



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, OCTOBER 13, 2020 - 6:30 P.M.

SAFETY ALERT – NOTICE REGARDING COVID-19

The President, Governor, and the City of Stanton have declared a State of Emergency as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor also issued Executive Order N-25-20 that directs Californians to follow public health directives including cancelling all large gatherings. Governor Newsom also issued Executive Order N-29-20 which lifts the strict adherence to the Brown Act regarding teleconferencing requirements and allows local legislative bodies to hold their meetings without complying with the normal requirements of in-person public participation. Pursuant to the provisions of the Governor’s Executive Orders N-25-20 and N-29-20 the October 13, 2020, Joint Regular City Council Meeting will be held telephonically.

The health and well-being of our residents is the top priority for the City of Stanton and you are urged to take all appropriate health safety precautions. To that end, out of an abundance of caution the City of Stanton is eliminating in-person public participation. Members of the public wishing to access the meeting will be able to do so telephonically.

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

1. Dial the following phone number +1 (669) 900-9128 US (San Jose).
2. Dial in the following **Meeting ID: (831 0241 9930)** to be connected to the meeting.

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

E-Mail your comments to pvazquez@ci.stanton.ca.us with the subject line “PUBLIC COMMENT ITEM #” (*insert the item number relevant to your comment*). Comments received no later than 5:00 p.m. before the meeting (*Tuesday, October 13, 2020*) will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

The Stanton City Council and staff thank you for your continued patience and cooperation during these unprecedented times. Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk’s Office at (714) 890-4245.

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

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

1. CLOSED SESSION (6:00 PM)

- 2. ROLL CALL** Council / Agency / Authority Member Ramirez
Council / Agency / Authority Member Taylor
Council / Agency / 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 REAL PROPERTY NEGOTIATOR
(Pursuant to Government Code Section 54956.8)**

Property: 10622 Court Avenue, Stanton, CA (APN 126-444-11)
10662 Court Avenue, Stanton, CA (APN 126-444-12)

Agency Negotiators: Jarad L. Hildenbrand, City Manager, City of Stanton
Jennifer Lilley, Community & Economic Development
Director

Negotiating Parties: City of Stanton
NTV Construction

Under Negotiation: Price and terms of payment.

5. **CALL TO ORDER / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**
6. **ROLL CALL** Council / Agency / Authority Member Ramirez
Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Van
Mayor Pro Tem / Vice Chairperson Warren
Mayor / Chairman Shawver
7. **PLEDGE OF ALLEGIANCE**
8. **SPECIAL PRESENTATIONS AND AWARDS** **None.**
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 September 11, 2020 – September 24, 2020, in the amount of \$2,328,364.57.

- 9C. **APPROVAL OF MINUTES**

City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – September 22, 2020.

9D. JULY 2020 GENERAL FUND REVENUE AND EXPENDITURE REPORT

The monthly General Fund Revenue and Expenditure Report for the month ended July 31, 2020, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) 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 for the month ended July 31, 2020.

9E. AUGUST 2020 GENERAL FUND REVENUE AND EXPENDITURE REPORT

The monthly General Fund Revenue and Expenditure Report for the month ended August 31, 2020, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) 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 for the month ended August 31, 2020.

9F. AUGUST 2020 INVESTMENT REPORT

The Investment Report as of August 31, 2020, 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 August 2020.

9G. AWARD OF CONTRACT TO DEMOLISH THE BUILDING AT 8931 PACIFIC AVENUE BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AND APPROPRIATION OF FUNDS

The building located at 8931 Pacific Avenue is in in severe disrepair and is no longer viable. Bids to demolish this building were opened on May 14, 2020. Based on post bid analysis of the two (2) bids received, staff recommends that the bid submitted by AMPCO Contracting, Inc. to be the lowest responsible bid. The cost for completing these services is a maximum of \$95,848. Staff is seeking an appropriation from the Housing Authority Fund (#285) of \$300,000 to fund the cost of this demolition and other demolitions planned during Fiscal Year 2020/21.

RECOMMENDED ACTION:

1. City Council declare the work proposed under this scope increase to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301I (3); and
2. Award a construction contract for the FY 19/20 City Buildings Abatement and Demolition Project to the lowest responsible bidder APMCO Contracting, Inc. for the amount \$95,848; and
3. Authorize the City Manager to bind the City of Stanton with APMCO Contracting, Inc. in a contract for the completion of the FY 19/20 City Buildings Abatement and Demolition Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10%; and
5. Appropriate \$300,000 from the Housing Authority Fund (#285) to fund demolition costs.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1104

This Ordinance was introduced at the regular City Council meeting of September 22, 2020.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1104, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING ZONING CODE AMENDMENT ZCA 20-01 AMENDING TABLE 2-12 OF CHAPTER 20.230.050 OF THE STANTON MUNICIPAL CODE TO INCREASE THE DENSITY RANGE TO 90 DWELLING UNITS PER ACRE, WITHIN THE SOUTH GATEWAY MIXED-USED (SGMX) OVERLAY ZONE AND FIND THAT THE PROJECT IS CATEGORICALLY EXEMPT PER CALIFORNIA ENVIRONMENTAL QUALITY ACT, PUBLIC RESOURCE CODE SECTION 15332, CLASS 32 (INFILL DEVELOPMENT)”; and

2. City Council adopt Ordinance No. 1104.

ROLL CALL VOTE:

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

11B. APPROVAL OF ORDINANCE NO. 1105

This Ordinance was introduced at the regular City Council meeting of September 22, 2020.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1105, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BONANNI DEVELOPMENT FOR CERTAIN REAL PROPERTY LOCATED AT 12331-12435 BEACH BOULEVARD WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.”; and

2. City Council adopt Ordinance No. 1105.

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

12. NEW BUSINESS None.

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 or on a particular item may do so by submitting their comments via E-Mail to pvazquez@ci.stanton.ca.us with the subject line “PUBLIC COMMENT ITEM #” (*insert the item number relevant to your comment*) or “PUBLIC COMMENT NON-AGENDA ITEM #”. Comments received by 5:00 p.m. will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

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 FIRE AUTHORITY

At this time the Orange County Fire Authority 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 8th day of October, 2020.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

September 11, 2020 - September 24, 2020

Electronic Transaction Nos.	1152 - 1164	\$	148,129.63
Check Nos.	132759 - 132836	\$	2,180,234.94

TOTAL	\$	2,328,364.57
-------	----	--------------

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

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING SEPTEMBER 22, 2020

1. **CLOSED SESSION** None.

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

The meetings were called to order at 6:35 p.m. by Mayor / Chairman Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Ms. HongDao Nguyen, City Attorney.

4. **ROLL CALL**

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

Absent: None.

Excused: None.

5. **SPECIAL PRESENTATIONS AND AWARDS**

The City Council presented a proclamation to the Orange County Fire Authority declaring the week of October 4-10, 2020, as Fire Prevention Week in the City of Stanton.

6. **CONSENT CALENDAR**

Motion/Second: Warren/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 unanimously approved the following Consent Calendar items:

DRAFT

CONSENT CALENDAR

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

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated August 14, 2020 – September 10, 2020, in the amount of \$3,959,056.86.

6C. APPROVAL OF MINUTES

1. The City Council approved Minutes of Special Meeting – Study Session – August 25, 2020; and
2. The City Council/Agency/Authority Board approved Minutes of Special Joint Meeting – August 25, 2020; and
3. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – August 11, 2020.

6D. AUGUST 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of August 31, 2020 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Successor Agency finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of August 2020.

DRAFT

6E. APPROVE PURCHASE OF EMPLOYEE SELF-SERVICES AND HUMAN RESOURCES MANAGEMENT SUBSCRIPTIONS AND APPROPRIATION OF FUNDS (SPRINGBROOK)

Staff is seeking City Council approval for an amendment to the consultant services agreement with OpenGov, Inc. ("OpenGov") to purchase the budgeting and planning software (Attachment A). The Fiscal Year 2020/21 cost of \$34,957 is included in the City's Fiscal Year 2020/21 Adopted Budget.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Waived the competitive bidding requirements in the City's purchasing policy for this procurement; and
3. Authorized the City Manager to execute the documents necessary to purchase the annual Employee Self Services and Human Resources Management subscriptions from Springbrook; and
4. Appropriated \$17,780 from the available balance in the General Fund for the Fiscal Year 2020/21 costs.

6F. JULY 2020 INVESTMENT REPORT

The Investment Report as of July 31, 2020, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of July 2020.

DRAFT

6G. SECOND AMENDMENT TO CONTRACT WITH BEST BEST AND KRIEGER FOR CITY ATTORNEY SERVICES

The City Council is requested to consider extending the contract with Best, Best and Krieger for City Attorney Services naming HongDao Nguyen as City Attorney.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorized the Mayor to execute the Second Amendment with Best, Best and Krieger for City Attorney Services.

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS

7A. PUBLIC HEARING TO CONSIDER ZONING CODE AMENDMENT ZCA 20-01, DEVELOPMENT AGREEMENT DA 20-03, PLANNED DEVELOPMENT PERMIT PDP 20-04, AND SITE PLAN AND DESIGN REVIEW SPDR-807 FOR A NEW 321-UNIT, MULTI-FAMILY APARTMENT COMMUNITY FOR PROPERTIES LOCATED AT 12331-12435 BEACH BOULEVARD LOCATED IN THE COMMERCIAL GENERAL (CG) AND SOUTH GATEWAY MIXED-USE (SGMX) OVERLAY ZONE

A public hearing to consider a 321-unit, multi-family apartment community with a 546 space, multi-level parking structure, and associated improvements located at 12331-12435 Beach Boulevard. Applications include Zoning Code Amendment ZCA 20-01, Development Agreement DA 20-03, Planned Development Permit PDP 20-04 and Site Plan and Design Review SPDR-807.

Staff report by Ms. Jennifer Lilley, Community & Economic Development Director.

Presentation by applicant Mr. Chris Segesman, Bonanni Development.

The public hearing was opened.

- The Nguyen Family, residents, submitted an e-comment in opposition of the proposed project and expressed their concerns with the amount of units that are being proposed within one lot, which would create excess noise and further expressed concerns regarding the height of the proposed development, which would block the sun and affect their solar panels and its functions and also their view of the sun rise, sky, and horizon.

DRAFT

- Mr. Gregory Antonowitsch, resident, submitted an e-comment in opposition of the proposed project and expressed his concerns regarding the density not being consistent with any current residential apartment densities within the City, CEQA findings, the proposed development not being consistent with the City's current master plan which eliminates prime commercial real estate that could add to the City's revenue producing businesses, what financial mitigations are being proposed to address the increase in City services to support the added population, proposed inadequate parking plan, safety hazards due to the lack of parking, and stated that the proposed development is going to result in less quality of life and will lower the City's property values for the surrounding neighborhoods.
- The Kennedy Commission, submitted an e-comment in opposition of the proposed project and requested that the City examine the proposed density bonus incentives, it's land use application and it's affordable housing commitments in the Housing Element on these sites and urged the City to approve new housing developments in a way that will help the City of Stanton meeting housing needs and Housing Element goals in an equitable manner.
- Mr. Gregory Antonowitsch, resident, submitted an e-request to speak card and spoke in opposition of the proposed project and expressed his concerns regarding the density not being consistent with any current residential apartment densities within the City, that the proposed project is not consistent with the Stanton vision, further expressed concerns regarding both vehicle and pedestrian traffic on Beach Boulevard, and inquired if a traffic light would be installed at the entrance of the proposed development.

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

The City Council questioned staff regarding allotted guest parking spots, general parking inquires, total bedroom count, projected normal occupancy target audience, and stay rate.

Motion/Second: Ramirez/Warren

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

Motion unanimously carried:

DRAFT

1. The City Council conducted a public hearing; and
2. Introduced Ordinance No. 1104, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING ZONING CODE AMENDMENT ZCA 20-01 AMENDING TABLE 2-12 OF CHAPTER 20.230.050 OF THE STANTON MUNICIPAL CODE TO INCREASE THE DENSITY RANGE TO 90 DWELLING UNITS PER ACRE, WITHIN THE SOUTH GATEWAY MIXED-USED (SGMX) OVERLAY ZONE AND FIND THAT THE PROJECT IS CATEGORICALLY EXEMPT PER CALIFORNIA ENVIRONMENTAL QUALITY ACT, PUBLIC RESOURCE CODE SECTION 15332, CLASS 32 (INFILL DEVELOPMENT)”; and

3. Introduced Ordinance No. 1105, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BONANNI DEVELOPMENT FOR CERTAIN REAL PROPERTY LOCATED AT 12331-12435 BEACH BOULEVARD WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ”; and

4. Adopted Resolution No. 2020-43 approving Planned Development Permit PDP 20-04 and Site Plan and Design Review SPDR-807 to construct a new 321-unit Multi-family apartment community, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CALIFORNIA, APPROVING PLANNED DEVELOPMENT PERMIT PDP 20-04 AND SITE PLAN AND DESIGN REVIEW SPDR-807 FOR A NEW 321-UNIT MULTI-FAMILY APARTMENT COMMUNITY FOR PROPERTIES LOCATED AT 12331-12435 BEACH BOULEVARD LOCATED IN THE COMMERCIAL GENERAL (CG) AND SOUTH GATEWAY MIXED-USE (SGMX) OVERLAY ZONE”; and

5. Set Ordinance Nos. 1104 and 1105 for second reading at the regular City Council meeting on October 13, 2020.

DRAFT

8. UNFINISHED BUSINESS None.

9. NEW BUSINESS

9A. LISTING AGREEMENT WITH LAND ADVISORS ORGANIZATION FOR TINA-PACIFIC NEIGHBORHOOD REAL ESTATE SERVICES

Requested is authorization to allow the City Manager to enter into a professional services agreement with Park Place Partners, Inc. d/b/a/ Land Advisors Organization, to negotiate the sale of the Tina Pacific Neighborhood properties and serve as the exclusive broker.

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

- Mr. Curtis Gibbs, Community Action Partnership of Orange County submitted an e-comment urging the City to remain committed to prioritizing the area for affordable housing developments with rents that are low, very low, and extremely low.
- The Kennedy Commission, submitted an e-comment in opposition of the proposed sale of agency owned affordable housing sites for market rate development and stated that the sites were acquired for the exclusive development of affordable housing to help the City meet its housing needs for lower income families. The Kennedy Commission further stated that the City's current policies and development efforts have not produced affordable housing and that these sites are imperative to meeting the City's affordable housing needs for low income families.

Motion/Second: Ramirez/Warren

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

Motion unanimously carried:

1. The City Council declared that this project is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(C)(3); and
2. Authorized the City Manager to enter into an exclusive agreement with Park Place Partners, Inc. to negotiate the sale of Tina-Pacific real properties.

DRAFT

9B. 2020 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE RESOLUTIONS AND APPOINTMENT OF VOTING DELEGATE

The League of California Cities Annual Conference and Expo is virtually scheduled for October 7 - 8, 2020. The League's Annual Business Meeting will be virtually held on October 9, 2020. At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and review the League of California Cities resolution packet to determine the City's position on each resolution so that the voting delegate can represent the City's position.

Resolution:

Calling for an amendment of Section 230 of the Communications Decency Act of 1996 to require social media companies to remove materials which promote criminal activities (Information Resolution Packet attached).

Staff report by Ms. Patricia A. Vazquez, City Clerk.

Motion/Second: Shawver/Ramirez

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

Motion unanimously carried:

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. Designated Council Member Gary Taylor as the City's voting delegate and Council Member Hong Alyce Van as the City's alternate voting delegate to serve as the City's representatives at the virtual 2020 League of California Cities Annual Conference and Expo; and
3. Directed Council Member Gary Taylor and Council Member Hong Alyce Van to vote as they saw fit for the betterment of the City at the 2020 Annual League of California Cities Conference and Expo on the proposed Resolution.

DRAFT

9C. HOMEKEY PROGRAM PERMANENT SUPPORTIVE HOUSING FUNDING COMMITMENT FOR STANTON INN AND SUITES AND TAHITI MOTEL

The City has received a request from the County of Orange and Jamboree Housing to consider partnering in the acquisition of motels in the City of Stanton for rehabilitation and conversion into permanent supportive housing projects.

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

Presentation by Jason Austin, County of Orange, Orange County Health Care Agency.

- Presentation by Victoria Ramirez, Jamboree Housing.
- Presentation by George Searcy, Jamboree Housing.
- The Kennedy Commission, submitted an e-comment in support of the Homekey Program and commended the City for its leadership and commitment in encouraging and facilitating the development of permanent supportive housing and encouraged the City to continue prioritizing permanent supportive housing and affordable housing for families with extremely low, very low, and low income levels.
- Assemblywoman Sharon Quirk-Silva, California State Assembly District 65, submitted an e-comment in support of the Homekey Program and stated that the proposed recommendations would commit \$5 million of the Housing Authority's \$15 million for the County's acquisition and rehabilitation of existing motel properties in Stanton for use as permanent supportive housing; and
 - Through the Project Homekey application, submitted by the County of Orange and Jamboree Housing, funds to purchase and rehabilitate two buildings will help to provide permanent supportive housing in the City of Stanton; and
 - As Chair of the Select Committee on the Orange County Chronic Homelessness she has seen first-hand the need for permanent supportive housing, in the North SPA area; and
 - Since the creation of the Navigation Center in Buena Park, and the great work being done in the North SPA area, the need is visible for the next step of permanent supportive housing in North Orange County.

The City Council questioned staff regarding if Stanton residents will receive preference, if the Count is willing to make a commitment and not return to the City for any further funding, interim housing, interim housing participant benefits, expected occupancy, timeframe to permanent supportive housing, room conversion timeframe, reassurance of plan of operation, standard rent costs, and eviction processes.

DRAFT

Motion/Second: Shawver/Ramirez

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

Motion unanimously carried:

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Section 15378; and
2. Approved a funding commitment in the amount of \$5 million from the Housing Authority for Permanent Supportive Housing Projects in the City of Stanton; and
3. Authorized the City Manager to execute funding commitment letters memorializing City Council's intent to provide \$5 million in Housing Authority funds, with a final funding agreement submitted to the City Council for approval at a future meeting.

10. ORAL COMMUNICATIONS – PUBLIC

- Ms. Ashley Owen, resident, submitted an e-comment in opposition to Proposition 16, stating that it gives government power to discriminate its own residents based on race and gender.
- Teame Ozeqbe, submitted an e-comment in opposition to Proposition 16, citing that it will allow the State to discriminate against all based on race, gender or color and allow special treatment by the State in college admissions, jobs and contracting and that this is unconstitutional and against the American value of equal rights.
- Wei Huang, Resident, submitted an e-comment in opposition to Proposition 16, stating that it will lead California into the wrong direction and will inevitable encourage government bureaucracy and corruption and will cost the taxpayers billions of dollars to clean up the foreseeable mess that it will create.
- Ms. Sue Zhao, submitted an e-comment in opposition to Proposition 16, stating that Proposition 16 is against the law and is legalizing discrimination and urged residents to help stop discrimination of any race in our community and in our state.

DRAFT

11. WRITTEN COMMUNICATIONS None.

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

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

- Council Member Van reported that the Orange County Public Library Grab and Go services is now available, services include a designated browsing area, self check-out stations and distance single-user computer stations by reservation.
- Council Member Van reported on an upcoming Back to School event hosted by the Orange County Public Library - Stanton Library, which is scheduled to be held on September 24, 2020 from 4-6 pm. The drive thru event will include a goodie bag with books and crafts for kids.
- Mayor Shawver reported that on October 3, 2020 the Orange County Food Bank will be distributing over 500 boxes of food to those in need and welcomed the Stanton community to volunteer in the distribution of food to those in need.

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

Mayor Shawver requested to agendaize discussion regarding supporting and joining the non-profit run "Promise Ticket Program" which is designed for disadvantaged individuals who are in need of support in payment assistance for things such as citations.

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

None.

12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE FEASIBILITY OF UTILIZING THE ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) PROPERTY NEAR CERRITOS AVENUE AND WESTERN AVENUE FOR A POSSIBLE DOG PARK AND/OR WALKING TRAIL

At the August 25, 2020 City Council meeting, Mayor Shawver requested that this item be agendaized for discussion.

Consensus was received and the City Council directed staff to proceed with research and a staff report obtaining information on the feasibility of utilizing the Orange County Transportation Authority property near Cerritos Avenue and Western Avenue for a possible dog park and/or walking trail.

DRAFT

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

Ms. HongDao Nguyen, City Attorney, expressed her gratitude to City Council in trusting her to serve the City of Stanton behind the scenes for the last seven years and now as the lead City Attorney and stated that she will continue to work extremely hard for the City of Stanton.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Mr. Jarad L. Hildenbrand, City Manager, reported on the City's upcoming Virtual Citizens Academy, which is scheduled to begin on September 23, 2020.
- Ms. Zenia Bobadilla, Community Services Director reported on the upcoming Spooky Movies Under the Stars event, which will be held at Stanton Central Park on Friday, October 23, 2020.
- Ms. Zenia Bobadilla, Community Services Director reported on an upcoming Community meeting to obtain community feedback on the Premier Park Playground Project, which is scheduled to be held on September 28, 2020 at Premier Park.

14A. ORANGE COUNTY FIRE AUTHORITY

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

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

14B. 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.

- Lieutenant Nate L. Wilson provided the City Council with an update on their current operations.

DRAFT

15. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 8:33 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: October 13, 2020

SUBJECT: JULY 2020 GENERAL FUND REVENUE AND EXPENDITURE REPORT

REPORT IN BRIEF:

The monthly General Fund Revenue and Expenditure Report for the month ended July 31, 2020, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) 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 for the month ended July 31, 2020.

ANALYSIS:

The attached reports summarize the City revenue and expenditure balances for the General Fund as of July 31, 2020. The reports include information for the month of July, 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.

During the first month of the City's fiscal year, much of the revenues that were collected were revenues related to Fiscal Year 2019/20. It is not unusual that the City has only collected less than 2% of budgeted revenues through July 31st. For example, all the property and sales tax payments the City received during the month of July were reflected in Fiscal Year 2019/20 revenues for the City's year end close. The first property tax payment for Fiscal Year 2020/21 was received in August. The first sales tax payment for Fiscal Year 2020/21 was received in September.

FISCAL IMPACT:

Per Attachment C, the City's General Fund reserves is expected to be \$19.3 million by June 30, 2021, which is an improvement from the \$16.2 million that was projected when the City Council adopted the City's Fiscal Year 2020/21 budget in June 2020. The reasons for these improved results are primarily due to the impact of COVID-19 on the City's General Fund was less than originally anticipated. For example, rather than experiencing a loss in sales tax and transient occupancy tax revenues in Fiscal Year 2019/20, the City's actual revenues exceeded the Fiscal Year 2019/20 budget. In addition, the spending freeze imposed by the City Manager in April, contributed to the General Fund's actual expenditures being less than the budgeted amount.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

- A. July 2020 General Fund Revenues
- B. July 2020 General Fund Expenditures
- C. General Fund Reserves

CITY OF STANTON
July 2020 General Fund Revenues (8% of year)

	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year To Date Actual *	Percent of Budget	FY 2019/20 Actual ⁽¹⁾	% Change from Prior Year
TAXES						
Property Tax	\$ 6,540,995	\$ 6,540,995	\$ -	0.00%	\$ 26,184	-100.00%
Sales and Use Tax	4,122,000	4,122,000	-	0.00%	440,409	-100.00%
Transactions and Use Tax	4,092,000	4,092,000	-	0.00%	392,953	-100.00%
Transient Occupancy Tax	432,000	432,000	-	0.00%	75,453	-100.00%
Franchise Fees	1,080,935	1,080,935	-	0.00%	41,006	-100.00%
Business Licenses	181,000	181,000	2,463	1.36%	2,422	1.69%
Utility Users Tax	1,939,325	1,939,325	-	0.00%	105,101	-100.00%
Tax Increment Pass-thru Payment	300,410	300,410	-	0.00%	-	0.00%
TAXES-TOTAL (1)	18,688,665	18,688,665	2,463	0.01%	1,083,528	-99.77%
INTERGOVERNMENTAL						
County WDA Shared Revenue	156,630	156,630	-	0.00%	-	0.00%
Mandated Cost Reimbursement	32,115	32,115	-	0.00%	-	0.00%
Motor Vehicle In Lieu	20,000	20,000	-	0.00%	-	0.00%
Public Safety Augmentation Tax	140,600	140,600	-	0.00%	12,606	-100.00%
Planning Grants	-	100,000	-	0.00%	-	0.00%
Grant	4,200	4,200	-	0.00%	-	0.00%
INTERGOVERNMENTAL-TOTAL	353,545	453,545	-	0.00%	12,606	-100.00%
CHARGES FOR SERVICES						
Charges for Services	255,045	255,045	-	0.00%	-	0.00%
Information Technology Charges	24,675	24,675	-	0.00%	-	0.00%
Indirect Cost Reimbursement	-	-	-	**	134,605	-100.00%
CHARGES FOR SERVICES-TOTAL	279,720	279,720	-	0.00%	134,605	-100.00%
FEES AND PERMITS						
Solid Waste Impact Fees	1,150,000	1,150,000	-	0.00%	94,309	-100.00%
Building Permits and Fees	832,350	832,350	337,326	40.53%	173,936	93.94%
Planning Permits and Fees	173,500	173,500	10,357	5.97%	34,040	-69.57%
Engineering Permits and Fees	54,235	54,235	3,811	7.03%	4,553	-16.30%
Public Benefit Fee	-	-	-	0.00%	-	0.00%
Recycling Fees	96,975	96,975	-	0.00%	-	0.00%
Other Permits and Fees	315,875	315,875	12,168	3.85%	20,911	-41.81%
Community Services Fees	49,000	49,000	-	0.00%	2,591	-100.00%
FEES AND PERMITS -TOTAL	2,671,935	2,671,935	363,662	13.61%	330,340	10.09%
FINES AND FORFEITURES						
General Fines	500	500	-	0.00%	27	-100.00%
Motor Vehicle Fines	111,765	111,765	-	0.00%	9,450	-100.00%
Parking Citations	200,000	200,000	7,385	3.69%	25,028	-70.49%
DMV Parking Collections	60,000	60,000	-	0.00%	7,092	-100.00%
Administrative Citation	5,000	5,000	600	12.00%	210	185.71%
FINES AND FORFEITURES-TOTAL	377,265	377,265	7,985	2.12%	41,807	-80.90%
USE OF MONEY AND PROPERTY						
Investment Earnings	161,000	161,000	-	0.00%	1,713	-100.00%
Unrealized Gains/Losses	-	-	34,505	**	-	100.00%
Rental Income	80,530	80,530	1,679	2.08%	13,537	-87.60%
USE OF MONEY AND PROPERTY-TOTAL	241,530	241,530	36,184	14.98%	15,250	137.27%
MISCELLANEOUS REVENUE						
Miscellaneous Revenue	10,500	10,500	-	0.00%	12,314	-100.00%
MISCELLANEOUS REVENUE-TOTAL	10,500	10,500	-	0.00%	12,314	-100.00%
TRANSFERS IN						
From Gas Tax Fund	120,500	120,500	-	0.00%	-	0.00%
From Protective Services Fund	413,590	413,590	-	0.00%	190,000	-100.00%
From Supplemental Law Enforcement Grants	93,590	93,590	-	0.00%	-	0.00%
TRANSFERS IN-TOTAL	627,680	627,680	-	0.00%	190,000	-100.00%
TOTAL REVENUES AND TRANSFERS IN	\$ 23,250,840	\$ 23,350,840	\$ 410,294	1.76%	\$ 1,820,450	-77.46%

* = Actual data is reported through July 2020.

(1) - Property tax revenue reported for Fiscal Year 2018/19 represent revenues that eventually were reclassified to Fiscal Year 2017/18 for year end financial reporting purposes.

TAXES
July 2020 General Fund Revenues (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year To Date Actual *	% of Budget	FY 2019/20 Actual (1)	% Change From Prior Year
101	General Fund						
430100	Current Year-Secured	\$ 1,096,000	\$ 1,096,000	\$ -	0.00%	\$ 13,739	-100.00%
430105	Current Year-Unsecured	35,000	35,000	-	0.00%	-	0.00%
430110	Property Tax-Prior Year	1,000	1,000	-	0.00%	-	0.00%
430115	Property Tax-Supplemental	31,890	31,890	-	0.00%	3,918	-100.00%
430120	Residual Redevelopment Property Tax	950,790	950,790	-	0.00%	-	0.00%
430121	In-Lieu Vehicle License Fee	4,315,000	4,315,000	-	0.00%	-	0.00%
430125	Property Tax-Public Utility	41,275	41,275	-	0.00%	-	0.00%
430130	Tax Administration Fees	(5,000)	(5,000)	-	0.00%	-	0.00%
430135	Homeowners Tax Relief	4,990	4,990	-	0.00%	-	0.00%
430140	Property Transfer Tax	70,050	70,050	-	0.00%	8,527	-100.00%
430200	Sales And Use Tax	4,122,000	4,122,000	-	0.00%	440,409	-100.00%
430300	Transient Occupancy Tax	432,000	432,000	-	0.00%	75,453	-100.00%
430405	Franchise Tax/Cable TV	226,200	226,200	-	0.00%	-	0.00%
430410	Franchise Tax/Electric	197,200	197,200	-	0.00%	-	0.00%
430415	Franchise Tax/Gas	57,685	57,685	-	0.00%	-	0.00%
430420	Franchise Tax/Refuse	521,850	521,850	-	0.00%	41,006	-100.00%
430425	Franchise Tax/Water	78,000	78,000	-	0.00%	-	0.00%
430500	Business License Tax	181,000	181,000	2,463	1.36%	2,422	1.69%
430600	Util User Tax/Electricity	934,720	934,720	-	0.00%	61,359	-100.00%
430605	Util User Tax/Telephone	383,210	383,210	-	0.00%	21,519	-100.00%
430610	Util User Tax/Gas	206,925	206,925	-	0.00%	2,090	-100.00%
430615	Util User Tax/Water	414,470	414,470	-	0.00%	20,133	-100.00%
440100	AB 1389 Pass Through from RDA	300,410	300,410	-	0.00%	-	0.00%
101	General Fund	14,596,665	14,596,665	2,463	0.02%	690,575	-99.64%
102	General Fund (Transactions & Use Tax)						
430250	Transactions & Use Tax	4,092,000	4,092,000	-	0.00%	392,953	-100.00%
102	General Fund (Transactions & Use Tax)	4,092,000	4,092,000	-	0.00%	392,953	-100.00%
TAXES - TOTAL		\$ 18,688,665	\$ 18,688,665	\$ 2,463	0.01%	\$ 1,083,528	-99.77%

(1) - Property tax revenue reported for Fiscal Year 2018/19 represent revenues that eventually were reclassified to Fiscal Year 2017/18 for year end financial reporting purposes.

* = Actual data is reported for July 2020.

INTERGOVERNMENTAL
July 2020 General Fund Revenues (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year To Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
432121	County WDA Shared Revenue	\$ 156,630	\$ 156,630	\$ -	0.00%	\$ -	**
432135	Mandated Cost Reimbursement	32,115	32,115	-	0.00%	-	**
432150	Motor Vehicle In Lieu	20,000	20,000	-	0.00%	-	**
432180	Public Safety Augmentation Tax	140,600	140,600	-	0.00%	12,606	-100.00%
432245	Planning Grants	-	100,000	-	0.00%	-	**
432256	Grant	4,200	4,200	-	0.00%	-	**
INTERGOVERNMENTAL - TOTAL		\$ 353,545	\$ 453,545	\$ -	0.00%	\$ 12,606	-100.00%

* = Actual data is reported for through July 2020.

CHARGES FOR SERVICES
July 2020 General Fund Revenues (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year To Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
433100	Charges For Services	\$ 255,045	\$ 255,045	\$ -	0.00%	\$ -	**
433136	Information Technology Charges	24,675	24,675	-	0.00%	-	**
437136	Indirect Cost Reimbursement	-	-	-	**	134,605	-100.00%
CHARGES FOR SERVICES - TOTAL		\$ 279,720	\$ 279,720	\$ -	0.00%	\$ 134,605	-100.00%

* = Actual data is reported for through July 2020.

FEES AND PERMITS
July 2020 General Fund Revenues (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year To Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
431100	Building Plan Check Fees	\$ 139,500	\$ 139,500	\$ 6,268	4.49%	\$ 13,179	-52.44%
431105	Mechanical Permits	111,600	111,600	54,380	48.73%	29,865	82.09%
431110	Building Permits	465,000	465,000	236,239	50.80%	114,282	106.72%
431115	Plumbing Permits	46,500	46,500	20,945	45.04%	6,650	214.96%
431120	Electrical Permits	69,750	69,750	19,494	27.95%	9,960	95.72%
431130	Engineering Plan Check Fees	14,235	14,235	810	5.69%	850	-4.71%
431135	Public Works Permits	40,000	40,000	3,001	7.50%	3,703	-18.96%
431140	S M I P - Commercial Fees	200	200	11	5.50%	79	-86.08%
431145	S M I P-Residential Permits	3,000	3,000	9	0.30%	722	-98.75%
431146	SB 1473 Fee	1,500	1,500	495	33.00%	278	78.06%
431160	Solid Waste Impact Fees	1,150,000	1,150,000	-	0.00%	94,309	-100.00%
431185	Parking Permits	50,000	50,000	2,418	4.84%	380	536.32%
431190	Towing Franchise Fee	20,000	20,000	-	0.00%	6,030	-100.00%
431195	Other Fees & Permits	30,000	30,000	4,995	16.65%	5,973	-16.37%
433200	Conditional Use Permit	8,000	8,000	-	0.00%	-	**
433205	Precise Plan Of Design	15,000	15,000	-	0.00%	-	**
433210	Variance	3,000	3,000	-	0.00%	-	**
433220	Preliminary Plan Review	8,000	8,000	-	0.00%	-	**
433225	Environmental Services	500	500	-	0.00%	-	**
433227	Foreclosure Registration	10,000	10,000	1,343	13.43%	1,126	19.27%
433235	Land Divisions	5,000	5,000	-	0.00%	-	**
433240	Special Event Permits	700	700	-	0.00%	-	**
433245	Sign/Ban'R/Gar Sa/Temp Use Per	5,000	5,000	230	4.60%	1,190	-80.67%
433250	Ministerial Services	8,000	8,000	2,010	25.13%	1,845	8.94%
433260	Landscape Plan Check	1,000	1,000	-	0.00%	650	-100.00%
433266	Massage Establishment License	2,000	2,000	-	0.00%	-	**
433270	General Plan Maint Surcharge	10,000	10,000	5,565	55.65%	2,730	103.85%
433285	Other Developmental Fees	100,000	100,000	1,209	1.21%	26,499	-95.44%
433305	General Recreation Programs	30,000	30,000	-	0.00%	2,027	-100.00%
433315	Sports Fields	19,000	19,000	-	0.00%	564	-100.00%
437115	Recycling Fees	96,975	96,975	-	0.00%	-	**
430505	New/Moved Bus Lic Appl Rev	63,500	63,500	2,530	3.98%	5,869	-56.89%
430510	Business Tax Renewal Process	144,500	144,500	1,525	1.06%	1,310	16.41%
430515	SB 1186	475,000	475,000	185	38.95%	270	-31.48%
FEES AND PERMITS - TOTAL		\$ 2,671,935	\$ 2,671,935	\$ 363,662	13.61%	\$ 330,340	10.09%

* = Actual data is reported through July 2020.

FINES AND FORFEITURES
July 2020 General Fund Revenues (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year To Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
434100	General Fines	\$ 500	\$ 500	\$ -	0.00%	\$ 27	-100.00%
434105	Motor Vehicle Fines	111,765	111,765	-	0.00%	9,450	-100.00%
434110	Parking Citations	200,000	200,000	7,385	3.69%	25,028	-70.49%
434115	DMV Parking Collections	60,000	60,000	-	0.00%	7,092	-100.00%
434120	Administrative Citations	5,000	5,000	600	12.00%	210	185.71%
FINES AND FORFEITURES - TOTAL		\$ 377,265	\$ 377,265	\$ 7,985	2.12%	\$ 41,807	-80.90%

* = Actual data is reported through July 2020.

USE OF MONEY AND PROPERTY
July 2020 General Fund Revenues (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year To Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
435100	Interest Earned	\$ 160,000	\$ 160,000	\$ -	0.00%	-	**
435105	Interest On Tax Monies	1,000	1,000	-	0.00%	1,713	-100.00%
435110	Unrealized Gains/Losses	-	-	34,505	**	-	**
436125	Indoor Facility Rental	48,000	48,000	-	0.00%	9,859	-100.00%
436127	Outdoor Picnic Shelters	10,700	10,700	-	0.00%	2,050	-100.00%
436135	Pac Bell Mobile Svcs-Rent	21,830	21,830	1,679	7.69%	1,628	3.13%
USE OF MONEY AND PROPERTY - TOTAL		\$ 241,530	\$ 241,530	\$ 36,184	14.98%	\$ 15,250	137.27%

* = Actual data is reported through July 2020.

MISCELLANEOUS REVENUE
July 2020 General Fund Revenues (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year To Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
437100	Sale Of Publications	\$ 500	\$ 500	\$ -	0.00%	\$ 6	-100.00%
437195	Other Revenue	10,000	10,000	-	0.00%	12,308	-100.00%
MISCELLANEOUS REVENUE - TOTAL		\$ 10,500	\$ 10,500	\$ -	0.00%	\$ 12,314	-100.00%

* = Actual data is reported through July 2020.

TRANSFERS IN
July 2020 General Fund Revenues (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year To Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
439211	Transfer From Gas Tax Fund	\$ 120,500	\$ 120,500	\$ -	0.00%	\$ -	**
439223	Transfer From Protective Services Fund	413,590	413,590	-	0.00%	190,000	-100.00%
439242	Transfer Fr Supp Law Enf Grant	93,590	93,590	-	0.00%	-	**
	MISCELLANEOUS REVENUE - TOTAL	\$ 627,680	\$ 627,680	\$ -	0.00%	\$ 190,000	-100.00%

* = Actual data is reported through July 2020.

City of Stanton
July 2020 General Fund Expenditures (8% of year)

Division No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	Percent of Budget	FY 2019/20 Actual	% Change from Prior Year
1100	City Council	\$ 118,895	\$ 118,895	\$ 12,432	10.46%	\$ 12,920	-3.78%
1200	City Attorney	260,000	260,000	-	0.00%	-	**
1300	City Manager	491,375	491,375	11,781	2.40%	38,841	-69.67%
1400	City Clerk	210,725	210,725	6,594	3.13%	17,907	-63.18%
1410	Personnel/Risk Management	125,855	125,855	5,030	4.00%	14,055	-64.21%
1430	Liability/Risk Management ⁽¹⁾	-	-	-	**	84,672	-100.00%
1510	Information Technology	436,245	511,995	66,392	12.97%	20,373	225.88%
Administration		1,643,095	1,718,845	102,229	5.95%	188,768	-45.84%
1500	Finance	860,930	845,825	25,865	3.06%	89,090	-70.97%
1600	Non-Dept (excludes Transfers)	145,000	140,000	-	0.00%	(565)	-100.00%
Finance		1,005,930	985,825	25,865	2.62%	88,525	-70.78%
2100	Law Enforcement	11,360,340	11,360,340	-	0.00%	31,951	-100.00%
2200	Fire Protection	4,928,270	4,928,270	-	0.00%	1,183	-100.00%
2230	Contractual Ambulance Svcs ⁽²⁾	5,000	5,000	-	0.00%	-	**
2400	Animal Control Services ⁽²⁾	182,280	182,280	-	0.00%	-	**
2500	Public Safety-Other ⁽²⁾	132,485	215,660	3,731	1.73%	-	**
4300	Parking Control	226,075	226,075	7,763	3.43%	36,182	-78.54%
6200	Code Enforcement	524,705	524,705	14,816	2.82%	60,367	-75.46%
Public Safety		17,359,155	17,442,330	26,310	0.15%	129,683	-79.71%
3000	Public Works Administration ⁽²⁾	382,015	397,120	10,951	2.76%	-	**
3100	Engineering	114,955	114,955	17,424	15.16%	25,093	-30.56%
3200	Public Facilities	404,640	404,640	5,650	1.40%	20,162	-71.98%
3300	Crossing Guard ⁽²⁾	43,000	43,000	-	0.00%	-	**
3400	Parks Maintenance	351,400	353,767	8,545	2.42%	26,521	-67.78%
3500	Street Maintenance	409,470	409,470	16,979	4.15%	36,148	-53.03%
3600	Storm Drains	125,000	125,000	-	0.00%	-	**
6300	Graffiti Abatement	99,735	99,735	1,140	1.14%	-	**
Public Works		1,930,215	1,947,687	60,689	3.12%	107,924	-43.77%
4000	Community Development Administration ⁽²⁾	149,860	149,860	2,691	1.80%	-	**
4100	Planning	420,610	720,610	11,825	1.64%	36,971	-68.02%
4200	Building Regulation	563,050	563,050	3,503	0.62%	10,196	-65.64%
4400	Business Relations	21,100	21,100	-	0.00%	7,487	-100.00%
Community Development		1,154,620	1,454,620	18,019	1.24%	54,654	-67.03%
5100	Parks and Recreation	695,780	695,780	21,995	3.16%	59,629	-63.11%
5200	Community Center	22,455	22,455	372	1.66%	2,351	-84.18%
5300	Stanton Central Park	169,915	169,915	6,248	3.68%	28,010	-77.69%
5400	Senior Nutrition Program ⁽²⁾	32,770	32,770	1,779	5.43%	-	**
Community Services		920,920	920,920	30,394	3.30%	89,990	-66.23%
Transfer to Fact Grant		24,750	24,750	-	0.00%	38,000	-100.00%
Transfer to Senior Transportation Fund		9,430	9,430	-	0.00%	-	**
Transfers to Other Funds		34,180	34,180	-	0.00%	38,000	-100.00%
TOTAL EXPENDITURES		\$ 24,048,115	\$ 24,504,407	\$ 263,506	1.08%	\$ 697,544	-62.22%

(1) - Liability insurance premiums are budgeted in the City's Liability Risk Management Internal Service Fund (#603) in Fiscal Year 2020/21.

(2) - New division in the Fiscal Year 2020/21 Adopted Budget.

* = Actual data is reported through July 2020.

Administration - Vasquez
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
1100	City Council						
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 2,514	4.82%	\$ 3,017	-16.67%
502120	Medicare/Fica	755	755	36	4.77%	44	-18.18%
502130	Other Benefit Charges	900	900	-	0.00%	-	**
602100	Special Dept Expense	9,000	9,000	2,073	23.03%	358	479.05%
602110	Office Expense	1,950	1,950	-	0.00%	-	**
602115	Postage	50	50	-	0.00%	-	**
607100	Membership/Dues	40,000	40,000	7,809	19.52%	8,185	-4.59%
607110	Travel/Conference/Meetings	10,500	10,500	-	0.00%	-	**
612115	Liability Insurance Charge	3,540	3,540	-	0.00%	1,316	-100.00%
1100	City Council Total	118,895	118,895	12,432	10.46%	12,920	-3.78%
1200	City Attorney						
608105	Professional Services	260,000	260,000	-	0.00%	-	**
1200	City Attorney Total	260,000	260,000	-	0.00%	-	**
1300	City Manager						
501110	Salaries-Regular	310,320	310,320	9,460	3.05%	10,090	-6.24%
502100	Retirement	70,610	70,610	932	1.32%	925	0.76%
502105	Workers Comp Insurance	-	-	-	**	1,428	-100.00%
502110	Health/Life Insurance	17,630	17,630	1,252	7.10%	1,189	5.30%
502115	Unemployment Insurance	675	675	-	0.00%	-	**
502120	Medicare/Fica	4,500	4,500	137	3.04%	146	-6.16%
502130	Other Benefit Charges	90	90	-	0.00%	-	**
602110	Office Expense	4,950	4,950	-	0.00%	8	-100.00%
602115	Postage	250	250	-	0.00%	-	**
607100	Membership/Dues	1,000	1,000	-	0.00%	400	-100.00%
607110	Travel/Conference/Meetings	3,000	3,000	-	0.00%	517	-100.00%
608105	Professional Services	48,000	48,000	-	0.00%	-	**
612105	Vehicle Replacement Charge	710	710	-	0.00%	374	-100.00%
612115	Liability Insurance Charge	29,640	29,640	-	0.00%	5,811	-100.00%
612125	Employee Benefits	-	-	-	**	17,953	-100.00%
1300	City Manager Total	491,375	491,375	11,781	2.40%	38,841	-69.67%
1400	City Clerk						
501110	Salaries-Regular	106,640	106,640	4,568	4.28%	4,590	-0.48%
501115	Salaries-Overtime	1,000	1,000	-	**	-	**
502100	Retirement	33,475	33,475	823	2.46%	791	4.05%
502105	Workers Comp Insurance	-	-	-	**	1,847	-100.00%
502110	Health/Life Insurance	7,645	7,645	860	11.25%	882	-2.49%
502115	Unemployment Insurance	330	330	-	0.00%	-	**
502120	Medicare/Fica	1,545	1,545	63	4.08%	61	3.28%
502130	Other Benefit Charges	45	45	-	0.00%	-	**
602110	Office Expense	2,250	2,250	-	0.00%	27	-100.00%
602115	Postage	250	250	-	0.00%	-	**
602120	Books/Periodicals	100	100	-	0.00%	-	**
607100	Membership/Dues	350	350	-	0.00%	-	**
607110	Travel/Conference/Meetings	530	530	-	0.00%	-	**
607115	Training	750	750	-	0.00%	-	**
608105	Professional Services	6,000	6,000	780	13.00%	780	0.00%
608140	Elections	42,000	42,000	(500)	-1.19%	-	**
612105	Vehicle Replacement Charge	585	585	-	0.00%	309	-100.00%
612115	Liability Insurance Charge	7,230	7,230	-	0.00%	2,108	-100.00%
1400	City Clerk, Continued						
612125	Employee Benefits	-	-	-	**	6,512	-100.00%
1400	City Clerk Total	210,725	210,725	6,594	3.13%	17,907	-63.18%
1510	Information Technology						

* = Actual data is reported through July 2020.

Administration - Vasquez
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
501110	Salaries-Regular	71,715	71,715	2,822	3.94%	-	**
501115	Salaries-Overtime	-	-	228	**	-	**
502100	Retirement Charges	23,110	23,110	519	2.25%	-	**
502110	Health/Life Insurance	7,950	7,950	648	8.15%	-	**
502115	Unemployment Insurance	300	300	-	0.00%	-	**
502120	Medicare/Fica	1,040	1,040	40	3.85%	-	**
502130	Other Benefit Charges	40	40	-	0.00%	-	**
602140	Materials & Supplies	15,000	15,000	119	0.79%	-	**
603105	Equipment Maintenance	25,000	25,000	-	0.00%	12,165	-100.00%
604100	Communications	51,480	51,480	-	**	-	100.00%
608100	Contractual Services	105,360	125,855	61,625	**	-	100.00%
608145	Information Technology	39,750	39,750	-	0.00%	6,503	-100.00%
701050	Computer Software	45,500	102,970	-	0.00%	-	**
701105	Equipment-General	50,000	47,785	391	0.82%	1,705	-77.07%
1510	Information Technology Total	436,245	511,995	66,392	12.97%	20,373	225.88%
TOTAL ADMINISTRATION-VASQUEZ		\$ 1,517,240	\$ 1,592,990	\$ 97,199	6.10%	\$ 90,041	7.95%

* = Actual data is reported through July 2020.

Administration - Guzman
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted	FY 2020/21 Amended Budget	FY 2020/21 Year to Date	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
1410	Personnel/Risk Management						
501110	Salaries-Regular	\$ 79,325	\$ 79,325	\$ 3,777	4.76%	\$ 4,053	-6.81%
502100	Retirement	17,855	17,855	292	1.64%	283	3.18%
502105	Workers Comp Insurance	-	-	-	**	353	-100.00%
502110	Health/Life Insurance	6,445	6,445	756	11.73%	890	-15.06%
502115	Unemployment Insurance	300	300	-	0.00%	-	**
502120	Medicare/Fica	1,150	1,150	55	4.78%	60	-8.33%
502130	Other Benefit Charges	40	40	-	0.00%	-	**
602110	Office Expense	1,400	1,400	-	0.00%	19	-100.00%
602115	Postage	200	200	-	0.00%	-	**
607100	Membership/Dues	725	725	150	20.69%	425	-64.71%
607110	Travel/Conference/Meetings	1,500	1,500	-	0.00%	-	**
607115	Training	4,500	4,500	-	0.00%	-	**
608105	Professional Services	10,000	10,000	-	0.00%	-	**
608125	Advertising/ Business Dev't	1,800	1,800	-	0.00%	-	**
612105	Vehicle Replacement Charge	615	615	-	0.00%	325	-100.00%
612115	Liability Insurance Charge	-	-	-	**	1,870	-100.00%
612125	Employee Benefits	-	-	-	**	5,777	-100.00%
1410	Personnel/Risk Management Total	125,855	125,855	5,030	4.00%	14,055	-64.21%
1430	Liability/Risk Management						
606105	Insurance Premium	-	-	-	**	84,672	-100.00%
1430	Liability/Risk Management Total ⁽¹⁾	-	-	-	**	84,672	-100.00%
TOTAL ADMINISTRATION-GUZMAN		\$ 125,855	\$ 125,855	\$ 5,030	4.00%	\$ 98,727	-94.91%

* = Actual data is reported through July 2020.

Finance-Bannigan
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
1500	Finance						
501110	Salaries-Regular	\$ 475,660	\$ 442,535	\$ 18,030	4.07%	\$ 24,897	-27.58%
501115	Salaries-Overtime	500	500	-	**	-	100.00%
501120	Salaries-Part Time	40,555	40,555	2,534	6.25%	2,455	3.22%
502100	Retirement	130,350	127,820	2,511	1.96%	3,162	-20.59%
502105	Workers Comp Insurance	-	-	-	**	2,356	-100.00%
502110	Health/Life Insurance	26,930	25,490	1,669	6.55%	2,589	-35.53%
502115	Unemployment Insurance	2,040	1,970	28	1.42%	19	47.37%
502120	Medicare/Fica	7,485	6,995	257	3.67%	339	-24.19%
502130	Other Benefit Charges	895	875	-	**	-	**
602100	Special Dept Expense	-	-	-	**	920	-100.00%
602110	Office Expense	7,000	7,000	-	0.00%	127	-100.00%
602115	Postage	5,000	5,000	-	0.00%	-	**
602120	Books/Periodicals	350	350	-	**	-	100.00%
607100	Membership/Dues	1,200	1,200	-	0.00%	-	**
607105	Mileage Reimbursement	200	200	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,620	1,620	-	0.00%	387	-100.00%
607115	Training	1,900	1,900	-	0.00%	-	**
608105	Professional Services	102,840	102,840	-	0.00%	-	**
608107	Financial Services	17,500	17,500	836	4.78%	-	**
608130	Temporary Help	-	22,570	-	0.00%	-	100.00%
612105	Vehicle Replacement Charge	1,235	1,235	-	0.00%	650	-100.00%
612115	Liability Insurance Charge	37,670	37,670	-	0.00%	12,516	-100.00%
612125	Employee Benefits	-	-	-	**	38,673	-100.00%
1500	Finance Total	860,930	845,825	25,865	3.06%	89,090	-70.97%
1600	Non-Departmental						
602100	Special Dept Expense	5,000	-	-	**	-	**
602115	Postage Clearing Account	-	-	-	**	(427)	-100.00%
607115	Training	-	-	-	**	(4,138)	-100.00%
608105	Professional Services	-	-	-	**	4,000	-100.00%
610230	North SPA Navigation Center Cost Share	100,000	100,000	-	0.00%	-	**
611105	Revenue Sharing-City of Anaheim	35,000	35,000	-	0.00%	-	**
611116	Payment to Other Agencies	5,000	5,000	-	0.00%	-	**
1600	Non-Departmental Total	145,000	140,000	-	0.00%	(565)	-100.00%
101	GENERAL FUND TOTAL	\$ 1,005,930	\$ 985,825	\$ 25,865	2.62%	\$ 88,525	-70.78%
	TOTAL FINANCE	\$ 1,005,930	\$ 985,825	\$ 25,865	2.62%	\$ 88,525	-70.78%

* = Actual data is reported through July 2020.

Public Works - Rigg
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
3000	Public Works Administration						
501110	Salaries-Regular	\$ 245,015	\$ 256,420	\$ 8,286	3.23%	\$ -	**
501120	Salaries-Part Time	14,605	14,605	555	3.80%	-	**
502100	Retirement Charges	54,390	56,920	650	1.14%	-	**
502110	Health/Life Insurance	16,875	17,800	1,333	7.49%	-	**
502115	Unemployment Insurance	1,035	1,105	-	0.00%	-	**
502120	Medicare/Fica	3,765	3,930	127	3.23%	-	**
502130	Other Benefit Charges	345	355	-	0.00%	-	**
612115	Liability Insurance Charge	45,985	45,985	-	0.00%	-	**
3000	Public Works Administration Total	382,015	397,120	10,951	2.76%	-	**
3100	Engineering						
501110	Salaries-Regular	31,730	31,730	2,260	7.12%	2,915	-22.47%
501115	Salaries-Overtime	700	700	-	**	64	-100.00%
502100	Retirement	7,145	7,145	174	2.44%	201	-13.43%
502105	Workers Comp Insurance	-	-	-	**	1,110	-100.00%
502110	Health/Life Insurance	3,195	3,195	559	17.50%	581	-3.79%
502115	Unemployment Insurance	120	120	-	0.00%	-	**
502120	Medicare/Fica	460	460	30	6.52%	42	-28.57%
502130	Other Benefit Charges	15	15	-	0.00%	-	**
602110	Office Expense	1,750	1,750	-	0.00%	27	-100.00%
602115	Postage	350	350	-	0.00%	-	**
602140	Materials & Supplies	2,500	2,500	-	0.00%	-	**
607100	Membership/Dues	2,000	2,000	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,300	1,300	-	0.00%	-	**
607115	Training	1,000	1,000	-	0.00%	-	**
608105	Professional Services	5,000	5,000	-	0.00%	-	**
608110	Engineering Services	45,000	45,000	14,401	32.00%	14,401	0.00%
608115	Inspection Services	2,000	2,000	-	0.00%	-	**
608120	Plan Checking Services	10,000	10,000	-	0.00%	-	**
612105	Vehicle Replacement Charge	690	690	-	0.00%	402	-100.00%
612115	Liability Insurance Charge	-	-	-	**	1,308	-100.00%
612125	Employee Benefits	-	-	-	**	4,042	-100.00%
3100	Engineering Total	114,955	114,955	17,424	15.16%	25,093	-30.56%
3200	Public Facilities						
501110	Salaries-Regular	23,665	23,665	1,036	4.38%	2,438	-57.51%
501115	Salaries-Overtime	300,000	300,000	-	**	11	-100.00%
502100	Retirement	5,335	5,335	82	1.54%	183	-55.19%
502105	Workers Comp Insurance	-	-	-	**	3,877	-100.00%
502110	Health/Life Insurance	1,955	1,955	210	10.74%	469	-55.22%
502115	Unemployment Insurance	150	150	-	0.00%	-	**
502120	Medicare/Fica	345	345	15	4.35%	35	-57.14%
502130	Other Benefit Charges	20	20	-	0.00%	-	**
602100	Special Dept Expense	2,000	2,000	-	0.00%	40	-100.00%
602110	Office Expense	210	210	-	0.00%	-	**
602125	Small Tools	-	-	-	**	-	100.00%
602130	Clothing	3,500	3,500	-	0.00%	-	**
602135	Safety Equipment	500	500	-	0.00%	-	100.00%

* = Actual data is reported through July 2020.

Public Works - Rigg
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
3200	Public Facilities, Continued						
602140	Materials & Supplies	8,000	8,000	-	0.00%	-	**
603105	Equipment Maintenance	-	-	-	**	-	100.00%
603110	Building Maintenance	114,950	114,950	834	0.73%	1,966	-57.58%
604100	Communications	30,000	30,000	70	0.23%	70	0.00%
604105	Utilities	130,000	130,000	-	0.00%	-	**
608100	Contractual Services	62,000	62,000	3,403	5.49%	4,484	-24.11%
611110	O.C. Sanitation District User Fee	18,000	18,000	-	0.00%	-	**
612105	Vehicle Replacement Charge	3,710	3,710	-	0.00%	2,163	-100.00%
612115	Liability Insurance Charge	-	-	-	**	1,082	-100.00%
612125	Employee Benefits	-	-	-	**	3,344	-100.00%
3200	Public Facilities Total	404,640	404,640	5,650	1.40%	20,162	-71.98%
3300	Crossing Guard						
608175	Crossing Guard Services	43,000	43,000	-	0.00%	-	**
3300	Crossing Guard Total	43,000	43,000	-	0.00%	-	**
3400	Parks Maintenance						
501110	Salaries-Regular	63,780	63,780	1,902	2.98%	2,456	-22.56%
501115	Salaries-Overtime	1,000	1,000	52	**	35	48.57%
501120	Salaries-Part Time	-	-	-	**	644	-100.00%
502100	Retirement	14,300	14,300	148	1.03%	193	-23.32%
502105	Workers Comp Insurance	-	-	-	**	4,730	-100.00%
502110	Health/Life Insurance	4,900	4,900	328	6.69%	384	-14.58%
502115	Unemployment Insurance	405	405	-	0.00%	-	**
502120	Medicare/Fica	925	925	29	3.14%	45	-35.56%
502130	Other Benefit Charges	55	55	-	0.00%	-	**
602100	Special Dept Expense	5,000	5,000	-	0.00%	723	-100.00%
603105	Equipment Maintenance	10,000	12,367	-	0.00%	-	**
604105	Utilities	143,000	143,000	-	0.00%	-	**
605100	Land Lease	6,020	6,020	5,161	85.73%	-	**
608100	Contractual Services	97,500	97,500	925	0.95%	9,309	-90.06%
612105	Vehicle Replacement Charge	4,515	4,515	-	0.00%	2,633	-100.00%
612115	Liability Insurance Charge	-	-	-	**	1,313	-100.00%
612125	Employee Benefits	-	-	-	**	4,056	-100.00%
3400	Parks Maintenance Total	351,400	353,767	8,545	2.42%	26,521	-67.78%
3500	Street Maintenance						
501110	Salaries-Regular	100,555	100,555	4,258	4.23%	5,440	-21.73%
501115	Salaries-Overtime	2,600	2,600	150,000	**	74	102.70%
501120	Salaries-Part Time	-	-	-	**	402	-100.00%
502100	Retirement	21,915	21,915	348	1.59%	483	-27.95%
502105	Workers Comp Insurance	-	-	-	**	9,904	-100.00%
502110	Health/Life Insurance	7,360	7,360	734	9.97%	1,016	-27.76%
502115	Unemployment Insurance	615	615	-	0.00%	-	**
502120	Medicare/Fica	1,465	1,465	64	4.37%	84	-23.81%
502130	Other Benefit Charges	80	80	-	0.00%	-	**
602100	Special Dept Expense	3,000	3,000	-	0.00%	-	**
602125	Small Tools	5,000	5,000	-	0.00%	-	**
602140	Materials & Supplies	50,000	50,000	-	0.00%	891	-100.00%
603105	Equipment Maintenance	2,000	2,000	-	0.00%	-	**

* = Actual data is reported through July 2020.

Public Works - Rigg
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
3500	Street Maintenance, Continued						
608100	Contractual Services	185,000	185,000	11,425	6.18%	1,490	666.78%
612105	Vehicle Replacement Charge	9,880	9,880	-	0.00%	5,761	-100.00%
612115	Liability Insurance Charge	-	-	-	**	2,593	-100.00%
612125	Employee Benefits	-	-	-	**	8,010	-100.00%
710190	Pavement Maintenance	20,000	20,000	-	0.00%	-	**
3500	Street Maintenance Total	409,470	409,470	16,979	4.15%	36,148	-53.03%
3600	Storm Drain Maintenance						
603100	Emergency Maintenance Services	5,000	5,000	-	0.00%	-	**
608155	Storm Water Monitor Program	120,000	120,000	-	0.00%	-	**
3600	Storm Drain Maintenance Total	125,000	125,000	-	0.00%	-	**
6300	Graffiti Abatement						
501110	Salaries-Regular	39,635	39,635	879	2.22%	-	**
501115	Salaries-Overtime	15,000	15,000	-	0.00%	-	**
502100	Retirement Charges	8,925	8,925	68	0.76%	-	**
502110	Health/Life Insurance	3,325	3,325	180	5.41%	-	**
502115	Unemployment Insurance	255	255	-	0.00%	-	**
502120	Medicare/Fica	575	575	13	2.26%	-	**
502130	Other Benefit Charges	35	35	-	0.00%	-	**
602100	Special Dept Expense	1,000	1,000	-	0.00%	-	**
602140	Materials & Supplies	12,000	12,000	-	0.00%	-	**
603105	Equipment Maintenance	5,000	5,000	-	0.00%	-	**
612105	Vehicle Replacement Charge	13,985	13,985	-	0.00%	-	**
6300	Graffiti Abatement Total	99,735	99,735	1,140	1.14%	-	**
TOTAL PUBLIC WORKS		\$ 1,930,215	\$ 1,947,687	\$ 60,689	3.12%	\$ 107,924	-43.77%

* = Actual data is reported through July 2020.

Public Safety - Wren
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
2100	Law Enforcement						
501110	Salaries-Regular	\$ -	\$ -	\$ -	**	5,038	-100.00%
501120	Salaries-Part Time	-	-	-	**	1,252	-100.00%
502100	Retirement	-	-	-	**	352	-100.00%
502105	Workers Comp Insurance	-	-	-	**	519	-100.00%
502110	Health/Life Insurance	-	-	-	**	1,113	-100.00%
502120	Medicare/Fica	-	-	-	**	90	-100.00%
602110	Office Expense	1,500	1,500	-	0.00%	-	**
602145	Gas/Oil/Lube	3,000	3,000	-	**	-	100.00%
603110	Building Maintenance	-	-	-	**	1,145	-100.00%
603125	Vehicle Maintenance	5,000	5,000	-	0.00%	-	**
604100	Communications	60,000	60,000	-	0.00%	-	**
607100	Membership/Dues	5,000	5,000	-	0.00%	-	**
607105	Mileage Reimbursement	2,400	2,400	-	0.00%	-	**
607110	Travel/Conference/Meetings	3,400	3,400	-	0.00%	-	**
608100	Contractual Services	20,745	20,745	-	0.00%	-	**
608160	O.C.S.D. Contract	4,950,475	4,950,475	-	0.00%	-	**
612105	Vehicle Replacement Charge	8,820	8,820	-	0.00%	-	**
612115	Liability Insurance Charge	-	-	-	**	2,723	-100.00%
612125	Employee Benefits	-	-	-	**	8,411	-100.00%
2100	Law Enforcement Total	5,060,340	5,060,340	-	0.00%	20,643	-100.00%
2200	Fire Protection						
608185	O.C.F.A. Contract	3,428,270	3,428,270	-	0.00%	-	**
608190	Contractual Ambulance Svcs	-	-	-	**	(50)	-100.00%
2200	Fire Protection Total	3,428,270	3,428,270	-	0.00%	(50)	-100.00%
2230	Ambulance Services						
608190	Contractual Ambulance Svcs	5,000	5,000	-	0.00%	-	**
2230	Ambulance services Total	5,000	5,000	-	0.00%	-	**
2400	Animal Control Services						
608170	Animal Control Services	182,280	182,280	-	0.00%	-	**
2400	Animal Control Services Total	182,280	182,280	-	0.00%	-	**
2500	Public Safety-Other						
501110	Salaries-Regular	56,650	117,680	2,072	1.76%	-	**
501120	Salaries-Part Time	22,070	22,070	1,146	5.19%	-	**
502100	Retirement Charges	19,430	36,225	378	1.04%	-	**
502110	Health/Life Insurance	2,855	6,420	87	1.36%	-	**
502115	Unemployment Insurance	405	635	-	0.00%	-	**
502120	Medicare/Fica	1,140	2,075	48	2.31%	-	**
502130	Other Benefit Charges	15	635	-	0.00%	-	**
602110	Office Expense	1,200	1,200	-	0.00%	-	**
602115	Postage	100	100	-	0.00%	-	**
607115	Training	700	700	-	0.00%	-	**
612115	Liability Insurance Charge	27,920	27,920	-	0.00%	-	**
2500	Public Safety-Other Total	132,485	215,660	3,731	1.73%	-	**
4300	Parking Control						
501110	Salaries-Regular	136,250	136,250	5,516	4.05%	6,143	-10.21%
501120	Salaries-Part Time	11,340	11,340	786	6.93%	1,762	-55.39%
502100	Retirement	38,910	38,910	808	2.08%	914	-11.60%
502105	Workers Comp Insurance	-	-	-	**	4,190	-100.00%
502110	Health/Life Insurance	7,870	7,870	560	7.12%	734	-23.71%
502115	Unemployment Insurance	705	705	-	0.00%	63	-100.00%

* = Actual data is reported through July 2020.

Public Safety - Wren
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
4300	Parking Control, Continued						
502120	Medicare/Fica	2,140	2,140	93	4.35%	117	-20.51%
502130	Other Benefit Charges	265	265	-	0.00%	-	**
602110	Office Expense	6,500	6,500	-	0.00%	20	-100.00%
602115	Postage	500	500	-	0.00%	-	**
602130	Clothing	1,000	1,000	-	0.00%	-	**
604100	Communications	1,000	1,000	-	0.00%	-	**
608105	Professional Services	16,000	16,000	-	0.00%	-	**
612105	Vehicle Replacement Charge	3,595	3,595	-	0.00%	2,095	-100.00%
612115	Liability Insurance Charge	-	-	-	**	4,021	-100.00%
612125	Employee Benefits	-	-	-	**	12,423	-100.00%
4300	Parking Control Total	226,075	226,075	7,763	3.43%	32,482	-76.10%
6200	Code Enforcement						
501110	Salaries-Regular	312,675	312,675	11,249	3.60%	8,679	29.61%
501120	Salaries-Part Time	11,340	11,340	402	3.54%	-	**
502100	Retirement	83,230	83,230	1,486	1.79%	1,516	-1.98%
502105	Workers Comp Insurance	-	-	-	**	3,838	-100.00%
502110	Health/Life Insurance	21,450	21,450	1,511	7.04%	1,119	35.03%
502115	Unemployment Insurance	1,290	1,290	-	0.00%	-	**
502120	Medicare/Fica	4,695	4,695	168	3.58%	136	23.53%
502130	Other Benefit Charges	345	345	-	0.00%	-	**
602110	Office Expense	1,500	1,500	-	0.00%	79	-100.00%
602115	Postage	1,000	1,000	-	0.00%	-	**
602160	Code Enforcement Equipment	3,000	3,000	-	0.00%	-	**
603105	Equipment Maintenance	100	100	-	0.00%	-	**
604100	Communications	800	800	-	0.00%	-	**
607100	Membership/Dues	600	600	-	0.00%	-	**
607105	Mileage Reimbursement	100	100	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,000	1,000	-	0.00%	-	**
607115	Training	1,000	1,000	-	0.00%	-	**
608180	Prosecution/Code Enforcement	75,000	75,000	-	0.00%	-	**
612105	Vehicle Replacement Charge	5,580	5,580	-	0.00%	3,255	-100.00%
612115	Liability Insurance Charge	-	-	-	**	3,840	-100.00%
612125	Employee Benefits	-	-	-	**	11,862	-100.00%
6200	Code Enforcement Total	524,705	524,705	14,816	2.82%	34,324	-56.83%
101	GENERAL FUND TOTAL	\$ 9,559,155	\$ 9,642,330	\$ 26,310	0.27%	\$ 87,399	-69.90%
102	General Fund (Transactions & Use Tax)						
2100	Law Enforcement						
501110	Salaries-Regular	-	-	-	**	2,016	-100.00%
502100	Retirement	-	-	-	**	157	-100.00%
502105	Workers Comp Insurance	-	-	-	**	169	-100.00%
502110	Health/Life Insurance	-	-	-	**	18	-100.00%
502120	Medicare/Fica	-	-	-	**	30	-100.00%
608160	O.C.S.D. Contract	6,300,000	6,300,000	-	0.00%	-	**
612105	Vehicle Replacement Charge	-	-	-	**	5,142	-100.00%
612115	Liability Insurance Charge	-	-	-	**	923	-100.00%
612125	Employee Benefits	-	-	-	**	2,853	-100.00%
2100	Law Enforcement Total	6,300,000	6,300,000	-	0.00%	11,308	-100.00%
2200	Fire Protection						
501110	Salaries-Regular	-	-	-	**	403	-100.00%
502100	Retirement	-	-	-	**	31	-100.00%
502105	Workers Comp Insurance	-	-	-	**	34	-100.00%

* = Actual data is reported through July 2020.

Public Safety - Wren
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
2200	Fire Protection, Continued						
502110	Health/Life Insurance	-	-	-	**	4	-100.00%
502120	Medicare/Fica	-	-	-	**	6	-100.00%
608185	O.C.F.A. Contract	1,500,000	1,500,000	-	0.00%	-	**
612115	Liability Insurance Charge	-	-	-	**	185	-100.00%
612125	Employee Benefits	-	-	-	**	570	-100.00%
2200	Fire Protection Total	1,500,000	1,500,000	-	0.00%	1,233	-100.00%
4300	Parking Control						
501110	Salaries-Regular	-	-	-	**	1,210	-100.00%
502100	Retirement	-	-	-	**	94	-100.00%
502105	Workers Comp Insurance	-	-	-	**	102	-100.00%
502110	Health/Life Insurance	-	-	-	**	11	-100.00%
502120	Medicare/Fica	-	-	-	**	18	-100.00%
612115	Liability Insurance Charge	-	-	-	**	554	-100.00%
612125	Employee Benefits	-	-	-	**	1,711	-100.00%
4300	Parking Control Total	-	-	-	**	3,700	-100.00%
6200	Code Enforcement						
501110	Salaries-Regular	-	-	-	**	7,893	-100.00%
502100	Retirement	-	-	-	**	583	-100.00%
502105	Workers Comp Insurance	-	-	-	**	2,162	-100.00%
502110	Health/Life Insurance	-	-	-	**	610	-100.00%
502120	Medicare/Fica	-	-	-	**	116	-100.00%
612115	Liability Insurance Charge	-	-	-	**	3,589	-100.00%
612125	Employee Benefits	-	-	-	**	11,090	-100.00%
6200	Code Enforcement Total	-	-	-	**	26,043	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ 7,800,000	\$ 7,800,000	\$ -	0.00%	\$ 42,284	-100.00%
	TOTAL PUBLIC SAFETY	\$ 17,359,155	\$ 17,442,330	\$ 26,310	0.15%	\$ 129,683	-79.71%

* = Actual data is reported through July 2020.

Community Development-Lilley
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
4000	Community Development Administration						
501110	Salaries-Regular	\$ 84,280	\$ 84,280	\$ 2,021	2.40%	\$ -	**
502100	Retirement Charges	20,155	20,155	265	1.31%	-	**
502110	Health/Life Insurance	4,300	4,300	340	7.91%	-	**
502115	Unemployment Insurance	195	195	37	18.97%	-	**
502120	Medicare/Fica	1,225	1,225	28	2.29%	-	**
502130	Other Benefit Charges	20	20	-	0.00%	-	**
602110	Office Expense	1,300	1,300	-	0.00%	-	**
602120	Books/Periodicals	75	75	-	0.00%	-	**
612115	Liability Insurance Charge	38,310	38,310	-	0.00%	-	**
4000	Community Development Administration Total	149,860	149,860	2,691	1.80%	-	**
4100	Planning						
501110	Salaries-Regular	293,290	293,290	8,683	2.96%	9,572	-9.29%
501115	Salaries-Overtime	1,000	1,000	265	**	-	**
501120	Salaries-Part Time	-	-	-	**	526	-100.00%
501125	Salaries-Appointed	9,000	9,000	433	4.81%	554	-21.84%
502100	Retirement	67,165	67,165	680	1.01%	1,084	-37.27%
502105	Workers Comp Insurance	-	-	-	**	1,029	-100.00%
502110	Health/Life Insurance	24,810	24,810	1,572	6.34%	1,247	26.06%
502115	Unemployment Insurance	1,080	1,080	61	5.65%	165	-63.03%
502120	Medicare/Fica	4,380	4,380	131	2.99%	216	-39.35%
502130	Other Benefit Charges	270	270	-	0.00%	-	**
602110	Office Expense	-	-	-	**	91	-100.00%
602115	Postage	200	200	-	0.00%	-	**
607100	Membership/Dues	2,000	2,000	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,800	1,800	-	0.00%	(24)	-100.00%
607115	Training	1,000	1,000	-	0.00%	-	**
608100	Contractual Services	4,000	4,000	-	0.00%	-	**
608105	Professional Services	-	300,000	-	0.00%	-	**
608135	Microfilming	10,000	10,000	-	0.00%	-	**
612105	Vehicle Replacement Charge	615	615	-	0.00%	325	-100.00%
612115	Liability Insurance Charge	-	-	-	**	5,424	-100.00%
612125	Employee Benefits	-	-	-	**	16,762	-100.00%
4100	Planning Total	420,610	720,610	11,825	1.64%	36,971	-68.02%
4200	Building Regulation						
501110	Salaries-Regular	70,030	70,030	2,723	3.89%	3,335	-18.35%
502100	Retirement	15,835	15,835	209	1.32%	276	-24.28%
502105	Workers Comp Insurance	-	-	-	**	273	-100.00%
502110	Health/Life Insurance	4,765	4,765	521	10.93%	552	-5.62%
502115	Unemployment Insurance	330	330	12	3.64%	-	**
502120	Medicare/Fica	1,015	1,015	38	3.74%	58	-34.48%
502130	Other Benefit Charges	45	45	-	0.00%	-	**
602110	Office Expense	1,000	1,000	-	0.00%	6	-100.00%
602115	Postage	500	500	-	0.00%	-	**
602120	Books/Periodicals	400	400	-	0.00%	-	**
607100	Membership/Dues	135	135	-	**	-	**
607110	Travel/Conference/Meetings	200	200	-	0.00%	-	**
607115	Training	1,000	1,000	-	0.00%	-	**
608115	Inspection Services	457,795	457,795	-	0.00%	(100)	-100.00%
608135	Microfilming	10,000	10,000	-	0.00%	-	**
612105	Vehicle Replacement Charge	-	-	-	**	17	-100.00%

* = Actual data is reported through July 2020.

Community Development-Lilley
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
4200	Building Regulation, Continued						
612115	Liability Insurance Charge	-	-	-	**	1,413	-100.00%
612125	Employee Benefits	-	-	-	**	4,366	-100.00%
4200	Building Regulation Total	563,050	563,050	3,503	0.62%	10,196	-65.64%
4400	Business Relations						
607115	Training	500	500	-	0.00%	-	**
608105	Professional Services	20,000	20,000	-	0.00%	-	**
608145	Information Technology	600	600	-	0.00%	-	**
4400	Business Relations	21,100	21,100	-	0.00%	-	**
101	GENERAL FUND TOTAL	\$ 1,154,620	\$ 1,454,620	\$ 18,019	1.24%	\$ 47,167	-61.80%
102	General Fund (Transactions & Use Tax)						
4400	Business Relations						
501110	Salaries-Regular	-	-	-	**	2,214	-100.00%
502100	Retirement	-	-	-	**	369	-100.00%
502105	Workers Comp Insurance	-	-	-	**	189	-100.00%
502110	Health/Life Insurance	-	-	-	**	30	-100.00%
502120	Medicare/Fica	-	-	-	**	86	-100.00%
612105	Vehicle Replacement Charge	-	-	-	**	358	-100.00%
612115	Liability Insurance Charge	-	-	-	**	1,037	-100.00%
612125	Employee Benefits	-	-	-	**	3,204	-100.00%
4400	Business Relations	-	-	-	**	7,487	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ -	\$ -	**	\$ 7,487	-100.00%
	TOTAL COMMUNITY DEVELOPMENT	\$ 1,154,620	\$ 1,454,620	\$ 18,019	1.24%	\$ 54,654	-67.03%

* = Actual data is reported through July 2020.

Community Service - Bobadilla
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change from Prior Year
101	General Fund						
5100	Parks and Recreation						
501110	Salaries-Regular	\$ 367,335	\$ 367,335	\$ 16,127	4.39%	\$ 12,624	27.75%
501120	Salaries-Part Time	87,770	87,770	1,773	2.02%	1,618	9.58%
502100	Retirement	96,235	96,235	1,597	1.66%	939	70.07%
502105	Workers Comp Insurance	-	-	-	**	1,951	-100.00%
502110	Health/Life Insurance	23,020	23,020	2,113	9.18%	1,196	76.67%
502115	Unemployment Insurance	2,850	2,850	9	0.32%	-	**
502120	Medicare/Fica	6,600	6,600	255	3.86%	211	20.85%
502130	Other Benefit Charges	1,285	1,285	-	0.00%	-	**
602100	Special Dept Expense	4,430	4,430	121	2.73%	339	-64.31%
602110	Office Expense	1,600	1,600	-	0.00%	23	-100.00%
602113	Social Media	2,500	2,500	-	0.00%	-	**
602115	Postage	400	400	-	0.00%	-	**
602150	Recreation Brochure Mailing	8,000	8,000	-	0.00%	2,891	-100.00%
603110	Building Maintenance	10,485	10,485	-	0.00%	-	**
607100	Membership/Dues	1,160	1,160	-	0.00%	-	**
607115	Training	1,500	1,500	-	0.00%	-	**
608100	Contractual Services	8,000	8,000	-	**	-	**
609100	Special Events	10,905	10,905	-	0.00%	2,000	-100.00%
609200	Senior Citizen Program	1,200	1,200	-	0.00%	-	**
612105	Vehicle Replacement Charge	6,800	6,800	-	0.00%	3,929	-100.00%
612115	Liability Insurance Charge	53,705	53,705	-	0.00%	7,680	-100.00%
612125	Employee Benefits	-	-	-	**	23,729	-100.00%
5100	Parks and Recreation Total	695,780	695,780	21,995	3.16%	59,130	-62.80%
5200	Community Services Center (Beach)						
501120	Salaries-Part Time	-	-	97	**	530	-81.70%
502105	Workers Comp Insurance	-	-	-	**	269	-100.00%
502120	Medicare/Fica	-	-	1	**	8	-87.50%
602100	Special Dept Expense	4,820	4,820	-	0.00%	-	**
602110	Office Expense	1,000	1,000	-	0.00%	-	**
603110	Building Maintenance	6,695	6,695	274	4.09%	260	5.38%
604105	Utilities	9,540	9,540	-	0.00%	-	**
612105	Vehicle Replacement Charge	400	400	-	0.00%	212	-100.00%
612115	Liability Insurance Charge	-	-	-	**	262	-100.00%
612125	Employee Benefits	-	-	-	**	810	-100.00%
5200	Community Services Ctr (Beach)	22,455	22,455	372	1.66%	2,351	-84.18%
5300	Stanton Central Park						
501110	Salaries-Regular	64,085	64,085	2,834	4.42%	-	**
501120	Salaries-Part Time	77,775	77,775	2,615	3.36%	10,081	-74.06%
502100	Retirement	14,575	14,575	219	**	-	**
502105	Workers Comp Insurance	-	-	-	**	3,553	-100.00%
502110	Health/Life Insurance	5,120	5,120	435	**	-	**
502115	Unemployment Insurance	1,800	1,800	64	3.56%	90	-28.89%
502120	Medicare/Fica	2,055	2,055	81	3.94%	150	-46.00%
502130	Other Benefit Charges	1,375	1,375	-	0.00%	-	**
602100	Special Dept Expense	2,000	2,000	-	0.00%	-	**
602110	Office Expense	500	500	-	0.00%	-	**

* = Actual data is reported through July 2020.

Community Service - Bobadilla
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change from Prior Year
5300	Stanton Central Park, Continued						
604105	Utilities	630	630	-	0.00%	-	**
612115	Liability Insurance Charge	-	-	-	**	3,456	-100.00%
612125	Employee Benefits	-	-	-	**	10,680	-100.00%
5300	Stanton Central Park	169,915	169,915	6,248	3.68%	28,010	-77.69%
5400	Senior Nutrition Program						
501110	Salaries-Regular	-	-	503	**	-	**
501120	Salaries-Part Time	30,825	30,825	1,128	3.66%	-	**
502100	Retirement Charges	-	-	39	**	-	**
502110	Health/Life Insurance	445	445	85	19.10%	-	**
502115	Unemployment Insurance	525	525	-	0.00%	-	**
502120	Medicare/Fica	445	445	24	5.39%	-	**
502130	Other Benefit Charges	530	530	-	0.00%	-	**
5400	Senior Nutrition Program	32,770	32,770	1,779	5.43%	-	**
		\$ 920,920	\$ 920,920	\$ 30,394	3.30%	\$ 89,491	-66.04%
102	General Fund (Transactions & Use Tax)						
5100	Parks and Recreation						
501120	Salaries-Part Time	-	-	-	**	492	-100.00%
502120	Medicare/Fica	-	-	-	**	7	-100.00%
5100	Parks and Recreation	-	-	-	**	499	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ -	\$ -	**	\$ 499	-100.00%
	TOTAL COMMUNITY SERVICES	\$ 920,920	\$ 920,920	\$ 30,394	3.30%	\$ 89,990	-66.23%

* = Actual data is reported through July 2020.

Transfers to Other Funds-Bannigan
July 2020 General Fund Expenditures (8% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Year to Date Actual *	% of Budget	FY 2019/20 Actual	% Change From Prior Year
101	General Fund						
1600	Non-Departmental						
800250	Transfer to Fact Grant	\$ 24,750	\$ 24,750	\$ -	0.00%	\$ 38,000	-100.00%
800251	Transfer to Senior Transportation Fund	9,430	9,430	-	0.00%	-	**
	TOTAL TRANSFERS OUT	\$ 34,180	\$ 34,180	\$ -	0.00%	\$ 38,000	-100.00%

* = Actual data is reported through July 2020.

General Fund - Fund Balance Status

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<u>Reserves as of June 30, 2020:</u>			
Economic Uncertainty	\$ 4,600,000		\$ 4,600,000
Emergency Equipment Maintenance	250,000		250,000
Emergency Disaster Continuity	2,500,000		2,500,000
Capital Improvement	5,911,735		5,911,735
Subtotal	13,261,735	-	13,261,735
Available Fund Balance (unreserved)	2,610,724	4,678,926	7,289,650
Total Fund Balance (Reserves & Available Fund Balance) as of June 30, 2020 ⁽¹⁾	15,872,459	4,678,926	20,551,385
Estimated increase (decrease) of fund balance during Fiscal Year 2020-21 - per change	2,494,430	(3,727,065)	(1,232,635)
Total Projected Fund Balance (Reserves & Available Fund Balance) as of June 30, 2021	\$ 18,366,889	\$ 951,861	\$ 19,318,750

(1) - June 30, 2020 balances are preliminary pending the completion of the City's annual financial statement audit.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: October 13, 2020

SUBJECT: AUGUST 2020 GENERAL FUND REVENUE AND EXPENDITURE REPORT

REPORT IN BRIEF:

The monthly General Fund Revenue and Expenditure Report for the month ended August 31, 2020, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) 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 for the month ended August 31, 2020.

ANALYSIS:

The attached reports summarize the City revenue and expenditure balances for the General Fund as of August 31, 2020. The reports include information for the month of June, 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.

As of August 31st, total General Fund revenues received to date was \$1.0 million, which represents 4% of the Fiscal Year 20/21 budgeted amount and is 9% less than the revenues collected for the same period last year, primarily due to timing differences. For example, certain transfers from other funds will be reflected in the September report. Total General Fund expenditures were \$2.6 million through August, which represents 11% of the 20/21 projected expenditures and is 11% less than the expenditures incurred for the same period last year.

FISCAL IMPACT:

Per Attachment C, the City's General Fund reserves is expected to be \$17.7 million by June 30, 2021.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

- A. August 2020 General Fund Revenues
- B. August 2020 General Fund Expenditures
- C. General Fund Reserves

CITY OF STANTON
August 2020 General Fund Revenues (16% of year)

	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		Percent of Budget	FY 2019/20 Actual *	% Change From Prior Year
			Activity During August	Year To Date Actual *			
TAXES							
Property Tax	\$ 6,540,995	\$ 6,540,995	\$ 395	\$ 395	0.01%	\$ 19,752	-98.00%
Sales and Use Tax	4,122,000	4,122,000	-	-	0.00%	-	**
Transactions and Use Tax	4,092,000	4,092,000	-	-	0.00%	-	**
Transient Occupancy Tax	432,000	432,000	34,027	34,027	7.88%	9,559	255.97%
Franchise Fees	1,080,935	1,080,935	51,133	51,133	4.73%	-	**
Business Licenses	181,000	181,000	1,488	3,951	2.18%	4,329	-8.73%
Utility Users Tax	1,939,325	1,939,325	165,567	165,567	8.54%	153,259	8.03%
Tax Increment Pass-thru Payment	300,410	300,410	-	-	0.00%	-	**
TAXES-TOTAL	18,688,665	18,688,665	252,610	255,073	1.36%	186,899	36.48%
INTERGOVERNMENTAL							
County WDA Shared Revenue	156,630	156,630	-	-	0.00%	-	**
Mandated Cost Reimbursement	32,115	32,115	-	-	0.00%	52,518	-100.00%
Motor Vehicle In Lieu	20,000	20,000	-	-	0.00%	-	**
Public Safety Augmentation Tax	140,600	140,600	-	-	0.00%	-	**
Planning Grants	-	100,000	-	-	0.00%	-	**
Other Grants	4,200	4,200	751	751	17.88%	-	**
INTERGOVERNMENTAL-TOTAL	353,545	453,545	751	751	0.17%	52,518	-98.57%
CHARGES FOR SERVICES							
Charges for Services	255,045	255,045	-	-	0.00%	-	**
Information Technology Charges	24,675	24,675	-	-	0.00%	-	**
Indirect Cost Reimbursement	-	-	-	-	**	134,605	-100.00%
CHARGES FOR SERVICES-TOTAL	279,720	279,720	-	-	0.00%	134,605	-100.00%
FEES AND PERMITS							
Solid Waste Impact Fees	1,150,000	1,150,000	84,808	84,808	7.37%	-	**
Building Permits and Fees	832,350	832,350	231,766	569,092	68.37%	203,650	179.45%
Planning Permits and Fees	173,500	173,500	16,986	27,343	15.76%	52,480	-47.90%
Engineering Permits and Fees	54,235	54,235	14,340	18,151	33.47%	8,507	113.37%
Recycling Fees	96,975	96,975	-	-	0.00%	-	**
Other Permits and Fees	315,875	315,875	15,567	27,735	8.78%	23,729	16.88%
Community Services Fees	49,000	49,000	-	-	0.00%	6,258	-100.00%
FEES AND PERMITS -TOTAL	2,671,935	2,671,935	363,467	727,129	27.21%	294,624	146.80%
FINES AND FORFEITURES							
General Fines	500	500	36	36	7.20%	52	-30.77%
Motor Vehicle Fines	111,765	111,765	6,398	6,398	5.72%	19,126	-66.55%
Parking Citations	200,000	200,000	14,752	22,137	11.07%	45,132	-50.95%
DMV Parking Collections	60,000	60,000	5,778	5,778	9.63%	14,457	-60.03%
Administrative Citation	5,000	5,000	-	600	12.00%	1,930	-68.91%
FINES AND FORFEITURES-TOTAL	377,265	377,265	26,964	34,949	9.26%	80,697	-56.69%
USE OF MONEY AND PROPERTY							
Investment Earnings	161,000	161,000	-	-	0.00%	-	**
Unrealized Gains (Losses)	-	-	(34,066)	439	**	-	**
Rental Income	80,530	80,530	(150)	1,529	1.90%	28,132	-94.56%
USE OF MONEY AND PROPERTY-TOTAL	241,530	241,530	(34,216)	1,968	0.81%	28,132	-93.00%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	10,500	10,500	26	26	0.25%	154,881	-99.98%
MISCELLANEOUS REVENUE-TOTAL	10,500	10,500	26	26	0.25%	154,881	-99.98%
TRANSFERS IN							
From Gas Tax Fund	120,500	120,500	-	-	0.00%	-	**
From Protective Services Fund	413,590	413,590	-	-	0.00%	190,000	-100.00%
From Supplemental Law Enforcement Grants	93,590	93,590	-	-	0.00%	-	**
TRANSFERS IN-TOTAL	627,680	627,680	-	-	0.00%	190,000	-100.00%
TOTAL REVENUES AND TRANSFERS IN	\$ 23,250,840	\$ 23,350,840	\$ 609,602	\$ 1,019,896	4.37%	\$ 1,122,356	-9.13%

* = Actual data is reported through August.

TAXES
August 2020 General Fund Revenues (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During August	Year To Date Actual *			
101	General Fund							
430100	Current Year-Secured	\$ 1,096,000	\$ 1,096,000	\$ -	\$ -	0.00%	\$ -	**
430105	Current Year-Unsecured	35,000	35,000	-	-	0.00%	-	**
430110	Property Tax-Prior Year	1,000	1,000	-	-	0.00%	-	**
430115	Property Tax-Supplemental	31,890	31,890	395	395	1.24%	-	100.00%
430120	Residual Redevelopment Property Tax	950,790	950,790	-	-	0.00%	-	**
430121	In-Lieu Vehicle License Fee	4,315,000	4,315,000	-	-	0.00%	-	**
430125	Property Tax-Public Utility	41,275	41,275	-	-	0.00%	-	**
430130	Tax Administration Fees	(5,000)	(5,000)	-	-	0.00%	-	**
430135	Homeowners Tax Relief	4,990	4,990	-	-	0.00%	-	**
430140	Property Transfer Tax	70,050	70,050	-	-	0.00%	19,752	-100.00%
430200	Sales And Use Tax	4,122,000	4,122,000	-	-	0.00%	-	**
430300	Transient Occupancy Tax	432,000	432,000	34,027	34,027	7.88%	9,559	255.97%
430405	Franchise Tax/Cable TV	226,200	226,200	-	-	0.00%	-	**
430410	Franchise Tax/Electric	197,200	197,200	-	-	0.00%	-	**
430415	Franchise Tax/Gas	57,685	57,685	-	-	0.00%	-	**
430420	Franchise Tax/Refuse	521,850	521,850	51,133	51,133	9.80%	-	100.00%
430425	Franchise Tax/Water	78,000	78,000	-	-	0.00%	-	**
430500	Business License Tax	181,000	181,000	1,488	3,951	2.18%	4,329	-8.73%
430600	Util User Tax/Electricity	934,720	934,720	90,418	90,418	9.67%	80,647	12.12%
430605	Util User Tax/Telephone	383,210	383,210	18,995	18,995	4.96%	21,634	-12.20%
430610	Util User Tax/Gas	206,925	206,925	189	189	0.09%	287	-34.15%
430615	Util User Tax/Water	414,470	414,470	55,965	55,965	13.50%	50,691	10.40%
440100	AB 1389 Pass Through from RDA	300,410	300,410	-	-	0.00%	-	**
101	General Fund	14,596,665	14,596,665	252,610	255,073	1.75%	186,899	36.48%
102	General Fund (Transactions & Use Tax)							
430250	Transactions & Use Tax	4,092,000	4,092,000	-	-	0.00%	-	**
102	General Fund (Transactions & Use Tax)	4,092,000	4,092,000	-	-	0.00%	-	**
TAXES - TOTAL		\$ 18,688,665	\$ 18,688,665	\$ 252,610	\$ 255,073	1.36%	\$ 186,899	36.48%

* = Actual data is reported through August.

INTERGOVERNMENTAL
August 2020 General Fund Revenues (16% of year)

Acct. No.	Description	FY 2020/21		FY 2020/21		FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During August	Year To Date Actual *			
101	General Fund									
432121	County WDA Shared Revenue	\$ 156,630		\$ 156,630		\$ -	\$ -	0.00%	\$ -	**
432135	Mandated Cost Reimbursement	32,115		32,115		-	-	0.00%	52,518	-100.00%
432150	Motor Vehicle In Lieu	20,000		20,000		-	-	0.00%	-	**
432180	Public Safety Augmentation Tax	140,600		140,600		-	-	0.00%	-	**
432245	Planning Grants	-		100,000		-	-	0.00%	-	**
432256	Other Grants	4,200		4,200		751	751	17.88%	-	**
INTERGOVERNMENTAL - TOTAL		\$ 353,545		\$ 453,545		\$ 751	\$ 751	0.17%	\$ 52,518	-98.57%

* = Actual data is reported through August.

CHARGES FOR SERVICES
August 2020 General Fund Revenues (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year To Date Actual *			
101	General Fund							
433100	Charges For Services	\$ 255,045	\$ 255,045	\$ -	\$ -	0.00%	\$ -	**
433136	Information Technology Charges	24,675	24,675	-	-	0.00%	-	**
437136	Indirect Cost Reimbursement	-	-	-	-	**	134,605	-100.00%
CHARGES FOR SERVICES - TOTAL		\$ 279,720	\$ 279,720	\$ -	\$ -	0.00%	\$ 134,605	-100.00%

* = Actual data is reported through August.

FEES AND PERMITS
August 2020 General Fund Revenues (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During August	Year To Date Actual *			
101	General Fund							
431100	Building Plan Check Fees	\$ 139,500	\$ 139,500	\$ 6,770	\$ 13,038	9.35%	\$ 20,370	-35.99%
431105	Mechanical Permits	111,600	111,600	33,375	87,755	78.63%	31,650	177.27%
431110	Building Permits	465,000	465,000	153,362	389,601	83.79%	131,782	195.64%
431115	Plumbing Permits	46,500	46,500	12,955	33,900	72.90%	8,420	302.61%
431120	Electrical Permits	69,750	69,750	25,304	44,798	64.23%	11,428	292.00%
431130	Engineering Plan Check Fees	14,235	14,235	8,385	9,195	64.59%	850	981.76%
431135	Public Works Permits	40,000	40,000	5,955	8,956	22.39%	7,657	16.96%
431140	S M I P - Commercial Fees	200	200	-	11	5.50%	135	-91.85%
431145	S M I P-Residential Permits	3,000	3,000	-	9	0.30%	743	-98.79%
431146	SB 1473 Fee	1,500	1,500	323	818	54.53%	308	165.58%
431150	Grading Plan Review	-	-	4,335	4,335	**	-	**
431155	Grading Permits	-	-	1,470	1,470	**	-	**
431160	Solid Waste Impact Fees	1,150,000	1,150,000	84,808	84,808	7.37%	-	100.00%
431185	Parking Permits	50,000	50,000	1,425	3,843	7.69%	1,355	183.62%
431190	Towing Franchise Fee	20,000	20,000	-	-	0.00%	-	**
431195	Other Fees & Permits	30,000	30,000	4,890	9,885	32.95%	8,673	13.97%
433200	Conditional Use Permit	8,000	8,000	-	-	0.00%	-	**
433205	Precise Plan Of Design	15,000	15,000	6,160	6,160	41.07%	9,230	-33.26%
433210	Variance	3,000	3,000	-	-	0.00%	-	**
433220	Preliminary Plan Review	8,000	8,000	-	-	0.00%	5,625	-100.00%
433225	Environmental Services	500	500	355	355	71.00%	75	373.33%
433227	Foreclosure Registration	10,000	10,000	1,126	2,469	24.69%	1,689	46.18%
433235	Land Divisions	5,000	5,000	3,730	3,730	74.60%	-	100.00%
433240	Special Event Permits	700	700	-	-	0.00%	180	-100.00%
433245	Sign/Ban'R/Gar Sa/Temp Use Per	5,000	5,000	265	495	9.90%	1,635	-69.72%
433250	Ministerial Services	8,000	8,000	1,885	3,895	48.69%	2,940	32.48%
433260	Landscape Plan Check	1,000	1,000	-	-	0.00%	975	-100.00%
433266	Massage Establishment License	2,000	2,000	-	-	0.00%	-	**
433270	General Plan Maint Surcharge	10,000	10,000	3,465	9,030	90.30%	3,045	196.55%
433285	Other Developmental Fees	100,000	100,000	-	1,209	1.21%	27,266	-95.57%
433305	General Recreation Programs	30,000	30,000	-	-	0.00%	4,273	-100.00%
433315	Sports Fields	19,000	19,000	-	-	0.00%	1,985	-100.00%
437115	Recycling Fees	96,975	96,975	-	-	0.00%	-	**
430505	New/Moved Bus Lic Appl Rev	63,500	63,500	2,460	4,990	7.86%	9,500	-47.47%
430510	Business Tax Renewal Process	144,500	144,500	520	2,045	1.42%	2,360	-13.35%
430515	SB 1186	475,000	475,000	144	329	69.26%	475	-30.74%
FEES AND PERMITS - TOTAL		\$ 2,671,935	\$ 2,671,935	\$ 363,467	\$ 727,129	27.21%	\$ 294,624	146.80%

* - Actual data is reported through August 2020

FINES AND FORFEITURES
August 2020 General Fund Revenues (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During August	Year To Date Actual *			
101	General Fund							
434100	General Fines	\$ 500	\$ 500	\$ 36	\$ 36	7.20%	\$ 52	-30.77%
434105	Motor Vehicle Fines	111,765	111,765	6,398	6,398	5.72%	19,126	-66.55%
434110	Parking Citations	200,000	200,000	14,752	22,137	11.07%	45,132	-50.95%
434115	DMV Parking Collections	60,000	60,000	5,778	5,778	9.63%	14,457	-60.03%
434120	Administrative Citations	5,000	5,000	-	600	12.00%	1,930	-68.91%
FINES AND FORFEITURES - TOTAL		\$ 377,265	\$ 377,265	\$ 26,964	\$ 34,949	9.26%	\$ 80,697	-56.69%

* = Actual data is reported through August.

USE OF MONEY AND PROPERTY
August 2020 General Fund Revenues (16% of year)

Acct. No.	Description	FY 2020/21		FY 2020/21		FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During August	Year To Date Actual *			
101	General Fund									
435100	Interest Earned	\$ 160,000		\$ 160,000		\$ -	\$ -	0.00%	-	**
435105	Interest On Tax Monies	1,000		1,000		-	-	0.00%	-	**
435110	Unrealized Gains (Losses)	-		-		(34,066)	439	**	-	**
436125	Indoor Facility Rental	48,000		48,000		(150)	(150)	-0.31%	22,804	-100.66%
436127	Outdoor Picnic Shelters	10,700		10,700		-	-	0.00%	3,630	-100.00%
436135	Pac Bell Mobile Svcs-Rent	21,830		21,830		-	1,679	7.69%	1,628	3.13%
USE OF MONEY AND PROPERTY - TOTAL		\$ 241,530		\$ 241,530		\$ (34,216)	\$ 1,968	0.81%	\$ 28,132	-93.00%

* = Actual data is reported through August.

MISCELLANEOUS REVENUE
August 2020 General Fund Revenues (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During August	Year To Date Actual *			
101	General Fund							
437100	Sale Of Publications	\$ 500	\$ 500	\$ 1	\$ 1	0.20%	\$ 16	-93.75%
437195	Other Revenue	10,000	10,000	25	25	0.25%	154,865	-99.98%
	MISCELLANEOUS REVENUE - TOTAL	\$ 10,500	\$ 10,500	\$ 26	\$ 26	0.25%	\$ 154,881	-99.98%

* = Actual data is reported through August.

TRANSFERS IN
August 2020 General Fund Revenues (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During August	Year To Date Actual *			
101	General Fund							
439211	Transfer From Gas Tax Fund	\$ 120,500	\$ 120,500	\$ -	\$ -	0.00%	\$ -	**
439223	Transfer From Protective Services Fund	413,590	413,590	-	-	0.00%	190,000	-100.00%
439242	Transfer Fr Supp Law Enf Grant	93,590	93,590	-	-	0.00%	-	**
TRANSFERS IN - TOTAL		\$ 627,680	\$ 627,680	\$ -	\$ -	0.00%	\$ 190,000	-100.00%

* = Actual data is reported through August.

City of Stanton
August 2020 General Fund Expenditures (16% of year)

Division No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		Percent of Budget	FY 2019/20 Actual*	% Change from Prior Year
				Activity During August	Year to Date Actual *			
1100	City Council	\$ 118,895	\$ 118,895	\$ 6,108	\$ 18,541	15.59%	\$ 18,834	-1.56%
1200	City Attorney	260,000	260,000	347	347	0.13%	(560)	-161.96%
1300	City Manager	491,375	491,375	22,099	33,882	6.90%	57,359	-40.93%
1400	City Clerk	210,725	210,725	9,935	16,528	7.84%	26,639	-37.96%
1410	Personnel/Risk Management	125,855	125,855	8,201	13,231	10.51%	21,908	-39.61%
1430	Liability/Risk Management ⁽¹⁾	-	-	-	-	**	84,672	-100.00%
1510	Information Technology	436,245	511,995	58,624	125,017	24.42%	43,970	184.32%
	Administration	1,643,095	1,718,845	105,314	207,546	12.07%	252,822	-17.91%
1500	Finance	860,930	845,825	57,903	83,769	9.90%	140,014	-40.17%
1600	Non-Dept (excludes Transfers)	145,000	140,000	-	-	0.00%	10,381	-100.00%
	Finance	1,005,930	985,825	57,903	83,769	8.50%	150,395	-44.30%
2100	Law Enforcement	11,360,340	11,360,340	1,889,817	1,889,817	16.64%	1,891,029	-0.06%
2200	Fire Protection	4,928,270	4,928,270	-	-	0.00%	1,775	-100.00%
2230	Contractual Ambulance Svcs ⁽²⁾	5,000	5,000	-	-	0.00%	-	**
2400	Animal Control Services ⁽²⁾	182,280	182,280	44,100	44,100	24.19%	42,722	3.23%
2500	Public Safety-Other ⁽²⁾	132,485	215,660	7,908	11,637	5.40%	-	100.00%
4300	Parking Control	226,075	226,075	14,731	22,494	9.95%	54,717	-58.89%
6200	Code Enforcement	524,705	524,705	31,420	46,236	8.81%	87,555	-47.19%
	Public Safety	17,359,155	17,442,330	1,987,976	2,014,284	11.55%	2,077,798	-3.06%
3000	Public Works Administration ⁽²⁾	382,015	397,120	28,858	39,806	10.02%	-	100.00%
3100	Engineering	114,955	114,955	9,291	26,714	23.24%	32,528	-17.87%
3200	Public Facilities	404,640	404,640	25,989	31,639	7.82%	47,504	-33.40%
3300	Crossing Guard ⁽²⁾	43,000	43,000	-	-	0.00%	-	**
3400	Parks Maintenance	351,400	353,767	22,085	30,632	8.66%	56,043	-45.34%
3500	Street Maintenance	409,470	409,470	26,218	43,197	10.55%	59,665	-27.60%
3600	Storm Drains	125,000	125,000	460	460	0.37%	519	-11.37%
6300	Graffiti Abatement	99,735	99,735	4,587	5,728	5.74%	-	100.00%
	Public Works	1,930,215	1,947,687	117,488	178,176	9.15%	196,259	-9.21%
4000	Community Development Administration ⁽²⁾	149,860	150,100	7,599	10,290	6.86%	-	100.00%
4100	Planning	420,610	720,370	24,717	36,541	5.07%	50,862	-28.16%
4200	Building Regulation	563,050	563,050	6,388	9,891	1.76%	15,126	-34.61%
4400	Business Relations	21,100	21,100	-	-	0.00%	7,537	-100.00%
	Community Development	1,154,620	1,454,620	38,704	56,722	3.90%	73,525	-22.85%
5100	Parks and Recreation	695,780	695,780	38,615	60,609	8.71%	103,141	-41.24%
5200	Community Center	22,455	22,455	274	645	2.87%	4,161	-84.50%
5300	Stanton Central Park	169,915	169,915	9,288	15,536	9.14%	42,495	-63.44%
5400	Senior Nutrition Program ⁽²⁾	32,770	32,770	3,374	5,153	15.72%	-	100.00%
	Community Services	920,920	920,920	51,551	81,943	8.90%	149,797	-45.30%
	Transfer to Fact Grant	24,750	24,750	-	-	0.00%	38,000	-100.00%
	Transfer to Senior Transportation Fund	9,430	9,430	-	-	0.00%	-	**
	Transfers to Other Funds	34,180	34,180	-	-	0.00%	38,000	-100.00%
	TOTAL EXPENDITURES	\$ 24,048,115	\$ 24,504,407	\$ 2,358,936	\$ 2,622,440	10.70%	\$ 2,938,596	-10.76%

(1) - Liability insurance premiums are budgeted in the City's Liability Risk Management Internal Service Fund (#603) in Fiscal Year 2020/21.

(2) - New division in the Fiscal Year 2020/21 Adopted Budget.

* = Actual data is reported through August.

Administration - Vasquez
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21					FY 2019/20 Actual*	% Change From Prior Year
		FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Activity During August	Year to Date Actual *	% of Budget		
101	General Fund							
1100	City Council							
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,023	\$ 6,537	12.52%	\$ 7,040	-7.14%
502120	Medicare/Fica	755	755	58	95	12.58%	102	-6.86%
502130	Other Benefit Charges	900	900	-	-	0.00%	-	**
602100	Special Dept Expense	9,000	9,000	630	2,703	30.03%	856	215.77%
602110	Office Expense	1,950	1,950	97	97	4.97%	35,000	177.14%
602115	Postage	50	50	-	-	0.00%	-	**
607100	Membership/Dues	40,000	40,000	1,300	9,109	22.77%	9,485	-3.96%
607110	Travel/Conference/Meetings	10,500	10,500	-	-	0.00%	-	**
612115	Liability Insurance Charge	3,540	3,540	-	-	0.00%	1,316	-100.00%
1100	City Council Total	118,895	118,895	6,108	18,541	15.59%	18,834	-1.56%
1200	City Attorney							
608105	Professional Services	260,000	260,000	347	347	0.13%	(560)	-161.96%
1200	City Attorney Total	260,000	260,000	347	347	0.13%	(560)	-161.96%
1300	City Manager							
501110	Salaries-Regular	310,320	310,320	17,776	27,236	8.78%	24,440	11.44%
502100	Retirement	70,610	70,610	1,716	2,649	3.75%	2,221	19.27%
502105	Workers Comp Insurance	-	-	-	-	**	1,428	-100.00%
502110	Health/Life Insurance	17,630	17,630	1,877	3,130	17.75%	2,944	6.32%
502115	Unemployment Insurance	675	675	-	-	0.00%	37	-100.00%
502120	Medicare/Fica	4,500	4,500	258	395	8.78%	353	11.90%
502130	Other Benefit Charges	90	90	-	-	0.00%	-	**
602110	Office Expense	4,950	4,950	-	-	0.00%	594	-100.00%
602115	Postage	250	250	-	-	0.00%	-	**
607100	Membership/Dues	1,000	1,000	400	400	40.00%	400	0.00%
607110	Travel/Conference/Meetings	3,000	3,000	72	72	2.40%	804	-91.04%
608105	Professional Services	48,000	48,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	710	710	-	-	0.00%	374	-100.00%
612115	Liability Insurance Charge	29,640	29,640	-	-	0.00%	5,811	-100.00%
612125	Employee Benefits	-	-	-	-	**	17,953	-100.00%
1300	City Manager Total	491,375	491,375	22,099	33,882	6.90%	57,359	-40.93%
1400	City Clerk							
501110	Salaries-Regular	106,640	106,640	7,650	12,217	11.46%	10,711	14.06%
501115	Salaries-Overtime	1,000	1,000	-	-	**	-	**
502100	Retirement	33,475	33,475	1,372	2,195	6.56%	1,845	18.97%
502105	Workers Comp Insurance	-	-	-	-	**	1,847	-100.00%
502110	Health/Life Insurance	7,645	7,645	1,442	2,302	30.11%	2,059	11.80%
502115	Unemployment Insurance	330	330	-	-	0.00%	-	**
502120	Medicare/Fica	1,545	1,545	105	168	10.87%	143	17.48%
502130	Other Benefit Charges	45	45	-	-	0.00%	-	**
602110	Office Expense	2,250	2,250	-	-	0.00%	115	-100.00%
602115	Postage	250	250	-	-	0.00%	-	**
602120	Books/Periodicals	100	100	-	-	0.00%	-	**
607100	Membership/Dues	350	350	310	310	88.57%	210	47.62%
607110	Travel/Conference/Meetings	530	530	-	-	0.00%	-	**
607115	Training	750	750	-	-	0.00%	-	**
608105	Professional Services	6,000	6,000	-	780	13.00%	780	0.00%
608140	Elections	42,000	42,000	(944)	(1,444)	-3.44%	-	**
612105	Vehicle Replacement Charge	585	585	-	-	0.00%	309	-100.00%
612115	Liability Insurance Charge	7,230	7,230	-	-	0.00%	2,108	-100.00%
1400	City Clerk, Continued							

* = Actual data is reported through August.

Administration - Vasquez
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *	% of Budget		
612125	Employee Benefits	-	-	-	-	**	6,512	-100.00%
1400	City Clerk Total	210,725	210,725	9,935	16,528	7.84%	26,639	-37.96%
1510	Information Technology							
501110	Salaries-Regular	71,715	71,715	5,312	8,134	11.34%	-	100.00%
501115	Salaries-Overtime	-	-	-	228	**	-	100.00%
502100	Retirement Charges	23,110	23,110	958	1,477	6.39%	-	100.00%
502110	Health/Life Insurance	7,950	7,950	1,207	1,855	23.33%	-	100.00%
502115	Unemployment Insurance	300	300	-	-	0.00%	-	**
502120	Medicare/Fica	1,040	1,040	69	110	10.58%	-	100.00%
502130	Other Benefit Charges	40	40	-	-	0.00%	-	**
602140	Materials & Supplies	15,000	15,000	484	602	4.01%	71	747.89%
603105	Equipment Maintenance	25,000	25,000	4,230	4,230	16.92%	32,084	-86.82%
604100	Communications	51,480	51,480	1,440	1,440	**	-	100.00%
608100	Contractual Services	105,360	125,855	3,720	65,345	**	-	100.00%
608145	Information Technology	39,750	39,750	6,005	6,005	15.11%	9,855	-39.07%
701050	Computer Software	45,500	102,970	34,957	34,957	33.95%	-	100.00%
701105	Equipment-General	50,000	47,785	242	634	1.33%	1,960	-67.65%
1510	Information Technology Total	436,245	511,995	58,624	125,017	24.42%	43,970	184.32%
TOTAL ADMINISTRATION-VASQUEZ		\$ 1,517,240	\$ 1,592,990	\$ 97,113	\$ 194,315	12.20%	\$ 146,242	32.87%

* = Actual data is reported through August.

Administration - Guzman
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted	FY 2020/21 Amended	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *			
101	General Fund							
1410	Personnel/Risk Management							
501110	Salaries-Regular	\$ 79,325	\$ 79,325	\$ 6,103	\$ 9,879	12.45%	\$ 9,458	4.45%
502100	Retirement	17,855	17,855	472	764	4.28%	661	15.58%
502105	Workers Comp Insurance	-	-	-	-	**	353	-100.00%
502110	Health/Life Insurance	6,445	6,445	1,221	1,977	30.67%	2,078	-4.86%
502115	Unemployment Insurance	300	300	-	-	0.00%	-	**
502120	Medicare/Fica	1,150	1,150	89	145	12.61%	139	4.32%
502130	Other Benefit Charges	40	40	-	-	0.00%	-	**
602110	Office Expense	1,400	1,400	64,000	64,000	4.57%	269	-76.21%
602115	Postage	200	200	-	-	0.00%	-	**
607100	Membership/Dues	725	725	-	150	20.69%	425	-64.71%
607110	Travel/Conference/Meetings	1,500	1,500	-	-	0.00%	-	**
607115	Training	4,500	4,500	-	-	0.00%	-	**
608105	Professional Services	10,000	10,000	252	252	2.52%	378	-33.33%
608125	Advertising/ Business Dev't	1,800	1,800	-	-	0.00%	175	-100.00%
612105	Vehicle Replacement Charge	615	615	-	-	0.00%	325	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,870	-100.00%
612125	Employee Benefits	-	-	-	-	**	5,777	-100.00%
1410	Personnel/Risk Management Total	125,855	125,855	8,201	13,231	10.51%	21,908	-39.61%
1430	Liability/Risk Management							
606105	Insurance Premium	-	-	-	-	**	84,672	-100.00%
1430	Liability/Risk Management Total ⁽¹⁾	-	-	-	-	**	84,672	-100.00%
TOTAL ADMINISTRATION-GUZMAN		\$ 125,855	\$ 125,855	\$ 8,201	\$ 13,231	10.51%	\$ 106,580	-87.59%

* = Actual data is reported through August.

Finance-Bannigan
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *	% of Budget		
101	General Fund							
1500	Finance							
501110	Salaries-Regular	\$ 475,660	\$ 442,535	\$ 42,987	\$ 61,018	13.79%	\$ 58,093	5.04%
501115	Salaries-Overtime	500	500	-	-	**	-	**
501120	Salaries-Part Time	40,555	40,555	4,665	7,200	17.75%	6,375	12.94%
502100	Retirement	130,350	127,820	2,930	5,441	4.26%	7,377	-26.24%
502105	Workers Comp Insurance	-	-	-	-	**	2,356	-100.00%
502110	Health/Life Insurance	26,930	25,490	2,421	4,090	16.05%	6,041	-32.30%
502115	Unemployment Insurance	2,040	1,970	26	54	2.74%	45	20.00%
502120	Medicare/Fica	7,485	6,995	629	886	12.67%	800	10.75%
502130	Other Benefit Charges	895	875	-	-	**	-	**
602100	Special Dept Expense	-	-	-	-	**	6,038	-100.00%
602110	Office Expense	7,000	7,000	111	111	1.59%	353	-68.56%
602115	Postage	5,000	5,000	-	-	0.00%	-	**
602120	Books/Periodicals	350	350	-	-	0.00%	-	**
607100	Membership/Dues	1,200	1,200	-	-	0.00%	250	-100.00%
607105	Mileage Reimbursement	200	200	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,620	1,620	-	-	0.00%	447	-100.00%
607115	Training	1,900	1,900	-	-	0.00%	-	**
608105	Professional Services	102,840	102,840	3,192	3,192	3.10%	-	100.00%
608107	Financial Services	17,500	17,500	942	1,777	10.15%	-	100.00%
608130	Temporary Help	-	22,570	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	1,235	1,235	-	-	0.00%	650	-100.00%
612115	Liability Insurance Charge	37,670	37,670	-	-	0.00%	12,516	-100.00%
612125	Employee Benefits	-	-	-	-	**	38,673	-100.00%
1500	Finance Total	860,930	845,825	57,903	83,769	9.90%	140,014	-40.17%
1600	Non-Departmental							
602100	Special Dept Expense	5,000	-	-	-	**	2,561	-100.00%
602115	Postage Clearing Account	-	-	-	-	**	3,091	-100.00%
607115	Training	-	-	-	-	**	(4,138)	-100.00%
608105	Professional Services	-	-	-	-	**	4,000	-100.00%
610230	North SPA Navigation Center Cost Share	100,000	100,000	-	-	0.00%	-	**
611105	Revenue Sharing-City of Anaheim	35,000	35,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	5,000	5,000	-	-	0.00%	-	**
1600	Non-Departmental Total	145,000	140,000	-	-	0.00%	10,381	-100.00%
	TOTAL FINANCE	\$ 1,005,930	\$ 985,825	\$ 57,903	\$ 83,769	8.50%	\$ 150,395	-44.30%

* = Actual data is reported through August.

Public Works - Rigg
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *			
101	General Fund							
3000	Public Works Administration							
501110	Salaries-Regular	\$ 245,015	\$ 256,420	\$ 21,849	\$ 30,133	11.75%	\$ -	100.00%
501120	Salaries-Part Time	14,605	14,605	1,343	1,898	13.00%	-	100.00%
502100	Retirement Charges	54,390	56,920	1,735	2,385	4.19%	-	100.00%
502110	Health/Life Insurance	16,875	17,800	3,597	4,929	27.69%	-	100.00%
502115	Unemployment Insurance	1,035	1,105	-	-	0.00%	-	**
502120	Medicare/Fica	3,765	3,930	334	461	11.73%	-	100.00%
502130	Other Benefit Charges	345	355	-	-	0.00%	-	**
612115	Liability Insurance Charge	45,985	45,985	-	-	0.00%	-	**
3000	Public Works Administration Total	382,015	397,120	28,858	39,806	10.02%	-	100.00%
3100	Engineering							
501110	Salaries-Regular	31,730	31,730	3,781	6,040	19.04%	6,801	-11.19%
501115	Salaries-Overtime	700	700	89	89	12.71%	64	39.06%
502100	Retirement	7,145	7,145	292	467	6.54%	470	-0.64%
502105	Workers Comp Insurance	-	-	-	-	**	1,110	-100.00%
502110	Health/Life Insurance	3,195	3,195	981	1,540	48.20%	1,356	13.57%
502115	Unemployment Insurance	120	120	-	-	0.00%	-	**
502120	Medicare/Fica	460	460	53	83	18.04%	97	-14.43%
502130	Other Benefit Charges	15	15	-	-	0.00%	-	**
602110	Office Expense	1,750	1,750	-	-	0.00%	92	-100.00%
602115	Postage	350	350	-	-	0.00%	-	**
602140	Materials & Supplies	2,500	2,500	-	-	0.00%	195	-100.00%
607100	Membership/Dues	2,000	2,000	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,300	1,300	-	-	0.00%	30	-100.00%
607115	Training	1,000	1,000	-	-	0.00%	-	**
608105	Professional Services	5,000	5,000	-	-	0.00%	-	**
608110	Engineering Services	45,000	45,000	1,448	15,848	35.22%	14,401	10.05%
608115	Inspection Services	2,000	2,000	-	-	0.00%	-	**
608120	Plan Checking Services	10,000	10,000	2,647	2,647	26.47%	2,160	22.55%
612105	Vehicle Replacement Charge	690	690	-	-	0.00%	402	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,308	-100.00%
612125	Employee Benefits	-	-	-	-	**	4,042	-100.00%
3100	Engineering Total	114,955	114,955	9,291	26,714	23.24%	32,528	-17.87%
3200	Public Facilities							
501110	Salaries-Regular	23,665	23,665	1,820	2,856	12.07%	5,690	-49.81%
501115	Salaries-Overtime	300	300	-	-	0.00%	11	-100.00%
502100	Retirement	5,335	5,335	141	223	4.18%	426	-47.65%
502105	Workers Comp Insurance	-	-	-	-	**	3,877	-100.00%
502110	Health/Life Insurance	1,955	1,955	372	582	29.77%	1,093	-46.75%
502115	Unemployment Insurance	150	150	-	-	0.00%	-	**
502120	Medicare/Fica	345	345	26	41	11.88%	81	-49.38%
502130	Other Benefit Charges	20	20	-	-	0.00%	-	**
602100	Special Dept Expense	2,000	2,000	1,765	1,765	88.25%	72	2351.39%
602110	Office Expense	210	210	-	-	0.00%	-	**
602125	Small Tools	-	-	-	-	**	-	**
602130	Clothing	3,500	3,500	-	-	0.00%	1,458	-100.00%
602135	Safety Equipment	500	500	563	563	112.60%	-	**
602140	Materials & Supplies	8,000	8,000	825	825	10.31%	337	144.81%
603105	Equipment Maintenance	-	-	-	-	**	-	**
603110	Building Maintenance	114,950	114,950	985	1,818	1.58%	8,591	-78.84%

* = Actual data is reported through August.

Public Works - Rigg
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *			
3200	Public Facilities, Continued					**		**
604100	Communications	30,000	30,000	567	637	2.12%	1,024	-37.79%
604105	Utilities	130,000	130,000	14,726	14,726	11.33%	10,982	34.09%
608100	Contractual Services	62,000	62,000	4,199	7,603	12.26%	7,273	4.54%
611110	O.C. Sanitation District User Fee	18,000	18,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	3,710	3,710	-	-	0.00%	2,163	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,082	-100.00%
612125	Employee Benefits	-	-	-	-	**	3,344	-100.00%
3200	Public Facilities Total	404,640	404,640	25,989	31,639	7.82%	47,504	-33.40%
3300	Crossing Guard							
608175	Crossing Guard Services	43,000	43,000	-	-	0.00%	-	**
3300	Crossing Guard Total	43,000	43,000	-	-	0.00%	-	**
3400	Parks Maintenance							
501110	Salaries-Regular	63,780	63,780	4,281	6,184	9.70%	5,738	7.77%
501115	Salaries-Overtime	1,000	1,000	421	473	47.30%	48	885.42%
501120	Salaries-Part Time	-	-	-	-	**	1,534	-100.00%
502100	Retirement	14,300	14,300	321	469	3.28%	451	3.99%
502105	Workers Comp Insurance	-	-	-	-	**	4,730	-100.00%
502110	Health/Life Insurance	4,900	4,900	678	1,007	20.55%	895	12.51%
502115	Unemployment Insurance	405	405	-	-	0.00%	-	**
502120	Medicare/Fica	925	925	69	98	10.59%	106	-7.55%
502130	Other Benefit Charges	55	55	-	-	0.00%	-	**
602100	Special Dept Expense	5,000	5,000	-	-	0.00%	1,475	-100.00%
603105	Equipment Maintenance	10,000	12,367	-	-	0.00%	156	-100.00%
604105	Utilities	143,000	143,000	2,980	2,980	2.08%	14,289	-79.14%
605100	Land Lease	6,020	6,020	-	5,161	85.73%	-	100.00%
608100	Contractual Services	97,500	97,500	13,335	14,260	14.63%	18,619	-23.41%
612105	Vehicle Replacement Charge	4,515	4,515	-	-	0.00%	2,633	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,313	-100.00%
612125	Employee Benefits	-	-	-	-	**	4,056	-100.00%
3400	Parks Maintenance Total	351,400	353,767	22,085	30,632	8.66%	56,043	-45.34%
3500	Street Maintenance							
501110	Salaries-Regular	100,555	100,555	7,227	11,485	11.42%	12,686	-9.47%
501115	Salaries-Overtime	2,600	2,600	248	398	15.31%	140	184.29%
501120	Salaries-Part Time	-	-	-	-	**	959	-100.00%
502100	Retirement	21,915	21,915	554	902	4.12%	1,127	-19.96%
502105	Workers Comp Insurance	-	-	-	-	**	9,904	-100.00%
502110	Health/Life Insurance	7,360	7,360	1,148	1,882	25.57%	2,377	-20.82%
502115	Unemployment Insurance	615	615	-	-	0.00%	-	**
502120	Medicare/Fica	1,465	1,465	111	175	11.95%	195	-10.26%
502130	Other Benefit Charges	80	80	-	-	0.00%	-	**
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	2,787	-100.00%
602125	Small Tools	5,000	5,000	270	270	5.40%	-	100.00%
602140	Materials & Supplies	50,000	50,000	2,208	2,208	4.42%	8,131	-72.84%
603105	Equipment Maintenance	2,000	2,000	-	-	0.00%	358	**
608100	Contractual Services	185,000	185,000	14,452	25,877	13.99%	4,637	458.05%
612105	Vehicle Replacement Charge	9,880	9,880	-	-	0.00%	5,761	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	2,593	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,010	-100.00%
710190	Pavement Maintenance	20,000	20,000	-	-	0.00%	-	**
3500	Street Maintenance Total	409,470	409,470	26,218	43,197	10.55%	59,665	-27.60%

* = Actual data is reported through August.

Public Works - Rigg
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *			
3600	Storm Drain Maintenance							
603100	Emergency Maintenance Services	5,000	5,000	-	-	0.00%	-	**
608155	Storm Water Monitor Program	120,000	120,000	460	460	0.38%	519	-11.37%
3600	Storm Drain Maintenance Total	125,000	125,000	460	460	0.37%	519	-11.37%
6300	Graffiti Abatement							
501110	Salaries-Regular	39,635	39,635	3,014	3,894	9.82%	-	100.00%
501115	Salaries-Overtime	15,000	15,000	51	51	0.34%	-	100.00%
502100	Retirement Charges	8,925	8,925	232	300	3.36%	-	100.00%
502110	Health/Life Insurance	3,325	3,325	616	796	23.94%	-	100.00%
502115	Unemployment Insurance	255	255	-	-	0.00%	-	**
502120	Medicare/Fica	575	575	44	57	9.91%	-	100.00%
502130	Other Benefit Charges	35	35	-	-	0.00%	-	**
602100	Special Dept Expense	1,000	1,000	-	-	0.00%	-	**
602140	Materials & Supplies	12,000	12,000	467	467	3.89%	-	100.00%
603105	Equipment Maintenance	5,000	5,000	163	163	3.26%	-	100.00%
612105	Vehicle Replacement Charge	13,985	13,985	-	-	0.00%	-	**
6300	Graffiti Abatement Total	99,735	99,735	4,587	5,728	5.74%	-	100.00%
TOTAL PUBLIC WORKS		\$ 1,930,215	\$ 1,947,687	\$ 117,488	\$ 178,176	9.15%	\$ 196,259	-9.21%

* = Actual data is reported through August.

Public Safety - Wren
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *			
101	General Fund							
2100	Law Enforcement							
501110	Salaries-Regular	\$ -	\$ -	-	\$ -	**	11,756	-100.00%
501120	Salaries-Part Time	-	-	-	-	**	2,902	-100.00%
502100	Retirement	-	-	-	-	**	821	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	519	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	2,598	-100.00%
502120	Medicare/Fica	-	-	-	-	**	211	-100.00%
602100	Special Dept Expense	-	-	166	166	**	36	361.11%
602110	Office Expense	1,500	1,500	4	4	0.27%	151	-97.35%
602145	Gas/Oil/Lube	3,000	3,000	108	108	3.60%	-	100.00%
603110	Building Maintenance	-	-	-	-	**	2,050	-100.00%
603125	Vehicle Maintenance	5,000	5,000	-	-	0.00%	-	**
604100	Communications	60,000	60,000	9,781	9,781	16.30%	8,019	21.97%
604105	Utilities	-	-	-	-	**	2,855	-100.00%
607100	Membership/Dues	5,000	5,000	4,678	4,678	93.56%	4,678	0.00%
607105	Mileage Reimbursement	2,400	2,400	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	3,400	3,400	-	-	0.00%	-	**
607115	Training	-	-	-	-	**	-	**
608100	Contractual Services	20,745	20,745	-	-	0.00%	-	**
608160	O.C.S.D. Contract	4,950,475	4,950,475	843,786	843,786	17.04%	1,342,939	-37.17%
612105	Vehicle Replacement Charge	8,820	8,820	-	-	0.00%	-	**
612115	Liability Insurance Charge	-	-	-	-	**	2,723	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,411	-100.00%
2100	Law Enforcement Total	5,060,340	5,060,340	858,523	858,523	16.97%	1,390,669	-38.27%
2200	Fire Protection							
608185	O.C.F.A. Contract	3,428,270	3,428,270	-	-	0.00%	-	**
608190	Contractual Ambulance Svcs	-	-	-	-	**	(50)	-100.00%
2200	Fire Protection Total	3,428,270	3,428,270	-	-	0.00%	(50)	-100.00%
2230	Ambulance Services							
608190	Contractual Ambulance Svcs	5,000	5,000	-	-	0.00%	-	**
2230	Ambulance services Total	5,000	5,000	-	-	0.00%	-	**
2400	Animal Control Services							
608170	Animal Control Services	182,280	182,280	44,100	44,100	24.19%	42,722	3.23%
2400	Animal Control Services Total	182,280	182,280	44,100	44,100	24.19%	42,722	3.23%
2500	Public Safety-Other							
501110	Salaries-Regular	56,650	117,680	3,945	6,017	5.11%	-	100.00%
501120	Salaries-Part Time	22,070	22,070	3,301	4,445	20.14%	-	100.00%
502100	Retirement Charges	19,430	36,225	520	898	2.48%	-	100.00%
502110	Health/Life Insurance	2,855	6,420	34	121	1.88%	-	100.00%
502115	Unemployment Insurance	405	635	-	-	0.00%	-	**
502120	Medicare/Fica	1,140	2,075	108	156	7.52%	-	100.00%
502130	Other Benefit Charges	15	635	-	-	0.00%	-	**
602110	Office Expense	1,200	1,200	-	-	0.00%	-	**
602115	Postage	100	100	-	-	0.00%	-	**
607115	Training	700	700	-	-	0.00%	-	**
612115	Liability Insurance Charge	27,920	27,920	-	-	0.00%	-	**
2500	Public Safety-Other Total	132,485	215,660	7,908	11,637	5.40%	-	100.00%
4300	Parking Control							

* = Actual data is reported through August 2020.

Public Safety - Wren
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *			
501110	Salaries-Regular	136,250	136,250	10,057	15,572	11.43%	14,596	6.69%
4300	Parking Control, Continued							
501120	Salaries-Part Time	11,340	11,340	918	1,704	15.03%	5,721	-70.21%
502100	Retirement	38,910	38,910	1,473	2,281	5.86%	2,174	4.92%
502105	Workers Comp Insurance	-	-	-	-	**	4,190	-100.00%
502110	Health/Life Insurance	7,870	7,870	1,041	1,601	20.34%	1,713	-6.54%
502115	Unemployment Insurance	705	705	-	-	0.00%	139	-100.00%
502120	Medicare/Fica	2,140	2,140	162	256	11.96%	299	-14.38%
502130	Other Benefit Charges	265	265	-	-	0.00%	-	**
602110	Office Expense	6,500	6,500	-	-	0.00%	59	-100.00%
602115	Postage	500	500	-	-	0.00%	-	**
602130	Clothing	1,000	1,000	-	-	0.00%	142	-100.00%
604100	Communications	1,000	1,000	218	218	21.80%	54	303.70%
608105	Professional Services	16,000	16,000	862	862	5.39%	1,614	-46.59%
612105	Vehicle Replacement Charge	3,595	3,595	-	-	0.00%	2,095	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	4,021	-100.00%
612125	Employee Benefits	-	-	-	-	**	12,424	-100.00%
4300	Parking Control Total	226,075	226,075	14,731	22,494	9.95%	49,241	-54.32%
6200	Code Enforcement							
501110	Salaries-Regular	312,675	312,675	23,283	34,531	11.04%	19,660	75.64%
501120	Salaries-Part Time	11,340	11,340	918	1,320	11.64%	-	100.00%
502100	Retirement	83,230	83,230	2,935	4,422	5.31%	3,438	28.62%
502105	Workers Comp Insurance	-	-	-	-	**	3,838	-100.00%
502110	Health/Life Insurance	21,450	21,450	3,288	4,799	22.37%	2,604	84.29%
502115	Unemployment Insurance	1,290	1,290	-	-	0.00%	-	**
502120	Medicare/Fica	4,695	4,695	348	516	10.99%	294	75.51%
502130	Other Benefit Charges	345	345	-	-	0.00%	-	**
602110	Office Expense	1,500	1,500	24	24	1.60%	180	-86.67%
602115	Postage	1,000	1,000	-	-	0.00%	-	**
602160	Code Enforcement Equipment	3,000	3,000	-	-	0.00%	291	-100.00%
603105	Equipment Maintenance	100	100	-	-	0.00%	-	**
604100	Communications	800	800	624	624	78.00%	26	2300.00%
607100	Membership/Dues	600	600	-	-	0.00%	-	**
607105	Mileage Reimbursement	100	100	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	(288)	-100.00%
607115	Training	1,000	1,000	-	-	0.00%	241	-100.00%
608180	Prosecution/Code Enforcement	75,000	75,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	5,580	5,580	-	-	0.00%	3,255	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	3,840	-100.00%
612125	Employee Benefits	-	-	-	-	**	11,862	-100.00%
6200	Code Enforcement Total	524,705	524,705	31,420	46,236	8.81%	49,241	-6.10%
101	GENERAL FUND TOTAL	\$ 9,559,155	\$ 9,642,330	\$ 956,682	\$ 982,990	10.19%	\$ 1,531,823	-35.83%
102	General Fund (Transactions & Use Tax)							
2100	Law Enforcement							
501110	Salaries-Regular	-	-	-	-	**	4,704	-100.00%
502100	Retirement	-	-	-	-	**	366	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	169	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	42	-100.00%
502120	Medicare/Fica	-	-	-	-	**	70	-100.00%

* = Actual data is reported through August 2020.

Public Safety - Wren
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *			
608160	O.C.S.D. Contract	6,300,000	6,300,000	1,031,294	1,031,294	16.37%	483,760	113.18%
608175	Crossing Guard Services	-	-	-	-	**	2,142	-100.00%
2100	Law Enforcement, Continued							
612105	Vehicle Replacement Charge	-	-	-	-	**	5,142	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	923	-100.00%
612125	Employee Benefits	-	-	-	-	**	2,853	-100.00%
2100	Law Enforcement Total	6,300,000	6,300,000	1,031,294	1,031,294	16.37%	500,360	106.11%
2200	Fire Protection							
501110	Salaries-Regular	-	-	-	-	**	941	-100.00%
502100	Retirement	-	-	-	-	**	73	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	34	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	8	-100.00%
502120	Medicare/Fica	-	-	-	-	**	14	-100.00%
608185	O.C.F.A. Contract	1,500,000	1,500,000	-	-	0.00%	-	**
612115	Liability Insurance Charge	-	-	-	-	**	185	-100.00%
612125	Employee Benefits	-	-	-	-	**	570	-100.00%
2200	Fire Protection Total	1,500,000	1,500,000	-	-	0.00%	1,825	-100.00%
4300	Parking Control							
501110	Salaries-Regular	-	-	-	-	**	2,822	-100.00%
502100	Retirement	-	-	-	-	**	220	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	102	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	25	-100.00%
502120	Medicare/Fica	-	-	-	-	**	42	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	554	-100.00%
612125	Employee Benefits	-	-	-	-	**	1,711	-100.00%
4300	Parking Control Total	-	-	-	-	**	5,476	-100.00%
6200	Code Enforcement							
501110	Salaries-Regular	-	-	-	-	**	18,417	-100.00%
502100	Retirement	-	-	-	-	**	1,361	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	2,162	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	1,424	-100.00%
502120	Medicare/Fica	-	-	-	-	**	271	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	3,589	-100.00%
612125	Employee Benefits	-	-	-	-	**	11,090	-100.00%
6200	Code Enforcement Total	-	-	-	-	**	38,314	-100.00%
102	TRANSACTIONS AND USE TAX TOT.	\$ 7,800,000	\$ 7,800,000	\$ 1,031,294	\$ 1,031,294	13.22%	\$ 545,975	88.89%
	TOTAL PUBLIC SAFETY	\$ 17,359,155	\$ 17,442,330	\$ 1,987,976	\$ 2,014,284	11.55%	\$ 2,077,798	-3.06%

* = Actual data is reported through August 2020.

Community Development-Lilley
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Activity		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				During August	Year to Date Actual *			
101	General Fund							
4000	Community Development Administration							
501110	Salaries-Regular	\$ 84,280	\$ 84,280	\$ 5,986	\$ 8,008	9.50%	\$ -	100.00%
502100	Retirement Charges	20,155	20,155	670	935	4.64%	-	100.00%
502110	Health/Life Insurance	4,300	4,300	691	1,030	23.95%	-	100.00%
502115	Unemployment Insurance	195	195	45	82	42.05%	-	100.00%
502120	Medicare/Fica	1,225	1,225	84	112	9.14%	-	100.00%
502130	Other Benefit Charges	20	20	-	-	0.00%	-	**
602110	Office Expense	1,300	1,275	24	24	1.88%	-	100.00%
602120	Books/Periodicals	75	340	99	99	29.12%	-	100.00%
612115	Liability Insurance Charge	38,310	38,310	-	-	0.00%	-	**
4000	Community Development Administration Total	149,860	150,100	7,599	10,290	6.86%	-	100.00%
4100	Planning							
501110	Salaries-Regular	293,290	293,290	20,262	28,943	9.87%	18,792	54.02%
501115	Salaries-Overtime	1,000	1,000	-	265	26.50%	-	**
501120	Salaries-Part Time	-	-	-	-	**	1,330	-100.00%
501125	Salaries-Appointed	9,000	9,000	692	1,125	12.50%	1,246	-9.71%
502100	Retirement	67,165	67,165	1,227	1,908	2.84%	1,940	-1.65%
502105	Workers Comp Insurance	-	-	-	-	**	1,029	-100.00%
502110	Health/Life Insurance	24,810	24,810	2,260	3,832	15.45%	2,890	32.60%
502115	Unemployment Insurance	1,080	1,080	76	137	12.69%	198	-30.81%
502120	Medicare/Fica	4,380	4,380	299	430	9.82%	367	17.17%
502130	Other Benefit Charges	270	270	-	-	0.00%	-	**
602110	Office Expense	-	-	(99)	(99)	**	74	-233.78%
602115	Postage	200	200	-	-	0.00%	-	**
607100	Membership/Dues	2,000	2,000	-	-	0.00%	508	**
607110	Travel/Conference/Meetings	1,800	1,560	-	-	0.00%	(24)	-100.00%
607115	Training	1,000	1,000	-	-	0.00%	-	**
608100	Contractual Services	4,000	4,000	-	-	0.00%	-	**
608105	Professional Services	-	300,000	-	-	0.00%	-	**
608135	Microfilming	10,000	10,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	615	615	-	-	0.00%	325	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	5,424	-100.00%
612125	Employee Benefits	-	-	-	-	**	16,763	-100.00%
4100	Planning Total	420,610	720,370	24,717	36,541	5.07%	50,862	-28.16%
4200	Building Regulation							
501110	Salaries-Regular	70,030	70,030	5,105	7,827	11.18%	7,191	8.84%
502100	Retirement	15,835	15,835	391	600	3.79%	545	10.09%
502105	Workers Comp Insurance	-	-	-	-	**	273	-100.00%
502110	Health/Life Insurance	4,765	4,765	855	1,376	28.88%	1,282	7.33%
502115	Unemployment Insurance	330	330	15	27	8.18%	-	**
502120	Medicare/Fica	1,015	1,015	72	111	10.94%	112	-0.89%
502130	Other Benefit Charges	45	45	-	-	0.00%	-	**
602110	Office Expense	1,000	1,000	-	-	0.00%	26	-100.00%
602115	Postage	500	500	-	-	0.00%	-	**
602120	Books/Periodicals	400	400	-	-	0.00%	-	**
607100	Membership/Dues	135	135	-	-	**	-	**
607110	Travel/Conference/Meetings	200	200	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	-	0.00%	-	**
608115	Inspection Services	457,795	457,795	(50)	(50)	-0.01%	(100)	-50.00%
608135	Microfilming	10,000	10,000	-	-	0.00%	-	**
4200	Building Regulation, Continued							

* = Actual data is reported through August 2020.

Community Development-Lilley
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *			
612105	Vehicle Replacement Charge	-	-	-	-	**	17	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,413	-100.00%
612125	Employee Benefits	-	-	-	-	**	4,367	-100.00%
4200	Building Regulation Total	563,050	563,050	6,388	9,891	1.76%	15,126	-34.61%
4400	Business Relations							
607115	Training	500	500	-	-	0.00%	-	**
608105	Professional Services	20,000	20,000	-	-	0.00%	-	**
608145	Information Technology	600	600	-	-	0.00%	-	**
4400	Business Relations	21,100	21,100	-	-	0.00%	-	**
101	GENERAL FUND TOTAL	\$ 1,154,620	\$ 1,454,620	\$ 38,704	\$ 56,722	3.90%	\$ 65,988	-14.04%
102	General Fund (Transactions & Use Tax)							
4400	Business Relations							
501110	Salaries-Regular	-	-	-	-	**	2,214	-100.00%
502100	Retirement	-	-	-	-	**	369	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	189	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	30	-100.00%
502120	Medicare/Fica	-	-	-	-	**	86	-100.00%
612105	Vehicle Replacement Charge	-	-	-	-	**	358	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,037	-100.00%
612125	Employee Benefits	-	-	-	-	**	3,204	-100.00%
4400	Business Relations					**	7,537	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ -	\$ -	\$ -	**	\$ 7,537	-100.00%
	TOTAL COMMUNITY DEVELOPMENT	\$ 1,154,620	\$ 1,454,620	\$ 38,704	\$ 56,722	3.90%	\$ 73,525	-22.85%

* = Actual data is reported through August 2020.

Community Service - Bobadilla
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *			
101	General Fund							
5100	Parks and Recreation							
501110	Salaries-Regular	\$ 367,335	\$ 367,335	\$ 27,013	\$ 43,139	11.74%	\$ 36,662	17.67%
501120	Salaries-Part Time	87,770	87,770	3,947	5,720	6.52%	3,532	61.95%
502100	Retirement	96,235	96,235	2,618	4,215	4.38%	3,150	33.81%
502105	Workers Comp Insurance	-	-	-	-	**	1,951	-100.00%
502110	Health/Life Insurance	23,020	23,020	3,588	5,701	24.77%	4,718	20.84%
502115	Unemployment Insurance	2,850	2,850	-	9	0.32%	110	-91.82%
502120	Medicare/Fica	6,600	6,600	442	697	10.56%	582	19.76%
502130	Other Benefit Charges	1,285	1,285	-	-	0.00%	-	**
602100	Special Dept Expense	4,430	4,430	767	888	20.05%	1,292	-31.27%
602110	Office Expense	1,600	1,600	-	-	0.00%	332	-100.00%
602113	Social Media	2,500	2,500	-	-	0.00%	-	**
602115	Postage	400	400	240	240	60.00%	-	**
602150	Recreation Brochure Mailing	8,000	8,000	-	-	0.00%	9,524	-100.00%
603110	Building Maintenance	10,485	10,485	-	-	0.00%	450	-100.00%
607100	Membership/Dues	1,160	1,160	-	-	0.00%	-	**
607115	Training	1,500	1,500	-	-	0.00%	100	-100.00%
608100	Contractual Services	8,000	8,000	-	-	**	-	**
609100	Special Events	10,905	10,905	-	-	0.00%	3,486	-100.00%
609200	Senior Citizen Program	1,200	1,200	-	-	0.00%	(51)	-100.00%
612105	Vehicle Replacement Charge	6,800	6,800	-	-	0.00%	3,929	-100.00%
612115	Liability Insurance Charge	53,705	53,705	-	-	0.00%	7,680	-100.00%
612125	Employee Benefits	-	-	-	-	**	23,729	-100.00%
5100	Parks and Recreation Total	695,780	695,780	38,615	60,609	8.71%	102,642	-40.95%
5200	Community Services Center (Beach)							
501120	Salaries-Part Time	-	-	-	97	**	1,254	-92.26%
502105	Workers Comp Insurance	-	-	-	-	**	269	-100.00%
502120	Medicare/Fica	-	-	-	1	**	19	-94.74%
602100	Special Dept Expense	4,820	4,820	-	-	0.00%	543	-100.00%
602110	Office Expense	1,000	1,000	-	-	0.00%	147	-100.00%
603110	Building Maintenance	6,695	6,695	274	547	8.17%	646	-15.33%
604105	Utilities	9,540	9,540	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	400	400	-	-	0.00%	211	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	262	-100.00%
612125	Employee Benefits	-	-	-	-	**	810	-100.00%
5200	Community Services Ctr (Beach)	22,455	22,455	274	645	2.87%	4,161	-84.50%
5300	Stanton Central Park							
501110	Salaries-Regular	64,085	64,085	4,251	7,086	11.06%	-	100.00%
501120	Salaries-Part Time	77,775	77,775	3,897	6,512	8.37%	24,069	-72.94%
502100	Retirement	14,575	14,575	329	548	3.76%	-	100.00%
502105	Workers Comp Insurance	-	-	-	-	**	3,553	-100.00%
502110	Health/Life Insurance	5,120	5,120	653	1,088	21.25%	-	100.00%
502115	Unemployment Insurance	1,800	1,800	11	75	4.17%	210	-64.29%
502120	Medicare/Fica	2,055	2,055	121	201	9.78%	380	-47.11%
502130	Other Benefit Charges	1,375	1,375	-	-	0.00%	-	**
602100	Special Dept Expense	2,000	2,000	-	-	0.00%	149	-100.00%
602110	Office Expense	500	500	26	26	5.20%	-	100.00%

* = Actual data is reported through August.

Community Service - Bobadilla
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *			
5300	Stanton Central Park, Continued							
604105	Utilities	630	630	-	-	0.00%	-	**
612115	Liability Insurance Charge	-	-	-	-	**	3,456	-100.00%
612125	Employee Benefits	-	-	-	-	**	10,678	-100.00%
5300	Stanton Central Park	169,915	169,915	9,288	15,536	9.14%	42,495	-63.44%
5400	Senior Nutrition Program							
501110	Salaries-Regular	-	-	741	1,244	**	-	100.00%
501120	Salaries-Part Time	30,825	30,825	2,405	3,533	11.46%	-	100.00%
502100	Retirement Charges	-	-	57	96	**	-	100.00%
502110	Health/Life Insurance	445	445	125	209	46.97%	-	100.00%
502115	Unemployment Insurance	525	525	-	-	0.00%	-	**
502120	Medicare/Fica	445	445	46	71	15.96%	-	100.00%
502130	Other Benefit Charges	530	530	-	-	0.00%	-	**
5400	Senior Nutrition Program	32,770	32,770	3,374	5,153	15.72%	-	100.00%
		\$ 920,920	\$ 920,920	\$ 51,551	\$ 81,943	8.90%	\$ 149,298	-45.11%
102	General Fund (Transactions & Use Tax)							
5100	Parks and Recreation							
501120	Salaries-Part Time	-	-	-	-	**	492	-100.00%
502120	Medicare/Fica	-	-	-	-	**	7	-100.00%
5100	Parks and Recreation	-	-	-	-	**	499	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ -	\$ -	\$ -	**	\$ 499	-100.00%
	TOTAL COMMUNITY SERVICES	\$ 920,920	\$ 920,920	\$ 51,551	\$ 81,943	8.90%	\$ 149,797	-45.30%

* = Actual data is reported through August.

Transfers to Other Funds-Bannigan
August 2020 General Fund Expenditures (16% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During August	Year to Date Actual *			
101	General Fund							
1600	Non-Departmental							
800250	Transfer to Fact Grant	\$ 24,750	\$ 24,750	\$ -	\$ -	0.00%	\$ 38,000	-100.00%
800251	Transfer to Senior Transportation Fund	9,430	9,430	-	-	0.00%	-	**
	TOTAL TRANSFERS OUT	\$ 34,180	\$ 34,180	\$ -	\$ -	0.00%	\$ 38,000	-100.00%

* = Actual data is reported through August 2020.

General Fund - Fund Balance Status

	Measure GG Transaction & Use Tax Fund		
	General Fund (101)	(102)	Total
<u>Reserves as of June 30, 2020:</u>			
Economic Uncertainty	\$ 4,600,000		\$ 4,600,000
Emergency Equipment Maintenance	250,000		250,000
Emergency Disaster Continuity	2,500,000		2,500,000
Capital Improvement	5,911,735		5,911,735
Subtotal	13,261,735	-	13,261,735
Available Fund Balance (unreserved)	2,610,724	4,678,926	7,289,650
Total Fund Balance (Reserves & Available Fund Balance) as of June 30, 2020 ⁽¹⁾	15,872,459	4,678,926	20,551,385
Estimated increase (decrease) of fund balance during Fiscal Year 2020-21 - per change	2,494,430	(3,727,065)	(1,232,635)
Total Projected Fund Balance (Reserves & Available Fund Balance) as of June 30, 2021	\$ 18,366,889	\$ 951,861	\$ 19,318,750

(1) - June 30, 2020 balances are preliminary pending the completion of the City's annual financial statement audit.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: October 13, 2020

SUBJECT: AUGUST 2020 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of August 31, 2020, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

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 August 2020.

BACKGROUND:

The attached reports summarize the City investments and deposit balances as of August 2020. The City's cash and investment balances by fund type are presented in Attachment A. A summary of the City's investments and deposits is included as Attachment B. The details of the City's investments are shown 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 August 2020 was 0.78%. All City investments have safekeeping with Bank of the West. The City's investments are shown on Attachment C and have a weighted investment yield of 2.30%. Including LAIF, the City's Section 115 trust account with Public Agency Retirement Services (PARS), and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 1.46%, which is above the benchmark LAIF return of 0.78%.

The weighted average maturity of the City's investments on August 31, 2020, is 752 days (or 2.1 years). Including LAIF and a money market account, it is 245 days. LAIF's average maturity on August 31, 2020, was approximately 157 days.

With a weighted average maturity of 2.1 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 Fiscal Year 2020-21 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 \$46.6 million portfolio, with \$15.5 million in investments held in a safekeeping account 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:



Michelle Bannigan, CPA
Finance Director

Approved by:



Jarad L. Hildenbrand
City Manager

Attachments:

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

CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED AUGUST 31, 2020

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 15,287,354.61	\$ 2,497,792.44	\$ (2,386,390.16)	\$ 15,398,756.89
102-111101	General Fund (Transactions & Use Tax)	4,305,287.37	375,127.10	(1,034,838.15)	3,645,576.32
211-111101	Gas Tax Fund	(5,910.30)	79,531.03	(2,957.08)	70,663.65
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	376,231.52	54,943.40	-	431,174.92
220-111101	Measure M Fund	538,249.92	-	-	538,249.92
222-111101	Community Development Block Grant (CDBG) Fund	260,642.72	-	-	260,642.72
223-111101	Protective Services Fund	41,048.23	-	-	41,048.23
224-111101	Lighting Maintenance 1919 Act Fund	317,423.58	81.40	(82,295.74)	235,209.24
225-111101	Lighting/Median Maintenance 1972 Act Fund	1,013,432.96	-	(29,705.85)	983,727.11
226-111101	Air Quality Improvement Fund	217,646.23	-	-	217,646.23
240-111101	Supplemental Law Enforcement Grant Fund (Fiscal Year 2016/17)	4,512.65	-	-	4,512.65
242-111101	Supplemental Law Enforcement Grant Fund (current)	387,826.09	-	-	387,826.09
250-111101	Families and Communities Together (FaCT) Grant Fund	1,157.19	-	(30,021.39)	(28,864.20)
251-111101	Senior Transportation Fund	39,570.10	-	(1,211.34)	38,358.76
255-111101	CalGRIP Grant Fund (Fiscal Year 2014/15)	36,725.46	-	-	36,725.46
256-111101	CARES Fund	85,717.59	80,415.00	(57,396.84)	108,735.75
261-111101	Street Impact Fees Fund	184,221.09	12,338.00	-	196,559.09
262-111101	Traffic Signal Impact Fees Fund	41,198.79	2,759.00	-	43,957.79
263-111101	Community Center Impact Fees Fund	129,947.57	9,145.00	-	139,092.57
264-111101	Police Services Impact Fees Fund	117,613.57	8,277.00	-	125,890.57
271-111101	Public Safety Task Force Fund	87,887.09	-	(45,745.00)	42,142.09
280-111101	Stanton Central Park Maintenance Fund	(33,617.71)	-	(10,109.00)	(43,726.71)
285-111101	Stanton Housing Authority Fund	2,498,275.14	53,729.01	(29,031.76)	2,522,972.39
305-111101	Capital Projects Fund	320,739.05	-	-	320,739.05
310-111101	Park and Recreation Facilities Fund	2,546,232.24	301,692.00	-	2,847,924.24
501-111101	Sewer Maintenance Fund	4,735,217.75	124,118.17	(190,565.77)	4,668,770.15
602-111101	Workers' Compensation Fund	630,026.68	-	-	630,026.68
603-111101	Liability Risk Management Fund	22,903.57	12,400.00	(102,400.00)	(67,096.43)
604-111101	Employee Benefits Fund	(308,442.77)	-	(58,506.37)	(366,949.14)
605-111101	Fleet Maintenance Fund	468,277.15	-	(1,773.04)	466,504.11
801-111101	City Trust Fund	262,451.39	17,274.55	(8,240.13)	271,485.81
901-111101	North Orange County Public Safety Task Force (NOCPSTF) Trust Fund	348,971.55	36,750.11	(282,513.56)	103,208.10
Total Cash-Pooled ⁽¹⁾		\$ 34,958,818.07	\$ 3,666,373.21	\$ (4,353,701.18)	\$ 34,271,490.10

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED AUGUST 31, 2020**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
801/101-111107	Website Account	\$ 14,355.70	\$ -	\$ (136.45)	\$ 14,219.25
101-111109	Flexible Spending/AFLAC	8,392.55	-	(675.33)	7,717.22
101-111505	Petty Cash	1,100.00	-	-	1,100.00
285-111111	Housing Authority Local Agency Investment Fund (LAIF)	13,169,026.43	-	(27,494.63)	13,141,531.80
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	3,984,560.39	116,687.95	(1,907.60)	4,099,340.74
	Total Cash-Non-Pooled	\$ 17,177,435.07	\$ 116,687.95	\$ (30,214.01)	\$ 17,263,909.01
	TOTAL CASH AND INVESTMENTS	\$ 52,136,253.14	\$ 3,783,061.16	\$ (4,383,915.19)	\$ 51,535,399.11

Note:

⁽¹⁾ - Pooled cash includes: petty cash on hand, the City's various Bank of the West bank and safekeeping accounts, the City's Local Agency Investment Fund (LAIF) account, and the California Asset Management Program (CAMP) account.

⁽²⁾ - This is the City's irrevocable post-employment benefits trust account that can only be used to fund the City's pension and post-employment benefits programs. On April 28, 2020, the City Council approved the transfer of this account from the General Fund (#101) to the Employee Benefits Fund (#604).

**CITY OF STANTON
INVESTMENTS AND DEPOSITS
August 31, 2020**

Investment Type	Issuer	Date of Maturity	Interest Rate	Cost ¹	Market Value	% of Total	Market Value Source
LAIF City	State of California/ BOW	On Demand	0.78%	\$ 12,534,314	\$ 12,569,384	26.99%	LAIF
State Pool (LAIF) - HA Portion	State of California	On Demand	0.78%	13,104,865	13,141,532	28.22%	LAIF
Investments	Various	Various	Various	14,944,965	15,510,097	33.31%	Bank of the West
California Asset Management Plan	PFM Asset Management	On Demand	0.30%	1,245,187	1,245,187	2.67%	PFM
Money Market Account ²	Public Agency Retirement Services	On Demand	3.26%	4,099,341	4,099,341	8.80%	PARS
Subtotal - Investments				45,928,672	46,565,541	100.00%	
	Bank of the West	On Demand	N/A	23,036	23,036		
BOW General Acct - City	Bank of the West	On Demand	N/A	4,946,822	4,946,822		
Subtotal - Deposits				4,969,858	4,969,858		

Total Cash Investments and Deposits ³

245	1.46%
Weighted Average Maturity (days)	Weighted Average Yield

\$ 50,898,530	\$ 51,535,399
----------------------	----------------------

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

² These funds are in an irrevocable trust and can only be used to fund pension and other post employment benefits.

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
AUGUST 31, 2020**

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value	Percent of Portfolio	Maximum Percent
Municipal Bonds													
Cantella & Co., Inc	Banning CA RDA SA TAB	066616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	250,000		
Multi-Bank Securities, Inc.	Banning CA RDA SA TAB	066616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	250,000		
Multi-Bank Securities, Inc.	Pomona CA PFA Lease Bond	73208MCX4	2.25%	2.42%	100.60	6/23/2017	4/1/2021	NC	500,000	503,000	503,725		
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.32%	2.51%	100.75	7/24/2017	8/1/2021	NC	350,000	352,625	355,506		
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.22%	2.51%	101.09	8/18/2017	8/1/2021	NC	255,000	257,777	259,011		
Multi-Bank Securities, Inc.	Guadalupe Community Redevelopment	400559AD2	2.55%	2.25%	99.00	1/8/2018	8/1/2021	NC	225,000	222,750	226,728		
Cantella & Co., Inc	Oceanside CA Pension Obligation Bond Taxable	675371AX6	2.03%	3.25%	104.65	8/15/2017	8/15/2021	NC	280,000	293,013	287,330		
Cantella & Co., Inc	LA County CA RDA TAB Taxable West Covina Series B	54465AHP0	2.08%	2.50%	101.67	6/26/2017	9/1/2021	NC	400,000	406,684	407,492		
Cantella & Co., Inc	Yorba Linda RDA SA TAB Taxable Series B	986176AQ8	2.00%	2.00%	100.00	8/15/2017	9/1/2021	NC	360,000	360,000	364,954		
First Empire Securities	Riverside CA Pension Obligation Bond	765036BB9	2.25%	2.50%	101.16	6/20/2017	6/1/2022	NC	500,000	505,800	514,735		
First Empire Securities	Riverside CA Pension Obligation Bond	769036BB9	2.40%	2.50%	100.45	7/24/2017	6/1/2022	NC	240,000	241,080	247,073		
Cantella & Co., Inc	Arvin Community Redevelopment	043288AK5	2.35%	2.50%	100.51	8/8/2019	3/1/2023	NC	275,000	276,400	282,953		
Stifel, Nicolaus & Company, Inc.	Stockton CA Redevelopment Agency SA	861403AU7	2.60%	2.50%	99.59	5/1/2019	9/1/2023	NC	250,000	248,975	258,543		
Cantella & Co., Inc	Riverside CA Pension Obligation Bond	769036BD5	2.03%	2.75%	103.25	8/28/2019	6/1/2024	NC	250,000	258,120	264,025		
Cantella & Co., Inc	Fort Bragg Calif Uni Sch Dist	347028JZ6	2.38%	2.38%	100.56	9/18/2019	8/1/2024	NC	205,000	206,150	212,618		
Total Municipal Bonds									\$ 4,590,000	\$ 4,630,674	\$ 4,684,692	10.08%	100%
Negotiable Certificates of Deposit:													
First Empire Securities	First Bank Richmond	319267GC8	1.80%	1.80%	100.00	6/23/2017	11/23/2020	NC	247,000	247,000	248,000		
Multi-Bank Securities, Inc.	Numerica Credit Union	67054NAF0	2.00%	2.00%	100.00	5/30/2017	11/30/2020	NC	249,000	249,000	250,203		
First Empire Securities	BMW Bank	05580AGQ1	1.95%	1.95%	100.00	3/10/2017	3/10/2021	NC	248,000	248,000	250,455		
First Empire Securities	Medallion Bank	58403BBF8	2.00%	2.00%	100.00	4/6/2017	4/6/2021	NC	249,000	249,000	251,876		
Cantella & Co., Inc	Community Capital Bank	20033AUJ0	2.00%	2.00%	100.00	6/30/2017	6/30/2021	NC	249,000	249,000	252,969		
Cantella & Co., Inc	Barclays Bank	06740KKC0	2.00%	2.00%	100.00	7/12/2017	7/12/2021	NC	247,000	247,000	251,110		
First Empire Securities	Abacus Federal Savings Bank	00257TAY2	1.95%	1.95%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	253,118		
Cantella & Co., Inc	MB Financial Bank	55266CVMW3	1.90%	1.90%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	253,009		
First Empire Securities	Third Federal Savings and Loan	88413QBN7	2.00%	2.00%	100.00	7/28/2017	7/28/2021	NC	248,000	248,000	252,325		
Multi-Bank Securities, Inc.	State Bank of India	8562846V1	2.35%	2.35%	100.00	3/14/2017	3/14/2022	NC	248,000	248,000	256,454		
Multi-Bank Securities, Inc.	Capital One Bank USA	140420Z52	2.35%	2.35%	100.00	3/15/2017	3/15/2022	NC	248,000	248,000	256,469		
Stifel, Nicolaus & Company, Inc.	Industrial and Commercial Bank of China	45581EAC5	2.10%	2.15%	100.12	8/15/2019	4/1/2022	NC	247,000	247,296	255,035		
Cantella & Co., Inc	Synchrony Bank	87165EL96	2.40%	2.40%	100.00	5/19/2017	5/19/2022	NC	247,000	247,000	256,598		
First Empire Securities	American Eagle Bank	02554BCN9	2.10%	2.10%	100.00	6/9/2017	5/23/2022	NC	150,000	150,000	155,079		
Cantella & Co., Inc	Goldman Sachs Bank USA	38148PKX4	2.35%	2.35%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	256,850		
Cantella & Co., Inc	Capital One NA	14042RGN5	2.30%	2.30%	100.00	7/19/2017	7/19/2022	NC	247,000	247,000	257,038		
Stifel, Nicolaus & Company, Inc.	TIAA FSB	87270LCM3	2.10%	2.10%	100.00	7/29/2019	7/29/2022	NC	247,000	247,000	256,233		
Multi-Bank Securities, Inc.	Salije Mae Bank	795450B61	2.30%	2.30%	100.00	7/27/2017	8/2/2022	NC	248,000	248,000	258,277		
Cantella & Co., Inc	American Express Centurion Bank	02587DV47	2.35%	2.35%	100.00	8/3/2017	8/8/2022	NC	247,000	247,000	256,870		
First Empire Securities	American Express Bank, FSB	02587CFU9	2.40%	2.40%	100.00	8/22/2017	8/29/2022	NC	247,000	247,000	257,354		
Stifel, Nicolaus & Company, Inc.	Allegiance Bank Texas	01748DBB1	2.65%	2.65%	100.00	4/11/2019	2/14/2023	NC	249,000	249,000	264,067		
Multi-Bank Securities, Inc.	Greenstate Credit Union	39573LAF5	1.95%	1.95%	100.00	8/28/2019	8/28/2023	NC	249,000	249,000	259,954		
Stifel, Nicolaus & Company, Inc.	Mountain America FCU	62384RAF3	2.84%	3.00%	100.60	4/9/2019	3/27/2023	NC	249,000	250,494	266,995		
Stifel, Nicolaus & Company, Inc.	EagleBank	27002YEL6	2.65%	2.65%	100.00	4/30/2019	4/28/2023	NC	249,000	249,000	265,245		
Stifel, Nicolaus & Company, Inc.	University of Iowa Community Credit Union	91435LAG2	2.92%	3.05%	100.50	4/25/2019	5/15/2023	NC	248,000	249,240	267,128		
Stifel, Nicolaus & Company, Inc.	Merrick Bank	59013J7P8	2.60%	2.60%	100.00	4/23/2019	8/23/2023	NC	249,000	249,000	266,677		
Stifel, Nicolaus & Company, Inc.	Horizon Bank	44042TBQ6	2.10%	1.70%	98.43	7/29/2019	8/29/2023	NC	249,000	245,091	263,751		
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	263,030		
Stifel, Nicolaus & Company, Inc.	Morgan Stanley, NA	61690UDW7	3.10%	3.10%	100.00	2/7/2019	2/7/2024	NC	246,000	246,000	270,015		
Stifel, Nicolaus & Company, Inc.	Morgan Stanley Private Bank	61760AVJ5	3.10%	3.10%	100.00	2/7/2019	2/7/2024	NC	246,000	246,000	270,015		
Stifel, Nicolaus & Company, Inc.	Bank Hapoalim B. M.	06251AW48	2.90%	2.90%	100.00	4/24/2019	3/25/2024	NC	250,000	250,000	273,403		
Stifel, Nicolaus & Company, Inc.	Healthcare Systems FCU	42228LAD3	2.65%	2.65%	100.00	4/25/2019	4/25/2024	NC	246,000	246,000	267,254		
Stifel, Nicolaus & Company, Inc.	Main Street Bank	56065GAG3	2.60%	2.60%	100.00	4/26/2019	4/26/2024	NC	249,000	249,000	270,088		
Stifel, Nicolaus & Company, Inc.	Cornerstone Community Bank	219240BY3	2.60%	2.60%	100.00	5/17/2019	5/14/2024	NC	249,000	249,000	270,374		
Stifel, Nicolaus & Company, Inc.	Bank of New England	06426KBY7	2.65%	2.65%	100.00	5/23/2019	5/23/2024	NC	249,000	249,000	270,917		
Cantella & Co., Inc	McGregor TX	32112UDA6	2.20%	2.30%	100.47	7/12/2019	6/28/2024	NC	249,000	250,170	270,653		
Multi-Bank Securities, Inc.	EnerBank USA	29278TKA7	2.35%	2.35%	100.00	7/22/2019	7/22/2024	NC	247,000	247,000	249,164		
Stifel, Nicolaus & Company, Inc.	Evansville Teachers FCU	299547AV1	2.25%	2.25%	100.00	7/22/2019	7/22/2024	NC	249,000	249,000	267,867		
Stifel, Nicolaus & Company, Inc.	First National Bank of America	32110YMY8	2.20%	2.20%	100.00	7/22/2019	7/22/2024	2/22/2022	249,000	249,000	249,326		
Stifel, Nicolaus & Company, Inc.	First Tier Bank	33766LAJ7	1.95%	1.95%	100.00	8/23/2019	8/23/2024	NC	249,000	249,000	265,245		
Multi-Bank Securities, Inc.	Raymond James Bank NA	75472RAE1	2.00%	2.00%	100.00	8/23/2019	8/23/2024	NC	247,000	247,000	263,628		
Multi-Bank Securities, Inc.	Washington Federal Bank	938828BN9	1.95%	1.95%	100.00	8/28/2019	8/25/2024	NC	249,000	249,000	265,287		
Total Negotiable Certificates of Deposit									\$ 10,314,000	\$ 10,314,291	\$ 10,825,406	22.46%	30%

**CITY OF STANTON
INVESTMENTS
AUGUST 31, 2020**

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value	Percent of Portfolio	Maximum Percent
			2.30% Weighted Average Yield						752 days WAM	\$ 14,904,000	\$ 14,944,965	\$15,510,097	
Investments Held With Bank of the West										\$ 14,904,000	\$ 14,944,965	\$15,510,097	
State Treasurer's Pool	Local Agency Investment Fund (LAIF) - City Portion		0.78%				9/1/2020		\$ 12,534,314	\$ 12,534,314	\$12,568,384	27.29%	100%
State Treasurer's Pool	Local Agency Investment Fund (LAIF) - HA Portion		0.78%				9/1/2020		13,104,865	13,104,865	13,141,532	28.53%	100%
PFM	California Asset Management Program (CAMP)		0.30%				9/1/2020		1,245,187	1,245,187	1,245,187	2.71%	100%
Money Market Acct	Public Agency Retirement Services (PARS)-Section 115 Trust		2.83%				3/1/2020		4,099,341	4,099,341	4,099,341	8.93%	20%
Total Money Market, LAIF and Investments			1.46% incl LAIF, CAMP, Weighted investments, and Average money market Yield						245 days WAM	\$ 45,887,707	\$ 45,928,672	\$46,565,541	100.00%

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: The Honorable Mayor and City Council

DATE: October 13, 2020

SUBJECT: AWARD OF CONTRACT TO DEMOLISH THE BUILDING AT 8931 PACIFIC AVENUE BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AND APPROPRIATION OF FUNDS

REPORT IN BRIEF:

The building located at 8931 Pacific Avenue is in in severe disrepair and is no longer viable. Bids to demolish this building were opened on May 14, 2020. Based on post bid analysis of the two (2) bids received, staff recommends that the bid submitted by AMPCO Contracting, Inc. to be the lowest responsible bid. The cost for completing these services is a maximum of \$95,848. Staff is seeking an appropriation from the Housing Authority Fund (#285) of \$300,000 to fund the cost of this demolition and other demolitions planned during Fiscal Year 2020/21.

RECOMMENDED ACTION:

1. City Council declare the work proposed under this scope increase to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301I (3); and
2. Award a construction contract for the FY 19/20 City Buildings Abatement and Demolition Project to the lowest responsible bidder APMCO Contracting, Inc. for the amount \$95,848; and
3. Authorize the City Manager to bind the City of Stanton with APMCO Contracting, Inc. in a contract for the completion of the FY 19/20 City Buildings Abatement and Demolition Project; and
3. Authorize the City Manager to approve contract changes, not to exceed 10%; and
4. Appropriate \$300,000 from the Housing Authority Fund (#285) to fund demolition costs.

BACKGROUND:

The property located at 8931 Pacific Avenue is owned by the City of Stanton Redevelopment Agency. The existing structure is no longer economically viable and requires demolition. A survey was conducted for asbestos and lead-based paint and was included with the bid documents. The abatement and demolition cost for this property is \$95,848.00. Staff has reviewed the amount and character of the work and has determined the price provided by AMPCO Contracting to be appropriate.

ANALYSIS/JUSTIFICATION:

The project was advertised for bids on April 29th, 2020. Notices announcing the solicitation of bids for this project were posted in the Public Works section of the city website and the F.W. Dodge publication known as the "Green Sheets". The bids were publicly opened on May 14th, 2020, at 11:00 a.m. Two (2) bids were received and are listed below:

Company	Total
AMPCO Contracting, Inc.	\$ 95,848.00
Interior Demolition, Inc.	\$ 98,168.00

Staff has reviewed the submitted bid documents and found the lowest bidder to be in compliance with the contract documents. APMCO Contracting, Inc. has demolished several other buildings in the immediate neighborhood for the City in the past.

The delay between the date of the bids and the date of award was to allow the new property manager to assess the building and to confirm the need for demolition.

FISCAL IMPACT:

The Housing Authority Fund's Fiscal Year 2020/21 Budget includes \$20,000 for demolition costs. Staff is recommending an appropriation of \$300,000 from the Housing Authority's available funds to provide funding for this contract as well as future property demolition that is expected to occur during Fiscal Year 2020/21.

ENVIRONMENTAL IMPACT:

The project has been determined to be categorically exempt under the California Environmental Quality Act, Class 1, Section 153011 (3);

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:
s/ Allan Rigg

Concur:
s/ Michelle Bannigan

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

Michelle Bannigan, CPA
Finance Director

Approved by:
s/ Jarad L. Hildenbrand

Jarad Hildenbrand
City Manager

Attachments:

- 1) City Building Abatement and Demolition Project Contract

CITY OF STANTON CONTRACT

City Building Abatement and Demolition

I.

This Contract is made and entered into on the 13th Day of October, 2020 by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and AMPCO Contracting, Inc. ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

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

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

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

II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$95,848.00.

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 statutes 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 ninety five thousand and eight hundred forty eight dollars (\$ 95,848.00) 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 Sixty (60) 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 AMPCO Contracting, Inc. (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

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

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated October 13, 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.**

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

(CORPORATE SEAL)

Bond No. _____ Bond Premium _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the City of Stanton (referred to hereinafter as "Obligee") has AMPCO Contracting, Inc. (hereinafter designated as the "Contractor"), a contract dated October 13, 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 demolition, grading and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

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

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

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

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

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

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

PRINCIPAL:

By: _____

SURETY: _____

By: _____

Attorney-in-Fact

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

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

Notary Public in and for said State
(SEAL)

Commission expires: _____

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature
(CORPORATE SEAL)

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

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

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

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

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

Date _____

Signature _____

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

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

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

Business & Professions Code § 7028.15:

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

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

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

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

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

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

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

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

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

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

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

Public Contract Code § 20103.5:

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

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

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

Date _____ Signature _____

INSURANCE REQUIREMENTS

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

WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

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

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

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

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

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

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE

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

By: _____
Its Authorized Representative

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

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

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

OFFICIAL TITLE OF PROJECT: _____

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

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall 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

BID SHEET

City Building Abatement and Demolition

BIDDERS NAME: AMPCO Contracting, Inc.

PRINT or Type

#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
1	Abatement and Demolition of property located at 8931 Pacific Avenue	1	LS	95,848.00	\$ 95,848.00

Total Base Bid in NUMBERS:

\$ 95,848.00

Total Base Bid in WORDS:

Ninety five thousand eight hundred forty eight Dollars
and zero Cents

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

The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents. The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No.- 851752, Class A or Class C-21 (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder

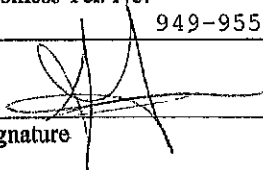
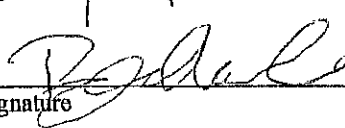
AMPCO Contracting, Inc.

Business Address

1420 South Allec Street, Anaheim, CA 92805

Business Tel. No.

949-955-2255

 Signature	05/14/2020 Date	President Title
 Signature	05/14/2020 Date	Secretary Title
Signature	Date	Title

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

INFORMATION REQUIRED OF BIDDER

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

Name of individual Contractor, Company or Corporation:

Business Address: 1420 S. Allec St., Anaheim CA 92805

Telephone and Fax Number: 949-955-2255 , 949-955-2268

California State Contractor's License No. and Class: 851752, A, B, C21, ASB, HAZ

(REQUIRED AT TIME OF AWARD)

Original Date Issued: 12/23/04 Expiration Date: 12/31/2020

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

Corey Howard- Senior Estimator

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

Name	Title	Address	Telephone
Andrew Pennor-	President	1420 S. Allec St, Anaheim CA 92805	949-955-2255

Reginald Kama-	Secreatary	1420 S. Allec St, Anaheim CA 92805	949-955-2255
----------------	------------	------------------------------------	--------------

Corporation organized under the laws of the State of CA

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

N/A

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

N/A

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

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

N/A

Briefly summarize the parties' claims and defenses;

N/A

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

N/A

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

No

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

No

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

No

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

Circle One

1. By you against the owner?
Yes ☒ No
2. By the owner against you?
Yes ☒ No
3. By any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc..)
4. Yes ☒ No
4. By Subcontractors (Stop Notices, etc.)

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

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

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

Subscribed and sworn to before me By
This 14th day of May, 2020.

(Signature of Notary Republic)

(SEAL)

*See attached
acknowledgment*

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

(Signature) Andrew Pennor
President

(Title)

(Date)

May 14, 2020

Reginald Kama
(Signature of Secretary of Corporation)
Reginald Kama - Secretary

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 Orange

On May 14, 2020 before me, Kellie Leann Waldron, Notary Public
(insert name and title of the officer)

personally appeared Andrew Pennor
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 Kellie Leann Waldron (Seal)



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 Orange)

On May 14, 2020 before me, Kellie Leann Waldron, Notary Public
(Insert name and title of the officer)

personally appeared Reginald Kama,
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 Kellie Leann Waldron (Seal)



REFERENCES

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

Bidders Name AMPCO Contracting, Inc.

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

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

1

Project Name/Number County Building 14 Abatement

Project Description Abatement

Approximate Construction Dates From to 10/01/19-01/13/20

Agency Name County of Orange Public Works

Contact Person Swinerton Builders Telephone () 949-622-7000

Original Contract Amount \$ 2,744,761 Final Contract Amount \$ 2,823,281.75

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

Change orders (deducts and adds)

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

No

2

Project Name/Number Olive View Restorative Care

Project Description Abatement, Demolition, Earthwork

Approximate Construction Dates From 03/31/20 to 12/21/20

Agency Name Los Angeles Department of Public Works

Contact Person Ian Newborn Telephone (747) 210-5708

Original Contract Amount \$ 1,22,899 Final Contract Amount \$ NA

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

Final amount not available; job in progress

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

No

3

Project Name/Number Santa Monica HS Science & Tech Building

Project Description Demolition, Mass grading, utility relocation

Approximate Construction Dates From 06/11/18 to 10/03/18

Agency Name Santa Monica-Malibu School District

Contact Person Alan Braatvedt Telephone (310) 525-0684

Original Contract Amount \$ 3,954,000.00 Final Contract Amount \$ 3,954,000.00

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

N/A

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

No

4

Project Name/Number Buena Park Navigation Center

Project Description Demolition of fire training tower

Approximate Construction Dates From 07/15/2019 to 09/24/2019

Agency Name City of Buena Park

Contact Person J.R. Abbott Construction Telephone () 626 462-9557

Original Contract Amount \$ 329,768.00 Final Contract Amount \$ 363,027.59

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

Change orders (deducts and adds)

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

No

5

Project Name/Number Central Campus Infrastructure

Project Description Concrete removal

Approximate Construction Dates

From 04/2020 to 01/2021

Agency Name Mt. San Antonio College

Daniels Electric

Contact Person Barbara Hodson

Telephone () 702-558-1732

Original Contract Amount \$ 150,553.00 Final Contract Amount \$ NA

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

Final amount not available- job in progress

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

No

6

Project Name/Number County Building 14 Demolition

Project Description Full site clear of county buildings 11, 12 and 14

Approximate Construction Dates

From 11/01/19 to 03/25/20

Agency Name County of Orange Public Works

Contact Person Shane Silsby

Telephone () 714-667-3209

Original Contract Amount \$ 3,705,622.00 Final Contract Amount \$ 3,886,542.00

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

Change order (add for additional work)

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

No

Attach additional sheets if necessary.

Additional pages attached.

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

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

AMPCO

NAME
Esteban Perez

ROLE
Senior Project Foreman

SUMMARY OF EXPERIENCE

To utilize my vast experience, skills, and abilities to meet your project goals while maintaining the up most focus on safety and production.

Project EXPERIENCE

- BOEING HUNTINGTON BEACH
SARES-REGIS
- CUMULUS PODIUM
CARMEL BROTHERS
- SPRUCE GROOSE GOOGLE
MATT CONSTRUCTION

PROFESSIONAL EXPERIENCE

- AMPCO CONTRACTING, INC.
DEMOLITION FOREMAN
JUNE 2015 – CURRENT
- NCM DEMOLITION AND REMEDIATION
DEMO. OP. & FOREMAN
AUG. 2008 - JUNE 2015
- TECHNOLOGY
B2W TRACK SUBJECT MATTER EXPERT
JAN. 2006 - AUG. 2008

EDUCATION, LICENSES, REGISTRATIONS & TRAINING

- OSHA 30-hour License 36-601531338
- Hazardous Materials General Site Worker Certificate #HMGSW1804282N17917
- South Coast Air Basin Fugitive Dust Control Certification License SC1811-007199-7252
- First Aid, CPR & AED Certificate #1898709
- Confined Space Safety Certification
- Lock-out / Tag-out
- Fall Protection
- Trenching / Excavation
- Demolition Safety
- Silica Dust
- Job Hazard Analysis

Project Name: Bridging the Aqua

Project Description: Abatement and removal of existing structures

Approximate Construction Dates: 05/01/2019- 06/01/2019

Agency Name: Agua Housing LP

Contact Person: Walton Construction

Telephone Number: 909-267-7777

Original Contract Amount: 160,421.47

Final Contract Amount: 160,421.47

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

N/A

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

No

Project Name: Orange Education Center Demolition

Project Description: Abatement and Demolition

Approximate Construction Dates: 08/26/2019-11/29/2019

Agency Name: Rancho Santiago Community College District

Contact Person: Stephanie Yamamoto

Telephone Number: 714-480-7300

Original Contract Amount: 697,300.00

Final Contract Amount: 697, 300.00

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

N/A

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

No

DESIGNATION OF SURETIES

Bidders name AMPCO Contracting, Inc.

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

Commercial Surety Bond Agency - Daniel Huckabay

1411 N. Batavia St., Suite 201, Orange CA 92867 (714) 516-1232

Argonaut Insurance Company - Stephanie Shear

20335 Ventura Blvd., Woodland Hills CA 91364 (210) 321-8400

ACKNOWLEDGEMENT OF ADDENDA

Bidders name AMPCO Contracting, Inc.

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

[illegible]

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bidders Name AMPCO Contracting, Inc.

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

		Current Year of Record	2019	2018	2017	2016	2015	Total	Year
	No. of contracts	16	35	44	77	31	34	241	6 years
	Total dollar Amount of Contracts (in Thousands of \$)	6,195	27,569	51,858	36,309	69,153	51,965	243,052	N/A
	No. of fatalities	0	0	0	0	0	0	0	N/A
	No. of lost Workday Cases	0	1	1	0	0	0	2	N/A
	No. of lost workday cases involving permanent transfer to another job or termination of employment	2	1	3	3	0	0	9	N/A

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

Legal Business Name of Bidder AMPCO Contracting, Inc.

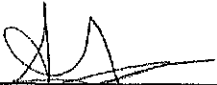
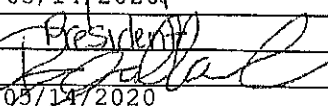
Business Address: 1420 S. Allec St., Anaheim CA 92805

Business Tel. No.: 949-955-2255

State Contractor's License No. and Classification: 851752 A, B, C21, ASB, HAZ

Title President

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

Signature of bidder		Andrew Pennor
Date	05/14/2020	
Title	President	
Signature of bidder		Reginald Kama
Date	05/14/2020	
Title	Secretary	
Signature of bidder		
Date		
Title		
Signature of bidder		
Date		
Title		

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

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 Orange

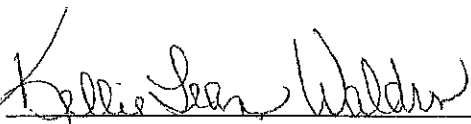
On May 14, 2020 before me, Kellie Leann Waldron, Notary Public
(Insert name and title of the officer)

personally appeared Andrew Pennor
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)



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 Orange)

On May 14, 2020 before me, Kellie Leann Waldron, Notary Public
(insert name and title of the officer)

personally appeared Reginald Kama,
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 Kellie Leann Waldron (Seal)



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

State of California)SS.

County of Anaheim)

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

City Building Abatement and Demolition

Project Name:

AMPCO Contracting, Inc.

Legal Business Name of Bidder

1420 South Allec St., Anaheim CA 92805

Business Address

949-955-2255

Business Tel. No.

Andrew Pennor

Signature of bidder
President

Title

May 14, 2020

Date:

Signature of bidder

Secretary

Reginald Kama

Title

May 14, 2020

Date:

Subscribed and Sworn to before me on

(Notary Seal)

Signature

Notary Public

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 Orange)

On May 14, 2020 before me, Kellie Leann Waldron, Notary Public
(insert name and title of the officer)

personally appeared Andrew Pennor,
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 Kellie Leann Waldron (Seal)



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 Orange)

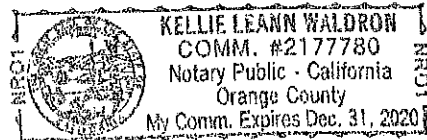
On May 14, 2020 before me, Kellie Leann Waldron, Notary Public
(insert name and title of the officer)

personally appeared Reginald Kama
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 Kellie Leann Waldron (Seal)



LIST OF SUBCONTRACTORS TO ACCOMPANY PROPOSAL

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

Subcontractor's Name, Address, Telephone #	Bid Item Number	Percent Of Total Bid	Description of Work	Percent of Total Bid
BMP Solutions 4050 Alvis Court Rocklin CA 95677 916-259-1806	1	5%	SWPPPS	5%
So Cal Sanitation 163 Sixth Avenue City of Industry CA 91746 626-333-2949	1	7%	Fencing	7%
KML Services, Inc. PO Box 25607 Anaheim CA 92825 949-955-2017	1	40%	Abatement	40%

Bond No. CMGB0007409

Bond Premium \$0.00

BID BOND TO ACCOMPANY PROPOSAL

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Stanton, has issued an invitation for bids for the work described as follows:
City Building Abatement and Demolition

WHEREAS AMPCO Contracting, Inc.
1630 S. Sunkist Street, Suite N
Anaheim, CA 92806

(Name and address of Bidder)

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

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

NOW, THEREFORE, we, the undersigned Principal, and _____

Argonaut Insurance Company

c/o CMGIA - 20335 Ventura Blvd., Ste. 426

Woodland Hills, CA 91364

(Name and address of Surety)

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

Ten Percent of their Greatest Amount Bid

Dollars (\$ 10% of their G.A.B.), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

Dated: May 12, 2020

"Principal"

AMPCO Contracting, Inc.

By: 

Its

Andrew Rema, President

By: _____

Its

"Surety"

Argonaut Insurance Company

c/o CMGIA

20335 Ventura Blvd., Ste. 426, Woodland Hills, CA 91364

By: 

By: _____

Its Stephanie Hope Shear, Attorney-in-Fact

Its

(Seal)

(Seal)

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

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$15,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by:

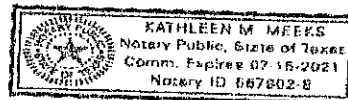
Joshua C. Betz

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 12th day of May, 2020.



James Bluzard

James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

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

Dated: May 12, 2020

"Principal"

AMPCO Contracting, Inc.

By: 

Its

Andrew Perna, President

By: _____

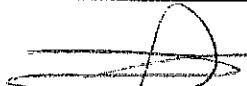
Its

"Surety"

Argonaut Insurance Company

c/o CMGIA

20335 Ventura Blvd., Ste. 426, Woodland Hills, CA 91364



By: _____

Its

Stephanie Hope Shear, Attorney-in-Fact

By: _____

Its

(Seal)

(Seal)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of LOS ANGELES)On MAY 12 2020before me, SHIRLEY GIGGLES, NOTARY PUBLIC

Date

Here Insert Name and Title of the Officer

personally appeared STEPHANIE HOPE SHEAR

Name(s) of Signer(s)

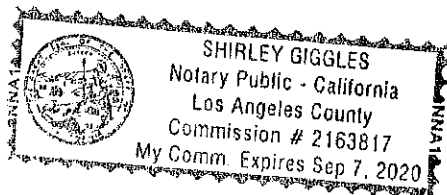
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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: _____

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 Orange)

On May 14, 2020 before me, Kellie Leann Waldron, Notary Public
(insert name and title of the officer)

personally appeared Andrew Pennor
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 Kellie Leann Waldron (Seal)



PREBID SITE INSPECTION CERTIFICATION

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

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

BIDDER:

AMPCO Contracting, Inc.

Date: May 14, 2020

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

Name Corey Howard

Date of Inspection 05/07/2020

Title Senior Estimator

Name _____

Date of Inspection _____

Title _____

ORDINANCE NO. 1104

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING ZONING CODE AMENDMENT ZCA 20-01 AMENDING TABLE 2-12 OF CHAPTER 20.230.050 OF THE STANTON MUNICIPAL CODE TO INCREASE THE DENSITY RANGE TO 90 DWELLING UNITS PER ACRE, WITHIN THE SOUTH GATEWAY MIXED-USED (SGMX) OVERLAY ZONE AND FIND THAT THE PROJECT IS CATEGORICALLY EXEMPT PER CALIFORNIA ENVIRONMENTAL QUALITY ACT, PUBLIC RESOURCE CODE SECTION 15332, CLASS 32 (INFILL DEVELOPMENT)

WHEREAS, Government Code, Section 65800 *et seq.* authorizes the City of Stanton ("City") to adopt and administer zoning laws, ordinances, rules and regulations by cities as a means of implementing the General Plan; and

WHEREAS, on March 3, 2020, Chris Segesman representing Bonanni Development ("Applicant") filed applications for Zoning Code Amendment ZCA 20-01, Development Agreement DA 20-03, Planned Development Permit PDP 20-04 and Site Plan and Design Review SPDR-807 for the development of a 3.75 acre site ("Project Site"), located at 12331-12435 Beach Boulevard to develop 321apartment units, a parking structure and associated site improvements ("Project"); and

WHEREAS, the Stanton General Plan includes statements of intent for each land use designation which describe the type and intensity of development allowed in a given area; and

WHEREAS, the City's Zoning Code includes development standards for the mixed-use overlay zones, including target density ranges, number of building stories, maximum building heights, and regulations pertaining to the development types; and

WHEREAS, on August 19, 2020, the Planning Commission held a duly-noticed public hearing and considered the staff report, recommendations by staff, and public testimony concerning amendments to Section 20.230 of the Stanton Municipal Code, provided comments on the amendments, and voted to forward the proposed ordinance to the City Council with a recommendation in favor of its adoption; and

WHEREAS, on September 22, 2020, the City gave public notice that the City Council would conduct a public hearing to consider Zoning Code Amendment ZCA 20-01 by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center, noticing property owners within a 500 foot radius of the Project Site, posting the notice on the City's webpage, and was made available through the agenda posting process; and

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

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

SECTION 1: Recitals. The City Council hereby finds that the fact, findings and conclusions set forth above are true and correct, and are incorporated herein by this reference.

SECTION 2. The City Council find the proposed Project Categorically Exempt from environmental review pursuant to State CEQA Guidelines, section 15332. Specifically:

1. As explained in the September 22, 2020, City Council staff report, the proposed Project is consistent with the City of Stanton's General Plan, all applicable general plan policies, as well as the applicable zoning designation and regulations provided that the requested waivers are approved as part of a Planned Development Permit. The proposed Project would further the City's goals of developing much needed housing.
2. The proposed Project Site is within the City of Stanton's municipal boundaries in the center of town on Beach Boulevard and the site is less than five acres in size. The site is substantially surrounded by urban uses, residential uses to the northwest, east and south, a mixed-use development consisting of a commercial shopping center and a townhome subdivision to the west, and commercial uses to the north.
3. As detailed in the Class 32 Infill Streamlining Checklist the Project Site has no value as habitat for endangered, rare or threatened species. The Project Site is currently developed with commercial buildings and paved parking lot. The Project Site is located within a developed, urbanized area with no sensitive species, habitat, or natural communities. The Project Site does not occur near or within any Multiple Species Habitat Conservation Plan (MSHCP) Criteria Cell or area designated for MSHCP conservation. There are no MSHCP Reserve Assembly Requirements associated with the Project Site, and there are no incompatibilities with respect to development of the Project Site and Urban/Wildlands interface issues. There is no potential for narrow endemic, rare, or endangered plant species. Riparian or riverine habitats, vernal pools, or any other potential jurisdictional waters or wetlands are absent from the Project Site.
4. The Project Site has frontage along Beach Boulevard and can be served by all required utilities that run through and under Beach Boulevard. Moreover, the proposed Project can be adequately served by all public services.

The City Council, specifically finds none of the exceptions to the exemptions outlined in State CEQA Guidelines, Section 15300.2 apply:

1. The cumulative impacts of successive projects of the same type in the same place, over time is not significant. The likelihood of multiple

housing projects of this type on this site over time is very low. Once the project is built it is likely to remain for its useful life. Thus, cumulative impacts are not likely to occur on the site and would not be significant.

2. There are no unusual circumstances surrounding the development of this site that would lead to a potentially significant effect on the environment. This is an urban infill site, of the exact type and character for which the infill exemption exists. The Project Site faces and is immediately adjacent to the City's main thoroughfare, Beach Boulevard. The site is a prime candidate for infill development because it is substantially surrounded on all sides and is available to connect into existing utilities that surround the site. There are no unique circumstances about development of the site that would distinguish it from other infill sites such that environmental impacts would likely occur from development of the Project.
3. The stretch of Beach Boulevard that the proposed Project fronts is not a highway officially designated as a state scenic highway. There are no other state scenic highways in the Project vicinity. Thus, the proposed Project would not result in any damage to scenic resources within a state scenic highway.
4. A search of the EnviroStor website as of August 11, 2020 (available at <https://www.envirostor.dtsc.ca.gov/public/>) confirms that the Project Site is not included on any list compiled pursuant to Section 65962.5.
5. The Project would not result in any impacts to historical resources as neither the site nor any improvements on the site contain any historical significance at the national, state or local level.

SECTION 3. In accordance with the requirements as set forth in Section 20.610.060 of the Stanton Municipal Code for Zoning Code Amendments the City Council makes the following findings:

1. The proposed amendment is consistent with the General Plan and any applicable Specific Plan;

The City of Stanton General Plan Land Use Designation for the subject property is South Gateway Mixed Use (SGMX) District. Mixed use designations are intended to: (1) Encourage revitalization or future development in strategic areas of the city; (2) Encourage the combination of some commercial activity with other reinforcing land uses, especially residential, to create economically and aesthetically pleasing projects; (3) Provide property owners the flexibility to adapt project design to market forces to encourage quality development; and, (4) Support and reinforce commercial activity with increased densities, intensities and flexibility. The amendment is consistent with the intent of these goals.

Further, the amendment is internally consistent with all other provisions of the General Plan, specifically:

- *Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites.* The amendment would provide for a greater range of residential densities and additional housing opportunities which would be supported by adequate city services.
 - *Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.* The amendment would provide for additional housing opportunities close to commercial nodes, which will benefit existing and future commercial uses on Beach Boulevard, and contribute to the City's economic base.
 - *Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.* The amendment would encourage development of underutilized and vacant infill sites by increasing target density range. The South Gateway Mixed Use Overlay Zone is generally located along the southern portion of Beach Boulevard, which is an urbanized infill area and therefore public services and infrastructure are readily accessible and available to serve the sites within the district.
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City;
- The amendment would increase the target density range for the South Gateway Mixed Use (SGMZ) Overlay Zone. Any proposed developments within the South Gateway Mixed Use (SGMZ) Overlay Zone would be required to comply with the provisions of the City's Municipal Code, California Building Code, and requirements of the Orange County Fire Authority (OCFA) along with other appropriate agencies. The amendment would also promote the public interest, health, safety, convenience, and welfare of the City as it will provide for additional housing opportunities. Therefore, the amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
3. The proposed amendment is internally consistent with other applicable provisions of this Zoning Code;

The proposed amendment does not affect other sections of the Municipal Code and has been drafted to be internally consistent with other applicable provisions of the Stanton Municipal Code.

4. Additional finding for Zoning Map amendments: The affected site is physically suitable in terms of design, location, shape, size, operating characteristics, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities (e.g., fire protection, police protection, potable water, schools, solid waste collection and disposal, storm drainage, wastewater collection, treatment, and disposal, etc.), to ensure that the requested zone designation and the proposed or anticipated uses and/or development will not endanger, jeopardize, or otherwise constitute a hazard to the property or improvements in the vicinity in which the property is located.

The amendment is for an increase in the allowable density for the South Gateway Mixed Use (SGMZ) Overlay Zone and does not involve a zoning map amendment. Therefore, the amendment did not affect the SGMX Overlay Zone as it only changed the standards.

SECTION 4. Table 2-12 of Section 20.230.050 of Title 20 of the Stanton Municipal Code is hereby amended to read as follows:

Development Features	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	60- 80 90 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
Site Area Standard	<i>Minimum required development site area for any horizontally or vertically integrated mixed-use project.</i>		
Any mixed-use project	40,000 sq ft (2)	30,000 sq ft (2)	50,000 sq ft (2)
Lot Standards	<i>Minimum dimensions required for each newly created lot; see "Lot" in Section 20.700.120 ("L" Definitions); see Figure 2-4.</i>		
Lot Width (A)	100 ft	100 ft	200 ft
Lot Depth (B)	100 ft	100 ft	200 ft
Block Standards	<i>Maximum dimensions required for each newly created block as measured from edge of right-of-way line; see "Block" in Section 20.700.020 ("B" Definitions); see Figure 2-5.</i>		
Block Length (C)	600 ft	500 ft	600 ft
Block Perimeter (D)	1,600 ft	1,500 ft	1,600 ft
Building Placement Standards			

Build-to-Zone (BTZ)	<i>The area between the minimum and maximum setbacks within which the principal building's front façade (building façade line) is to be located; see "Build-to-Zone" in Section 20.700.020 ("B" Definitions); see Figure 2-6.</i>		
Front (3) (E) Along Beach, Chapman, and Katella	0 - 15 ft	0 - 15 ft	0 - 10 ft
Front (3) (F) All other Streets	5 - 15 ft	5 - 15 ft	0 - 10 ft
Street Side Setback (3) (G)	5 - 15 ft	0 - 15 ft	0 - 10 ft

SECTION 5. The City Council's actions are made upon review of the Planning Commission's recommendation, the Staff Report, all oral and written comments, and all documentary evidence presented on the Ordinance.

SECTION 6. This Ordinance for Zoning Code Amendment ZCA 20-01 shall not take effect and shall become null and void unless and until the associated Development Agreement DA 20-03, Planned Development Permit PDP 20-04 and Site Plan and Design Review SPDR-807 are approved by the City Council, and the associated Development Agreement is executed by all parties thereto.

SECTION 7. The documents related to this Ordinance are on file and available for public review at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The Community Development Director is the custodian of these documents.

SECTION 8. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 9. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

SECTION 10. This Ordinance is on file and has been available for public review for at least five days prior to the date of this Ordinance, in the City Clerk's office, at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680.

SECTION 11. This ordinance shall be effective thirty days after its adoption.

PASSED, APPROVED, AND ADOPTED this 13th day of October, 2020.

DAVID J. SHAWVER, MAYOR

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. 1104 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on September 22, 2020, and was duly adopted at a regular meeting of the City Council held on October 13, 2020, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

Item: 11B

ORDINANCE NO. 1105

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND BONANNI DEVELOPMENT FOR CERTAIN REAL PROPERTY LOCATED AT 12331-12435 BEACH BOULEVARD WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ.

WHEREAS, on March 3, 2020, Chris Segesman representing Bonanni Development, ("Applicant") filed applications for a Zoning Code Amendment ZCA 20-01, a Development Agreement DA 20-03, Planned Development Permit PDP 20-04, and Site Plan and Design Review SPDR-807, for the development of a 3.75 acre site ("Project Site"), located at 12331-12435 Beach Boulevard for a new 321-unit, multifamily apartment community ("Project"); and

WHEREAS, the City of Stanton ("City") finds the Development Agreement strengthens the public planning process, encourages private participation in comprehensive planning by providing a greater degree of certainty in that process, reduces the economic costs of development, allows for the orderly planning of public improvements and services, allocates costs to achieve maximum utilization of public and private resources in the development process, and ensures that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code section 65864 *et seq.*, the City is authorized to enter into Development Agreements providing for the development of land under terms and conditions set forth therein; and

WHEREAS, the Applicant proposes to develop the Project Site located in the City of Stanton, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference ("Property") for the Project; and

WHEREAS, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, the Applicant has proposed to enter into a Development Agreement concerning the Project ("Development Agreement") to provide assurances that the Project can proceed without disruption caused by a change in the City's planning policies and requirements except as provided in the Development Agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, the City desires to promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan and significant benefits will be created for City residents and the public generally from increased housing opportunities created by the Project; and

WHEREAS, it is the intent of the City and Applicant to establish certain conditions and requirements related to review and development of the Project which are or will be the subject of subsequent development applications and land use entitlements for the Project as well as the Development Agreement; and

WHEREAS, the City and Applicant have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.), the City is the lead agency for the proposed Project; and

WHEREAS, in accordance with CEQA and the State CEQA Guidelines, the City has determined approval of the Project is exempt from the requirements of CEQA and the State CEQA Guidelines pursuant to State CEQA Guidelines section 15332, Class 32 (In-fill Development Projects); and

WHEREAS, on August 19, 2020 the terms and conditions of the Development Agreement were reviewed by the Planning Commission at a publicly noticed hearing and have been found to be consistent with the General Plan and the Planning Commission adopted a resolution recommending that the City Council approve the Development Agreement; and

WHEREAS, on September 22, 2020, the City Council conducted a duly noticed public hearing and considered evidence concerning the Development Agreement as well as, Zoning Code Amendment ZCA 20-01, Planned Development Permit PDP 20-04, and Site Plan and Design Review SPDR-807 for the property located at 12331-12435 Beach Boulevard; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the City Council at a publicly noticed hearing and have been found to be fair, just, and reasonable, and consistent with the General Plan; and

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

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

SECTION 1: Pursuant to Government Code Section 65867.5(b) and Stanton Municipal Code Section 20.510.050(D), and based on the entire record before the City Council, the City Council hereby makes the following findings:

1. The Development Agreement provides benefit to the City:

The Project contemplated in the Development Agreement includes lot consolidation, improvement of underutilized lots and housing opportunities for City residents. Moreover, the Development Agreement requires the Applicant to provide substantial improvements to the site and provide a financial benefit for the improvement of public facilities throughout the city.

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan and any applicable Specific Plan, and this Zoning Code:

The Project Site is in the South Gateway Mixed-Use District and is zoned Commercial General (GC) with a South Gateway Mixed-Use (SGMX)) Overlay Zone. Mixed use and residential development projects are allowed in this zone with this designation. The project furthers the goals and policies of the General Plan and meets the requirements of the Zoning standards with the approval of a planned development permit. The Code allows for incentives by way of modifications to the development standards to incentivize reinvestment in the community and new and different development opportunities. There is no Specific Plan applicable to the Project Site. The proposed Project meets the following General Plan Goals and Strategies:

- *Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and residential development within feasible development sites.* The amendment would provide for a higher range of residential densities and additional housing opportunities which would be supported by adequate city services.
- *Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.* The amendment would provide for additional housing opportunities close to commercial nodes, which will benefit existing and future commercial uses along Beach Boulevard, and contribute to the City's economic base.
- *Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.* The amendment would encourage development of underutilized and vacant infill sites by increasing the allowable density and number of building stories. The SGMX district is generally located along the southern portion of Beach Boulevard, which is an urbanized infill area and therefore public services and infrastructure are readily accessible and available to serve the sites within the district.

3. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5:

The Agreement provides assurance to the applicant for the development of the Project. The Development Agreement specifies the duration of the agreement, permitted uses of the property, density and intensity of use, and provision of public benefits to the City. Specifically, the Development Agreement provides a three-year term in which the Applicant has a vested right to develop residential development on the Project Site in accordance to existing City regulations and Planned Development Permit PDP 20-04. In exchange, the Project will provide housing opportunities in Stanton, and opportunities for improvements to public facilities throughout the City. Moreover, the Applicant will provide a high quality, development with substantial improvements to the site including a amenities for the residents and enhanced public and private improvements throughout the development.

SECTION 2: As provided in the Development Agreement and pursuant to Stanton Municipal Code Section 20.500.050, the City Council shall be the approving body for the zoning code amendment, site plan and design review, and planned development permit for the project addressed by the Development Agreement.

SECTION 3: The City Council hereby approves and adopts the Development Agreement attached hereto as Exhibit "B", and incorporated herein by reference entitled, "Development Agreement between the City of Stanton, a California municipal corporation and Bonanni Development".

SECTION 4: The documents related to this Ordinance are on file and available for public review at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of these documents.

SECTION 5: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6: This Ordinance shall be effective thirty days after its adoption. The City Clerk shall certify the adoption of this Ordinance and shall cause the same to be posted as required by law. Pursuant to Government Code Section 65868.5, within 10 days following the entering into of the Development Agreement, as evidenced by full execution thereof, the City Clerk shall record with the Orange County Recorder a copy of the Development Agreement.

SECTION 7: The City Council hereby directs staff to prepare and file a Notice of Exemption with the Orange County Clerk within five (5) working days of the approval of the proposed Project.

PASSED, APPROVED, AND ADOPTED this 13th day of October, 2020.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS .
CITY OF STANTON)

I, Patricia A. Vazquez, City Clerk of the City of Stanton, do hereby certify that the foregoing Ordinance No. 1105 was duly introduced and placed upon its first reading at a regular meeting of the City Council on the 22nd day of September, 2020, and thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 13th day of October, 2020, by the following vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

CERTIFICATION STATEMENT

I, Patricia A. Vazquez, City Clerk of the City of Stanton, do hereby certify that the foregoing Ordinance is a true and correct copy of Ordinance No. 1105, passed by the people of the City of Stanton, as declared by the City Council on the day and year set forth above, and published pursuant to law.

PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT "A"

LEGAL DESCRIPTION

Assessor Parcel Numbers 131-361-08, 131-361-09, and 131-361-03 of the City of Stanton, County of Orange, State of California, Book 131, Page 36, Block 361 of the Office of the County Recorder of said County.

EXHIBIT “B”

**CITY OF STANTON AND BONANNI DEVELOPMENT
DEVELOPMENT AGREEMENT**

Recorded at request of:)
City Clerk)
City of Stanton)
)
When recorded return to:)
City of Stanton)
)

Stanton, CA _____)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. [_____]

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF STANTON

and

BONANNI DEVELOPMENT

DEVELOPMENT AGREEMENT NO. [_____]

This Development Agreement (hereinafter “Agreement”) is entered into as of this ____ day of _____, 2020 by and between the City of Stanton, California (hereinafter “CITY”), and **Bonanni Development** (hereinafter “OWNER”):

RECITALS

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, This Agreement constitutes a current exercise of City’s police powers to provide predictability to Owner in the development approval process by vesting the permitted uses, density, intensity of use, and timing and phasing of development consistent with the Development Plan in exchange for Owner’s commitment to provide significant public benefits to City as set forth in Section 4, below.

WHEREAS, OWNER has requested CITY to enter into a development agreement and proceedings have been taken in accordance with the rules and regulations of CITY; and

WHEREAS, the best interests of the citizens of the City of Stanton and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this development agreement is of major significance because it will enable the City to fund much needed capital improvements and provide much needed public services and will therefore also have a major, beneficial economic impact on the City; and

WHEREAS, the provision by Owner of the public benefits allows the City to realize significant public benefits. The public benefits will advance the interests and meet the needs of Stanton residents and visitors to a significantly greater extent than would development of the Property without this Agreement.

WHEREAS, the physical effects, if any, of the Project and this Agreement have been analyzed pursuant to CEQA and the Project has been found to be exempt from the requirements of CEQA; and

WHEREAS, this Agreement and the Project are consistent with the Stanton General Plan and any specific plan applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which development agreements under Section 65864, et seq. of the Government Code are intended;

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “CITY” means the City of Stanton, a California municipal corporation.

1.1.3 “City Council” means the duly elected city council of the City of Stanton.

1.1.4 “Commencement Date” means the date the Term of this Agreement commences.

1.1.5 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) specific plans and specific plan amendments;
- (b) tentative and final subdivision and parcel maps;
- (c) conditional use permits, public use permits and plot plans;

- (d) zoning;
- (e) grading and building permits.

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” means a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include park “in lieu” fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, or fees collected under development agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”. OWNER’s obligations under this Agreement shall be contingent on CITY’s approval of OWNER’s applications for all of the entitlements identified in Exhibit “C”.

1.1.10 “Effective Date” means the date the ordinance approving and authorizing this Agreement becomes effective.

1.1.11 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property;
- (e) the exercise of the power of eminent domain.

1.1.12 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.13 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.14 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.15 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement.

1.1.16 “Public Benefit” refers to those benefits provided to the City and the community by Owner pursuant to Section 4.2 below.

1.1.17 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” – Legal Description of the Property.

Exhibit “B” – Map showing Property and its location.

Exhibit “C” – Development Plan.

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property or a portion thereof.

2.3 City Council Findings. The City Council finds that:

2.3.1 This Agreement is consistent with the City’s General Plan.

2.3.2 This Agreement ensures a desirable and functional community environment, provides effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project, enhances effective utilization of resources within the City.

2.3.3 This Agreement provides public benefits beyond those which are necessary to mitigate the development of the Project.

2.3.4 This Agreement strengthens the public planning process, encourages private participation in comprehensive planning and reduces costs of development and government.

2.3.5 The best interests of the citizens of the City and the public health, safety, and welfare will be served by entering into this Agreement.

2.4 Term. The term of this Agreement shall commence on the date (the “Commencement Date”) that is the Effective Date, and shall continue for a period of three (3) years thereafter, unless this term is modified or extended pursuant to the provisions of this Agreement. Thereafter, the OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee; nevertheless, OWNER may have a common law vested right to complete the Project under the “*Avco rule*” (see *Avco Community Developers, Inc. v. South Coast Regional Commission* (1976) 17 Cal.3d 785.).

2.5 Assignment.

2.5.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement (“Assignment and Assumption Agreement”), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 6.2 and 7.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.5.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.5.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.5.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.5.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section.

2.5.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of a certificate of occupancy for any portion of the Project.

2.5.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.5.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A certificate of occupancy has been issued for a building on the lot, and the fees for such lot set forth in this Agreement have been paid.

2.6 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

- (a) Expiration of the stated term of this Agreement as set forth in Section 2.4.
- (b) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.
- (c) The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement.
- (d) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the telegraph company after transmission by telegraph to the recipient named below. All notices shall be addressed as follows:

If to CITY:

City Manager
Jarad Hildenbrand
7800 Katella Ave.
Stanton, CA 90680

Copy to:

Best Best & Krieger, LLP
Matthew Richardson
18101 Von Karman Ave.
Irvine, CA 92612

If to OWNER:

Bonanni Development
Cole Bonanni
714-892-0123
5500 Bolsa Avenue, Suite 120
Huntington Beach, CA 92649

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended, that are required to complete the Project as contemplated by the Development Plan. Except as otherwise provided in this Agreement, and notwithstanding the authority of the CITY to further revising the Land Use Regulations pursuant to Government Code section 65866, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted or amended. OWNER shall comply with all mitigation measures required to be undertaken pursuant to any document prepared in compliance with the California Environmental Quality Act with respect to the Project.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals, whether in effect on the Effective Date or subsequently adopted. In connection with any subsequently imposed Development Approvals and except as specifically provided otherwise herein, CITY may exercise its discretion in accordance with the Land Use Regulations then in effect, as provided by this Agreement, including, but not limited to, the Reservation of Rights. CITY shall accept for processing, review and action all applications for

subsequent development approvals, and such applications shall be processed in the same manner and the CITY shall exercise its discretion, when required or authorized to do so, to the same extent it would otherwise be entitled in the absence of this Agreement.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the City and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations imposing Development Exactions; provided, however, that no such subsequently adopted Development Exaction shall be applicable to development of the Property unless such Development Exaction is applied uniformly to development, either throughout the CITY or within a defined area of benefit which includes the Property. No such subsequently adopted Development Exaction shall apply if its application to the Property would physically prevent development of the Property for the uses and to the density or intensity of development set forth in the Development Plan. In the event any such subsequently adopted Development Exaction fulfills the same purposes, in whole or in part, as the fees set forth in Section 4 of this Agreement, CITY shall allow a credit against such subsequently adopted Development Exaction for the fees paid under Section 4 of this Agreement to the extent such fees fulfill the same purposes.

(e) Regulations that may be in material conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(f) Regulations that are not in material conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to materially conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(g) Regulations that are in material conflict with the Development Plan; provided OWNER has given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(h) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(i) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not materially conflict with this Agreement.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and provide that Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Public Benefits. In addition to complying with the Project conditions of approval which are designed to mitigate the significant environmental impacts of the Project, Owner has committed by this Agreement to contribute to CITY the following "Public Benefits."

4.2.1 OWNER shall pay a fee in the amount of three thousand dollars (\$3,000) (the "City Facilities Fee") for each Unit constructed as part of the Project. The City Facilities Fee shall be due concurrently with the issuance of the certificate of occupancy for the Project, unless a different schedule is mutually agreed upon by CITY and OWNER.

4.2.2 OWNER shall also pay a fee in the amount of fifty thousand dollars (\$50,000) (the "City Beautification/Enhancements Fee"). The City Beautification/Enhancements Fee shall be due concurrently with the issuance of the certificate of occupancy for the Project, unless a different schedule is mutually agreed upon by CITY and OWNER, and may be used by CITY in its sole discretion for beautification and enhancement projects anywhere within the City, including without limitation landscaping projects.

4.3 Development Impact Fees.

4.3.1 Amount of Fee. OWNER shall pay all Development Impact Fees in effect on the Effective Date. As of the Effective Date the Development Impact Fees are one thousand forty-nine dollars (\$1,049) per Unit built in the Project.

4.3.2 Time of Payment. The fees required pursuant to Subsection 4.3.1 shall be due and paid to CITY concurrently with the issuance of the certificate of occupancy for the Project.

4.3.3 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement. Following the expiration, cancellation or termination of this Agreement, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding the prepayment of the Development Impact Fees set forth in Exhibit "D", or any combination thereof.

4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's sole discretion, within 15 days of receipt of written demand from CITY.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its sole discretion, that sufficient

progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

5. REVIEW FOR COMPLIANCE.

5.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

5.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The City Manager, or his or her designee, shall conduct such special reviews.

5.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the City Manager, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 5.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 6.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 5.4 and Section 5.5.

5.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 5.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

5.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

5.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the City Manager and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the City Manager or City Council.

6. DEFAULT AND REMEDIES.

6.1 Remedies in General. It is acknowledged by the parties that CITY would not have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER, or to any successor in interest of OWNER, or to any other person, and OWNER covenants not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

6.2 Release. Except for non-monetary remedies, OWNER, for itself, its successors and assignees, hereby releases CITY, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

6.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

6.4 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default by CITY in the performance of a material term of this Agreement and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within sixty (60) days after the

effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

7. LITIGATION.

7.1 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, or the approval of any permit granted pursuant to this Agreement. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.1, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such claim, action, proceeding or determination, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

7.2 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any action based or asserted upon any such alleged act or omission. CITY may in its discretion participate in the defense of any such action.

7.3 Reservation of Rights. With respect to Section 7.1 and Section 7.2 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefore.

7.4 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

7.5 Survival. The provisions of Sections 7.1 through 7.4, inclusive, shall survive the termination of this Agreement.

8. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.5 of this Agreement.

9. MISCELLANEOUS PROVISIONS.

9.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Orange County Recorder by the Clerk of the City Council within ten (10) days after the City enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Orange County Recorder.

9.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

9.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are

determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

9.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

9.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

9.6 Singular and Plural. As used herein, the singular of any word includes the plural.

9.7 Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot that has been finally subdivided and sold to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided for herein.

9.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

9.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

9.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

9.11 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond the party's control, (including the party's employment force), government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the party's control. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended under any circumstances for more than five (5) years.

9.12 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

9.13 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

9.14 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

9.15 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

9.16 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

9.17 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

9.18 Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

9.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the City Manager, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business

addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

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

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

BONANNI DEVELOPMENT

By: _____

Its: _____

Dated: _____

CITY

CITY OF STANTON, a California
municipal corporation

By: _____

Mayor

Dated: _____

ATTEST:

By: _____

City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

EXHIBIT “A”

(Legal Description of the Property)

EXHIBIT “B”

(Map of the Property)

Exhibit B

EXHIBIT “C”

(Development Plan)

Zoning Code Amendment ZCA 20-01

Planned Development Permit 20-04

Site Plan and Design Review SPDR-807