



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, NOVEMBER 24, 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 November 24, 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: (875 5385 0645)** 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, November 24, 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 LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(b)

Number of potential cases: 1

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

Property: 11241 Beach Boulevard, Stanton, CA (APN 131-091-23)

Negotiating Parties: Mr. Jarad L. Hildenbrand, City Manager, City of Stanton
Ms. Zenia Bobadilla, Community Services Director
Mr. Robert Donald Knaak, Owner

Under Negotiation: Instruction to negotiator will concern 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

Announcement and introduction of the City's new Chief of Police, Lieutenant Cruz Alday, Orange County Sheriff's Department.

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 October 9, 2020 – October 22, 2020, in the amount of \$2,234,108.78.

9C. APPROVAL OF MINUTES

1. City Council approve Minutes of Special Meeting – November 10, 2020; and
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – November 10, 2020; and
3. City Council/Agency/Authority Board approve Minutes of Special Joint Meeting – November 17, 2020.

9D. SEPTEMBER 2020 INVESTMENT REPORT

The Investment Report as of September 30, 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 September 2020.

9E. SEPTEMBER 2020 GENERAL FUND REVENUE AND EXPENDITURE REPORT

The monthly General Fund Revenue and Expenditure Report for the month ended September 30, 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 September 30, 2020.

9F. LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ADJACENT TO 12736 BEACH BOULEVARD

The development of the property at 12736 Beach Boulevard will include landscaping along Beach Boulevard. The California Department of Transportation owns the right of way where the landscaping will be placed. They are requiring that the City enter into an agreement to maintain this landscaping in the event it is not properly maintained by the adjacent property owner.

RECOMMENDED ACTION:

1. City Council declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve an agreement with the California Department of Transportation to maintain the landscape improvements in the public right of way on Beach Boulevard; and
3. Authorize the Mayor and City Manager to bind the City of Stanton and the California Department of Transportation in said agreement.

9G. ADOPT RESOLUTION APPROVING THE ANNUAL MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2020

Orange County Local Transportation Authority Ordinance No. 3 ("Ordinance") requires that the City adopt a resolution approving an Annual Measure M2 Expenditure Report. This report accounts for the City's share of Measure M2 revenues, developer/traffic impact fees, and the funds that were expended to satisfy the City's Maintenance of Effort requirements (MOE). The Annual Measure M Expenditure Report for the fiscal year ended June 30, 2020, has been included as Exhibit A to the Resolution (Attachment A).

The City's MOE requirement for Fiscal Year 2019-20 was \$245,213. This benchmark represents the minimum amount that the City was required to spend on local street and road activities using local discretionary monies (i.e. City's General Fund revenues). Actual MOE expenditures incurred by the City's General Fund during the period from July 1, 2019, through June 30, 2020, were \$293,941 (Exhibit A, page 3). Therefore, the City was in compliance with this requirement for Fiscal Year 2019-20.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA

Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and

2. Adopt Resolution No. 2020-48 approving the Annual Measure M2 Expenditure Report for the Fiscal Year Ended June 30, 2020, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF STANTON FOR THE FISCAL YEAR ENDED JUNE 30, 2020”; and

3. Direct staff to submit the report with OCTA.

9H. AWARD OF CONSTRUCTION CONTRACT FOR THE 2020 SEWER REPLACEMENT PROJECT TO GRBCON BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The six (6) bids received for the 2020 Sewer Replacement Project were opened on October 12, 2020. Based on the post-bid analysis, staff recommends the bid submitted by GRBCON, Inc. to be responsible and responsive.

The construction cost for the Sewer Condition Improvement Project is estimated at \$239,158.80, which includes a 10-percent contingency and 10-percent for construction management services.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approve the plans and specifications for the 2020 Sewer Replacement Project; and
3. Award a construction contract for the 2020 Sewer Replacement Project to the lowest responsible bidder, GRBCON, Inc. for the amount of \$199,299.00; and
4. Authorize the City Manager to bind the City of Stanton and GRBCON in a contract for the construction of the 2020 Sewer Replacement Project; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

9I. RATIFICATION OF PAYMENT FOR SERVICES PROVIDED BY CITY NET

The City paid \$25,687.29 in overtime charges to City Net for additional outreach services in order to facilitate enforcement of anti-camping ordinances. The immediacy of the issue caused for the expenditure to occur outside of the City's Purchase Policy. The purpose of this report is to ratify the expenditure.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to CEQA guidelines (Guidelines) sections 15061(b)(3); and
2. Waive the Request for Proposal process per the stipulation in the City's Purchasing Policy and approve the payment of \$25,687.29 made to City Net.

9J. APPROVAL OF THE CITY ANIMAL CONTROL SERVICES CONTRACT WITH THE CITY OF WESTMINSTER

Staff is recommending that the City enter into an agreement with the City of Westminster for the provision of the City's Animal Control Services for five years, through October 31, 2025.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to CEQA guidelines (Guidelines) sections 15061(b)(3); and
2. Authorize the City Manager to execute an Agreement for Animal Control Services with the City of Westminster through October 31, 2025, in the amount of \$185,220 for fiscal year 2020-21, with annual compensation increases of up to five (5%) percent thereafter.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS

11A. CANNABIS BUSINESS APPLICATION PROCESS UPDATE

The first step in the Cannabis Business Application process ended on October 29, 2020. The City received approximately 60 applications and is in the process of screening applications for review by the Application Evaluation Committee.

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 this update; and
3. Provide direction to staff to reopen categories where no applications were received for an additional 30-day period.

12. NEW BUSINESS

12A. CITY COUNCIL CONSIDERATION TO OPEN ALL SEATS ON THE STANTON PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION, STANTON PLANNING COMMISSION, AND STANTON PUBLIC SAFETY COMMITTEE FOR APPOINTMENT FOLLOWING THE NOVEMBER, 2020 GENERAL ELECTION

Consideration to open all seats for appointment on the Stanton Parks, Recreation and Community Services Commission, Stanton Planning Commission, and Stanton Public Safety Committee. There is currently a combined total of ten vacancies within the respected Commissions/Committee due to unscheduled vacancies and terms expiring due to the November, 2020 General Election. Staff is seeking direction from the City Council on its preference in either filling the current vacancies or opening all seats on the Commissions/Committee for appointment. Typically, the Council Member holding the seat corresponding to that numbered seat on the Commissions/Committee shall be responsible for appointment of one Commissioner/Committee Member (who shall be a qualified elector of the City), with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment.

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. City Council provide direction to staff on either filling the current vacancies or move forward with opening all seats for appointment on the Parks, Recreation and Community Services Commission, Planning Commission, and Public Safety Committee.

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 SHERIFF'S DEPARTMENT

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 19th day of November, 2020.

s/ Patricia A. Vazquez, City Clerk/Secretary

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

October 9, 2020 - October 22, 2020

Electronic Transaction Nos.	1201 - 1222	\$	1,155,837.11
Check Nos.	132932 - 132985	\$	1,078,271.67

TOTAL	\$	2,234,108.78
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Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.



City Manager

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



Finance Director

**MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON
SPECIAL MEETING NOVEMBER 10, 2020**

1. CALL TO ORDER

The meeting was called to order at 9:03 a.m. by Mayor Shawver.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

Present: Council Member Ramirez, Council Member Taylor, Council Member Van,
Mayor Pro Tem Warren, and Mayor Shawver.

Absent: None.

Excused: None.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

6. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 9:04 a.m. for discussion regarding:

**6A. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Pursuant to Government Code Section 54957.6)**

Title: Stanton Chief of Police

7. CALL TO ORDER / SPECIAL CITY COUNCIL MEETING

The meeting was called to order at 11:30 a.m. by Mayor Shawver.

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The City Council reconvened in open session at 11:30 a.m.

The City Clerk Patricia A. Vazquez reported that the Stanton City Council met in closed session from 9:04 to 11:30 a.m.

The City Clerk Patricia A. Vazquez reported that there was no reportable action.

8. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 11:31 a.m.

MAYOR

ATTEST:

CITY CLERK

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING NOVEMBER 10, 2020

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

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

3. **PLEDGE OF ALLEGIANCE**

Led by Council Member Hong Alyce Van.

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** None.

6. **CONSENT CALENDAR**

Mayor Shawver requested to pull Item 6G from the consent calendar for separate discussion.

Motion/Second: Shawver/Warren
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:

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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 October 9, 2020 – October 22, 2020, in the amount of \$1,360,036.92.

6C. APPROVAL OF MINUTES

The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – October 27, 2020.

6D. SEPTEMBER 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of September 30, 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 September 2020.

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6E. RESOLUTION APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

Pursuant to the Political Reform Act (the “Act”), the City Council directed staff to: (1) conduct a review of the City Conflict of Interest Code (the “Code”) to determine if a change in the Code was necessary; (2) File a biennial notice regarding the results of the review no later than the required deadline; (3) revise the Code if necessary based upon such review; and (4) submit the amended Code to the City Council for adoption and approval, in accordance with Section 87303 of the Act.

During the review process, staff found that amendments to the City’s Conflict of Interest Code are necessary. A redline version of the proposed amended Code is attached.

1. The City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved and adopted Resolution No. 2020-47 entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974”.

6F. REQUEST FROM PRIOR SERVICE SECURITY TO OPERATE AS PRIVATE PATROL OPERATOR LOCATED AT 1100 TOWN AND COUNTRY ROAD, SUITE 1250, ORANGE, CALIFORNIA 92868

Prior Service Security has applied for Private Patrol Operator status for a future commercial cannabis business location within the city limits. Chapter 5 of the Stanton Municipal Code requires that Detective agencies and merchant police activities obtain City Council approval.

1. The City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved the application of Prior Service Security for Private Patrol Operator status and authorized the issuance of a business license permit.

END OF CONSENT CALENDAR

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6G. AWARD OF CONSTRUCTION CONTRACT FOR THE 2020 SEWER REPLACEMENT PROJECT TO GRBCON BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The six (6) bids received for the 2020 Sewer Replacement Project were opened on October 12, 2020. Based on the post-bid analysis, staff recommends the bid submitted by GRBCON to be responsible and responsive.

The construction cost for the Sewer Condition Improvement Project is estimated at \$239,158.80, which includes a 10-percent contingency and 10-percent for construction management services.

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

The City Council tabled this item for discussion at a future regularly scheduled City Council meeting and directed staff to contact the Orange County Sanitation District and inquire about the possibility of the Orange County Sanitation District performing the work on behalf of the City and for the City to compensate the Orange County Sanitation District for the work.

- ~~1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and~~
- ~~2. Approve the plans and specifications for the 2020 Sewer Replacement Project; and~~
- ~~3. Award a construction contract for the 2020 Sewer Replacement Project to the lowest responsible bidder, GRBCON, Inc., for the amount of \$199,299.00; and~~
- ~~4. Authorize the City Manager to bind the City of Stanton and GRBCON, Inc. in a contract for the construction of the 2020 Sewer Replacement Project; and~~
- ~~5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.~~

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7. PUBLIC HEARINGS None.

8. UNFINISHED BUSINESS

8A. APPROVAL OF ORDINANCE NO. 1106

This Ordinance was introduced at the regular City Council meeting of October 27, 2020.

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

Motion/Second: Warren/Van

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 Clerk read the title of Ordinance No. 1106, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING ZONE CHANGE ZC 20-02 TO AMEND THE CITY’S ZONING MAP FROM CG, COMMERCIAL GENERAL TO RH, HIGH DENSITY RESIDENTIAL FOR PROPERTY LOCATED AT 7161 KATELLA AVENUE”; and

2. The City Council adopted Ordinance No. 1106.

9. NEW BUSINESS None.

10. ORAL COMMUNICATIONS – PUBLIC None.

11. WRITTEN COMMUNICATIONS None.

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

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

- Mayor Shawver reported on the upcoming annual Thanksgiving turkey donation giveaway event, which is scheduled to be held on November 20, 2020.
- Mayor Shawver reported on the upcoming Annual Harry's Café Thanksgiving Dinner, which is scheduled to be held on November 26, 2020.

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

None.

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

None.

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Mr. Jarad L. Hildenbrand, City Manager, reported that the City's new chief of police will be announced and introduced at the November 24, 2020 City Council meeting.
- The City Council expressed their gratitude to outgoing Lieutenant Nate L. Wilson for his efforts throughout the years and congratulated him on his new appointment within the Orange County Sheriff's Department.

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.

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- 15. ADJOURNMENT** in honor of those have served and are currently serving our country within the armed forces
Motion/Second: Shawver/
Motion carried at 7:31 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE CITY OF STANTON SPECIAL JOINT MEETING NOVEMBER 17, 2020

1. CLOSED SESSION None.

2. CALL TO ORDER

The meeting was called to order at 5:05 p.m. by Mayor Pro Tem Warren.

Mayor Shawver arrived at 5:06 p.m.

3. PLEDGE OF ALLEGIANCE

Led by City Manager Jarad L. Hildenbrand.

4. ROLL CALL

Present: Council Member Ramirez, Council Member Taylor, Council Member Van,
Mayor Pro Tem Warren, and Mayor Shawver.

Absent: None.

Excused: None.

SPECIAL ORDERS OF THE DAY

**5A. HOMEKEY PROGRAM INTERIM AND PERMANENT SUPPORTIVE HOUSING
MATCHING GRANT AND REGULATORY AGREEMENTS FOR STANTON INN AND
SUITES AND TAHITI MOTEL**

Requested is the City Council's approval of two (2) Homekey Program matching grant and regulatory agreements (together, the "Agreements") to affiliates of Jamboree Housing Corporation (together, "Jamboree") for the development of the Stanton Inn & Suites ("Stanton Inn") and the Tahiti Motel ("Tahiti Motel" and together with the Stanton Inn, the "Hotels") for interim and permanent supportive housing over the next five (5) and fifty-five (55) years (together, the "Housing Projects"), respectively.

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

The City Council questioned staff regarding current occupancies, current long-term tenants, process/timeline for converting and/or rehabbing units, timeline between the initial conversion and permanent supportive housing conversions, intake process, transition into permanent supportive housing, restricted access to those who are housed, security protocols, confirmation on no offsite intake centers during the transition period, confirmation that tenants must be referred in, confirmation that no walk up services will be available, requirements/intertest from referred participants to the program, interim housing

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timeline/factors that could affect transition phases, total project cost, additional funding sources, success rate should funding sources loss availability, allocation discrepancy between the both designated sites, operating costs, income threshold to qualify, confirmation on if Stanton residents will receive priority status, occupancy limits, process should the occupancy limit be exceeded due to a pregnancy, affordable rents, the process in which rent amounts are assigned, annual economic mobility report, process in allowing tenants to achieve economic sustainability, past success stories, success rate, resident tenure, mental illness care, mental illness program, why does the City need to provide funding when the current budget stands at nine million, what happens to the draw in March of 2021, operating yearly subsidies, is there an additional commitment once the City's funds are exhausted, loan to value factor, why does the City have to pay for operational costs, what is the benefit to the City in providing this funding, monies should be invested into the Riviera Motel not the Stanton Inn & Suites.

Motion/Second: Van/Taylor

ROLL CALL VOTE:	Council Member Ramirez	AYE
	Council Member Taylor	AYE
	Council Member Van	AYE
	Mayor Pro Tem Warren	AYE
	Mayor Shawver	NO

Motion carried as amended:

1. The City Council and Authority Board declared that the project is exempt from the California Environmental Quality Act ("CEQA"), because nothing in the Agreements is intended to commit Jamboree to complete a particular project or to commit the City or its Housing Authority (together, the "City") to grant any approval, and the City's approval of the Agreements does not constitute approval of any development of the projects described therein or of other activity on the respective sites of the Hotels that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Even assuming, however, that approval of the Agreements triggered CEQA review, the projects would be both: (1) categorically exempt, because they involve conversion of the existing Hotels into interim and permanent supportive housing and will involve negligible or no expansion of use (see 14 C.C.R. § 15301); and (2) statutorily exempt under California Public Resources Code § 21080.50; and
2. Approved the Agreements as amended*, and authorized the City Manager, in his capacity as Director of the Housing Authority, to execute the Agreements and authorized the transfer of funds to Jamboree as contemplated by the Agreements.

*"The Stanton Inn & Suites Grant and Regulatory Agreement is amended to clarify that the Housing Authority grant will be disbursed in five (5) equal annual installments – the first to be disbursed on or about the date of Jamboree's closing of the acquisition of the hotel and leasehold interest in the site until June 30, 2021 and the remaining four (4) installments to be disbursed on or about July 1 of each year thereafter. However, if the

DRAFT

Interim Housing Period, which may not exceed five (5) years, ends before the entirety of the Authority's grant funds are disbursed, Jamboree will forfeit those funds, and the Authority will have no obligation to pay those installments. Additionally, any funds disbursed but unused by Jamboree by the end of the Interim Housing Period must be returned by Jamboree to the Authority."

6. **ADJOURNMENT** Motion/Second: Shawver/
 Motion carried at 6:30 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: November 24, 2020

SUBJECT: SEPTEMBER 2020 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of September 30, 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 September 2020.

BACKGROUND:

Changes in the City's cash and investment balances for the month of September are summarized below:

	Beginning Balance	Net Change	Ending Balance
Cash and Investment Accounts (Pooled-All Funds)	\$ 47,428,162.09	\$ 2,019,542.09	\$ 49,447,704.18
Cash (Non-Pooled)	4,108,152.96	34,744.54	4,142,897.50
Total Cash and Investments	<u>\$ 51,536,315.05</u>	<u>\$ 2,054,286.63</u>	<u>\$ 53,590,601.68</u>

Between August 31, 2020, and September 30, 2020, the City's total cash and investments increased by \$2.1 million. During the month of September, the City received \$5 million from the State of California to fund the North Orange County Public Safety Task Force program for Fiscal Year 2020/21 and paid \$2.8 million for law enforcement and fire protection services.

The attached reports summarize the City investments and deposit balances as of September 2020. The City's cash and investment balances by fund type are presented in Attachment A. A summary of the City's investment portfolio is included as Attachment B. The detail of the City's investments by type are shown in Attachment C.

ANALYSIS:

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

Detailed information regarding the securities contained in the City's investment portfolio is provided in Attachments B and C. As of September 30, 2020, City investments consisted of the following:

	Market Value at September 30, 2020	Average Interest Rate	Percentage of Portfolio Invested by Type	Percentage of Portfolio Permitted by Investment	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 25,744,672.52	0.69%	55.09%	100.00%	Yes
California Asset Management Program (CAMP)	6,245,971.28	0.27%	13.37%	100.00%	Yes
Negotiable Certificates of Deposit	10,561,218.58	2.34%	22.60%	30.00%	Yes
Municipal Bonds	4,180,387.65	2.22%	8.95%	100.00%	Yes
Total investments	<u>\$ 46,732,250.03</u>		<u>100.00%</u>		

As of September 30, 2020, the average purchase yield to maturity earned on the City's total investment portfolio was 1.13%, which is above the benchmark LAIF return of 0.69%. The weighted average maturity of the City's was approximately 231 days (approximately 7 ½ months) as of September 30, 2020, which is in compliance with the City's investment policy restriction of 3.5 years.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 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 \$46.7 million portfolio, with \$14.7 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:

s/Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

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

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED SEPTEMBER 30, 2020**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 15,345,939.46	\$ 7,131,099.28	\$ (8,465,336.72)	\$ 14,011,702.02
102-111101	General Fund (Transactions & Use Tax)	3,647,980.43	485,076.28	(815,714.24)	3,317,342.47
210-111101	Certified Access Specialists (CASP) Program	36,627.56	465.97	-	37,093.53
211-111101	Gas Tax Fund	209,707.16	159,851.44	(36,651.77)	332,906.83
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	431,174.92	60,095.48	(29.88)	491,240.52
220-111101	Measure M Fund	538,249.92	87,103.53	(39.15)	625,314.30
222-111101	Community Development Block Grant (CDBG) Fund	260,642.72	673.07	(17,617.60)	243,698.19
223-111101	Protective Services Fund	6,742.48	-	(6,742.48)	-
224-111101	Lighting Maintenance 1919 Act Fund	235,209.24	3,865.06	(25,809.97)	213,264.33
225-111101	Lighting/Median Maintenance 1972 Act Fund	983,727.11	2,588.57	(41,394.53)	944,921.15
226-111101	Air Quality Improvement Fund	217,646.23	12,887.57	(15.32)	230,518.48
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	73,553.28	(23,425.73)	437,953.64
250-111101	Families and Communities Together (FaCT) Grant Fund	(24,667.88)	26,407.07	(23,274.69)	(21,535.50)
251-111101	Senior Transportation Fund	34,792.08	6,310.95	(1,395.21)	39,707.82
255-111101	CalGRIP Grant Fund (Fiscal Year 2014/15)	36,725.46	97.02	(2.54)	36,819.94
256-111101	CARES Fund	104,839.39	80,733.72	(11,234.00)	174,339.11
261-111101	Street Impact Fees Fund	56,359.09	138.02	(3.61)	56,493.50
262-111101	Traffic Signal Impact Fees Fund	43,957.79	113.70	(2.97)	44,068.52
263-111101	Community Center Impact Fees Fund	139,092.57	359.40	(9.40)	139,442.57
264-111101	Police Services Impact Fees Fund	125,890.57	325.29	(8.51)	126,207.35
271-111101	Public Safety Task Force Fund	(45,745.00)	633,333.35	(198,347.91)	389,240.44
280-111101	Stanton Central Park Maintenance Fund	(11,224.00)	-	(925.00)	(12,149.00)
285-111101	Stanton Housing Authority Fund	15,657,591.39	76,284.60	(89,945.82)	15,643,930.17
305-111101	Capital Projects Fund	320,739.05	847.33	(22.16)	321,564.22
310-111101	Park and Recreation Facilities Fund	2,847,924.24	8,566.35	(189.81)	2,856,300.78
501-111101	Sewer Maintenance Fund	4,667,271.15	15,931.60	(125,659.75)	4,557,543.00
602-111101	Workers' Compensation Fund	630,026.68	1,356.19	(350,035.46)	281,347.41
603-111101	Liability Risk Management Fund	(67,096.43)	243,760.56	(50,001.90)	126,662.23
604-111101	Employee Benefits Fund	(308,413.56)	594,645.66	(91,438.64)	194,793.46
605-111101	Fleet Maintenance Fund	465,991.55	26,033.98	(3,129.39)	488,896.14
801-111101	City Trust Fund	259,323.78	24,292.77	(12,624.04)	270,992.51
901-111101	North Orange County Public Safety Task Force (NOCPTF) Trust Fund	188,798.20	4,537,225.20	(1,883,452.00)	2,842,571.40
Total Pooled Cash and Investments⁽¹⁾		\$ 47,428,162.09	\$ 14,294,022.29	\$ (12,274,480.20)	\$ 49,447,704.18
Less: Investments⁽¹⁾		\$ (42,466,200.39)	\$ (5,034,540.44)	\$ 768,490.80	\$ (46,732,250.03)
Cash - Bank of the West General Checking Account		\$ 4,961,961.70	\$ 9,259,481.85	\$ (11,505,989.40)	\$ 2,715,454.15

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED SEPTEMBER 30, 2020**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
101-111103	Payroll Account	\$ -	\$ 296,030.47	\$ (191,403.42)	\$ 104,627.05
801/101-111107	Website Account	(5.00)	312.70	(204.70)	103.00
101-111109	Flexible Spending/AFLAC	7,717.22	-	(746.58)	6,970.64
101-111505	Petty Cash	1,100.00	-	-	1,100.00
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	4,099,340.74	-	(69,243.93)	4,030,096.81
	Total Cash-Non-Pooled	\$ 4,108,152.96	\$ 296,343.17	\$ (261,598.63)	\$ 4,142,897.50
<u>INVESTMENTS</u>					
	POOLED ALL FUNDS	\$ 42,466,200.39	\$ 5,034,540.44	\$ (768,490.80)	\$ 46,732,250.03
	Total Investments ⁽³⁾	\$ 42,466,200.39	\$ 5,034,540.44	\$ (768,490.80)	\$ 46,732,250.03
	TOTAL CASH AND INVESTMENTS	\$ 51,536,315.05	\$ 14,590,365.46	\$ (12,536,078.83)	\$ 53,590,601.68

Notes:

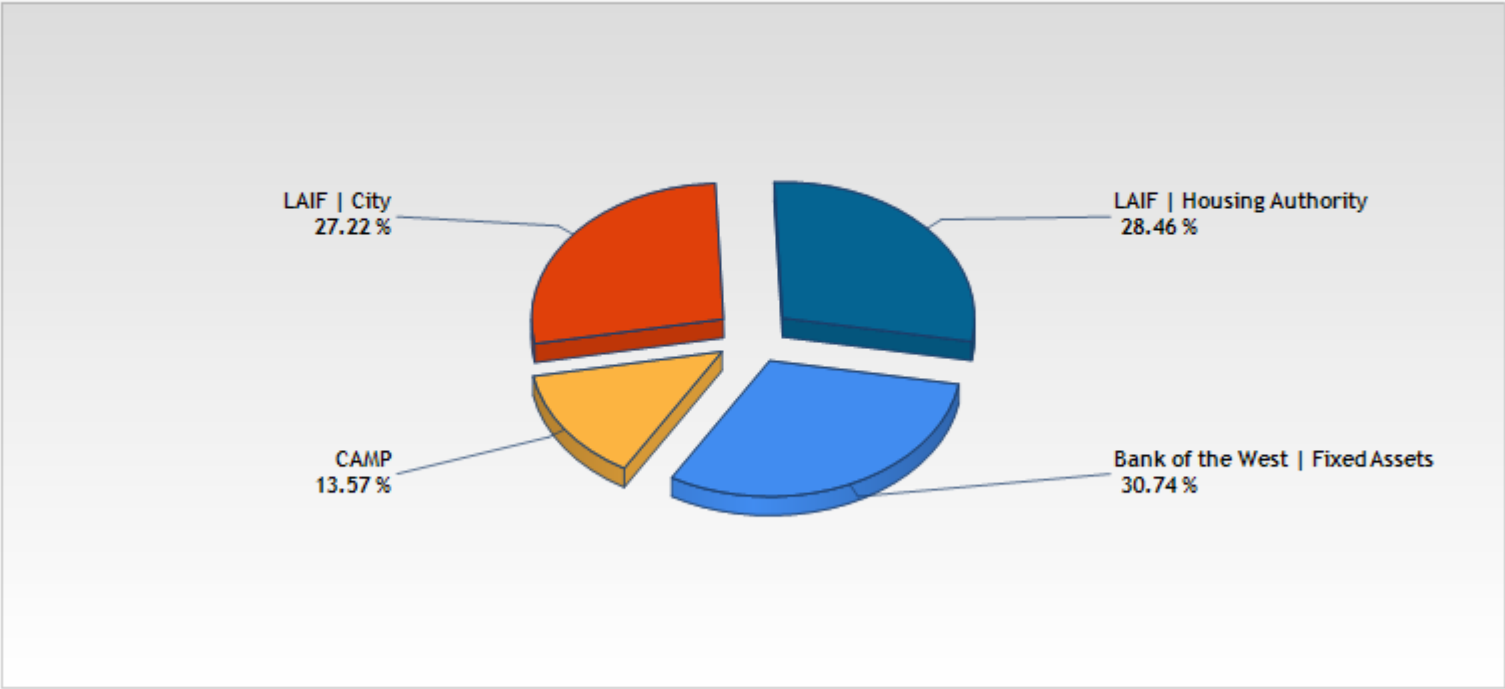
⁽¹⁾ - Pooled cash includes: City's Bank of the West general checking and safekeeping accounts, the City's Local Agency Investment Fund (LAIF) account, the Housing Authority's LAIF account, the California Asset Management Program (CAMP) account, and the Public Agency Retirement Services (PARS) account.

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

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

City of Stanton
Distribution
Group By: Portfolio Name
Average By: Face Amount/Shares
Portfolio / Report Group: All Portfolios
As of: 9/30/2020

Portfolio Holdings Distribution by Portfolio Name



Portfolio Name	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
Bank of the West Fixed Assets	14,155,000.00	2.307	14,197,665.15	750	30.74	14,741,606.23	14,170,068.68	1.99
CAMP	6,245,971.28	0.270	6,245,971.28	1	13.57	6,245,971.28	6,245,971.28	0.00
LAIF City	12,534,313.98	0.685	12,534,313.98	1	27.22	12,585,886.84	12,534,313.98	0.00
LAIF Housing Authority	13,104,865.27	0.685	13,104,865.27	1	28.46	13,158,785.68	13,104,865.27	0.00
TOTAL / AVERAGE	46,040,150.53	1.127	46,082,815.68	231	100	46,732,250.03	46,055,219.21	0.61

City of Stanton
Portfolio Holdings
Investment Portfolio | by Security Sector
Report Format: By Transaction
Group By: Security Sector
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 9/30/2020

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit											
Abacus Federal Savings NY 1.95 7/21/2021	00257TAY2	7/21/2017	1.950	249,000.00	249,000.00	249,000.00	252,759.90	7/21/2021	294	119.72	0.54
Allegiance Bank TX 2.65 2/14/2023	01748DBB1	4/11/2019	2.650	249,000.00	249,000.00	249,000.00	263,661.12	2/14/2023	867	289.25	0.54
American Eagle Bank IL 2.1 5/23/2022	02554BCN9	6/9/2017	2.100	150,000.00	150,000.00	150,000.00	154,876.50	5/23/2022	600	60.41	0.33
American Express UT 2.35 8/8/2022	02587DV47	8/8/2017	2.350	247,000.00	247,000.00	247,000.00	256,571.25	8/8/2022	677	842.85	0.54
American Express UT 2.4 8/29/2022	02587CFU9	8/29/2017	2.400	247,000.00	247,000.00	247,000.00	257,062.78	8/29/2022	698	470.99	0.54
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	273,007.50	3/25/2024	1,272	99.32	0.54
Bank of New England NH 2.65 5/23/2024	06426KBE7	5/23/2019	2.650	249,000.00	249,000.00	249,000.00	270,526.05	5/23/2024	1,331	126.55	0.54
Barclays Bank DE 2 7/12/2021	06740KKC0	7/12/2017	2.000	247,000.00	247,000.00	247,000.00	250,739.58	7/12/2021	285	1,082.74	0.54
BMW Bank UT 1.95 3/10/2021	05580AGQ1	3/10/2017	1.950	248,000.00	248,000.00	248,000.00	250,088.16	3/10/2021	161	264.99	0.54
Capital One Bank VA 2.35 3/15/2022	140420Z52	3/15/2017	2.350	248,000.00	248,000.00	248,000.00	256,097.20	3/15/2022	531	239.51	0.54
Capital One VA 2.3 7/19/2022	14042RGN5	7/19/2017	2.300	247,000.00	247,000.00	247,000.00	256,662.64	7/19/2022	657	1,136.20	0.54
Comenity Capital Bank UT 2 6/30/2021	20033AUK0	6/30/2017	2.000	249,000.00	249,000.00	249,000.00	252,585.60	6/30/2021	273	0.00	0.54
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	269,995.68	5/17/2024	1,325	230.58	0.54
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	264,881.22	4/28/2023	940	0.00	0.54
EnerBank ut 2.35 7/22/2024-21	29278TKA7	7/22/2019	2.350	247,000.00	247,000.00	247,000.00	248,706.77	7/22/2024	1,391	1,113.19	0.54
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	267,525.60	7/22/2024	1,391	122.79	0.54
First Bank IN 1.8 11/23/2020	319267GC8	6/23/2017	1.800	247,000.00	247,000.00	247,000.00	247,647.14	11/23/2020	54	1,230.26	0.54
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	262,603.20	9/27/2023	1,092	66.08	0.52
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	264,945.96	8/23/2024	1,423	93.12	0.54
Goldman Sachs Bank NY 2.35 6/21/2022	38148PKX4	6/21/2017	2.350	247,000.00	247,000.00	247,000.00	256,465.04	6/21/2022	629	1,606.18	0.54
Greenstate FCU IA 1.95 2/28/2023	39573LAF5	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	259,694.55	2/28/2023	881	26.61	0.54

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	266,885.40	4/25/2024	1,303	2,821.92	0.53
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	246,214.75	263,511.72	8/29/2023	1,063	11.60	0.54
I&C Bank of China, NY 2.15 4/12/2022	45581EAC5	8/15/2019	2.104	247,000.00	247,296.40	247,170.64	254,691.58	4/12/2022	559	261.89	0.54
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	269,721.78	4/26/2024	1,304	70.95	0.54
MB Financial Bank IL 1.9 7/21/2021	55266CVW3	7/21/2017	1.900	249,000.00	249,000.00	249,000.00	252,660.30	7/21/2021	294	116.65	0.54
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,882.40	270,257.13	6/28/2024	1,367	31.38	0.54
Medallion Bank UT 2 4/6/2021	58403B6F8	4/6/2017	2.000	249,000.00	249,000.00	249,000.00	251,482.53	4/6/2021	188	327.45	0.54
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	266,352.81	8/23/2023	1,057	124.16	0.54
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	269,586.48	2/7/2024	1,225	1,128.23	0.53
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	269,586.48	2/7/2024	1,225	1,128.23	0.53
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,936.85	266,529.60	3/27/2023	908	61.40	0.54
Numerica FCU WA 2 11/30/2020	67054NAF0	5/31/2017	2.000	249,000.00	249,000.00	249,000.00	249,819.21	11/30/2020	61	0.00	0.54
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	263,321.76	8/23/2024	1,423	514.30	0.54
Sallie Mae Bank UT 2.3 8/2/2022	795450B61	8/2/2017	2.300	248,000.00	248,000.00	248,000.00	257,900.16	8/2/2022	671	922.02	0.54
State Bank India NY 2.35 3/14/2022	8562846V1	3/14/2017	2.350	248,000.00	248,000.00	248,000.00	256,082.32	3/14/2022	530	255.47	0.54
Synchrony Bank UT 2.4 5/19/2022	87165EL96	5/19/2017	2.400	247,000.00	247,000.00	247,000.00	256,203.22	5/19/2022	596	2,176.31	0.54
Third Federal Savings OH 2 7/28/2021	88413QBN7	7/28/2017	2.000	248,000.00	248,000.00	248,000.00	251,963.04	7/28/2021	301	869.70	0.54
TIAA FSB FL 2.1 7/29/2022	87270LCM3	7/29/2019	2.100	247,000.00	247,000.00	247,000.00	255,899.41	7/29/2022	667	895.29	0.54
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,801.27	266,671.92	5/15/2023	957	600.98	0.54
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	264,988.29	8/28/2024	1,428	26.61	0.54
Sub Total / Average Certificate Of Deposit			2.344	10,065,000.00	10,065,291.40	10,065,005.91	10,561,218.58		829	21,565.88	21.86
Local Government Investment Pool											
CAMP LGIP	CAMP3001	2/29/2020	0.270	6,245,971.28	6,245,971.28	6,245,971.28	6,245,971.28	N/A	1		13.57
LAIF City LGIP	LAIFCITY0895	2/29/2020	0.685	12,534,313.98	12,534,313.98	12,534,313.98	12,585,886.84	N/A	1		27.22
LAIF Housing Authority LGIP	LAIFHA0004	2/29/2020	0.685	13,104,865.27	13,104,865.27	13,104,865.27	13,158,785.68	N/A	1		28.46
Sub Total / Average Local Government Investment Pool			0.604	31,885,150.53	31,885,150.53	31,885,150.53	31,990,643.80		1	0.00	69.26
Municipal											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,948.95	282,752.25	3/1/2023	882	553.82	0.60
California Housing CA 2.512 8/1/2021-21	13034PZH3	7/24/2017	2.315	350,000.00	352,625.00	350,545.01	355,054.00	8/1/2021	305	1,440.91	0.76

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
California Housing CA 2.512 8/1/2021-21	13034PZH3	8/18/2017	2.222	255,000.00	257,776.95	255,586.54	258,682.20	8/1/2021	305	1,049.81	0.55
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,905.69	212,503.00	8/1/2024	1,401	628.60	0.45
Guadalupe Community CA 2.25 8/1/2021-21	400559AD2	1/8/2018	2.545	225,000.00	222,750.00	224,472.52	226,620.00	8/1/2021	305	829.69	0.49
Los Angeles County CA 2.5 9/1/2021	54465AHP0	6/26/2017	2.080	400,000.00	406,684.00	401,469.78	406,972.00	9/1/2021	336	805.56	0.87
Oceanside Pension CA 3.25 8/15/2021	675371AX6	8/15/2017	2.034	280,000.00	293,013.00	282,841.31	286,759.20	8/15/2021	319	1,137.50	0.61
Pomona CA 2.416 4/1/2021-21	73208MCX4	6/29/2017	2.249	500,000.00	503,000.00	500,400.15	503,230.00	4/1/2021	183	6,006.44	1.09
Riverside Pension CA 2.5 6/1/2022	769036BB9	6/20/2017	2.251	500,000.00	505,800.00	501,954.73	514,215.00	6/1/2022	609	4,131.94	1.09
Riverside Pension CA 2.5 6/1/2022	769036BB9	7/24/2017	2.401	240,000.00	241,080.00	240,370.96	246,823.20	6/1/2022	609	1,983.33	0.52
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	256,256.93	263,775.00	6/1/2024	1,340	2,272.57	0.54
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,310.20	258,365.00	9/1/2023	1,066	503.47	0.54
Yorba Linda CA 2 9/1/2021	986176AQ8	8/24/2017	2.000	360,000.00	360,000.00	360,000.00	364,636.80	9/1/2021	336	580.00	0.78
Sub Total / Average Municipal			2.215	4,090,000.00	4,132,373.75	4,105,062.77	4,180,387.65		555	21,923.64	8.88
Total / Average			1.127	46,040,150.53	46,082,815.68	46,055,219.21	46,732,250.03		231	43,489.52	100

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: November 24, 2020

SUBJECT: SEPTEMBER 2020 GENERAL FUND REVENUE AND EXPENDITURE REPORT

REPORT IN BRIEF:

The monthly General Fund Revenue and Expenditure Report for the month ended September 30, 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 September 30, 2020.

ANALYSIS:

The attached reports summarize the City revenue and expenditure balances for the General Fund as of September 30, 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 September 30, total General Fund revenues received to date was \$2.7 million, which represents 11% of the Fiscal Year 20/21 budgeted amount and is 1% less than the revenues collected for the same period last year. The reduction is primarily due to declines in fines and forfeitures revenues and rental revenues. Facility rental revenues have been non-existent during the first quarter of the fiscal year due to the COVID-19 pandemic. Total General Fund expenditures were \$5.8 million through September 30, which represents 24% of the 20/21 projected expenditures and is 4% higher than the expenditures incurred for the same period last year. The increase in expenditures from

the previous year is primarily due to increased contracted building inspection costs due to increased development activity for the same period last year.

FISCAL IMPACT:

Per Attachment C, the City's General Fund reserves is expected to be \$19.4 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:

Approved by:

s/Michelle Bannigan

s/Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

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

CITY OF STANTON
September 2020 General Fund Revenues (25% of year)

	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual *	% Change From Prior Year
			Activity During September	Year To Date Actual *	Percent of Budget		
TAXES							
Property Tax	\$ 6,540,995	\$ 6,540,995	\$ 34,320	\$ 34,715	0.53%	\$ 45,379	-23.50%
Sales and Use Tax	4,122,000	4,122,000	449,902	449,902	10.91%	426,441	5.50%
Transactions and Use Tax	4,092,000	4,092,000	485,076	485,076	11.85%	410,682	18.11%
Transient Occupancy Tax	432,000	432,000	20,615	54,642	12.65%	88,193	-38.04%
Franchise Fees	1,080,935	1,080,935	74,267	125,400	11.60%	94,536	32.65%
Business Licenses	181,000	181,000	1,830	5,780	3.19%	6,222	-7.10%
Utility Users Tax	1,939,325	1,939,325	167,571	333,139	17.18%	306,985	8.52%
Tax Increment Pass-thru Payment	300,410	300,410	-	-	0.00%	-	0.00%
TAXES-TOTAL	18,688,665	18,688,665	1,233,581	1,488,654	7.97%	1,378,438	8.00%
INTERGOVERNMENTAL							
County WDA Shared Revenue	156,630	156,630	-	-	0.00%	-	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%	-	0.00%
Public Safety Augmentation Tax	140,600	140,600	13,242	13,242	9.42%	12,831	3.20%
Planning Grants	-	100,000	-	-	0.00%	-	0.00%
Other Grants	4,200	4,200	751	1,502	35.76%	-	0.00%
INTERGOVERNMENTAL-TOTAL	353,545	453,545	13,993	14,744	3.25%	65,349	-77.44%
CHARGES FOR SERVICES							
Charges for Services	255,045	255,045	6,070	17,831	6.99%	140,000	-87.26%
Information Technology Charges	24,675	24,675	6,071	6,071	24.60%	-	100.00%
Indirect Cost Reimbursement	-	-	-	-	**	134,605	-100.00%
CHARGES FOR SERVICES-TOTAL	279,720	279,720	12,141	23,902	8.54%	274,605	-91.30%
FEES AND PERMITS							
Solid Waste Impact Fees	1,150,000	1,150,000	78,428	163,237	14.19%	101,291	61.16%
Building Permits and Fees	832,350	832,350	65,375	634,467	76.23%	248,826	154.98%
Planning Permits and Fees	173,500	173,500	3,443	30,786	17.74%	62,864	-51.03%
Engineering Permits and Fees	54,235	54,235	8,075	26,226	48.36%	19,161	36.87%
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	20,258	63,273	20.03%	33,222	90.46%
Community Services Fees	49,000	49,000	1,010	1,010	2.06%	10,952	-90.78%
FEES AND PERMITS -TOTAL	2,671,935	2,671,935	176,589	918,999	34.39%	476,316	92.94%
FINES AND FORFEITURES							
General Fines	500	500	2	38	7.60%	60	-36.67%
Motor Vehicle Fines	111,765	111,765	7,501	13,899	12.44%	27,116	-48.74%
Parking Citations	200,000	200,000	31,197	53,334	26.67%	62,520	-14.69%
DMV Parking Collections	60,000	60,000	4,403	10,181	16.97%	20,788	-51.02%
Administrative Citation	5,000	5,000	100	700	14.00%	2,550	-72.55%
FINES AND FORFEITURES-TOTAL	377,265	377,265	43,203	78,152	20.72%	113,034	-30.86%
USE OF MONEY AND PROPERTY							
Investment Earnings	161,000	161,000	58,231	58,231	36.17%	-	100.00%
Unrealized Gains (Losses)	-	-	(1,943)	(1,504)	**	-	100.00%
Rental Income	80,530	80,530	29	1,559	1.94%	34,803	-95.52%
USE OF MONEY AND PROPERTY-TOTAL	241,530	241,530	56,317	58,286	24.13%	34,803	67.47%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	10,500	10,500	10,820	10,846	103.30%	157,386	-93.11%
MISCELLANEOUS REVENUE-TOTAL	10,500	10,500	10,820	10,846	103.30%	157,386	-93.11%
TRANSFERS IN							
From Gas Tax Fund	120,500	120,500	30,125	30,125	25.00%	-	100.00%
From Protective Services Fund	413,590	413,590	6,742	6,742	1.63%	190,000	-96.45%
From Supplemental Law Enforcement Grants	93,590	93,590	23,398	23,398	25.00%	-	100.00%
TRANSFERS IN-TOTAL	627,680	627,680	60,265	60,265	9.60%	190,000	-68.28%
TOTAL REVENUES AND TRANSFERS IN	\$ 23,250,840	\$ 23,350,840	\$ 1,606,909	\$ 2,653,848	11.37%	\$ 2,689,931	-1.34%

* = Actual data is reported through September.

TAXES
September 2020 General Fund Revenues (25% 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 September	Year To Date Actual *			
101	General Fund							
430100	Current Year-Secured	\$ 1,096,000	\$ 1,096,000	\$ -	\$ -	0.00%	\$ 18,859	-100.00%
430105	Current Year-Unsecured	35,000	35,000	15,549	15,549	44.43%	-	100.00%
430110	Property Tax-Prior Year	1,000	1,000	-	-	0.00%	-	0.00%
430115	Property Tax-Supplemental	31,890	31,890	-	395	1.24%	680	-41.91%
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	18,771	18,771	26.80%	25,840	-27.36%
430200	Sales And Use Tax	4,122,000	4,122,000	449,902	449,902	10.91%	426,441	5.50%
430300	Transient Occupancy Tax	432,000	432,000	20,615	54,642	12.65%	88,193	-38.04%
430405	Franchise Tax/Cable TV	226,200	226,200	34,044	34,044	15.05%	40,064	-15.03%
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	40,223	91,356	17.51%	54,472	67.71%
430425	Franchise Tax/Water	78,000	78,000	-	-	0.00%	-	0.00%
430500	Business License Tax	181,000	181,000	1,830	5,780	3.19%	6,222	-7.10%
430600	Util User Tax/Electricity	934,720	934,720	103,879	194,298	20.79%	176,949	9.80%
430605	Util User Tax/Telephone	383,210	383,210	19,242	38,237	9.98%	42,724	-10.50%
430610	Util User Tax/Gas	206,925	206,925	19,772	19,961	9.65%	16,921	17.97%
430615	Util User Tax/Water	414,470	414,470	24,678	80,643	19.46%	70,391	14.56%
430700	Cannabis Tax	-	-	-	-	0.00%	-	0.00%
440100	AB 1389 Pass Through from RDA	300,410	300,410	-	-	0.00%	-	0.00%
101	General Fund	14,596,665	14,596,665	748,505	1,003,578	6.88%	967,756	3.70%
102	General Fund (Transactions & Use Tax)							
430250	Transactions & Use Tax	4,092,000	4,092,000	485,076	485,076	11.85%	410,682	18.11%
102	General Fund (Transactions & Use Tax)	4,092,000	4,092,000	485,076	485,076	11.85%	410,682	18.11%
TAXES - TOTAL		\$ 18,688,665	\$ 18,688,665	\$ 1,233,581	\$ 1,488,654	7.97%	\$ 1,378,438	8.00%

* = Actual data is reported through September.

INTERGOVERNMENTAL
September 2020 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2020/21		FY 2020/21		FY 2020/21		FY 2019/20	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During September	Year To Date Actual *	% of Budget	Actual *		
101	General Fund								
432121	County WDA Shared Revenue	\$ 156,630	\$ 156,630	\$ -	\$ -	0.00%	\$ -		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%	-		0.00%
432180	Public Safety Augmentation Tax	140,600	140,600	13,242	13,242	9.42%	12,831		3.20%
432245	Planning Grants	-	100,000	-	-	0.00%	-		0.00%
432256	Other Grants	4,200	4,200	751	1,502	35.76%	-		100.00%
INTERGOVERNMENTAL - TOTAL		\$ 353,545	\$ 453,545	\$ 13,993	\$ 14,744	3.25%	\$ 65,349		-77.44%

* = Actual data is reported through September.

CHARGES FOR SERVICES
September 2020 General Fund Revenues (25% 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 September	Year To Date Actual *			
101	General Fund									
433100	Charges For Services	\$ 255,045		\$ 255,045		\$ 6,070	\$ 17,831	6.99%	\$ 140,000	-87.26%
433136	Information Technology Charges	24,675		24,675		6,071	6,071	24.60%	-	100.00%
437136	Indirect Cost Reimbursement	-		-		-	-	0.00%	134,605	-100.00%
CHARGES FOR SERVICES - TOTAL		\$ 279,720		\$ 279,720		\$ 12,141	\$ 23,902	8.54%	\$ 274,605	-91.30%

* = Actual data is reported through September.

FEES AND PERMITS
September 2020 General Fund Revenues (25% 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 September	Year To Date Actual *			
101	General Fund							
431100	Building Plan Check Fees	\$ 139,500	\$ 139,500	\$ 8,011	\$ 21,049	15.09%	\$ 29,188	-27.88%
431105	Mechanical Permits	111,600	111,600	4,835	92,590	82.97%	37,015	150.14%
431110	Building Permits	465,000	465,000	30,272	419,873	90.30%	155,904	169.32%
431115	Plumbing Permits	46,500	46,500	2,490	36,390	78.26%	11,215	224.48%
431120	Electrical Permits	69,750	69,750	19,767	64,565	92.57%	15,504	316.44%
431130	Engineering Plan Check Fees	14,235	14,235	5,550	14,745	103.58%	4,480	229.13%
431135	Public Works Permits	40,000	40,000	2,525	11,481	28.70%	14,681	-21.80%
431140	S M I P - Commercial Fees	200	200	-	-	0.00%	152	-100.00%
431145	S M I P-Residential Permits	3,000	3,000	-	-	0.00%	819	-100.00%
431146	SB 1473 Fee	1,500	1,500	66	884	58.93%	360	145.56%
431150	Grading Plan Review	-	-	2,890	7,225	**	-	100.00%
431155	Grading Permits	-	-	735	2,205	**	-	100.00%
431160	Solid Waste Impact Fees	1,150,000	1,150,000	78,428	163,237	14.19%	101,291	61.16%
431185	Parking Permits	50,000	50,000	950	4,793	9.59%	2,250	113.02%
431190	Towing Franchise Fee	20,000	20,000	6,660	21,960	109.80%	-	100.00%
431195	Other Fees & Permits	30,000	30,000	2,270	12,155	40.52%	11,713	3.77%
431200	Cannabis Bus Initial Permit	-	-	2,600	2,600	**	-	100.00%
433200	Conditional Use Permit	8,000	8,000	-	-	0.00%	2,485	-100.00%
433205	Precise Plan Of Design	15,000	15,000	-	6,160	41.07%	9,230	-33.26%
433210	Variance	3,000	3,000	-	-	0.00%	-	0.00%
433220	Preliminary Plan Review	8,000	8,000	-	-	0.00%	5,625	-100.00%
433225	Environmental Services	500	500	1,120	1,475	295.00%	225	555.56%
433227	Foreclosure Registration	10,000	10,000	563	3,032	30.32%	3,941	-23.07%
433230	Zoning Entitlements	-	-	-	-	**	365	-100.00%
433235	Land Divisions	5,000	5,000	-	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	400	895	17.90%	2,085	-57.07%
433250	Ministerial Services	8,000	8,000	940	4,835	60.44%	4,560	6.03%
433260	Landscape Plan Check	1,000	1,000	-	-	0.00%	975	-100.00%
433266	Massage Establishment License	2,000	2,000	-	-	0.00%	-	#DIV/0!
433270	General Plan Maint Surcharge	10,000	10,000	420	9,450	94.50%	3,465	172.73%
433285	Other Developmental Fees	100,000	100,000	-	1,209	1.21%	29,543	-95.91%
433305	General Recreation Programs	30,000	30,000	-	-	0.00%	7,894	-100.00%
433315	Sports Fields	19,000	19,000	1,010	1,010	5.32%	3,058	-66.97%
437115	Recycling Fees	96,975	96,975	-	-	0.00%	-	0.00%
430505	New/Moved Bus Lic Appl Rev	63,500	63,500	3,730	8,720	13.73%	14,270	-38.89%
430510	Business Tax Renewal Process	144,500	144,500	607	2,652	1.84%	3,130	-15.27%
430515	SB 1186	475	475	(250)	79	16.63%	713	-88.92%
FEES AND PERMITS - TOTAL		\$ 2,671,935	\$ 2,671,935	\$ 176,589	\$ 918,999	34.39%	\$ 476,316	92.94%

* - Actual data is reported through September

FINES AND FORFEITURES
September 2020 General Fund Revenues (25% 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 September	Year To Date Actual *			
101	General Fund							
434100	General Fines	\$ 500	\$ 500	\$ 2	\$ 38	7.60%	\$ 60	-36.67%
434105	Motor Vehicle Fines	111,765	111,765	7,501	13,899	12.44%	27,116	-48.74%
434110	Parking Citations	200,000	200,000	31,197	53,334	26.67%	62,520	-14.69%
434115	DMV Parking Collections	60,000	60,000	4,403	10,181	16.97%	20,788	-51.02%
434120	Administrative Citations	5,000	5,000	100	700	14.00%	2,550	-72.55%
FINES AND FORFEITURES - TOTAL		\$ 377,265	\$ 377,265	\$ 43,203	\$ 78,152	20.72%	\$ 113,034	-30.86%

* = Actual data is reported through September.

USE OF MONEY AND PROPERTY
September 2020 General Fund Revenues (25% 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 September	Year To Date Actual *			
101	General Fund									
435100	Interest Earned	\$ 160,000		\$ 160,000		\$ 58,231	\$ 58,231	36.39%	-	100.00%
435105	Interest On Tax Monies	1,000		1,000		-	-	0.00%	-	0.00%
435110	Unrealized Gains (Losses)	-		-		(1,943)	(1,504)	**	-	0.00%
436125	Indoor Facility Rental	48,000		48,000		(1,650)	(1,800)	-3.75%	24,624	-107.31%
436127	Outdoor Picnic Shelters	10,700		10,700		-	-	0.00%	5,295	-100.00%
436135	Pac Bell Mobile Svcs-Rent	21,830		21,830		1,679	3,359	15.39%	4,884	-31.22%
USE OF MONEY AND PROPERTY - TOTAL		\$ 241,530		\$ 241,530		\$ 56,317	\$ 58,286	24.13%	\$ 34,803	67.47%

* = Actual data is reported through September.

MISCELLANEOUS REVENUE
September 2020 General Fund Revenues (25% 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 September	Year To Date Actual *			
101	General Fund							
437100	Sale Of Publications	\$ 500	\$ 500	\$ -	\$ 1	0.20%	\$ 21	-95.24%
437135	Expense Reimbursement	-	-	7,500	7,500	**	-	100.00%
437195	Other Revenue	10,000	10,000	3,320	3,345	33.45%	157,365	-97.87%
MISCELLANEOUS REVENUE - TOTAL		\$ 10,500	\$ 10,500	\$ 10,820	\$ 10,846	103.30%	\$ 157,386	-93.11%

* = Actual data is reported through September.

TRANSFERS IN
September 2020 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2020/21		FY 2020/21		FY 2020/21		% of Budget	FY 2019/20	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During September	Year To Date Actual *			
101	General Fund									
439211	Transfer From Gas Tax Fund	\$ 120,500	\$	120,500	\$	30,125	\$ 30,125	25.00%	\$ -	100.00%
439223	Transfer From Protective Services Fund	413,590		413,590		6,742	6,742	1.63%	190,000	-96.45%
439242	Transfer Fr Supp Law Enf Grant	93,590		93,590		23,398	23,398	25.00%	-	100.00%
TRANSFERS IN - TOTAL		\$ 627,680	\$	627,680	\$	60,265	\$ 60,265	9.60%	\$ 190,000	-68.28%

* = Actual data is reported through September.

City of Stanton
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *			
1100	City Council	\$ 118,895	\$ 118,895	\$ 7,529	\$ 26,070	21.93%	\$ 29,730	-12.31%
1200	City Attorney	260,000	260,000	162	508	0.20%	48,722	-98.96%
1300	City Manager	491,375	491,375	68,383	106,353	21.64%	75,231	41.37%
1400	City Clerk	210,725	210,725	19,871	38,233	18.14%	40,433	-5.44%
1410	Personnel/Risk Management	125,855	125,855	10,368	25,083	19.93%	36,428	-31.14%
1430	Liability/Risk Management ⁽¹⁾	-	-	-	-	**	84,672	-100.00%
1510	Information Technology	436,245	511,995	46,256	172,496	33.69%	47,228	265.24%
	Administration	1,643,095	1,718,845	152,569	368,743	21.45%	362,444	1.74%
1500	Finance	860,930	845,825	82,504	175,433	20.74%	189,140	-7.25%
1600	Non-Dept (excludes Transfers)	145,000	145,000	-	-	0.00%	23,397	-100.00%
	Finance	1,005,930	990,825	82,504	175,433	17.71%	212,537	-17.46%
2100	Law Enforcement	11,360,340	11,360,340	941,596	2,831,411	24.92%	2,821,975	0.33%
2200	Fire Protection	4,928,270	4,928,270	1,227,266	1,227,266	24.90%	1,181,670	3.86%
2230	Contractual Ambulance Svcs ⁽²⁾	5,000	5,000	786	786	15.72%	150	424.00%
2400	Animal Control Services ⁽²⁾	182,280	182,280	-	44,100	24.19%	42,722	3.23%
2500	Public Safety-Other ⁽²⁾	132,485	132,485	36,209	48,751	36.80%	-	100.00%
4300	Parking Control	226,075	226,075	18,806	43,636	19.30%	73,595	-40.71%
6200	Code Enforcement	524,705	524,705	36,507	87,926	16.76%	128,295	-31.47%
	Public Safety	17,359,155	17,359,155	2,261,170	4,283,876	24.68%	4,248,407	0.83%
3000	Public Works Administration ⁽²⁾	382,015	397,120	76,962	121,293	30.54%	-	100.00%
3100	Engineering	114,955	114,955	8,361	35,980	31.30%	38,016	-5.36%
3200	Public Facilities	404,640	404,640	29,856	61,925	15.30%	84,742	-26.93%
3300	Crossing Guard ⁽²⁾	43,000	43,000	-	-	0.00%	4,654	-100.00%
3400	Parks Maintenance	351,400	353,767	28,598	60,156	17.00%	88,875	-32.31%
3500	Street Maintenance	409,470	409,470	44,826	89,747	21.92%	82,341	8.99%
3600	Storm Drains	125,000	125,000	-	460	0.37%	519	-11.37%
6300	Graffiti Abatement	99,735	99,735	8,427	14,738	14.78%	-	100.00%
	Public Works	1,930,215	1,947,687	197,030	384,299	19.73%	299,147	28.46%
4000	Community Development Administration ⁽²⁾	149,860	150,100	46,820	58,313	38.85%	-	100.00%
4100	Planning	420,610	720,370	21,681	62,564	8.68%	64,674	-3.26%
4200	Building Regulation	563,050	563,050	245,630	256,695	45.59%	120,277	113.42%
4400	Business Relations	21,100	21,100	50,000	50,000	0.24%	8,002	-99.38%
	Community Development	1,154,620	1,454,620	314,181	377,622	25.96%	192,953	95.71%
5100	Parks and Recreation	695,780	695,780	97,607	165,169	23.74%	151,868	8.76%
5200	Community Center	22,455	22,455	374	1,019	4.54%	6,492	-84.30%
5300	Stanton Central Park	169,915	169,915	11,891	28,492	16.77%	53,850	-47.09%
5400	Senior Nutrition Program ⁽²⁾	32,770	32,770	3,786	9,125	27.85%	-	100.00%
	Community Services	920,920	920,920	113,658	203,805	22.13%	212,210	-3.96%
	Transfer to Fact Grant	24,750	24,750	6,188	6,188	25.00%	38,000	-83.72%
	Transfer to Senior Transportation Fund	9,430	9,430	524	770	8.17%	-	100.00%
	Transfers to Other Funds	34,180	34,180	6,712	6,958	20.36%	38,000	-81.69%
	TOTAL EXPENDITURES	\$ 24,048,115	\$ 24,426,232	\$ 3,127,824	\$ 5,800,736	23.75%	\$ 5,565,698	4.22%

(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 September.

Administration - Vasquez
September 2020 General Fund Expenditures (25% of year)

		FY 2020/21							
		FY 2020/21	FY 2020/21	Activity				FY 2019/20	% Change
		Adopted	Amended	During	Year to Date				From Prior
Acct. No.	Description	Budget	Budget	September	Actual *	% of Budget	Actual*		Year
101	General Fund								
1100	City Council								
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,023	\$ 10,560	20.23%	\$ 11,063		-4.55%
502120	Medicare/Fica	755	755	58	153	20.26%	160		-4.38%
502130	Other Benefit Charges	900	900	-	-	0.00%	-		**
602100	Special Dept Expense	9,000	9,000	(229)	2,474	27.49%	3,161		-21.73%
602110	Office Expense	1,950	1,950	137	234	12.00%	35		568.57%
602115	Postage	50	50	5	5	10.00%	-		**
607100	Membership/Dues	40,000	40,000	-	9,109	22.77%	13,369		-31.86%
607110	Travel/Conference/Meetings	10,500	10,500	-	-	0.00%	625		-100.00%
612115	Liability Insurance Charge	3,540	3,540	3,535	3,535	99.86%	1,317		168.41%
1100	City Council Total	118,895	118,895	7,529	26,070	21.93%	29,730		-12.31%
1200	City Attorney								
608105	Professional Services	260,000	260,000	162	508	0.20%	48,722		-98.96%
1200	City Attorney Total	260,000	260,000	162	508	0.20%	48,722		-98.96%
1300	City Manager								
501110	Salaries-Regular	310,320	310,320	19,077	46,313	14.92%	38,821		19.30%
502100	Retirement	70,610	70,610	4,666	11,403	16.15%	3,522		223.76%
502105	Workers Comp Insurance	-	-	-	-	**	1,428		-100.00%
502110	Health/Life Insurance	17,630	17,630	1,908	5,038	28.58%	4,705		7.08%
502115	Unemployment Insurance	675	675	2	2	0.30%	72		-97.22%
502120	Medicare/Fica	4,500	4,500	275	670	14.89%	561		19.43%
502130	Other Benefit Charges	90	90	-	-	0.00%	-		**
602110	Office Expense	4,950	4,950	398	398	8.04%	721		-44.80%
602115	Postage	250	250	12	12	4.80%	-		100.00%
607100	Membership/Dues	1,000	1,000	-	400	40.00%	400		0.00%
607110	Travel/Conference/Meetings	3,000	3,000	-	72	2.40%	862		-91.65%
608105	Professional Services	48,000	48,000	12,265	12,265	25.55%	-		100.00%
612105	Vehicle Replacement Charge	710	710	178	178	25.07%	374		-52.41%
612115	Liability Insurance Charge	29,640	29,640	29,602	29,602	99.87%	5,811		409.41%
612125	Employee Benefits	-	-	-	-	**	17,954		-100.00%
1300	City Manager Total	491,375	491,375	68,383	106,353	21.64%	75,231		41.37%
1400	City Clerk								
501110	Salaries-Regular	106,640	106,640	7,788	20,005	18.76%	16,928		18.18%
501115	Salaries-Overtime	1,000	1,000	-	-	0.00%	-		**
502100	Retirement	33,475	33,475	2,537	6,566	19.61%	2,915		125.25%
502105	Workers Comp Insurance	-	-	-	-	**	1,847		-100.00%
502110	Health/Life Insurance	7,645	7,645	1,459	3,761	49.20%	3,235		16.26%
502115	Unemployment Insurance	330	330	2	2	0.61%	-		**
502120	Medicare/Fica	1,545	1,545	105	273	17.67%	225		21.33%
502130	Other Benefit Charges	45	45	-	-	0.00%	-		#DIV/0!
602110	Office Expense	2,250	2,250	51	51	2.27%	216		-76.39%
602115	Postage	250	250	152	152	60.80%	-		**
602120	Books/Periodicals	100	100	-	-	0.00%	-		**
603105	Equipment Maintenance	-	-	-	-	**	4,044		-100.00%
607100	Membership/Dues	350	350	210	520	148.57%	210		147.62%
607110	Travel/Conference/Meetings	530	530	-	-	0.00%	-		**
607115	Training	750	750	-	-	0.00%	-		**
608105	Professional Services	6,000	6,000	200	980	16.33%	1,280		-23.44%
608140	Elections	42,000	42,000	-	(1,444)	-3.44%	603		-339.47%
612105	Vehicle Replacement Charge	585	585	146	146	24.96%	309		-52.75%
612115	Liability Insurance Charge	7,230	7,230	7,221	7,221	99.88%	2,108		242.55%

* = Actual data is reported through September.

Administration - Vasquez
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *			
1400	City Clerk, Continued							
612125	Employee Benefits	-	-	-	-	**	6,513	-100.00%
1400	City Clerk Total	210,725	210,725	19,871	38,233	18.14%	40,433	-5.44%
1510	Information Technology							
501110	Salaries-Regular	71,715	71,715	5,312	13,447	18.75%	-	100.00%
501115	Salaries-Overtime	-	-	199	427	**	-	100.00%
502100	Retirement Charges	23,110	23,110	1,755	4,453	19.27%	-	100.00%
502110	Health/Life Insurance	7,950	7,950	1,214	3,069	38.60%	-	100.00%
502115	Unemployment Insurance	300	300	-	-	0.00%	-	0.00%
502120	Medicare/Fica	1,040	1,040	72	182	17.50%	-	100.00%
502130	Other Benefit Charges	40	40	-	-	0.00%	-	**
602113	Social Media	-	-	-	-	**	23	-100.00%
602140	Materials & Supplies	15,000	15,000	2,175	2,778	18.52%	209	1229.19%
603105	Equipment Maintenance	25,000	25,000	4,373	8,603	34.41%	32,084	-73.19%
604100	Communications	51,480	51,480	4,240	5,680	11.03%	-	100.00%
608100	Contractual Services	105,360	125,855	11,183	76,528	60.81%	-	100.00%
608145	Information Technology	39,750	39,750	3,097	9,102	22.90%	12,951	-29.72%
701050	Computer Software	45,500	102,970	6,425	41,382	40.19%	-	100.00%
701105	Equipment-General	50,000	47,785	6,211	6,845	14.32%	1,961	249.06%
1510	Information Technology Total	436,245	511,995	46,256	172,496	33.69%	47,228	265.24%
TOTAL ADMINISTRATION-VASQUEZ		\$ 1,517,240	\$ 1,592,990	\$ 142,201	\$ 343,660	21.57%	\$ 241,344	42.39%

* = Actual data is reported through September.

Administration - Guzman
September 2020 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2020/21 Adopted	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
101	General Fund							
1410	Personnel/Risk Management							
501110	Salaries-Regular	\$ 79,325	\$ 79,325	\$ 6,102	\$ 15,981	20.15%	\$ 14,945	6.93%
501115	Salaries-Overtime	-	-	-	-	**	-	**
502100	Retirement	17,855	17,855	1,388	3,634	20.35%	1,044	248.08%
502105	Workers Comp Insurance	-	-	-	-	**	353	-100.00%
502110	Health/Life Insurance	6,445	6,445	1,221	3,199	49.64%	3,265	-2.02%
502115	Unemployment Insurance	300	300	-	-	0.00%	-	**
502120	Medicare/Fica	1,150	1,150	89	234	20.35%	219	6.85%
502130	Other Benefit Charges	40	40	-	-	0.00%	-	**
602110	Office Expense	1,400	1,400	30	94	6.71%	371	-74.66%
602115	Postage	200	200	27	27	13.50%	-	#DIV/0!
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	1,357	1,610	16.10%	5,834	-72.40%
608125	Advertising/ Business Dev't	1,800	1,800	-	-	0.00%	175	-100.00%
609125	Employee/Volunteer Recognition	-	-	-	-	**	1,825	-100.00%
612105	Vehicle Replacement Charge	615	615	154	154	25.04%	325	-52.62%
612115	Liability Insurance Charge	-	-	-	-	**	1,870	-100.00%
612125	Employee Benefits	-	-	-	-	**	5,777	-100.00%
1410	Personnel/Risk Management Total	125,855	125,855	10,368	25,083	19.93%	36,428	-31.14%
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	\$ 10,368	\$ 25,083	19.93%	\$ 121,100	-79.29%

* = Actual data is reported through September.

Finance-Bannigan
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *			
101	General Fund							
1500	Finance							
501110	Salaries-Regular	\$ 475,660	\$ 442,535	\$ 22,888	\$ 83,908	18.96%	\$ 92,145	-8.94%
501115	Salaries-Overtime	500	500	-	-	0.00%	-	**
501120	Salaries-Part Time	40,555	40,555	4,305	11,505	28.37%	10,547	9.08%
502100	Retirement	130,350	127,820	6,250	20,850	16.31%	11,384	83.15%
502105	Workers Comp Insurance	-	-	-	-	**	2,356	-100.00%
502110	Health/Life Insurance	26,930	25,490	2,825	6,915	27.13%	9,493	-27.16%
502115	Unemployment Insurance	2,040	1,970	90	144	7.31%	45	220.00%
502120	Medicare/Fica	7,485	6,995	320	1,206	17.24%	2,137	-43.57%
502130	Other Benefit Charges	895	875	-	-	0.00%	-	**
602100	Special Dept Expense	-	-	-	-	**	6,092	-100.00%
602110	Office Expense	7,000	7,000	(35)	75	1.07%	548	-86.31%
602115	Postage	5,000	5,000	286	286	5.72%	-	100.00%
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%	430	-100.00%
608105	Professional Services	102,840	102,840	2,045	5,237	5.09%	1,427	266.99%
608107	Financial Services	17,500	17,500	1,092	2,869	16.39%	-	100.00%
608130	Temporary Help	-	22,570	4,507	4,507	19.97%	-	100.00%
612105	Vehicle Replacement Charge	1,235	1,235	309	309	25.02%	650	-52.46%
612115	Liability Insurance Charge	37,670	37,670	37,622	37,622	99.87%	12,516	200.59%
612125	Employee Benefits	-	-	-	-	**	38,673	-100.00%
1500	Finance Total	860,930	845,825	82,504	175,433	20.74%	189,140	-7.25%
1600	Non-Departmental							
602100	Special Dept Expense	5,000	5,000	-	-	0.00%	4,280	-100.00%
602115	Postage Clearing Account	-	-	-	-	**	2,732	-100.00%
603105	Equipment Maintenance	-	-	-	-	**	7,127	-100.00%
604100	Communications	-	-	-	-	**	621	-100.00%
607115	Training	-	-	-	-	**	(3,363)	-100.00%
608105	Professional Services	-	-	-	-	**	12,000	-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	145,000	-	-	0.00%	23,397	-100.00%
	TOTAL FINANCE	\$ 1,005,930	\$ 990,825	\$ 82,504	\$ 175,433	17.71%	\$ 212,537	-17.46%

* = Actual data is reported through September.

Public Safety - Wren
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *			
101	General Fund							
2100	Law Enforcement							
501110	Salaries-Regular	\$ -	\$ -	\$ -	\$ -	**	18,475	-100.00%
501120	Salaries-Part Time	-	-	-	-	**	2,101	-100.00%
502100	Retirement	-	-	-	-	**	1,290	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	519	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	4,082	-100.00%
502120	Medicare/Fica	-	-	-	-	**	328	-100.00%
602100	Special Dept Expense	-	-	-	166	**	532	-68.80%
602110	Office Expense	1,500	1,500	-	4	0.27%	202	-98.02%
602145	Gas/Oil/Lube	3,000	3,000	105	213	**	-	100.00%
603110	Building Maintenance	-	-	-	-	**	2,820	-100.00%
603125	Vehicle Maintenance	5,000	5,000	1,746	1,746	34.92%	-	100.00%
604100	Communications	60,000	60,000	-	9,781	16.30%	11,747	-16.74%
604105	Utilities	-	-	-	-	**	5,815	-100.00%
607100	Membership/Dues	5,000	5,000	-	4,678	93.56%	4,678	0.00%
607105	Mileage Reimbursement	2,400	2,400	-	-	0.00%	300	-100.00%
607110	Travel/Conference/Meetings	3,400	3,400	-	-	0.00%	-	100.00%
608100	Contractual Services	20,745	20,745	-	-	0.00%	-	100.00%
608160	O.C.S.D. Contract	4,950,475	4,950,475	421,893	1,265,678	25.57%	2,014,409	-37.17%
612105	Vehicle Replacement Charge	8,820	8,820	2,205	2,205	25.00%	-	100.00%
612115	Liability Insurance Charge	-	-	-	-	**	2,722	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,412	-100.00%
2100	Law Enforcement Total	5,060,340	5,060,340	425,949	1,284,471	25.38%	2,078,432	-38.20%
2200	Fire Protection							
608185	O.C.F.A. Contract	3,428,270	3,428,270	927,546	927,546	27.06%	930,561	-0.32%
2200	Fire Protection Total	3,428,270	3,428,270	927,546	927,546	27.06%	930,561	-0.32%
2230	Ambulance Services							
608190	Contractual Ambulance Svcs	5,000	5,000	786	786	15.72%	150	424.00%
2230	Ambulance services Total	5,000	5,000	786	786	15.72%	150	424.00%
2400	Animal Control Services							
608170	Animal Control Services	182,280	182,280	-	44,100	24.19%	42,722	3.23%
2400	Animal Control Services Total	182,280	182,280	-	44,100	24.19%	42,722	3.23%
2500	Public Safety-Other							
501110	Salaries-Regular	56,650	56,650	6,022	12,040	21.25%	-	100.00%
501120	Salaries-Part Time	22,070	22,070	-	4,445	20.14%	-	100.00%
502100	Retirement Charges	19,430	19,430	1,390	3,191	16.42%	-	100.00%
502110	Health/Life Insurance	2,855	2,855	382	504	17.65%	-	100.00%
502115	Unemployment Insurance	405	405	81	81	20.00%	-	100.00%
502120	Medicare/Fica	1,140	1,140	90	246	21.58%	-	100.00%
502130	Other Benefit Charges	15	15	-	-	0.00%	-	**
602110	Office Expense	1,200	1,200	259	259	21.58%	-	100.00%
602115	Postage	100	100	101	101	101.00%	-	100.00%
607115	Training	700	700	-	-	0.00%	-	**
612115	Liability Insurance Charge	27,920	27,920	27,884	27,884	99.87%	-	100.00%
2500	Public Safety-Other Total	132,485	132,485	36,209	48,751	36.80%	-	100.00%
4300	Parking Control							
501110	Salaries-Regular	136,250	136,250	10,056	25,627	18.81%	23,878	7.32%
501120	Salaries-Part Time	11,340	11,340	918	2,622	23.12%	9,264	-71.70%
502100	Retirement	38,910	38,910	2,982	7,600	19.53%	3,415	122.55%
502105	Workers Comp Insurance	-	-	-	-	**	4,191	-100.00%

* = Actual data is reported through September 2020.

Public Safety - Wren
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *			
4300	Parking Control, Continued							
502110	Health/Life Insurance	7,870	7,870	1,040	2,641	33.56%	2,712	-2.62%
502115	Unemployment Insurance	705	705	-	-	0.00%	139	-100.00%
502120	Medicare/Fica	2,140	2,140	162	418	19.53%	488	-14.34%
502130	Other Benefit Charges	265	265	-	-	0.00%	-	**
602110	Office Expense	6,500	6,500	58	58	0.89%	138	-57.97%
602115	Postage	500	500	41	41	8.20%	-	**
602130	Clothing	1,000	1,000	-	-	0.00%	142	-100.00%
604100	Communications	1,000	1,000	-	218	21.80%	109	100.00%
608105	Professional Services	16,000	16,000	2,650	3,512	21.95%	3,327	5.56%
612105	Vehicle Replacement Charge	3,595	3,595	899	899	25.01%	2,095	-57.09%
612115	Liability Insurance Charge	-	-	-	-	**	4,021	-100.00%
612125	Employee Benefits	-	-	-	-	**	12,422	-100.00%
4300	Parking Control Total	226,075	226,075	18,806	43,636	19.30%	66,341	-34.22%
6200	Code Enforcement							
501110	Salaries-Regular	312,675	312,675	23,283	57,814	18.49%	32,629	77.19%
501120	Salaries-Part Time	11,340	11,340	918	2,238	19.74%	-	100.00%
502100	Retirement	83,230	83,230	6,430	16,035	19.27%	5,361	199.10%
502105	Workers Comp Insurance	-	-	-	-	**	3,838	-100.00%
502110	Health/Life Insurance	21,450	21,450	3,288	8,087	37.70%	4,088	97.82%
502115	Unemployment Insurance	1,290	1,290	-	-	0.00%	-	**
502120	Medicare/Fica	4,695	4,695	348	864	18.40%	481	79.63%
502130	Other Benefit Charges	345	345	-	-	0.00%	-	**
602100	Special Dept. Expense	-	-	-	-	**	-	100.00%
602110	Office Expense	1,500	1,500	40	64	4.27%	373	-82.84%
602115	Postage	1,000	1,000	175	175	17.50%	-	100.00%
602160	Code Enforcement Equipment	3,000	3,000	-	-	0.00%	525	-100.00%
603105	Equipment Maintenance	100	100	-	-	0.00%	-	**
604100	Communications	800	800	-	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%
608100	Contractual Services	-	-	630	630	**	630	0.00%
608180	Prosecution/Code Enforcement	75,000	75,000	-	-	0.00%	10,850	-100.00%
612105	Vehicle Replacement Charge	5,580	5,580	1,395	1,395	25.00%	3,254	-57.13%
612115	Liability Insurance Charge	-	-	-	-	**	3,840	-100.00%
612125	Employee Benefits	-	-	-	-	**	11,863	-100.00%
6200	Code Enforcement Total	524,705	524,705	36,507	87,926	16.76%	77,711	13.14%
101	GENERAL FUND TOTAL	\$ 9,559,155	\$ 9,559,155	\$ 1,445,803	\$ 2,437,216	#VALUE!	\$ 3,195,917	-23.74%
102	General Fund (Transactions & Use Tax)							
2100	Law Enforcement							
501110	Salaries-Regular	-	-	-	-	**	7,392	-100.00%
502100	Retirement	-	-	-	-	**	575	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	169	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	66	-100.00%
502120	Medicare/Fica	-	-	-	-	**	111	-100.00%
608160	O.C.S.D. Contract	6,300,000	6,300,000	515,647	1,546,940	24.55%	725,639	113.18%
612105	Vehicle Replacement Charge	-	-	-	-	**	5,142	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	923	-100.00%

* = Actual data is reported through September 2020.

Public Safety - Wren
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *			
2100	Law Enforcement, Continued							
612125	Employee Benefits	-	-	-	-	**	2,853	-100.00%
2100	Law Enforcement Total	6,300,000	6,300,000	515,647	1,546,940	24.55%	743,543	108.05%
2200	Fire Protection							
501110	Salaries-Regular	-	-	-	-	**	1,478	-100.00%
502100	Retirement	-	-	-	-	**	115	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	34	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	13	-100.00%
502120	Medicare/Fica	-	-	-	-	**	22	-100.00%
608185	O.C.F.A. Contract	1,500,000	1,500,000	299,720	299,720	19.98%	248,691	20.52%
612115	Liability Insurance Charge	-	-	-	-	**	185	-100.00%
612125	Employee Benefits	-	-	-	-	**	571	-100.00%
2200	Fire Protection Total	1,500,000	1,500,000	299,720	299,720	19.98%	251,109	19.36%
4300	Parking Control							
501110	Salaries-Regular	-	-	-	-	**	4,435	-100.00%
502100	Retirement	-	-	-	-	**	345	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	102	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	40	-100.00%
502120	Medicare/Fica	-	-	-	-	**	66	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	554	-100.00%
612125	Employee Benefits	-	-	-	-	**	1,712	-100.00%
4300	Parking Control Total	-	-	-	-	**	7,254	-100.00%
6200	Code Enforcement							
501110	Salaries-Regular	-	-	-	-	**	28,941	-100.00%
502100	Retirement	-	-	-	-	**	2,139	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	2,162	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	2,238	-100.00%
502120	Medicare/Fica	-	-	-	-	**	426	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	3,589	-100.00%
612125	Employee Benefits	-	-	-	-	**	11,089	-100.00%
6200	Code Enforcement Total	-	-	-	-	**	50,584	-100.00%
102	TRANSACTIONS AND USE TAX TOT.	\$ 7,800,000	\$ 7,800,000	\$ 815,367	\$ 1,846,660	23.68%	\$ 1,052,490	75.46%
	TOTAL PUBLIC SAFETY	\$ 17,359,155	\$ 17,359,155	\$ 2,261,170	\$ 4,283,876	24.68%	\$ 4,248,407	0.83%

* = Actual data is reported through September 2020.

Public Works - Rigg
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *			
101	General Fund							
3000	Public Works Administration							
501110	Salaries-Regular	\$ 245,015	\$ 256,420	\$ 21,434	\$ 51,568	20.11%	\$ -	100.00%
501120	Salaries-Part Time	14,605	14,605	865	2,764	18.93%	-	100.00%
502100	Retirement Charges	54,390	56,920	4,915	11,823	20.77%	-	100.00%
502110	Health/Life Insurance	16,875	17,800	3,501	8,430	47.36%	-	100.00%
502115	Unemployment Insurance	1,035	1,105	-	-	0.00%	-	**
502120	Medicare/Fica	3,765	3,930	321	782	19.90%	-	100.00%
502130	Other Benefit Charges	345	355	-	-	0.00%	-	**
612115	Liability Insurance Charge	45,985	45,985	45,926	45,926	99.87%	-	100.00%
3000	Public Works Administration Total	382,015	397,120	76,962	121,293	30.54%	-	100.00%
3100	Engineering							
501110	Salaries-Regular	31,730	31,730	3,781	9,821	30.95%	10,687	-8.10%
501115	Salaries-Overtime	700	700	-	89	**	64	39.06%
502100	Retirement	7,145	7,145	860	2,233	31.25%	739	202.17%
502105	Workers Comp Insurance	-	-	-	-	**	1,110	-100.00%
502110	Health/Life Insurance	3,195	3,195	981	2,521	78.90%	2,131	18.30%
502115	Unemployment Insurance	120	120	-	-	0.00%	-	**
502120	Medicare/Fica	460	460	51	134	29.13%	152	-11.84%
502130	Other Benefit Charges	15	15	-	-	0.00%	-	**
602110	Office Expense	1,750	1,750	-	-	0.00%	150	-100.00%
602115	Postage	350	350	225	225	64.29%	-	100.00%
602140	Materials & Supplies	2,500	2,500	189	189	7.56%	611	-69.07%
607100	Membership/Dues	2,000	2,000	115	115	5.75%	-	100.00%
607110	Travel/Conference/Meetings	1,300	1,300	-	-	0.00%	60	-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	1,986	17,833	39.63%	14,400	23.84%
608115	Inspection Services	2,000	2,000	-	-	0.00%	-	**
608120	Plan Checking Services	10,000	10,000	-	2,647	26.47%	2,160	22.55%
612105	Vehicle Replacement Charge	690	690	173	173	25.07%	402	-56.97%
612115	Liability Insurance Charge	-	-	-	-	**	1,308	-100.00%
612125	Employee Benefits	-	-	-	-	**	4,042	-100.00%
3100	Engineering Total	114,955	114,955	8,361	35,980	31.30%	38,016	-5.36%
3200	Public Facilities							
501110	Salaries-Regular	23,665	23,665	1,820	4,676	19.76%	8,941	-47.70%
501115	Salaries-Overtime	300	300	-	-	**	11	-100.00%
502100	Retirement	5,335	5,335	414	1,065	19.96%	670	58.96%
502105	Workers Comp Insurance	-	-	-	-	**	3,878	-100.00%
502110	Health/Life Insurance	1,955	1,955	372	953	48.75%	1,718	-44.53%
502115	Unemployment Insurance	150	150	-	-	0.00%	-	**
502120	Medicare/Fica	345	345	26	68	19.71%	127	-46.46%
502130	Other Benefit Charges	20	20	-	-	0.00%	-	**
602100	Special Dept Expense	2,000	2,000	92	1,857	92.85%	272	582.72%
602110	Office Expense	210	210	-	-	0.00%	19	-100.00%
602130	Clothing	3,500	3,500	926	926	26.46%	1,838	-49.62%
602135	Safety Equipment	500	500	-	563	112.60%	69	715.94%
602140	Materials & Supplies	8,000	8,000	1,374	2,199	27.49%	451	387.58%
603110	Building Maintenance	114,950	114,950	3,849	5,668	4.93%	23,143	-75.51%
604100	Communications	30,000	30,000	158	795	2.65%	4,025	-80.25%
604105	Utilities	130,000	130,000	15,654	30,380	23.37%	20,884	45.47%
608100	Contractual Services	62,000	62,000	4,243	11,847	19.11%	12,109	-2.16%
611110	O.C. Sanitation District User Fee	18,000	18,000	-	-	0.00%	-	**

* = Actual data is reported through September.

Public Works - Rigg
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *			
3200	Public Facilities, Continued							
612105	Vehicle Replacement Charge	3,710	3,710	928	928	25.01%	2,162	-57.08%
612115	Liability Insurance Charge	-	-	-	-	**	1,082	-100.00%
612125	Employee Benefits	-	-	-	-	**	3,343	-100.00%
3200	Public Facilities Total	404,640	404,640	29,856	61,925	15.30%	84,742	-26.93%
3300	Crossing Guard							
608175	Crossing Guard Services	43,000	43,000	-	-	0.00%	4,654	-100.00%
3300	Crossing Guard Total	43,000	43,000	-	-	0.00%	4,654	-100.00%
3400	Parks Maintenance							
501110	Salaries-Regular	63,780	63,780	5,004	11,187	17.54%	9,004	24.24%
501115	Salaries-Overtime	1,000	1,000	269	741	74.10%	213	247.89%
501120	Salaries-Part Time	-	-	-	-	**	2,398	-100.00%
502100	Retirement	14,300	14,300	1,128	2,525	17.66%	709	256.14%
502105	Workers Comp Insurance	-	-	-	-	**	4,731	-100.00%
502110	Health/Life Insurance	4,900	4,900	830	1,837	37.49%	1,410	30.28%
502115	Unemployment Insurance	405	405	-	-	0.00%	-	**
502120	Medicare/Fica	925	925	77	175	18.92%	168	4.17%
502130	Other Benefit Charges	55	55	-	-	0.00%	-	**
602100	Special Dept Expense	5,000	5,000	-	-	0.00%	2,438	-100.00%
603105	Equipment Maintenance	10,000	12,367	932	932	7.54%	892	4.48%
604105	Utilities	143,000	143,000	18,205	21,185	14.81%	30,982	-31.62%
605100	Land Lease	6,020	6,020	-	5,161	85.73%	-	100.00%
608100	Contractual Services	97,500	97,500	1,024	15,284	15.68%	27,930	-45.28%
612105	Vehicle Replacement Charge	4,515	4,515	1,129	1,129	25.01%	2,632	-57.10%
612115	Liability Insurance Charge	-	-	-	-	**	1,313	-100.00%
612125	Employee Benefits	-	-	-	-	**	4,055	-100.00%
3400	Parks Maintenance Total	351,400	353,767	28,598	60,156	17.00%	88,875	-32.31%
3500	Street Maintenance							
501110	Salaries-Regular	100,555	100,555	7,462	18,947	18.84%	19,978	-5.16%
501115	Salaries-Overtime	2,600	2,600	148	546	21.00%	504	8.33%
501120	Salaries-Part Time	-	-	-	-	**	1,499	-100.00%
502100	Retirement	21,915	21,915	1,689	4,315	19.69%	1,775	143.10%
502105	Workers Comp Insurance	-	-	-	-	**	9,904	-100.00%
502110	Health/Life Insurance	7,360	7,360	1,204	3,086	41.93%	3,724	-17.13%
502115	Unemployment Insurance	615	615	-	-	0.00%	-	**
502120	Medicare/Fica	1,465	1,465	112	287	19.59%	311	-7.72%
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	651	921	18.42%	-	100.00%
602140	Materials & Supplies	50,000	50,000	17,134	19,342	38.68%	12,914	49.78%
603105	Equipment Maintenance	2,000	2,000	-	-	0.00%	465	-100.00%
608100	Contractual Services	185,000	185,000	13,956	39,833	21.53%	12,116	228.76%
612105	Vehicle Replacement Charge	9,880	9,880	2,470	2,470	25.00%	5,760	-57.12%
612115	Liability Insurance Charge	-	-	-	-	**	2,593	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,011	-100.00%
710190	Pavement Maintenance	20,000	20,000	-	-	0.00%	-	**
3500	Street Maintenance Total	409,470	409,470	44,826	89,747	21.92%	82,341	8.99%
3600	Storm Drain Maintenance							
603100	Emergency Maintenance Services	5,000	5,000	-	-	0.00%	-	**
608155	Storm Water Monitor Program	120,000	120,000	-	460	0.38%	519	-11.37%
3600	Storm Drain Maintenance Total	125,000	125,000	-	460	0.37%	519	-11.37%

* = Actual data is reported through September.

Public Works - Rigg
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *			
6300	Graffiti Abatement							
501110	Salaries-Regular	39,635	39,635	3,056	6,949	17.53%	-	100.00%
501115	Salaries-Overtime	15,000	15,000	16	67	0.45%	-	100.00%
502100	Retirement Charges	8,925	8,925	694	1,579	17.69%	-	100.00%
502110	Health/Life Insurance	3,325	3,325	629	1,425	42.86%	-	100.00%
502115	Unemployment Insurance	255	255	-	-	0.00%	-	**
502120	Medicare/Fica	575	575	45	102	17.74%	-	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	3.89%	-	100.00%
603105	Equipment Maintenance	5,000	5,000	491	653	13.06%	-	100.00%
612105	Vehicle Replacement Charge	13,985	13,985	3,496	3,496	25.00%	-	**
6300	Graffiti Abatement Total	99,735	99,735	8,427	14,738	14.78%	-	100.00%
	TOTAL PUBLIC WORKS	\$ 1,930,215	\$ 1,947,687	\$ 197,030	\$ 384,299	19.73%	\$ 299,147	28.46%

* = Actual data is reported through September.

Community Service - Bobadilla
September 2020 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Activity			FY 2019/20 Actual*	% Change From Prior Year
				During September	Year to Date Actual *	% of Budget		
101	General Fund							
5100	Parks and Recreation							
501110	Salaries-Regular	\$ 367,335	\$ 367,335	\$ 26,930	\$ 70,069	19.07%	\$ 60,699	15.44%
501120	Salaries-Part Time	87,770	87,770	4,250	9,970	11.36%	13,063	-23.68%
502100	Retirement	96,235	96,235	6,654	17,344	18.02%	5,732	202.58%
502105	Workers Comp Insurance	-	-	-	-	**	3,180	-100.00%
502110	Health/Life Insurance	23,020	23,020	3,563	9,264	40.24%	8,258	12.18%
502115	Unemployment Insurance	2,850	2,850	-	9	0.32%	217	-95.85%
502120	Medicare/Fica	6,600	6,600	446	1,143	17.32%	1,067	7.12%
502130	Other Benefit Charges	1,285	1,285	-	-	0.00%	-	**
602100	Special Dept Expense	4,430	4,430	219	1,585	35.78%	1,660	-4.52%
602110	Office Expense	1,600	1,600	187	187	11.69%	754	-75.20%
602113	Social Media	2,500	2,500	-	-	0.00%	-	**
602115	Postage	400	400	-	240	60.00%	-	100.00%
602150	Recreation Brochure Mailing	8,000	8,000	-	-	0.00%	9,524	-100.00%
603110	Building Maintenance	10,485	10,485	-	-	0.00%	900	-100.00%
607100	Membership/Dues	1,160	1,160	-	-	0.00%	165	-100.00%
607115	Training	1,500	1,500	-	-	0.00%	100	-100.00%
608150	Contractual Recreation Program	8,000	8,000	-	-	0.00%	4,781	-100.00%
609100	Special Events	10,905	10,905	-	-	0.00%	636	-100.00%
609115	Excursions	-	-	-	-	**	410	-100.00%
609200	Senior Citizen Program	1,200	1,200	22	22	1.83%	(28)	-178.57%
612105	Vehicle Replacement Charge	6,800	6,800	1,700	1,700	25.00%	3,928	-56.72%
612115	Liability Insurance Charge	53,705	53,705	53,636	53,636	99.87%	8,881	503.94%
612125	Employee Benefits	-	-	-	-	**	27,442	-100.00%
5100	Parks and Recreation Total	695,780	695,780	97,607	165,169	23.74%	151,369	9.12%
5200	Community Services Center (Beach)							
501120	Salaries-Part Time	-	-	-	97	**	1,962	-95.06%
502105	Workers Comp Insurance	-	-	-	-	**	269	-100.00%
502120	Medicare/Fica	-	-	-	1	**	30	-96.67%
602100	Special Dept Expense	4,820	4,820	-	-	0.00%	954	-100.00%
602110	Office Expense	1,000	1,000	-	-	0.00%	147	-100.00%
603105	Equipment Maintenance	-	-	-	-	**	23	-100.00%
603110	Building Maintenance	6,695	6,695	274	821	12.26%	1,031	-20.37%
604105	Utilities	9,540	9,540	-	-	0.00%	792	-100.00%
612105	Vehicle Replacement Charge	400	400	100	100	25.00%	212	-52.83%
612115	Liability Insurance Charge	-	-	-	-	**	262	-100.00%
612125	Employee Benefits	-	-	-	-	**	810	-100.00%
5200	Community Services Ctr (Beach)	22,455	22,455	374	1,019	4.54%	6,492	-84.30%
5300	Stanton Central Park							
501110	Salaries-Regular	64,085	64,085	4,436	11,522	17.98%	-	100.00%
501120	Salaries-Part Time	77,775	77,775	5,553	12,066	15.51%	34,913	-65.44%
502100	Retirement	14,575	14,575	1,009	2,620	17.98%	-	100.00%
502105	Workers Comp Insurance	-	-	-	-	**	3,553	-100.00%
502110	Health/Life Insurance	5,120	5,120	681	1,769	34.55%	-	100.00%
502115	Unemployment Insurance	1,800	1,800	-	75	4.17%	284	-73.59%
502120	Medicare/Fica	2,055	2,055	147	349	16.98%	561	-37.79%
502130	Other Benefit Charges	1,375	1,375	-	-	0.00%	-	**
602100	Special Dept Expense	2,000	2,000	-	-	0.00%	174	-100.00%
602110	Office Expense	500	500	65	91	18.20%	37	145.95%
604105	Utilities	630	630	-	-	0.00%	192	-100.00%
5300	Stanton Central Park, Continued							

* = Actual data is reported through September.

Community Service - Bobadilla
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *			
612115	Liability Insurance Charge	-	-	-	-	**	3,456	-100.00%
612125	Employee Benefits	-	-	-	-	**	10,680	-100.00%
5300	Stanton Central Park	169,915	169,915	11,891	28,492	16.77%	53,850	-47.09%
5400	Senior Nutrition Program							
501110	Salaries-Regular	-	-	782	2,026	**	-	100.00%
501120	Salaries-Part Time	30,825	30,825	2,643	6,176	20.04%	-	100.00%
502100	Retirement Charges	-	-	178	461	**	-	100.00%
502110	Health/Life Insurance	445	445	132	341	76.63%	-	100.00%
502115	Unemployment Insurance	525	525	-	-	0.00%	-	**
502120	Medicare/Fica	445	445	51	121	27.19%	-	100.00%
502130	Other Benefit Charges	530	530	-	-	0.00%	-	**
5400	Senior Nutrition Program	32,770	32,770	3,786	9,125	27.85%	-	100.00%
		\$ 920,920	\$ 920,920	\$ 113,658	\$ 203,805	22.13%	\$ 211,711	-3.73%
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	\$ 113,658	\$ 203,805	22.13%	\$ 212,210	-3.96%

* = Actual data is reported through September.

Community Development-Lilley
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *	% of Budget		
101	General Fund							
4000	Community Development Administration							
501110	Salaries-Regular	\$ 84,280	\$ 84,280	\$ 5,987	\$ 13,996	16.61%	\$ -	100.00%
502100	Retirement Charges	20,155	20,155	1,568	3,705	18.38%	-	100.00%
502110	Health/Life Insurance	4,300	4,300	691	1,721	40.02%	-	100.00%
502115	Unemployment Insurance	195	195	-	82	42.05%	-	100.00%
502120	Medicare/Fica	1,225	1,225	84	196	16.00%	-	100.00%
502130	Other Benefit Charges	20	20	-	-	0.00%	-	**
602110	Office Expense	1,300	1,275	229	253	19.84%	-	100.00%
602120	Books/Periodicals	75	340	-	99	29.12%	-	100.00%
612115	Liability Insurance Charge	38,310	38,310	38,261	38,261	99.87%	-	100.00%
4000	Community Development Administration Total	149,860	150,100	46,820	58,313	38.85%	-	100.00%
4100	Planning							
501110	Salaries-Regular	293,290	293,290	14,827	43,769	14.92%	28,044	56.07%
501115	Salaries-Overtime	1,000	1,000	213	478	47.80%	-	100.00%
501120	Salaries-Part Time	-	-	-	-	**	2,319	-100.00%
501125	Salaries-Appointed	9,000	9,000	554	1,679	18.66%	1,938	-13.36%
502100	Retirement	67,165	67,165	3,353	9,604	14.30%	2,801	242.88%
502105	Workers Comp Insurance	-	-	-	-	**	1,029	-100.00%
502110	Health/Life Insurance	24,810	24,810	2,045	5,877	23.69%	4,562	28.83%
502115	Unemployment Insurance	1,080	1,080	-	137	12.69%	238	-42.44%
502120	Medicare/Fica	4,380	4,380	222	652	14.89%	522	24.90%
502130	Other Benefit Charges	270	270	-	-	0.00%	-	**
602110	Office Expense	-	-	-	(99)	**	129	-176.74%
602115	Postage	200	200	313	313	156.50%	-	100.00%
607100	Membership/Dues	2,000	2,000	-	-	0.00%	603	-100.00%
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	154	154	25.04%	325	-52.62%
612115	Liability Insurance Charge	-	-	-	-	**	5,425	-100.00%
612125	Employee Benefits	-	-	-	-	**	16,763	-100.00%
4100	Planning Total	420,610	720,370	21,681	62,564	8.68%	64,674	-3.26%
4200	Building Regulation							
501110	Salaries-Regular	70,030	70,030	5,032	12,858	18.36%	11,046	16.40%
502100	Retirement	15,835	15,835	1,140	2,915	18.41%	814	258.11%
502105	Workers Comp Insurance	-	-	-	-	**	273	-100.00%
502110	Health/Life Insurance	4,765	4,765	841	2,217	46.53%	2,012	10.19%
502115	Unemployment Insurance	330	330	-	27	8.18%	-	100.00%
502120	Medicare/Fica	1,015	1,015	71	182	17.93%	167	8.98%
502130	Other Benefit Charges	45	45	-	-	0.00%	-	**
602110	Office Expense	1,000	1,000	33	33	3.30%	80	-58.75%
602115	Postage	500	500	43	43	8.60%	-	100.00%
602120	Books/Periodicals	400	400	-	-	0.00%	76	-100.00%
607100	Membership/Dues	135	135	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	200	200	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	-	0.00%	299	-100.00%
608115	Inspection Services	457,795	457,795	238,470	238,420	52.08%	99,714	139.10%
608135	Microfilming	10,000	10,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	-	-	-	-	**	17	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,413	-100.00%
612125	Employee Benefits	-	-	-	-	**	4,366	-100.00%
4200	Building Regulation Total	563,050	563,050	245,630	256,695	45.59%	120,277	113.42%

* = Actual data is reported through September 2020.

Community Development-Lilley
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *			
4400	Business Relations							
607115	Training	500	500	-	-	0.00%	-	**
608105	Professional Services	20,000	20,000	-	-	0.00%	-	**
608145	Information Technology	600	600	50	50	8.33%	-	100.00%
4400	Business Relations	21,100	21,100	50	50	0.24%	-	100.00%
101	GENERAL FUND TOTAL	\$ 1,154,620	\$ 1,454,620	\$ 314,181	\$ 377,622	25.96%	\$ 184,951	104.17%
102	General Fund (Transactions & Use Tax)							
4400	Business Relations							
501110	Salaries-Regular	-	-	-	-	**	2,215	-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%
607100	Membership/Dues	-	-	-	-	**	275	-100.00%
607110	Travel/Conference/Meetings	-	-	-	-	**	190	-100.00%
608125	Advertising/ Business Dev't	-	-	-	-	**	50	-100.00%
612105	Vehicle Replacement Charge	-	-	-	-	**	357	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,037	-100.00%
612125	Employee Benefits	-	-	-	-	**	3,204	-100.00%
4400	Business Relations					**	8,002	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ -	\$ -	\$ -	**	\$ 8,002	-100.00%
	TOTAL COMMUNITY DEVELOPMENT	\$ 1,154,620	\$ 1,454,620	\$ 314,181	\$ 377,622	25.96%	\$ 192,953	95.71%

* = Actual data is reported through September 2020.

Transfers to Other Funds-Bannigan
September 2020 General Fund Expenditures (25% 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 September	Year to Date Actual *			
101	General Fund							
1600	Non-Departmental							
800250	Transfer to Fact Grant	\$ 24,750	\$ 24,750	\$ 6,188	\$ 6,188	25.00%	\$ 38,000	-83.72%
800251	Transfer to Senior Transportation Fund	9,430	9,430	524	770	8.17%	-	100.00%
	TOTAL TRANSFERS OUT	\$ 34,180	\$ 34,180	\$ 6,712	\$ 6,958	20.36%	\$ 38,000	-81.69%

* = Actual data is reported through September 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)	2,577,600	4,678,926	7,256,526
Total Fund Balance (Reserves & Available Fund Balance) as of June 30, 2020 ⁽¹⁾	15,839,335	4,678,926	20,518,261
Estimated increase (decrease) of fund balance during Fiscal Year 2020-21 - per change	2,577,605	(3,727,065)	(1,149,460)
Total Projected Fund Balance (Reserves & Available Fund Balance) as of June 30, 2021	\$ 18,416,940	\$ 951,861	\$ 19,368,801

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

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

DATE: NOVEMBER 24, 2020

**SUBJECT: LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA
DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS
ADJACENT TO 12736 BEACH BOULEVARD**

REPORT IN BRIEF:

The development of the property at 12736 Beach Boulevard will include landscaping along Beach Boulevard. The California Department of Transportation owns the right of way where the landscaping will be placed. They are requiring that the City enter into an agreement to maintain this landscaping in the event it is not properly maintained by the adjacent property owner.

RECOMMENDED ACTION:

1. City Council declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve an agreement with the California Department of Transportation to maintain the landscape improvements in the public right of way on Beach Boulevard; and
3. Authorize the Mayor and City Manager to bind the City of Stanton and the California Department of Transportation in said agreement.

BACKGROUND:

As part of the Beach Boulevard Livability Plan requirements, new developments on Beach Boulevard are required to beautify the street with new landscaping. The California Department of Transportation (Caltrans) requires that the City enter into an agreement to maintain said landscaping in the event that the property owner who has installed said landscaping does not maintain it to the Caltrans' standards.

ANALYSIS/JUSTIFICATION:

The agreement is a necessary step in the installation of the landscaping on Beach Boulevard.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping.

LEGAL REVIEW:

The City Attorney's office has reviewed and approved the agreement.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by:

s/ Allan Rigg

Allan Rigg, PE AICP
Director of Public Works

Approved by:

s/ Jarad Hildenbrand

Jarad Hildenbrand
City Manager

Attachment:

(1) Landscape Maintenance Agreement for Permit #1220-GMC-0415

Attachment: A

LANDSCAPE MAINTENANCE AGREEMENT WITHIN STATE HIGHWAY RIGHT OF WAY ON STATE ROUTE 39 WITHIN THE CITY OF STANTON

THIS AGREEMENT is made effective this _____ day of _____, 2020, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Stanton; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number #: 1220-GMC-0415.
2. This Agreement addresses CITY responsibility for the landscaping, planting, separate irrigation, mulches, litter and weed removal (collectively the "LANDSCAPING") as well as CITY responsibility for the new reconstructed driveway, curb, gutter, and asphalt patch only at new reconstructed driveway, sidewalk (collectively the "IMPROVEMENTS") placed within State Highway right of way on State Route 39, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING and IMPROVEMENTS as shown on said Exhibit "A."
 - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:
 - 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
 - 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
 - 2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

- 2.11. CITY will prevent any flow from 12736 Beach Boulevard, Stanton, California to enter STATE right-of-way.
- 2.12. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. CITY shall report all chemical spray operations quarterly (using the most current Form LA - 17) to the STATE at the address below:

Department of Transportation
District 12, Maintenance
Maintenance Manager
1750 East Fourth Street, Suite 100
Santa Ana, CA 92705

Form LA – 17 is attached hereto as Exhibit “B”.

- 2.13. To remove LANDSCAPING, IMPROVEMENTS, and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 2.14. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
- 2.15. To inspect LANDSCAPING and IMPROVEMENTS on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
- 2.16. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING and IMPROVEMENTS system component that has become unsafe or unsightly.
- 2.17. To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING and IMPROVEMENTS in an expeditious manner.
- 2.18. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING and IMPROVEMENTS.
- 2.19. To allow random inspection of LANDSCAPING, IMPROVEMENTS, street lighting systems, sidewalks/bike paths and signs by a STATE representative.

2.20. To keep the entire landscaped area policed and free of litter and deleterious material. To avoid any trash or debris entering the State right-of-way.

2.21. All work by or on behalf of CITY will be done at no cost to STATE.

3. STATE agrees to do the following:

3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.

3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.

4. LEGAL RELATIONS AND RESPONSIBILITIES:

4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.

4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING and IMPROVEMENTS to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING and IMPROVEMENTS at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING and IMPROVEMENTS, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.

4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by

CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

- 5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts
- 5.3. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE along with a signed copy of this Agreement.
- 5.4. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
6. TERMINATION -This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

7. TERM OF AGREEMENT-This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF STANTON

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
David Shawver
Mayor

LAURIE BERMAN
Director of Transportation

Initiated and Approved

By: _____
Jarad Hildenbrand
City Manager

By: _____
Dina El-Tawansy
Deputy District Director
Operations and Maintenance
District 12

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

As to Form and Procedure:

By: _____
Hongdao Nguyen
City Attorney

EXHIBIT "A"

LANDSCAPING AND IMPROVEMENTS

(ATTACHED)

EXHIBIT "A"

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 SOUTH, RANGE 11 WEST AS SHOWN ON SHEET 2 OF 2 ATTACHED HERETO.



**ALDEN &
SSOCIATES**

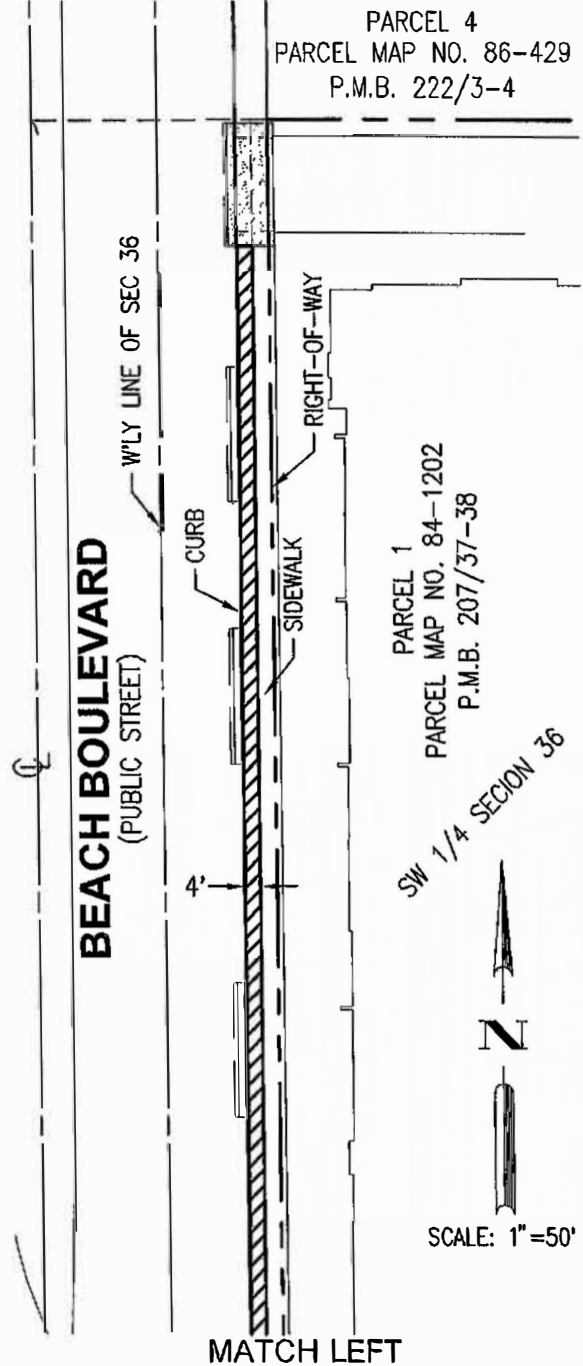
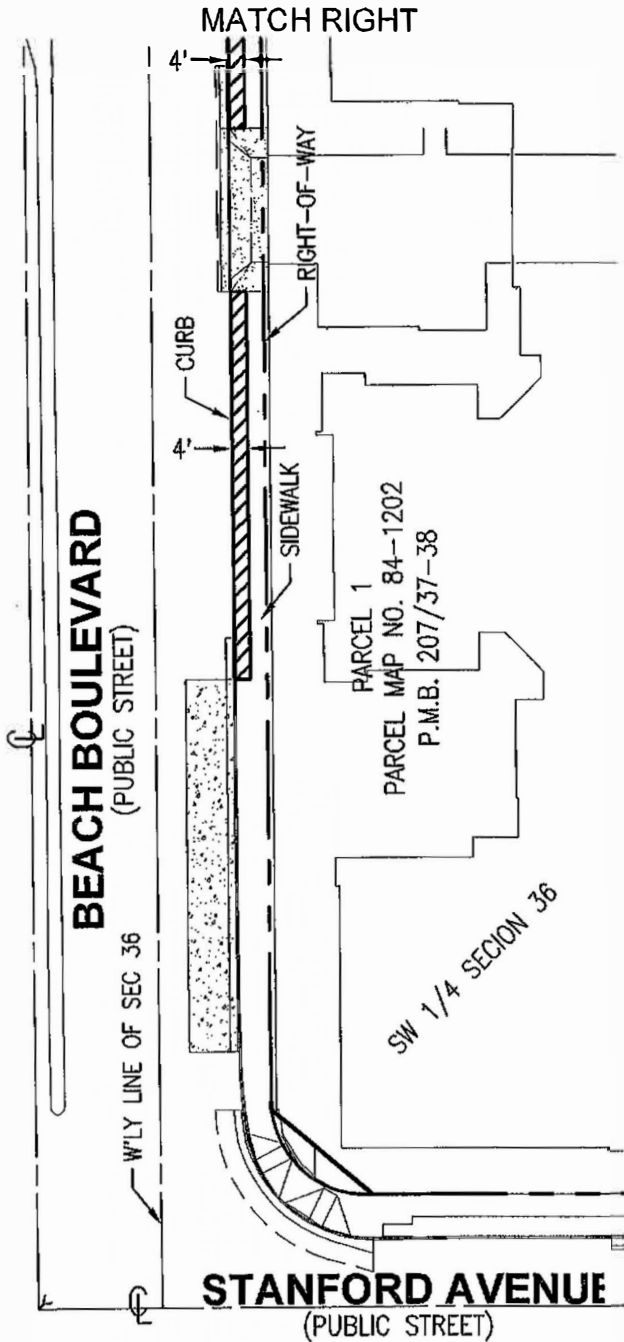
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
2552 WHITE ROAD, SUITE B• IRVINE, CA 92614-6236
(949) 660-0110 FAX: 660-0418

EXHIBIT "A"
VRV - 12736 BEACH BLVD., STANTON, CA
LANDSCAPE MAINTENANCE AGREEMENT
STATE OF CALIFORNIA - CITY OF STANTON

W.O. No. 1995-948-001
Engr. S.D.B. Chk'd. D.B.

Date 11/17/2020
Sheet 1 of 2

EXHIBIT "A"



LANDSCAPE MAINTENANCE AREA
WITHIN STATE RIGHT-OF-WAY
TO BE MAINTAINED BY
CITY OF STANTON

SCALE: 1"=50'



**ALDEN &
ASSOCIATES**

CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
2552 WHITE ROAD, SUITE B • IRVINE, CA 92614-6236
(949) 660-0110 FAX: 660-0418

EXHIBIT "A"

**VRV - 12736 BEACH BLVD., STANTON, CA
LANDSCAPE MAINTENANCE AGREEMENT
STATE OF CALIFORNIA - CITY OF STANTON**

W.O. No. 1995-948-001
Engr. S.D.B. Chk'd. D.B.

Date 11/17/2020
Sheet 2 of 2

EXHIBIT "B"

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
REPORT OF CHEMICAL SPRAY OPERATIONS (LA – 17 (REV. 04/2001)
(ATTACHED)

REPORT OF CHEMICAL SPRAY OPERATIONS

CONTRACTOR	WEEK ENDING DATE	PROJECT DESCRIPTION	PROEJCT NUMBER
CHEMICAL MIXTURE AND PERCENT ACTIVE MATERIAL	A	B	C
WATER RATE			
APPLICATION PER SQUARE FOOT OR ACRE			

CHECK PROPER BOX										PLANTING SPRAYED				PEST KILLED				DESCRIPTION OF AREA (STA., LOOP, ETC.)				
DAY	WINDY	CALM	A.M.	P.M.	CLOUDY	SUNNY	CHEMICAL USED				TREES	SHRUBS	IVY	ICE PLANT	P.M.	GROUND COVER	GRASS		BROADLEAF	STOLONS	SCALE, MOTH, ETC.	DISEASE
							A	B	C	D												
MON																						
TUE																						
WED																						
THU																						
FRI																						
SAT																						

RESIDENT ENGINEER COMMENTS: <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>	CONTRACTOR'S REPRESENTATIVE <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>
COPY TO: DISTRICT _____ MAINTENANCE FOR FILE	

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 24, 2020

SUBJECT: ADOPT RESOLUTION APPROVING THE ANNUAL MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2020

REPORT IN BRIEF:

Orange County Local Transportation Authority Ordinance No. 3 ("Ordinance") requires that the City adopt a resolution approving an Annual Measure M2 Expenditure Report. This report accounts for the City's share of Measure M2 revenues, developer/traffic impact fees, and the funds that were expended to satisfy the City's Maintenance of Effort requirements (MOE). The Annual Measure M Expenditure Report for the fiscal year ended June 30, 2020, has been included as Exhibit A to the Resolution (Attachment A).

The City's MOE requirement for Fiscal Year 2019-20 was \$245,213. This benchmark represents the minimum amount that the City was required to spend on local street and road activities using local discretionary monies (i.e. City's General Fund revenues). Actual MOE expenditures incurred by the City's General Fund during the period from July 1, 2019, through June 30, 2020, were \$293,941 (Exhibit A, page 3). Therefore, the City was in compliance with this requirement for Fiscal Year 2019-20.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Adopt Resolution No. 2020-48 approving the Annual Measure M2 Expenditure Report for the Fiscal Year Ended June 30, 2020; and
3. Direct staff to submit the report with OCTA.

BACKGROUND:

Orange County voters approved the renewed Measure M (referred to as Measure M2) program on November 7, 2006. Measure M2 is a 30-year, multi-billion-dollar program that extended the original Measure M (1991-2011) program with a new list of projects and activities to be managed by OCTA. With the passage of Measure M2, additional eligibility requirements were required to be established and maintained by the City for the City to receive Measure M2 Fair Share funds, which represent the City's proportionate share of the half-cent transportation sales tax. The Ordinance requires that the City adopt a resolution each year to approve the Annual Measure M2 Expenditure Report. The report is required to be submitted to OCTA by December 31st annually.

ANALYSIS/JUSTIFICATION:

A summary of the City's Measure M2 funding activity for the fiscal year ended June 30, 2020, is presented in Exhibit A, page 1. The City received a total of \$738,793 in M2 revenues (Measure M2 Fair Share funds and interest revenue) during the period from July 1, 2019, through June 30, 2020 (Exhibit A, page 2). The City incurred \$566,518 in M2 expenditures during the period from July 1, 2019, through June 30, 2020 (Exhibit A, page 2) for the following:

Description	Fiscal Year 2019-20 Expenditures
Fiscal Year 2019-20 Street Improvement Program	\$ 551,340
Senior Mobility Transportation Program	<u>15,178</u>
Total Fiscal Year 2019-20 M2 expenditures	<u><u>\$ 566,518</u></u>

As of June 30, 2020, the City had holding unspent funds of \$575,252 for the following:

Program	Amount
Local Fair Share	\$ 538,250
Senior Mobility Transportation Program	<u>37,002</u>
Total Funds on Hand as of June 30, 2020	<u><u>\$ 575,252</u></u>

FISCAL IMPACT:

Not applicable.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

The City Attorney reviewed the Resolution as to form.

PUBLIC NOTIFICATION:

Through the normal agenda notification process.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Government

Prepared by:

Approved:

s/ Michelle Bannigan

s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachment:

- A. Resolution No. 2020-48

RESOLUTION NO. 2020-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF STANTON FOR THE FISCAL YEAR ENDED JUNE 30, 2020

WHEREAS, local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 Funds; and

WHEREAS, local jurisdictions are required to adopt an annual Expenditure Report as part of one of the eligibility requirements; and

WHEREAS, local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the Expenditure Report that satisfy the Maintenance of Effort requirements; and

WHEREAS, the Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

WHEREAS, the Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY INFORM OCTA THAT:

SECTION 1: The M2 Expenditure Report for the fiscal year ended June 30, 2020 ("Exhibit A"), is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year and balances at the end of fiscal year.

SECTION 2: The M2 Expenditure Report for the fiscal year ended June 30, 2020, is hereby adopted by the City of Stanton.

SECTION 3: The City of Stanton Finance Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ended June 30, 2020.

SECTION 4: The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 24th day of November 2020.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2020-48 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on November 24, 2020, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Beginning and Ending Balances

Description	Line No.	Amount	Interest
Balances at Beginning of Fiscal Year			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 378,033	\$ 18,877
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 5,985	\$ 82
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other*	12	\$ -	\$ -
Balances at Beginning of Fiscal Year	13	\$ 384,018	\$ 18,959
Monies Made Available During Fiscal Year	14	\$ 730,071	\$ 8,722
Total Monies Available (Sum Lines 13 & 14)	15	\$ 1,114,089	\$ 27,681
Expenditures During Fiscal Year	16	\$ 538,837	\$ 27,681
Balances at End of Fiscal Year			
A-M Freeway Projects	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q Local Fair Share	20	\$ 538,250	\$ -
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 37,002	\$ -
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ -	\$ -
Other*	28	\$ -	\$ -

* Please provide a specific description

City of Stanton

M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Sources and Uses

Schedule 2

Description		Line No.	Amount	Interest
Revenues:				
A-M	Freeway Projects	1	\$ -	\$ -
O	Regional Capacity Program (RCP)	2	\$ -	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q	Local Fair Share	4	\$ 683,958	\$ 8,722
R	High Frequency Metrolink Service	5	\$ -	\$ -
S	Transit Extensions to Metrolink	6	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 46,113	\$ -
V	Community Based Transit/Circulators	9	\$ -	\$ -
W	Safe Transit Stops	10	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
	Other*	12	\$ -	\$ -
TOTAL REVENUES (Sum lines 1 to 12)		13	\$ 730,071	\$ 8,722
Expenditures:				
A-M	Freeway Projects	14	\$ -	\$ -
O	Regional Capacity Program (RCP)	15	\$ -	\$ -
P	Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
Q	Local Fair Share	17	\$ 523,741	\$ 27,599
R	High Frequency Metrolink Service	18	\$ -	\$ -
S	Transit Extensions to Metrolink	19	\$ -	\$ -
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
U	Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ 15,096	\$ 82
V	Community Based Transit/Circulators	22	\$ -	\$ -
W	Safe Transit Stops	23	\$ -	\$ -
X	Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
	Other*	25	\$ -	\$ -
TOTAL EXPENDITURES (Sum lines 14 to 25)		26	\$ 538,837	\$ 27,681
TOTAL BALANCE (Subtract line 26 from 13)		27	\$ 191,234	\$ (18,959)

* Please provide a specific description

M2 Expenditure Report
Fiscal Year Ended June 30, 2020
Streets and Roads Detailed Use of Funds

Type of Expenditure	Line No.	MOE	Developer / Impact Fees ³	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 ²	Other M2 Interest ²	Other*	TOTAL
Indirect and/or Overhead	1	\$ 101,227	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,976	\$ -	\$ -	\$ 103,203
Construction & Right-of-Way															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ -	\$ 140,200	\$ -	\$ -	\$ -	\$ -	\$ 523,741	\$ 27,599	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 691,540
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pedestrian Ways & Bikepaths	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction¹	8	\$ -	\$ 140,200	\$ -	\$ -	\$ -	\$ -	\$ 523,741	\$ 27,599	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 691,540
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Construction & Right-of-Way	10	\$ -	\$ 140,200	\$ -	\$ -	\$ -	\$ -	\$ 523,741	\$ 27,599	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 691,540
Maintenance															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Lights & Traffic Signals	13	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 192,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 192,714
Total Maintenance¹	16	\$ 192,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 192,714
Other	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,120	\$ 82	\$ -	\$ 13,202
GRAND TOTALS (Sum Lines 1, 10, 16, 17)	18	\$ 293,941	\$ 140,200	\$ -	\$ -	\$ -	\$ -	\$ 523,741	\$ 27,599	\$ -	\$ -	\$ 15,096	\$ 82	\$ -	\$ 1,000,659
Finance Director Confirmation	19	<p>Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures.</p> <p>Finance Director initial: _____</p>													

¹ Includes direct charges for staff time² Other M2 includes A-M, R,S,T,U,V, and W (Senior Mobility Transportation Program)

+ Transportation related only

* Please provide a specific description

³ Cerritos Avenue Widening Project**Legend**

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

[illegible]

M2 Expenditure Report
Fiscal Year Ended June 30, 2020

I hereby certify that:

- ☒ All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;
- ☒ The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;
- ☒ The City/County of Stanton is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for M2 Eligibility purposes;
- ☒ The City/County's Expenditure Report is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties;" and
- ☒ The City/County of Stanton has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to the level of its maintenance of effort requirement.

Michelle Bannigan
Director of Finance (Print Name)

11-5-2020
Date

Michelle Bannigan
Signature

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 24, 2020

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE 2020 SEWER REPLACEMENT PROJECT TO GRBCON BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

The six (6) bids received for the 2020 Sewer Replacement Project were opened on October 12, 2020. Based on the post-bid analysis, staff recommends the bid submitted by GRBCON, Inc. to be responsible and responsive.

The construction cost for the Sewer Condition Improvement Project is estimated at \$239,158.80, which includes a 10-percent contingency and 10-percent for construction management services.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approve the plans and specifications for the 2020 Sewer Replacement Project; and
3. Award a construction contract for the 2020 Sewer Replacement Project to the lowest responsible bidder, GRBCON, Inc. for the amount of \$199,299.00; and
4. Authorize the City Manager to bind the City of Stanton and GRBCON in a contract for the construction of the 2020 Sewer Replacement Project; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

BACKGROUND:

The City's Sewer Master Plan identifies condition improvement recommendations and capacity improvement recommendations. The 2020 Sewer Improvement Project will address deficiencies classified as "major". This location has experienced numerous sewer issues in the past.

The estimated project cost of \$239,158.80 is as follows:

Base Bid (GRBCON)	\$ 199,299.00
Construction Contingency (10%)	\$ 19,929.90
Construction Management Cost (10%)	\$ 19,929.90
Total Estimated Project Cost (rounded up to nearest hundred)	\$ 239,158.80

This project will require construction management services which are expected to cost approximately 10-percent of the contract cost which has been included in the table above. The contract for construction management services will be brought back before City Council when a pre-qualified firm has been selected to perform the services.

ANALYSIS/JUSTIFICATION:

The project was advertised for bids on September 24, 2020. Notices announcing the solicitation of bids for this project were posted local on F.W. Dodge publication known as the "Green Sheets" and on Bid America. Staff also sent the notice inviting bids to local contracting companies familiar with the City that have bid on similar projects locally.

The bids were publicly opened on October 12th, 2020 at 2:00 p.m. Six (6) bids were received:

Rank	Company	Bid
1	GRBCON, Inc.	\$ 199,299.00
2	Ramona Inc.	\$ 210,250.00
3	Excel Paving Co.	\$ 237,100.00
4	Kordich Construction, Inc.	\$ 295,740.00
5	GRFCO, Inc.	\$ 421,200.00
6	Kana Pipeline, Inc.	\$ 458,075.00

Staff has reviewed the submitted bid documents and found GRBCON, Inc. in compliance with the contract documents. A check of the references submitted indicates that the bidder has successfully completed similar projects within Southern California. Upon successful execution of the contract documents, the project is expected to begin construction in November. The contractor will have approximately ten (10) weeks to complete the project.

The item was presented at the November 10, 2020 City Council meeting. Mayor Shawver directed that staff pursue the possibility of having the Orange County Sanitation District (District) perform the work on behalf of the City and for the City to compensate the District for the work.

Staff has reached out to the District and has spoken to two staff members. The District does not have any local projects that would make logistical sense to add our project onto. Even if it did, they believe the construction costs would exceed that have been obtained through the low-bid process and that the project would take longer to complete. As such staff believes the City should award the project to GRBCON, Inc.

FISCAL IMPACT:

This project was budgeted for the FY 20/21 Capital Improvement Program. Funds for the project are available in the Sewer Maintenance Fund account number 305-3001-730105. This project will not have any impact on the General Fund.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by:
s/ Allan Rigg

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

Concur:
s/Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:
s/ Jarad L. Hildenbrand

Jarad Hildenbrand
City Manager

Attachments:

1) 2020 Sewer Replacement Project Contract

Attachment: A

CITY OF STANTON CONTRACT

2020 Sewer Replacement Project

I.

This Contract is made and entered into on the 10th Day of November 2020 by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and GRBCON, 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: \$199,299.00.

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 one hundred ninety-nine thousand and two hundred ninety-nine dollars and zero cents (\$ 199,299.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within **Thirty (30)** working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is not completed within the time specified in this Contract. The City and Contractor hereby represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within

the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

VIII. MISCELLANEOUS

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

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

IX.

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

X.

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

XI.

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

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

CITY OF STANTON:

[CONTRACTOR]:

By: _____

CITY MANAGER

ATTEST:

By: _____

CITY CLERK

APPROVED AS TO FORM:

By: _____

CITY ATTORNEY

By: _____

(Corporate Officer)

Title: _____

Print Name: _____

By: _____

(Corporate Officer)

Title: _____

Print Name: _____

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 GRBCON, Inc. (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of the paving of sewer improvement, 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 November 10, 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.

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 GRBCON, Inc. (hereinafter designated as the "Contractor"), a contract dated November 10, 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 sewer improvements, 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 PROPOSAL

Bidders Name GRBLON, Inc.

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

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

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

Accompanying this proposal is ^{BID} BOND (Insert "cash", "a Cashier's Check", "a certified check", or "a Bidder's Bond in the form furnished by the City", as the case may be) in the amount of \$ 10,000, an amount equal to at least ten percent (10%) of the total aggregate bid price based on the quantities shown and the unit prices quoted. The undersigned bidder agrees that should bidder be awarded the Contract on the basis hereof and thereafter fail or refuse to enter into a Contract and provide the required evidence of insurance and bonds within fourteen (14) calendar days after written notice of the award, the cash, check or bond shall be forfeited to the city in accordance with Public Contract Code section -20172, except as otherwise provided in Public Contract Code section -20174. The undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

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

BID SHEET **2020 SEWER REPLACEMENT PROJECT**

BIDDERS NAME: GABCON, Inc.

PRINT or Type

<p style="text-align: center;">BID SCHEDULE A</p> <p style="text-align: center;">2020 SEWER REPLACEMENT PROJECT</p>					
#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
A-1	MOBILIZATION, DEMOBILIZATION, AND CLEANUP	1	LS	6534-	6,534-
A-2	SURVEY, STAKING, AND MONUMENT PRESERVATION	1	LS	2904	2,904-
A-3	UTILITY LOCATING, POTHOLING, & COORDINATION	1	LS	5967	5,967-
A-4	SHEETING, SHORING & BRACING (INCLUDES CAL OSHA PERMIT)	1	LS	8361	8,361-
A-5	REMOVE EXISTING 8" VCP SEWER MAIN AND INSTALL 12" VCP SEWER MAIN	330	LF	291-	96,030-
A-6	REMOVE AND REPLACE CHIMNEY SEWER CONNECTION AND LATERAL	1	EA	6357	6,357-
A-7	CORE DRILL EXISTING MANHOLE, CONNECT NEW 12" VCP	6	EA	1600	9,600-
A-8	REMOVE AND REPLACE COLORED PCC PAVEMENT, IN KIND	100	SF	66.45	6,645-
A-9	COLD MILL EXISTING PAVEMENT 1.5" AND CONSTRUCT 1.5" AC OVERLAY	4,300	SF	8.17	35,131-
A-10	REMOVE AND REPLACE PCC DRIVEWAY, IN KIND	50	SF	83.68	4,184-
A-11	REMOVE AND REPLACE PCC VALLEY GUTTER, IN KIND	50	SF	21.18	1,059-
A-12	SIGNING AND STRIPING REPAIRS	1	LS	3025-	3,025-
A-13	TRAFFIC CONTROL AND NOTICING	1	LS	9680-	9,680-
A-14	SEWER FLOW BY-PASS SYSTEM	1	LS	1422	1,422-
A-15	CONCRETE BLANKET PROTECTION (ALLOWANCE)	3	EA	800-	2,400-

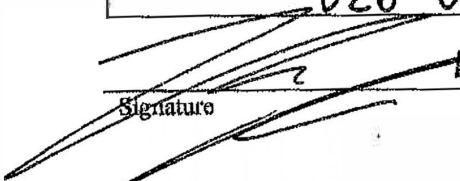
Total Base Bid Schedule A in NUMBERS:	199,299 -
--	-----------

Total Base Bid Schedule A in WORDS:	ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED NINETY NINE Dollars and NO Cents
--	--

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. 1012408, Class A (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder	GIBSON . INC.
Business Address	5114 Elton Street, Baldwin Park, CA. 91706
Business Tel. No.	626-699-2380

Signature	Date	Title
	10/12/20	PRESIDENT / SECT.

Signature	Date	Title

Signature	Date	Title

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

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 Los Angeles

On OCT 12 2020 before me, Senka Grbavac, Notary Public
(insert name and title of the officer)

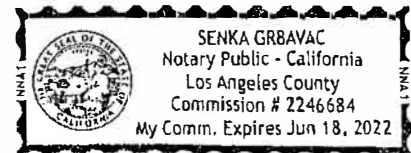
personally appeared Kriston Grbavac, President
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

(Seal)



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: GRBCON, Inc.

Business Address: 5114 Elton Street, Baldwin Park, CA. 91706
Telephone and Fax Number: 626-699-2380 & 626-699-2457

California State Contractor's License No. and Class: 1012408, A, C-42
(REQUIRED AT TIME OF AWARD)

Original Date Issued: 3/29/16 Expiration Date: 3/31/2022

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:

John Gavigan, PM

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

Name	Title	Address	Telephone
<u>Kristion Grbavac</u>	<u>Pres</u>	<u>5114 Elton Street, Baldwin Park, CA. 91706</u>	<u>626-699-2380</u>
<u>Gordon A. Grbavac</u>	<u>VP.</u>	<u>" " " " " " " "</u>	<u>" " " " " " " "</u>
<u>Gordon Grbavac, Sr.</u>	<u>VP, RMO</u>	<u>" " " " " " " "</u>	<u>" " " " " " " "</u>

Corporation organized under the laws of the State of California

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

NA

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

NA

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;

NA

Briefly summarize the parties' claims and defenses;

NA

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

NA

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

NA

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

NA

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

NA

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...)
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)

N/A

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

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

(Signature of Notary Republic)

(SEAL)

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

(Signature)

(Title)

10/12/2020

(Date)

(Signature of Secretary of Corporation)

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 Los Angeles)

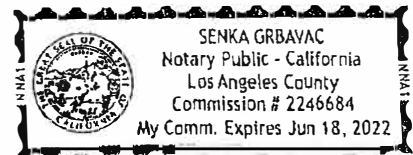
On OCT 12 2020 before me, Senka Grbavac, Notary Public
(insert name and title of the officer)

personally appeared Kristion Grbavac, President
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 *Senka Grbavac* (Seal)



REFERENCES

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

Bidders Name GRB CON, 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 WORK ORDER #7

Project Description POINT REPAIR AND MH REHABILITATION

Approximate Construction Dates From to JAN 2020 - FEB 2020

Agency Name City of Anaheim

Contact Person Jonathan Heffernan Telephone ((714) 765-6903)

Original Contract Amount \$ 24,900 Final Contract Amount \$ 40,031

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

ADDITIONAL REPAIR LOCATION ADDED

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 FY20 COVINA SEWER MAIN

Project Description UPSIZE SEWER MAIN & INSTALL NEW MHS.

Approximate Construction Dates From MAR 2020 to MAY 2020

Agency Name City of Covina

Contact Person Rafael Fajardo Telephone ((626) 384-5400)

Original Contract Amount \$ 438,630 Final Contract Amount \$ 540,757

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

ADDITIONAL LIMITS TO PIPE & ADDITIONAL
PAVING

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 GUENDAKS SEWER

Project Description 2600 LF of 15" & 18" VCP

Approximate Construction Dates From July 19 to ~~FEB 19~~ FEB 20

Agency Name CITY OF SAN FERNANDO

Contact Person PATSY OROSLO Telephone () 818 898-1224

Original Contract Amount \$ 1,092,495 Final Contract Amount \$ 1,330,107

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

ADDITIONAL WORK, REDESIGN OF SEWER

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 SEWER SADDLE 89700R1

Project Description Sewer lateral & 35' of 6"

Approximate Construction Dates From Sept. 18 to OCT. 18

Agency Name Los Angeles Dept. of Water & Power

Contact Person Sungar Ardian Telephone () 213 792-4854

Original Contract Amount \$ 125,702 Final Contract Amount \$ 125,702

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

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 WESTWOOD BLVD SEWER

Project Description 40' x 8' VLP + 2 MHS

Approximate Construction Dates

From July 18 to Oct. 18

Agency Name CITY OF CULVER CITY

Contact Person Mate Gaspar

Telephone () 310 849.8944

Original Contract Amount \$ 127,221 Final Contract Amount \$ 127,221

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

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 FT 17/18 SEWER MAINS

Project Description 9000 OF CIPP, 275 OF BURSTING, 14 POINT REPAIRS

Approximate Construction Dates

From FEB 2018 to Sept. 18

Agency Name CITY OF NORWALK

Contact Person Julian Lee

Telephone () 562.209 4915

Original Contract Amount \$ 635,444 Final Contract Amount \$ 699,000

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

ADDITIONAL CIPP

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.

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.

Tihomir (Tim) Grbavac

EDUCATION

Citrus College
Associates Degree in Business Management

EXPERIENCE

GRBCON, Inc., Baldwin Park, CA

Superintendent/Operator (Local 12)

2019 - Present

- Working closely with the estimating department and bringing a more technical point of view during the bid process.
- Brings over 23 years of sewer and storm drain construction experience to the firm from previous employer(s).
- Working closely with Management to ensure schedules are met.
- Effectively communicates changes in field condition to ensure proper notification to ownership
- Subcontractor management, ensuring adherence to respective city standards
- Handle relationships with material suppliers, dispatch of subcontractors
- Acting liaison between firm's management and agency
- Daily Project Record Keeping, As-Built Management
- Operator for all forms of heavy equipment
- Ensure strict adherence to safety procedure

Vasilj, Inc., Irwindale, CA

Superintendent/Operator (Local 12)

2002 - 2019

- Working closely with the estimating department and bringing a more technical point of view during the bid process.
- Working closely with Management to ensure schedules are met.
- Effectively communicates changes in field condition to ensure proper notification to ownership
- Subcontractor management, ensuring adherence to respective city standards
- Handle relationships with material suppliers, dispatch of subcontractors
- Acting liaison between firm's management and agency
- Daily Project Record Keeping, As-Built Management
- Operator for all forms of heavy equipment
- Ensure strict adherence to safety procedure
- Construction of Various City of LA SSRP and ESR Projects
- Specified knowledge in Pipe Bursting, CIPP, Point Repairs and DAR Work. **(Media Attached)**

Grigo and Gordon Grbavac Construction Co. Inc., Baldwin Park, CA

Foreman/Operator (Local 12)/Driver (Class A)

1996-2002

- Operating all forms of heavy equipment
- Managerial Foreman, responsible for scheduling of subs, material delivery, daily records, as-builts, agency meetings.

SKILLS/LANGUAGES

- Proficient in Croatian, English and Spanish
- Confined Space Certification
- CPR/First Aid Certification
- Competent Person Certification
- Heavy Equipment Operator Safety Certified
- OSHA 10/30

John Gavigan

EDUCATION

Pasadena City College
Associates Degree in Business Management

EXPERIENCE

GRBCON, Inc., Baldwin Park, CA

Vice President/Project Estimator and Manager 2019 - Present

- Estimate and Manage Public Works Project
- Change order dispute management
- Value engineering
- Brings over 30 years of sewer and storm drain construction experience to the firm from previous employer(s)
- Working closely with field management to ensure expedient construction
- Effectively communicates changes in field condition to ensure proper notification to ownership
- Subcontractor management, ensuring adherence to respective city standards
- Handle relationships with material suppliers, dispatch of subcontractors
- Daily Project Record Keeping, As-Built Management

Vasilj, Inc., Irwindale, CA

Project Estimator and Manager 2003 - 2019

- Estimate and Manage Public Works Project
- Change order dispute management
- Value engineering
- Working closely with field management to ensure expedient construction
- Effectively communicates changes in field condition to ensure proper notification to ownership
- Subcontractor management, ensuring adherence to respective city standards
- Handle relationships with material suppliers, dispatch of subcontractors
- Acting liaison between firm's management and agency
- Daily Project Record Keeping, As-Built Management
- Specified knowledge in Pipe Bursting, CIPP, Point Repairs and DAR Work. **(Media Attached)**

E.C. Construction Co., South El Monte, CA

Laborer, Superintendent, Project Manager/Estimator 1990 - 2003

- Estimate and manage surface restoration project
- Assist the firm with bidding private and public works projects
- Assist the firm with soliciting subcontractor wet utility bids
- Laborer on paving and concrete crews

SKILLS/LANGUAGES

- Proficient in English and Spanish
- Confined Space Certification
- CPR/First Aid Certification
- Competent Person Certification

NEWSLETTER

BOE's Harbor District Completes Major Pipe Bursting Project 6200 Feet of Pipe Sets a New Record for City of L.A.!

As part of the City of Los Angeles' settlement agreement with the U.S. Environmental Protection Agency, California Regional Water Quality Control Board, Santa Monica Baykeeper, et al, the \$2.1M Secondary Sewer Renewal Program (SSRP) 106A Anaheim St & Broad Ave/T06B Fries Ave and Pier A St sewer project rehabilitated aging secondary pipelines in the Wilmington area of the City.

The 3.12 mile long project was bid as open-cut/lining, with much of the open-cut work being the upsizing of existing 8, 10, 12 and 14-inch sewer lines in some of the most congested streets of Wilmington. In an effort to reduce impact to the surrounding neighborhoods, mitigate anticipated groundwater, and deal with the high volume of underground utilities present in the refinery-rich area of Wilmington, the contractor, Vasilj Inc., proposed pipe bursting as a no-cost alternative. Vasilj, with subcontractor Mocon Trenchless, recently completed the installation of approximately 43,000 feet of 10 to 20-inch sewer pipe for the City of Covina which won an APWA Southern California Chapter Project of the Year (2013).

Pipe bursting is a well-established method



l to r: Rob Morrow- President, Mocon Construction, John Gavigan-Project Manager, Vasilj Inc., Tim Grbavac-Superintendent, Vasilj, Inc., Gary Lam-Harbor District Project Manager, Lynn Hananit-Cummings-Harbor District Project Engineer, Rich Clark-Con Ad Project Inspector.

for trenchless replacement of pipe wherein the existing sewer pipe is broken by fracturing or splitting (using a mechanically applied force or bursting tool) and a new pipe of the same or larger diameter is pulled in behind it. Existing house laterals and wyes are reconnected manually to the new pipe by excavations made at each house location.

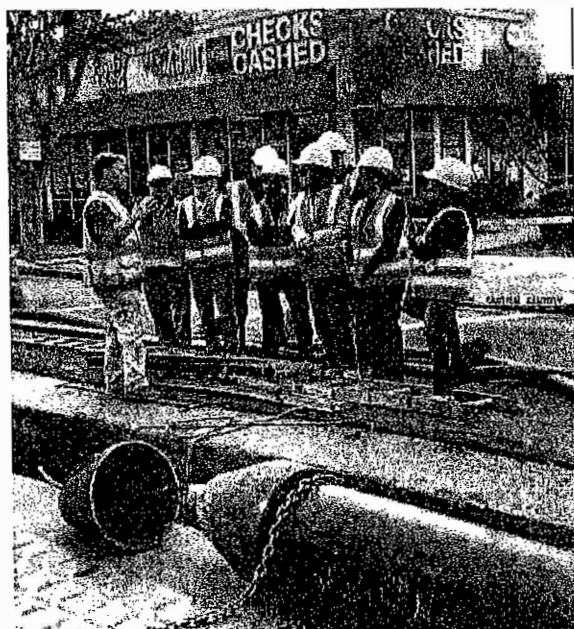
The City has utilized pipe bursting previously on sewer projects, but not to the extent of this project; 22 sewer reaches totaling 6200 LF of pipe set a new record for the City of Los Angeles! A total of 21 bursts were made on the project. The average burst was about 300 feet in length with one as short as 80 feet (to burst under a high pressure hydrogen line) and the longest burst was 450 feet.

Due to the different

conditions present amongst the 22 adjacent sewer reaches, two types of bursting machines were used on the project. A pneumatic system utilizing a bursting tool driven by compressed air was used on the T06A portion of the project where deeper sewers, larger degrees of upsizing and denser soils were encountered. A static system wherein the bursting tool is basically pulled through the existing pipe (no hammering action), was used to pull the larger diameter 16 inch pipe in the T06B portion of the project. Both systems require the construction of pits for inserting and retrieving the bursting tool, except in the case where a reversible type-pneumatic machine is used. The reversible machine is designed to back itself out through the installed pipe and therefore eliminates the need for a retrieval pit. This machine was used in the heavily congested Anaheim-Avalon intersection where traffic would have been highly impacted by the construction of a retrieval pit.

The Bureau of Sanitation has supported the use of pipe bursting because pipe bursting typically utilizes high density polyethylene pipe (HDPE) fused as one continuous piece of pipe. In the long-term, this pipe will provide better protection from root damage and potential groundwater inflow/infiltration. Other construction benefits include less traffic disturbance, shorter replacement time, less

(continued on page 2)



Rob Morrow explains Pipe Bursting to WCFD and WCCD Engineers during a site visit.

Pipe Bursting Project continued from page 1

business interruption, and ordered surface paving. Negative impacts of using this method of construction include the generation of considerable noise by the pneumatic system, and the need for large work space in relatively close proximity to the work for fusing the 40 foot lengths of pipe into a single length. One caveat is that once pipe bursting operations commence, they must be completed without interruption as the sewer laterals are disconnected during the process and must be reconnected immediately after the new pipe is installed.

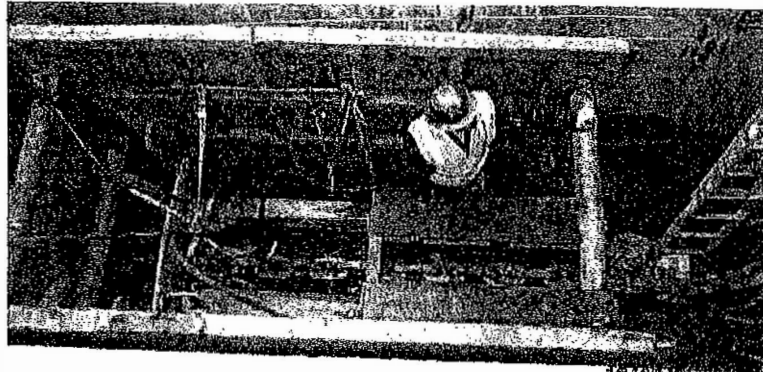
John Gavigan and Tim Grhavar of Vasilj, and Rob Morrow of Mocun Trenchless evaluated the conditions present on the project and determined that the soil conditions and sewer characteristics were compatible with pipe bursting. The bursting route on this project went through mainly commercial developments of Wilmington and crossed Harry Bridges Blvd, a main thoroughfare for container truck traffic accessing the Port of Los Angeles (POLA). As POLA was also constructing a major grade separation project and performing shipping terminal renovations, it was a constant challenge to coordinate truck and construction traffic throughout the project. Crystal Kiltian, Transportation Engineer with the Southern Office of LADOT was instrumental in assisting the project team with the sequencing of lane closures amongst the multiple projects. Staff from Council District 15 met regularly with residents to keep them informed of the construction schedules and impacts.

Kudos to the residents and businesses of Wilmington who endured the noise generated by the pipe-bursting activities, but understanding that the result would be a significantly shortened construction time.

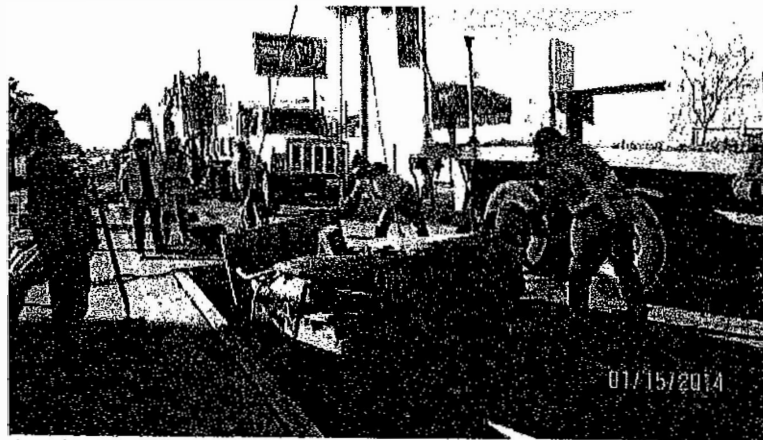
There were some unexpected challenges. The first burst of the project took three hours to burst 300 feet of 8-inch pipe being upsized to 10-inch, a rather typical burst for the conditions present. However, the adjacent reach, although being upsized from 8-inch to 12-inch pipe, encountered unknown ground conditions that required close to 30 non-continuous hours to burst.

In other reaches, we unexpectedly found 12" and 14" diameter pipes heavily laden with sediments. During the bursts, intermediary maintenance holes filled 6-8 feet high with sludge which had to be removed by hand before the sewer system could be returned to use. Winching cables were broken a few times, fortunately occurring within retrievable distances of the constructed retrieval pits or near planned excavations for reconnecting sewer laterals.

An undocumented high pressure hydrogen gas line located within a foot of our sewer and in a utility-congested intersection also



Static Bursting Machine.



Static Bursting Machine being lowered into pit.

proved to be quite challenging. Lots of hand digging, utility company "stand-by" alerts and coordination, and adjustment of bursting rates resulted in a successful bursting run. Ground water was kept at bay by scheduling the work at low tides and with only minor encounters.

Various differing site conditions (contaminated soil, substantially deeper sewer invert depths) were found throughout the project that resulted in change order costs. However, these costs would have been substantially more had the project been built using the contract specified open-trenching methods. The pipe bursting method suggested by Vasilj, Inc., resulted in a savings to the City of about \$150,000.

The project was designed by WCHD staff. Sean Zahedi and Romulo Samonte, and construction was managed by Lynn Hannal-Cummings and Gary Lam of the Harbor District Office. Inspection was provided by District 4 inspectors with Jim Cassley being the Principal Inspector and Rich Clark being the lead inspector. Survey was provided by

the Harbor District Survey staff of Mark Santistevan, Froilan Nero and Daniel Santistevan. Staff from the BOS-South Yard under the direction of Wayland Marzoff assisted with some of the sewer cleanings and Vasilj foreman, Tim Grhavar, was exceptional in coordinating the work and keeping the City team informed of necessary changes. Council District 15 staff members, Gabriela Medina and Nicole Wells and BPW Public Works Affairs Officer Ron Charles provided much appreciated communication with the residents of Wilmington.

Kent Welby, representing the Engineer at Design, is currently preparing Pipe Bursting Specifications to be included in the next revision of the Brown Book. This will facilitate future pipe bursting operations by providing quality control and performance requirements. Vasilj hopes to do more pipe bursting projects in the City. As the project was completed on schedule and within budget, they are off to a good start.

Congratulations go to everyone involved with the project.



Covina Sewer Replacement

The city of Covina, CA is populated by more than 49,000 people and is serviced by 121 miles of pipe infrastructure. When the city needed over 6.2 miles of underground sewer pipe replaced in 2011, HDPE provided a reliable, durable, and affordable solution.

On top of the replacement of over 33,000' of vitrified clay pipe, the project had to pass through heavily trafficked areas such as schools, hospitals, residences, and main and secondary streets. HDPE allowed for minimal disturbance to the city and installation in areas with difficult or limited access. The city also experienced tremendous savings on the project, coming in at almost \$8 million under budget instead of cost overruns. Pipe bursting often cost as little as \$71 per linear foot whereas open cut never cost less than \$95 a foot.

Willdan Engineering and Vasilj, Inc. worked with Mocon Trenchless Corporation on the project, which was one of the "larger pipe bursting projects in Southern California" ever attempted. The project totaled 33,112' of 8"-12" DR11 HDPE and ran a complex route under residential, commercial, hospital, and industrial areas. The pipe bursting was divided into 97 runs averaging over 300'. Crews faced additional challenges from a cul-de-sac, trailer park, and baseball field, but reversible bursting tools from TT Technologies allowed them to work without an exit pit for some bursts and avoid the extra construction.



HDPE allowed the city of Covina to install a new pipeline without disruption of important community areas like a hospital, baseball field, neighborhoods, and trailer park.

In under a year and a half Covina's pipe project was completed, having provided minimal disruption during pipe bursts and saved the city millions. With the durability and resistance to corrosion of the HDPE, the city does not need to replace this pipeline again for the next century.

Source:

<http://ucononline.com/2013/10/02/major-ca-bursting-project-proves-very-cost-effective/>

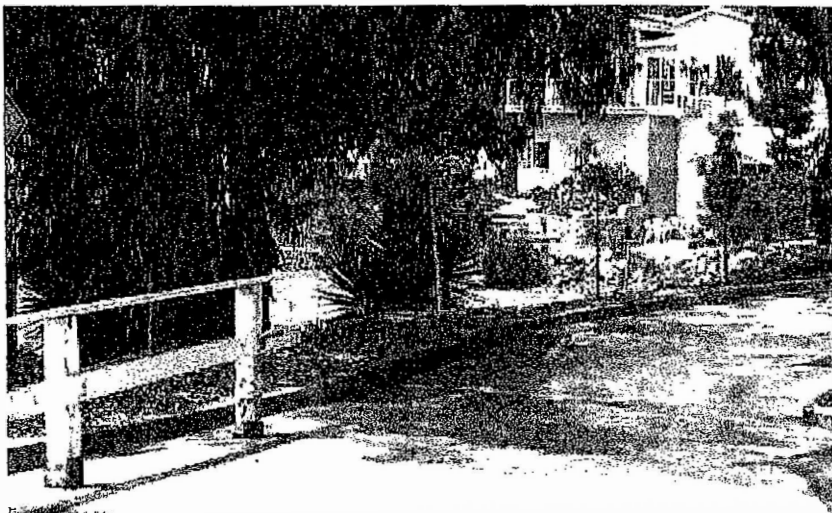
Newsletter

Community Lauds Carolina St. Emergency Storm Drain Project

The Carolina Street Emergency Storm Drain Project is substantially complete, significantly ahead of schedule and under budget. The project has received many favorable comments from local constituents.

In 1929, half of Paseo del Mar St. dropped 6-10 feet. The foundation of an abandoned 1920's seaside hotel shows where shore visitors used to admire the view out to Catalina Island, before earth movement forced abandonment of the building. Dubbed by locals the "Sunken City," to the southeast, dropped 30 and more feet, and now has the landscape of the Dakota badlands. The storm drain project picks up stormwater runoff that formerly discharged from the landslide-shortened dead end of Carolina Street. Water that formerly left the end of Carolina St. disappeared into a briar-patched depression and was not seen again.

Nearly 700 feet of heavy solid-wall High Density Polyethylene (HDPE) pipe, weighing up to 43 pounds per foot of length, was installed under Carolina and Shepard Streets to connect to the existing Shepard St-Pacific Ave storm drain. The contractor, Vasilj Inc., did a highly professional job of joining and handling heavy 100 foot sections of fused HDPE. The contractor's traffic control safety and job-site concern for the public was exemplary, limiting inconvenience to the minimum necessary.



New catch basin with flowline remodeling.

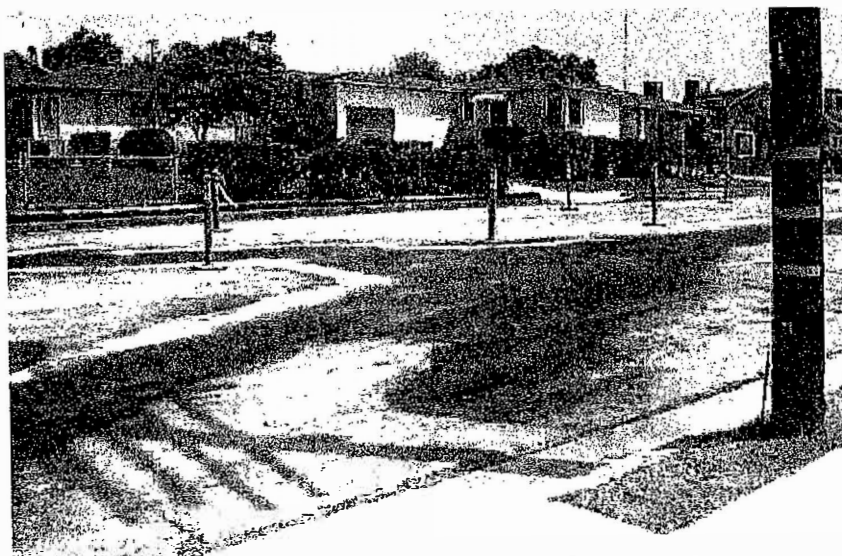
Said Ted, a resident at the end of Carolina Street, "This project is the best thing that's happened since I bought my house here in the 1960's." A neighboring resident couple said it was "awesome" and "beautiful" and an excellently executed project.

Cindy Fowler of Councilmember Janice Hahn's staff said, "Thank you all. . . The pictures make the cul-de-sac look amazing. Thank you again for getting this done prior to

rainy season (LOL) and to the admiration of the constituents. Thank you for helping our office look good. I will let the Councilwoman know what a great job you all did."

Recognition goes to Vasilj Construction Inc., Josip Vasilj, John Gavigan, Tim Grbavac and crew, under the steady, long-continuing stewardship of Councilmember Janice I Hahn, Council District Director Dolores Cantales, and Staff Cindy Fowler, Anna Bozic, and Reginald Zachery, with the management of Susan Shu, Stormwater Group Manager, Ding Lee, Project Manager, and Joe Tyler, Principal Construction Inspector, with assistance of Mark Osborne, Geotechnical, and under the direction and guidance of Lawrence Cuaresma, District Engineer, Roberto de Lenn, Civil Engineer, and Lance Graab, Construction Inspector, with the excellent design of Lari Walsh, assistance of Andres DeLaCruz and Alan Lee, construction management of Chris Trinidad and Carlton Jones, and with the invaluable advisement of Pablo Vasquez, Lynn Hanami-Cummings, and Jim Corralejo, and assistance of Arianne Coleman and Donna Preston and the rest of Harbor District staff, (whew!).

Carlton Jones, the project engineer, said, "Vasilj Construction has done beautiful work here, and with the careful oversight of C.I. Lance Graab, produced an economical, top quality project for the City and its residents. Tidying up is in process and final inspection will be in the works shortly."



The location of three converging 18 and 21" solid wall HDPE pipe branches, as clearly visible in this photo.



John Gavignani, Vasilj contractor; Mohammad Fakih WCCD, Kendrick Okuda WCCD, Tim Garza-back, Vasilj and Jorge Bustamante Contract Administration.

First Settlement Agreement Project Completed Ahead of Schedule Sepulveda Sherman Oaks Valley Meadow Sewer Project

The City of Los Angeles Has entered into an agreement with U.S. Environmental Protection Agency and others to upgrade its massive wastewater infrastructure. The Sepulveda Sherman Oaks Valley Meadow Sewer Project is being built under this agreement.

The project involves the construction of three contiguous sewer segments of 10-15-inch diameter pipeline and stainless steel secondary containment sleeves; 1500 linear feet of 10-inch, 2000 linear feet of 12-inch and 1400 linear feet of 15-inch diameter VCP pipe; and appurtenant maintenance hole structures. This new segments will relieve the existing sewers in Sepulveda Boulevard between Fume Street and Sherman Oaks Ave, which are flowing at or above capacity. The existing sewer is approximately 5100 foot in length and 8-inch in diameter. Installation of this project will necessitate abandonment and removal of approximately 2,700 feet of the existing sewer and its appurtenant maintenance hole structure. The entire alignment of the project is paved; construction took place under the existing streets within the public right-of-way at approximately 10 to 18 feet below the ground surfaces. Construction was conducted using the open trench method. Approximately 883 linear feet of 20-inch Secondary Containment Stainless Steel Sleeves was used.

The project was awarded on January 23, 2006 with completion time of 200 working

days, notice to proceed was issued on April 5, 2006. January 31, 2007 was the scheduled construction completion day. Settlement Agreement for the project completion was scheduled for January 30, 2006. That will put the project under the Settlement Agreement penalty if it passes the dead line. With this schedule 179 actual work days left to complete the work from notice to proceed date. The project faced with daily work hour restrictions 9:30 AM to 3:00 PM. Includes traffic control set up, removal and cleaning, the actual work hours were five hours per day. With all these restrictions and Utilities interference the project was 100% flow in the main line on December 28, 2006 two days before Settlement Agreement dead line.

All the thanks go to the design engineer William Briggs, who was in contact with the project from start to finish; Jorge Bustamante, Senior Construction Inspector who was at the site at all times and used his inspection experience to run this project; Mohammad Fakih, the project engineer, who was always in contact with both the design engineer and project inspector; Joan Pellico and Shirin Buckman, Field Deputies from Fifth Council District, for the support and all the help they both provided us as a team in resolving any problems rises in the district and last but not least, WCCD Managers Iftekhar Ahmed, Somsak Sasmakul and division head Kendrick Okuda, who gave all the support for this project.

Blood Drive Today

In response to the extreme shortage of blood, the Community Development Department has scheduled a blood drive on:

Wednesday, February 14, 2007

9:00 am to 3:00 pm

1200 W. 7th St. (the Garland Building)

4th floor conference room.

At the present time, there is less than a one-day supply of blood (a five-day supply is recommended). Please consider making an appointment to donate today. Invite a friend or coworker to donate with you. The Garland Building is served by both DASH routes A and E. Walk-ins are also welcome, especially between 11 am and 1 pm.

This year, instead of candy and roses, give the gift of life—give blood!

Moore on APWA Board

Public Works Public Affairs Office press release: LOS ANGELES (February 7, 2007) • Los Angeles City Engineer, and Sierra Madre resident, Gary Lee Moore was installed into the 2007 Board of Directors of the American Public Works Association, Southern California Chapter, announces City of Los Angeles Board of Public Works President Cynthia Ruiz. About 300 APWA members and guests attended the recent installation ceremony at the Richard M. Nixon Library in Yorba Linda.

Now in his second term, the City Engineer serves on a six-member board that governs and oversees the affairs of the APWA Chapter that covers Orange, Los Angeles, Riverside and San Bernardino Counties with branches in the Inland Empire, Coachella Valley and the High Desert.

"APWA is an excellent organization and I'm pleased to serve on the Board of Directors again this year," said Moore. "The Chapter promotes Engineering as a major Public Works component and it's very important to me to give back much of the knowledge and expertise I've gained in this field to help others succeed."

As City Engineer, Moore leads the City's Bureau of Engineering, with a work force of more than 1,100 engineers, architects, surveyors and support staff and an annual operating budget of \$123 million. He oversees 650 active projects totaling \$4 billion and leads the Bureau in design and construction of all public facilities such as fire stations, libraries, police stations, animal care facilities and the zoo. In addition, he is responsible for projects involving parks, streets, wastewater treatment plants, sewers, storm drains and the regulation of private development affecting the public right-of-way.



Happy Valentine's Day!

Engineering Newsletter - 2/14/07

DESIGNATION OF SURETIES

Bidders name GRECON, 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):

① Surety Bonds / (BID / PERF / PAYMENT)

CSBA

1411 N. Bartavia, Suite 201, Orange, CA. 92867

Office: 714-516-3601

② Insurance (Auto / GL / WC / Pollution)

Adamson & McGoldrick Insurance

1150 E. Orangethorpe Ave., Suite 100

Placentia, CA. 92870

Office: 714-257-9644

ACKNOWLEDGEMENT OF ADDENDA

Bidders name GRBLON, INC.

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

[illegible]

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bidders Name GRBLON, 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	8	5	7	10	3	0	33	1.
Total dollar Amount of Contracts (in Thousands of \$)	\$2.0M	\$2.8 M	\$2.9 M	\$421,000	\$151,200	0	\$8.9M	
No. of fatalities	0	0	0	0	0	0	0	
No. of lost Workday Cases	0	0	0	0	0	0	0	
No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0	

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

Legal Business Name of Bidder GRBLON, INC.

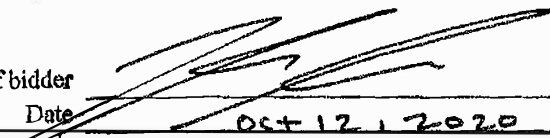
Business Address: 5114 ELTON

Business Tel. No.: 626 699 2380

State Contractor's License No. and Classification: 1012408-A4C42

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 
 Date OCT 12, 2020
 Title PRESIDENT

Signature of bidder _____
 Date _____
 Title _____

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 Los Angeles

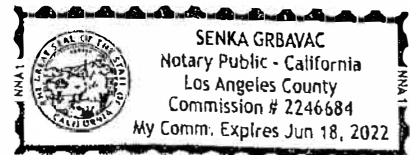
On OCT 12 2020 before me, Senka Grbavac, Notary Public
(insert name and title of the officer)

personally appeared Kristion Grbavac, President,
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 *Senka Grbavac* (Seal)



 **COPY**

GRBCON, Inc.
A California Corporation

Meeting of the Board of Directors
Dated: January 7th, 2016

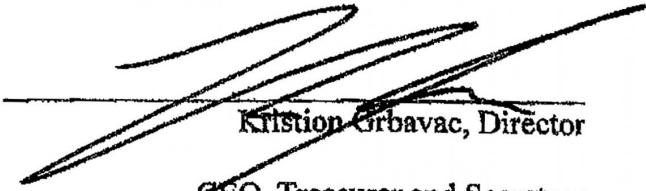
Corporate Resolution Regarding Contractual Authority

Following the establishment GRBCON, Inc. on 12/24/15, its Board of Directors has met on January 7th, 2016 and have granted Kristion Grbavac the authority to enter into binding agreements on behalf of the Corporation. Kristion Grbavac shall occupy the positions of CEO, Secretary, Treasurer, and member of the board. Gordon Anthony Grbavac shall serve as Vice President and member of the board.

When, and if requested, Kristion Grbavac shall have the ability to enter into contractual agreements on behalf of the firm and to sign in the capacities as the officers mentioned above.

IN WITNESS THEREOF, Gordon Anthony Grbavac and Kristion Grbavac have executed this written consent dated January 7th, 2016.

Affix Corporate Seal



Kristion Grbavac, Director

CEO, Treasurer and Secretary

Dated: January 7th, 2016



Gordon Anthony Grbavac, Director

Vice President

Dated: January 7th, 2016

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

State of California)SS.

County of Los Angeles)

KRISTION GRBAVAL , being first duly sworn, deposes and says that he or she is
PRESIDENT of GILBLON, 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.

Project Name: 2020 SEWER REPLACEMENT

Legal Business Name of Bidder GILBLON, INC.

Business Address 5114 ELTON ST. BALDWIN PARK, CA 91706

Business Tel. No. 626 699.2380

Signature of bidder

Title PRESIDENT

Date: 09.12.2020

Signature of bidder

Title PRESIDENT

Date: OCTOBER 12, 2020

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 Los Angeles)

On OCT 12 2020 before me, Senka Grbavac, Notary Public
(insert name and title of the officer)

personally appeared Kristin Grbavac, President,
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

Senka Grbavac

(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
ALL AMERICAN ASPHALT PO BOX 2229 CORONA 951 736-7400 2167073 100001051	A-7	12%	GRIND & PAVE	12%

Bond No. CSBA-15291 Bond Premium N/A

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:
2020 Sewer Replacement Project

WHEREAS Grbcon, Inc., 5114 Elton Street, Baldwin Park, CA 91706

(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 Harco National Insurance Company
2400 E. Katella Ave., Suite 250, Anaheim, CA 92806

(Name and address of Surety)

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

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

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

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

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

Dated: October 6, 2020

"Principal"

Grbcon, Inc.

5114 Elton Street, Baldwin Park, CA 91706

By: 

Its

By: **PRESIDENT**

Its

"Surety"

Harco National Insurance Company

2400 E. Katella Ave., Suite 250, Anaheim, CA 92806

By: 

Its Michael D. Stong 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.

ACKNOWLEDGMENT

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

State of California

County of Riverside)

On October 6, 2020 before me, R. Nappi, Notary Public
(insert name and title of the officer)

personally appeared Michael D. Stong
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.

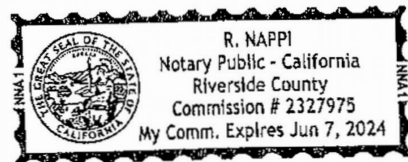
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

R. Nappi

(Seal)



POWER OF ATTORNEY

Bond No. CSBA-15291

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MICHAEL D. STONG, BEN STONG, DWIGHT REILLY, DANIEL HUCKABAY, ARTURO AYALA, FRANK MORONES,
SHAUNNA ROZELLE OSTROM, R. NAPPI

Orange, CA

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

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

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

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 31st day of December, 2019



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2019, before me came the Individual who executed the preceding Instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said Instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



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

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, October 6th, 2020

Irene Martins, Assistant 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 Los Angeles)

On OCT 12 2020 before me, Senka Grbavac, Notary Public
(insert name and title of the officer)

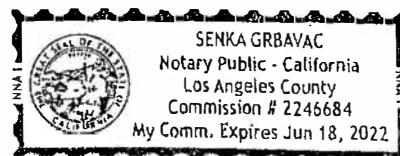
personally appeared Kriston Grbavac, President
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

(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:

GRBLON, INC.

Date: 10/12/2020

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

Name JOHN GARIGAN

Date of Inspection 09.9.2020

Title PROJECT MGR.

Name _____

Date of Inspection _____

Title _____

**CITY OF STANTON
PUBLIC WORKS DEPARTMENT**



ADDENDUM NO. 1

2020 Sewer Replacement Project

DATE: October 07, 2020

BY:

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a horizontal line.

Public Works Director/City Engineer

TO: ALL PLAN HOLDERS

1. Notice Inviting Bids:

This Addendum is issued to update the bidding process and how to submit a bid for Monday, **October 12th, 2020 at 2:00 p.m.** Bids must be submitted by a scheduled drop-off time. Please call our Public Works Department at (714-890-4204). Bids will be opened through a Zoom meeting.

- City of Stanton is inviting you to a scheduled Zoom meeting.
 - Topic: BID Opening
 - Time: Oct 12, 2020 02:00 PM
- Join Zoom Bid Opening Via Phone:
+1 (669) 900-9128
Meeting ID: 832 7796 1083

END

ADDENDUM No. 1

Bidders must sign this Addendum No. 1 and submit with bid. No bid will be considered unless this signed Addendum No. 1 is attached.

**I have carefully examined this Addendum
and have included full payment in my
Proposal.**

GRBCLON, INC

Bidder's Name (Please Print)

10/12/2020

Date

[Signature] PRESIDENT

Authorized Signature & Title

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 24, 2020

SUBJECT: RATIFICATION OF PAYMENT FOR SERVICES PROVIDED BY CITY NET

REPORT IN BRIEF:

The City paid \$25,687.29 in overtime charges to City Net for additional outreach services in order to facilitate enforcement of anti-camping ordinances. The immediacy of the issue caused for the expenditure to occur outside of the City's Purchase Policy. The purpose of this report is to ratify the expenditure.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to CEQA guidelines (Guidelines) sections 15061(b)(3); and
2. Waive the Request for Proposal process per the stipulation in the City's Purchasing Policy and approve the payment of \$25,687.29 made to City Net.

BACKGROUND:

As a result of a case law, the City was unable to enforce anti-camping ordinances unless shelter beds were available for the homeless population. A result was that several homeless encampments were established throughout the City, which caused a degradation of the quality of life in the area. The encampments arose during a time period prior to the opening of the shelter in Buena Park. The ruling of a federal judge dictated that outreach services be provided daily until the date when enforcement could occur. City Net provided these daily outreach services at a cost of \$25,687.29.

ANALYSIS/JUSTIFICATION:

The amount paid to City Net exceeded the amount that could be spent without City Council approval according to the Purchasing Policy. The amount was approved at the administrative level due to the emergency nature of the situation and the need to immediately resolve the issue.

FISCAL IMPACT:

The amount paid to City Net for additional outreach services totaled \$25,687.29.

s/ James J. Wren

James J. Wren
Public Safety Services Director

s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Approved by:

s/Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 24, 2020

SUBJECT: APPROVAL OF THE CITY ANIMAL CONTROL SERVICES CONTRACT WITH THE CITY OF WESTMINSTER

REPORT IN BRIEF:

Staff is recommending that the City enter into an agreement with the City of Westminster for the provision of the City's Animal Control Services for five years, through October 31, 2025.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to CEQA guidelines (Guidelines) sections 15061(b)(3); and
2. Authorize the City Manager to execute an Agreement for Animal Control Services with the City of Westminster through October 31, 2025, in the amount of \$185,220 for fiscal year 2020-21, with annual compensation increases of up to five (5%) percent thereafter.

BACKGROUND:

The City has contracted with the City of Westminster to provide animal control services since 2016. This service is routinely reviewed, and the City of Westminster has provided excellent service to the community at the lowest rate in the area.

ANALYSIS/JUSTIFICATION:

In 2016, the City transitioned from OC Animal Care to the City of Westminster for the provision of animal care services. In the time period that Westminster has provided service to Stanton, their performance has met all expectations. As a result, both parties agreed to pursue a long-term agreement in order to maximize the effectiveness of the contract.

FISCAL IMPACT:

The total contract amount of \$185,220 has been included in the 2020-21 fiscal year general fund budget. Compensation shall thereafter increase yearly in an amount not to exceed five percent (5%).

s/ James J. Wren

James J. Wren
Public Safety Services Director

s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Approved by:

s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment:

City of Westminster Animal Control and Shelter Services Agreement

Attachment: A

**CITY OF WESTMINSTER
ANIMAL CONTROL AND SHELTER SERVICES AGREEMENT
WITH
CITY OF STANTON**

THIS ANIMAL CONTROL AND SHELTER SERVICES AGREEMENT ("Agreement") is made and entered into this 1st day of November, 2020 ("Effective Date"), by and between the City of Westminster, a municipal corporation ("VENDOR"), and the City of Stanton, a municipal corporation (CITY).

WITNESSETH:

A. WHEREAS, CITY desires to contract with VENDOR to provide animal control and shelter services, as more fully described herein; and

B. WHEREAS, VENDOR is experienced in providing such services and is able to provide CITY with the requisite experience and background to carry out these duties; and

C. WHEREAS, CITY and VENDOR desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of CITY OR VENDOR has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY VENDOR

1.1. Scope of Services. VENDOR agrees to provide general animal care and control services within the corporate limits of CITY, as further described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Duties and Functions. Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by CITY under the CITY's Municipal Code and the statutes of the State of California. CITY will provide services in accordance with the provisions of Title 6 (Animals) of the Westminster Municipal Code, and all amendments thereto, except as otherwise agreed by the parties.

1.3. Adoption of Title 6. CITY shall adopt Title 6 of the Westminster Municipal Code prior to commencement of VENDOR's services as set forth herein. VENDOR will not provide services until CITY has adopted Title 6. CITY's failure to timely adopt Title 6 shall not relieve CITY of its payment obligations set forth herein.

1.4. Administration of Personnel.

(a) The rendition of the services performed by VENDOR, the standards of performance, the discipline of officers and staff, and the matters incident to the performance of such services and the control of personnel so employed shall remain with VENDOR.

(b) In the event of a dispute between the parties to this contract as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, CITY shall be consulted and a mutual determination thereof shall be made by both VENDOR and CITY.

(c) With regard to Sections 1.4(a) and 1.4(b), VENDOR, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

(d) All CITY employees who work in conjunction with the VENDOR's Animal Control officers pursuant to this Agreement shall remain employees of CITY and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from VENDOR based on this Agreement. To the extent VENDOR provides the CITY with animal licensing services, CITY employees or their agents shall not perform any function related to the licensing of animals, including collection of license fees, penalties, or field enforcement fees, except as otherwise agreed to by the parties by written agreement.

(e) For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, every VENDOR officer and/or employee engaged in performing any such service and function shall be deemed to be a contracted officer or employee of CITY while performing such service for CITY, as long as the service is within the scope of this Agreement and in a municipal function.

(f) CITY shall not be called upon to assume any liability for the direct payment of any VENDOR Animal Control staff salaries, wages, or other compensation to any VENDOR personnel performing services hereunder for CITY. Except as herein otherwise specified, the CITY shall not be liable for compensation or indemnity to any VENDOR employee or agent of VENDOR for injury or sickness arising out of his/her employment as a contract employee of the CITY.

1.5. Performance of Agreement.

(a) For the purpose of performing said functions, VENDOR shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

(b) Notwithstanding the foregoing, CITY may provide additional resources for VENDOR to utilize in performance of the services.

(c) Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of CITY, the same shall be supplied by CITY at its own cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. CITY shall pay VENDOR One Hundred Eighty Five Thousand

Two Hundred Twenty Dollars (\$185,220.00) per year for services provided under this Agreement. CITY shall pay VENDOR in equal quarterly installments on or before the first day of each quarter. For additional services, VENDOR shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement by reference "(Fee Schedule)".

2.2. Pricing Increase. VENDOR's compensation shall increase yearly in an amount not to exceed five percent (5%).

2.3. Additional Services. VENDOR shall not receive compensation for any services provided outside the scope of services specified in the Scope of Services unless the CITY, prior to VENDOR performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Fee Revenue. VENDOR shall collect and retain all income generated from animal licenses, related late fees, impound fees, kennel care fees, court fines, potentially dangerous and/or vicious dog impounds and hearings, administrative citations and other fees collected pursuant to provision of the services set forth herein. .

VENDOR agrees to keep records of all license revenue collected from residents of CITY, and all revenue generated from animals received from CITY residents or impounded within the corporate limits of CITY.

2.5. Records and Audits. Records of VENDOR's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to CITY for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on October 31, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period CITY and VENDOR may mutually agree, in writing, to renew the contract for an additional three (3) term periods of one (1) year.

4.2. Notice of Termination. The CITY and VENDOR have the right and privilege of

canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to the other party no less than one hundred and eighty (180) calendar days in advance of such termination.

4.3. Compensation. In the event of termination, CITY shall pay VENDOR for reasonable costs incurred and services satisfactorily performed up to and including the date of the written notice of termination.

5.0. GENERAL PROVISIONS

5.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

5.2. Representatives. The CITY Manager or his or her designee shall be the representative of CITY for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the CITY called for by this Agreement, except as otherwise expressly provided in this Agreement.

VENDOR shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of VENDOR called for by this Agreement, except as otherwise expressly provided in this Agreement.

5.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO VENDOR:

Commander Alan Iwashita
City of Westminster
8200 Westminster Blvd.
Westminster, CA 92683
(714) 548-3789

IF TO CITY:

James Wren
Public Safety Services Director
City of Stanton
7800 Katella Ave.
Stanton, CA 90680
(714) 890-4231

5.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

5.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

5.6. Assignment. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect

5.7. Indemnification and Insurance. To the fullest extent permitted by law, the parties, and each of their elected and appointed officials, officers, agents, employees and volunteers agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, and regulatory proceedings, losses, expenses, or any inquiry or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, by the other party. Following a determination of the percentage of fault and or liability by agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined.

Without limiting the indemnification, VENDOR and CITY warrant that they are self-insured or maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering their operations. Upon request by one Party, the other Party shall provide evidence of such insurance.

5.8. Independent Contractor. VENDOR is, and shall at all times remain to CITY, a wholly independent contractor. VENDOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of CITY as an agent. Neither CITY nor any of its agents shall have control over the conduct of VENDOR or any of VENDOR's employees, except as set forth in this Agreement. VENDOR shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

5.9. Cooperation. In the event any claim or action is brought against CITY relating to VENDOR's performance or services rendered under this Agreement, VENDOR shall render any reasonable assistance and cooperation which CITY might require.

5.10. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

5.11. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as

expressly provided herein.

5.12. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of CITY and VENDOR and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

5.13. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

5.14. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

5.15. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

5.16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.17. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

5.18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

5.19. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

VENDOR: CITY OF WESTMINSTER

Sherry Johnson
Interim City Manager

Date: _____

ATTEST:

Christine Cordon
City Clerk

APPROVED AS TO FORM:

Richard D. Jones
City Attorney

Date: _____

CITY: CITY OF STANTON

Jarad L. Hildenbrand
City Manager

Date: _____

ATTEST:

Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

HongDao Nguyen
City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

1.0 Services

1.1 VENDOR agrees to provide animal control services within the corporate limits of CITY. VENDOR will enforce provisions of the Westminster Municipal Code, specifically, Title 6, Animals, that shall be adopted by CITY. Services shall be provided in the following three categories.

a. Field Services

Under the terms of the contract, the VENDOR will provide 25 hours of dedicated patrol and field service hours to the City of Stanton. In excess of these hours, the VENDOR shall provide animal control services, on an as needed basis, between the hours of 8:00 A.M. and 6:00 P.M, seven days per week. If field services are requested outside these operational hours, than VENDOR will charge a rate of Fifty Dollars (\$50.00) per hour for that Animal Control Officer response. All field services will be billed in hour increments irrespective of whether actual field services are less than an hour.

Telephone service request lines will be answered between 8:00 A.M. and 6:00 P.M. Monday to Friday. Telephone calls will be answered if an Animal Control Officer is in the office and not in the field. In the event the Animal Control Officer is in the field, the telephone call will be returned as soon as possible.

Field Service activities include but are not limited to patrol of the City of Stanton, impounding of stray dogs or confined stray cats and of owner-released animals; pick up of injured wildlife; cruelty investigations; field release to owner and impound fee collection for licensed dogs impounded; bite investigations; quarantine activities including home checks of animals involved in bites; transportation of all injured impounded animals to emergency veterinarians; issuance of citations; impounding of dead animals for disposal; response to service request calls from law enforcement and city officials to assist in areas regarding suspected criminal activities; citizen contacts to give information or advice regarding wildlife or other animal concerns, not to include wildlife eradication or relocation services.

In house field service activities shall include: assistance to citizens regarding barking dogs and other nuisance complaints; advice regarding wildlife management, responsible pet ownership and other animal control related issues which may not require contact in the field by an Animal Control Officer.

b. Special Services – Pet and Facility Licensing

In keeping with Public Health laws which require the rabies vaccination and licensing of all dogs over four months old, VENDOR shall annually canvas the CITY to locate and license unlicensed dogs. Animal Control Officers will follow up

on problems when necessary. Nothing in this contract shall prohibit other methods for the sale of dog licenses by CITY or VENDOR.

All animal related businesses in the jurisdiction will be inspected twice each year and in response to any complaints received to assure that facilities meet required standards and pay any fees due. For animal permits issued to private residences, permits shall be issued with the approval of CITY following neighborhood investigation and inspection of the home to assure that the residence has adequate facilities to maintain the requested number of animals.

VENDOR will provide pet licensing services and collect license fees as established by CITY. Pet license renewals shall be processed annually. VENDOR will process renewals and will answer telephone and in-person inquiries regarding licensing requirements.

c. Shelter Services

VENDOR contracts with the Westminster Adoption Groups and Shelter Services to receive animals from the public 365 days a year from Monday to Saturday. Stray animals will be accepted without charge. Owners who release their animals will be charged a fee. The shelter will be open to the public to locate lost pets or for pet adoption during hours designated by the animal shelter.

The shelter shall retain dogs, cats and all other impounded animals in accordance with state law. Animals will be kept on public display to allow owner identification. When animals are wearing identification, owners will be contacted by telephone, mail or in person. If animals are not redeemed by their owners and adoption holds have not been placed, some may be made available for adoption for an additional time period on a space available basis. Those which are neither redeemed nor adopted will be euthanized and carcasses disposed of.

VENDOR shall permit up to 586 animals from CITY to be accepted at the shelter each year. CITY shall be subject to a fee for each additional animal in excess of 586 animals as set forth in Exhibit B.

Veterinary services shall be available six days a week. Veterinary staff shall perform required euthanasia on domestic animals by lethal injection. Necropsies will be performed on animals which die under suspicious circumstances and at the request of law enforcement. Animal Control Officers will euthanize wildlife per protocol. Veterinary location will possess a premise Permit, as issued by the CA Veterinary Medical Board.

- 1.2 Animals Retained for Criminal Prosecution. Animals which are being retained in criminal prosecutions, except for violations of Animal Control regulations and/or ordinances pursuant to the Agreement are not to be construed as held pursuant to the services provided under this Agreement; housing will be done at the discretion of VENDOR and at the VENDOR's usual and customary charges for such housing. These animals will not count towards the CITY's maximum allowance of 586 animals.
- 1.3 Cooperation. To facilitate the performance of services, VENDOR shall have full cooperation and assistance from CITY, its officers, agents and employees.

EXHIBIT B
FEE SCHEDULE

METHOD OF BILLING: VENDOR will submit invoices to CITY for any approved additional services. CITY shall pay VENDOR's invoice within thirty (30) days from the date CITY receives the invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

EXTRA SERVICES: VENDOR will bill CITY fifty dollars (\$50.00) per hour for calls for service taking place outside of the hours of 8:00 A.M. and 6:00 P.M. All field services will be billed in one hour increments irrespective of whether the actual field services are less than an hour.

EXTRA ANIMALS RECEIVED AT SHELTER: If more than 586 animals from CITY are received at the Animal Shelter in a calendar year, CITY shall pay vendor \$25.00 per additional animal.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: November 24, 2020

SUBJECT: CANNABIS BUSINESS APPLICATION PROCESS UPDATE

REPORT IN BRIEF:

The first step in the Cannabis Business Application process ended on October 29, 2020. The City received approximately 60 applications and is in the process of screening applications for review by the Application Evaluation Committee.

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 this update; and
3. Provide direction to staff to reopen categories where no applications were received for an additional 30-day period.

BACKGROUND:

In June 2020, Ordinance 1100 was adopted to establish regulations and zoning standards related to Commercial Cannabis Businesses. The ordinance includes:

1. Definitions of the types of commercial cannabis businesses permitted;
2. Permit requirements;
3. Application procedures;
4. Operating requirements; and
5. Zoning/land use regulations.

The Cannabis Ad Hoc Committee recommended to the Council and the City Council approved at the same June 9, 2020 City Council meeting, any commercial cannabis business seeking to operate within the City must apply for and be issued a Commercial Cannabis Business Permit with a maximum of four (4) in each of the following categories:

- Retailer - Storefront Sales
- Retailer – Non-Storefront Delivery
- Distributor
- Distributor-Transport Only
- Testing Laboratory
- Cultivation
- Manufacturing

As part of the Commercial Cannabis Business Ordinance, the City Council adopted a merit-based approach to selecting which applicants would receive the permits listed above. The process also outlined an extensive application, background and review process for the review and consideration of the permits that follow the steps outlined below:

Step 1: The selection process starts with all interested applicants submitting a screening application to the City. The screening application will include information about the applicant's ownership/management team, proposed business plan, design concept, security plan, and experience. Applicants do not need to have secured a physical location to submit a screening application.

Step 2: Each screening application will be reviewed and scored by an independent three-member Application Evaluation Committee appointed by the City Manager. The Application Evaluation Committee members will score the screening applications based on specific criteria and weighting (points). The Application Evaluation Committee members' scores will be totaled and averaged for each applicant. The applicant review criteria are included with this screening application as Exhibit A.

Step 3: After the Application Evaluation Committee has reviewed and scored all the screening applications, the top four scoring applicants ("Approved Applicants") in each cannabis business permit category will be allowed to move forward to:

- Secure a physical location for the business.
- Apply for and obtain the appropriate zone clearance and/or planning permits affirming that the proposed use is permitted within the zoning for the property.
- Apply for and obtain a business license from the City (applicants are allowed up to 12 months to secure their City business license).
- Apply for and obtain any necessary building and safety permits needed to make improvements to the property (for example, building permits for tenant improvements).

Step 4: Following completion of all items in Step 3, obtain Commercial Cannabis Permit.

Step 5: Prior to operation, Approved Applicants will need to secure their state cannabis permit.

ANALYSIS:

On September 14, 2020 the Step 1, Screening Application was opened to the public for review and response. The Application period was open until October 29, 2020. The City received a total of 56 application. It is important to note, we are in the process of validating all the required materials were received to qualify the applications for review by the Committee. The following is a breakdown of the applications received by category.

- 39, Retailer - Storefront Sales
- 9, Retailer – Non-Storefront Delivery
- 0, Distributor
- 0, Distributor-Transport Only
- 0. Testing Laboratory
- 3, Cultivation
- 1, Manufacturing
- 4, did not state.

Although the City received a significant number of applications, three categories, Distributor, Transport Only, and Testing Laboratory, did not have any applicants. Staff is seeking direction from the Council to consider reopening the application screening timing to allow a second attempt to receive applications in these three categories only. Should the Council agree, another opportunity should be given to the categories where no applications were received, staff will announce on the City's website the new application timing beginning December 1, 2020 to January 7, 2021. Meanwhile the remaining applications will continue through Steps 2-5 to not delay the screening, review, background and licensing process.

FISCAL IMPACT:

None

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

s/ Jennifer A. Lilley

s/ Jarad L. Hildenbrand

Jennifer A. Lilley, AICP
Community and Economic Development Director

Jarad L. Hildenbrand
City Manager

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 24, 2020

SUBJECT: CITY COUNCIL CONSIDERATION TO OPEN ALL SEATS ON THE STANTON PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION, STANTON PLANNING COMMISSION, AND STANTON PUBLIC SAFETY COMMITTEE FOR APPOINTMENT FOLLOWING THE NOVEMBER, 2020 GENERAL ELECTION

REPORT IN BRIEF:

Consideration to open all seats for appointment on the Stanton Parks, Recreation and Community Services Commission, Stanton Planning Commission, and Stanton Public Safety Committee. There is currently a combined total of ten vacancies within the respected Commissions/Committee due to unscheduled vacancies and terms expiring due to the November, 2020 General Election. Staff is seeking direction from the City Council on its preference in either filling the current vacancies or opening all seats on the Commissions/Committee for appointment. Typically, the Council Member holding the seat corresponding to that numbered seat on the Commissions/Committee shall be responsible for appointment of one Commissioner/Committee Member (who shall be a qualified elector of the City), with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment.

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. City Council provide direction to staff on either filling the current vacancies or move forward with opening all seats for appointment on the Parks, Recreation and Community Services Commission, Planning Commission, and Public Safety Committee.

BACKGROUND AND ANALYSIS:

The Parks, Recreation and Community Services Commission consists of seven members who meet once a month. The Parks, Recreation and Community Services Commission acts in an advisory capacity to the City Council and City staff in matters pertaining to development/rehabilitation of parks and recreation facilities, recreation and youth services, senior citizen and human services, cultural arts services, neighborhood improvement,

grants or other funding, and other matters as may be referred to the Commission by City Council from time to time.

Seat Status on the Stanton Parks, Recreation and Community Services Commission:

Commissioner	Seat Number	Status	Term
Loreen Berlin	#1 (Taylor)	Filled	November, 2022
Greg Himes	#2 (Shawver)	Filled	November, 2022
Vacant	#3 (Ramirez)	Vacant	November, 2022
DeWayne Normand	#4 (Warren)	Filled	November, 2020
John Warren	#5 (Van)	Filled	November, 2020
Vacant	#6 (Mayors Appointment)	Vacant	November, 2022
Hanni Hoang Phan	#7 (Mayors Appointment)	Filled	November, 2022

The Planning Commission consists of five members who meet twice a month. The functions of the Planning Commission are to prepare, review and revise the general plan; implement the general plan through actions including administration of specific plans and zoning and subdivision ordinances; promote the coordination of local plans and programs; perform other functions as the legislative body provides, including conducting studies and preparing plans other than those required or authorized by this title.

Seat Status on the Stanton Planning Commission:

Commissioner	Seat Number	Status	Term
Elizabeth J. Ash	#1 (Taylor)	Filled	November, 2022
Vacant	#2 (Shawver)	Vacant	November, 2022
Andrew Marques	#3 (Ramirez)	Filled	November, 2022
Debi Grand	#4 (Warren)	Filled	November, 2020
Thomas Frazier	#5 (Van)	Filled	November, 2020

The Stanton Public Safety Committee consists of five members who meet once every three months. As part of the strategic plan, the Stanton Public Safety Committee aligns the City with its core goal of “Providing a Safe Community”. The purpose of this committee is to foster and maintain effective interaction with law enforcement, fire services, emergency medical services and emergency preparedness.

Seat Status on the Stanton Public Safety Committee:

Commissioner	Seat Number	Status	Term
Vacant	#1 (Taylor)	Vacant	November, 2022
Jennifer L. Shawver	#2 (Shawver)	Filled	November, 2022
Michael Bates	#3 (Ramirez)	Filled	November, 2022
Douglas Makino	#4 (Warren)	Filled	November, 2020
Donald Torres	#5 (Van)	Filled	November, 2020

FISCAL IMPACT:

The Parks, Recreation and Community Services Commission shall consist of seven members serving in a non-paid and voluntary position. The Planning Commission shall consist of five members each receiving \$171.31 per month. The total cost to the City for the year is \$10,278.28. The Public Safety Committee shall consist of five members serving in a non-paid and voluntary position.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notification through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective1: Provide a save community.

Objective 5: Provide a high quality of life.

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

Prepared By:

Approved by:

s/ Patricia A. Vazquez

s/ Jarad L. Hildenbrand

Patricia A. Vazquez
City Clerk

Jarad L. Hildenbrand
City Manager