00	\$ 41,311.00	82.62%	\$ 65,036.88	\$ 34,726.82	53.40%
612105	Vehicle Replacement Charge	\$ 6,509.00	\$ 3,254.50	50.00%	\$ 6,402.00	\$ 3,201.00	50.00%
612115	Liability Insurance Charge	\$ 7,679.00	\$ 3,839.50	50.00%	\$ 5,724.00	\$ 2,862.00	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 23,726.00	\$ 11,863.00	50.00%	\$ 21,112.00	\$ 10,556.00	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
800101	Transfer To General Fund	\$ -	\$ -		\$ -	\$ -	
6200	Code Enforcement Total	\$ 302,430.26	\$ 162,441.87	53.71%	\$ 313,561.53	\$ 157,797.16	50.32%
102							
2100	Law Enforcement						
501110	Salaries-Regular	\$ 36,639.40	\$ 16,750.37	45.72%	\$ 32,007.43	\$ 15,980.37	49.93%
502100	Retirement	\$ 2,779.01	\$ 1,307.13	47.04%	\$ 2,799,084.26	\$ 202,955.01	7.25%
502105	Workers Comp Insurance	\$ 338.36	\$ 169.18	50.00%	\$ 328.14	\$ 164.07	50.00%
502110	Health/Life Insurance	\$ 295.30	\$ 138.93	47.05%	\$ 1,307.74	\$ 1,157.28	88.49%
502115	Unemployment Insurance	\$ 108.50	\$ -	0.00%	\$ 71.74	\$ -	0.00%
502120	Medicare/Fica	\$ 574.42	\$ 258.90	45.07%	\$ 519.82	\$ 234.32	45.08%
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	\$ 2,042.99	40.86%	\$ 12,385.15	\$ 5,832.29	47.09%
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	\$ 1,451,278.50	46.85%	\$ 2,396,362.85	\$ 1,318,894.20	55.04%
608175	Crossing Guard Services	\$ 40,530.00	\$ 14,520.28	35.83%	\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 10,284.00	\$ 5,142.00	50.00%	\$ 10,114.00	\$ 5,057.00	50.00%
612115	Liability Insurance Charge	\$ 1,846.00	\$ 923.00	50.00%	\$ 1,227.00	\$ 613.50	50.00%
612125	Employee Benefits	\$ 5,705.00	\$ 2,852.50	50.00%	\$ 4,526.00	\$ 2,263.00	50.00%
2100	Law Enforcement Total	\$ 3,201,716.99	\$ 1,495,383.78	46.71%	\$ 5,257,934.13	\$ 1,553,151.04	29.54%
2200	Fire Protection						
501110	Salaries-Regular	\$ 7,327.88	\$ 3,350.12	45.72%	\$ 6,529.71	\$ 3,324.24	50.91%
502100	Retirement	\$ 555.80	\$ 261.36	47.02%	\$ 2,586,760.52	\$ 200,775.65	7.76%
502105	Workers Comp Insurance	\$ 67.67	\$ 33.84	50.01%	\$ 65.64	\$ 32.82	50.00%
502110	Health/Life Insurance	\$ 59.06	\$ 27.79	47.05%	\$ 281.29	\$ 251.21	89.31%
502115	Unemployment Insurance	\$ 21.70	\$ -	0.00%	\$ 14.37	\$ -	0.00%
502120	Medicare/Fica	\$ 114.88	\$ 51.80	45.09%	\$ 105.66	\$ 48.62	46.02%
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	\$ 497,381.25	52.17%	\$ 736,556.00	\$ 368,278.00	50.00%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ 369.00	\$ 184.50	50.00%	\$ 245.00	\$ 122.50	50.00%
612125	Employee Benefits	\$ 1,141.00	\$ 570.50	50.00%	\$ 905.00	\$ 452.50	50.00%
2200	Fire Protection Total	\$ 962,960.09	\$ 501,861.16	52.12%	\$ 3,331,463.19	\$ 573,285.54	17.21%
4300	Parking Control						
501110	Salaries-Regular	\$ 21,983.64	\$ 10,050.25	45.72%	\$ 19,460.90	\$ 9,844.61	50.59%
502100	Retirement	\$ 1,667.40	\$ 784.26	47.03%	\$ 1,440.95	\$ 724.43	50.27%
502105	Workers Comp Insurance	\$ 203.02	\$ 101.51	50.00%	\$ 196.88	\$ 98.44	50.00%
502110	Health/Life Insurance	\$ 177.18	\$ 83.35	47.04%	\$ 824.09	\$ 733.75	89.04%
502115	Unemployment Insurance	\$ 65.10	\$ -	0.00%	\$ 43.05	\$ -	0.00%
502120	Medicare/Fica	\$ 344.65	\$ 155.26	45.05%	\$ 315.50	\$ 144.20	45.71%
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	\$ 554.00	50.00%	\$ 736.00	\$ 368.00	50.00%
612125	Employee Benefits	\$ 3,423.00	\$ 1,711.50	50.00%	\$ 2,715.00	\$ 1,357.50	50.00%
4300	Parking Control Total	\$ 28,971.99	\$ 13,440.13	46.39%	\$ 25,732.37	\$ 13,270.93	51.57%
6200	Code Enforcement						
501110	Salaries-Regular	\$ 142,418.81	\$ 66,260.87	46.53%	\$ 129,364.18	\$ 62,560.76	48.36%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 10,387.44	\$ 4,902.51	47.20%	\$ 9,210.20	\$ 4,442.48	48.23%
502105	Workers Comp Insurance	\$ 4,324.87	\$ 2,162.44	50.00%	\$ 4,311.96	\$ 2,155.98	50.00%
502110	Health/Life Insurance	\$ 9,703.54	\$ 5,130.13	52.87%	\$ 11,611.59	\$ 6,646.97	57.24%
502115	Unemployment Insurance	\$ 651.00	\$ -	0.00%	\$ 430.48	\$ -	0.00%
502120	Medicare/Fica	\$ 2,151.38	\$ 988.66	45.95%	\$ 1,987.58	\$ 912.88	45.93%
602160	Code Enforcement Equipment	\$ -	\$ -		\$ 24.79	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ 7,177.00	\$ 3,588.50	50.00%	\$ 4,838.00	\$ 2,419.00	50.00%

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	\$ 11,088.50	50.00%	\$ 17,844.00	\$ 8,922.00	50.00%
6200	Code Enforcement Total	\$ 198,991.04	\$ 94,121.61	47.30%	\$ 179,622.78	\$ 88,060.07	49.03%

Public Works - Rigg
December 2019 General Fund Expenses (50% of year)

Account Number	Description	FY 19/20			FY 18/19		
		Budget	End Bal	% of Budget	Actual	YTD Balance	% of Actual
101							
3100	Engineering						
501110	Salaries-Regular	\$ 51,917.70	\$ 24,268.24	46.74%	\$ 49,611.62	\$ 23,755.79	47.88%
501115	Salaries-Overtime	\$ -	\$ 209.29		\$ 199.30	\$ 199.30	100.00%
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 3,584.54	\$ 1,623.31	45.29%	\$ 3,287.10	\$ 1,532.15	46.61%
502105	Workers Comp Insurance	\$ 2,220.36	\$ 1,110.18	50.00%	\$ 2,040.48	\$ 1,020.24	50.00%
502110	Health/Life Insurance	\$ 9,480.32	\$ 4,474.67	47.20%	\$ 9,453.51	\$ 4,628.79	48.96%
502115	Unemployment Insurance	\$ 282.10	\$ -	0.00%	\$ 186.55	\$ -	0.00%
502120	Medicare/Fica	\$ 778.83	\$ 346.90	44.54%	\$ 728.04	\$ 338.71	46.52%
602110	Office Expense	\$ 1,000.00	\$ 313.07	31.31%	\$ 1,093.35	\$ 449.45	41.11%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
602140	Materials & Supplies	\$ 3,000.00	\$ 999.57	33.32%	\$ 2,740.94	\$ 1,278.59	46.65%
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 2,000.00	\$ -	0.00%	\$ 1,288.00	\$ 115.00	8.93%
607110	Travel/Conference/Meetings	\$ 1,200.00	\$ 60.00	5.00%	\$ 990.00	\$ 115.00	11.62%
607115	Training	\$ 500.00	\$ -	0.00%	\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 6,500.00	\$ -	0.00%	\$ 1,740.00	\$ 1,740.00	100.00%
608110	Engineering Services	\$ 30,000.00	\$ 19,116.25	63.72%	\$ 29,996.71	\$ 23,890.86	79.64%
608115	Inspection Services	\$ 4,000.00	\$ -	0.00%	\$ -	\$ -	
608120	Plan Checking Services	\$ 10,000.00	\$ 6,618.70	66.19%	\$ 13,327.55	\$ 5,980.15	44.87%
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608155	Storm Water Monitor Program	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 804.00	\$ 402.00	50.00%	\$ 790.00	\$ 395.00	50.00%
612115	Liability Insurance Charge	\$ 2,616.00	\$ 1,308.00	50.00%	\$ 1,686.00	\$ 843.00	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 8,084.00	\$ 4,042.00	50.00%	\$ 6,220.00	\$ 3,110.00	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
701100	Equipment-Office	\$ -	\$ -		\$ -	\$ -	
3100	Engineering Total	\$ 137,967.85	\$ 64,892.18	47.03%	\$ 125,379.15	\$ 69,392.03	55.35%
3200	Public Facilities						
501110	Salaries-Regular	\$ 42,940.80	\$ 20,398.72	47.50%	\$ 41,907.76	\$ 20,007.76	47.74%
501115	Salaries-Overtime	\$ -	\$ 80.06		\$ 199.83	\$ 161.89	81.01%
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 3,207.88	\$ 1,500.94	46.79%	\$ 2,992.98	\$ 1,408.88	47.07%
502105	Workers Comp Insurance	\$ 7,755.71	\$ 3,877.86	50.00%	\$ 6,969.14	\$ 3,484.57	50.00%
502110	Health/Life Insurance	\$ 7,644.56	\$ 3,614.09	47.28%	\$ 7,608.17	\$ 3,730.25	49.03%
502115	Unemployment Insurance	\$ 238.70	\$ -	0.00%	\$ 154.55	\$ -	0.00%
502120	Medicare/Fica	\$ 639.98	\$ 290.55	45.40%	\$ 611.38	\$ 284.94	46.61%
602100	Special Dept Expense	\$ 1,500.00	\$ 918.82	61.25%	\$ 725.64	\$ 14.11	1.94%
602110	Office Expense	\$ 200.00	\$ 18.62	9.31%	\$ 203.20	\$ 108.51	53.40%
602130	Clothing	\$ 3,500.00	\$ 1,838.38	52.53%	\$ 2,667.14	\$ 1,580.41	59.25%
602135	Safety Equipment	\$ 100.00	\$ 69.14	69.14%	\$ 67.45	\$ -	0.00%
602140	Materials & Supplies	\$ 2,500.00	\$ 836.97	33.48%	\$ 2,349.99	\$ 849.06	36.13%
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
603110	Building Maintenance	\$ 100,000.00	\$ 46,733.00	46.73%	\$ 125,625.83	\$ 75,552.34	60.14%
603115	Sprinkler System Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ 23,000.00	\$ 8,196.18	35.64%	\$ 25,372.39	\$ 8,923.22	35.17%
604105	Utilities	\$ 92,500.00	\$ 47,146.93	50.97%	\$ 85,405.53	\$ 42,930.36	50.27%
605105	Perez Site Lease	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ -	\$ -	
608100	Contractual Services	\$ 52,000.00	\$ 22,592.92	43.45%	\$ 57,582.01	\$ 24,202.48	42.03%
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
611110	Oc Sanitation Dist User Fee	\$ 18,000.00	\$ 16,041.74	89.12%	\$ 14,911.94	\$ 14,911.94	100.00%
612105	Vehicle Replacement Charge	\$ 4,325.00	\$ 2,162.50	50.00%	\$ 4,253.00	\$ 2,126.50	50.00%
612115	Liability Insurance Charge	\$ 2,164.00	\$ 1,082.00	50.00%	\$ 1,496.00	\$ 748.00	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 6,687.00	\$ 3,343.50	50.00%	\$ 5,516.00	\$ 2,758.00	50.00%

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	\$ 180,742.92	48.99%	\$ 386,619.93	\$ 203,783.22	52.71%
3400	Parks Maintenance						
501110	Salaries-Regular	\$ 44,784.00	\$ 21,896.79	48.89%	\$ 42,972.09	\$ 21,312.68	49.60%
501115	Salaries-Overtime	\$ -	\$ 718.23		\$ 822.57	\$ 457.18	55.58%
501120	Salaries-Part Time	\$ 7,557.58	\$ 4,796.71	63.47%	\$ 8,206.69	\$ 3,457.15	42.13%
502100	Retirement	\$ 3,463.74	\$ 1,683.00	48.59%	\$ 3,699.23	\$ 2,036.28	55.05%
502105	Workers Comp Insurance	\$ 9,462.10	\$ 4,731.05	50.00%	\$ 10,992.62	\$ 5,496.31	50.00%
502110	Health/Life Insurance	\$ 6,401.38	\$ 3,236.14	50.55%	\$ 7,463.89	\$ 4,299.46	57.60%
502115	Unemployment Insurance	\$ 455.70	\$ -	0.00%	\$ 373.34	\$ 70.18	18.80%
502120	Medicare/Fica	\$ 829.34	\$ 396.97	47.87%	\$ 582.62	\$ 185.48	31.84%
602100	Special Dept Expense	\$ 8,000.00	\$ 4,896.07	61.20%	\$ 1,860.10	\$ 5,424.33	291.61%
602125	Small Tools	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ 12,000.00	\$ 2,232.94	18.61%	\$ 6,977.96	\$ 1,664.61	23.86%
603115	Sprinkler System Maintenance	\$ -	\$ -		\$ -	\$ -	
604105	Utilities	\$ 188,000.00	\$ 73,414.10	39.05%	\$ 159,906.42	\$ 74,962.26	46.88%
608100	Contractual Services	\$ 115,000.00	\$ 47,077.43	40.94%	\$ 119,388.11	\$ 54,082.34	45.30%
612105	Vehicle Replacement Charge	\$ 5,265.00	\$ 2,632.50		\$ 5,179.00	\$ 2,589.50	50.00%
612115	Liability Insurance Charge	\$ 2,625.00	\$ 1,312.50	50.00%	\$ 2,228.00	\$ 1,114.00	50.00%
612125	Employee Benefits	\$ 8,111.00	\$ 4,055.50	50.00%	\$ 8,217.00	\$ 4,108.50	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
3400	Parks Maintenance Total	\$ 411,954.84	\$ 173,079.93	42.01%	\$ 378,869.64	\$ 181,260.26	47.84%
3500	Street Maintenance						
501110	Salaries-Regular	\$ 99,435.00	\$ 47,278.69	47.55%	\$ 94,698.94	\$ 46,788.01	49.41%
501115	Salaries-Overtime	\$ -	\$ 2,062.86		\$ 2,572.44	\$ 1,609.78	62.58%
501120	Salaries-Part Time	\$ 4,723.49	\$ 2,997.95	63.47%	\$ 5,129.21	\$ 2,160.74	42.13%
502100	Retirement	\$ 8,683.10	\$ 4,139.95	47.68%	\$ 8,739.06	\$ 4,586.74	52.49%
502105	Workers Comp Insurance	\$ 19,809.09	\$ 9,904.55	50.00%	\$ 19,462.84	\$ 9,731.42	50.00%
502110	Health/Life Insurance	\$ 17,005.54	\$ 8,043.21	47.30%	\$ 18,402.55	\$ 10,004.41	54.36%
502115	Unemployment Insurance	\$ 748.65	\$ -	0.00%	\$ 571.67	\$ 81.76	14.30%
502120	Medicare/Fica	\$ 1,564.16	\$ 742.92	47.50%	\$ 1,373.41	\$ 612.72	44.61%
602100	Special Dept Expense	\$ 2,787.00	\$ 2,786.56	99.98%	\$ 2,956.13	\$ -	0.00%
602125	Small Tools	\$ 5,000.00	\$ 156.57	3.13%	\$ 6,827.62	\$ 1,989.19	29.13%
602140	Materials & Supplies	\$ 67,000.00	\$ 22,601.81	33.73%	\$ 48,864.44	\$ 20,551.90	42.06%
603105	Equipment Maintenance	\$ 5,000.00	\$ 887.41	17.75%	\$ 1,187.90	\$ 682.07	57.42%
608100	Contractual Services	\$ 45,000.00	\$ 25,479.05	56.62%	\$ 63,010.01	\$ 15,722.83	24.95%
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 11,521.00	\$ 5,760.50	50.00%	\$ 11,331.00	\$ 5,665.50	50.00%
612115	Liability Insurance Charge	\$ 5,186.00	\$ 2,593.00	50.00%	\$ 3,854.00	\$ 1,927.00	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 16,022.00	\$ 8,011.00	50.00%	\$ 14,214.00	\$ 7,107.00	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
3500	Street Maintenance Total	\$ 309,485.03	\$ 143,446.03	46.35%	\$ 303,195.22	\$ 129,221.07	42.62%
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	\$ 23,980.07	19.98%	\$ 84,793.37	\$ 11,394.30	13.44%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
730100	Cctv & Line Cleaning	\$ -	\$ -		\$ -	\$ -	
3600	Storm Drain Maintenance Total	\$ 125,000.00	\$ 23,980.07	19.18%	\$ 84,994.01	\$ 11,394.30	13.41%
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
December 2019 General Fund Expenses (50% 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	\$ 60,875.22	31.60%	\$ 148,484.90	\$ 76,529.88	51.54%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ 13,631.79	\$ 5,458.38	40.04%	\$ 1,453.48	\$ -	0.00%
501125	Salaries-Appointed	\$ 8,999.90	\$ 4,361.49	48.46%	\$ 8,065.29	\$ 4,119.18	51.07%
502100	Retirement	\$ 20,935.05	\$ 5,872.64	28.05%	\$ 16,881.50	\$ 8,400.70	49.76%
502105	Workers Comp Insurance	\$ 2,057.12	\$ 1,028.56	50.00%	\$ 1,731.62	\$ 865.81	50.00%
502110	Health/Life Insurance	\$ 21,408.47	\$ 9,621.71	44.94%	\$ 21,692.16	\$ 10,918.40	50.33%
502115	Unemployment Insurance	\$ 1,388.80	\$ 366.86	26.42%	\$ 1,161.80	\$ 336.01	28.92%
502120	Medicare/Fica	\$ 4,159.94	\$ 1,067.70	25.67%	\$ 2,408.87	\$ 1,212.43	50.33%
602101	Proj Expense	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 1,500.00	\$ 5.73	0.38%	\$ 1,344.88	\$ 1,412.32	105.01%
602120	Books/Periodicals	\$ 800.00	\$ -	0.00%	\$ 352.34	\$ 352.34	100.00%
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	\$ 166.00	8.30%	\$ 174.00	\$ 159.00	91.38%
607115	Training	\$ 1,000.00	\$ -	0.00%	\$ -	\$ -	
608100	Contractual Services	\$ 4,000.00	\$ 393.75	9.84%	\$ 2,625.00	\$ -	0.00%
608105	Professional Services	\$ 70,000.00	\$ 34,616.25	49.45%	\$ 42,990.00	\$ 15,150.00	35.24%
608106	ARRA - Professional Services	\$ -	\$ -		\$ -	\$ -	
608125	Advertising/ Business Dev't	\$ -	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608135	Microfilming	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 650.00	\$ 325.00	50.00%	\$ 626.00	\$ 313.00	50.00%
612115	Liability Insurance Charge	\$ 10,850.00	\$ 5,425.00	50.00%	\$ 6,400.00	\$ 3,200.00	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 33,525.00	\$ 16,762.50	50.00%	\$ 23,606.00	\$ 11,803.00	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
4100	Planning Total	\$ 391,173.07	\$ 146,949.79	37.57%	\$ 281,410.84	\$ 135,185.07	48.04%
4200	Building Regulation						
501110	Salaries-Regular	\$ 56,081.78	\$ 24,541.15	43.76%	\$ 39,903.73	\$ 12,824.93	32.14%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 4,660.34	\$ 1,756.97	37.70%	\$ 4,072.30	\$ 1,797.81	44.15%
502105	Workers Comp Insurance	\$ 546.54	\$ 273.27	50.00%	\$ 537.72	\$ 268.86	50.00%
502110	Health/Life Insurance	\$ 8,507.43	\$ 4,218.28	49.58%	\$ 6,141.96	\$ 1,771.49	28.84%
502115	Unemployment Insurance	\$ 455.70	\$ -	0.00%	\$ 427.26	\$ 125.91	29.47%
502120	Medicare/Fica	\$ 822.84	\$ 358.20	43.53%	\$ 712.34	\$ 295.96	41.55%
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 1,500.00	\$ 347.01	23.13%	\$ 1,788.04	\$ 433.94	24.27%
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	\$ 247,195.75	70.63%	\$ 418,807.41	\$ 189,442.40	45.23%
608120	Plan Checking Services	\$ -	\$ -		\$ -	\$ -	
608125	Advertising/ Business Dev't	\$ -	\$ -		\$ -	\$ -	
608135	Microfilming	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 33.00	\$ 16.50	50.00%	\$ 31.00	\$ 15.50	50.00%
612115	Liability Insurance Charge	\$ 2,826.00	\$ 1,413.00	50.00%	\$ 2,099.00	\$ 1,049.50	50.00%
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	\$ 4,366.50	50.00%	\$ 7,742.00	\$ 3,871.00	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
4200	Building Regulation Total	\$ 435,566.63	\$ 284,861.21	65.40%	\$ 482,577.64	\$ 211,897.30	43.91%
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	\$ 18,003.58	47.57%
502100	Retirement	\$ 6,589.82	\$ 368.53	5.59%	\$ 6,013.28	\$ 2,847.01	47.35%
502105	Workers Comp Insurance	\$ 378.66	\$ 189.33	50.00%	\$ 811.32	\$ 405.66	50.00%
502110	Health/Life Insurance	\$ 494.76	\$ 29.90	6.04%	\$ 519.46	\$ 267.71	51.54%
502115	Unemployment Insurance	\$ 108.50	\$ -	0.00%	\$ 71.76	\$ -	0.00%
502120	Medicare/Fica	\$ 645.04	\$ 85.51	13.26%	\$ 617.39	\$ 271.46	43.97%
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	\$ 374.00	9.35%	\$ 880.00	\$ 130.00	14.77%
607115	Training	\$ 2,000.00	\$ -	0.00%	\$ -	\$ -	
608105	Professional Services	\$ 70,000.00	\$ -	0.00%	\$ 17,118.16	\$ 5,400.00	31.55%
608125	Advertising/ Business Dev't	\$ 15,000.00	\$ 375.00	2.50%	\$ 13,297.81	\$ 1,104.19	8.30%
610210	Business Relations Programs	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 715.00	\$ 357.50	50.00%	\$ 689.00	\$ 344.50	50.00%
612115	Liability Insurance Charge	\$ 2,074.00	\$ 1,037.00	50.00%	\$ 3,004.00	\$ 1,502.00	50.00%
612125	Employee Benefits	\$ 6,408.00	\$ 3,204.00	50.00%	\$ 11,079.00	\$ 5,539.50	50.00%
4400	Business Relations	\$ 155,468.62	\$ 8,510.89	5.47%	\$ 93,926.43	\$ 36,385.61	38.74%

Community Service - Bobadilla
December 2019 General Fund Expenses (50% of year)

Account Number	Description	FY 19/20			FY 18/19		
		Budget	End Bal	% of Budget	Actual	YTD Bal	% of Actual
101							
5100	Parks and Recreation						
501110	Salaries-Regular	\$ 318,560.24	\$ 154,762.03	48.58%	\$ 241,548.87	\$ 108,026.96	44.72%
501115	Salaries-Overtime	\$ -	\$ 119.76		\$ -	\$ -	
501120	Salaries-Part Time	\$ 22,208.58	\$ 27,748.65	124.95%	\$ 39,338.98	\$ 20,632.86	52.45%
501125	Salaries-Appointed	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 28,770.43	\$ 14,100.64	49.01%	\$ 21,839.03	\$ 10,531.66	48.22%
502105	Workers Comp Insurance	\$ 4,247.60	\$ 3,179.77	74.86%	\$ 5,268.06	\$ 2,634.03	50.00%
502110	Health/Life Insurance	\$ 43,530.73	\$ 19,015.09	43.68%	\$ 33,405.89	\$ 17,289.03	51.75%
502115	Unemployment Insurance	\$ 2,712.50	\$ 216.54	7.98%	\$ 2,485.69	\$ 560.80	22.56%
502120	Medicare/Fica	\$ 5,502.63	\$ 2,632.63	47.84%	\$ 4,065.51	\$ 1,857.74	45.70%
602100	Special Dept Expense	\$ 7,727.00	\$ 2,251.37	29.14%	\$ 9,127.54	\$ 3,182.81	34.87%
602101	Proj Expense	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 3,184.00	\$ 1,425.82	44.78%	\$ 2,981.64	\$ 1,457.48	48.88%
602150	Recreation Brochure Mailing	\$ 32,000.00	\$ 15,858.96	49.56%	\$ 31,929.43	\$ 15,116.83	47.34%
603105	Equipment Maintenance	\$ 200.00	\$ -	0.00%	\$ 157.05	\$ -	0.00%
603110	Building Maintenance	\$ 10,400.00	\$ 2,250.00	21.63%	\$ 5,175.00	\$ 2,250.00	43.48%
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	\$ 3,313.00	37.86%
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	\$ 1,525.00	101.67%	\$ 2,179.74	\$ 5.09	0.23%
608100	Contractual Services	\$ -	\$ -		\$ 24,553.37	\$ 8,255.34	33.62%
608105	Professional Services	\$ -	\$ -		\$ 5,038.41	\$ 5,038.41	100.00%
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608150	Contractual Recreation Progm	\$ 20,000.00	\$ 9,577.93	47.89%	\$ 19,921.00	\$ 7,687.10	38.59%
609100	Special Events	\$ 6,645.00	\$ 2,750.01	41.38%	\$ 15,510.60	\$ 1,842.90	11.88%
609115	Excursions	\$ 900.00	\$ 542.56	60.28%	\$ 962.08	\$ -	0.00%
609125	Employee/Volunteer Recognitn	\$ -	\$ -		\$ -	\$ -	
609200	Sr Citizen Program	\$ 2,500.00	\$ 358.99		\$ 16.00	\$ -	0.00%
609210	Youth Committee	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 7,857.00	\$ 3,928.50	50.00%	\$ 7,721.00	\$ 3,860.50	50.00%
612115	Liability Insurance Charge	\$ 15,360.00	\$ 8,881.50	57.82%	\$ 12,536.00	\$ 6,268.00	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 47,460.00	\$ 27,442.00	57.82%	\$ 46,238.00	\$ 23,119.00	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
702105	Furniture- General	\$ -	\$ -		\$ -	\$ -	
5100	Parks and Recreation Total	\$ 585,635.71	\$ 298,732.75	51.01%	\$ 550,386.47	\$ 248,715.12	45.19%
5200	Community Services Ctr (Beach)						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ 10,405.29	\$ 4,435.86	42.63%	\$ 9,080.91	\$ 4,209.55	46.36%
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ 537.79	\$ 268.90	50.00%	\$ 535.58	\$ 267.79	50.00%
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ 282.10	\$ -	0.00%	\$ 186.50	\$ -	0.00%
502120	Medicare/Fica	\$ 243.97	\$ 67.03	27.47%	\$ 137.38	\$ 63.78	46.43%
602100	Special Dept Expense	\$ 2,820.00	\$ 1,604.24	56.89%	\$ 3,858.01	\$ 1,043.57	27.05%
602110	Office Expense	\$ 2,000.00	\$ 584.12	29.21%	\$ 1,924.63	\$ 278.60	14.48%
602150	Recreation Brochure Mailing	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ 200.00	\$ 22.63	11.32%	\$ 199.54	\$ 107.74	53.99%

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	\$ 2,186.68	5.18%	\$ 7,192.13	\$ 2,724.14	37.88%
604100	Communications	\$ -	\$ -		\$ -	\$ -	
604105	Utilities	\$ 10,200.00	\$ 2,379.31	23.33%	\$ 10,078.15	\$ 3,374.17	33.48%
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	\$ 211.50	50.00%	\$ 407.00	\$ 203.50	50.00%
612115	Liability Insurance Charge	\$ 524.00	\$ 262.00	50.00%	\$ 357.00	\$ 178.50	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 1,620.00	\$ 810.00	50.00%	\$ 1,317.00	\$ 658.50	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
5200	Community Services Ctr (Beach)	\$ 71,456.15	\$ 12,832.27	17.96%	\$ 35,273.83	\$ 13,109.84	37.17%
5300	Stanton Central Park						
501110	Salaries-Regular	\$ 41,500.00	\$ 14,620.65	35.23%			
501120	Salaries-Part Time	\$ 113,654.00	\$ 54,054.12	47.56%	\$ 132,187.58	\$ 59,519.40	45.03%
502105	Workers Comp Insurance	\$ 7,106.94	\$ 3,553.47	50.00%	\$ 7,724.32	\$ 3,862.16	50.00%
502115	Unemployment Insurance	\$ 3,038.00	\$ 299.15	9.85%	\$ 2,494.59	\$ 164.58	6.60%
502120	Medicare/Fica	\$ 2,991.24	\$ 1,057.88	35.37%	\$ 1,975.62	\$ 886.87	44.89%
602100	Special Dept Expense	\$ 4,000.00	\$ 873.26	21.83%	\$ 3,854.95	\$ 328.73	8.53%
602110	Office Expense	\$ 2,000.00	\$ 86.02	4.30%	\$ 2,225.24	\$ -	0.00%
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
604105	Utilities	\$ 6,000.00	\$ 288.53	4.81%	\$ 5,361.65	\$ 1,783.89	33.27%
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	\$ 2,538.00	50.00%
612125	Employee Benefits	\$ 21,357.00	\$ 10,678.50	50.00%	\$ 18,721.00	\$ 9,360.50	50.00%
5300	Stanton Central Park	\$ 208,559.18	\$ 88,967.58	42.66%	\$ 179,620.95	\$ 78,444.13	43.67%
102							
5100	Parks and Recreation						
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ 491.85		\$ 18,624.55	\$ 8,807.44	47.29%
502105	Workers Comp Insurance	\$ -	\$ -		\$ 1,460.06	\$ 730.03	50.00%
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ 748.19	\$ 422.77	56.51%
502120	Medicare/Fica	\$ -	\$ 7.13		\$ 269.99	\$ 127.67	47.29%
602140	Materials & Supplies	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ 935.00	\$ 467.50	50.00%
612125	Employee Benefits	\$ -	\$ -		\$ 3,448.00	\$ 1,724.00	50.00%
5100	Parks and Recreation	\$ -	\$ 498.98		\$ 25,485.79	\$ 12,279.41	48.18%

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 14, 2020

SUBJECT: ZONE CHANGE (AZC) 19-03, AN URGENCY ORDINANCE AND A NON-URGENCY ORDINANCE AMENDING TITLE 20 OF THE STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

REPORT IN BRIEF:

Zone Change (AZC) 19-03 is a proposed ordinance to amend Title 20 (Zoning), section 20.400.330 and other sections of the Stanton Municipal Code (SMC), regarding Accessory Dwelling Units (ADU). The ADU regulations are modified in compliance with the provisions of Government Code sections 65852.2 and 65852.22 as amended by recently approved legislation that will take effect on January 1, 2020. The Planning Commission held a public hearing on December 18, 2019 and recommended adoption of the urgency ordinance and non-urgency ordinance to the City Council.

RECOMMENDED ACTION:

1. City Council adopt Urgency Ordinance No. 1096 amending Title 20 of the Stanton Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units, entitled:

“AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING TITLE 20 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA”; and

2. Consider and introduce Ordinance No. 1097, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING TITLE 20 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA”; and

3. Set said Ordinance No. 1097 for adoption at the January 28, 2020 meeting.

BACKGROUND

An ADU is a secondary dwelling unit with complete independent living facilities for one or more persons and generally takes the following forms:

- Detached: The unit is separated from the primary structure
- Attached: The unit is attached to the primary structure
- Repurposed Existing Space: Space (e.g., master bedroom) within the primary residence is converted into an independent living unit
- Junior Accessory Dwelling Units (JADU): Similar to repurposed space with various streamlining measures

The California legislature has determined that allowing accessory dwelling units (ADUs) in residential zones provides additional rental housing and helps in addressing housing needs in California. Over the years, ADU law has been revised to be more effective and further reduce barriers, streamline approval and expand capacity to accommodate the development of ADUs.

State legislation that took effect January 1, 2017 gave California cities more flexibility and latitude for allowing homeowners to build ADUs. Since 2017, Stanton has issued 30 permits for ADUs, including attached, detached and repurposed existing space. More recently, the California Legislature approved and the Governor signed into law, a number of bills ("New ADU Laws") that amended Government Code section 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs. The New ADU Laws take effect January 1, 2020, and, if the City's ADU ordinance does not comply with the New ADU Laws, the City's ordinance becomes null and void on that date as a matter of law.

Overall, changes to the statutes related to ADUs and JADUs reduce the restrictions in which a local agency may impose on these units. For example, new state law requires a local agency to approve/deny a permit application for ADUs or JADUs within 60 days rather than 120 days as previously implemented. Agencies must also permit a minimum 800 square foot ADU by-right and ADUs must now be permitted in any zone where a residential use is permitted. Clarification was also included that any covered parking structure that is demolished for conversion to an ADU is not required to be replaced.

While the City can make minor changes to their ordinance, these changes would not be more restrictive. For example, the City can allow a maximum size of the ADU larger than 800 square feet, but cannot make it more restrictive. The draft ordinance would permit a detached or attached ADU of 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms.

As is intended by the State government, new standards have paved the way for a steady increase in ADU development throughout the state. The proposed ordinance amends the City's local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22.

SUMMARY

It is important to note that failure to comply with Government Code sections 65852.2 and 65852.22 (as amended) as of January 1, 2020 renders the City's ordinance regulating ADUs and JADUs null and void, thereby limiting the City to the application of the few default standards provided in Government Code sections 65852.2 and 65852.22 for the approval of ADUs and JADUs. The approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety.

The attached draft ordinances (Attachments A and B) include changes to the Stanton Municipal Code Title 20 substantially in the form attached. The ADU code amendments are proposed for adoption by both urgency ordinances, in accordance with Government Code section 36937, subdivision (b), and, in parallel, by non-urgency ordinance. This would ensure that the timeframe without a City initiated ordinance is minimized.

FISCAL IMPACT:

No fiscal impact.

ENVIRONMENTAL IMPACT:

Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of appurtenant accessory structures and garages as examples of activity that expressly falls within this exemption. Here, the ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the conversion of existing structures into, and the new construction of, ADUs and JADUs, which are, by definition, structures that are accessory to a primary dwelling on the lot. Moreover, the City Council finds that none of the "exceptions" to the use of the Class 3 exemption, set forth in State CEQA Guidelines section 15300.2, apply here.

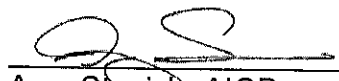
PUBLIC NOTIFICATION:

Posted at three public places, and made public through the agenda-posting process.

STRATEGIC PLAN:

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

Prepared by:


Amy Stonich, AICP
City Planner

Approved by:


Jarad L. Hildenbrand
City Manager

ATTACHMENTS:

- A. Draft Urgency Ordinance No. 1096
- B. Draft (Non-urgency) Ordinance No. 1097
- C. PC Resolution No. 2520
- D. Existing SMC Section 20.400.330 Accessory Dwelling Units

URGENCY ORDINANCE NO. 1096

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING TITLE 20 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

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

WHEREAS, the Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs");

WHEREAS, in 2019, the California Legislature approved, and the Governor signed into law a number of bills ("New ADU Laws") that, among other things, amended Government Code section 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs;

WHEREAS, the New ADU Laws take effect January 1, 2020, and if the City's ADU ordinance does not comply with the New ADU Laws, the City's ordinance becomes null and void on that date as a matter of law;

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22;

WHEREAS, there is a current and immediate threat to the public health, safety, or welfare based on the passage the New ADU Laws because if the City's ordinance does not comply with Government Code sections 65852.2 and 65852.22 (as amended) as of January 1, 2020 and the City's ordinance regulating ADUs and JADUs becomes null and void, the City would thereafter be limited to applying the few default standards that are provided in Government Code sections 65852.2 and 65852.22 for the approval of ADUs and JADUs;

WHEREAS, the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety. These threats to public safety, health, and welfare justify adoption of this ordinance as an urgency ordinance to be effective immediately upon adoption by a four-fifths vote of the City Council; and

WHEREAS, to protect the public safety, health, and welfare, the City Council may adopt this ordinance as an urgency measure in accordance with Government Code section

36937, subdivision (b), after consideration and recommendation by the City's Planning Commission.

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

Section 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of appurtenant accessory structures and garages as examples of activity that expressly falls within this exemption. Here, the ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the conversion of existing structures into, and the new construction of, ADUs and JADUs, which are, by definition, structures that are accessory to a primary dwelling on the lot. Moreover, the City Council finds that none of the "exceptions" to the use of the Class 3 exemption, set forth in State CEQA Guidelines section 15300.2, apply here. Specifically, the City Council finds that the ordinance will:

- (1) Not result in the construction of ADUs or JADUs within a particularly sensitive environment because these accessory structures will necessarily be built on a lot already developed with a primary dwelling;
- (2) Not result in a potentially significant cumulative impact in that accessory dwelling units are permitted in residential zones. Such accessory dwellings contribute needed housing to the community's housing stock, including enhancing housing opportunities on single family lots near transit;
- (3) Not result in a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances in that accessory dwelling units are a residential use which is consistent with the General Plan objectives and zoning regulations. Further, ADUs are statutorily exempt under the Class 3 Exemption for the construction of appurtenant accessory structures and garages;
- (4) Not result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway in that Stanton has no scenic

highways and lacks natural resources such as beaches, wetlands, state or national parks. Therefore, there is no impact to scenic resources;

(5) Not be located on a hazardous waste site included on any list compiled pursuant to § 65962.5 of the Government Code in that no property zoned residential is located on a hazardous waste site; or

(6) Not result in a substantial adverse change in the significance of a historical resource in that historical resources are subject to separate permitting system.

Section 3. Title 20 of the Stanton Municipal Code is hereby amended and restated as provided in Exhibit "A", attached hereto and incorporated herein by reference.

Section 4. This ordinance takes effect immediately upon its adoption.

Section 5. The City Clerk shall either: (a) have this ordinance published in a newspaper of general circulation within 15 days after its adoption or (b) have a summary of this ordinance published twice in a newspaper of general circulation, once five days before its adoption and again within 15 days after its adoption.

Section 6. The City Clerk shall submit a copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

Section 7. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

(Continues on next page)

PASSED, APPROVED, AND ADOPTED this 14th day of January, 2020.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA 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. 1096 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 14th day of January, 2020, and thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 28th day of January, 2020, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

EXHIBIT A

Amendments to Municipal Code

(follows this page)

Ordinance No. 1096

Exhibit A

- A. Stanton Municipal Code Title 20 Section 20.400.330 Accessory Dwelling Units is hereby deleted in its entirety and restated to read as follows:**

Section 20.400.330 Accessory Dwelling Units

- A. Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22.
- B. Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
- (1) Deemed to be inconsistent with the City's General Plan and zoning designation for the lot on which the ADU or JADU is located.
 - (2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 - (3) Considered in the application of any local ordinance, policy, or program to limit residential growth.
 - (4) Required to correct a nonconforming zoning condition, as defined in subsection C(7) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
- C. Definitions.** As used in this section, terms are defined as follows:
- (1) "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - (A) An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - (B) A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
 - (2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot. Refer to Section 20.700.070.
 - (3) "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
 - (4) "Efficiency kitchen" means a kitchen that includes each of the following:

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- (A) A cooking facility with appliances.
- (B) A food preparation counter or counters that total at least 15 square feet in area.
- (C) Food storage cabinets that total at least 30 square feet of shelf space.
- (5) “Junior accessory dwelling unit” or “JADU” means a residential unit that
 - (A) is no more than 500 square feet in size,
 - (B) is contained entirely within an existing or proposed single-family structure,
 - (C) includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure, and
 - (D) includes an efficiency kitchen, as defined in subsection C(4) above
- (6) “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (7) “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
- (8) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- (9) “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- (10) “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- (11) “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. Approvals. The following approvals apply to ADUs and JADUs under this section:

- (1) **Building-permit Only.** If an ADU or JADU complies with each of the general requirements in subsection E below, it is allowed with only a building permit in the following scenarios:
 - (A) **Converted on Single-family Lot:** Only one ADU or JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

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- (i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
 - (ii) Has exterior access that is independent of that for the single-family dwelling.
 - (iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
 - (B) **Limited Detached on Single-family Lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection D(1)(A) above), if the detached ADU satisfies the following limitations:
 - (i) The side- and rear-yard setbacks are at least four-feet.
 - (ii) The total floor area is 800 square feet or smaller.
 - (iii) The peak height above grade is 16 feet or less.
 - (C) **Converted on Multifamily Lot:** Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. At least one converted ADU is allowed within an existing multifamily dwelling, and up to 25 percent of the existing multifamily dwelling units may each have a converted ADU under this paragraph.
 - (D) **Limited Detached on Multifamily Lot:** No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:
 - (i) The side- and rear-yard setbacks are at least four-feet.
 - (ii) The total floor area is 800 square feet or smaller.
- (2) **ADU Permit.**
- (A) Except as allowed under subsection (1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections E and F below.

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- (B) The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU-permit processing fee is determined by the Director and approved by the City Council by resolution.

(3) **Process and Timing.**

- (A) An ADU permit is considered and approved ministerially, without discretionary review or a hearing.
- (B) The City must act on an application to create an ADU or JADU within 60 days from the date that the City receives a completed application, unless either:
 - (i) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - (ii) In the case of a JADU and the application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the JADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the JADU will still be considered ministerially without discretionary review or a hearing.

E. **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsections D(1) or D(2) above:

(1) **Zoning.**

- (A) An ADU or JADU subject only to a building permit under subsection D(1) above may be created on a lot in a residential or mixed-use zone that allows residential uses.
- (B) An ADU or JADU subject to an ADU permit under subsection D(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

- (2) **Fire Sprinklers.** Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
- (3) **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days.
- (4) **No Separate Conveyance.** An ADU or JADU may be rented long-term, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the

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primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

- (5) **Septic System.** If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- (6) **Owner Occupancy.**
 - (A) All ADUs created before January 1, 2020, are subject to the owner-occupancy requirement that was in place when the ADU was created.
 - (B) An ADU that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.
 - (C) All ADUs that are created on or after January 1, 2025, are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
 - (D) All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.
- (7) **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
 - (A) The ADU or JADU may not be sold separately from the primary dwelling.
 - (B) The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
 - (C) The deed restriction runs with the land and may be enforced against future property owners.
 - (D) The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been

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eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.

- (E) The deed restriction is enforceable by the Director or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

F. **Specific ADU Requirements.** The following requirements apply only to ADUs that require an ADU permit under subsection D(2) above.

(1) Maximum Size.

- (A) The maximum size of a detached or attached ADU subject to this subsection F is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms. No more than two bedrooms are allowed.
- (B) An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
- (C) Application of other development standards in this subsection F, such as FAR or lot coverage, might further limit the size of the ADU, but no application of FAR, lot coverage, or open-space requirements may require the ADU to be less than 800 square feet.

- (2) **Floor Area Ratio (FAR).** No ADU subject to this subsection F may cause the total FAR of the lot to exceed, subject to subsection F(1)(C) above.

FAR/Target Range	General GLMX	North Gateway NGMX	South Gateway SGMX
Target Density Range	<i>Density range for residential uses expressed as dwelling units per NET acre.</i>		
Residential Uses	25 - 45 du/ac	25 - 45 du/ac	30 - 60 du/ac
Target Intensity Range	<i>Floor area ratio (FAR) for nonresidential uses</i>		
Nonresidential Uses (1)	1.0 - 2.0	1.0 - 2.0	1.5 - 3.0

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- (3) **Lot Coverage.** No ADU subject to this subsection F may cause the total lot coverage of the lot to exceed the following coverage, subject to subsection F(1)(C) above.

Lot Coverage	RE	RL	RM	RH
Interior Lot	30%	40%	50%	65%
Corner Lot	35%	45%	50%	65%

- (4) **Impervious surface coverage.** Maximum percentage of the total gross lot area that may be covered by structures and impervious surfaces shall not exceed 70 percent, subject to subsection F(1)(C) above.

(5) **Height.**

- (A) A single-story attached or detached ADU may not exceed 16 feet in height above grade, measured to the peak of the structure.
- (B) A second story or two-story attached ADU may not exceed the height of the primary dwelling.
- (C) A detached ADU may not exceed one story.

- (6) **Passageway.** No passageway, as defined by subsection C(8) above, is required for an ADU.

(7) **Parking.**

- (A) Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection C(11) above.
- (B) Exceptions. No parking under subsection F(7)(A) is required in the following situations:
- (i) The ADU is located within one-half mile walking distance of public transit, as defined in subsection C(10) above.
- (ii) The ADU is located within an architecturally and historically significant historic district.
- (iii) The ADU is part of the proposed or existing primary residence (single-family converted ADUs, not multifamily converted) or an accessory structure under subsection D(1)(A) above.
- (iv) When on-street parking permits are required but not offered to the occupant of the ADU.

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- (v) When there is an established car share vehicle stop located within one block of the ADU.

- (C) No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those offstreet parking spaces are not required to be replaced.

(8) Architectural Requirements.

- (A) An accessory dwelling unit may be attached or detached from the primary dwelling unit, or located within the living area of the existing dwelling.
- (B) An accessory dwelling unit shall be compatible with the design of the primary dwelling unit in terms of height, bulk, architectural character, materials, color, and landscaping treatment.
- (C) An entrance to an accessory dwelling unit shall not be visible from the public right-of-way.
- (D) For garage conversions, garage doors must be removed and architecturally integrated with the primary dwelling or structure to which it is located.

G. Fees.

(1) Impact Fees.

- (A) No impact fee is required for an ADU that is less than 750 square feet in size.
- (B) Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.) "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.

(2) Utility Fees.

- (A) Converted ADUs and JADUs on a single-family lot, created under subsection D(1)(A) above, are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required unless the ADO or JADU is constructed with a new single-family home.
- (B) All ADUs and JADUs not covered by subsection G(2)(A) above require a new, separate utility connection directly between the ADU or JADU and the utility. The connection is subject to a connection fee or capacity charge

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that is proportionate to the burden created by the ADU or JADU, based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system. The fee or charge may not exceed the reasonable cost of providing this service.

B. Stanton Municipal Code Title 20 Section 20.410.020 Applicability is amended as follows:

B. The standards in this Chapter shall not apply to the following:

1. Accessory structures used for animal-keeping purposes that comply with Section 20.400.040 (Animal Keeping);
2. Detached accessory units used for living purposes that comply with Section 20.400.340 20.400.330 (Accessory Dwelling Units);

C. Stanton Municipal Code Title 20 Section 20.410.050 Accessory Structures in Residential Zones is amended as follows:

20.410.050 Accessory Structures in Residential Zones

B. Detached accessory structures.

1. The use of an accessory structure as a dwelling unit, sleeping quarters, or a housekeeping unit is prohibited, except for an accessory dwelling unit approved in compliance with Section 20.400.340 20.400.330 (Accessory Dwelling Units)

D. Stanton Municipal Code Title 20 Section 20.210.020 Residential Zone Land Uses and Permit Requirements is amended as follows:

Accessory Dwelling Units (1)	P	P	P (+)	P (+)	20.400.330
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Accessory Residential Structures/Uses

- 1) Accessory dwelling units are ~~only~~ allowed in ~~the RM and RH~~ any zones on a lot where a ~~single-family dwelling unit exists as of the date of adoption of this Zoning Code~~ a residential use is permitted.

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E. Stanton Municipal Code Title 20 Section 20.700.070 Other Uses is amended as follows:

Also includes the indoor storage of automobiles (including their incidental noncommercial restoration and repair), personal recreational vehicles and other personal property, accessory to a residential use. Does not include: accessory second dwelling units (“Second Accessory Dwelling Units”); guest houses (“Guest Houses”); or home satellite dish and other receiving antennas for earth-based TV and radio broadcasts (“Satellite/Dish and Amateur Radio Antenna”).

F. Stanton Municipal Code Title 20 Section 20.700.090 Residential Uses is amended as follows:

4. Accessory Dwelling Unit. ~~A detached or attached permanent residential dwelling unit that is accessory to a principal dwelling on the same site. An accessory dwelling unit provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, sanitation, and parking. Refer to section 20.400.330~~

G. Stanton Municipal Code Title 20 Section 20.710.050 “E” Definitions is amended as follows:

Efficiency Unit. ~~See “Studio Apartment.”~~ as defined by Section 17958.1 of the California Health and Safety Code.

ORDINANCE NO. 1097

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING TITLE 20 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

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

WHEREAS, the Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"); and

WHEREAS, in 2019, the California Legislature approved, and the Governor signed into law a number of bills ("New ADU Laws") that, among other things, amended Government Code section 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, the New ADU Laws take effect January 1, 2020, and if the City's ADU ordinance does not comply with the New ADU Laws, the City's ordinance becomes null and void on that date as a matter of law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22; and

WHEREAS, failure to comply with Government Code sections 65852.2 and 65852.22 (as amended) as of January 1, 2020 renders the City's ordinance regulating ADUs and JADUs null and void, thereby limiting the City to the application of the few default standards provided in Government Code sections 65852.2 and 65852.22 for the approval of ADUs and JADUs; and

WHEREAS, the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety.

WHEREAS, the City Council has reviewed and considered the public testimony and agenda reports prepared in connection with this ordinance, including the policy considerations discussed therein, and the consideration and recommendation by the City's Planning Commission; and

WHEREAS, in accordance with the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (Cal.

Code Regs., tit. 14, § 15000 et seq.), the City has determined that the revisions to the Stanton Municipal Code are exempt from environmental review.

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

Section 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of appurtenant accessory structures and garages as examples of activity that expressly falls within this exemption. Here, the ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the conversion of existing structures into, and the new construction of, ADUs and JADUs, which are, by definition, structures that are accessory to a primary dwelling on the lot. Moreover, the City Council finds that none of the "exceptions" to the use of the Class 3 exemption, set forth in State CEQA Guidelines section 15300.2, apply here. Specifically, the City Council finds that the ordinance will:

- (1) Not result in the construction of ADUs or JADUs within a particularly sensitive environment because these accessory structures will necessarily be built on a lot already developed with a primary dwelling;
- (2) Not result in a potentially significant cumulative impact in that accessory dwelling units are permitted on lots developed or proposed to be developed with single family dwellings. Such accessory dwellings contribute needed housing to the community's housing stock, including enhancing housing opportunities on single family lots near transit;
- (3) Not result in a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances in that accessory dwelling units are a residential use which is consistent with the General Plan objectives and zoning regulations. Further, ADUs are statutorily exempt under the Class 3 Exemption for the construction of appurtenant accessory structures and garages;
- (4) Not result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway in that Stanton has no scenic

- highways and lacks natural resources such as beaches, wetlands, state or national parks. Therefore, there is no impact to scenic resources;
- (5) Not be located on a hazardous waste site included on any list compiled pursuant to § 65962.5 of the Government Code in that no property zoned residential is located on a hazardous waste site; or
 - (6) Not result in a substantial adverse change in the significance of a historical resource in that historical resources are subject to separate permitting system.

Section 3. Title 20 of the Stanton Municipal Code is hereby amended and restated as provided in Exhibit "A", attached hereto and incorporated herein by reference.

Section 4. This ordinance shall take effect 30 days following its adoption.

Section 5. The City Clerk shall either: (a) have this ordinance published in a newspaper of general circulation within 15 days after its adoption or (b) have a summary of this ordinance published twice in a newspaper of general circulation, once five days before its adoption and again within 15 days after its adoption.

Section 6. The City Clerk shall submit a copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

Section 7. The City Council hereby directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption within five working days of first reading of this ordinance.

Section 8. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

Section 9. The documents and materials that constitute the record of proceedings on which this Ordinance and the above findings have been based are located at Community Development Department, 7800 Katella Avenue, Stanton, California.

(Continues on next page)

PASSED, APPROVED, AND ADOPTED this 14th day of January, 2020.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA 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. 1096 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 14th day of January, 2020, and thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 28th day of January, 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

EXHIBIT A

Amendments to Municipal Code

(follows this page)

- A. Stanton Municipal Code Title 20 Section 20.400.330 Accessory Dwelling Units is hereby deleted in its entirety and restated to read as follows:**

Section 20.400.330 Accessory Dwelling Units

- A. Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22.
- B. Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
- (1) Deemed to be inconsistent with the City's General Plan and zoning designation for the lot on which the ADU or JADU is located.
 - (2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 - (3) Considered in the application of any local ordinance, policy, or program to limit residential growth.
 - (4) Required to correct a nonconforming zoning condition, as defined in subsection C(7) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
- C. Definitions.** As used in this section, terms are defined as follows:
- (1) "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - (A) An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - (B) A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
 - (2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot. Refer to Section 20.700.070.
 - (3) "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
 - (4) "Efficiency kitchen" means a kitchen that includes each of the following:

- (i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
 - (ii) Has exterior access that is independent of that for the single-family dwelling.
 - (iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
 - (B) **Limited Detached on Single-family Lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection D(1)(A) above), if the detached ADU satisfies the following limitations:
 - (i) The side- and rear-yard setbacks are at least four-feet.
 - (ii) The total floor area is 800 square feet or smaller.
 - (iii) The peak height above grade is 16 feet or less.
 - (C) **Converted on Multifamily Lot:** Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. At least one converted ADU is allowed within an existing multifamily dwelling, and up to 25 percent of the existing multifamily dwelling units may each have a converted ADU under this paragraph.
 - (D) **Limited Detached on Multifamily Lot:** No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:
 - (i) The side- and rear-yard setbacks are at least four-feet.
 - (ii) The total floor area is 800 square feet or smaller.
- (2) **ADU Permit.**
- (A) Except as allowed under subsection (1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections E and F below.

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primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

- (5) **Septic System.** If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- (6) **Owner Occupancy.**
 - (A) All ADUs created before January 1, 2020, are subject to the owner-occupancy requirement that was in place when the ADU was created.
 - (B) An ADU that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.
 - (C) All ADUs that are created on or after January 1, 2025, are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
 - (D) All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.
- (7) **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
 - (A) The ADU or JADU may not be sold separately from the primary dwelling.
 - (B) The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
 - (C) The deed restriction runs with the land and may be enforced against future property owners.
 - (D) The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been

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- (3) **Lot Coverage.** No ADU subject to this subsection F may cause the total lot coverage of the lot to exceed the following coverage, subject to subsection F(1)(C) above.

Lot Coverage	RE	RL	RM	RH
Interior Lot	30%	40%	50%	65%
Corner Lot	35%	45%	50%	65%

- (4) **Impervious surface coverage.** Maximum percentage of the total gross lot area that may be covered by structures and impervious surfaces shall not exceed 70 percent, subject to subsection F(1)(C) above.
- (5) **Height.**
- (A) A single-story attached or detached ADU may not exceed 16 feet in height above grade, measured to the peak of the structure.
- (B) A second story or two-story attached ADU may not exceed the height of the primary dwelling.
- (C) A detached ADU may not exceed one story.
- (6) **Passageway.** No passageway, as defined by subsection C(8) above, is required for an ADU.
- (7) **Parking.**
- (A) Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection C(11) above.
- (B) Exceptions. No parking under subsection F(7)(A) is required in the following situations:
- (i) The ADU is located within one-half mile walking distance of public transit, as defined in subsection C(10) above.
- (ii) The ADU is located within an architecturally and historically significant historic district.
- (iii) The ADU is part of the proposed or existing primary residence (single-family converted ADUs, not multifamily converted) or an accessory structure under subsection D(1)(A) above.
- (iv) When on-street parking permits are required but not offered to the occupant of the ADU.

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that is proportionate to the burden created by the ADU or JADU, based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system. The fee or charge may not exceed the reasonable cost of providing this service.

B. Stanton Municipal Code Title 20 Section 20.410.020 Applicability is amended as follows:

B. The standards in this Chapter shall not apply to the following:

1. Accessory structures used for animal-keeping purposes that comply with Section 20.400.040 (Animal Keeping);
2. Detached accessory units used for living purposes that comply with Section ~~20.400.340~~ 20.400.330 (Accessory Dwelling Units);

C. Stanton Municipal Code Title 20 Section 20.410.050 Accessory Structures in Residential Zones is amended as follows:

20.410.050 Accessory Structures in Residential Zones

B. Detached accessory structures.

1. The use of an accessory structure as a dwelling unit, sleeping quarters, or a housekeeping unit is prohibited, except for an accessory dwelling unit approved in compliance with Section ~~20.400.340~~ 20.400.330 (Accessory Dwelling Units)

D. Stanton Municipal Code Title 20 Section 20.210.020 Residential Zone Land Uses and Permit Requirements is amended as follows:

Accessory Dwelling Units <u>(1)</u>	P	P	P (1)	P (1)	20.400.330
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Accessory Residential Structures/Uses

- 1) Accessory dwelling units are ~~only allowed in the RM and RH~~ any zones on a lot where a ~~single-family dwelling unit exists as of the date of adoption of this Zoning Code~~ a residential use is permitted.

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- A. Stanton Municipal Code Title 20 Section 20.400.330 Accessory Dwelling Units is hereby deleted in its entirety and restated to read as follows:**

Section 20.400.330 Accessory Dwelling Units

- A. Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22.
- B. Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
- (1) Deemed to be inconsistent with the City's General Plan and zoning designation for the lot on which the ADU or JADU is located.
 - (2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 - (3) Considered in the application of any local ordinance, policy, or program to limit residential growth.
 - (4) Required to correct a nonconforming zoning condition, as defined in subsection C(7) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
- C. Definitions.** As used in this section, terms are defined as follows:
- (1) "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - (A) An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - (B) A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
 - (2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot. Refer to Section 20.700.070.
 - (3) "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
 - (4) "Efficiency kitchen" means a kitchen that includes each of the following:

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- (A) A cooking facility with appliances.
- (B) A food preparation counter or counters that total at least 15 square feet in area.
- (C) Food storage cabinets that total at least 30 square feet of shelf space.
- (5) “Junior accessory dwelling unit” or “JADU” means a residential unit that
 - (A) is no more than 500 square feet in size,
 - (B) is contained entirely within an existing or proposed single-family structure,
 - (C) includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure, and
 - (D) includes an efficiency kitchen, as defined in subsection C(4) above
- (6) “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (7) “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
- (8) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- (9) “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- (10) “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- (11) “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. Approvals. The following approvals apply to ADUs and JADUs under this section:

- (1) **Building-permit Only.** If an ADU or JADU complies with each of the general requirements in subsection E below, it is allowed with only a building permit in the following scenarios:
 - (A) **Converted on Single-family Lot:** Only one ADU or JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

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- (i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
 - (ii) Has exterior access that is independent of that for the single-family dwelling.
 - (iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
 - (B) **Limited Detached on Single-family Lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection D(1)(A) above), if the detached ADU satisfies the following limitations:
 - (i) The side- and rear-yard setbacks are at least four-feet.
 - (ii) The total floor area is 800 square feet or smaller.
 - (iii) The peak height above grade is 16 feet or less.
 - (C) **Converted on Multifamily Lot:** Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. At least one converted ADU is allowed within an existing multifamily dwelling, and up to 25 percent of the existing multifamily dwelling units may each have a converted ADU under this paragraph.
 - (D) **Limited Detached on Multifamily Lot:** No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:
 - (i) The side- and rear-yard setbacks are at least four-feet.
 - (ii) The total floor area is 800 square feet or smaller.
- (2) **ADU Permit.**
- (A) Except as allowed under subsection (1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections E and F below.

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- (B) The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU-permit processing fee is determined by the Director and approved by the City Council by resolution.

(3) **Process and Timing.**

- (A) An ADU permit is considered and approved ministerially, without discretionary review or a hearing.
- (B) The City must act on an application to create an ADU or JADU within 60 days from the date that the City receives a completed application, unless either:
 - (i) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - (ii) In the case of a JADU and the application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the JADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the JADU will still be considered ministerially without discretionary review or a hearing.

E. **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsections D(1) or D(2) above:

(1) **Zoning.**

- (A) An ADU or JADU subject only to a building permit under subsection D(1) above may be created on a lot in a residential or mixed-use zone that allows residential uses.
- (B) An ADU or JADU subject to an ADU permit under subsection D(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

(2) **Fire Sprinklers.** Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.

(3) **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days.

(4) **No Separate Conveyance.** An ADU or JADU may be rented long-term, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the

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primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

- (5) **Septic System.** If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- (6) **Owner Occupancy.**
 - (A) All ADUs created before January 1, 2020, are subject to the owner-occupancy requirement that was in place when the ADU was created.
 - (B) An ADU that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.
 - (C) All ADUs that are created on or after January 1, 2025, are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
 - (D) All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.
- (7) **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
 - (A) The ADU or JADU may not be sold separately from the primary dwelling.
 - (B) The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
 - (C) The deed restriction runs with the land and may be enforced against future property owners.
 - (D) The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been

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eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.

- (E) The deed restriction is enforceable by the Director or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

F. **Specific ADU Requirements.** The following requirements apply only to ADUs that require an ADU permit under subsection D(2) above.

(1) **Maximum Size.**

- (A) The maximum size of a detached or attached ADU subject to this subsection F is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms. No more than two bedrooms are allowed.
- (B) An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
- (C) Application of other development standards in this subsection F, such as FAR or lot coverage, might further limit the size of the ADU, but no application of FAR, lot coverage, or open-space requirements may require the ADU to be less than 800 square feet.

- (2) **Floor Area Ratio (FAR).** No ADU subject to this subsection F may cause the total FAR of the lot to exceed, subject to subsection F(1)(C) above.

FAR/Target Range	General GLMX	North Gateway NGMX	South Gateway SGMX
Target Density Range	<i>Density range for residential uses expressed as dwelling units per NET acre.</i>		
Residential Uses	25 - 45 du/ac	25 - 45 du/ac	30 - 60 du/ac
Target Intensity Range	<i>Floor area ratio (FAR) for nonresidential uses</i>		
Nonresidential Uses (1)	1.0 - 2.0	1.0 - 2.0	1.5 - 3.0

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- (3) **Lot Coverage.** No ADU subject to this subsection F may cause the total lot coverage of the lot to exceed the following coverage, subject to subsection F(1)(C) above.

Lot Coverage	RE	RL	RM	RH
Interior Lot	30%	40%	50%	65%
Corner Lot	35%	45%	50%	65%

- (4) **Impervious surface coverage.** Maximum percentage of the total gross lot area that may be covered by structures and impervious surfaces shall not exceed 70 percent, subject to subsection F(1)(C) above.

(5) **Height.**

- (A) A single-story attached or detached ADU may not exceed 16 feet in height above grade, measured to the peak of the structure.
- (B) A second story or two-story attached ADU may not exceed the height of the primary dwelling.
- (C) A detached ADU may not exceed one story.

- (6) **Passageway.** No passageway, as defined by subsection C(8) above, is required for an ADU.

(7) **Parking.**

- (A) Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection C(11) above.
- (B) Exceptions. No parking under subsection F(7)(A) is required in the following situations:
- (i) The ADU is located within one-half mile walking distance of public transit, as defined in subsection C(10) above.
- (ii) The ADU is located within an architecturally and historically significant historic district.
- (iii) The ADU is part of the proposed or existing primary residence (single-family converted ADUs, not multifamily converted) or an accessory structure under subsection D(1)(A) above.
- (iv) When on-street parking permits are required but not offered to the occupant of the ADU.

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(v) When there is an established car share vehicle stop located within one block of the ADU.

(C) No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those offstreet parking spaces are not required to be replaced.

(8) Architectural Requirements.

(A) An accessory dwelling unit may be attached or detached from the primary dwelling unit, or located within the living area of the existing dwelling.

(B) An accessory dwelling unit shall be compatible with the design of the primary dwelling unit in terms of height, bulk, architectural character, materials, color, and landscaping treatment.

(C) An entrance to an accessory dwelling unit shall not be visible from the public right-of-way.

(D) For garage conversions, garage doors must be removed and architecturally integrated with the primary dwelling or structure to which it is located.

G. Fees.

(1) Impact Fees.

(A) No impact fee is required for an ADU that is less than 750 square feet in size.

(B) Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.) "Impact fee" here does not include any connection fee or capacity charge for water or sewer service.

(2) Utility Fees.

(A) Converted ADUs and JADUs on a single-family lot, created under subsection D(1)(A) above, are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required unless the ADO or JADU is constructed with a new single-family home.

(B) All ADUs and JADUs not covered by subsection G(2)(A) above require a new, separate utility connection directly between the ADU or JADU and the utility. The connection is subject to a connection fee or capacity charge

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E. Stanton Municipal Code Title 20 Section 20.700.070 Other Uses is amended as follows:

Also includes the indoor storage of automobiles (including their incidental noncommercial restoration and repair), personal recreational vehicles and other personal property, accessory to a residential use. Does not include: ~~accessory second~~ dwelling units ("Second Accessory Dwelling Units"); guest houses ("Guest Houses"); or home satellite dish and other receiving antennas for earth-based TV and radio broadcasts ("Satellite/Dish and Amateur Radio Antenna").

F. Stanton Municipal Code Title 20 Section 20.700.090 Residential Uses is amended as follows:

4. Accessory Dwelling Unit. ~~A detached or attached permanent residential dwelling unit that is accessory to a principal dwelling on the same site. An accessory dwelling unit provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, sanitation, and parking. Refer to section 20.400.330~~

G. Stanton Municipal Code Title 20 Section 20.710.050 "E" Definitions is amended as follows:

Efficiency Unit. See ~~"Studio Apartment."~~ as defined by Section 17958.1 of the California Health and Safety Code.

RESOLUTION NO. 2520

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF STANTON CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE AZC19-03 AND ADOPT BOTH (A) AN URGENCY ORDINANCE AND (B) A NON-URGENCY ORDINANCE AMENDING TITLE 20 OF THE STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

THE PLANNING COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, the Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"); and

WHEREAS, in 2019, the California Legislature approved, and the Governor signed into law a number of bills ("New ADU Laws") that, among other things, amended Government Code section 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, the New ADU Laws take effect January 1, 2020, and if the City's ADU ordinance does not comply with the New ADU Laws, the City's ordinance becomes null and void on that date as a matter of law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22; and

WHEREAS, failure to comply with Government Code sections 65852.2 and 65852.22 (as amended) as of January 1, 2020 renders the City's ordinance regulating ADUs and JADUs null and void, thereby limiting the City to the application of the few default standards provided in Government Code sections 65852.2 and 65852.22 for the approval of ADUs and JADUs; and

WHEREAS, the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety; and

WHEREAS, staff and the City Attorney prepared the proposed ordinance, including the proposed language and terminology, and any additional information and documents deemed necessary for the Planning Commission to take action; and

WHEREAS, on December 5, 2019, the City gave public notice of a Planning Commission public hearing to be held to consider Zoning Code Amendment AZC19-03 by posting the public notice at three public places including Stanton City Hall, the Post

Office, and the Stanton Community Services Center, and made the public notice available through the agenda posting process; and

WHEREAS, on December 18, 2019, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning the proposed ordinance.

NOW THEREFORE, THE PLANNING COMMISSION OF THE CITY OF STANTON DOES RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:

SECTION 1: Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of appurtenant accessory structures and garages as examples of activity that expressly falls within this exemption. Here, the ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the conversion of existing structures into, and the new construction of, ADUs and JADUs, which are, by definition, structures that are accessory to a primary dwelling on the lot. Moreover, the City Council finds that none of the "exceptions" to the use of the Class 3 exemption, set forth in State CEQA Guidelines section 15300.2, apply here. Specifically, the City Council finds that the ordinance will:

- (1) Not result in the construction of ADUs or JADUs within a particularly sensitive environment because these accessory structures will necessarily be built on a lot already developed with a primary dwelling;
- (2) Not result in a potentially significant cumulative impact in that accessory dwelling units are permitted in residential zones. Such accessory dwellings contribute needed housing to the community's housing stock, including enhancing housing opportunities on single family lots near transit;
- (3) Not result in a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances in that accessory dwelling units are a residential use which is consistent with the General Plan objectives and zoning regulations. Further, ADUs are statutorily exempt under the Class 3 Exemption for the construction of appurtenant accessory structures and garages;
- (4) Not result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway

officially designated as a state scenic highway in that Stanton has no scenic highways and lacks natural resources such as beaches, wetlands, state or national parks. Therefore, there is no impact to scenic resources;

(5) Not be located on a hazardous waste site included on any list compiled pursuant to § 65962.5 of the Government Code in that no property zoned residential is located on a hazardous waste site; or

(6) Not result in a substantial adverse change in the significance of a historical resource in that historical resources are subject to separate permitting system.

SECTION 2: Based on the entire record before the Planning Commission and all written and oral evidence presented, the Planning Commission hereby finds that the proposed ordinance is consistent with the City's adopted General Plan as the purpose of the proposed ordinance is to comply with the amended provisions of Government Code sections 65852.2 and 65852.22. The proposed ordinance does not otherwise conflict with any of the General Plan's goals or policies.

SECTION 3: The Planning Commission hereby recommends that the City Council adopt the attached proposed urgency Ordinance No. 1096 entitled: AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING TITLE 20 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

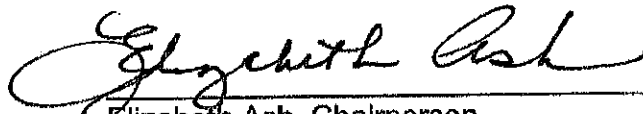
SECTION 4: The proposed ordinance entitled: AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING TITLE 20 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA is on file and has been available for public review for at least ten days prior to the date of this Resolution, in the Community Development Department, at Stanton City Hall, 7800 Katella Avenue, Stanton, California.

SECTION 5: The Planning Commission hereby recommends that the City Council adopt the attached proposed Ordinance No. 1097 entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING TITLE 20 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

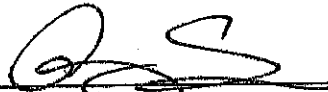
SECTION 6: The proposed ordinance entitled: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING TITLE 20 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA is on file and has been available for public review for at least ten days prior to the date of this Resolution, in the Community Development Department, at Stanton City Hall, 7800 Katella Avenue, Stanton, California.

ADOPTED, SIGNED AND APPROVED by the Planning Commission of the City of Stanton at a regular meeting held on December 18, 2019 by the following vote, to wit:

AYES:	COMMISSIONERS:	<u>Ash, Frazier, Grand, Marques, Moua</u>
NOES:	COMMISSIONERS:	<u>None</u>
ABSENT:	COMMISSIONERS:	<u>None</u>
ABSTAIN:	COMMISSIONERS:	<u>None</u>



Elizabeth Ash, Chairperson
Stanton Planning Commission



Amy Stonich, AICP
Planning Commission Secretary

Stanton Municipal Code

[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[No Frames](#)[Title 20 ZONING](#)[Article 4 Standards for Specific Land Uses](#)[Chapter 20.400 STANDARDS FOR SPECIFIC LAND USES](#)**20.400.330 Accessory Dwelling Units**

This Section establishes standards for residential accessory dwelling units, where allowed by Article 2 (Zones, Allowed Uses, and Zone-Specific Standards).

A. Application processing.

1. Applications for an accessory dwelling must be submitted to the Director of Community Development on a form provided by the City. The City may charge a fee to submit the application, as approved by resolution or ordinance by the City Council.
2. **Building permit required.** No accessory dwelling unit shall be established or maintained until there has been a building permit approved by the City.
3. **Review.**
 - a. The Director will approve or disapprove of an application for an accessory dwelling unit standard permit within 120 days after receiving the complete application.
 - b. The Director may impose fees for the construction of an accessory dwelling unit in accordance with California Government Code, Chapters 5 and 7.
 - c. An applicant may appeal the Director's decision to the Planning Commission as provided in Chapter 20.615, Appeals.
 - d. An accessory dwelling unit within an existing space including the primary structure, attached or detached garage or other accessory structure shall be permitted ministerially with a building permit regardless of all other standards within the chapter if complying with:
 - i. Building and safety codes;
 - ii. Independent exterior access from the existing residence; and
 - iii. Sufficient side and rear setbacks for fire safety.

B. Number. A maximum of one accessory dwelling unit shall be allowed per recorded lot.

C. Location. An accessory dwelling unit shall only be allowed where there is an existing single-family detached dwelling.

D. Dimensional standards.

1. An accessory dwelling unit shall conform to the height, setback, and lot coverage requirements appropriate to the zone where it is located, except that a detached accessory dwelling unit shall be located only in the rear portion of the lot and shall be screened from the street by the primary residence and/or its garage.
2. **Floor area.**
 - a. **Attached Unit.** An attached accessory dwelling unit shall have a floor area that does not exceed 50 percent of the existing living area of the primary residence, or 700 square feet, whichever is less.
 - b. **Detached Unit.** A detached accessory dwelling unit shall have a floor area that does not exceed 50 percent of the existing living area of the primary residence, or 700 square feet, whichever is less.
3. **Structure coverage.**
 - a. **Interior Lot.** Maximum percentage of the total gross lot area that may be covered by structures shall not exceed 50 percent.
 - b. **Corner Lot.** Maximum percentage of the total gross lot area that may be covered by structures shall not exceed 55 percent.

4. Impervious surface coverage. Maximum percentage of the total gross lot area that may be covered by structures and impervious surfaces shall not exceed 60 percent.

E. Occupancy.

1. The property owner shall occupy either the primary residence or the accessory dwelling unit.
2. An accessory dwelling unit shall not be sold separately from the main dwelling unit. The accessory dwelling unit may be rented or leased for terms of 30 days or more, and shall not be rented or leased for a term of less than 30 days.

F. Design.

1. An accessory dwelling unit may be attached or detached from the primary dwelling unit, or located within the living area of the existing dwelling.
2. An accessory dwelling unit shall be compatible with the design of the primary dwelling unit in terms of height, bulk, architectural character, materials, color, and landscaping treatment.
3. An entrance to an accessory dwelling unit shall not be visible from the public right-of-way.
4. No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
5. Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

G. Garage conversion. An accessory dwelling unit may be created by converting garage space to living space, subject to the following:

1. The garage parking space that is being converted into an accessory dwelling unit shall be replaced elsewhere on the site before the time that Building Permits are issued. Verification of completion of replacement garage parking shall be required as a condition of issuance of a Building Permit for the garage conversion. The replacement garage parking may be replaced with another garage, covered parking or uncovered parking.
2. Parking for the converted garage used as an accessory dwelling unit shall be provided in compliance with subsection H, in addition to the spaces being replaced.
3. No setback shall be required for an existing garage that is converted into a whole or partial accessory dwelling unit, and a setback of no more than five feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.

H. Parking. Parking for an accessory dwelling unit shall comply with the following specifications:

1. One parking space per unit or one parking space per bedroom, whichever is less. Parking for the accessory dwelling unit is in addition to the required parking for the primary residence.
2. Parking in setback areas shall be allowed to meet the parking requirements for accessory dwelling units.
3. Tandem parking is restricted to driveway parking located adjacent to a garage.
4. Parking is not required if the accessory dwelling unit:
 - a. Is within one-half mile of public transit, as designated by a public agency; or
 - b. Is in an architecturally or historically significant district; or
 - c. Is in an existing primary residence or an existing accessory structure; or
 - d. When an on-street parking permit is required but not offered to the occupant of the accessory dwelling unit; or
 - e. When there is a car share vehicle, as designated by a public agency, located within one block of the accessory dwelling unit.

I. Deed restrictions. Before obtaining a building permit for an accessory dwelling unit, the property owner shall file with the County Recorder a declaration of restrictions containing a reference to the deed under which the property was acquired by the present owner and stating that:

1. The accessory unit shall not be sold separately.
2. The unit is restricted to the approved size.

3. The main dwelling unit or the accessory unit shall be occupied by the owner of record as the owner's principal residence.
4. The accessory unit shall not be rented or leased for a period of less than 30 days.
5. The above declarations are binding upon any successor in ownership of the property; lack of compliance shall be cause for code enforcement.

J. Legal/tax implications. Approval of an accessory dwelling unit shall not be deemed to be a division of land for purposes of Government Code Section 66410 et seq., nor shall the approval of an accessory dwelling unit application entitle the property owner to:

1. A division of land; or
2. Receive a separate assessment on each dwelling unit on a lot of land containing a primary dwelling and an accessory dwelling.

K. Modifications allowed in exchange for affordability covenant. If a property owner agrees to record an affordability covenant to maintain an accessory dwelling unit as an affordable unit to very-low income residents adjusted for family size with rents based on the number of bedrooms per unit, consistent with State law, for a period of not less than 55 years, in a form approved by the Director and the City Attorney, the development standards for an accessory dwelling unit may be modified as follows:

1. The maximum gross floor area of an attached or detached accessory dwelling unit may be increased up to 1,200 square feet.
2. Minimum setbacks for an accessory dwelling unit may be reduced up to 20 percent. (Ord. 1071 § 7, 2017; Ord. 1017, 2013)

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CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: January 14, 2020

SUBJECT: PURCHASE AND SALE AGREEMENT FOR 11870 BEACH BOULEVARD AND APPROPRIATION OF FUNDS

REPORT IN BRIEF:

The attached Purchase and Sale Agreement would authorize the City to complete the purchase of 11870 Beach Boulevard, Stanton, for appropriate public purposes and to further the revitalization of Beach Boulevard.

RECOMMENDED ACTION

That City Council:

1. Declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3).
2. Approving the City's purchase of the property at 11870 Beach Boulevard, Stanton, authorizing the City Manager to execute the Purchase and Sale Agreement and take other necessary actions to perform Stanton's obligations under the Purchase Sale Agreement, and authorizing and directing the filing of a CEQA Notice of Exemption; and.
3. Approve Budget Adjustment No. 2020-15 to appropriate \$900,000 from General Fund reserves.

BACKGROUND:

The purchase of the property will allow the City to control the site, evaluate development options, and continue the revitalization of Beach Boulevard. At this time, the City has no specific development plans for the site. A Purchase and Sale Agreement has been prepared and negotiated, and is being presented to the City Council at this time for approval. The principal terms of the transaction are as follows:

1. The City will purchase the property at 11870 Beach Blvd., APN No. 131-241-21
2. The purchase price will be \$890,000.
3. The Due Diligence Period will be 21 days.

4. Closing will be 7 days after the expiration of the Due Diligence Period.

During the Due Diligence Period the proposed acquisition will be submitted to the Planning Commission for a General Plan conformance finding as required by Government Code section 65402.

FISCAL IMPACT:

The cost to the City is approximately \$900,000, which includes the purchase price and ancillary costs estimated to be less than \$10,000 for: escrow services, title insurance, and similar property acquisition costs. Staff is requesting funding from the City's General Fund reserves, which will be replenished from future anticipated public benefit fees from developers.

ENVIRONMENTAL IMPACT:

Once a lead agency determines that an activity is a project subject to CEQA, the lead agency shall determine whether the project is exempt from CEQA. The City of Stanton acting as lead agency on this project has determined that this property acquisition is exempt from CEQA pursuant to CEQA Guideline Section 15061(b)(3). The City is acquiring this property to investigate the use of the property for appropriate public purposes. However, while City staff intends to investigate what public purposes are appropriate for the property, there are no plans for the redevelopment of this site and no plans have been developed. As such, the property will remain in its present condition until such time as plans for the redevelopment of this site are submitted to and approved by the City. Any future reuse or redevelopment of the site will be subject to separate review for compliance with CEQA.

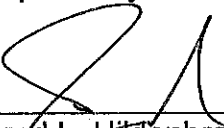
LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report and drafted the attached Purchase and Sale Agreement.

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by:



Jarad L. Hildenbrand
City Manager

Attachments:

1. Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Joint Escrow Instructions (this "**Agreement**") is made as of _____, 2019 (the "**Effective Date**"), between HASSAN ALKHOULI, AS TRUSTEE OF THE HASSAN ALKHOULI REVOCABLE TRUST ("**Seller**"), and the CITY OF STANTON, a municipal corporation ("**Buyer**").

ARTICLE 1. AGREEMENT OF SALE.

Subject to and on the terms and conditions of this Agreement, Seller shall sell to Buyer and Buyer shall purchase from Seller all of the following (collectively, the "**Property**"):

1.1 Land. The real property located at 11870 Beach Blvd., Stanton, CA 90680 commonly known as Assessor's Parcel No. 131-241-21, which is more particularly described in Exhibit A, together with (a) all privileges, rights, easements and appurtenances belonging to the real property, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the real property, (b) all development rights, air rights, water, water rights and water stock relating to the real property, and (c) all right, title and interest of Seller in and to any streets, alleys, passages, other easements and other rights-of-way or appurtenances included in, adjacent to or used in connection with such real property (collectively, the "**Land**").

1.2 Personal Property. All of Seller's right, title and interest in and to any personal property located within or used in connection with the Property, including, without limitation a 1,300 square foot mobile home currently located thereon (collectively, "**Personal Property**").

ARTICLE 2. PURCHASE PRICE.

2.1 Amount. The purchase price (the "**Purchase Price**") for the Property shall be Eight Hundred Ninety Thousand Dollars (\$890,000.00).

2.2 Deposit/Purchase Price. Within 3 business days after the Effective Date, Buyer shall deposit Twenty Thousand Dollars (\$20,000.00) into Escrow (as defined below) into an interest bearing account on behalf of Buyer (the "**Deposit**"). The deposit shall be refundable to Buyer unless Buyer waives all contingencies by the expiration of the Due Diligence Period. If the Closing of the transaction contemplated by this transaction occurs, the Deposit shall be disbursed to Seller and applied to the Purchase Price at Closing. Buyer shall pay the Purchase Price to Seller through escrow at the Closing described in Section 9.1. On or before the Closing Date (as defined below), Buyer shall deposit into Escrow, the Purchase Price, subject to adjustment by reason of any applicable prorations and the allocation of closing costs described below. The Deposit and Purchase Price shall be made by wire transfer of federal funds, cashiers check or in another immediately available form. Notwithstanding anything herein to the contrary, One Hundred Dollars (\$100.00) of the Initial Deposit (the "**Independent Consideration**") shall not be refundable to Buyer, but shall represent consideration for this Agreement and shall be paid to Seller. The Independent Consideration shall serve as

consideration for the granting of the time periods herein contained for Buyer to exercise Buyer's right to satisfy and approve all of Buyer's conditions herein contained. If the Deposit is refunded to Buyer for any reason pursuant to this Agreement, the Independent Consideration shall be subtracted from the Deposit pursuant to this Section.

ARTICLE 3. DUE DILIGENCE.

3.1 Due Diligence Period; Inspection and Access.

3.1.1 Due Diligence Period. The "**Due Diligence Period**" means the period beginning on the Effective Date and ending at 5:00 p.m. on the date 21 days later.

3.1.2 Access to Information and the Property. Buyer shall conduct its investigation of the Property during the Due Diligence Period at no cost to Seller. This investigation ("**Due Diligence Investigation**") may include, at Buyer's option: a physical inspection of the Land, including soil, geological and other tests, including, without limitation a Phase 1 Environmental Assessment; review of all governmental matters affecting the Property, including zoning, environmental matters; review of the condition of title to the Property; and review of such other matters pertaining to an investment in the Property as Buyer deems advisable. In addition to the Preliminary Documents delivered to Buyer pursuant to Section 3.2, Buyer and its representatives shall have the right of access to the Property during reasonable business hours to conduct its investigation of the physical condition of the Property. Seller agrees that the rights granted to Buyer herein and the results of its Due Diligence Investigation shall not relieve Seller of any obligations Seller may have under any other provisions of this Agreement, or under other documents entered into concurrently herewith, or implied by law, nor shall they constitute a waiver by Buyer of the right to enforce any of the same. Seller shall cooperate with Buyer in its due diligence activities and provide access to the Property, its records, or provide information so long as it is within Seller's control.

3.2 Delivery of Preliminary Documents. Within 7 days after the Effective Date, Seller shall deliver to Buyer, at Seller's expense, all of the documents described in the remaining subsections of this Section 3.2 (collectively, the "**Preliminary Documents**") in Seller's possession or control.

3.2.1 Title Report and Survey. A preliminary title report or commitment for title insurance (the "**Preliminary Title Report**"), dated no earlier than 10 days before the Effective Date, covering the Property and issued by Provident Title Company (the "**Title Company**"), together with a legible copy of each document, map and survey referred to in the Preliminary Title Report. Buyer, at Buyer's sole cost, may obtain an as-built survey of the Property (the "**Survey**") prepared by a certified land surveyor in accordance with the most recent American Land Title Association standards, certified by such surveyor to Buyer and the Title Company in a form acceptable to the Title Company for the purpose of deleting any survey exception from the Title Policy described in Section 4.1.3.

3.2.2 Soils Report. Any soils report on the Land prepared at Seller's request or in the possession or control of Seller, including (if available) a report on compliance with any soils work recommended to be done prior to construction of the Improvements;

3.2.3 Reports. Any environmental or geological reports concerning the Property which have been prepared at Seller's request or which are within Seller's possession or control; and

3.2.4 Tax Bills. Copies of all current real property tax bills and assessments for the Property.

3.2.5 Requested Information. Such other documents and information concerning the Property as Buyer may reasonably request.

3.3 Approval/Disapproval of Due Diligence Investigations. Buyer shall approve or disapprove the results of Buyer's Due Diligence Investigation, in the exercise of Buyer's sole discretion, by written notice delivered to Seller no later than the expiration of the Due Diligence Period. Buyer's disapproval shall terminate this Agreement unless, at the time Buyer gives notice of its disapproval, Buyer also notifies Seller of Buyer's desire to enter into negotiations with Seller for the purpose of reaching an accommodation concerning the disapproval. If Buyer so notifies Seller and the parties have not reached a written agreement satisfactory to both of them regarding the disapproval within 10 days after the date of the disapproval notice, Buyer, at its option, may either (a) elect to terminate this Agreement by so notifying Seller and recover the Deposit, or (b) elect to proceed with the transactions contemplated by this Agreement notwithstanding its earlier disapproval. If Buyer fails to deliver to Seller notice of its approval or disapproval of the results of its Due Diligence Investigation, Buyer shall be deemed to have disapproved such results. If Buyer elects to terminate the Agreement, Buyer shall return to Seller all of the Preliminary Documents and any additional documents previously delivered by Seller to Buyer within 5 business days of such termination.

3.4 Title Review.

3.4.1 Monetary Liens. At its expense, Seller shall remove all liens on the Property at or prior to the Closing (collectively, "**Monetary Liens**"): (i) all delinquent taxes, bonds and assessments and interest and penalties thereon (it being agreed that Seller shall not be required to remove any non-delinquent taxes and assessments imposed by any governmental agency that are paid with the property taxes for the Property); and (ii) all other monetary liens, including without limitation all those shown on the Preliminary Title Report (including judgment and mechanics' liens, whether or not liquidated, and mortgages and deeds of trust, with Seller being fully responsible for any fees or penalties incurred in connection therewith).

3.4.2 Approval/Disapproval of Title Review. Buyer shall approve or disapprove of the Preliminary Title Report, the Survey and any exceptions to title shown thereon (other than the Monetary Liens) in the exercise of Buyer's sole discretion, by the expiration of the Due Diligence Period. If Buyer disapproves, Buyer may either (a) terminate this Agreement by giving Seller written notice of termination or (b) give Seller a written notice ("**Disapproval Notice**") identifying the disapproved title matters ("**Disapproved Title Matters**"). With respect to any Disapproved Title Matters, other than the Monetary Liens, Seller shall notify Buyer in writing within 5 days after Seller's receipt of the Disapproval Notice whether Seller will cause the Disapproved Title Matters to be removed or cured at or prior to Closing. If Seller elects not to remove or cure all Disapproved Title Matters, Buyer may, at its option: (i) subject to

satisfaction of the other conditions to Closing, close the purchase of the Property and take title subject to the Disapproved Title Matters which Seller elects not to remove or cure; or (ii) terminate this Agreement in accordance with Section 9.6.1.

3.4.3 Buyer's Options. If any Disapproved Title Matters (including the Monetary Liens) have not been removed at least 5 days prior to Closing or provision for their removal at the Closing has not been made to Buyer's satisfaction, Buyer may, at its option: (i) close the purchase of the Property and take title subject to the Disapproved Title Matters which have not been removed; (ii) close the purchase of the Property and cure or remove the Disapproved Title Matters which have not been removed. Buyer may credit the costs of such cure or removal against the Purchase Price by reducing the amount of cash payable by Buyer at the Closing, but only to the extent such costs are expended to remove (A) Monetary Liens referred to in Section 3.4.1 or (B) Disapproved Title Matters which Seller agreed to remove; or (iii) terminate this Agreement in accordance with Section 9.6.1.

3.4.4 Failure to Disapprove. If Buyer fails to notify Seller of its approval or disapproval of the Preliminary Title Report, the Survey or the exceptions shown thereon by the end of the Due Diligence Period, then Buyer shall be deemed to have disapproved the same.

ARTICLE 4. CONDITIONS PRECEDENT.

4.1 Buyer's Conditions. Buyer's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.1 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part by Buyer by written notice to Seller.

4.1.1 Due Diligence. Buyer having approved of the results of its Due Diligence Investigation pursuant to Section 3.3;

4.1.2 Title Review. Buyer having approved of the results of its review of title pursuant to Section 3.4.

4.1.3 Title Policy. Seller having caused the Title Company to deliver to Buyer (a) an ALTA Standard Owner's policy of title insurance, provided that Buyer may require an ALTA Extended Coverage Policy if Buyer pays the incremental premium for ALTA extended coverage ("**Title Policy**") (or at Buyer's election a binder therefor) for the Property, or (b) the Title Company's irrevocable commitment to issue such policy of title insurance, (including such coinsurance, reinsurance and endorsements as Buyer shall require), with liability equal to the Purchase Price showing fee title to the Property vested in Buyer and subject only to: (i) the matters and exceptions which were approved by Buyer pursuant to Section 3.4; and (ii) the standard printed exceptions in the form of title policy called for (collectively, "**Conditions of Title**").

4.1.4 Performance of Covenants. Seller performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing.

4.1.5 Representations and Warranties. The representations and warranties of Seller set forth in Article 5 being true and accurate on the Closing Date, as if made on such date.

4.1.6 Non-Foreign Certification. Seller having executed and delivered to Buyer on or prior to the Closing Date a certification (the "**Non-Foreign Certification**"), substantially in the form of Exhibit D.

4.1.7 California Certification. Seller having furnished the residency certification required pursuant to Sections 18805 and 26131 of the California Revenue and Taxation Code or having authorized Escrow Holder in writing to withhold from the Purchase Price the amounts required to be withheld by such Sections.

4.2 Seller's Conditions. Seller's obligations under this Agreement are expressly subject to the timely fulfillment of the conditions set forth in this Section 4.2 on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or part by Seller by written notice to Buyer.

4.2.1 Covenants. Buyer performing and complying in all material respects with all of the terms of this Agreement to be performed and complied with by Buyer prior to or at the Closing.

4.2.2 Representations and Warranties. The representations of Buyer set forth in Article 6 being true and accurate on the Closing Date, as if made on such date.

ARTICLE 5. SELLER'S REPRESENTATIONS AND WARRANTIES.

Seller hereby makes the following representations and warranties to Buyer with the understanding that each such representation and warranty is material and is being relied upon by Buyer:

5.1 Compliance. The Property, is in compliance with all applicable laws, ordinances, rules, regulations, judgments, orders, covenants, conditions, restrictions, whether federal, state, local, foreign or private. Seller has not received any request either formal or informal, oral or written, that Seller modify or terminate any use of the Property. The Property complies with all applicable subdivision laws and all local ordinances enacted thereunder and no subdivision or parcel map not already obtained is required to transfer the Property to Buyer.

5.2 Documents. All of the Preliminary Documents which have been delivered or made available to Buyer pursuant to Article 3, and all other documents delivered to Buyer by or on behalf of Seller (a) are true, correct and complete copies of what they purport to be, (b) represent truly the factual matters stated therein, (c) are in full force and effect, (d) have not been modified, except as set forth therein and (e) do not omit any information required to make the submission thereof accurate and complete in all material respects.

5.3 Taxes and Condemnation. There are no presently pending or, to Seller's knowledge, contemplated special taxes or assessments which will affect the Property. There are no presently pending or, to Seller's knowledge, contemplated proceedings to condemn or demolish the Property or any part of it.

5.4 Contracts/Leases/Occupancy Rights. There are no agreements or other obligations to which Seller is party or, to Seller's knowledge, by which it or the Property is bound which may affect the current use of the Property, nor are there any current leases, occupancy or operating agreements in force. No party has a right to occupancy, tenancy, or a license to use or enter the Property.

5.5 Litigation. There are no actions, suits, proceedings, judgments, orders, decrees or governmental investigations pending or threatened against the Property or Seller which could affect the Property or the purchase, use or enjoyment thereof by Buyer.

5.6 Agreements with Governmental Authorities. There are no agreements with governmental authorities, agencies, utilities or quasi-governmental entities which affect the Property except those agreements which are identified in the Preliminary Title Report and those matters which are disclosed by the Survey.

5.7 Hazardous Materials.

5.7.1 Definitions. For purposes of this Agreement:

(a) **"Environmental Law(s)"** means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., The Safe Drinking Water and Toxic Enforcement Act of 1986 (Cal. H&S Code Sections 25249.5-25249.13), the Carpenter-Preseley-Tanner Hazardous Substance Account Act (Cal. H&S Code Sections 25300 et seq.), and the California Water Code Sections 1300, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, cleanup, transportation or Release or threatened Release into the environment of Hazardous Material.

(b) **"Hazardous Material"** means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials or (viii) radioactive materials.

(c) **"Release"** means any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leaching, dumping or disposing into the environment of any Hazardous Material (including the abandonment or discarding of barrels, containers, and other receptacles containing any Hazardous Material).

5.7.2 Representations:

(a) The Property and all existing uses and conditions of the Property are in compliance with all Environmental Laws, and Seller has not received any written notice of

violation issued pursuant to any Environmental Law with respect to the Property or any use or condition thereof.

(b) To the best of Seller's knowledge, neither Seller nor any other present or former owner of the Property has used, handled, stored, transported, released or disposed of any Hazardous Material on, under or from the Property in violation of any Environmental Law.

(c) To the best of Seller's knowledge there is no Release of any Hazardous Material existing on, beneath or from or in the surface or ground water associated with the Property.

(d) To the best of Seller's knowledge all required permits, licenses and other authorizations required by or issued pursuant to any Environmental Law for the ownership or operation of the Property by Seller have been obtained and are presently maintained in full force and effect.

(e) To the best of Seller's knowledge there exists no writ, injunction, decree, order or judgment outstanding, nor any lawsuit, claim, proceeding, citation, directive, summons or investigation pending or, to Seller's knowledge, threatened pursuant to any Environmental Law relating to (i) the ownership, occupancy or use of any portion of the Property by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property, (ii) any alleged violation of any Environmental Law by Seller or occupant or user of any portion of the Property or any former owner of any portion of the Property or (iii) the suspected presence, Release or threatened Release of any Hazardous Material on, under, in or from any portion of the Property.

(f) To Seller's knowledge, there are no above-ground or underground tanks located on the Property used or formerly used for the purpose of storing any Hazardous Material.

(g) To the best of Seller's knowledge, no asbestos abatement or remediation work has been performed on the Property.

(h) To the best of Seller's knowledge, there is no PCB-containing equipment or PCB-containing material located on or in the Property.

5.8 Title to the Property. Seller has good and marketable title to the Property, subject to the Conditions of Title. There are no outstanding rights of first refusal or first look, options to purchase, rights of reverter, or claim of right relating to the transfer or sale of the Property or any interest therein. To Seller's knowledge, there are no unrecorded or undisclosed documents or other matters which affect title to the Property. No person holding a security interest in the Property or any part thereof has the right to consent or deny consent to the sale of the Property as contemplated herein, and Seller has the right to pay off such person and to remove all such liens as of the Closing Date. Seller has enjoyed the continuous and uninterrupted quiet possession, use and operation of the Property.

5.9 Seller's Authority. This Agreement and the other documents executed by Seller in connection herewith are legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms. Neither the execution and delivery of this Agreement by Seller, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, any indenture, mortgage, deed of trust, agreement, undertaking, instrument or document to which Seller or any affiliate thereof is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Seller.

5.10 Foreign Person. Seller is not a "foreign person" within the meaning of Section 1445(f) of the Internal Revenue Code.

5.11 Misstatements and Omissions. Neither the representations and warranties made by Seller in this Article 5 nor elsewhere in this Agreement contain any untrue statement or any omission of a material fact.

ARTICLE 6. BUYER'S REPRESENTATIONS AND WARRANTIES.

Buyer makes the following representation and warranties to Seller with the understanding that each such representation and warranty is material and is being relied upon by Seller:

6.1 Buyer's Authority. The execution, delivery and performance of this Agreement by Buyer have been duly and validly authorized by all necessary action and proceedings, and no further action or authorization is necessary on the part of Buyer in order to consummate the transactions contemplated herein.

6.2 No Conflict. Neither the execution nor delivery of this Agreement by Buyer, nor performance of any of its obligations hereunder, nor consummation of the transactions contemplated hereby, shall conflict with, result in a breach of, or constitute a default under, the terms and conditions of the organizational documents pursuant to which Buyer was organized, or any agreement to which Buyer is a party or is bound, or any order or regulation of any court, regulatory body, administrative agency or governmental body having jurisdiction over Buyer.

ARTICLE 7. SURVIVAL OF REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION.

7.1 Survival of Warranties. Buyer and Seller agree that each representation and warranty in Articles 5 and 6, respectively, shall survive the Closing Date and shall not merge with the delivery to Buyer of the Grant Deed.

7.2 Notice of Changed Circumstances. If either party becomes aware of any fact or circumstances which would render false or misleading a representation or warranty made by such party, then it shall immediately give notice of such fact or circumstance to the other party, but such notice shall not relieve any party of any liabilities or obligations with respect to any representation or warranty.

7.3 Indemnification.

7.3.1 Seller's Indemnity. Seller's obligations pursuant to this Section 7.3.1 shall survive the Closing. Seller at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Buyer, from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action and compliance requirements, enforcement and clean-up actions of any kind, and all costs and expenses incurred in connection therewith, including, without limitation, actual attorneys' fees and costs of defense and costs and expenses of all experts and consultants (collectively, the "Losses"), arising directly or indirectly, in whole or in part, out of any one or more of the following:

(a) the breach or alleged breach of any covenant of Seller contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Seller contained in this Agreement; or

(b) Seller's ownership of the Property prior to the Closing Date; or

(c) the presence on, in or under the Property of any Hazardous Material on or before the Closing Date, any Release of any Hazardous Material, on, under or from the Property prior to the Closing Date or the use, generation, manufacturing, production, handling, storage, transport, discharge or disposal of any such Hazardous Materials on or before the Closing Date, from, under or about the Property, irrespective of whether any of such activities were or will be undertaken in accordance with Environmental Law or other applicable laws, regulations, codes and ordinances. The indemnity contained in this paragraph (c) shall further apply, without limitation, to: (i) all residual contamination and contamination affecting any natural resources; (ii) all consequential damages; (iii) the costs of any required remediation or removal work on the Property, including, without limitation: (A) costs of remediation or removal incurred by the United States Government or the State or any other person; and (B) fines or penalties which arise from the provisions of any statute, state or federal; and (iv) liability for personal injury or property damage arising under any statutory or common-law tort theory, including damages assessed for the maintenance of a public or private nuisance, response costs or for the carrying on of an abnormally dangerous activity.

7.3.2 Buyer's Indemnity. Buyer's obligations pursuant to this Section 7.3.2 shall survive the Closing. Buyer at its sole cost and expense hereby agrees to indemnify, defend (with counsel acceptable to Buyer), protect and hold harmless Seller, and their respective directors, officers and agents from and against any and all Losses, arising directly or indirectly, in whole or in part, out of any one or more of the following:

(a) the breach or alleged breach of any covenant of Buyer contained in this Agreement or the inaccuracy or alleged inaccuracy of any representation or warranty of Buyer contained in this Agreement; or

(b) Buyer's ownership of the Property after the Closing Date.

ARTICLE 8. SELLER'S PRE-CLOSING COVENANTS.

Seller shall comply with the covenants contained in this Article 8 from the Effective Date through the Closing Date unless Buyer consents otherwise in writing. Buyer may grant or withhold any such consent requested by Seller in Buyer's sole discretion.

8.1 Contracts and Documents. Seller shall not enter into any material agreement of any type affecting the Property that would survive the Closing Date.

8.2 Insurance. Seller shall maintain or cause to be maintained in full force and effect its present insurance policies for the Property and the Personal Property.

8.3 Compliance with Obligations. Seller shall fully and timely comply with all obligations to be performed by it under this Agreement, the Preliminary Documents, the Conditions of Title and all permits, licenses, approvals and laws, regulations and orders applicable to the Property.

8.4 No Transfers. Seller shall not sell, encumber or otherwise transfer any interest in all or any portion of the Property, or agree to do so.

8.5 Termination of Contracts. Seller at its sole cost and expense shall terminate all any contracts described in Section 5.4 at or before the Closing Date and shall deliver the Property free of any and all rights to occupancy.

8.6 Maintenance. At its sole cost and expense, Seller shall operate and maintain the Property such that on the Closing Date the Property shall be in at least as good a condition and repair as on the Effective Date, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Seller shall, at a minimum, spend such amounts for repair and maintenance as are consistent with its prior practice. Seller shall promptly advise Buyer of any significant repair or improvement required to keep the Property in such condition. Seller shall not make any material alterations to the Property, or remove any of the Personal Property therefrom, without Buyer's prior consent, unless such Personal Property so removed is simultaneously replaced with new Personal Property of similar quality and utility.

8.7 Best Efforts. Seller shall use its best efforts to cause the conditions set forth in Section 4.1 to be satisfied by the Closing Date, and Seller shall not take or permit any action that would result in any of the representations and warranties set forth in Article 5 becoming false or incorrect.

ARTICLE 9. CLOSING.

9.1 Time. Provided all conditions set forth in Article 4 have been either satisfied or waived, the parties shall close this transaction (the "**Closing**"), on the date which is 7 days after the expiration of the Due Diligence Period (the "**Closing Date**"), as such date may be extended by the provisions of Article 10.

9.2 Escrow. This Article 9, together with such additional instructions as Provident Title Company and Escrow, Veronica Franco, 13245 Riverside Drive, Sherman Oaks, CA

91423, vfranco@providenttitle.com ("**Escrow Holder**"), shall reasonably request and the parties shall agree to, shall constitute the escrow instructions to Escrow Holder. If there is any inconsistency between this Agreement and the Escrow Holder's additional escrow instructions, this Agreement shall control unless the intent to amend this Agreement is clearly stated in said additional instructions. Buyer and Seller shall cause Escrow Holder to execute and deliver a counterpart of this Agreement to each of them. If the Title Company does not serve as the Escrow Holder, the Title Company shall provide a letter to Buyer, in form and content acceptable to Buyer, pursuant to which the Title Company accepts responsibility and liability for the acts and omissions of Escrow Holder in discharging Escrow Holder's obligations hereunder, including, without limitation, any acts or omissions of Escrow Holder relating to the Title Company's commitment to issue the Title Policy, the receipt, recordation or delivery of any documents placed into escrow, and the receipt and disbursement of any funds placed into escrow.

9.3 Seller's Deposit of Documents and Funds Into Escrow. Seller shall deposit into escrow on or before Closing the following documents:

9.3.1 A duly executed and acknowledged grant deed, in the form acceptable to Buyer, conveying the Property to Buyer ("**Grant Deed**") in the form attached as Exhibit B;

9.3.2 A duly executed bill of sale, in the form acceptable to Buyer, conveying the Personal Property to Buyer ("**Bill of Sale**") in the form attached as Exhibit C.

9.3.3 All costs of Closing, including, but not limited to, the ALTA Standard increment of the premium for the Title Policy, recording fees, transfer taxes and fees, one-half of the escrow fees, sales tax and any other costs of Closing customarily paid by sellers of real property, plus or minus prorations as provided in Section 9.8; provided that, subject to Section 9.6, Buyer and Seller shall bear their own attorneys' fees and costs in connection with the negotiation and preparation of this Agreement and the transactions completed by this Agreement;

9.3.4 Seller's Non-foreign Certification; and

9.3.5 Such additional documents, including, without limitation, written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.4 Deliveries Outside of Escrow. Notwithstanding Section 9.3, Seller and Buyer may elect to deliver the documents described in Section 9.3 outside of escrow (other than documents which are to be recorded) by giving Escrow Holder a joint written notice of such election, specifying the documents which will be so delivered outside of escrow. Upon receipt of such notice, Escrow Holder shall have no further obligation concerning such specified documents.

9.5 Buyer's Deposit of Documents and Funds. Buyer shall deposit into escrow:

9.5.1 The Purchase Price, which shall be deposited via wire transfer of federal funds in accordance with the provisions of Article 2, plus or minus prorations as provided in Section 9.8, by cashier's or certified check or electronic transfer of federal funds to Escrow Holder, on or before the Closing Date; and

9.5.2 Such additional documents, including, without limitation, written escrow instructions consistent with this Agreement, as may be necessary or desirable for conveyance of the Property in accordance with this Agreement.

9.6 Default, Termination and Remedies.

9.6.1 Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in material breach of this Agreement: (a) any condition to Closing contained in Section 4.1 has not been satisfied or waived by Buyer by the Closing Date; or (b) Buyer having exercised its right to terminate this Agreement pursuant to Section 3.3 (disapproval of Due Diligence Investigation), Section 3.4 (disapproval of title) or Article 10 (damage or condemnation). In such event, the parties shall have no further obligation to each other except for those obligations that specifically survive the termination of this Agreement. If this Agreement terminates as a result of Seller's material breach of this Agreement, Buyer shall have all remedies it may have hereunder or at law as a result of such occurrence, including the remedy of specific performance.

9.6.2 Seller's Termination. Provided that Seller is not then in material breach of this Agreement, this Agreement shall automatically terminate without further notice or action by Seller if any condition to Closing contained in Section 4.2 has not been satisfied or waived by Seller by the Closing Date.

9.6.3 Release from Escrow. Upon termination of this Agreement pursuant to Section 9.6.1 or 9.6.2, Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow without prejudice to their rights and remedies hereunder.

9.6.4 Remedies.

(a) Buyer's Remedies. If Seller breaches this Agreement, Buyer shall be entitled to pursue all remedies permitted herein and by law, including the remedy of specific performance. No termination of the escrow by Buyer following a breach by Seller shall be deemed to waive such breach or any remedy otherwise available to Buyer.

(b) Seller's Remedies/Liquidated Damages. IF BEFORE THE CLOSE OF ESCROW BUYER FAILS TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT AND (EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 9.6) DOES NOT CURE SUCH FAILURE WITHIN TEN BUSINESS DAYS AFTER SELLER GIVES BUYER WRITTEN NOTICE OF SUCH FAILURE, THEN SELLER MAY THEREAFTER: (I) TERMINATE THIS AGREEMENT; (II) RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IF SUCH DEFAULT OCCURS PRIOR TO BUYER'S APPROVAL OF THE TITLE REVIEW; (III) RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IF SUCH DEFAULT OCCURS AFTER BUYER'S APPROVAL PERIOD; AND (IV) EXERCISE THE OTHER RIGHTS AND REMEDIES RESERVED BY SELLER AS PROVIDED IN THIS PARAGRAPH. IN THE EVENT SELLER TERMINATES THIS AGREEMENT BY REASON OF BUYER'S DEFAULT,

BUYER AND SELLER SHALL BE RELIEVED OF ANY FURTHER OBLIGATION TO EACH OTHER WITH RESPECT TO THIS AGREEMENT AND THE PROPERTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY BUYER AND SELLER: THAT SELLER WILL INCUR SUBSTANTIAL DAMAGES AS A RESULT OF ANY FAILURE BY BUYER TO COMPLY WITH OR PERFORM BUYER'S OBLIGATIONS UNDER THIS AGREEMENT IN THE FORM OF, AMONG OTHER THINGS, ADDITIONAL INTEREST COSTS, MARKETING COSTS, OPPORTUNITY COSTS AND OTHER RELATED EXPENDITURES; THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO CALCULATE AND ASCERTAIN AS OF THE EFFECTIVE DATE OF THIS AGREEMENT THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED IN SUCH EVENT BY SELLER; AND THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF THE EXTENT TO WHICH SELLER MAY BE DAMAGED BY BUYER'S DEFAULT IN LIGHT OF THE DIFFICULTY THE PARTIES WOULD HAVE IN DETERMINING SELLER'S ACTUAL DAMAGES AS A RESULT OF SUCH DEFAULT BY BUYER.

SELLER'S INITIALS

BUYER'S INITIALS

(c) Waiver of Specific Performance. SELLER HEREBY WAIVES THE RIGHT TO MAINTAIN AN ACTION FOR SPECIFIC PERFORMANCE OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY AND SELLER AGREES THAT SELLER CAN BE ADEQUATELY COMPENSATED IN MONEY DAMAGES IF BUYER FAILS TO PURCHASE THE PROPERTY IN BREACH OF THIS AGREEMENT. SELLER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION BEING GIVEN TO BUYER FOR ENTERING INTO THIS AGREEMENT AND THAT BUYER WOULD BE UNWILLING TO ENTER INTO THIS AGREEMENT IN THE ABSENCE OF THE PROVISIONS OF THIS PARAGRAPH.

SELLER'S INITIALS

BUYER'S INITIALS

9.7 Closing. When Escrow Holder has received all documents and funds identified in Sections 9.3 and 9.5, has received notification from Buyer and Seller that all conditions to Closing to be satisfied outside of escrow have been satisfied or waived and Title Company is irrevocably committed to issue the Title Policy, then, and only then, Escrow Holder shall:

9.7.1 Record the Grant Deed;

9.7.2 Cause the Title Company to issue the Title Policy to Buyer;

9.7.3 To the extent not otherwise delivered to Buyer outside of escrow, deliver to Buyer: (a) a conformed copy (showing all recording information thereon) of the Grant Deed; and (b) the Non-foreign Certification;

9.7.4 Deliver the Purchase Price (as adjusted pursuant to Section 9.8) to Seller.

Escrow Holder shall prepare and sign closing statements showing all receipts and disbursements and deliver copies to Buyer and Seller and, if applicable, shall file with the

Internal Revenue Service (with copies to Buyer and Seller) the reporting statement required under Section 6045(e) of the Internal Revenue Code.

9.8 Prorations. Subject to the other provisions of this Section 9.8, all receipts and disbursements of the Property will be prorated as of 11:59 p.m. on the day immediately preceding the Closing Date. Not less than five business days prior to the Closing, Seller shall submit to Buyer for its approval a tentative prorations schedule showing the categories and amounts of all prorations proposed. The parties shall agree on a final prorations schedule prior to the Closing and shall deliver the same to Escrow Holder. If following the Closing either party discovers an error in the prorations statement, it shall notify the other party and the parties shall promptly make any adjustment required.

9.8.1 Property Taxes. All real and personal property ad valorem taxes and special assessments, if any, whether payable in installments or not, including without limitation, all supplemental taxes attributable to the period prior to the Closing Date for the calendar year in which the Closing occurs, shall be prorated to the Closing Date, based on the latest available tax rate and assessed valuation. If the amount of any installment of real property taxes is not known as of the Closing Date, then a proration shall be made by the parties based on a reasonable estimate of the real property taxes applicable to the Property and the parties shall adjust the proration when the actual amount becomes known upon the written request of either party made to the other.

9.8.2 Utility Charges. All utility charges shall be prorated as of the Closing Date and Seller shall obtain a final billing therefor. All utility security deposits, if any, shall be retained by Seller.

9.9 Possession. Seller shall deliver exclusive right of possession of the Property to Buyer on the Closing Date, subject only to the Conditions of Title.

ARTICLE 10. DAMAGE, DESTRUCTION AND CONDEMNATION.

This Agreement shall be governed by the Uniform Vendor and Purchaser Risk Act as set forth in Section 1662 of the California Civil Code as supplemented and modified by this Article 10. Seller shall promptly notify Buyer in writing of any material damage to the Property and of any taking or threatened taking of all or any portion of the Property. Within a reasonable period of time after receipt of such notice, Buyer shall determine whether a material part of the Property has been damaged or whether such taking or threatened taking has affected or will affect a material part of the Property. As used herein, (a) the destruction of a "**material part**" of the Property shall be deemed to mean an insured or uninsured casualty to the Property having an estimated cost of repair which in the reasonable judgment of Buyer equals or exceeds \$100,000; and (b) a taking by eminent domain of a portion of the Property shall be deemed to affect a "**material part**" of the Property if in the reasonable judgment of Buyer the estimated value of the portion of the Property taken exceeds \$100,000. Upon making its determination, Buyer shall notify Seller in writing of the results of such determination. Buyer may elect, by written notice delivered to Seller within 30 days after giving Seller notice of such determination, to terminate this Agreement in accordance with Section 9.6.1 if a material part of the Property has been damaged or if such taking has affected or will affect a material part of the Property. If

Buyer does not so terminate, (i) in the case of damage to a material part of the Property, Seller shall assign to Buyer at the Closing its right to recover under any insurance policies covering such damage and shall pay Buyer at the Closing the amount of the deductible, if any, and (ii) in the case of a threatened or actual taking of a material part of the Property, Seller shall assign to Buyer at the Closing Seller's entire right, title and interest in the proceeds thereof. If between the Effective Date and the Closing Date the Property suffers damage which is not material, Seller shall repair such damage at its expense prior to the Closing, and the Closing Date shall be extended for a reasonable period of time not to exceed 30 days to allow for completion of such repairs. The Closing Date shall be extended as necessary to permit Buyer to exercise its rights under this Article 10.

ARTICLE 11. GENERAL.

11.1 Notices. All notices, demands, approvals, and other communications provided for in this Agreement shall be in writing and shall be effective (a) when personally delivered to the recipient at the recipient's address set forth below; (b) five business days after deposit in a sealed envelope in the United States mail, postage prepaid, by registered or certified mail, return receipt requested, addressed to the recipient as set forth below; or (c) one business day after deposit with a recognized overnight courier or delivery service, addressed to the recipient as set forth below, whichever is earlier. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday.

The addresses for notice are:

SELLER:

With a copy to:

Phone: _____
Email: _____

Attn _____

Phone: _____
Email: _____

BUYER:

City of Stanton
Attn: Jarad Hildenbrand
7800 Katella Ave
Stanton CA 90680
Phone: (619) 409-6702
Email: JHildenbrand@ci.stanton.ca.us.com

With a copy to: Best Best & Krieger LLP
Attn: Elizabeth Hull
18101 Von Karman Ave., Suite 1000
Irvine, CA 92612
Phone: (949) 263-2600
Email: elizabeth.hull@bbklaw.com

Additional Copy: Best Best & Krieger LLP
Attn: Todd Gee
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Phone: (916) 325-4000
Email: todd.gee@bbklaw.com

Either party may change its address by written notice to the other given in the manner set forth above.

11.2 Entire Agreement. This Agreement and the Schedules and Exhibits hereto contain the entire agreement and understanding between Buyer and Seller concerning the subject matter of this Agreement and supersede all prior agreements, including any previous letter of intent or terms, understandings, conditions, representations and warranties, whether written or oral, made by Buyer or Seller concerning the Property or the other matters which are the subject of this Agreement.

11.3 Amendments and Waivers. No addition to or modification of this Agreement shall be effective unless set forth in writing and signed by the party against whom the addition or modification is sought to be enforced. The party benefited by any condition or obligation may waive the same, but such waiver shall not be enforceable by another party unless made in writing and signed by the waiving party.

11.4 Invalidity of Provision. If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

11.5 References. Unless otherwise indicated, (a) all Article, Section, Schedule and Exhibit references are to the articles, sections, schedules and exhibits of this Agreement, and (b) all references to days are to calendar days. All the Schedules and Exhibits attached hereto are incorporated herein by this reference. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls upon a Saturday, Sunday or California state holiday, such time for performance shall be extended to the next business day. The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so indicates or requires.

11.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed in California.

11.7 Confidentiality and Publicity. The parties shall at all times keep this transaction and any documents received from each other confidential, except to the extent necessary to (a) comply with applicable law and regulations, or (b) carry out the obligations set forth in this Agreement. Any such disclosure to third parties shall indicate that the information is confidential and should be so treated by the third party. No press release or other public disclosure may be made by Seller or any of its agents concerning this transaction without the prior consent of Buyer.

11.8 Time. Time is of the essence in the performance of the parties' respective obligations under this Agreement.

11.9 Attorneys' Fees. In the event of any legal or equitable proceeding to enforce any of the terms or conditions of this Agreement, or any alleged disputes, breaches, defaults or misrepresentations in connection with any provision of this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and costs of defense paid or incurred in good faith.

11.10 Assignment. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However, Seller shall not have the right to assign all or any portion of its interest in this Agreement without Buyer's prior written consent. Buyer shall have the right to assign all or any portion of its interest in this Agreement, or substitute for itself a nominee, upon notice to Seller not later than three days prior to the Closing Date.

11.11 Further Assurances. Seller, at any time before or after Closing, shall, at its own expense, execute, acknowledge and deliver any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer reasonably requested by Buyer and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of transferring and confirming to Buyer, or reducing to Buyer's possession, any or all of the Property or otherwise carrying out the terms of this Agreement.

11.12 Cooperation With Exchange. Each party agrees to cooperate with the other if such party intends to accomplish a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Buyer and/or Seller may assign this Agreement to an exchange intermediary for the purpose of facilitating such an exchange by the assigning party. Buyer's duty to cooperate shall be limited to the transfer of money to Seller or Seller's designee in exchange for the Property, and in no event shall Buyer act as purchaser or acquirer of any exchange property. Seller's duty to cooperate shall be limited to the transfer of the Property to Buyer or Buyer's designee and in no event will Seller exchange the Purchase Property for any exchange property designated by Buyer. The requesting party shall indemnify and defend and hold the other party harmless from any claims, loss, damages or liability arising out of participation in an exchange.

11.13 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 to it 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 hereto or give any third person any right of subrogation or action over against any party to this Agreement.

11.14 Remedies Cumulative. The remedies set forth in this Agreement are cumulative and not exclusive to any other legal or equitable remedy available to a party.

11.15 Commissions, Indemnity, Disclosure. Seller is being represented by INCO Commercial Realty, Broker of Record DRE #01359006, Jerry Ristrom, Salesperson DRE #01989222 ("**Seller's Broker**"). Seller shall be responsible for all commissions and/or fees due to Seller's Broker. Except for Seller's Broker, neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein. In the event that any such broker or finder claims a commission or finder's fee based upon any contact, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the other party in defending against the same. The party through whom any such other broker or finder makes a claim shall hold harmless, indemnify and defend the other party hereto, its successors and assigns, agents, employees, officers and directors, and the Property from and against any and all obligations, liabilities, claims, demands, liens, encumbrances and losses (including, without limitation, attorneys' fees), arising out of, based on, or incurred as a result of such claim. This Section 11.15 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement. The provisions of this Section shall survive the Closing or termination of this Agreement.

11.16 Counterparts/Facsimile/.PDF Signatures. This Agreement may be executed in counterparts and when so executed by the parties, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument that shall be binding upon the parties, notwithstanding that the parties may not be signatories to the same counterpart or counterparts. The parties may integrate their respective counterparts by attaching the signature pages of each separate counterpart to a single counterpart. In order to expedite the transaction contemplated herein, facsimile or .pdf signatures may be used in place of original signatures on this Agreement. Seller and Buyer intend to be bound by the signatures on the facsimile or .pdf document, are aware that the other party will rely on the facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BUYER:

CITY OF STANTON, a municipal corporation

By: _____

Its: _____

ATTEST

By: _____

Its: City Clerk

APPROVED AS TO FORM:
BEST BEST & KRIEGER LLP

By: _____

SELLER:

HASSAN ALKHOULI, AS TRUSTEE OF THE HASSAN
ALKHOULI REVOCABLE TRUST

By: _____

Hassan Alkouli, Trustee

Acceptance by Escrow Holder

Escrow Holder acknowledges receipt of the foregoing Agreement and accepts the instructions contained therein.

Dated: _____, 20____

By: _____

Name: _____

Title: _____

EXHIBIT A
LAND DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That portion of Lot 13 in Section 25, Township 4 South, Range 11 West, as shown on a map resurvey of the J.W. Bixby and Co's Subdivision of a part of the Rancho Los Alamitos, in the City of Stanton, County of Orange, State of California, filed in Book 2 Page 43, Record of Surveys, in the office of the County Recorder of Orange County, California, described as follows:

Beginning at the Northwest corner of Lot 1 of Tract No. 2060, in the City of Stanton, County of Orange, State of California, as shown on a map recorded in Book 61 Pages 11 to 14 inclusive of Miscellaneous Maps, Records of said Orange County.

Thence South $89^{\circ} 57' 40''$ West along the Northerly line of the South 20.00 acres of said Lot 13 a distance of 490.31 feet, said point being the true point of beginning.

Thence South $0^{\circ} 12' 10''$ East 123.23 feet to the Northerly line of land described in a deed belonging to Bruce M. Yarborough and wife, recorded November 3, 1949 in Book 1923 Page 119, of Official Records of said Orange County;

thence South $89^{\circ} 57' 40''$ West 170.00 feet along said Northerly line to the centerline of Stanton Road, as shown on said record of survey map;

thence North $0^{\circ} 12' 10''$ West 123.23 feet along said centerline to the Northerly line of the South 20 acres of said Lot 13;

thence North $89^{\circ} 57' 40''$ East 170.00 feet to the true point of beginning.

Excepting therefrom the West 30.00 feet.

APN: 131-241-21

EXHIBIT B
FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

ATTN:

EXEMPT FROM RECORDING FEES PURSUANT
TO GOVERNMENT CODE SECTION 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN:

Grant Deed

The undersigned Grantor(s) declare(s): The CITY OF STANTON is exempt from property taxes
Documentary transfer tax is \$0.00.

- ☐ Computed on full value of property conveyed, or
☐ Computed on full value less value of liens and encumbrances remaining at time of sale.
☒ Unincorporated area ☐ City of _____ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

hereby GRANT(S) to

the following described real property in unincorporated area
County of Orange
State of California:

SEE ATTACHED EXHIBIT A

Dated: _____, 20__

HASSAN ALKHOULI, AS TRUSTEE OF THE HASSAN
ALKHOULI REVOCABLE TRUST

Hassan Alkhoul, Trustee

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, Notary Public,
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

CERTIFICATE OF ACCEPTANCE

Pursuant to Section 27281 of the
California Government Code

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 20 __, from _____, to the **CITY OF STANTON**, is hereby accepted by the undersigned officer on behalf of the City of Stanton, pursuant to the authority conferred by Resolution No. _____, adopted by the City Council for the CITY OF STANTON on _____, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 20 __

CITY OF STANTON, a municipal
corporation

By _____

EXHIBIT C

BILL OF SALE

THIS BILL OF SALE (this "**Bill of Sale**") is executed as of the ____ day of _____, 2020, by _____ ("**Seller**"), in favor of _____ d ("**Buyer**").

1. Land. The "**Land**" shall mean the real property located at 11870 Beach Blvd., Stanton, CA 90680 commonly known as Assessor's Parcel No. _____ as more particularly described in **Exhibit A** attached to that certain Purchase Agreement dated _____, between Seller and Buyer.

2. Personal Property. The "**Personal Property**" shall mean all furnishings, equipment and other tangible personal property, if any, owned by Seller that are located on the Land, including, without limitation that certain mobile home unit (Insert vehicle identification number).

3. Intangible Personal Property. The "**Intangible Personal Property**" shall mean all licenses, permits, warranties and guarantees owned by Seller, if any, as they relate to the Land or its operations.

4. Sale. For good and valuable consideration received by Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, assigns and transfers the Personal Property and Intangible Personal Property to Buyer.

5. Power and Authority. Seller represents and warrants to Buyer that it is fully empowered and authorized to execute and deliver this Bill of Sale, and that the individual signing this Bill of Sale on behalf of Seller is duly empowered and authorized to do so.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale the day and year first above written.

HASSAN ALKHOULI, AS TRUSTEE OF THE HASSAN
ALKHOULI REVOCABLE TRUST

By: _____
Hassan Alkhoul, Trustee

EXHIBIT D

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the CITY OF STANTON (the "Transferee"), that withholding of tax under Section 1445 of the Code will not be required upon the transfer of a U.S. real property interest to the Transferee by _____ (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Transferor's U.S. employer identification number is _____; and
3. The Transferor's office address is _____.

The Transferor understands that this Certificate may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this Certification and, to the best of my knowledge and belief, it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

DATED: _____, 20__.

HASSAN ALKHOULI, AS TRUSTEE OF THE HASSAN
ALKHOULI REVOCABLE TRUST

By: _____
Hassan Alkhoul, Trustee