



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, DECEMBER 8, 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 December 8, 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: (833 4027 6553)** 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](mailto: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, December 8, 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](http://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 LEGAL COUNSEL – EXISTING LITIGATION**

Existing litigation pursuant to Government Code section 54956.9(d)(1)

Number of cases: 1

Mars Olsen, Duane Denny Elizondo and Douglas Dionne vs. City of Stanton, Orange County Superior Court Case Number: 30-2020-01169774-CU-CR-CXC

**4C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

**Existing litigation pursuant to Government Code section 54956.9(d)(1)**

**Number of cases: 1**

Mohammed Awwad Yasin vs. City of Stanton, Orange County Superior Court Case Number: 30-2020-01162489-CU-PO-CJC

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

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

**7. PLEDGE OF ALLEGIANCE**

- 8. SPECIAL PRESENTATIONS AND AWARDS**                      **None.**

**9. CONSENT CALENDAR**

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

**CONSENT CALENDAR**

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

**RECOMMENDED ACTION:**

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

## **9B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated November 6, 2020 – November 19, 2020, in the amount of \$2,367,824.19.

## **9C. APPROVAL OF MINUTES**

City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – November 24, 2020.

## **9D. ANNUAL FINANCIAL REPORT OF DEVELOPMENT IMPACT FEES PURSUANT TO GOVERNMENT CODE SECTION 66006 (AB 1600)**

The Annual Financial Report of Development Impact Fees for the fiscal year ended June 30, 2020, is provided to City Council in Attachment A as required by California Government Code Section 66006, which was enacted by Assembly Bill No. 1600 (AB 1600). All development impact fees that have been collected, including interest earned on the fees, have been spent or have been earmarked for spending as of June 30, 2020. Consequently, there are no funds that are required by California Government Code Section 66006 to be refunded to property owners.

In addition, staff has prepared the annual reports for the previous five fiscal years as well, which are included in Attachments B through F. In compliance with California Government Code Section 65940.1, Attachments A through F will be posted on the City's website after City Council approval.

### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the attached Annual Financial Reports of Development Impact Fees and make the findings contained herein.

## **9E. OCTOBER 2020 INVESTMENT REPORT**

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

### **RECOMMENDED ACTION:**

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

## **9F. OCTOBER 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)**

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

### **RECOMMENDED ACTION:**

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

## **9G. OCTOBER 2020 GENERAL FUND REVENUE AND EXPENDITURE REPORT**

The monthly General Fund Revenue and Expenditure Report for the month ended October 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 October 31, 2020.

**9H. RESOLUTION CLASSIFYING AND FIXING COMPENSATION RANGES FOR POSITIONS IN THE CITY SERVICE**

The attached Resolution makes changes to the Position Classification Manual by modifying the salary range for the position of Intern, Park Ranger, and Recreation Leader.

**RECOMMENDED ACTION:**

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making; and
2. Adopt Resolution No. 2020-49 amending the Salary Schedule for all City classifications, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CLASSIFYING AND FIXING COMPENSATION RANGES FOR POSITIONS IN THE CITY SERVICE."**

**9I. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD IN CITY ELECTORAL DISTRICTS 2 AND 4 ON NOVEMBER 3, 2020 DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW**

**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. Approve Resolution No. 2020-50, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD IN THE CITY ELECTORAL DISTRICTS 2 AND 4 ON NOVEMBER 3, 2020 DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW."**

**9J. AWARD OF CONTRACT TO DEMOLISH THE BUILDING AT 8881 PACIFIC AVENUE BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AND APPROPRIATION OF FUNDS REPORT**

The building located at 8881 Pacific Avenue is in in severe disrepair and is no longer viable. Bids to demolish this building were opened on December 2, 2020. Based on post bid analysis of the two (2) bids received, staff recommends that the bid submitted by Interior Demolition, Inc. to be the lowest responsible bid. The cost for completing these services is a maximum of \$91,800.00.

**RECOMMENDED ACTION:**

1. City Council declare the work proposed under this scope increase to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301I (3); and
2. Award a construction contract for the FY 20/21 City Building Abatement and Demolition Project to the lowest responsible bidder Interior Demolition, Inc. for the amount \$91,800.00; and
3. Authorize the Mayor to bind the City of Stanton with Interior Demolition, Inc. in a contract for the completion of the FY 20/21 City Building Abatement and Demolition Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10%.

**9K. ACCEPTANCE OF THE FY20/21 CITYWIDE STREET RESURFACING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The FY 20/21 Citywide Street Resurfacing Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$641,136.49. The original construction contract cost for the FY 20/21 Citywide Street Resurfacing Project was for \$674,990.00. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of December 8, 2020 and recommends that the City Council accepts the completed work performed on this project.

**RECOMMENDED ACTION:**

1. City Council declare this project categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Accept the completion of improvements for the FY 20/21 Citywide Street Resurfacing Project, as certified by the City Engineer, and affix the date of December 8, 2020 as the date of completion of all work on this project; and

3. Approve the final construction contract amount of \$641,136.49 with R.J. Noble Company; and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion with the County Recorder of the County of Orange; and
5. Direct City staff, upon expiration of Directs City staff, upon expiration of the thirty-five (35) days from the filing of the “Notice of Completion,” to make the retention payment to R.J. Noble Company in the amount of \$32,056.82.

**9L. ACCEPTANCE OF THE FY20/21 CITYWIDE SLURRY SEAL PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The FY 20/21 Citywide Slurry Seal Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$474,307.89. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of December 8, 2020 and recommends that the City Council accepts the completed work performed on this project.

The original construction contract cost for the FY 20/21 Citywide Slurry Seal Project was for \$512,450.84.

**RECOMMENDED ACTION:**

1. City Council declare this project categorically exempt under the California Environmental Quality Act (“CEQA”) under Section 15378(b)(2) – Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Accept the completion of improvements for the FY 20/21 Citywide Slurry Seal Project, as certified by the City Engineer, and affix the date of December 8, 2020 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$474,307.89 with Roy Allan Slurry Seal, Inc.; and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion with the County Recorder of the County of Orange; and
5. Direct City staff, upon expiration of Directs City staff, upon expiration of the thirty-five (35) days from the filing of the “Notice of Completion,” to make the retention payment to Roy Allan Slurry Seal, Inc. in the amount of \$23,715.39.



## **9M. HOUSING AUTHORITY ANNUAL PROGRESS REPORT (HOUSING AUTHORITY)**

The attached Housing Authority Report for Fiscal Year 2019-2020 is being presented for consideration as required by State Law.

### **RECOMMENDED ACTION:**

1. Authority Board declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Receive and file the Annual Progress Report.

## **END OF CONSENT CALENDAR**

## **10. PUBLIC HEARINGS**

### **10A. CONSIDERATION OF ORDINANCE NO. 1107 AMENDING STANTON CODE TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.16, MESSAGE ESTABLISHMENTS, TO UPDATE THE CITY'S MESSAGE REGULATIONS**

As part of a periodic review of the Stanton Municipal Code, a series of updates are recommended to address various issues throughout the city. The issues addressed in Ordinance No. 1107 include updates to the City's Message Regulations.

### **RECOMMENDED ACTION:**

1. City Council conduct a public hearing; and
2. Declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
3. Introduce Ordinance No. 1107 entitled:

**"AN ORDINANCE NO. 1107 AMENDING STANTON CODE TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.16, MESSAGE ESTABLISHMENTS, TO UPDATE THE CITY'S MESSAGE REGULATIONS"; and**

4. Set said Ordinance for adoption at the January 12, 2021 regularly scheduled City Council meeting.

## **11. UNFINISHED BUSINESS**

### **11A. REVIEW OF PROPOSED CHANGES TO CR&R SERVICES/CHARGES AND APPROVAL OF A PROPOSITION 218 NOTICE**

On May 26, 2020 the City Council reviewed proposed changes to the services provided for by CR&R in Stanton and the associated fees. The Council reviewed the proposals and formed a subcommittee of Councilmembers Van and Ramirez to further study the issues and negotiate with CR&R.

After six months of negotiations and multiple meetings, the subcommittee and CR&R have come to a consensus on services and rates. Residential cart service will be changed from a two-cart system to a three-cart system (adding a third cart for recyclables). The additional fee for this service change and to charge for processing organics at the Anaerobic Digestion facility is \$3.40 monthly. The fees for commercial bin services will be reduced from 10% to 15% depending on the type of service. Finally, the rates for commercial recyclable and organics services will be set at 75% of the rates charged for bins used for trash.

These changes are required to be approved through the Proposition 218 process. The attached Proposition 218 Notice (Notice) is a requirement of the process. Staff is asking for the Council's review/approval of the changes to the services and rates and of the Notice. The revised fees would become effective April 1, 2021 which is when the new residential carts would be delivered.

#### **RECOMMENDED ACTION:**

1. City Council declare that the project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15308 – Action by regulatory agencies for protection of the environment; and
2. Review the proposed rates for Commercial Organics and Recyclables Collection, proposed rates for Residential Collection, and proposed rates for Commercial Refuse Collection; and
3. Review said rates changes and determine if they are appropriate; and
4. Direct staff whether to proceed with the Notice and the Proposition 218 process.

## **12. NEW BUSINESS                      None.**

### **13. ORAL COMMUNICATIONS - PUBLIC**

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

- Members of the public wishing to address the Council/Agency/Authority during Oral Communications or on a particular item may do so by submitting their comments via E-Mail to [pvazquez@ci.stanton.ca.us](mailto: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:                      Discussion regarding the City's participation in the Community Choice Aggregation program (Date to be determined for discussion in 2021).

## **15D. SEATING OF NEW CITY COUNCIL MEMBERS**

The Orange County Registrar of Voters and the Stanton City Council has declared and determined that as a result of the General Municipal Election held on November 3, 2020:

- Ms. Hong Alyce Van was elected as Member of the City Council to represent Electoral District 2 for the full term of four years; and
- Ms. Carol Warren was elected as Member of the City Council to represent Electoral District 4 for the full term of four years.

## **15E. RECOGNITION OF OUTGOING MAYOR PRO TEM CAROL WARREN**

Presentation of certificate recognition by the City Council.

## **15F. REORGANIZATION OF CITY COUNCIL**

Annually, the City Council elects a Mayor Pro Tem.

### **RECOMMENDED ACTION:**

The City Clerk will accept nominations for Mayor Pro Tem.

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

## **17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

### **17A. ORANGE COUNTY FIRE AUTHORITY**

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

## **18. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 3<sup>rd</sup> day of December, 2020.

s/ Patricia A. Vazquez, City Clerk/Secretary

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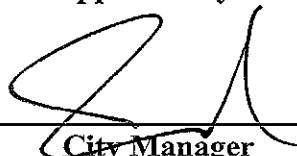
## CITY OF STANTON ACCOUNTS PAYABLE REGISTER

November 6, 2020 - November 19, 2020

Electronic Transaction Nos.	1223 - 1236	\$	2,162,981.36
Check Nos.	132986 - 133037	\$	204,842.83

TOTAL	\$	2,367,824.19
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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 / SUCCESSOR AGENCY / HOUSING AUTHORITY  
OF THE CITY OF STANTON  
JOINT REGULAR MEETING NOVEMBER 24, 2020

**1. CALL TO ORDER / CLOSED SESSION**

The City Council / Successor Agency / Housing Authority meeting was called to order at 6:08 p.m. by Mayor / Chairman Shawver.

**2. 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.

**3. PUBLIC COMMENT ON CLOSED SESSION ITEMS** None.

**4. CLOSED SESSION**

The members of the Stanton City Council/Stanton Housing Authority of the City of Stanton proceeded to closed session at 6:09 p.m. for discussion regarding:

**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.

## **DRAFT**

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

The meetings were called to order at 6:30 p.m. by Mayor / Chairman Shawver.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 6:09 to 6:30 p.m.

The City Attorney / Agency Counsel reported that there was no reportable action.

### **6. 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.

### **7. PLEDGE OF ALLEGIANCE**

Led by Stanton Police Chief, Lieutenant Cruz Alday, Orange County Sheriff's Department.

### **8. SPECIAL PRESENTATIONS AND AWARDS**

City Manager Jarad L. Hildenbrand announced and introduced the City's new Chief of Police, Lieutenant Cruz Alday, Orange County Sheriff's Department to the City Council and Stanton community.

The City Council welcomed Lieutenant Cruz Alday to the City of Stanton.

### **9. CONSENT CALENDAR**

Mayor Shawver pulled item 9G, item 9I, and item 9J from the Consent Calendar for separate discussion.

Motion/Second: Ramirez/Taylor

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

Motion unanimously carried:

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## **CONSENT CALENDAR**

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

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

**9B. APPROVAL OF WARRANTS**

The City Council approved demand warrants dated October 9, 2020 – October 22, 2020, in the amount of \$2,234,108.78.

**9C. APPROVAL OF MINUTES**

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

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



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### **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.

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

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

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### **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.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approved the plans and specifications for the 2020 Sewer Replacement Project; and
3. Awarded 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. Authorized 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. Authorized the City Manager to approve contract changes, not to exceed 10-percent.

### **END OF CONSENT CALENDAR**

## DRAFT

### 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.

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 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. Adopted 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. Directed staff to submit the report with OCTA.

## DRAFT

### 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.

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to CEQA guidelines (Guidelines) sections 15061(b)(3); and
2. Waived 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.

## DRAFT

### 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.

The City Council questioned staff regarding the terms within the City of Westminster's own contract with WAG's (term dates, three year contract with two roll over year options), requested that staff revisit the City's contract to align with the City of Westminster's contract with WAG's, and requested that staff inquire about services and service costs with the County of Orange OC Animal Care and the City of Long Beach Long Beach Animal Care.

Motion/Second: Shawver/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 Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to CEQA guidelines (Guidelines) sections 15061(b)(3); and
2. Authorized 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.

### 10. PUBLIC HEARINGS      None.

# DRAFT

## 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.

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

The City Council questioned staff regarding if there had been any inquiries for the categories that had received no responses/applications, what steps the City would do to be proactive in announcing openings, could the City proceed with a legal and non-bias outreach program, and selection timeframe.

Motion/Second: Shawver/Warren

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

Motion unanimously carried:

1. The City Council 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 this update; and
3. Directed staff to reopen the three (3) categories where no applications were received for an additional 14 calendar day period (distributor, distributor-transport only, and testing laboratory).

# DRAFT

## 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.

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

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. The City Council directed staff to fill the current vacancies on the Parks, Recreation and Community Services Commission, Planning Commission, and Public Safety Committee.

13. ORAL COMMUNICATIONS – PUBLIC None.

14. WRITTEN COMMUNICATIONS None.

## **DRAFT**

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

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

- Mayor Shawver reported on the upcoming Annual Harry's Café Thanksgiving Dinner (take away/drive thru) event, which is scheduled to be held on November 26, 2020.
- Mayor Shawver reported on the appointments of City Manager Jarad L. Hildenbrand and Council Member Hong Alyce Van to the Orange County Waste Management Commission.
- Mayor Shawver requested a report on the City's planned holiday activities/events.
- Ms. Zenia Bobadilla, Community Services Director reported on the following planned holiday festivities:
  - Adopt-A-Tree Program: The City of Stanton's Adopt-A-Tree Program will gift Christmas trees and stands as well as lights and decorations to ten Stanton families in need.
  - Capture the Season! Holiday Photo Event: The City will be providing a holiday-themed backdrop for families to visit and take a festive photo. Additionally, each registered participant will receive a treat to take home and enjoy.
  - Santa Siren: The City is currently working with the Boys and Girls Club of Stanton in conducting a safe and meaningful event with all appropriate health and safety precautions in place for our Stanton community.
  - Letters to Santa: The City will be accepting Letters to Santa until December 10, 2020 to ensure that they arrive to Santa in time for the holiday season.
  - The City is currently working with Community Sponsors on an Adopt-A-Family / Adopt-A-Senior program.
  - Holiday/Christmas street pole decorations will be installed as of November 30, 2020.

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

Council Member Ramirez requested to agendize a review of the Mayor's Appointments of Council Members as Representatives to Various Agencies prior to approval in January.

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

Council Member Van requested to agendize for a future study session discussion regarding the City participation in the Community Choice Aggregation program.



## **DRAFT**

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

None.

### **17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

None.

### **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.

- Lieutenant Cruz Alday expressed his gratitude to the City Council for the welcoming words of encouragement and provided a brief introduction about himself to the City Council and Stanton community.
- Lieutenant Cruz Alday provided the City Council with an update on their current operations.

The City Council recessed back into closed session at 7:42 p.m.

The City Council reconvened in open session at 8:54 p.m.

The City Attorney reported that the City Council met in closed session from 7:42 to 8:54 p.m.

The City Attorney reported that there was no reportable action.

- 18. ADJOURNMENT** in honor and memory of Former Colonel Hồ Sĩ Khải.  
Motion/Second: Shawver/  
Motion carried at 8:56 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and City Council

**DATE:** December 8, 2020

**SUBJECT: ANNUAL FINANCIAL REPORT OF DEVELOPMENT IMPACT FEES  
PURSUANT TO GOVERNMENT CODE SECTION 66006 (AB 1600)**

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

The Annual Financial Report of Development Impact Fees for the fiscal year ended June 30, 2020, is provided to City Council in Attachment A as required by California Government Code Section 66006, which was enacted by Assembly Bill No. 1600 (AB 1600). All development impact fees that have been collected, including interest earned on the fees, have been spent or have been earmarked for spending as of June 30, 2020. Consequently, there are no funds that are required by California Government Code Section 66006 to be refunded to property owners.

In addition, staff has prepared the annual reports for the previous five fiscal years as well, which are included in Attachments B through F. In compliance with California Government Code Section 65940.1, Attachments A through F will be posted on the City's website after City Council approval.

#### **RECOMMENDED ACTIONS:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the attached Annual Financial Reports of Development Impact Fees and make the findings contained herein.

#### **ANALYSIS:**

AB 1600 requires that local agencies annually report certain financial information related to capital improvement projects (streets, transit facilities, parks, sewer, storm drains, etc.) that have been funded by development impact fees. AB 1600 enacted California Government Code Sections 66000-66008 that generally contain four requirements:

1. A local jurisdiction must follow the process set forth in the bill and make certain determinations regarding the purpose and use of each development impact fee, and establish a “nexus” or connection between a development project or class of projects and the public improvement being financed with the fee.
2. The fee revenue must be segregated from the General Fund in order to avoid the commingling of public improvement fees and General Fund revenues.
3. If the City had had possession of funds generated by development impact fees for five years or more, and has not spent such funds, or committed such funds to a project, it must make certain findings describing the continuing need to retain those funds. If the local jurisdiction is unable to make the findings required by state law, the City must refund the fees to property owners.
4. An annual report must be made of fees collected, interest earned, projects on which fees were expended, and any transfers or loans from the fee account. The report must be presented to the agency’s governing board within 180 days of the end of the fiscal year.

As demonstrated in Attachment A, the following funds hold fees that remain unexpended after five years of receipt: Traffic Signal Impact Fee Fund, Community Center Fee Fund, and Police Services Fee Fund. The accumulated unexpended fees for the Traffic Signal Impact Fee Fund has been committed to fund traffic signal improvements in the City’s Fiscal Year 2020-21 Adopted Budget. The City’s 2011 Impact Fee Nexus Study estimates the cost of an additional Community Center and additional Police Services facility to be \$2,210,000 and \$2,000,000, respectively. These estimated costs are significantly less than the community center fees and police services fees that have been collected through June 30, 2020, which are approximately, \$18,954, and \$17,155, respectively. Consequently, the City is continuing to accumulate these fees until enough funding for these facilities is achieved.

The findings required to be made by AB 1600 with respect to unexpended fees as of June 30, 2020, are set forth below:

1. The purposes for which these fees have been collected are for the projects identified in the Annual Financial Report of Development Impact Fees.
2. There is a reasonable relationship between the fees and the purposes for which they have been collected. The fees are necessary to mitigate the impacts of development.
3. For projects that remain incomplete as of June 30, 2020, the approximate timing for the completion of these projects is set forth in the Annual Financial Report of Development Impact Fees. The source of funding to complete these projects are existing reserves of the related funds and development impact fees anticipated to be collected in future fiscal years in amounts enough to complete these projects.

4. Fund held in the Traffic Signal Impact Fee Fund are committed to a specific capital project.
5. The City Council finds that although not yet committed to a specific project, the City needs to continue to retain the funds held in the Community Center Fee Fund and Police Services Fee Fund to fund future facility projects once enough funding is accumulated.

Based on the foregoing, the City is not required to refund any fees collected pursuant to the requirements of AB 1600.

**FISCAL IMPACT:**

As of June 30, 2020, no refund of development impact fees is required.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

The City Attorney has reviewed the Annual Report of Developer Impact Fees Report as to form.

**PUBLIC NOTIFICATION:**

Through the normal agenda notification process. In addition on November 23, 2020, the City Clerk posted a public notice to notify the public the reports are available for public inspection. The notice was posted as follows: on the City's website, at the post office, at City Hall, and at the Family Resource Center.

**STRATEGIC PLAN OBJECTIVE ADDRESSED**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

s/ Michelle Bannigan

s/ Jarad L. Hildenbrand

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Michelle Bannigan, CPA  
Finance Director

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Jarad L. Hildenbrand  
City Manager

**Attachments:**

- A. AB 1600 Report as of June 30, 2020
- B. AB 1600 Report as of June 30, 2019
- C. AB 1600 Report as of June 30, 2018
- D. AB 1600 Report as of June 30, 2017
- E. AB 1600 Report as of June 30, 2016
- F. AB 1600 Report as of June 30, 2015

**CITY OF STANTON**  
**Annual Financial Report of Developer Impact Fees**  
**Pursuant to Government Code Section 66006**  
**(AB 1600 Report)**  
**as of June 30, 2020**

		Street Impact Fee (Fund 261)	Traffic Signal Impact Fee (Fund 262)	Community Center Fee (Fund 263)	Police Services Fee (Fund 264)	Park and Recreation Facilities Fee (Fund 310)	Sewer Connection Fee (Fund 501)
Beginning Fund Balance	06/30/19	\$ 103,220.22	\$ 23,085.71	\$ 71,074.73	\$ 64,328.66	\$ 704,883.08	\$ -
<u>Revenues</u>							
Developer Fees		54,532.00	12,194.00	39,530.00	35,778.00	1,291,682.73	21,908.67
Interest Income		3,174.11	709.87	2,213.54	2,003.44	34,551.58	-
Unrealized Gains/Losses		2,142.76	479.21	1,494.30	1,352.47	23,324.85	-
Total Revenues		59,848.87	13,383.08	43,237.84	39,133.91	1,349,559.16	21,908.67
<u>Expenditures</u>							
Cerritos Ave. Widening Project		140,200.00	-	-	-	-	-
Dotson Park Improvements		-	-	-	-	19,964.00	-
Annual Sewer Improvements		-	-	-	-	-	21,908.67
Total Expenditures		140,200.00	-	-	-	19,964.00	21,908.67
Ending Fund Balance (A)	06/30/20	\$ 22,869.09	\$ 36,468.79	\$ 114,312.57	\$ 103,462.57	\$ 2,034,478.24	\$ -
<u>Five-Year Revenue Test</u>							
Fiscal Year 2015-2016		\$ 10,220.74	\$ 2,286.21	\$ 6,621.46	\$ 5,992.99	\$ 301,285.43	\$ 5,454.95
Fiscal Year 2016-2017		276.93	61.94	191.95	173.73	45,581.44	4,140.30
Fiscal Year 2017-2018		18,370.94	4,109.27	11,908.52	10,778.22	490,299.03	12,293.22
Fiscal Year 2018-2019		47,673.94	10,662.11	33,398.85	30,228.79	458,567.72	18,182.07
Fiscal Year 2019-2020		59,848.87	13,383.08	43,237.84	39,133.91	1,349,559.16	21,908.67
Total Revenue Received for Five-Year Period Ended 6/30/2020 (B)		\$ 136,391.42	\$ 30,502.61	\$ 95,358.62	\$ 86,307.64	\$ 2,645,292.78	\$ 61,979.21

**CITY OF STANTON**  
**Annual Financial Report of Developer Impact Fees**  
**Pursuant to Government Code Section 66006**  
**(AB 1600 Report)**  
**as of June 30, 2020**

	Street Impact Fee (Fund 261)	Traffic Signal Impact Fee (Fund 262)	Community Center Fee (Fund 263)	Police Services Fee (Fund 264)	Park and Recreation Facilities Fee (Fund 310)	Sewer Connection Fee (Fund 501)
Unexpended Impact Fees and Interest in Excess of Total Receipts for Last Five Years <b>(A) Less (B)</b>	\$ -	\$ 5,966.18	\$ 18,953.95	\$ 17,154.93	\$ -	\$ -
Committed to Capital Projects - Fiscal Year 2020-21 <sup>(1)</sup>	\$ -	\$ 26,000.00	\$ -	\$ -	\$ -	\$ -
Amount in Excess of Allowed Deposit	\$ -	\$ -	\$ 18,953.95	\$ 17,154.93	\$ -	\$ -

Note:

(1) - The Fiscal Year 2020-21 Adopted Budget commits \$26,000 of Traffic Signal Impact Fees to fund traffic signal improvements.

**CITY OF STANTON**  
**Capital Projects Funded from Developer Fees**  
**Fiscal Year Ended June 30, 2020**

Account No.	Description	Amended Budget	2019-20 Actual	% Complete	% Funded with Developer Fee
<b>Fund 261 <u>Street Impact Fee Fund</u></b>					
211-3510-710205	Cerritos Ave. Widening Project	\$ 231,000.00	\$ 208,963.38	90.5%	67.1%
<b>Fund 310 <u>Park and Recreation Facilities Fee Fund</u></b>					
310-5100-750100	Dotson Park Improvements	200,000.00	19,964.00	10.0%	100.0%
<b>Fund 501 <u>Sewer Enterprise Fund</u></b>					
501-3700-730105	Sewer Improvements	683,295.52	387,540.04	56.7%	5.7%



**CITY OF STANTON**  
**Annual Financial Report of Developer Impact Fees**  
**Pursuant to Government Code Section 66006**  
**(AB 1600 Report)**  
**as of June 30, 2019**

		Street Impact Fee (Fund 261)	Traffic Signal Impact Fee (Fund 262)	Community Center Fee (Fund 263)	Police Services Fee (Fund 264)	Park and Recreation Facilities Fee (Fund 310)	Sewer Connection Fee (Fund 501)
Beginning Fund Balance	06/30/18	\$ 55,546.28	\$ 12,423.60	\$ 37,675.88	\$ 34,099.87	\$ 314,995.36	\$ -
<u>Revenues</u>							
Developer Fees		45,876.00	10,260.00	32,155.00	29,103.00	448,499.50	18,182.07
Interest Income		<u>1,797.94</u>	<u>402.11</u>	<u>1,243.85</u>	<u>1,125.79</u>	<u>10,068.220</u>	<u>-</u>
Total Revenues		<u>47,673.94</u>	<u>10,662.11</u>	<u>33,398.85</u>	<u>30,228.79</u>	<u>458,567.72</u>	<u>18,182.07</u>
<u>Expenditures</u>							
Fencing at Community Center		-	-	-	-	64,900.00	-
Stanton Park Murray-Hayden		-	-	-	-	3,780.00	-
Annual Sewer Improvements		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,182.07</u>
Total Expenditures		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>68,680.00</u>	<u>18,182.07</u>
Ending Fund Balance <b>(A)</b>	06/30/19	<u>\$ 103,220.22</u>	<u>\$ 23,085.71</u>	<u>\$ 71,074.73</u>	<u>\$ 64,328.66</u>	<u>\$ 704,883.08</u>	<u>\$ -</u>
<u>Five-Year Revenue Test</u>							
Fiscal Year 2014-2015		\$ 11,694.48	\$ 2,615.34	\$ 8,321.40	\$ 7,531.57	\$ 364,803.04	\$ 6,871.95
Fiscal Year 2015-2016		10,220.74	2,286.21	6,621.46	5,992.99	301,285.43	5,454.95
Fiscal Year 2016-2017		276.93	61.94	191.95	173.73	45,581.44	4,140.30
Fiscal Year 2017-2018		18,370.94	4,109.27	11,908.52	10,778.22	490,299.03	12,293.22
Fiscal Year 2018-2019		<u>47,673.94</u>	<u>10,662.11</u>	<u>33,398.85</u>	<u>30,228.79</u>	<u>458,567.72</u>	<u>18,182.07</u>
Total Revenue Received for Five-Year Period Ended 6/30/2019 <b>(B)</b>		\$ 88,237.03	\$ 19,734.87	\$ 60,442.18	\$ 54,705.30	\$ 1,660,536.66	\$ 46,942.49
Unexpended Impact Fees and Interest in Excess of Total Receipts for Last Five Years <b>(A) Less (B)</b>		\$ 14,983.190	\$ 3,350.84	\$ 10,632.55	\$ 9,623.36	\$ -	\$ -

**CITY OF STANTON**  
**Capital Projects Funded from Developer Fees**  
**Fiscal Year Ended June 30, 2019**

Account No.	Description	Amended Budget	2018-19 Actual	% Complete	% Funded with Developer Fee
<b>Fund 310 <u>Park and Recreation Facilities Fee Fund</u></b>					
310-1600-800305	Fencing at Community Center	\$ 64,900.00	\$ 64,900.00	100.0%	100.0%
310-5100-750115	Stanton Park Murray-Hayden Improvements	10,000.00	3,780.00	37.8%	100.0%
<b>Fund 501 <u>Sewer Enterprise Fund</u></b>					
501-3700-730105	Sewer Improvements	250,000.00	119,344.48	47.7%	15.2%

**CITY OF STANTON**  
**Annual Financial Report of Developer Impact Fees**  
**Pursuant to Government Code Section 66006**  
**(AB 1600 Report)**  
**as of June 30, 2018**

		Street Impact Fee (Fund 261)	Traffic Signal Impact Fee (Fund 262)	Community Center Fee (Fund 263)	Police Services Fee (Fund 264)	Park and Recreation Facilities Fee (Fund 310)	Sewer Connection Fee (Fund 501)
Beginning Fund Balance	06/30/17	\$ 37,175.34	\$ 8,314.33	\$ 25,767.36	\$ 23,321.65	\$ (156,532.20)	\$ 9,595.25
<u>Revenues</u>							
Developer Fees		17,784.00	3,978.00	11,505.00	10,413.00	490,299.03	12,293.22
Interest Income		<u>586.94</u>	<u>131.27</u>	<u>403.52</u>	<u>365.22</u>	<u>-</u>	<u>-</u>
Total Revenues		<u>18,370.94</u>	<u>4,109.27</u>	<u>11,908.52</u>	<u>10,778.22</u>	<u>490,299.03</u>	<u>12,293.22</u>
<u>Expenditures</u>							
Installation of Demonstration Garden at Stanton Park		-	-	-	-	18,771.47	-
Annual Sewer Improvements		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>21,888.47</u>
Total Expenditures		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,771.47</u>	<u>21,888.47</u>
Ending Fund Balance <b>(A)</b>	06/30/18	<u>\$ 55,546.28</u>	<u>\$ 12,423.60</u>	<u>\$ 37,675.88</u>	<u>\$ 34,099.87</u>	<u>\$ 314,995.36</u>	<u>\$ -</u>
<u>Five-Year Revenue Test</u>							
Fiscal Year 2013-2014		14,983.19	3,350.84	10,632.55	9,623.36	385,293.60	14,726.85
Fiscal Year 2014-2015		11,694.48	2,615.34	8,321.40	7,531.57	364,803.04	6,871.95
Fiscal Year 2015-2016		10,220.74	2,286.21	6,621.46	5,992.99	301,285.43	5,454.95
Fiscal Year 2016-2017		276.93	61.94	191.95	173.73	45,581.44	4,140.30
Fiscal Year 2017-2018		<u>18,370.94</u>	<u>4,109.27</u>	<u>11,908.52</u>	<u>10,778.22</u>	<u>490,299.03</u>	<u>12,293.22</u>
Total Revenue Received for Five-Year Period Ended 6/30/2018 <b>(B)</b>		\$ 55,546.28	\$ 12,423.60	\$ 37,675.88	\$ 34,099.87	\$ 1,587,262.54	\$ 43,487.27
Unexpended Impact Fees and Interest in Excess of Total Receipts for Last Five Years <b>(A) Less (B)</b>		\$ -	\$ -	\$ -	\$ 0.00	\$ -	\$ -

**CITY OF STANTON**  
**Capital Projects Funded from Developer Fees**  
**Fiscal Year Ended June 30, 2018**

Account No.	Description	Amended Budget	2017-18 Actual	% Complete	% Funded with Developer Fee
<b>Fund 310 <u>Park and Recreation Facilities Fee Fund</u></b>					
310-5100-750101	Installation of Demonstration Garden at Stanton Park	\$ 20,000.00	\$ 18,771.47	93.9%	100.0%
<b>Fund 501 <u>Sewer Enterprise Fund</u></b>					
501-3700-730105	Sewer Improvements	\$ 800,000.00	\$ 150,786.33	18.8%	14.5%

**CITY OF STANTON**  
**Annual Financial Report of Developer Impact Fees**  
**Pursuant to Government Code Section 66006**  
**(AB 1600 Report)**  
**as of June 30, 2017**

		Street Impact Fee (Fund 261)	Traffic Signal Impact Fee (Fund 262)	Community Center Fee (Fund 263)	Police Services Fee (Fund 264)	Park and Recreation Facilities Fee (Fund 310)	Sewer Connection Fee (Fund 501)
Beginning Fund Balance	06/30/16	\$ 36,898.41	\$ 8,252.39	\$ 25,575.41	\$ 23,147.92	\$ (70,220.46)	\$ 5,454.95
<u>Revenues</u>							
Developer Fees		-	-	-	-	45,581.44	4,140.30
Interest Income		276.93	61.94	191.95	173.73	-	-
Total Revenues		276.93	61.94	191.95	173.73	45,581.44	4,140.30
<u>Expenditures</u>							
Stanton Central Park		-	-	-	-	131,893.18	-
Total Expenditures		-	-	-	-	131,893.18	-
Ending Fund Balance <b>(A)</b>	06/30/17	<u>\$ 37,175.34</u>	<u>\$ 8,314.33</u>	<u>\$ 25,767.36</u>	<u>\$ 23,321.65</u>	<u>\$ (156,532.20)</u>	<u>\$ 9,595.25</u>
<u>Five-Year Revenue Test</u>							
Fiscal Year 2012-2013		\$ -	\$ -	\$ -	\$ -	\$ 61,175.34	\$ 8,206.30
Fiscal Year 2013-2014		14,983.19	3,350.84	10,632.55	9,623.36	385,293.60	14,726.85
Fiscal Year 2014-2015		11,694.48	2,615.34	8,321.40	7,531.57	364,803.04	6,871.95
Fiscal Year 2015-2016		10,220.74	2,286.21	6,621.46	5,992.99	301,285.43	5,454.95
Fiscal Year 2016-2017		276.93	61.94	191.95	173.73	45,581.44	4,140.30
Total Revenue Received for Five-Year Period Ended 6/30/2017 <b>(B)</b>		\$ 37,175.34	\$ 8,314.33	\$ 25,767.36	\$ 23,321.65	\$ 1,158,138.85	\$ 39,400.35
Unexpended Impact Fees and Interest in Excess of Total Receipts for Last Five Years <b>(A) Less (B)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**CITY OF STANTON**  
**Capital Projects Funded from Developer Fees**  
**Fiscal Year Ended June 30, 2017**

Account No.	Description	Amended Budget	2016-17 Actual	% Complete	% Funded with Developer Fee
<b>Fund 310 <u>Park and Recreation Facilities Fee Fund</u></b>					
310-5100-750101	Stanton Central Park	\$ 75,000.00	\$ 131,893.18	175.9%	100.0%

**CITY OF STANTON**  
**Annual Financial Report of Developer Impact Fees**  
**Pursuant to Government Code Section 66006**  
**(AB 1600 Report)**  
**as of June 30, 2016**

		Street Impact Fee (Fund 261)	Traffic Signal Impact Fee (Fund 262)	Community Center Fee (Fund 263)	Police Services Fee (Fund 264)	Park and Recreation Facilities Fee (Fund 310)	Sewer Connection Fee (Fund 501)
Beginning Fund Balance	06/30/15	\$ 26,677.67	\$ 5,966.18	\$ 18,953.95	\$ 17,154.93	\$ 1,151,476.72	\$ -
<u>Revenues</u>							
Developer Fees		10,032.00	2,244.00	6,490.00	5,874.00	294,932.70	5,454.95
Interest Income		188.74	42.21	131.46	118.99	6,352.73	-
Transfer from Successor Agency		-	-	-	-	6,501,398.66	-
Total Revenues		<u>10,220.74</u>	<u>2,286.21</u>	<u>6,621.46</u>	<u>5,992.99</u>	<u>6,802,684.09</u>	<u>5,454.95</u>
<u>Expenditures</u>							
Stanton Central Park		-	-	-	-	8,024,381.27	-
Total Expenditures		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,024,381.27</u>	<u>-</u>
Ending Fund Balance <b>(A)</b>	06/30/16	<u>\$ 36,898.41</u>	<u>\$ 8,252.39</u>	<u>\$ 25,575.41</u>	<u>\$ 23,147.92</u>	<u>\$ (70,220.46)</u>	<u>\$ 5,454.95</u>
<u>Five-Year Revenue Test</u>							
Fiscal Year 2011-2012		\$ -	\$ -	\$ -	\$ -	\$ 70,478.70	\$ 1,682.09
Fiscal Year 2012-2013		-	-	-	-	61,175.34	8,206.30
Fiscal Year 2013-2014		14,983.19	3,350.84	10,632.55	9,623.36	385,293.60	14,726.85
Fiscal Year 2014-2015		11,694.48	2,615.34	8,321.40	7,531.57	364,803.04	6,871.95
Fiscal Year 2015-2016		<u>10,220.74</u>	<u>2,286.21</u>	<u>6,621.46</u>	<u>5,992.99</u>	<u>301,285.43</u>	<u>5,454.95</u>
Total Revenue Received for Five-Year Period Ended 6/30/2016 <b>(B)</b>		\$ 36,898.41	\$ 8,252.39	\$ 25,575.41	\$ 23,147.92	\$ 1,183,036.11	\$ 36,942.14
Unexpended Impact Fees and Interest in Excess of Total Receipts for Last Five Years <b>(A) Less (B)</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**CITY OF STANTON**  
**Capital Projects Funded from Developer Fees**  
**Fiscal Year Ended June 30, 2016**

Account No.	Description	Amended Budget	2015-16 Actual	% Complete	% Funded with Developer Fee
<b>Fund 310 <u>Park and Recreation Facilities Fee Fund</u></b>					
310-5100-750101	Stanton Central Park	\$ 8,275,000.00	\$ 8,024,381.27	97.0%	19.0%



**CITY OF STANTON**  
**Annual Financial Report of Developer Impact Fees**  
**Pursuant to Government Code Section 66006**  
**(AB 1600 Report)**  
**as of June 30, 2015**

		Street Impact Fee (Fund 261)	Traffic Signal Impact Fee (Fund 262)	Community Center Fee (Fund 263)	Police Services Fee (Fund 264)	Park and Recreation Facilities Fee (Fund 310)	Sewer Connection Fee (Fund 501)
Beginning Fund Balance	06/30/14	\$ 14,983.19	\$ 3,350.84	\$ 10,632.55	\$ 9,623.36	\$ 928,216.73	\$ -
<u>Revenues</u>							
Developer Fees		11,608.00	2,596.00	8,260.00	7,476.00	360,311.16	6,871.95
Interest Income		<u>86.48</u>	<u>19.34</u>	<u>61.40</u>	<u>55.57</u>	<u>4,491.88</u>	<u>-</u>
Total Revenues		<u>11,694.48</u>	<u>2,615.34</u>	<u>8,321.40</u>	<u>7,531.57</u>	<u>364,803.04</u>	<u>6,871.95</u>
<u>Expenditures</u>							
Premier Park Improvements		-	-	-	-	90,665.05	-
Stanton Central Park		-	-	-	-	50,878.00	-
Annual Sewer Improvements		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,871.95</u>
Total Expenditures		<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>141,543.05</u>	<u>6,871.95</u>
Ending Fund Balance <b>(A)</b>	06/30/15	<u><u>\$ 26,677.67</u></u>	<u><u>\$ 5,966.18</u></u>	<u><u>\$ 18,953.95</u></u>	<u><u>\$ 17,154.93</u></u>	<u><u>\$ 1,151,476.72</u></u>	<u><u>\$ -</u></u>
<u>Five-Year Revenue Test</u>							
Fiscal Year 2010-2011		\$ -	\$ -	\$ -	\$ -	\$ 156,651.66	\$ 5,486.98
Fiscal Year 2011-2012		-	-	-	-	70,478.70	1,682.09
Fiscal Year 2012-2013		-	-	-	-	61,175.34	8,206.30
Fiscal Year 2013-2014		14,983.19	3,350.84	10,632.55	9,623.36	385,293.60	14,726.85
Fiscal Year 2014-2015		<u>11,694.48</u>	<u>2,615.34</u>	<u>8,321.40</u>	<u>7,531.57</u>	<u>364,803.04</u>	<u>6,871.95</u>
Total Revenue Received for Five-Year Period Ended 6/30/2015 <b>(B)</b>		\$ 26,677.67	\$ 5,966.18	\$ 18,953.95	\$ 17,154.93	\$ 1,038,402.34	\$ 36,974.17
Unexpended Impact Fees and Interest in Excess of Total Receipts for Last Five Years <b>(A) Less (B)</b>		\$ -	\$ -	\$ -	\$ -	\$ 113,074.38	\$ -

**CITY OF STANTON**  
**Annual Financial Report of Developer Impact Fees**  
**Pursuant to Government Code Section 66006**  
**(AB 1600 Report)**  
**as of June 30, 2015**

	Street Impact Fee (Fund 261)	Traffic Signal Impact Fee (Fund 262)	Community Center Fee (Fund 263)	Police Services Fee (Fund 264)	Park and Recreation Facilities Fee (Fund 310)	Sewer Connection Fee (Fund 501)
Committed to Capital Projects - Fiscal Year 2015-16 <sup>(1)</sup>	\$ -	\$ -	\$ -	\$ -	\$ 1,151,476.72	
Amount in Excess of Allowed Deposit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Note:

(1) - The Fiscal Year 2015-16 Adopted Budget committed Parks and Recreation Facilities Fees to fund the construction of Stanton Central Park.

**CITY OF STANTON**  
**Capital Projects Funded from Developer Fees**  
**Fiscal Year Ended June 30, 2015**

Account No.	Description	Amended Budget	2014-15 Actual	% Complete	% Funded with Developer Fee
<b>Fund 310 <u>Park and Recreation Facilities Fee Fund</u></b>					
310-5100-750100	Premier Park Improvements	\$ 99,052.81	\$ 90,665.05	91.5%	100.0%
310-5100-750101	Stanton Central Park	-	50,878.00	100.0%	100.0%
<b>Fund 501 <u>Sewer Enterprise Fund</u></b>					
501-3700-730105	Sewer Improvements	\$ 615,808.50	\$ 110,356.43	17.9%	6.2%

## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and City Council

**DATE:** December 8, 2020

**SUBJECT: OCTOBER 2020 INVESTMENT REPORT**

#### REPORT IN BRIEF:

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

#### RECOMMENDED ACTIONS:

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

#### BACKGROUND:

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

	Beginning Balance	Net Change	Ending Balance
Cash and Investment Accounts (Pooled-All Funds)	\$ 49,447,704.18	\$ 5,110,461.29	\$ 54,558,165.47
Cash (Non-Pooled)	4,142,897.50	(137,715.31)	4,005,182.19
Total Cash and Investments	<u>\$ 53,590,601.68</u>	<u>\$ 4,972,745.98</u>	<u>\$ 58,563,347.66</u>

Between September 30, 2020, and October 31, 2020, the City's total cash and investments increased by \$5.0 million. During the month of October, the City collected \$5.3 million in refundable deposits from applicants for the City's cannabis permit program.

The attached reports summarize the City investments and deposit balances as of October 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 October 31, 2020, City investments consisted of the following:

	Market Value at October 31, 2020	Average Interest Rate	Percentage of Portfolio Invested by Type	Percentage of Portfolio Permitted by Investment	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 25,784,538.16	0.62%	55.15%	100.00%	Yes
California Asset Management Program (CAMP)	6,246,972.11	0.19%	13.36%	100.00%	Yes
Negotiable Certificates of Deposit	10,548,460.28	2.34%	22.56%	30.00%	Yes
Municipal Bonds	4,173,282.25	2.22%	8.93%	100.00%	Yes
Total investments	<u>\$ 46,753,252.80</u>		<u>100.00%</u>		

As of October 31, 2020, the average purchase yield to maturity earned on the City's total investment portfolio was 1.08%, which is above the benchmark LAIF return of 0.62%. The weighted average maturity of the City's was approximately 221 days (approximately 7 ½ months) as of October 31, 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 \$46.8 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:

Approved by:

s/ Michelle Bannigan

s/ Jarad L. Hildenbrand

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Michelle Bannigan, CPA  
Finance Director

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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 OCTOBER 31, 2020**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 14,011,702.02	\$ 6,681,036.55	\$ (1,248,619.96)	\$ 19,444,118.61
102-111101	General Fund (Transactions & Use Tax)	3,317,342.47	423,399.62	(515,646.75)	3,225,095.34
210-111101	Certified Access Specialists (CASP) Program	37,093.53	-	-	37,093.53
211-111101	Gas Tax Fund	332,906.83	80,770.79	(24,693.16)	388,984.46
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	491,240.52	66,177.10	(256,594.80)	300,822.82
220-111101	Measure M Fund	625,314.30	-	-	625,314.30
222-111101	Community Development Block Grant (CDBG) Fund	243,698.19	-	(13,640.00)	230,058.19
223-111101	Protective Services Fund	-	-	(1,312.50)	(1,312.50)
224-111101	Lighting Maintenance 1919 Act Fund	213,264.33	255.27	(8,174.28)	205,345.32
225-111101	Lighting/Median Maintenance 1972 Act Fund	944,921.15	-	(29,588.03)	915,333.12
226-111101	Air Quality Improvement Fund	230,518.48	-	-	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)	437,953.64	22,456.11	(7,799.17)	452,610.58
250-111101	Families and Communities Together (FaCT) Grant Fund	(21,535.50)	44,548.69	(22,362.59)	650.60
251-111101	Senior Transportation Fund	39,707.82	443.05	(2,565.01)	37,585.86
255-111101	CalGRIP Grant Fund (Fiscal Year 2014/15)	36,819.94	-	(4,351.88)	32,468.06
256-111101	CARES Fund	174,339.11	241,244.00	(43,956.20)	371,626.91
261-111101	Street Impact Fees Fund	56,493.50	650.00	-	57,143.50
262-111101	Traffic Signal Impact Fees Fund	44,068.52	145.00	-	44,213.52
263-111101	Community Center Impact Fees Fund	139,442.57	295.00	-	139,737.57
264-111101	Police Services Impact Fees Fund	126,207.35	267.00	-	126,474.35
271-111101	Public Safety Task Force Fund	389,240.44	-	(23,591.19)	365,649.25
280-111101	Stanton Central Park Maintenance Fund	(12,149.00)	-	(925.00)	(13,074.00)
285-111101	Stanton Housing Authority Fund	15,643,930.17	21,709.67	(82,429.91)	15,583,209.93
305-111101	Capital Projects Fund	321,564.22	257,543.55	(360,543.55)	218,564.22
310-111101	Park and Recreation Facilities Fund	2,856,300.78	11,173.00	-	2,867,473.78
501-111101	Sewer Maintenance Fund	4,557,543.00	5,984.79	(44,610.12)	4,518,917.67
602-111101	Workers' Compensation Fund	281,347.41	-	(80.00)	281,267.41
603-111101	Liability Risk Management Fund	126,662.23	-	-	126,662.23
604-111101	Employee Benefits Fund	194,793.46	165,972.37	(69,713.64)	291,052.19
605-111101	Fleet Maintenance Fund	488,896.14	8,272.66	(2,730.66)	494,438.14
801-111101	City Trust Fund	270,992.51	33,346.93	(17,351.70)	286,987.74
901-111101	North Orange County Public Safety Task Force (NOC PSTF) Trust Fund	2,842,571.40	-	(173,949.76)	2,668,621.64
<b>Total Pooled Cash and Investments<sup>(1)</sup></b>		<b>\$ 49,447,704.18</b>	<b>\$ 8,065,691.15</b>	<b>\$ (2,955,229.86)</b>	<b>\$ 54,558,165.47</b>
<b>Less: Investments<sup>(1)</sup></b>		<b>\$ (46,732,250.03)</b>	<b>\$ (40,866.47)</b>	<b>\$ 19,863.70</b>	<b>\$ (46,753,252.80)</b>
<b>Cash - Bank of the West General Checking Account</b>		<b>\$ 2,715,454.15</b>	<b>\$ 8,024,824.68</b>	<b>\$ (2,935,366.16)</b>	<b>\$ 7,804,912.67</b>

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

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<b><u>CASH-NON-POOLED</u></b>					
101-111103	Payroll Account	\$ 104,627.05	\$ 215,808.02	\$ (320,435.07)	\$ -
801/101-111107	Website Account	103.00	4,277.00	-	4,380.00
101-111109	Flexible Spending/AFLAC	6,970.64	-	(525.00)	6,445.64
101-111505	Petty Cash	1,100.00	-	-	1,100.00
604-111404	Cash with Fiscal Agent (PARS) <sup>(2)</sup>	4,030,096.81	-	(36,840.26)	3,993,256.55
	<b>Total Cash-Non-Pooled</b>	<b>\$ 4,142,897.50</b>	<b>\$ 220,085.02</b>	<b>\$ (357,800.33)</b>	<b>\$ 4,005,182.19</b>
<b><u>INVESTMENTS</u></b>					
	POOLED ALL FUNDS	\$ 46,732,250.03	\$ 40,866.47	\$ (19,863.70)	\$ 46,753,252.80
	<b>Total Investments</b> <sup>(3)</sup>	<b>\$ 46,732,250.03</b>	<b>\$ 40,866.47</b>	<b>\$ (19,863.70)</b>	<b>\$ 46,753,252.80</b>
	<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 53,590,601.68</b>	<b>\$ 8,285,776.17</b>	<b>\$ (3,313,030.19)</b>	<b>\$ 58,563,347.66</b>

**Notes:**

<sup>(1)</sup> - 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.

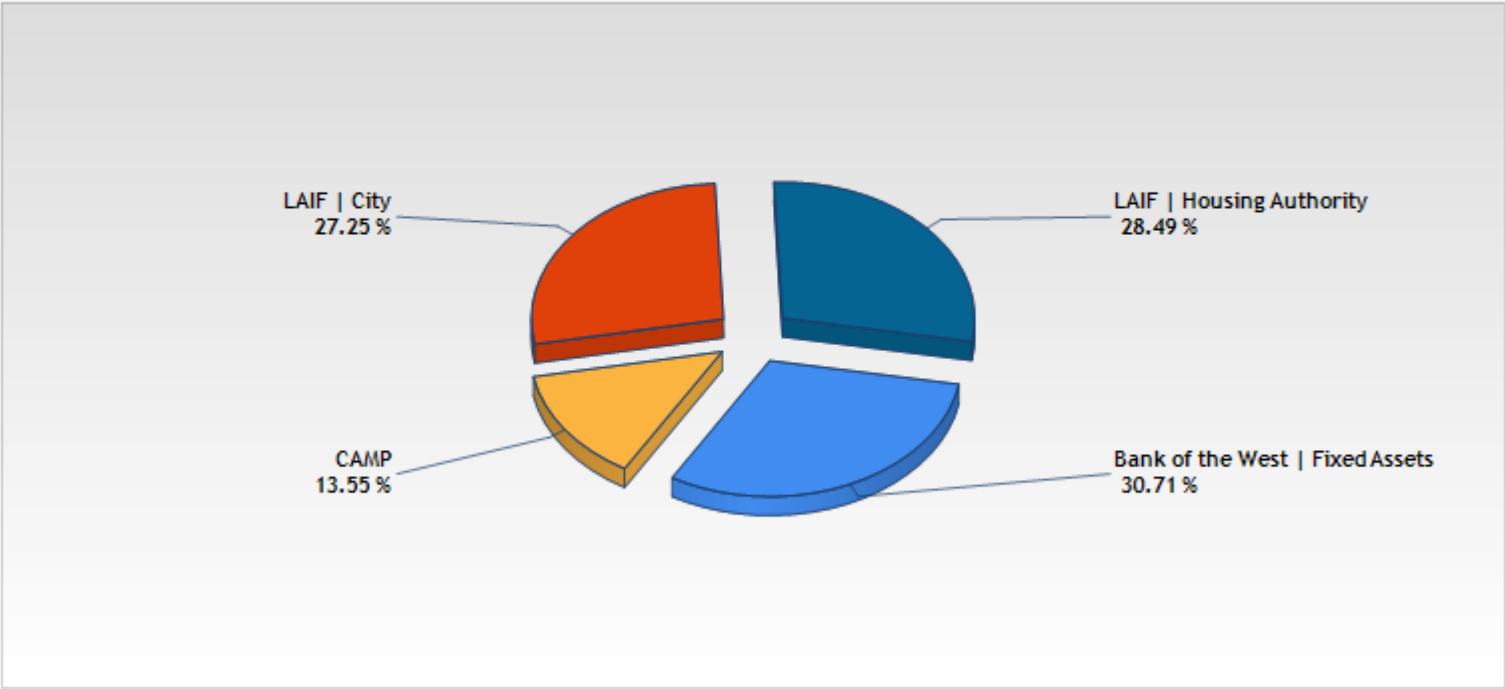
<sup>(2)</sup> - The Public Agency Retirement Services (PARS) account is an irrevocable trust that can be used for pension and other post employment benefits only. This fund is excluded from the compliance requirements set forth in the City's investment policy.

<sup>(3)</sup> - 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: 10/31/2020

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	719	30.71	14,721,742.53	14,169,225.11	1.91
CAMP	6,246,972.11	0.190	6,246,972.11	1	13.55	6,246,972.11	6,246,972.11	0.00
LAIF   City	12,560,932.60	0.620	12,560,932.60	1	27.25	12,605,376.81	12,560,932.60	0.00
LAIF   Housing Authority	13,132,694.08	0.620	13,132,694.08	1	28.49	13,179,161.35	13,132,694.08	0.00
TOTAL / AVERAGE	46,095,598.79	1.080	46,138,263.94	221	100	46,753,252.80	46,109,823.90	0.59

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 10/31/2020

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
<b>Certificate Of Deposit</b>											
Abacus Federal Savings NY 1.95 7/21/2021	00257TAY2	7/21/2017	1.950	249,000.00	249,000.00	249,000.00	252,403.83	7/21/2021	263	133.03	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	263,245.29	2/14/2023	836	307.33	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	154,690.50	5/23/2022	569	69.04	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	256,294.61	8/8/2022	646	1,335.83	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	256,786.14	8/29/2022	667	974.47	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	272,672.50	3/25/2024	1,241	715.07	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	270,351.75	5/23/2024	1,300	144.62	0.54
Barclays Bank DE 2 7/12/2021	06740KKC0	7/12/2017	2.000	247,000.00	247,000.00	247,000.00	250,361.67	7/12/2021	254	1,502.30	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	249,711.20	3/10/2021	130	675.72	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	255,710.32	3/15/2022	500	734.49	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	256,311.90	7/19/2022	626	1,618.70	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	252,219.57	6/30/2021	242	13.64	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	269,821.38	5/17/2024	1,294	248.32	0.54
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	264,428.04	4/28/2023	909	18.08	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	248,242.41	7/22/2024	1,360	1,606.18	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	267,530.58	7/22/2024	1,360	138.14	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	247,288.99	11/23/2020	23	1,607.87	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	261,988.80	9/27/2023	1,061	88.11	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	265,065.48	8/23/2024	1,392	106.42	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	256,099.48	6/21/2022	598	2,099.16	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	259,415.67	2/28/2023	850	39.91	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	266,686.14	4/25/2024	1,272	107.16	0.53
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	246,295.98	263,115.81	8/29/2023	1,032	23.19	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	247,161.17	254,365.54	4/12/2022	528	276.44	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	269,512.62	4/26/2024	1,273	88.68	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	252,314.19	7/21/2021	263	129.62	0.54
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,862.39	270,157.53	6/28/2024	1,336	47.07	0.54
Medallion Bank UT 2 4/6/2021	58403B6F8	4/6/2017	2.000	249,000.00	249,000.00	249,000.00	251,109.03	4/6/2021	157	341.10	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	265,879.71	8/23/2023	1,026	141.90	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	269,148.60	2/7/2024	1,194	1,775.92	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	269,148.60	2/7/2024	1,194	1,775.92	0.53
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,904.86	266,034.09	3/27/2023	877	81.86	0.54
Numerica FCU WA 2 11/30/2020	67054NAF0	5/31/2017	2.000	249,000.00	249,000.00	249,000.00	249,418.32	11/30/2020	30	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	263,420.56	8/23/2024	1,392	933.86	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	257,550.48	8/2/2022	640	1,406.47	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	255,695.44	3/14/2022	499	750.45	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	255,820.37	5/19/2022	565	2,679.78	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	251,583.60	7/28/2021	270	1,290.96	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	255,590.66	7/29/2022	636	1,335.83	0.54
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,775.31	266,153.60	5/15/2023	926	621.70	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	265,115.28	8/28/2024	1,397	39.91	0.54
<b>Sub Total / Average Certificate Of Deposit</b>			<b>2.344</b>	<b>10,065,000.00</b>	<b>10,065,291.40</b>	<b>10,064,999.71</b>	<b>10,548,460.28</b>		<b>798</b>	<b>28,024.25</b>	<b>21.84</b>
<b>Local Government Investment Pool</b>											
CAMP LGIP	CAMP3001	2/29/2020	0.190	6,246,972.11	6,246,972.11	6,246,972.11	6,246,972.11	N/A	1		13.55
LAIF   City LGIP	LAIFCITY0895	2/29/2020	0.620	12,560,932.60	12,560,932.60	12,560,932.60	12,605,376.81	N/A	1		27.25
LAIF   Housing Authority LGIP	LAIFHA0004	2/29/2020	0.620	13,132,694.08	13,132,694.08	13,132,694.08	13,179,161.35	N/A	1		28.49
<b>Sub Total / Average Local Government Investment Pool</b>			<b>0.536</b>	<b>31,940,598.79</b>	<b>31,940,598.79</b>	<b>31,940,598.79</b>	<b>32,031,510.27</b>		<b>1</b>	<b>0.00</b>	<b>69.29</b>
<b>Municipal</b>											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,915.59	282,293.00	3/1/2023	851	1,145.83	0.60
California Housing CA 2.512 8/1/2021-21	13034PZH3	7/24/2017	2.315	350,000.00	352,625.00	350,489.62	354,578.00	8/1/2021	274	2,198.00	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	255,526.93	258,335.40	8/1/2021	274	1,601.40	0.55
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,885.65	211,857.25	8/1/2024	1,370	958.89	0.44
Guadalupe Community CA 2.25 8/1/2021-21	400559AD2	1/8/2018	2.545	225,000.00	222,750.00	224,526.13	226,449.00	8/1/2021	274	1,265.62	0.49
Los Angeles County CA 2.5 9/1/2021	54465AHP0	6/26/2017	2.080	400,000.00	406,684.00	401,334.18	406,300.00	9/1/2021	305	1,666.67	0.87
Oceanside Pension CA 3.25 8/15/2021	675371AX6	8/15/2017	2.034	280,000.00	293,013.00	282,565.19	286,084.40	8/15/2021	288	1,921.11	0.61
Pomona CA 2.416 4/1/2021-21	73208MCX4	6/29/2017	2.249	500,000.00	503,000.00	500,332.36	502,690.00	4/1/2021	152	1,006.67	1.08
Riverside Pension CA 2.5 6/1/2022	769036BB9	6/20/2017	2.251	500,000.00	505,800.00	501,855.23	513,330.00	6/1/2022	578	5,208.33	1.08
Riverside Pension CA 2.5 6/1/2022	769036BB9	7/24/2017	2.401	240,000.00	241,080.00	240,352.08	246,398.40	6/1/2022	578	2,500.00	0.52
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	256,112.18	262,937.50	6/1/2024	1,309	2,864.58	0.54
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,330.26	257,842.50	9/1/2023	1,035	1,041.67	0.54
Yorba Linda CA 2 9/1/2021	986176AQ8	8/24/2017	2.000	360,000.00	360,000.00	360,000.00	364,186.80	9/1/2021	305	1,200.00	0.78
<b>Sub Total / Average Municipal</b>			<b>2.215</b>	<b>4,090,000.00</b>	<b>4,132,373.75</b>	<b>4,104,225.40</b>	<b>4,173,282.25</b>		<b>524</b>	<b>24,578.77</b>	<b>8.87</b>
<b>Total / Average</b>			<b>1.080</b>	<b>46,095,598.79</b>	<b>46,138,263.94</b>	<b>46,109,823.90</b>	<b>46,753,252.80</b>		<b>221</b>	<b>52,603.02</b>	<b>100</b>

## CITY OF STANTON

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

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

**DATE:** December 8, 2020

**SUBJECT: OCTOBER 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)**

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

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

#### **RECOMMENDED ACTIONS:**

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

#### **BACKGROUND:**

The attached reports summarize the Successor Agency investments and deposit balances as of October 2020. The Agency's cash and investment balances by fund are presented in Attachment A. The Agency's investments and deposits are included as Attachment B.

#### **ANALYSIS:**

The Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of October 2020 was 0.62%.

The Agency's investments are shown on Attachment B and have a weighted investment yield of 0.26%, which is below the benchmark LAIF return of 0.62%, as the portfolio is almost completely liquid and has significant funds held in custodial accounts accruing very little interest.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments at October 31, 2020, is 1 day. LAIF's average maturity at October 31, 2020, is approximately 169 days.

**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 Agency to meet its expenditure requirements for the next six months.

**ENVIRONMENTAL IMPACT:**

None

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

s/ Michelle Bannigan

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Michelle Bannigan, CPA  
Finance Director

Approved by:

s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager

**Attachments:**

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
CASH AND INVESTMENTS REPORT  
MONTH ENDED OCTOBER 31, 2020**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<b><u>CASH-POOLED</u></b>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 1,448,329.87	\$ -	\$ (2,750.00)	\$ 1,445,579.87
	<b>Total Cash-Pooled <sup>(1)</sup></b>	<b>\$ 1,448,329.87</b>	<b>\$ -</b>	<b>\$ (2,750.00)</b>	<b>\$ 1,445,579.87</b>
<b><u>CASH-RESTRICTED (with Fiscal Agent)</u></b>					
712-111412	2010 Tax Allocation Bonds	\$ 316.33	\$ -	\$ (316.33)	\$ -
712-111423	2016 Tax Allocation Bonds, Series A and B	1,331,527.76	5.46	-	1,331,533.22
712-111425	2016 Tax Allocation Bonds, Series C and D	1,813,895.36	7.43	-	1,813,902.79
712-111426	2020 Tax Allocation Refunding Bonds, Series A	7,103.18	316.85	(6,500.00)	920.03
	<b>Total Cash-Restricted (with Fiscal Agent)</b>	<b>\$ 3,152,842.63</b>	<b>\$ 329.74</b>	<b>\$ (6,816.33)</b>	<b>\$ 3,146,356.04</b>
	<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 4,601,172.50</b>	<b>\$ 329.74</b>	<b>\$ (9,566.33)</b>	<b>\$ 4,591,935.91</b>

Note:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
INVESTMENTS AND DEPOSITS  
MONTH ENDED OCTOBER 31, 2020**

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interest Rate		Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California		On Demand	0.78%	N/A	\$ 1,445,580	\$ 1,445,580	LAIF

**Total Cash Investments and Deposits**

1	0.26%
Weighted Average	Weighted Average
Maturity (days)	Yield

\$ 1,445,580	\$ 1,445,580
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Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2016 Series A and B</b>										
Debt Service:										
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 1,331,504	\$ 1,331,504	\$ 1,331,504	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	28	28	28	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2016 Series A and B

\$ 1,331,533 \$ 1,331,533

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2016 Series C and D</b>										
Debt Service:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 1,813,869	\$ 1,813,869	\$ 1,813,869	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	33	33	33	US Bank

Total 2016 Series C and D

\$ 1,813,903 \$ 1,813,903



Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2020 Tax Allocation Refunding Bonds</b>										
Cost of Issuance:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 603	\$ 603	\$ 603	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	317	317	317	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$ 920 \$ 920

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

<b>\$ 3,146,356</b>	<b>\$ 3,146,356</b>
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**TOTAL - ALL CASH AND INVESTMENTS**

<b>\$4,591,936</b>	<b>\$4,591,936</b>
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Notes:

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

## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

**TO:** Honorable Mayor and City Council

**DATE:** December 8, 2020

**SUBJECT: OCTOBER 2020 GENERAL FUND REVENUE AND EXPENDITURE REPORT**

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

The monthly General Fund Revenue and Expenditure Report for the month ended October 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 October 31, 2020.

#### **ANALYSIS:**

The attached reports summarize the City revenue and expenditure balances for the General Fund as of October 31, 2020. The reports include information for the month of June, on a year-to-date basis, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount and a percentage of final for the previous fiscal year is included as well.

As of October 31, total General Fund revenues received to date was \$4.3 million, which represents 18% of the Fiscal Year 20/21 budgeted amount and is consistent with the revenues collected for the same period last year. Total General Fund expenditures were \$7.5 million through October 31, which represents 31% of the 20/21 projected expenditures and is 24% 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 and information technology costs. In addition, law enforcement costs

through October 2020 were 32% higher than the same period last year due to a timing difference in the City's payments to the County of Orange. The Fiscal Year 20/21 costs reflect four monthly payments whereas the Fiscal Year 19/20 costs only reflect three monthly payments.

**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:

s/ Michelle Bannigan

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Michelle Bannigan, CPA  
Finance Director

Approved by:

s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager

**Attachments:**

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

**CITY OF STANTON**  
**October 2020 General Fund Revenues (33% 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 October	Year To Date Actual *	Percent of Budget		
<b>TAXES</b>							
Property Tax	\$ 6,540,995	\$ 6,540,995	\$ 1,243	\$ 35,958	0.55%	\$ 60,127	-40.20%
Sales and Use Tax	4,122,000	4,122,000	344,807	794,709	19.28%	777,040	2.27%
Transactions and Use Tax	4,092,000	4,092,000	423,400	908,476	22.20%	771,022	17.83%
Transient Occupancy Tax	432,000	432,000	56,681	111,323	25.77%	95,541	16.52%
Franchise Fees	1,080,935	1,080,935	-	125,400	11.60%	175,945	-28.73%
Business Licenses	181,000	181,000	1,278	7,058	3.90%	9,073	-22.21%
Utility Users Tax	1,939,325	1,939,325	210,694	543,833	28.04%	491,479	10.65%
Tax Increment Pass-thru Payment	300,410	300,410	-	-	0.00%	-	**
<b>TAXES-TOTAL</b>	<b>18,688,665</b>	<b>18,688,665</b>	<b>1,038,103</b>	<b>2,526,757</b>	<b>13.52%</b>	<b>2,380,227</b>	<b>6.16%</b>
<b>INTERGOVERNMENTAL</b>							
County WDA Shared Revenue	156,630	156,630	-	-	0.00%	-	**
Mandated Cost Reimbursement	32,115	32,115	-	-	0.00%	53,598	-100.00%
Motor Vehicle In Lieu	20,000	20,000	-	-	0.00%	-	**
Public Safety Augmentation Tax	140,600	140,600	12,718	25,960	18.46%	25,821	0.54%
Planning Grants	-	100,000	-	-	0.00%	-	**
Other Grants	4,200	4,200	751	2,253	53.64%	-	100.00%
<b>INTERGOVERNMENTAL-TOTAL</b>	<b>353,545</b>	<b>453,545</b>	<b>13,469</b>	<b>28,213</b>	<b>6.22%</b>	<b>79,419</b>	<b>-64.48%</b>
<b>CHARGES FOR SERVICES</b>							
Charges for Services	255,045	255,045	10,470	28,302	11.10%	140,000	-79.78%
Information Technology Charges	24,675	24,675	2,024	8,095	32.81%	-	100.00%
Indirect Cost Reimbursement	-	-	-	-	**	134,605	-100.00%
<b>CHARGES FOR SERVICES-TOTAL</b>	<b>279,720</b>	<b>279,720</b>	<b>12,494</b>	<b>36,397</b>	<b>13.01%</b>	<b>274,605</b>	<b>-86.75%</b>
<b>FEES AND PERMITS</b>							
Solid Waste Impact Fees	1,150,000	1,150,000	-	163,237	14.19%	294,074	-44.49%
Building Permits and Fees	832,350	832,350	53,713	688,180	82.68%	513,171	34.10%
Planning Permits and Fees	173,500	173,500	1,262	32,048	18.47%	120,515	-73.41%
Engineering Permits and Fees	54,235	54,235	4,820	31,046	57.24%	25,337	22.53%
Recycling Fees	96,975	96,975	-	-	0.00%	-	**
Other Permits and Fees	315,875	315,875	148,822	212,095	67.15%	54,962	285.89%
Community Services Fees	49,000	49,000	2,010	3,020	6.16%	17,739	-82.98%
<b>FEES AND PERMITS -TOTAL</b>	<b>2,671,935</b>	<b>2,671,935</b>	<b>524,864</b>	<b>1,443,863</b>	<b>54.04%</b>	<b>1,025,798</b>	<b>40.76%</b>
<b>FINES AND FORFEITURES</b>							
General Fines	500	500	16	54	10.80%	107	-49.53%
Motor Vehicle Fines	111,765	111,765	10,604	24,503	21.92%	34,889	-29.77%
Parking Citations	200,000	200,000	25,958	79,292	39.65%	76,829	3.21%
DMV Parking Collections	60,000	60,000	4,150	14,331	23.89%	27,577	-48.03%
Administrative Citation	5,000	5,000	1,200	1,900	38.00%	3,590	-47.08%
<b>FINES AND FORFEITURES-TOTAL</b>	<b>377,265</b>	<b>377,265</b>	<b>41,928</b>	<b>120,080</b>	<b>31.83%</b>	<b>142,992</b>	<b>-16.02%</b>
<b>USE OF MONEY AND PROPERTY</b>							
Investment Earnings	161,000	161,000	-	58,231	36.17%	-	100.00%
Unrealized Gains (Losses)	-	-	(374)	(1,878)	**	-	**
Rental Income	80,530	80,530	4,780	6,339	7.87%	42,708	-85.16%
<b>USE OF MONEY AND PROPERTY-TOTAL</b>	<b>241,530</b>	<b>241,530</b>	<b>4,406</b>	<b>62,692</b>	<b>25.96%</b>	<b>42,708</b>	<b>46.79%</b>
<b>MISCELLANEOUS REVENUE</b>							
Miscellaneous Revenue	10,500	10,500	73	10,919	103.99%	157,646	-93.07%
<b>MISCELLANEOUS REVENUE-TOTAL</b>	<b>10,500</b>	<b>10,500</b>	<b>73</b>	<b>10,919</b>	<b>103.99%</b>	<b>157,646</b>	<b>-93.07%</b>
<b>TRANSFERS IN</b>							
From Gas Tax Fund	120,500	120,500	10,042	40,167	33.33%	-	100.00%
From Protective Services Fund	413,590	413,590	-	6,742	1.63%	190,000	-96.45%
From Supplemental Law Enforcement Grants	93,590	93,590	7,799	31,197	33.33%	-	100.00%
<b>TRANSFERS IN-TOTAL</b>	<b>627,680</b>	<b>627,680</b>	<b>17,841</b>	<b>78,106</b>	<b>12.44%</b>	<b>190,000</b>	<b>-58.89%</b>
<b>TOTAL REVENUES AND TRANSFERS IN</b>	<b>\$ 23,250,840</b>	<b>\$ 23,350,840</b>	<b>\$ 1,653,178</b>	<b>\$ 4,307,027</b>	<b>18.44%</b>	<b>\$ 4,293,395</b>	<b>0.32%</b>

\* = Actual data is reported through October.

**TAXES**  
**October 2020 General Fund Revenues (33% 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 October	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
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	44.43%	-	100.00%
430110	Property Tax-Prior Year	1,000	1,000	-	-	0.00%	-	**
430115	Property Tax-Supplemental	31,890	31,890	1,243	1,638	5.14%	2,521	100.00%
430120	Residual Redevelopment Property Tax	950,790	950,790	-	-	0.00%	-	**
430121	In-Lieu Vehicle License Fee	4,315,000	4,315,000	-	-	0.00%	-	**
430125	Property Tax-Public Utility	41,275	41,275	-	-	0.00%	-	**
430130	Tax Administration Fees	(5,000)	(5,000)	-	-	0.00%	-	**
430135	Homeowners Tax Relief	4,990	4,990	-	-	0.00%	-	**
430140	Property Transfer Tax	70,050	70,050	-	18,771	26.80%	38,747	-51.55%
430200	Sales And Use Tax	4,122,000	4,122,000	344,807	794,709	19.28%	777,040	2.27%
430300	Transient Occupancy Tax	432,000	432,000	56,681	111,323	25.77%	95,541	16.52%
430405	Franchise Tax/Cable TV	226,200	226,200	-	34,044	15.05%	40,064	-15.03%
430410	Franchise Tax/Electric	197,200	197,200	-	-	0.00%	-	**
430415	Franchise Tax/Gas	57,685	57,685	-	-	0.00%	-	**
430420	Franchise Tax/Refuse	521,850	521,850	-	91,356	17.51%	135,881	100.00%
430425	Franchise Tax/Water	78,000	78,000	-	-	0.00%	-	**
430500	Business License Tax	181,000	181,000	1,278	7,058	3.90%	9,073	-22.21%
430600	Util User Tax/Electricity	934,720	934,720	112,242	306,540	32.79%	277,747	10.37%
430605	Util User Tax/Telephone	383,210	383,210	19,657	57,895	15.11%	63,571	-8.93%
430610	Util User Tax/Gas	206,925	206,925	21,289	41,249	19.93%	31,979	28.99%
430615	Util User Tax/Water	414,470	414,470	57,506	138,149	33.33%	118,182	16.90%
440100	AB 1389 Pass Through from RDA	300,410	300,410	-	-	0.00%	-	**
<b>101</b>	<b>General Fund</b>	<b>14,596,665</b>	<b>14,596,665</b>	<b>614,703</b>	<b>1,618,281</b>	<b>11.09%</b>	<b>1,609,205</b>	<b>0.56%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
430250	Transactions & Use Tax	4,092,000	4,092,000	423,400	908,476	22.20%	771,022	17.83%
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>	<b>4,092,000</b>	<b>4,092,000</b>	<b>423,400</b>	<b>908,476</b>	<b>22.20%</b>	<b>771,022</b>	<b>17.83%</b>
	<b>TAXES - TOTAL</b>	<b>\$ 18,688,665</b>	<b>\$ 18,688,665</b>	<b>\$ 1,038,103</b>	<b>\$ 2,526,757</b>	<b>13.52%</b>	<b>\$ 2,380,227</b>	<b>6.16%</b>

\* = Actual data is reported through October.

**INTERGOVERNMENTAL**  
**October 2020 General Fund Revenues (33% 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 October	Year To Date Actual *	% of Budget	Actual *		
<b>101</b>	<b>General Fund</b>								
432121	County WDA Shared Revenue	\$ 156,630	\$ 156,630	\$ -	\$ -	0.00%	\$ -	**	
432135	Mandated Cost Reimbursement	32,115	32,115	-	-	0.00%	53,598	-100.00%	
432150	Motor Vehicle In Lieu	20,000	20,000	-	-	0.00%	-	**	
432180	Public Safety Augmentation Tax	140,600	140,600	12,718	25,960	18.46%	25,821	0.54%	
432245	Planning Grants	-	100,000	-	-	0.00%	-	**	
432256	Other Grants	4,200	4,200	751	2,253	53.64%	-	100.00%	
<b>INTERGOVERNMENTAL - TOTAL</b>		<b>\$ 353,545</b>	<b>\$ 453,545</b>	<b>\$ 13,469</b>	<b>\$ 28,213</b>	<b>6.22%</b>	<b>\$ 79,419</b>	<b>-64.48%</b>	

\* = Actual data is reported through October.

**CHARGES FOR SERVICES**  
**October 2020 General Fund Revenues (33% 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 October	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>									
433100	Charges For Services	\$ 255,045		\$ 255,045		\$ 10,470	\$ 28,302	11.10%	\$ 140,000.000	-79.78%
433136	Information Technology Charges	24,675		24,675		2,024	8,095	32.81%	-	100.00%
437136	Indirect Cost Reimbursement	-		-		-	-	**	134,605	-100.00%
<b>CHARGES FOR SERVICES - TOTAL</b>		<b>\$ 279,720</b>		<b>\$ 279,720</b>		<b>\$ 12,494.000</b>	<b>\$ 36,397.000</b>	<b>13.01%</b>	<b>\$ 274,605</b>	<b>-86.75%</b>

\* = Actual data is reported through October.

**FEES AND PERMITS**  
**October 2020 General Fund Revenues (33% 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 October	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
431100	Building Plan Check Fees	\$ 139,500	\$ 139,500	\$ 11,797	\$ 32,846	23.55%	\$ 39,183	-16.17%
431105	Mechanical Permits	111,600	111,600	2,470	95,060	85.18%	81,980	15.96%
431110	Building Permits	465,000	465,000	20,792	440,665	94.77%	317,202	38.92%
431115	Plumbing Permits	46,500	46,500	1,775	38,165	82.08%	31,745	20.22%
431120	Electrical Permits	69,750	69,750	16,879	81,444	116.77%	43,061	89.14%
431130	Engineering Plan Check Fees	14,235	14,235	-	14,745	103.58%	6,100	141.72%
431135	Public Works Permits	40,000	40,000	4,820	16,301	40.75%	19,237	-15.26%
431140	S M I P - Commercial Fees	200	200	-	-	0.00%	138	-100.00%
431145	S M I P-Residential Permits	3,000	3,000	-	-	0.00%	2,308	-100.00%
431146	SB 1473 Fee	1,500	1,500	40	924	61.60%	888	4.05%
431150	Grading Plan Review	-	-	1,445	8,670	**	-	100.00%
431155	Grading Permits	-	-	-	2,205	**	-	100.00%
431160	Solid Waste Impact Fees	1,150,000	1,150,000	-	163,237	14.19%	294,074	-44.49%
431185	Parking Permits	50,000	50,000	1,225	6,018	12.04%	4,685	28.45%
431190	Towing Franchise Fee	20,000	20,000	2,430	24,390	121.95%	6,210	292.75%
431195	Other Fees & Permits	30,000	30,000	1,770	13,925	46.42%	16,228	-14.19%
431200	Cannabis Business Initial Permit Fee	-	-	137,800	140,400	**	-	100.00%
433200	Conditional Use Permit	8,000	8,000	-	-	0.00%	6,050	-100.00%
433205	Precise Plan Of Design	15,000	15,000	-	6,160	41.07%	12,300	-49.92%
433210	Variance	3,000	3,000	-	-	0.00%	-	**
433220	Preliminary Plan Review	8,000	8,000	-	-	0.00%	5,625	-100.00%
433225	Environmental Services	500	500	-	1,475	295.00%	375	293.33%
433227	Foreclosure Registration	10,000	10,000	217	3,249	32.49%	4,504	-27.86%
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%	540	-100.00%
433245	Sign/Ban'R/Gar Sa/Temp Use Per	5,000	5,000	320	1,215	24.30%	2,525	-51.88%
433250	Ministerial Services	8,000	8,000	515	5,350	66.88%	5,755	-7.04%
433260	Landscape Plan Check	1,000	1,000	-	-	0.00%	975	-100.00%
433266	Massage Establishment License	2,000	2,000	-	-	0.00%	-	**
433270	General Plan Maint Surcharge	10,000	10,000	210	9,660	96.60%	6,930	39.39%
433285	Other Developmental Fees	100,000	100,000	-	1,209	1.21%	74,746	-98.38%
433305	General Recreation Programs	30,000	30,000	-	-	0.00%	11,525	-100.00%
433315	Sports Fields	19,000	19,000	2,010	3,020	15.89%	6,114	-50.61%
433320	Special Event Participant Fee	-	-	-	-	**	100	-100.00%
437115	Recycling Fees	96,975	96,975	-	-	0.00%	-	**
430505	New/Moved Bus Lic Appl Rev	63,500	63,500	3,590	12,310	19.39%	19,126	-35.64%
430510	Business Tax Renewal Process	144,500	144,500	350	3,002	2.08%	4,295	-30.10%
430515	SB 1186	475,000	475,000	172	251	52.84%	909	-72.39%
<b>FEES AND PERMITS - TOTAL</b>		<b>\$ 2,671,935</b>	<b>\$ 2,671,935</b>	<b>\$ 524,864</b>	<b>\$ 1,443,863</b>	<b>54.04%</b>	<b>\$ 1,025,798</b>	<b>40.76%</b>

\* = Actual data is reported through October.



**FINES AND FORFEITURES**  
**October 2020 General Fund Revenues (33% 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 October	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
434100	General Fines	\$ 500	\$ 500	\$ 16	\$ 54	10.80%	\$ 107	-49.53%
434105	Motor Vehicle Fines	111,765	111,765	10,604	24,503	21.92%	34,889	-29.77%
434110	Parking Citations	200,000	200,000	25,958	79,292	39.65%	76,829	3.21%
434115	DMV Parking Collections	60,000	60,000	4,150	14,331	23.89%	27,577	-48.03%
434120	Administrative Citations	5,000	5,000	1,200	1,900	38.00%	3,590	-47.08%
<b>FINES AND FORFEITURES - TOTAL</b>		<b>\$ 377,265</b>	<b>\$ 377,265</b>	<b>\$ 41,928</b>	<b>\$ 120,080</b>	<b>31.83%</b>	<b>\$ 142,992</b>	<b>-16.02%</b>

\* = Actual data is reported through October.

**USE OF MONEY AND PROPERTY**  
**October 2020 General Fund Revenues (33% 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 October	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>									
435100	Interest Earned	\$ 160,000		\$ 160,000		\$ -	\$ 58,231	36.39%	\$ -	100.00%
435105	Interest On Tax Monies	1,000		1,000		-	-	0.00%	-	**
435110	Unrealized Gains (Losses)	-		-		(374)	(1,878)	**	-	**
436125	Indoor Facility Rental	48,000		48,000		1,350	(450)	-0.94%	29,379	-101.53%
436127	Outdoor Picnic Shelters	10,700		10,700		-	-	0.00%	6,715	-100.00%
436135	Pac Bell Mobile Svcs-Rent	21,830		21,830		3,430	6,789	31.10%	6,614	2.65%
<b>USE OF MONEY AND PROPERTY - TOTAL</b>		<b>\$ 241,530</b>		<b>\$ 241,530</b>		<b>\$ 4,406</b>	<b>\$ 62,692</b>	<b>25.96%</b>	<b>\$ 42,708</b>	<b>46.79%</b>

\* = Actual data is reported through October.

**MISCELLANEOUS REVENUE**  
**October 2020 General Fund Revenues (33% 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 October	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
437100	Sale Of Publications	\$ 500	\$ 500	\$ -	\$ 1	0.20%	\$ 29	-96.55%
437195	Other Revenue	10,000	10,000	73	3,418	34.18%	157,617	-97.83%
<b>MISCELLANEOUS REVENUE - TOTAL</b>		<b>\$ 10,500</b>	<b>\$ 10,500</b>	<b>\$ 73</b>	<b>\$ 10,919</b>	<b>103.99%</b>	<b>\$ 157,646</b>	<b>-93.07%</b>

\* = Actual data is reported through October.

**TRANSFERS IN**  
**October 2020 General Fund Revenues (33% 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 October	Year To Date Actual *		Actual *	
<b>101</b>	<b>General Fund</b>									
439211	Transfer From Gas Tax Fund	\$ 120,500	\$	120,500	\$	10,042	\$ 40,167	33.33%	\$ -	100.00%
439223	Transfer From Protective Services Fund	413,590		413,590		-	6,742	1.63%	190,000	-96.45%
439242	Transfer Fr Supp Law Enf Grant	93,590		93,590		7,799	31,197	33.33%	-	100.00%
<b>TRANSFERS IN - TOTAL</b>		<b>\$ 627,680</b>	<b>\$</b>	<b>627,680</b>	<b>\$</b>	<b>17,841</b>	<b>\$ 78,106</b>	<b>12.44%</b>	<b>\$ 190,000</b>	<b>-58.89%</b>

\* = Actual data is reported through October.

**City of Stanton**  
**October 2020 General Fund Expenditures (33% of year)**

Division No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21 Activity		Percent of Budget	FY 2019/20 Actual*	% Change from Prior Year
				During October	Year to Date Actual *			
1100	City Council	\$ 118,895	\$ 118,895	\$ 6,310	\$ 32,380	27.23%	\$ 36,052	-10.19%
1200	City Attorney	260,000	260,000	33,212	33,721	12.97%	40,915	-17.58%
1300	City Manager	491,375	491,375	42,294	148,649	30.25%	101,728	46.12%
1400	City Clerk	210,725	210,725	17,224	55,457	26.32%	53,318	4.01%
1410	Personnel/Risk Management	125,855	125,855	15,480	40,565	32.23%	46,867	-13.45%
1430	Liability/Risk Management <sup>(1)</sup>	-	-	-	-	**	83,124	-100.00%
1510	Information Technology	436,245	511,995	68,731	241,226	47.11%	50,424	378.40%
	<b>Administration</b>	<b>1,643,095</b>	<b>1,718,845</b>	<b>183,251</b>	<b>551,998</b>	<b>32.11%</b>	<b>412,428</b>	<b>33.84%</b>
1500	Finance	860,930	845,825	86,230	261,663	30.94%	254,366	2.87%
1600	Non-Dept (excludes Transfers)	145,000	45,000	689	689	1.53%	31,234	-97.79%
	<b>Finance</b>	<b>1,005,930</b>	<b>890,825</b>	<b>86,919</b>	<b>262,352</b>	<b>29.45%</b>	<b>285,600</b>	<b>-8.14%</b>
2100	Law Enforcement	11,360,340	11,360,340	944,503	3,775,914	33.24%	2,856,386	32.19%
2200	Fire Protection	4,928,270	4,928,270	-	1,227,265	24.90%	1,182,898	3.75%
2230	Contractual Ambulance Svcs <sup>(2)</sup>	5,000	5,000	-	786	15.72%	-	100.00%
2300	Homeless Prevention <sup>(2)</sup>	-	100,000	-	-	0.00%	-	**
2400	Animal Control Services <sup>(2)</sup>	182,280	182,280	46,305	90,405	49.60%	42,722	111.61%
2500	Public Safety-Other <sup>(2)</sup>	132,485	132,485	4,828	53,580	40.44%	-	100.00%
4300	Parking Control	226,075	226,075	26,266	69,901	30.92%	102,795	-32.00%
6200	Code Enforcement	524,705	524,705	56,336	144,262	27.49%	169,289	-14.78%
	<b>Public Safety</b>	<b>17,359,155</b>	<b>17,459,155</b>	<b>1,078,238</b>	<b>5,362,113</b>	<b>30.71%</b>	<b>4,354,090</b>	<b>23.15%</b>
3000	Public Works Administration <sup>(2)</sup>	382,015	397,120	47,671	168,963	42.55%	-	100.00%
3100	Engineering	114,955	114,955	18,901	54,880	47.74%	48,165	13.94%
3200	Public Facilities	404,640	404,640	17,126	79,052	19.54%	131,197	-39.75%
3300	Crossing Guard <sup>(2)</sup>	43,000	43,000	-	-	0.00%	-	**
3400	Parks Maintenance	351,400	353,767	51,412	111,570	31.54%	129,923	-14.13%
3500	Street Maintenance	409,470	409,470	35,830	125,577	30.67%	102,648	22.34%
3600	Storm Drains	125,000	125,000	-	460	0.37%	8,707	-94.72%
6300	Graffiti Abatement	99,735	99,735	8,581	23,320	23.38%	-	100.00%
	<b>Public Works</b>	<b>1,930,215</b>	<b>1,947,687</b>	<b>179,521</b>	<b>563,822</b>	<b>28.95%</b>	<b>420,640</b>	<b>34.04%</b>
4000	Community Development Administration <sup>(2)</sup>	149,860	150,100	12,030	70,341	46.86%	-	100.00%
4100	Planning	420,610	720,370	44,166	106,729	14.82%	84,556	26.22%
4200	Building Regulation	563,050	563,050	43,976	300,671	53.40%	148,376	102.64%
4400	Business Relations	21,100	21,100	-	50	0.24%	8,103	-99.38%
	<b>Community Development</b>	<b>1,154,620</b>	<b>1,454,620</b>	<b>100,172</b>	<b>477,791</b>	<b>32.85%</b>	<b>241,035</b>	<b>98.22%</b>
5100	Parks and Recreation	695,780	695,780	62,089	227,258	32.66%	207,605	9.47%
5200	Community Center	22,455	22,455	158	1,177	5.24%	8,355	-85.91%
5300	Stanton Central Park	169,915	169,915	18,811	47,305	27.84%	68,855	-31.30%
5400	Senior Nutrition Program <sup>(2)</sup>	32,770	32,770	5,119	14,243	43.46%	-	100.00%
	<b>Community Services</b>	<b>920,920</b>	<b>920,920</b>	<b>86,177</b>	<b>289,983</b>	<b>31.49%</b>	<b>284,815</b>	<b>1.81%</b>
	Transfer to Fact Grant	24,750	24,750	2,063	8,250	33.33%	38,000	-78.29%
	Transfer to Senior Transportation Fund	9,430	9,430	443	1,213	12.86%	-	100.00%
	<b>Transfers to Other Funds</b>	<b>34,180</b>	<b>34,180</b>	<b>2,506</b>	<b>9,463</b>	<b>27.69%</b>	<b>38,000</b>	<b>-75.10%</b>
	<b>TOTAL EXPENDITURES</b>	<b>\$ 24,048,115</b>	<b>\$ 24,426,232</b>	<b>\$ 1,716,784</b>	<b>\$ 7,517,522</b>	<b>30.78%</b>	<b>\$ 6,036,608</b>	<b>24.53%</b>

(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 October.

**Administration - Vasquez**  
**October 2020 General Fund Expenditures (33% of year)**

		FY 2020/21							
		FY 2020/21	FY 2020/21	Activity				FY 2019/20	% Change
		Adopted	Amended	During	Year to Date			Actual*	From Prior
Acct. No.	Description	Budget	Budget	October	Actual *	% of Budget			Year
101	General Fund								
1100	City Council								
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 5,985	\$ 16,545	31.70%	\$ 17,048		-2.95%
502120	Medicare/Fica	755	755	87	240	31.79%	247		-2.83%
502130	Other Benefit Charges	900	900	238	238	26.44%	-		100.00%
602100	Special Dept Expense	9,000	9,000	-	2,474	27.49%	3,357		-26.30%
602110	Office Expense	1,950	1,950	-	234	12.00%	45		420.00%
602115	Postage	50	50	-	5,000	10.00%	-		100.00%
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%	670		-100.00%
612115	Liability Insurance Charge	3,540	3,540	-	3,535	99.86%	1,316		168.62%
1100	City Council Total	118,895	118,895	6,310	32,380	27.23%	36,052		-10.19%
1200	City Attorney								
608105	Professional Services	260,000	260,000	33,212	33,721	12.97%	40,915		-17.58%
1200	City Attorney Total	260,000	260,000	33,212	33,721	12.97%	40,915		-17.58%
1300	City Manager								
501110	Salaries-Regular	310,320	310,320	27,433	73,746	23.76%	60,292		22.31%
502100	Retirement	70,610	70,610	6,769	18,172	25.74%	5,492		230.88%
502105	Workers Comp Insurance	-	-	-	-	**	1,428		-100.00%
502110	Health/Life Insurance	17,630	17,630	1,873	6,911	39.20%	6,472		6.78%
502115	Unemployment Insurance	675	675	-	2	0.30%	72		-97.22%
502120	Medicare/Fica	4,500	4,500	398	1,069	23.76%	872		22.59%
502130	Other Benefit Charges	90	90	37	37	41.11%	-		100.00%
602110	Office Expense	4,950	4,950	1,558	1,956	39.52%	778		151.41%
602115	Postage	250	250	-	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	167	240	8.00%	1,783		-86.54%
608105	Professional Services	48,000	48,000	4,000	16,265	33.89%	-		100.00%
612105	Vehicle Replacement Charge	710	710	59	237	33.38%	374		-36.63%
612115	Liability Insurance Charge	29,640	29,640	-	29,602	99.87%	5,811		409.41%
612125	Employee Benefits	-	-	-	-	**	17,954		-100.00%
1300	City Manager Total	491,375	491,375	42,294	148,649	30.25%	101,728		46.12%
1400	City Clerk								
501110	Salaries-Regular	106,640	106,640	11,372	31,377	29.42%	26,566		18.11%
501115	Salaries-Overtime	1,000	1,000	133	133	13.30%	-		100.00%
502100	Retirement	33,475	33,475	3,781	10,347	30.91%	4,575		126.16%
502105	Workers Comp Insurance	-	-	-	-	**	1,847		-100.00%
502110	Health/Life Insurance	7,645	7,645	1,435	5,196	67.97%	4,412		17.77%
502115	Unemployment Insurance	330	330	-	2	0.61%	-		100.00%
502120	Medicare/Fica	1,545	1,545	161	435	28.16%	358		21.51%
502130	Other Benefit Charges	45	45	16	15	33.33%	-		100.00%
602110	Office Expense	2,250	2,250	-	51	2.27%	343		-85.13%
602115	Postage	250	250	12	164	65.60%	-		100.00%
602120	Books/Periodicals	100	100	-	-	0.00%	-		**
607100	Membership/Dues	350	350	-	520	148.57%	210		147.62%
607110	Travel/Conference/Meetings	530	530	-	-	0.00%	150		-100.00%
607115	Training	750	750	-	-	0.00%	-		**
608105	Professional Services	6,000	6,000	-	980	16.33%	1,280		-23.44%
608140	Elections	42,000	42,000	265	(1,179)	-2.81%	603		-295.52%
612105	Vehicle Replacement Charge	585	585	49	195	33.33%	309		-36.89%
612115	Liability Insurance Charge	7,230	7,230	-	7,221	99.88%	2,108		242.55%
612125	Employee Benefits	-	-	-	-	**	6,513		-100.00%
1400	City Clerk Total	210,725	210,725	17,224	55,457	26.32%	53,318		4.01%

\* = Actual data is reported through October.

**Administration - Vasquez**  
**October 2020 General Fund Expenditures (33% 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 October	Year to Date Actual *			
<b>1510</b>	<b>Information Technology</b>							
501110	Salaries-Regular	71,715	71,715	10,625	24,071	33.56%	-	100.00%
501115	Salaries-Overtime	-	-	1,295	1,722	**	-	100.00%
502100	Retirement Charges	23,110	23,110	3,032	7,484	32.38%	-	100.00%
502110	Health/Life Insurance	7,950	7,950	1,214	4,284	53.89%	-	100.00%
502115	Unemployment Insurance	300	300	-	-	0.00%	-	**
502120	Medicare/Fica	1,040	1,040	165	347	33.37%	-	100.00%
502130	Other Benefit Charges	40	40	12	12	30.00%	-	100.00%
602140	Materials & Supplies	15,000	15,000	304	3,082	20.55%	209	1374.64%
603105	Equipment Maintenance	25,000	25,000	2,406	11,009	44.04%	32,084	-65.69%
604100	Communications	51,480	51,480	4,326	10,006	19.44%	-	100.00%
608100	Contractual Services	105,360	125,855	24,862	101,390	80.56%	-	100.00%
608145	Information Technology	39,750	39,750	3,290	12,392	31.17%	16,148	-23.26%
701050	Computer Software	45,500	102,970	-	41,382	40.19%	-	100.00%
701105	Equipment-General	50,000	47,785	17,200	24,045	50.32%	1,960	1126.79%
<b>1510</b>	<b>Information Technology Total</b>	<b>436,245</b>	<b>511,995</b>	<b>68,731</b>	<b>241,226</b>	<b>47.11%</b>	<b>50,424</b>	<b>378.40%</b>
<b>TOTAL ADMINISTRATION-VASQUEZ</b>		<b>\$ 1,517,240</b>	<b>\$ 1,592,990</b>	<b>\$ 167,771</b>	<b>\$ 511,433</b>	<b>32.11%</b>	<b>\$ 282,437</b>	<b>81.08%</b>

\* = Actual data is reported through October.

**Administration - Guzman**  
**October 2020 General Fund Expenditures (33% of year)**

Acct. No.	Description	FY 2020/21		FY 2020/21			FY 2019/20	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During October	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>1410</b>	<b>Personnel/Risk Management</b>							
501110	Salaries-Regular	\$ 79,325	\$ 79,325	\$ 8,985	\$ 24,966	31.47%	\$ 23,450	6.46%
502100	Retirement	17,855	17,855	2,043	5,678	31.80%	1,638	246.64%
502105	Workers Comp Insurance	-	-	-	-	**	353	-100.00%
502110	Health/Life Insurance	6,445	6,445	1,206	4,405	68.35%	4,453	-1.08%
502115	Unemployment Insurance	300	300	-	-	0.00%	-	**
502120	Medicare/Fica	1,150	1,150	131	366	31.83%	344	6.40%
502130	Other Benefit Charges	40	40	12	12	30.00%	-	100.00%
602110	Office Expense	1,400	1,400	-	94	6.71%	340	-72.35%
602115	Postage	200	200	22	49	24.50%	-	100.00%
607100	Membership/Dues	725	725	-	150	20.69%	425	-64.71%
607110	Travel/Conference/Meetings	1,500	1,500	-	-	0.00%	-	**
607115	Training	4,500	4,500	-	-	0.00%	-	**
608105	Professional Services	10,000	10,000	2,955	4,565	45.65%	5,866	-22.18%
608125	Advertising/ Business Dev't	1,800	1,800	75	75	4.17%	175	-57.14%
612105	Vehicle Replacement Charge	615	615	51	205	33.33%	325	-36.92%
612115	Liability Insurance Charge	-	-	-	-	**	1,870	-100.00%
612125	Employee Benefits	-	-	-	-	**	5,777	-100.00%
<b>1410</b>	<b>Personnel/Risk Management Total</b>	<b>125,855</b>	<b>125,855</b>	<b>15,480</b>	<b>40,565</b>	<b>32.23%</b>	<b>46,867</b>	<b>-13.45%</b>
<b>1430</b>	<b>Liability/Risk Management</b>							
606105	Insurance Premium	-	-	-	-	**	83,124	-100.00%
<b>1430</b>	<b>Liability/Risk Management Total <sup>(1)</sup></b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>**</b>	<b>83,124</b>	<b>-100.00%</b>
<b>TOTAL ADMINISTRATION-GUZMAN</b>		<b>\$ 125,855</b>	<b>\$ 125,855</b>	<b>\$ 15,480</b>	<b>\$ 40,565</b>	<b>32.23%</b>	<b>\$ 129,991</b>	<b>-68.79%</b>

\* = Actual data is reported through October.



**Finance-Bannigan**  
**October 2020 General Fund Expenditures (33% 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 October	Year to Date Actual *			
<b>101</b>	<b>General Fund</b>							
<b>1500</b>	<b>Finance</b>							
501110	Salaries-Regular	\$ 475,660	\$ 442,535	\$ 46,407	\$ 130,316	29.45%	\$ 126,121	3.33%
501115	Salaries-Overtime	500	500	-	-	0.00%	-	**
501120	Salaries-Part Time	40,555	40,555	6,358	17,863	44.05%	16,805	6.30%
502100	Retirement	130,350	127,820	11,830	32,680	25.57%	16,467	98.46%
502105	Workers Comp Insurance	-	-	-	-	**	2,356	-100.00%
502110	Health/Life Insurance	26,930	25,490	4,736	11,650	45.70%	11,738	-0.75%
502115	Unemployment Insurance	2,040	1,970	429	573	29.09%	45	1173.33%
502120	Medicare/Fica	7,485	6,995	638	1,844	26.36%	2,613	-29.43%
502130	Other Benefit Charges	895	875	322	322	36.80%	-	100.00%
602100	Special Dept Expense	-	-	-	-	**	6,765	-100.00%
602110	Office Expense	7,000	7,000	473	549	7.84%	806	-31.89%
602115	Postage	5,000	5,000	80	366	7.32%	-	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%	579	-100.00%
607115	Training	1,900	1,900	-	-	0.00%	430	-100.00%
608105	Professional Services	102,840	102,840	4,630	9,866	9.59%	17,252	-42.81%
608107	Financial Services	17,500	17,500	1,619	4,488	25.65%	-	100.00%
608130	Temporary Help	-	22,570	8,550	13,057	57.85%	-	100.00%
611116	Payment to Other Agencies	-	-	55	55	**	-	100.00%
612105	Vehicle Replacement Charge	1,235	1,235	103	412	33.36%	650	-36.62%
612115	Liability Insurance Charge	37,670	37,670	-	37,622	99.87%	12,516	200.59%
612125	Employee Benefits	-	-	-	-	**	38,673	-100.00%
<b>1500</b>	<b>Finance Total</b>	<b>860,930</b>	<b>845,825</b>	<b>86,230</b>	<b>261,663</b>	<b>30.94%</b>	<b>254,066</b>	<b>2.99%</b>
<b>1600</b>	<b>Non-Departmental</b>							
602100	Special Dept Expense	5,000	5,000	-	-	0.00%	5,551	-100.00%
602110	Office Expense	-	-	689	689	**	-	100.00%
602115	Postage Clearing Account	-	-	-	-	**	1,890	-100.00%
603105	Equipment Maintenance	-	-	-	-	**	9,829	-100.00%
604100	Communications	-	-	-	-	**	1,327	-100.00%
607115	Training	-	-	-	-	**	(3,363)	-100.00%
608105	Professional Services	-	-	-	-	**	16,000	-100.00%
610230	North SPA Navigation Center Cost Share	100,000	-	-	-	**	-	**
611105	Revenue Sharing-City of Anaheim	35,000	35,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	5,000	5,000	-	-	0.00%	-	**
<b>1600</b>	<b>Non-Departmental Total</b>	<b>145,000</b>	<b>45,000</b>	<b>689</b>	<b>689</b>	<b>1.53%</b>	<b>31,234</b>	<b>-97.79%</b>
	<b>TOTAL FINANCE</b>	<b>\$ 1,005,930</b>	<b>\$ 890,825</b>	<b>\$ 86,919</b>	<b>\$ 262,352</b>	<b>29.45%</b>	<b>\$ 285,600</b>	<b>-8.14%</b>

\* = Actual data is reported through October.

**Public Works - Rigg**  
**October 2020 General Fund Expenditures (33% 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 October	Year to Date Actual *					
<b>101</b>	<b>General Fund</b>									
<b>3000</b>	<b>Public Works Administration</b>									
501110	Salaries-Regular	\$ 245,015	\$ 256,420	\$ 33,815	\$ 85,383	33.30%	\$ -	100.00%		
501120	Salaries-Part Time	14,605	14,605	1,666	4,430	30.33%	-	100.00%		
502100	Retirement Charges	54,390	56,920	7,790	19,613	34.46%	-	100.00%		
502110	Health/Life Insurance	16,875	17,800	3,782	12,211	68.60%	-	100.00%		
502115	Unemployment Insurance	1,035	1,105	-	-	0.00%	-	**		
502120	Medicare/Fica	3,765	3,930	512	1,294	32.93%	-	100.00%		
502130	Other Benefit Charges	345	355	106	106	29.86%	-	100.00%		
612115	Liability Insurance Charge	45,985	45,985	-	45,926	99.87%	-	100.00%		
<b>3000</b>	<b>Public Works Administration Total</b>	<b>382,015</b>	<b>397,120</b>	<b>47,671</b>	<b>168,963</b>	<b>42.55%</b>	<b>-</b>	<b>100.00%</b>		
<b>3100</b>	<b>Engineering</b>									
501110	Salaries-Regular	31,730	31,730	5,671	15,492	48.82%	16,496	-6.09%		
501115	Salaries-Overtime	700	700	124	213	30.43%	113	88.50%		
502100	Retirement	7,145	7,145	1,290	3,523	49.31%	1,142	208.49%		
502105	Workers Comp Insurance	-	-	-	-	100.00%	1,110	-100.00%		
502110	Health/Life Insurance	3,195	3,195	981	3,502	100.00%	2,907	20.47%		
502115	Unemployment Insurance	120	120	-	-	0.00%	-	**		
502120	Medicare/Fica	460	460	80	214	46.52%	235	-8.94%		
502130	Other Benefit Charges	15	15	8	8	53.33%	-	100.00%		
602110	Office Expense	1,750	1,750	-	-	0.00%	300	-100.00%		
602115	Postage	350	350	-	225	64.29%	-	100.00%		
602140	Materials & Supplies	2,500	2,500	-	189	7.56%	611	-69.07%		
607100	Membership/Dues	2,000	2,000	-	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	3,010	20,843	46.32%	17,279	20.63%		
608115	Inspection Services	2,000	2,000	-	-	0.00%	-	**		
608120	Plan Checking Services	10,000	10,000	7,679	10,326	103.26%	2,160	378.06%		
612105	Vehicle Replacement Charge	690	690	58	230	33.33%	402	-42.79%		
612115	Liability Insurance Charge	-	-	-	-	**	1,308	-100.00%		
612125	Employee Benefits	-	-	-	-	**	4,042	-100.00%		
<b>3100</b>	<b>Engineering Total</b>	<b>114,955</b>	<b>114,955</b>	<b>18,901</b>	<b>54,880</b>	<b>47.74%</b>	<b>48,165</b>	<b>13.94%</b>		
<b>3200</b>	<b>Public Facilities</b>									
501110	Salaries-Regular	23,665	23,665	2,730	7,406	31.30%	13,808	-46.36%		
501115	Salaries-Overtime	300	300	60	60	20.00%	19	215.79%		
502100	Retirement	5,335	5,335	621	1,686	31.60%	1,035	62.90%		
502105	Workers Comp Insurance	-	-	-	-	**	3,878	-100.00%		
502110	Health/Life Insurance	1,955	1,955	372	1,325	67.77%	2,343	-43.45%		
502115	Unemployment Insurance	150	150	-	-	0.00%	-	**		
502120	Medicare/Fica	345	345	40	108	31.30%	196	-44.90%		
502130	Other Benefit Charges	20	20	4	4	20.00%	-	100.00%		
602100	Special Dept Expense	2,000	2,000	383	2,241	112.05%	272	723.90%		
602110	Office Expense	210	210	-	-	0.00%	19	-100.00%		
602130	Clothing	3,500	3,500	-	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	188	2,387	29.84%	550	334.00%		
603110	Building Maintenance	114,950	114,950	7,588	13,256	11.53%	31,086	-57.36%		
604100	Communications	30,000	30,000	414	1,209	4.03%	4,471	-72.96%		
604105	Utilities	130,000	130,000	4,198	34,578	26.60%	32,585	6.12%		
608100	Contractual Services	62,000	62,000	219	12,066	19.46%	16,397	-26.41%		
611110	O.C. Sanitation District User Fee	18,000	18,000	-	-	0.00%	16,042	-100.00%		

\* = Actual data is reported through October.

**Public Works - Rigg**  
**October 2020 General Fund Expenditures (33% 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 October	Year to Date Actual *			
<b>3200</b>	<b>Public Facilities, Continued</b>							
612105	Vehicle Replacement Charge	3,710	3,710	309	1,237	33.34%	2,163	-42.81%
612115	Liability Insurance Charge	-	-	-	-	**	1,082	-100.00%
612125	Employee Benefits	-	-	-	-	**	3,344	-100.00%
<b>3200</b>	<b>Public Facilities Total</b>	<b>404,640</b>	<b>404,640</b>	<b>17,126</b>	<b>79,052</b>	<b>19.54%</b>	<b>131,197</b>	<b>-39.75%</b>
<b>3300</b>	<b>Crossing Guard</b>							
608175	Crossing Guard Services	43,000	43,000	-	-	0.00%	-	**
<b>3300</b>	<b>Crossing Guard Total</b>	<b>43,000</b>	<b>43,000</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>	<b>**</b>
<b>3400</b>	<b>Parks Maintenance</b>							
501110	Salaries-Regular	63,780	63,780	7,492	18,679	29.29%	14,063	32.82%
501115	Salaries-Overtime	1,000	1,000	184	926	92.60%	450	105.78%
501120	Salaries-Part Time	-	-	-	-	**	3,749	-100.00%
502100	Retirement	14,300	14,300	1,689	4,214	29.47%	1,101	282.74%
502105	Workers Comp Insurance	-	-	-	-	**	4,731	-100.00%
502110	Health/Life Insurance	4,900	4,900	838	2,675	54.59%	1,923	39.11%
502115	Unemployment Insurance	405	405	-	-	0.00%	-	**
502120	Medicare/Fica	925	925	112	288	31.14%	264	9.09%
502130	Other Benefit Charges	55	55	9	9	16.36%	-	100.00%
602100	Special Dept Expense	5,000	5,000	188	188	3.76%	4,629	-95.94%
603105	Equipment Maintenance	10,000	12,367	3,559	4,491	36.31%	1,823	146.35%
604105	Utilities	143,000	143,000	35,830	57,015	39.87%	50,647	12.57%
605100	Land Lease	6,020	6,020	-	5,161	85.73%	-	100.00%
608100	Contractual Services	97,500	97,500	1,135	16,419	16.84%	38,541	-57.40%
612105	Vehicle Replacement Charge	4,515	4,515	376	1,505	33.33%	2,633	-42.84%
612115	Liability Insurance Charge	-	-	-	-	**	1,313	-100.00%
612125	Employee Benefits	-	-	-	-	**	4,056	-100.00%
<b>3400</b>	<b>Parks Maintenance Total</b>	<b>351,400</b>	<b>353,767</b>	<b>51,412</b>	<b>111,570</b>	<b>31.54%</b>	<b>129,923</b>	<b>-14.13%</b>
<b>3500</b>	<b>Street Maintenance</b>							
501110	Salaries-Regular	100,555	100,555	11,155	30,102	29.94%	31,634	-4.84%
501115	Salaries-Overtime	2,600	2,600	433	980	37.69%	1,177	-16.74%
501120	Salaries-Part Time	-	-	-	-	**	2,343	-100.00%
502100	Retirement	21,915	21,915	2,528	6,843	31.23%	2,770	147.04%
502105	Workers Comp Insurance	-	-	-	-	**	9,905	-100.00%
502110	Health/Life Insurance	7,360	7,360	1,201	4,287	58.25%	5,096	-15.88%
502115	Unemployment Insurance	615	615	-	-	0.00%	-	**
502120	Medicare/Fica	1,465	1,465	170	457	31.19%	499	-8.42%
502130	Other Benefit Charges	80	80	15	15	18.75%	-	**
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	2,787	-100.00%
602125	Small Tools	5,000	5,000	-	921	18.42%	-	100.00%
602140	Materials & Supplies	50,000	50,000	8,080	27,422	54.84%	15,251	79.80%
603105	Equipment Maintenance	2,000	2,000	-	-	0.00%	476	**
608100	Contractual Services	185,000	185,000	11,425	51,257	27.71%	14,346	257.29%
612105	Vehicle Replacement Charge	9,880	9,880	823	3,293	33.33%	5,761	-42.84%
612115	Liability Insurance Charge	-	-	-	-	**	2,593	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,010	-100.00%
710190	Pavement Maintenance	20,000	20,000	-	-	0.00%	-	**
<b>3500</b>	<b>Street Maintenance Total</b>	<b>409,470</b>	<b>409,470</b>	<b>35,830</b>	<b>125,577</b>	<b>30.67%</b>	<b>102,648</b>	<b>22.34%</b>
<b>3600</b>	<b>Storm Drain Maintenance</b>							
603100	Emergency Maintenance Services	5,000	5,000	-	-	0.00%	-	**
608155	Storm Water Monitor Program	120,000	120,000	-	460	0.38%	8,707	-94.72%
<b>3600</b>	<b>Storm Drain Maintenance Total</b>	<b>125,000</b>	<b>125,000</b>	<b>-</b>	<b>460</b>	<b>0.37%</b>	<b>8,707</b>	<b>-94.72%</b>
<b>6300</b>	<b>Graffiti Abatement</b>							
501110	Salaries-Regular	39,635	39,635	4,583	11,533	29.10%	-	100.00%

\* = Actual data is reported through October.

**Public Works - Rigg**  
**October 2020 General Fund Expenditures (33% 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 October	Year to Date Actual *			
<b>6300</b>	<b>Graffiti Abatement , Continued</b>							
501115	Salaries-Overtime	15,000	15,000	113	180	1.20%	-	100.00%
502100	Retirement Charges	8,925	8,925	1,042	2,620	29.36%	-	100.00%
502110	Health/Life Insurance	3,325	3,325	629	2,054	61.77%	-	100.00%
502115	Unemployment Insurance	255	255	-	-	0.00%	-	**
502120	Medicare/Fica	575	575	68	170	29.57%	-	100.00%
502130	Other Benefit Charges	35	35	6	6	17.14%	-	100.00%
602100	Special Dept Expense	1,000	1,000	-	-	0.00%	-	**
602140	Materials & Supplies	12,000	12,000	925	1,392	11.60%	-	100.00%
603105	Equipment Maintenance	5,000	5,000	50	703	14.06%	-	100.00%
612105	Vehicle Replacement Charge	13,985	13,985	1,165	4,662	33.34%	-	100.00%
<b>6300</b>	<b>Graffiti Abatement Total</b>	<b>99,735</b>	<b>99,735</b>	<b>8,581</b>	<b>23,320</b>	<b>23.38%</b>	<b>-</b>	<b>100.00%</b>
	<b>TOTAL PUBLIC WORKS</b>	<b>\$ 1,930,215</b>	<b>\$ 1,947,687</b>	<b>\$ 179,521</b>	<b>\$ 563,822</b>	<b>28.95%</b>	<b>\$ 420,640</b>	<b>34.04%</b>

\* = Actual data is reported through October.

**Public Safety - Wren**  
**October 2020 General Fund Expenditures (33% 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 October	Year to Date Actual *			
<b>101</b>	<b>General Fund</b>							
<b>2100</b>	<b>Law Enforcement</b>							
501110	Salaries-Regular	\$ -	\$ -	\$ -	\$ -	**	28,552	-100.00%
501120	Salaries-Part Time	-	-	-	-	**	6,420	-100.00%
502100	Retirement	-	-	-	-	**	2,160	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	519	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	5,567	-100.00%
502120	Medicare/Fica	-	-	-	-	**	536	-100.00%
602100	Special Dept Expense	-	-	244	410	**	532	-22.93%
602110	Office Expense	1,500	1,500	-	4	0.27%	263	-98.48%
602145	Gas/Oil/Lube	3,000	3,000	132	345	11.50%	-	100.00%
603110	Building Maintenance	-	-	-	-	**	5,394	-100.00%
603125	Vehicle Maintenance	5,000	5,000	179	1,925	38.50%	-	100.00%
604100	Communications	60,000	60,000	5,673	15,454	25.76%	11,747	31.56%
604105	Utilities	-	-	-	-	**	9,165	-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%	-	**
607110	Travel/Conference/Meetings	3,400	3,400	-	-	0.00%	-	**
607115	Training	-	-	-	-	**	-	**
608100	Contractual Services	20,745	20,745	-	-	0.00%	-	**
608160	O.C.S.D. Contract	4,950,475	4,950,475	421,893	1,687,571	34.09%	2,014,409	-16.23%
612105	Vehicle Replacement Charge	8,820	8,820	735	2,940	33.33%	-	100.00%
612115	Liability Insurance Charge	-	-	-	-	**	2,723	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,411	-100.00%
<b>2100</b>	<b>Law Enforcement Total</b>	<b>5,060,340</b>	<b>5,060,340</b>	<b>428,856</b>	<b>1,713,327</b>	<b>33.86%</b>	<b>2,101,076</b>	<b>-18.45%</b>
<b>2200</b>	<b>Fire Protection</b>							
608185	O.C.F.A. Contract	3,428,270	3,428,270	-	927,546	27.06%	930,561	-0.32%
608190	Contractual Ambulance Svcs	-	-	-	-	**	350	-100.00%
<b>2200</b>	<b>Fire Protection Total</b>	<b>3,428,270</b>	<b>3,428,270</b>	<b>-</b>	<b>927,546</b>	<b>27.06%</b>	<b>930,911</b>	<b>-0.36%</b>
<b>2300</b>	<b>Ambulance Services</b>							
608190	Contractual Ambulance Svcs	5,000	5,000	-	786	15.72%	-	100.00%
<b>2230</b>	<b>Ambulance Services Total</b>	<b>5,000</b>	<b>5,000</b>	<b>-</b>	<b>786</b>	<b>15.72%</b>	<b>-</b>	<b>100.00%</b>
<b>2300</b>	<b>Homeless Prevention</b>							
610230	North SPA Navigation Center Cost Share	-	100,000	-	-	0.00%	-	**
<b>2300</b>	<b>Homeless Total</b>	<b>-</b>	<b>100,000</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>	<b>**</b>
<b>2400</b>	<b>Animal Control Services</b>							
608170	Animal Control Services	182,280	182,280	46,305	90,405	49.60%	42,722	111.61%
<b>2400</b>	<b>Animal Control Services Total</b>	<b>182,280</b>	<b>182,280</b>	<b>46,305</b>	<b>90,405</b>	<b>49.60%</b>	<b>42,722</b>	<b>111.61%</b>
<b>2500</b>	<b>Public Safety-Other</b>							
501110	Salaries-Regular	56,650	56,650	3,769	15,810	27.91%	-	100.00%
501120	Salaries-Part Time	22,070	22,070	-	4,445	20.14%	-	100.00%
502100	Retirement Charges	19,430	19,430	916	4,107	21.14%	-	100.00%
502110	Health/Life Insurance	2,855	2,855	(314)	190	6.65%	-	100.00%
502115	Unemployment Insurance	405	405	(81)	-	0.00%	-	**
502120	Medicare/Fica	1,140	1,140	57	303	26.58%	-	100.00%
502130	Other Benefit Charges	15	15	72	72	480.00%	-	100.00%
602110	Office Expense	1,200	1,200	409	668	55.67%	-	100.00%
602115	Postage	100	100	-	101	101.00%	-	100.00%
607115	Training	700	700	-	-	0.00%	-	**
612115	Liability Insurance Charge	27,920	27,920	-	27,884	99.87%	-	100.00%
<b>2500</b>	<b>Public Safety-Other Total</b>	<b>132,485</b>	<b>132,485</b>	<b>4,828</b>	<b>53,580</b>	<b>40.44%</b>	<b>-</b>	<b>100.00%</b>
<b>4300</b>	<b>Parking Control</b>							
501110	Salaries-Regular	136,250	136,250	16,615	42,242	31.00%	36,557	15.55%
501120	Salaries-Part Time	11,340	11,340	1,377	3,999	35.26%	14,591	-72.59%

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**Public Safety - Wren**  
**October 2020 General Fund Expenditures (33% 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 October	Year to Date Actual *	% of Budget		
502100	Retirement	38,910	38,910	4,704	12,304	31.62%	5,277	133.16%
<b>4300</b>	<b>Parking Control, Continued</b>							
502105	Workers Comp Insurance	-	-	-	-	**	4,191	-100.00%
502110	Health/Life Insurance	7,870	7,870	1,041	3,682	46.79%	3,731	-1.31%
502115	Unemployment Insurance	705	705	-	-	0.00%	139	-100.00%
502120	Medicare/Fica	2,140	2,140	264	682	31.87%	753	-9.43%
502130	Other Benefit Charges	265	265	79	79	29.81%	-	100.00%
602110	Office Expense	6,500	6,500	-	58	0.89%	4,051	-98.57%
602115	Postage	500	500	14	55	11.00%	-	100.00%
602130	Clothing	1,000	1,000	-	-	0.00%	142	-100.00%
604100	Communications	1,000	1,000	54	272	27.20%	163	66.87%
608105	Professional Services	16,000	16,000	1,818	5,330	33.31%	4,774	11.65%
612105	Vehicle Replacement Charge	3,595	3,595	300	1,198	33.32%	2,095	-42.82%
612115	Liability Insurance Charge	-	-	-	-	**	4,021	-100.00%
612125	Employee Benefits	-	-	-	-	**	12,424	-100.00%
<b>4300</b>	<b>Parking Control Total</b>	<b>226,075</b>	<b>226,075</b>	<b>26,266</b>	<b>69,901</b>	<b>30.92%</b>	<b>92,909</b>	<b>-24.76%</b>
<b>6200</b>	<b>Code Enforcement</b>							
501110	Salaries-Regular	312,675	312,675	35,493	93,308	29.84%	49,101	90.03%
501120	Salaries-Part Time	11,340	11,340	1,377	3,615	31.88%	-	100.00%
502100	Retirement	83,230	83,230	9,730	25,765	30.96%	8,245	212.49%
502105	Workers Comp Insurance	-	-	-	-	**	3,838	-100.00%
502110	Health/Life Insurance	21,450	21,450	3,288	11,375	53.03%	5,573	104.11%
502115	Unemployment Insurance	1,290	1,290	-	-	0.00%	-	**
502120	Medicare/Fica	4,695	4,695	532	1,395	29.71%	719	94.02%
502130	Other Benefit Charges	345	345	99	99	28.70%	-	100.00%
602110	Office Expense	1,500	1,500	-	64	4.27%	1,254	-94.90%
602115	Postage	1,000	1,000	93	268	26.80%	-	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%	570	9.47%
607100	Membership/Dues	600	600	-	-	0.00%	-	**
607105	Mileage Reimbursement	100	100	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	(111)	-100.00%
607115	Training	1,000	1,000	-	-	0.00%	241	-100.00%
608180	Prosecution/Code Enforcement	75,000	75,000	4,944	4,944	6.59%	10,850	-54.43%
612105	Vehicle Replacement Charge	5,580	5,580	465	1,860	33.33%	3,255	-42.86%
612115	Liability Insurance Charge	-	-	-	-	**	3,840	-100.00%
612125	Employee Benefits	-	-	-	-	**	11,862	-100.00%
<b>6200</b>	<b>Code Enforcement Total</b>	<b>524,705</b>	<b>524,705</b>	<b>56,336</b>	<b>144,262</b>	<b>27.49%</b>	<b>100,707</b>	<b>43.25%</b>
<b>101</b>	<b>GENERAL FUND TOTAL</b>	<b>\$ 9,559,155</b>	<b>\$ 9,659,155</b>	<b>\$ 562,591</b>	<b>\$ 2,999,807</b>	<b>31.06%</b>	<b>\$ 3,268,325</b>	<b>-8.22%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
<b>2100</b>	<b>Law Enforcement</b>							
501110	Salaries-Regular	-	-	-	-	**	11,374	-100.00%
502100	Retirement	-	-	-	-	**	889	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	169	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	91	-100.00%
502120	Medicare/Fica	-	-	-	-	**	177	-100.00%
608160	O.C.S.D. Contract	6,300,000	6,300,000	515,647	2,062,587	32.74%	725,639	184.24%
608175	Crossing Guard Services	-	-	-	-	**	6,690	-100.00%
612105	Vehicle Replacement Charge	-	-	-	-	**	5,142	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	923	-100.00%
612125	Employee Benefits	-	-	-	-	**	2,853	-100.00%
<b>2100</b>	<b>Law Enforcement Total</b>	<b>6,300,000</b>	<b>6,300,000</b>	<b>515,647</b>	<b>2,062,587</b>	<b>32.74%</b>	<b>755,310</b>	<b>173.08%</b>
<b>2200</b>	<b>Fire Protection</b>							

\* = Actual data is reported through October.

**Public Safety - Wren**  
**October 2020 General Fund Expenditures (33% 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 October	Year to Date Actual *	% of Budget		
501110	Salaries-Regular	-	-	-	-	**	2,275	-100.00%
502100	Retirement	-	-	-	-	**	178	-100.00%
<b>2200</b>	<b>Fire Protection, Continued</b>							
502105	Workers Comp Insurance	-	-	-	-	**	34	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	18	-100.00%
502120	Medicare/Fica	-	-	-	-	**	35	-100.00%
608185	O.C.F.A. Contract	1,500,000	1,500,000	-	299,719	19.98%	248,691	20.52%
612115	Liability Insurance Charge	-	-	-	-	**	185	-100.00%
612125	Employee Benefits	-	-	-	-	**	571	-100.00%
<b>2200</b>	<b>Fire Protection Total</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>-</b>	<b>299,719</b>	<b>19.98%</b>	<b>251,987</b>	<b>18.94%</b>
<b>4300</b>	<b>Parking Control</b>							
501110	Salaries-Regular	-	-	-	-	**	6,825	-100.00%
502100	Retirement	-	-	-	-	**	533	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	102	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	54	-100.00%
502120	Medicare/Fica	-	-	-	-	**	106	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	554	-100.00%
612125	Employee Benefits	-	-	-	-	**	1,712	-100.00%
<b>4300</b>	<b>Parking Control Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>**</b>	<b>9,886</b>	<b>-100.00%</b>
<b>6200</b>	<b>Code Enforcement</b>							
501110	Salaries-Regular	-	-	-	-	**	44,707	-100.00%
502100	Retirement	-	-	-	-	**	3,311	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	2,162	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	3,052	-100.00%
502120	Medicare/Fica	-	-	-	-	**	672	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	3,589	-100.00%
612125	Employee Benefits	-	-	-	-	**	11,089	-100.00%
<b>6200</b>	<b>Code Enforcement Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>**</b>	<b>68,582</b>	<b>-100.00%</b>
<b>102</b>	<b>TRANSACTIONS AND USE TAX TOTAL</b>	<b>\$ 7,800,000</b>	<b>\$ 7,800,000</b>	<b>\$ 515,647</b>	<b>\$ 2,362,306</b>	<b>30.29%</b>	<b>\$ 1,085,765</b>	<b>117.57%</b>
	<b>TOTAL PUBLIC SAFETY</b>	<b>\$ 17,359,155</b>	<b>\$ 17,459,155</b>	<b>\$ 1,078,238</b>	<b>\$ 5,362,113</b>	<b>30.71%</b>	<b>\$ 4,354,090</b>	<b>23.15%</b>

\* = Actual data is reported through October.

**Community Development-Lilley**  
**October 2020 General Fund Expenditures (33% 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 October	Year to Date Actual *			
<b>101</b>	<b>General Fund</b>							
<b>4000</b>	<b>Community Development Administration</b>							
501110	Salaries-Regular	\$ 84,280	\$ 84,280	\$ 8,734	\$ 22,730	26.97%	\$ -	100.00%
502100	Retirement Charges	20,155	20,155	2,303	6,008	29.81%	-	100.00%
502110	Health/Life Insurance	4,300	4,300	709	2,430	56.51%	-	100.00%
502115	Unemployment Insurance	195	195	-	82	42.05%	-	100.00%
502120	Medicare/Fica	1,225	1,225	124	319	26.04%	-	100.00%
502130	Other Benefit Charges	20	20	11	11	55.00%	-	100.00%
602110	Office Expense	1,300	1,275	149	401	31.45%	-	100.00%
602120	Books/Periodicals	75	340	-	99	29.12%	-	100.00%
612115	Liability Insurance Charge	38,310	38,310	-	38,261	99.87%	-	100.00%
<b>4000</b>	<b>Community Development Administration Total</b>	<b>149,860</b>	<b>150,100</b>	<b>12,030</b>	<b>70,341</b>	<b>46.86%</b>	<b>-</b>	<b>100.00%</b>
<b>4100</b>	<b>Planning</b>							
501110	Salaries-Regular	293,290	293,290	31,663	75,433	25.72%	42,025	79.50%
501115	Salaries-Overtime	1,000	1,000	176	654	65.40%	-	100.00%
501120	Salaries-Part Time	-	-	-	-	**	3,742	-100.00%
501125	Salaries-Appointed	9,000	9,000	831	2,510	27.89%	2,977	-15.69%
502100	Retirement	67,165	67,165	7,182	16,786	24.99%	4,111	308.32%
502105	Workers Comp Insurance	-	-	-	-	**	1,029	-100.00%
502110	Health/Life Insurance	24,810	24,810	3,348	9,225	37.18%	6,235	47.96%
502115	Unemployment Insurance	1,080	1,080	314	450	41.67%	296	52.03%
502120	Medicare/Fica	4,380	4,380	469	1,121	25.59%	757	48.08%
502130	Other Benefit Charges	270	270	38	38	14.07%	-	100.00%
602110	Office Expense	-	-	-	(99)	**	292	-133.90%
602115	Postage	200	200	94	406	203.00%	-	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	51	205	33.33%	325	-36.92%
612115	Liability Insurance Charge	-	-	-	-	**	5,425	-100.00%
612125	Employee Benefits	-	-	-	-	**	16,763	-100.00%
<b>4100</b>	<b>Planning Total</b>	<b>420,610</b>	<b>720,370</b>	<b>44,166</b>	<b>106,729</b>	<b>14.82%</b>	<b>84,556</b>	<b>26.22%</b>
<b>4200</b>	<b>Building Regulation</b>							
501110	Salaries-Regular	70,030	70,030	7,631	20,490	29.26%	16,830	21.75%
502100	Retirement	15,835	15,835	1,732	4,647	29.35%	1,218	281.53%
502105	Workers Comp Insurance	-	-	-	-	**	273	-100.00%
502110	Health/Life Insurance	4,765	4,765	865	3,081	64.66%	2,742	12.36%
502115	Unemployment Insurance	330	330	-	27	8.18%	-	100.00%
502120	Medicare/Fica	1,015	1,015	109	291	28.67%	249	16.87%
502130	Other Benefit Charges	45	45	10	10	22.22%	-	100.00%
602110	Office Expense	1,000	1,000	-	33	3.30%	178	-81.46%
602115	Postage	500	500	10	53	10.60%	-	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	32,824	271,244	59.25%	120,714	124.70%
608135	Microfilming	10,000	10,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	-	-	795	795	**	-	100.00%
612105	Vehicle Replacement Charge	-	-	-	-	**	17	-100.00%

\* = Actual data is reported through October.



**Community Development-Lilley**  
**October 2020 General Fund Expenditures (33% 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 October	Year to Date Actual *			
<b>4200</b>	<b>Building Regulation, Continued</b>							
612115	Liability Insurance Charge	-	-	-	-	**	1,413	-100.00%
612125	Employee Benefits	-	-	-	-	**	4,367	-100.00%
<b>4200</b>	<b>Building Regulation Total</b>	<b>563,050</b>	<b>563,050</b>	<b>43,976</b>	<b>300,671</b>	<b>53.40%</b>	<b>148,376</b>	<b>102.64%</b>
<b>4400</b>	<b>Business Relations</b>							
607115	Training	500	500	-	-	0.00%	-	**
608105	Professional Services	20,000	20,000	-	-	0.00%	-	**
608145	Information Technology	600	600	-	50	8.33%	-	100.00%
<b>4400</b>	<b>Business Relations</b>	<b>21,100</b>	<b>21,100</b>	<b>-</b>	<b>50</b>	<b>0.24%</b>	<b>-</b>	<b>100.00%</b>
<b>101</b>	<b>GENERAL FUND TOTAL</b>	<b>\$ 1,154,620</b>	<b>\$ 1,454,620</b>	<b>\$ 100,172</b>	<b>\$ 477,791</b>	<b>32.85%</b>	<b>\$ 232,932</b>	<b>105.12%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
<b>4400</b>	<b>Business Relations</b>							
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%
612105	Vehicle Replacement Charge	-	-	-	-	**	358	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,037	-100.00%
612125	Employee Benefits	-	-	-	-	**	3,204	-100.00%
<b>4400</b>	<b>Business Relations</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>**</b>	<b>8,103</b>	<b>-100.00%</b>
<b>102</b>	<b>TRANSACTIONS AND USE TAX TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>**</b>	<b>\$ 8,103</b>	<b>-100.00%</b>
	<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>\$ 1,154,620</b>	<b>\$ 1,454,620</b>	<b>\$ 100,172</b>	<b>\$ 477,791</b>	<b>32.85%</b>	<b>\$ 241,035</b>	<b>98.22%</b>

\* = Actual data is reported through October.

**Community Service - Bobadilla**  
**October 2020 General Fund Expenditures (33% of year)**

		FY 2020/21						
		FY 2020/21	FY 2020/21	Activity				% Change
		Adopted	Amended	During	Year to Date		FY 2019/20	From Prior
Acct. No.	Description	Budget	Budget	October	Actual *	% of Budget	Actual*	Year
101	General Fund							
5100	Parks and Recreation							
501110	Salaries-Regular	\$ 367,335	\$ 367,335	\$ 41,067	\$ 111,136	30.25%	\$ 96,756	14.86%
501120	Salaries-Part Time	87,770	87,770	5,535	15,505	17.67%	19,179	-19.16%
502100	Retirement	96,235	96,235	10,248	27,592	28.67%	9,232	198.87%
502105	Workers Comp Insurance	-	-	-	-	**	3,180	-100.00%
502110	Health/Life Insurance	23,020	23,020	3,670	12,934	56.19%	11,814	9.48%
502115	Unemployment Insurance	2,850	2,850	-	9	0.32%	217	-95.85%
502120	Medicare/Fica	6,600	6,600	668	1,811	27.44%	1,675	8.12%
502130	Other Benefit Charges	1,285	1,285	279	279	21.71%	-	100.00%
602100	Special Dept Expense	4,430	4,430	-	1,585	35.78%	1,936	-18.13%
602110	Office Expense	1,600	1,600	30	217	13.56%	866	-74.94%
602113	Social Media	2,500	2,500	-	-	0.00%	-	**
602115	Postage	400	400	25	265	66.25%	-	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%	1,350	-100.00%
607100	Membership/Dues	1,160	1,160	-	-	0.00%	165	-100.00%
607115	Training	1,500	1,500	-	-	0.00%	1,525	-100.00%
608100	Contractual Services	8,000	8,000	-	-	**	-	**
609100	Special Events	10,905	10,905	-	-	0.00%	2,833	-100.00%
609200	Senior Citizen Program	1,200	1,200	-	22	1.83%	17	29.41%
612105	Vehicle Replacement Charge	6,800	6,800	567	2,267	33.34%	3,929	-42.30%
612115	Liability Insurance Charge	53,705	53,705	-	53,636	99.87%	8,882	503.87%
612125	Employee Benefits	-	-	-	-	**	27,442	-100.00%
5100	Parks and Recreation Total	695,780	695,780	62,089	227,258	32.66%	207,106	9.73%
5200	Community Services Center (Beach)							
501120	Salaries-Part Time	-	-	-	97	**	3,018	-96.79%
502105	Workers Comp Insurance	-	-	-	-	**	269	-100.00%
502120	Medicare/Fica	-	-	-	1	**	46	-97.83%
602100	Special Dept Expense	4,820	4,820	-	-	0.00%	1,298	-100.00%
602110	Office Expense	1,000	1,000	-	-	0.00%	210	-100.00%
603110	Building Maintenance	6,695	6,695	125	946	14.13%	1,416	-33.19%
604105	Utilities	9,540	9,540	-	-	0.00%	792.000	-100.00%
612105	Vehicle Replacement Charge	400	400	33	133	33.25%	211	-36.97%
612115	Liability Insurance Charge	-	-	-	-	**	262	-100.00%
612125	Employee Benefits	-	-	-	-	**	810	-100.00%
5200	Community Services Ctr (Beach)	22,455	22,455	158	1,177	5.24%	8,355	-85.91%
5300	Stanton Central Park							
501110	Salaries-Regular	64,085	64,085	6,932	18,454	28.80%	4,762	287.53%
501120	Salaries-Part Time	77,775	77,775	8,962	21,028	27.04%	44,238	-52.47%
502100	Retirement	14,575	14,575	1,576	4,197	28.80%	333	1160.36%
502105	Workers Comp Insurance	-	-	-	-	**	3,553	-100.00%
502110	Health/Life Insurance	5,120	5,120	714	2,483	48.50%	340	630.29%
502115	Unemployment Insurance	1,800	1,800	75	150	8.33%	295	-49.15%
502120	Medicare/Fica	2,055	2,055	233	582	28.32%	768	-24.22%
502130	Other Benefit Charges	1,375	1,375	312	312	22.69%	-	100.00%
602100	Special Dept Expense	2,000	2,000	-	-	0.00%	232	-100.00%
602110	Office Expense	500	500	7	99	19.80%	8	100.00%

\* = Actual data is reported through October.

**Community Service - Bobadilla**  
**October 2020 General Fund Expenditures (33% 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 October	Year to Date Actual *			
<b>5300</b>	<b>Stanton Central Park, Continued</b>							
604105	Utilities	630	630	-	-	0.00%	192	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	3,456	-100.00%
612125	Employee Benefits	-	-	-	-	**	10,678	-100.00%
<b>5300</b>	<b>Stanton Central Park</b>	<b>169,915</b>	<b>169,915</b>	<b>18,811</b>	<b>47,305</b>	<b>27.84%</b>	<b>68,855</b>	<b>-31.30%</b>
<b>5400</b>	<b>Senior Nutrition Program</b>							
501110	Salaries-Regular	-	-	783	2,809	**	-	100.00%
501120	Salaries-Part Time	30,825	30,825	3,859	10,035	32.55%	-	100.00%
502100	Retirement Charges	-	-	178	639	**	-	100.00%
502110	Health/Life Insurance	445	445	85	425	95.51%	-	100.00%
502115	Unemployment Insurance	525	525	-	-	0.00%	-	**
502120	Medicare/Fica	445	445	68	189	42.47%	-	100.00%
502130	Other Benefit Charges	530	530	146	146	27.55%	-	100.00%
<b>5400</b>	<b>Senior Nutrition Program</b>	<b>32,770</b>	<b>32,770</b>	<b>5,119</b>	<b>14,243</b>	<b>43.46%</b>	<b>-</b>	<b>100.00%</b>
		<b>\$ 920,920</b>	<b>\$ 920,920</b>	<b>\$ 86,177</b>	<b>\$ 289,983</b>	<b>31.49%</b>	<b>\$ 284,316</b>	<b>1.99%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
<b>5100</b>	<b>Parks and Recreation</b>							
501120	Salaries-Part Time	-	-	-	-	**	492	-100.00%
502120	Medicare/Fica	-	-	-	-	**	7	-100.00%
<b>5100</b>	<b>Parks and Recreation</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>**</b>	<b>499</b>	<b>-100.00%</b>
<b>102</b>	<b>TRANSACTIONS AND USE TAX TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>**</b>	<b>\$ 499</b>	<b>-100.00%</b>
	<b>TOTAL COMMUNITY SERVICES</b>	<b>\$ 920,920</b>	<b>\$ 920,920</b>	<b>\$ 86,177</b>	<b>\$ 289,983</b>	<b>31.49%</b>	<b>\$ 284,815</b>	<b>1.81%</b>

\* = Actual data is reported through October.

**Transfers to Other Funds-Bannigan**  
**October 2020 General Fund Expenditures (33% 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 October	Year to Date Actual *			
<b>101</b>	<b>General Fund</b>							
<b>1600</b>	<b>Non-Departmental</b>							
800250	Transfer to Fact Grant	\$ 24,750	\$ 24,750	\$ 2,063	\$ 8,250	33.33%	\$ 38,000	-78.29%
800251	Transfer to Senior Transportation Fund	9,430	9,430	443	1,213	12.86%	-	**
	<b>TOTAL TRANSFERS OUT</b>	<b>\$ 34,180</b>	<b>\$ 34,180</b>	<b>\$ 2,506</b>	<b>\$ 9,463</b>	<b>27.69%</b>	<b>\$ 38,000</b>	<b>-75.10%</b>

\* = Actual data is reported through October 2020.

**General Fund - Fund Balance Status**

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<u>Reserves as of June 30, 2020:</u>			
Economic Uncertainty	\$ 4,600,000		\$ 4,600,000
Emergency Equipment Maintenance	250,000		250,000
Emergency Disaster Continuity	2,500,000		2,500,000
Capital Improvement	5,911,735		5,911,735
Subtotal	13,261,735	-	13,261,735
Available Fund Balance (unreserved)	2,610,724	4,678,926	7,289,650
<b>Total Fund Balance (Reserves &amp; Available Fund Balance) as of June 30, 2020 <sup>(1)</sup></b>	<b>15,872,459</b>	<b>4,678,926</b>	<b>20,551,385</b>
Estimated increase (decrease) of fund balance during Fiscal Year 2020-21 - per change	2,577,605	(3,727,065)	(1,149,460)
<b>Total Projected Fund Balance (Reserves &amp; Available Fund Balance) as of June 30, 2021</b>	<b>\$ 18,450,064</b>	<b>\$ 951,861</b>	<b>\$ 19,401,925</b>

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

## **CITY OF STANTON**

### **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** December 8, 2020

**SUBJECT: RESOLUTION CLASSIFYING AND FIXING COMPENSATION RANGES  
FOR POSITIONS IN THE CITY SERVICE**

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

The attached Resolution makes changes to the Position Classification Manual by modifying the salary range for the position of Intern, Park Ranger, and Recreation Leader.

#### **RECOMMENDED ACTION**

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making; and
2. Adopt Resolution No. 2020-49 amending the Salary Schedule for all City classifications, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,  
CALIFORNIA, CLASSIFYING AND FIXING COMPENSATION RANGES FOR  
POSITIONS IN THE CITY SERVICE."**

#### **ANALYSIS AND JUSTIFICATION:**

In April 2016, former California Governor Jerry Brown signed the state's \$15 per hour minimum wage law into effect. Effective January 1, 2017, the minimum wage for all industries began to increase yearly. Every year from January 1, 2017, to January 1, 2022, the minimum wage has and will continue to increase for employers employing 26 or more employees as follows:

<b>Date</b>	<b>Minimum Wage for Employers with 26 Employees or More</b>
January 1, 2017	\$10.50/hour
January 1, 2018	\$11.00/hour
January 1, 2019	\$12.00/hour
January 1, 2020	\$13.00/hour
January 1, 2021	\$14.00/hour
January 1, 2022	\$15.00/hour

The minimum wage for employers with 26 employees or more will increase to \$14.00 per hour effective January 1, 2021. The salary range for the positions of Intern, Park Ranger and Recreation Leader currently starts at \$13.00 per hour. Accordingly, staff recommends modifying the steps in Salary Range 1A with Step A starting at \$14.00 per hour to comply with the minimum wage law in 2021. All other salary ranges will remain unchanged.

The resolution fixing the compensation ranges for positions in the city service can be found as Attachment 1. The revised Monthly Employee Salary Schedule can be found as Exhibit A. The salary ranges of the City's Compensation Plan can be found as Exhibit B.

**FISCAL IMPACT:**

None. The costs associated with the modified salary range are included in the approved adopted budget.

**ENVIRONMENTAL IMPACT:**

Not applicable.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

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

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

Prepared by:

s/ Cynthia Guzman

\_\_\_\_\_  
Cynthia Guzman  
HR/Risk Management Analyst

Approved by:

s/ Jarad L. Hildenbrand

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

Attachments:

1. Resolution No. 2020-49
  - Exhibit A: Revised Monthly Salary Schedule
  - Exhibit B: City Compensation Plan Salary Ranges

# Attachment: A

## RESOLUTION NO. 2020-49

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CLASSIFYING AND FIXING COMPENSATION RANGES FOR POSITIONS IN THE CITY SERVICE**

**WHEREAS**, Chapter 2.44.02 of the Stanton Municipal Code requires the establishment of a Position Classification Plan;

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

1. The salary range numbers of each of the classes of position are shown in the Salary Range attached as "Exhibit A".
2. The actual salary ranges of the City's Compensation Plan outlining the actual monthly salary and hourly wage for each step and range are attached as "Exhibit B".
3. The above cited salary ranges are effective January 1, 2021.
4. This Resolution supersedes and revokes all other resolutions in conflict with this resolution.

**ADOPTED, SIGNED AND APPROVED** this 8<sup>th</sup> day of December, 2020.

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DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

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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. 2020-49 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 December 8, 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

## EXHIBIT "A"

City of Stanton  
Monthly Salary Schedule  
Effective January 1, 2021

<u>RANGE NO.</u>	STEP	<u>POSITION/MONTHLY SALARY</u>					
		A	B	C	D	E	F
1A		14.00	14.70	15.44	16.21	17.02	17.87
		<b>2427</b>	<b>2548</b>	<b>2675</b>	<b>2809</b>	<b>2950</b>	<b>3097</b>
		<i>Intern</i>					
1		<i>Park Ranger</i>					
		<i>Recreation Leader</i>					
		17.50	18.38	19.30	20.26	21.27	22.34
2		<b>3034</b>	<b>3185</b>	<b>3345</b>	<b>3512</b>	<b>3687</b>	<b>3872</b>
		<i>Administrative Clerk</i>					
		<i>Facilities Maintenance Worker I</i>					
5		<i>Senior Recreation Leader</i>					
		17.94	18.84	19.78	20.77	21.81	22.90
		<b>3109</b>	<b>3265</b>	<b>3428</b>	<b>3600</b>	<b>3780</b>	<b>3969</b>
8		<i>Code Enforcement Technician</i>					
		19.32	20.28	21.30	22.36	23.48	24.66
		<b>3349</b>	<b>3516</b>	<b>3692</b>	<b>3876</b>	<b>4070</b>	<b>4274</b>
10		<i>Senior Administrative Clerk</i>					
		20.80	21.84	22.94	24.08	25.29	26.55
		<b>3606</b>	<b>3786</b>	<b>3976</b>	<b>4174</b>	<b>4383</b>	<b>4602</b>
12		<i>Facilities Maintenance Worker II</i>					
		21.86	22.95	24.10	25.30	26.57	27.90
		<b>3789</b>	<b>3978</b>	<b>4177</b>	<b>4386</b>	<b>4605</b>	<b>4835</b>
13		<i>Departmental Assistant</i>					
		<i>Parking Control/Code Enforcement Specialist</i>					
		<i>Permit Technician</i>					
12		22.96	24.11	25.32	26.58	27.91	29.31
		<b>3980</b>	<b>4179</b>	<b>4388</b>	<b>4608</b>	<b>4838</b>	<b>5080</b>
		<i>Business License Specialist</i>					
13		<i>Planning Technician</i>					
		23.54	24.71	25.95	27.25	28.61	30.04
		<b>4080</b>	<b>4284</b>	<b>4498</b>	<b>4723</b>	<b>4959</b>	<b>5207</b>
		<i>Senior Facilities Maintenance Worker</i>					

\*Monthly Salary are approximate rates based on the hourly conversion. Council Approved: December 8, 2020 (Resolution 2020-49)

RESOLUTION NO. 2020-49

Page 3 of 6

**RANGE NO.****STEP****POSITION/MONTHLY SALARY****A      B      C      D      E      F**

16	25.35	26.62	27.95	29.34	30.81	32.35
	<b>4394</b>	<b>4613</b>	<b>4844</b>	<b>5086</b>	<b>5340</b>	<b>5607</b>
	<i>Administrative Services Coordinator</i> <i>Community Services Coordinator</i> <i>Outreach Coordinator</i>					
18	26.63	27.96	29.36	30.83	32.37	33.99
	<b>4616</b>	<b>4847</b>	<b>5089</b>	<b>5344</b>	<b>5611</b>	<b>5891</b>
	<i>Building Inspector</i> <i>Engineering Assistant</i>					
19	27.30	28.66	30.09	31.60	33.18	34.84
	<b>4731</b>	<b>4968</b>	<b>5216</b>	<b>5477</b>	<b>5751</b>	<b>6039</b>
	<i>Administrative Services Supervisor</i> <i>Code Enforcement Officer</i> <i>Senior Accounting Technician</i>					
21	28.68	30.11	31.62	33.20	34.86	36.60
	<b>4971</b>	<b>5220</b>	<b>5480</b>	<b>5755</b>	<b>6042</b>	<b>6344</b>
	<i>Assistant Planner</i> <i>Economic Development Specialist</i> <i>Housing Specialist</i> <i>Information Technology Specialist</i>					
22	29.40	30.87	32.41	34.03	35.73	37.52
	<b>5095</b>	<b>5350</b>	<b>5618</b>	<b>5898</b>	<b>6193</b>	<b>6503</b>
	<i>Accountant</i>					
26	32.45	34.07	35.77	37.56	39.44	41.41
	<b>5624</b>	<b>5905</b>	<b>6201</b>	<b>6511</b>	<b>6836</b>	<b>7178</b>
	<i>Associate Engineer</i> <i>Associate Planner</i> <i>Code Enforcement/Parking Control Supervisor</i> <i>Community Services Supervisor</i> <i>Facilities Maintenance Supervisor</i> <i>Housing Associate</i> <i>Human Resources/Risk Management Analyst</i>					
33	38.57	40.50	42.52	44.65	46.88	49.23
	<b>6685</b>	<b>7020</b>	<b>7371</b>	<b>7739</b>	<b>8126</b>	<b>8532</b>
	<i>Civil Engineer</i> <i>Senior Planner</i>					

\*Monthly Salary are approximate rates based on the hourly conversion. Council Approved: December 8, 2020 (Resolution 2020-49)

<u>RANGE NO.</u>	STEP	<u>POSITION/MONTHLY SALARY</u>					
		A	B	C	D	E	F
35		40.52	42.55	44.68	46.91	49.26	51.72
		<b>7024</b>	<b>7375</b>	<b>7744</b>	<b>8131</b>	<b>8538</b>	<b>8964</b>
		<i>Accounting Manager</i>					
		<i>Administrative Services Manager</i>					
		<i>Assistant to the City Manager</i>					
		<i>Building Official</i>					
		<i>City Clerk</i>					
		<i>Community Services Manager</i>					
		<i>Planning Manager</i>					
		<i>Public Works Manager</i>					
43		49.37	51.84	54.43	57.15	60.01	63.01
		<b>8558</b>	<b>8986</b>	<b>9435</b>	<b>9907</b>	<b>10402</b>	<b>10922</b>
		<i>Assistant City Engineer</i>					
		58.69	61.62	64.70	67.94	71.34	74.90
		<b>10173</b>	<b>10681</b>	<b>11215</b>	<b>11776</b>	<b>12365</b>	<b>12983</b>
		<i>Administrative Services Director</i>					
		<i>Community &amp; Economic Development Director</i>					
		<i>Community Services Director</i>					
		<i>Finance Director</i>					
		<i>Public Works Director/City Engineer</i>					
53		63.20	66.36	69.68	73.16	76.82	80.66
		<b>10995</b>	<b>11503</b>	<b>12078</b>	<b>12682</b>	<b>13316</b>	<b>13981</b>
		<i>Assistant City Manager</i>					

The annual salary for the City Manager is \$180,360.00 (\$15,030.00/mo.) effective 3/18/2019.  
The monthly salary for City Council Members is \$850 effective 3/5/2017.

Revision Effective Dates:	11/28/2012	09/11/2018
	03/10/2015	03/18/2019
	05/12/2015	09/24/2019
	03/05/2017	11/12/2019
	04/25/2017	01/01/2020
	06/27/2017	03/24/2020
	09/12/2017	06/09/2020
	02/27/2018	07/14/2020
	04/25/2018	01/01/2021
	06/12/2018	

\*Monthly Salary are approximate rates based on the hourly conversion. Council Approved: December 8, 2020 (Resolution 2020-49)

RESOLUTION NO. 2020-49

Page 5 of 6

## EXHIBIT “B”

Salary Grade	Monthly Step A	Hourly Step A	Monthly Step B	Hourly Step B	Monthly Step C	Hourly Step C	Monthly Step D	Hourly Step D	Monthly Step E	Hourly Step E	Monthly Step F	Hourly Step F
53	\$10,955	\$63.20	\$11,503	\$66.36	\$12,078	\$69.68	\$12,682	\$73.16	\$13,316	\$76.82	\$13,981	\$80.66
52	\$10,688	\$61.66	\$11,222	\$64.74	\$11,783	\$67.98	\$12,372	\$71.38	\$12,991	\$74.95	\$13,640	\$78.69
51	\$10,427	\$60.16	\$10,948	\$63.16	\$11,496	\$66.32	\$12,071	\$69.64	\$12,674	\$73.12	\$13,308	\$76.78
50	\$10,173	\$58.69	\$10,681	\$61.62	\$11,215	\$64.70	\$11,776	\$67.94	\$12,365	\$71.34	\$12,983	\$74.90
49	\$9,925	\$57.26	\$10,421	\$60.12	\$10,942	\$63.13	\$11,489	\$66.28	\$12,063	\$69.60	\$12,666	\$73.08
48	\$9,682	\$55.86	\$10,167	\$58.65	\$10,675	\$61.59	\$11,209	\$64.67	\$11,769	\$67.90	\$12,358	\$71.29
47	\$9,446	\$54.50	\$9,919	\$57.22	\$10,415	\$60.08	\$10,935	\$63.09	\$11,482	\$66.24	\$12,056	\$69.55
46	\$9,216	\$53.17	\$9,677	\$55.83	\$10,161	\$58.62	\$10,669	\$61.55	\$11,202	\$64.63	\$11,762	\$67.86
45	\$8,991	\$51.87	\$9,441	\$54.47	\$9,913	\$57.19	\$10,408	\$60.05	\$10,929	\$63.05	\$11,475	\$66.20
44	\$8,772	\$50.61	\$9,210	\$53.14	\$9,671	\$55.79	\$10,154	\$58.58	\$10,662	\$61.51	\$11,195	\$64.59
43	\$8,558	\$49.37	\$8,986	\$51.84	\$9,435	\$54.43	\$9,907	\$57.15	\$10,402	\$60.01	\$10,922	\$63.01
42	\$8,349	\$48.17	\$8,767	\$50.58	\$9,205	\$53.11	\$9,665	\$55.76	\$10,148	\$58.55	\$10,656	\$61.48
41	\$8,146	\$46.99	\$8,553	\$49.34	\$8,980	\$51.81	\$9,429	\$54.40	\$9,901	\$57.12	\$10,396	\$59.98
40	\$7,947	\$45.85	\$8,344	\$48.14	\$8,761	\$50.55	\$9,199	\$53.07	\$9,659	\$55.73	\$10,142	\$58.51
39	\$7,753	\$44.73	\$8,141	\$46.97	\$8,548	\$49.31	\$8,975	\$51.78	\$9,424	\$54.37	\$9,895	\$57.09
38	\$7,564	\$43.64	\$7,942	\$45.82	\$8,339	\$48.11	\$8,756	\$50.52	\$9,194	\$53.04	\$9,654	\$55.69
37	\$7,379	\$42.57	\$7,748	\$44.70	\$8,136	\$46.94	\$8,543	\$49.28	\$8,970	\$51.75	\$9,418	\$54.34
36	\$7,199	\$41.54	\$7,559	\$43.61	\$7,937	\$45.79	\$8,334	\$48.08	\$8,751	\$50.49	\$9,189	\$53.01
35	\$7,024	\$40.52	\$7,375	\$42.55	\$7,744	\$44.68	\$8,131	\$46.91	\$8,538	\$49.26	\$8,964	\$51.72
34	\$6,853	\$39.53	\$7,195	\$41.51	\$7,555	\$43.59	\$7,933	\$45.77	\$8,329	\$48.05	\$8,746	\$50.46
33	\$6,685	\$38.57	\$7,020	\$40.50	\$7,371	\$42.52	\$7,739	\$44.65	\$8,126	\$46.88	\$8,532	\$49.23
32	\$6,522	\$37.63	\$6,848	\$39.51	\$7,191	\$41.49	\$7,550	\$43.56	\$7,928	\$45.74	\$8,324	\$48.03
31	\$6,363	\$36.71	\$6,681	\$38.55	\$7,016	\$40.47	\$7,366	\$42.50	\$7,735	\$44.62	\$8,121	\$46.85
30	\$6,208	\$35.82	\$6,518	\$37.61	\$6,844	\$39.49	\$7,187	\$41.46	\$7,546	\$43.53	\$7,923	\$45.71
29	\$6,057	\$34.94	\$6,359	\$36.69	\$6,677	\$38.52	\$7,011	\$40.45	\$7,362	\$42.47	\$7,730	\$44.60
28	\$5,909	\$34.09	\$6,204	\$35.79	\$6,515	\$37.58	\$6,840	\$39.46	\$7,182	\$41.44	\$7,541	\$43.51
27	\$5,765	\$33.26	\$6,053	\$34.92	\$6,356	\$36.67	\$6,673	\$38.50	\$7,007	\$40.43	\$7,358	\$42.45
26	\$5,624	\$32.45	\$5,905	\$34.07	\$6,201	\$35.77	\$6,511	\$37.56	\$6,836	\$39.44	\$7,178	\$41.41

Salary Grade	Monthly Step A	Hourly Step A	Monthly Step B	Hourly Step B	Monthly Step C	Hourly Step C	Monthly Step D	Hourly Step D	Monthly Step E	Hourly Step E	Monthly Step F	Hourly Step F
25	\$5,487	\$31.66	\$5,761	\$33.24	\$6,049	\$34.90	\$6,352	\$36.65	\$6,670	\$38.48	\$7,003	\$40.40
24	\$5,353	\$30.88	\$5,621	\$32.43	\$5,902	\$34.05	\$6,197	\$35.75	\$6,507	\$37.54	\$6,832	\$39.42
23	\$5,223	\$30.13	\$5,484	\$31.64	\$5,758	\$33.22	\$6,046	\$34.88	\$6,348	\$36.62	\$6,666	\$38.46
22	\$5,095	\$29.40	\$5,350	\$30.87	\$5,618	\$32.41	\$5,898	\$34.03	\$6,193	\$35.73	\$6,503	\$37.52
21	\$4,971	\$28.68	\$5,220	\$30.11	\$5,480	\$31.62	\$5,755	\$33.20	\$6,042	\$34.86	\$6,344	\$36.60
20	\$4,850	\$27.98	\$5,092	\$29.38	\$5,347	\$30.85	\$5,614	\$32.39	\$5,895	\$34.01	\$6,190	\$35.71
19	\$4,731	\$27.30	\$4,968	\$28.66	\$5,216	\$30.09	\$5,477	\$31.60	\$5,751	\$33.18	\$6,039	\$34.84
18	\$4,616	\$26.63	\$4,847	\$27.96	\$5,089	\$29.36	\$5,344	\$30.83	\$5,611	\$32.37	\$5,891	\$33.99
17	\$4,503	\$25.98	\$4,729	\$27.28	\$4,965	\$28.64	\$5,213	\$30.08	\$5,474	\$31.58	\$5,748	\$33.16
16	\$4,394	\$25.35	\$4,613	\$26.62	\$4,844	\$27.95	\$5,086	\$29.34	\$5,340	\$30.81	\$5,607	\$32.35
15	\$4,286	\$24.73	\$4,501	\$25.97	\$4,726	\$27.26	\$4,962	\$28.63	\$5,210	\$30.06	\$5,471	\$31.56
14	\$4,182	\$24.13	\$4,391	\$25.33	\$4,611	\$26.60	\$4,841	\$27.93	\$5,083	\$29.33	\$5,337	\$30.79
13	\$4,080	\$23.54	\$4,284	\$24.71	\$4,498	\$25.95	\$4,723	\$27.25	\$4,959	\$28.61	\$5,207	\$30.04
12	\$3,980	\$22.96	\$4,179	\$24.11	\$4,388	\$25.32	\$4,608	\$26.58	\$4,838	\$27.91	\$5,080	\$29.31
11	\$3,883	\$22.40	\$4,077	\$23.52	\$4,281	\$24.70	\$4,495	\$25.94	\$4,720	\$27.23	\$4,956	\$28.59
10	\$3,789	\$21.86	\$3,978	\$22.95	\$4,177	\$24.10	\$4,386	\$25.30	\$4,605	\$26.57	\$4,835	\$27.90
9	\$3,696	\$21.32	\$3,881	\$22.39	\$4,075	\$23.51	\$4,279	\$24.69	\$4,493	\$25.92	\$4,717	\$27.22
8	\$3,606	\$20.80	\$3,786	\$21.84	\$3,976	\$22.94	\$4,174	\$24.08	\$4,383	\$25.29	\$4,602	\$26.55
7	\$3,518	\$20.30	\$3,694	\$21.31	\$3,879	\$22.38	\$4,073	\$23.50	\$4,276	\$24.67	\$4,490	\$25.90
6	\$3,432	\$19.80	\$3,604	\$20.79	\$3,784	\$21.83	\$3,973	\$22.92	\$4,172	\$24.07	\$4,381	\$25.27
5	\$3,349	\$19.32	\$3,516	\$20.28	\$3,692	\$21.30	\$3,876	\$22.36	\$4,070	\$23.48	\$4,274	\$24.66
4	\$3,267	\$18.85	\$3,430	\$19.79	\$3,602	\$20.78	\$3,782	\$21.82	\$3,971	\$22.91	\$4,169	\$24.05
3	\$3,187	\$18.39	\$3,347	\$19.31	\$3,514	\$20.27	\$3,690	\$21.29	\$3,874	\$22.35	\$4,068	\$23.47
2	\$3,109	\$17.94	\$3,265	\$18.84	\$3,428	\$19.78	\$3,600	\$20.77	\$3,780	\$21.81	\$3,969	\$22.90
1	\$3,034	\$17.50	\$3,185	\$18.38	\$3,345	\$19.30	\$3,512	\$20.26	\$3,687	\$21.27	\$3,872	\$22.34
1A	\$2,427	\$14.00	\$2,548	\$14.70	\$2,675	\$15.44	\$2,809	\$16.21	\$2,950	\$17.02	\$3,097	\$17.87

## RESOLUTION NO. 2020-50

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD IN CITY ELECTORAL DISTRICTS 2 AND 4 ON NOVEMBER 3, 2020 DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW**

**WHEREAS**, a General Municipal Election was held and conducted in Electoral Districts 2 and 4 of the City of Stanton, California, on Tuesday, November 3, 2020 in order to elect Members of the City Council to represent those two Districts, as required by law; and

**WHEREAS**, notice of the election was given in time, form and manner as provided by law; that voting precincts/vote centers were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

**WHEREAS**, the County Election Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

**SECTION 1:** That the whole number of ballots cast in the precincts/vote centers except mail voter ballots and provisional ballots was 971.

That the whole number of vote by mail voter ballots cast in the City was 5,300, making a total of 6,271 ballots cast in the City.

**SECTION 2.** That the names of persons voted for at the election for Member of the City Council to represent Electoral District 2 are as follows: Hong Alyce Van and DeWayne Allen Normand.

That the names of persons voted for at the election for Member of the City Council to represent Electoral District 4 are as follows: Carol Warren, Jeff Jones, and Josh Estrada.

**SECTION 3:** That the number of votes given at each precinct/vote center and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibit "B" attached.

**SECTION 4:** The City Council does declare and determine that as a result of the election:

Hong Alyce Van was elected as Member of the City Council to represent Electoral District 2 for the full term of four years; and

Carol Warren was elected as Member of the City Council to represent Electoral District 4 for the full term of four years.

**SECTION 5:** The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election showing:

1. The whole number of ballots cast in the City;
2. The names of the persons voted for;
3. For what office each person was voted for; and
4. The number of votes given at each precinct to each person; and
5. The total number of votes given to each person.

**SECTION 6:** That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

**SECTION 7:** That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

**ADOPTED, SIGNED AND APPROVED** this 8<sup>th</sup> day of December, 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. 2020-50 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 December 8, 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



## CITY OF STANTON Member, City Council, District 2

Cumulative Totals

Precinct	Registration	Ballots Cast	Turnout (%)	DEWAYNE ALLEN NORMAND	HONG ALYCE VAN
27113	1,125	938	83.4	411	463
27138	319	248	77.7	100	125
27142	369	283	76.7	133	122
27143	284	185	65.1	88	79
27163	1,510	1,204	79.7	529	603
27164	184	132	71.7	78	45
<b>Early Vote Center Totals</b>	3,791	0	0.0	0	0
<b>Election Day Vote Center Totals</b>	3,791	498	13.1	258	200
<b>Vote by Mail Totals</b>	3,791	2,492	65.7	1,081	1,237
<b>Grand Totals</b>	3,791	2,990	78.9	1,339	1,437

**Exhibit: A**

## CITY OF STANTON Member, City Council, District 2

Early Vote Center  
Totals

District	Registration	Ballots Cast	Turnout (%)	DEWAYNE ALLEN NORMAND	HONG ALYCE VAN
Orange County	3,791	0	0.0	0	0
Orange County	3,791	0	0.0	0	0
47th Congressional District	3,791	0	0.0	0	0
29th Senate District	3,791	0	0.0	0	0
65th Assembly District	3,791	0	0.0	0	0
2nd Supervisorial District	3,791	0	0.0	0	0
Stanton	3,791	0	0.0	0	0
Stanton Ward Division 2	3,791	0	0.0	0	0
State Board of Equalization (4th District)	3,791	0	0.0	0	0
County Board of Education Trustee Area 2	3,791	0	0.0	0	0
North Orange County Community College District	3,791	0	0.0	0	0
North Orange County Community College District Trustee Area 1	3,791	0	0.0	0	0
Magnolia School District	837	0	0.0	0	0
Magnolia School District Trustee Area 1	468	0	0.0	0	0
Magnolia School District Trustee Area 5	369	0	0.0	0	0
Savanna School District	1,829	0	0.0	0	0
Anaheim Union High School District	2,666	0	0.0	0	0
Anaheim Union High School District Trustee Area 3	653	0	0.0	0	0
Anaheim Union High School District Trustee Area 5	2,013	0	0.0	0	0
Garden Grove Unified School District	1,125	0	0.0	0	0
Garden Grove Unified School District Trustee Area 1	1,125	0	0.0	0	0
Municipal Water District Of Orange County	3,791	0	0.0	0	0
Municipal Water District of Orange County Div 3	3,791	0	0.0	0	0
Orange County Water District	3,791	0	0.0	0	0
Orange County Water District Division 1	3,472	0	0.0	0	0
Orange County Water District Division 4	319	0	0.0	0	0
<b>Early Vote Center Totals</b>	3,791	0	0.0	0	0

## CITY OF STANTON Member, City Council, District 2

Election Day Vote  
Center Totals

District	Registration	Ballots Cast	Turnout (%)	DEWAYNE ALLEN NORMAND	HONG ALYCE VAN
Orange County	3,791	498	13.1	258	200
Orange County	3,791	498	13.1	258	200
47th Congressional District	3,791	498	13.1	258	200
29th Senate District	3,791	498	13.1	258	200
65th Assembly District	3,791	498	13.1	258	200
2nd Supervisorial District	3,791	498	13.1	258	200
Stanton	3,791	498	13.1	258	200
Stanton Ward Division 2	3,791	498	13.1	258	200
State Board of Equalization (4th District)	3,791	498	13.1	258	200
County Board of Education Trustee Area 2	3,791	498	13.1	258	200
North Orange County Community College District	3,791	498	13.1	258	200
North Orange County Community College District Trustee Area 1	3,791	498	13.1	258	200
Magnolia School District	837	99	11.8	55	35
Magnolia School District Trustee Area 1	468	62	13.2	40	19
Magnolia School District Trustee Area 5	369	37	10.0	15	16
Savanna School District	1,829	263	14.4	127	114
Anaheim Union High School District	2,666	362	13.6	182	149
Anaheim Union High School District Trustee Area 3	653	71	10.9	34	28
Anaheim Union High School District Trustee Area 5	2,013	291	14.5	148	121
Garden Grove Unified School District	1,125	136	12.1	76	51
Garden Grove Unified School District Trustee Area 1	1,125	136	12.1	76	51
Municipal Water District Of Orange County	3,791	498	13.1	258	200
Municipal Water District of Orange County Div 3	3,791	498	13.1	258	200
Orange County Water District	3,791	498	13.1	258	200
Orange County Water District Division 1	3,472	441	12.7	230	178
Orange County Water District Division 4	319	57	17.9	28	22
<b>Election Day Vote Center Totals</b>	3,791	498	13.1	258	200

## CITY OF STANTON Member, City Council, District 2

Vote by Mail  
Totals

District	Registration	Ballots Cast	Turnout (%)	DEWAYNE ALLEN NORMAND	HONG ALYCE VAN
Orange County	3,791	2,492	65.7	1081	1237
Orange County	3,791	2,492	65.7	1081	1237
47th Congressional District	3,791	2,492	65.7	1081	1237
29th Senate District	3,791	2,492	65.7	1081	1237
65th Assembly District	3,791	2,492	65.7	1081	1237
2nd Supervisorial District	3,791	2,492	65.7	1081	1237
Stanton	3,791	2,492	65.7	1081	1237
Stanton Ward Division 2	3,791	2,492	65.7	1081	1237
State Board of Equalization (4th District)	3,791	2,492	65.7	1081	1237
County Board of Education Trustee Area 2	3,791	2,492	65.7	1081	1237
North Orange County Community College District	3,791	2,492	65.7	1081	1237
North Orange County Community College District Trustee Area 1	3,791	2,492	65.7	1081	1237
Magnolia School District	837	501	59.9	244	211
Magnolia School District Trustee Area 1	468	255	54.5	126	105
Magnolia School District Trustee Area 5	369	246	66.7	118	106
Savanna School District	1,829	1,189	65.0	502	614
Anaheim Union High School District	2,666	1,690	63.4	746	825
Anaheim Union High School District Trustee Area 3	653	397	60.8	187	173
Anaheim Union High School District Trustee Area 5	2,013	1,293	64.2	559	652
Garden Grove Unified School District	1,125	802	71.3	335	412
Garden Grove Unified School District Trustee Area 1	1,125	802	71.3	335	412
Municipal Water District Of Orange County	3,791	2,492	65.7	1081	1237
Municipal Water District of Orange County Div 3	3,791	2,492	65.7	1081	1237
Orange County Water District	3,791	2,492	65.7	1081	1237
Orange County Water District Division 1	3,472	2,301	66.3	1009	1134
Orange County Water District Division 4	319	191	59.9	72	103
<b>Vote by Mail Totals</b>	3,791	2,492	65.7	1,081	1,237

## CITY OF STANTON Member, City Council, District 2

## Grand Totals

District	Registration	Ballots Cast	Turnout (%)	DEWAYNE ALLEN NORMAND	HONG ALYCE VAN
Orange County	3,791	2,990	78.9	1339	1437
Orange County	3,791	2,990	78.9	1339	1437
47th Congressional District	3,791	2,990	78.9	1339	1437
29th Senate District	3,791	2,990	78.9	1339	1437
65th Assembly District	3,791	2,990	78.9	1339	1437
2nd Supervisorial District	3,791	2,990	78.9	1339	1437
Stanton	3,791	2,990	78.9	1339	1437
Stanton Ward Division 2	3,791	2,990	78.9	1339	1437
State Board of Equalization (4th District)	3,791	2,990	78.9	1339	1437
County Board of Education Trustee Area 2	3,791	2,990	78.9	1339	1437
North Orange County Community College District	3,791	2,990	78.9	1339	1437
North Orange County Community College District Trustee Area 1	3,791	2,990	78.9	1339	1437
Magnolia School District	837	600	71.7	299	246
Magnolia School District Trustee Area 1	468	317	67.7	166	124
Magnolia School District Trustee Area 5	369	283	76.7	133	122
Savanna School District	1,829	1,452	79.4	629	728
Anaheim Union High School District	2,666	2,052	77.0	928	974
Anaheim Union High School District Trustee Area 3	653	468	71.7	221	201
Anaheim Union High School District Trustee Area 5	2,013	1,584	78.7	707	773
Garden Grove Unified School District	1,125	938	83.4	411	463
Garden Grove Unified School District Trustee Area 1	1,125	938	83.4	411	463
Municipal Water District Of Orange County	3,791	2,990	78.9	1339	1437
Municipal Water District of Orange County Div 3	3,791	2,990	78.9	1339	1437
Orange County Water District	3,791	2,990	78.9	1339	1437
Orange County Water District Division 1	3,472	2,742	79.0	1239	1312
Orange County Water District Division 4	319	248	77.7	100	125
<b>Early Vote Center Totals</b>	3,791	0	0.0	0	0
<b>Election Day Vote Center Totals</b>	3,791	498	13.1	258	200
<b>Vote by Mail Totals</b>	3,791	2,492	65.7	1,081	1,237
<b>Grand Totals</b>	3,791	2,990	78.9	1,339	1,437

## CITY OF STANTON Member, City Council, District 4

## Cumulative Totals

Precinct	Registration	Ballots Cast	Turnout (%)	JOSH ESTRADA	CAROL WARREN	JEFF JONES
27117	1,017	791	77.8	109	376	213
27133	134	94	70.1	11	40	31
27134	87	78	89.7	20	29	22
27135	477	365	76.5	78	140	112
27136	223	193	86.5	21	67	91
27139	7	4	57.1	1	0	2
27157	46	35	76.1	9	11	10
27159	2,077	1,709	82.3	257	803	462
27168	13	12	92.3	3	3	4
<b>Early Vote Center Totals</b>	4,081	0	0.0	0	0	0
<b>Election Day Vote Center Totals</b>	4,081	473	11.6	87	160	175
<b>Vote by Mail Totals</b>	4,081	2,808	68.8	422	1,309	772
<b>Grand Totals</b>	4,081	3,281	80.4	509	1,469	947

## CITY OF STANTON Member, City Council, District 4

Early Vote Center  
Totals

District	Registration	Ballots Cast	Turnout (%)	JOSH ESTRADA	CAROL WARREN	JEFF JONES
Orange County	4,081	0	0.0	0	0	0
Orange County	4,081	0	0.0	0	0	0
47th Congressional District	4,081	0	0.0	0	0	0
29th Senate District	4,081	0	0.0	0	0	0
65th Assembly District	4,081	0	0.0	0	0	0
2nd Supervisorial District	4,081	0	0.0	0	0	0
Stanton	4,081	0	0.0	0	0	0
Stanton Ward Division 4	4,081	0	0.0	0	0	0
State Board of Equalization (4th District)	4,081	0	0.0	0	0	0
County Board of Education Trustee Area 2	4,081	0	0.0	0	0	0
Coast Community College District	2,300	0	0.0	0	0	0
Coast Community College District Trustee Area 1	223	0	0.0	0	0	0
Coast Community College District Trustee Area 2	2,077	0	0.0	0	0	0
North Orange County Community College District	1,781	0	0.0	0	0	0
North Orange County Community College District Trustee Area 1	1,781	0	0.0	0	0	0
Magnolia School District	751	0	0.0	0	0	0
Magnolia School District Trustee Area 1	617	0	0.0	0	0	0
Magnolia School District Trustee Area 5	134	0	0.0	0	0	0
Savanna School District	13	0	0.0	0	0	0
Anaheim Union High School District	764	0	0.0	0	0	0
Anaheim Union High School District Trustee Area 3	744	0	0.0	0	0	0
Anaheim Union High School District Trustee Area 5	20	0	0.0	0	0	0
Garden Grove Unified School District	3,317	0	0.0	0	0	0
Garden Grove Unified School District Trustee Area 1	3,317	0	0.0	0	0	0
Municipal Water District Of Orange County	4,081	0	0.0	0	0	0
Municipal Water District of Orange County Div 3	4,081	0	0.0	0	0	0
Orange County Water District	4,081	0	0.0	0	0	0
Orange County Water District Division 1	4,081	0	0.0	0	0	0
<b>Early Vote Center Totals</b>	4,081	0	0.0	0	0	0

## CITY OF STANTON Member, City Council, District 4

Election Day Vote  
Center Totals

District	Registration	Ballots Cast	Turnout (%)	JOSH ESTRADA	CAROL WARREN	JEFF JONES
Orange County	4,081	473	11.6	87	160	175
Orange County	4,081	473	11.6	87	160	175
47th Congressional District	4,081	473	11.6	87	160	175
29th Senate District	4,081	473	11.6	87	160	175
65th Assembly District	4,081	473	11.6	87	160	175
2nd Supervisorial District	4,081	473	11.6	87	160	175
Stanton	4,081	473	11.6	87	160	175
Stanton Ward Division 4	4,081	473	11.6	87	160	175
State Board of Equalization (4th District)	4,081	473	11.6	87	160	175
County Board of Education Trustee Area 2	4,081	473	11.6	87	160	175
Coast Community College District	2,300	250	10.9	47	79	92
Coast Community College District Trustee Area 1	223	32	14.3	6	10	12
Coast Community College District Trustee Area 2	2,077	218	10.5	41	69	80
North Orange County Community College District	1,781	223	12.5	40	81	83
North Orange County Community College District Trustee Area 1	1,781	223	12.5	40	81	83
Magnolia School District	751	90	12.0	20	22	37
Magnolia School District Trustee Area 1	617	71	11.5	15	19	28
Magnolia School District Trustee Area 5	134	19	14.2	5	3	9
Savanna School District	13	1	7.7	0	1	0
Anaheim Union High School District	764	91	11.9	20	23	37
Anaheim Union High School District Trustee Area 3	744	87	11.7	19	22	35
Anaheim Union High School District Trustee Area 5	20	4	20.0	1	1	2
Garden Grove Unified School District	3,317	382	11.5	67	137	138
Garden Grove Unified School District Trustee Area 1	3,317	382	11.5	67	137	138
Municipal Water District Of Orange County	4,081	473	11.6	87	160	175
Municipal Water District of Orange County Div 3	4,081	473	11.6	87	160	175
Orange County Water District	4,081	473	11.6	87	160	175
Orange County Water District Division 1	4,081	473	11.6	87	160	175
<b>Election Day Vote Center Totals</b>	4,081	473	11.6	87	160	175



## CITY OF STANTON Member, City Council, District 4

Vote by Mail  
Totals

District	Registration	Ballots Cast	Turnout (%)	JOSH ESTRADA	CAROL WARREN	JEFF JONES
Orange County	4,081	2,808	68.8	422	1309	772
Orange County	4,081	2,808	68.8	422	1309	772
47th Congressional District	4,081	2,808	68.8	422	1309	772
29th Senate District	4,081	2,808	68.8	422	1309	772
65th Assembly District	4,081	2,808	68.8	422	1309	772
2nd Supervisorial District	4,081	2,808	68.8	422	1309	772
Stanton	4,081	2,808	68.8	422	1309	772
Stanton Ward Division 4	4,081	2,808	68.8	422	1309	772
State Board of Equalization (4th District)	4,081	2,808	68.8	422	1309	772
County Board of Education Trustee Area 2	4,081	2,808	68.8	422	1309	772
Coast Community College District	2,300	1,652	71.8	231	791	461
Coast Community College District Trustee Area 1	223	161	72.2	15	57	79
Coast Community College District Trustee Area 2	2,077	1,491	71.8	216	734	382
North Orange County Community College District	1,781	1,156	64.9	191	518	311
North Orange County Community College District Trustee Area 1	1,781	1,156	64.9	191	518	311
Magnolia School District	751	486	64.7	99	198	140
Magnolia School District Trustee Area 1	617	411	66.6	93	161	118
Magnolia School District Trustee Area 5	134	75	56.0	6	37	22
Savanna School District	13	11	84.6	3	2	4
Anaheim Union High School District	764	497	65.1	102	200	144
Anaheim Union High School District Trustee Area 3	744	485	65.2	99	198	140
Anaheim Union High School District Trustee Area 5	20	12	60.0	3	2	4
Garden Grove Unified School District	3,317	2,311	69.7	320	1109	628
Garden Grove Unified School District Trustee Area 1	3,317	2,311	69.7	320	1109	628
Municipal Water District Of Orange County	4,081	2,808	68.8	422	1309	772
Municipal Water District of Orange County Div 3	4,081	2,808	68.8	422	1309	772
Orange County Water District	4,081	2,808	68.8	422	1309	772
Orange County Water District Division 1	4,081	2,808	68.8	422	1309	772
<b>Vote by Mail Totals</b>	4,081	2,808	68.8	422	1,309	772

## CITY OF STANTON Member, City Council, District 4

## Grand Totals

District	Registration	Ballots Cast	Turnout (%)	JOSH ESTRADA	CAROL WARREN	JEFF JONES
Orange County	4,081	3,281	80.4	509	1469	947
Orange County	4,081	3,281	80.4	509	1469	947
47th Congressional District	4,081	3,281	80.4	509	1469	947
29th Senate District	4,081	3,281	80.4	509	1469	947
65th Assembly District	4,081	3,281	80.4	509	1469	947
2nd Supervisorial District	4,081	3,281	80.4	509	1469	947
Stanton	4,081	3,281	80.4	509	1469	947
Stanton Ward Division 4	4,081	3,281	80.4	509	1469	947
State Board of Equalization (4th District)	4,081	3,281	80.4	509	1469	947
County Board of Education Trustee Area 2	4,081	3,281	80.4	509	1469	947
Coast Community College District	2,300	1,902	82.7	278	870	553
Coast Community College District Trustee Area 1	223	193	86.5	21	67	91
Coast Community College District Trustee Area 2	2,077	1,709	82.3	257	803	462
North Orange County Community College District	1,781	1,379	77.4	231	599	394
North Orange County Community College District Trustee Area 1	1,781	1,379	77.4	231	599	394
Magnolia School District	751	576	76.7	119	220	177
Magnolia School District Trustee Area 1	617	482	78.1	108	180	146
Magnolia School District Trustee Area 5	134	94	70.1	11	40	31
Savanna School District	13	12	92.3	3	3	4
Anaheim Union High School District	764	588	77.0	122	223	181
Anaheim Union High School District Trustee Area 3	744	572	76.9	118	220	175
Anaheim Union High School District Trustee Area 5	20	16	80.0	4	3	6
Garden Grove Unified School District	3,317	2,693	81.2	387	1246	766
Garden Grove Unified School District Trustee Area 1	3,317	2,693	81.2	387	1246	766
Municipal Water District Of Orange County	4,081	3,281	80.4	509	1469	947
Municipal Water District of Orange County Div 3	4,081	3,281	80.4	509	1469	947
Orange County Water District	4,081	3,281	80.4	509	1469	947
Orange County Water District Division 1	4,081	3,281	80.4	509	1469	947
<b>Early Vote Center Totals</b>	4,081	0	0.0	0	0	0
<b>Election Day Vote Center Totals</b>	4,081	473	11.6	87	160	175
<b>Vote by Mail Totals</b>	4,081	2,808	68.8	422	1,309	772
<b>Grand Totals</b>	4,081	3,281	80.4	509	1,469	947

# Exhibit B

  
NEAL KELLEY  
Registrar of Voters  
Orange County

## CITY OF STANTON

### REPORT TO THE CITY COUNCIL

TO: The Honorable Mayor and City Council

DATE: December 8, 2020

**SUBJECT: AWARD OF CONTRACT TO DEMOLISH THE BUILDING AT 8881 PACIFIC AVENUE BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AND APPROPRIATION OF FUNDS**

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

The building located at 8881 Pacific Avenue is in in severe disrepair and is no longer viable. Bids to demolish this building were opened on December 2, 2020. Based on post bid analysis of the two (2) bids received, staff recommends that the bid submitted by Interior Demolition, Inc. to be the lowest responsible bid. The cost for completing these services is a maximum of \$91,800.00.

#### **RECOMMENDED ACTION:**

1. City Council declare the work proposed under this scope increase to be categorically exempt under the California Environmental Quality Act, Class 1, Section 153011 (3); and
2. Award a construction contract for the FY 20/21 City Building Abatement and Demolition Project to the lowest responsible bidder Interior Demolition, Inc. for the amount \$91,800.00; and
3. Authorize the Mayor to bind the City of Stanton with Interior Demolition, Inc. in a contract for the completion of the FY 20/21 City Building Abatement and Demolition Project; and
4. Authorize the City Manager to approve contract changes, not to exceed 10%.

#### **BACKGROUND:**

The property located at 8881 Pacific Avenue is owned by the City of Stanton Redevelopment Agency. The existing structure is no longer economically viable and requires demolition. A survey was conducted for asbestos and lead-based paint and was included with the bid documents. The abatement and demolition

cost for this property is \$91,800.00. Staff has reviewed the amount and character of the work and has determined the price provided by Interior Demolition to be appropriate.

**ANALYSIS/JUSTIFICATION:**

The project was advertised for bids on November 18<sup>th</sup>, 2020. Notices announcing the solicitation of bids for this project were posted in the Public Works section of the city website and the F.W. Dodge publication known as the "Green Sheets". The bids were publicly opened on December 2<sup>nd</sup>, 2020 at 11:00 a.m. Two (2) bids were received and are listed below:

<b>Company</b>	<b>Total</b>
Interior Demolition, Inc.	\$ 91,800.00
Resource	\$100,000.00

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

**FISCAL IMPACT:**

The Housing Authority Fund's Fiscal Year 2020/21 budget includes \$300,000 for demolition costs.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 – Provide a quality infrastructure.

**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

Prepared by:

s/ Allan Rigg

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

Concur:

s/ Michelle Bannigan

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Michelle Bannigan, CPA  
Finance Director

Approved by:

s/Jarad L. Hildenbrand

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Jarad Hildenbrand  
City Manager

**Attachments:**

- 1) FY 20/21 City Building Abatement and Demolition Project Contract

# Attachment: A

## **DOCUMENTS TO BE EXECUTED AND SUBMITTED BY EACH BIDDER (BOOK I)**

---

- ✓ Bid Proposal
- ✓ Bid Sheet
- ✓ Information Required of Bidder
- ✓ References
- ✓ Designation of Sureties
- ✓ Acknowledgment of Addenda
- ✓ Contractors' Industrial Safety Record
- ✓ Non-Collusion Affidavit
- ✓ List of Subcontractors
- ✓ Bid Bond
- ✓ Mandatory Pre-Bid Site Inspection Certification

## **DOCUMENTS TO BE EXECUTED AND SUBMITTED BY AWARDEE (BOOK II)**

---

- ✓ Performance Bond(s)
- ✓ Payment (Labor and Material) Bond
- ✓ Insurance Requirements for CITY OF STANTON
- ✓ Workers' Compensation Certification
- ✓ All Certificates of Insurance
- ✓ Public Works Contract
- ✓ Warranty Bond (as appropriate)
- ✓ Statement Acknowledging Penal and Civil Penalties Concerning Contractor's License Laws

# BID PROPOSAL

Bidders Name Interior Demolition, 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 <sup>"Bidders"</sup>~~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 \$ 7,180.00, 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

## FY 20/21 City Building Abatement and Demolition

**BIDDERS NAME:** Interior Demolition, Inc.

PRINT or Type

#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
1	Abatement and Demolition of property located at 8881 Pacific Avenue	1	LS	91,800.00	\$ 91,800.00

**Total Base Bid in NUMBERS:**

\$ 91,800. <sup>00</sup>/<sub>100</sub>


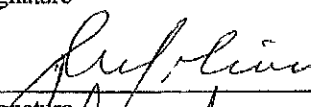
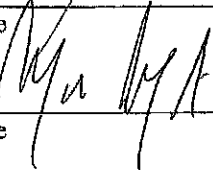
**Total Base Bid in WORDS:**

ninety one thousand eight hundred and no <sup>00</sup>/<sub>100</sub> Dollars Cents

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

The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents. The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No.- 603409, Class A or Class C-21 (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder	Interior Demolition, Inc.
Business Address	2621 Honolulu Ave. Montrose, CA 91020
Business Tel. No.	818-249-4932

	12/1/2020	Secretary and Treasurer
Signature	Date	Title
	12/1/2020	President
Signature	Date	Title
	12/1/2020	Vice President
Signature	Date	Title

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

## INFORMATION REQUIRED OF BIDDER

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

Name of individual Contractor, Company or Corporation:

Business Address: Interior Demolition, Inc.

Telephone and Fax Number: 818-249-4932 - 818-249-4937

California State Contractor's License No. and Class: 603409 - C12, C21, B, ASB, C22, D63

**(REQUIRED AT TIME OF AWARD)**

Original Date Issued:      Expiration Date: 9/25/1990 - 9/30/22

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:

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
George Molina Sr. - President		2621 Honolulu Ave. Montrose, CA 91020	818-249-4932
Maria Molina - Secretary and Treasurer		2621 Honolulu Ave. Montrose, CA 91020	818-249-4932
Marco Molina - Vice President		2621 Honolulu Ave. Montrose, CA 91020	818-249-4932
George Molina Jr. - Vice President		2621 Honolulu Ave. Montrose, CA 91020	818-249-4932

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:

None

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

None

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;

None

Briefly summarize the parties' claims and defenses;

None

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

None

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

No

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

No

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

No

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

Circle One

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

Yes / ☒ No

5. Are any claims or actions unresolved or outstanding? Yes / No

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

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

Subscribed and sworn to before me By

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Republic)

(SEAL)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

PRESIDENT

12/01/2020

See Attached <sup>(Date)</sup>

\_\_\_\_\_  
(Signature of Secretary of Corporation)

# JURAT

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

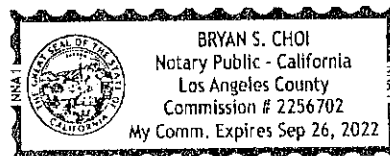
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 1<sup>st</sup> day of Dec.

2020 by George Molina

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]  
Signature (Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Information Required  
(Title or description of attached document)

of Bidder  
(Title or description of attached document continued)

Number of Pages 3 Document Date 12/01/20

Additional information

## INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

## REFERENCES

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

Bidders Name Interior Demolition, 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 City of Bakersfield Various Phases

Project Description Abatement and Demolition of Various Phases

Approximate Construction Dates From to 12/2016 - 7/27/2018

Agency Name City of Bakersfield

Contact Person David Cosper

Telephone (909) 830-9175

Original Contract Amount \$ 2,588,968.00

Final Contract Amount \$ 2,588,968.00

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

\_\_\_\_\_

2

Project Name/Number Caltrans Various Projects

Project Description Abatement and Demolition of Various Locations

Approximate Construction Dates

From 10/31/2017

to 10/30/2019

Agency Name Caltrans

Contact Person Abel Chen

Telephone (213) 269-0525

Original Contract Amount \$ 3,474,721.16

Final Contract Amount \$ 3,474,721.16

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

3

Project Name/Number Rubidoux High School Modernization

Project Description Abatement and Demolition of high school building

Approximate Construction Dates From 6/2017 to 9/7/2018

Agency Name Jurupa Unified School District

Contact Person Renee Williams Telephone (909) 947-3768

Original Contract Amount \$ \$1,200,168.00 Final Contract Amount \$ \$1,200,168.00

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

4

Project Name/Number El Camino Community College Dist. Administration Building Demolition

Project Description Abatement and Demolition of a College Building

Approximate Construction Dates From 9/2017 to 4/24/2018

Agency Name El Camino Community College District

Contact Person Rick Yatman Telephone (310) 532-3670

Original Contract Amount \$ 1,388,977.00 Final Contract Amount \$ \$1,424,965.00

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

Change orders

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 Pacific HS CTE - Demolition & Utility Reroute

Project Description Abatement and Demolition of high school building

Approximate Construction Dates From 3/28/2019 to 11/2019

Agency Name San Bernardino City Unified School District

Contact Person Jeff Bowling Telephone (805) 864-0947

Original Contract Amount \$ 902,389.00 Final Contract Amount \$ \$927,535.39

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

Change orders

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 Maple Elementary School Construction of 1 Multi-purpose Building  
Bid Package 001 Demolition/Abatement & Site Cleaning

Project Description Abatement and Demolition Elementary School Building

Approximate Construction Dates From 7/11/2018 to 11/2019

Agency Name Maple School District

Contact Person Krisyn Willett Telephone (661) 404-3174

Original Contract Amount \$ 398,199.00 Final Contract Amount \$ 440,559.60



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

---

---

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.**

# MARCO MOLINA

## LICENSES AND CERTIFICATIONS

---

State of California Contractor's License

Certified by the Division of Occupational Safety & Health for Asbestos-Related Work

Storm Water Pollution Prevention Certification

OSHA Construction Safety & Health Outreach Program

## APPLICABLE PROFESSIONAL EXPERIENCE

---

1996-Present    Interior Demolition, Inc.    Montrose, CA  
*Superintendent / Vice President*

- Over fifteen years experience in demolition, asbestos and lead abatement.
- Oversees the company's day-to-day field operations.
- Manages the company's field personnel.
- Prepares Company's Bids.

## FORMAL EDUCATION

---

2004    University of La Verne    La Verne, CA  
■ Bachelor's of Science Degree – Business Administration

## VOLUNTEER WORK

---

2006-Present    Children of Yali    Los Angeles, CA  
*Charity Event Coordinator*

- Assist with the coordination of events for the benefit of Nicaraguan Orphan Children.

## DESIGNATION OF SURETIES

Bidders name Interior Demolition, 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):

Bond:

Philadelphia Indemnity Insurance Companies

Matt Coats

251 S. Lake Avenue, Suite 360, Pasadena, CA 91101

949-457-1060

Insurance: General Liability & Workers Comp

HUB International Insurance Services Inc.

Cheri Greco

916-480-4153

## ACKNOWLEDGEMENT OF ADDENDA

Bidders name Interior Demolition, Inc.

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

[illegible]

# CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bidders Name Interior Demolition

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

	Current Year of Record	2019	2018	2017	2016	2015	Total	Year
No. of contracts	20	26	33	42	40	28	189	6
Total dollar Amount of Contracts (in Thousands of \$)	2.5 mil	7.5 mil	7 mil	9 mil	6 mil	7.5 mil	39.5 mill	6
No. of fatalities	0	0	0	0	0	0	0	0
No. of lost Workday Cases	0	60	0	0	90	0	150	6
No. of lost workday cases involving permanent transfer to another job or termination of employment	0	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 Interior Demolition, Inc.

Business Address: 2621 Honolulu Ave. Montrose, CA 91020

Business Tel. No.: 818-249-4932

State Contractor's License No. and Classification: 603409 - C12, C21, B, ASB, C22, D63

Title Secretary and Treasurer

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.

# INTERIOR Demolition, INC

Signature of bidder	<u>[Signature]</u>
Date	<u>12/1/2020</u>
Title	<u>Secretary - Treasurer</u>
Signature of bidder	<u>[Signature]</u>
Date	<u>12/1/2020</u>
Title	<u>President</u>
Signature of bidder	<u>[Signature]</u>
Date	<u>12/1/2020</u>
Title	<u>Vice-President</u>
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.

See Attached Acknowledgement

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California

County of Los Angeles

On December 29, 2020 before me, Ken Reed, Notary Public

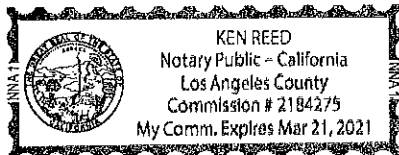
Date

Here Insert Name and Title of the Officer

personally appeared Maria A. Molina and George Molina

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Ken Reed

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Interior Demolition Bid

Document Date: December 29, 2020

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Maria A. Molina

- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☐ Attorney in Fact
- ☐ Trustee ☐ Guardian of Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: SECRETARY & TREASURER

Signer's Name: George Molina

- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner – ☐ Limited ☐ General
- ☐ Individual ☐ Attorney in Fact
- ☐ Trustee ☐ Guardian of Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: PRESIDENT

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

State of California )SS.

County of Los Angeles

Maria Molina, being first duly sworn, deposes and says that he or she is  
Secretary and Treasurer of Interior Demolition, 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.

FY 20/21 City Building Abatement and Demolition

Project Name:

Interior Demolition, Inc.

Legal Business Name of Bidder

2621 Honolulu Ave. Montrose, CA 91020

Business Address

818-249-4932

Business Tel. No.

Signature of bidder

Secretary and Treasurer

Title

12/1/2020

Date:

Signature of bidder

Title

Date:

Subscribed and Sworn to before me on

(Notary Seal)

**See Attached**

Signature

Notary Public



# JURAT


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.

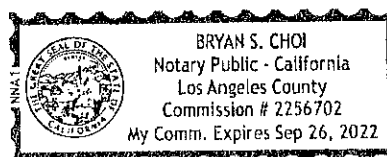
State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 1<sup>st</sup> day of Dec,  
2020 by Maria Molina and George Molina

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature  (Seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collision Affidavit  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 12/01/20

Additional information

## INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public;
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

## 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
NONE				

Bond No. N/A 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:  
City Building Abatement and Demolition

WHEREAS Interior Demolition, Inc. - 2621 Honolulu Ave., Montrose, CA 91020

(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  
Philadelphia Indemnity Insurance Company - 251 S. Lake Avenue, Suite 360, Pasadena, CA 91101

(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 the total amount of the 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.

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

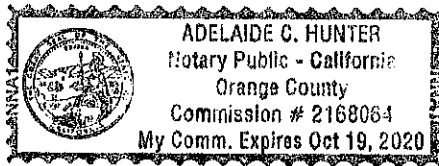
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On NOV 25 2020 before me, Adelaide C. Hunter, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Matthew J. Coats  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature A. Hunter  
Signature of Notary Public

"The notary commission extended pursuant to Executive Order N-63-20."

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

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

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Linda D. Coats, Matthew J. Coats and Summer Reyes of Coats Surety Insurance Services, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

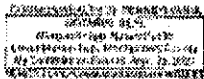
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of November, 20 20.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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.

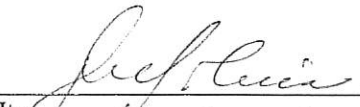
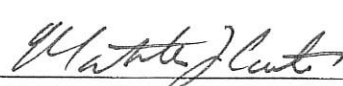
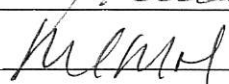
Dated: November 25, 2020

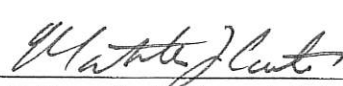
“Principal”

Surety”

Interior Demolition, Inc.

Philadelphia Indemnity Insurance Company

By:  By:   
Its  Its Matthew J. Coats, Attorney-in-Fact  
Its \_\_\_\_\_ Its \_\_\_\_\_

By:   
Its Matthew J. Coats, Attorney-in-Fact  
Its \_\_\_\_\_

**See Attached**

(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.

## 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:

Interior Demolition, Inc.

Date: 12/1/2020

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

Name Marco Molina

Date of Inspection 11/24/2020

Title Vice President

Name \_\_\_\_\_

Date of Inspection \_\_\_\_\_

Title \_\_\_\_\_

## CITY OF STANTON

### REPORT TO CITY COUNCIL

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

**DATE:** December 8, 2020

**SUBJECT: ACCEPTANCE OF THE FY20/21 CITYWIDE STREET RESURFACING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

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

The FY 20/21 Citywide Street Resurfacing Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$641,136.49. The original construction contract cost for the FY 20/21 Citywide Street Resurfacing Project was for \$674,990.00. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of December 8, 2020 and recommends that the City Council accepts the completed work performed on this project.

#### **RECOMMENDED ACTION:**

1. City Council declare this project categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Accept the completion of improvements for the FY 20/21 Citywide Street Resurfacing Project, as certified by the City Engineer, and affix the date of December 8, 2020 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$641,136.49 with R.J. Noble Company; and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange; and
5. Direct City staff, upon expiration of Directs City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to R.J. Noble Company in the amount of \$32,056.82.



**BACKGROUND:**

The project was advertised for bids on May 21, 2020. On June 8, 2020 at 2:00 p.m., five (5) bids were received. 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 lowest bid was for \$674,990.00.

<i>Rank</i>	<i>Company</i>	<i>Bid</i>
1	The R.J. Noble Company	\$ 674,990.00
2	Hardy & Harper, Inc.	\$ 698,500.00
3	Onyx Paving Company Inc.	\$ 717,000.00
4	Palp, Inc. DBA Excel Paving	\$ 759,324.00
5	All American Asphalt	\$ 774,131.00

**ANALYSIS/JUSTIFICATION:**

The FY 20/21 Citywide Street Resurfacing Project has been completed in conformance with the project plans and specifications, and has been accepted by the City Engineer. The Notice of Completion is required under the terms of the Construction Agreements for this project.

**FISCAL IMPACT:**

This project was budgeted for the FY 20/21 Street Improvement Program.

**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.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Provide a quality infrastructure.

**PUBLIC NOTIFICATION:**

3 - Provide a quality infrastructure

Reviewed 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

**ATTACHMENT:**

(1) Notice of Completion

Recording requested by and  
when recorded mail to:

CITY OF STANTON  
7800 KATELLA AVE.  
STANTON, CA 90680

# Attachment: A

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE SECTION 2738

(Space above this line for Recorder's use)

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

### Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is the City of Stanton.
3. The full address of owner is 7800 Katella Avenue, Stanton, CA 90680.
4. The nature of the interest or estate of the owner is: Public Right of Way.
5. A work of improvement on the property hereinafter described was completed on December 08, 2020. The work was the FY 20/21 Citywide Street Resurfacing Project.
6. The name of the contractor for such work of improvement was: R.J. Noble Company.
7. The property on which said work of improvement was completed is in the City of: Stanton, County of Orange, and State of California.

Dated: \_\_\_\_\_  
Verification for Individual Owner

\_\_\_\_\_, City of Stanton  
Allan Rigg, City Engineer

### VERIFICATION

I, the undersigned, say: I am the City Engineer of the City of Stanton, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2020, at Stanton, California.

\_\_\_\_\_, City of Stanton  
Allan Rigg, City Engineer

## **CITY OF STANTON**

### **REPORT TO CITY COUNCIL**

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

**DATE:** December 8, 2020

**SUBJECT: ACCEPTANCE OF THE FY20/21 CITYWIDE SLURRY SEAL PROJECT  
BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

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

The FY 20/21 Citywide Slurry Seal Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$474,307.89. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of December 8, 2020 and recommends that the City Council accept the completed work performed on this project.

The original construction contract cost for the FY 20/21 Citywide Slurry Seal Project was for \$512,450.84.

#### **RECOMMENDED ACTION:**

1. That the City Council declares this project categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. City Council accepts the completion of improvements for the FY 20/21 Citywide Slurry Seal Project, as certified by the City Engineer, and affix the date of December 8, 2020 as the date of completion of all work on this project; and
3. Approves the final construction contract amount of \$474,307.89 with Roy Allan Slurry Seal, Inc.; and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange; and
5. Directs City staff, upon expiration of Directs City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to Roy Allan Slurry Seal, Inc. in the amount of \$23,715.39.

**BACKGROUND:**

The project was advertised for bids on June 29, 2020. On July 20, 2020 at 2:00 p.m., four (4) bids were received. 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 lowest bid was for \$512,450.84.

<i>Rank</i>	<i>Company</i>	<i>Bid</i>
1	Roy Allan Slurry Seal, Inc.	\$ 512,450.84
2	American Asphalt South, Inc.	\$ 530,755.20
3	Pavement Coating Co.	\$ 544,548.00
4	All American Asphalt	\$ 639,352.00

**ANALYSIS/JUSTIFICATION:**

The FY 20/21 Citywide Slurry Seal Project has been completed in conformance with the project plans and specifications, and has been accepted by the City Engineer. The Notice of Completion is required under the terms of the Construction Agreements for this project.

**FISCAL IMPACT:**

This project was budgeted for the FY 20/21 Street Improvement Program.

**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.

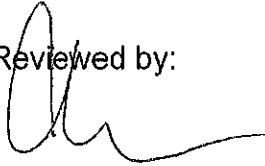
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Provide a quality infrastructure.

**PUBLIC NOTIFICATION:**

3 - Provide a quality infrastructure

Reviewed by:



---

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

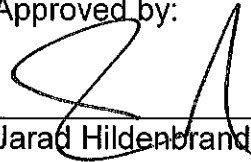
Concur:



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Michelle Bannigan, CPA  
Finance Director

Approved by:



---

Jarad Hildenbrand  
City Manager

**ATTACHMENT:**

(1) Notice of Completion

Recording requested by and  
when recorded mail to:

# Attachment: A

CITY OF STANTON  
7800 KATELLA AVE.  
STANTON, CA 90680

(Space above this line for Recorder's use)

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE SECTION 2738

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

### Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is the City of Stanton.
3. The full address of owner is 7800 Katella Avenue, Stanton, CA 90680.
4. The nature of the interest or estate of the owner is: Public Right of Way.
5. A work of improvement on the property hereinafter described was completed on December 08, 2020. The work was the FY 20/21 Citywide Slurry Seal Project.
6. The name of the contractor for such work of improvement was: Roy Allan Slurry Seal, Inc.
7. The property on which said work of improvement was completed is in the City of: Stanton, County of Orange, and State of California.

Dated: \_\_\_\_\_, City of Stanton  
Verification for Individual Owner      Allan Rigg, City Engineer

### VERIFICATION

I, the undersigned, say: I am the City Engineer of the City of Stanton, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2020, at Stanton, California.

\_\_\_\_\_, City of Stanton  
Allan Rigg, City Engineer

## CITY OF STANTON

### REPORT TO THE STANTON HOUSING AUTHORITY

**TO:** Honorable Chairman and Members of the Authority Board

**DATE:** December 8, 2020

**SUBJECT: HOUSING AUTHORITY ANNUAL PROGRESS REPORT (HOUSING AUTHORITY)**

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

The attached Housing Authority Report for Fiscal Year 2019-2020 is being presented for consideration as required by State Law.

#### **RECOMMENDED ACTION:**

1. Authority Board declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Receive and file the Annual Progress Report.

#### **BACKGROUND:**

Section 34328.1 of the California Health and Safety Code requires the Stanton Housing Authority shall file with the Department of Housing and Community Development a complete report of its activities during each Fiscal Year.

Section 34176.1(f) of the California Health and Safety Code requires the Stanton Housing Authority, as housing successor, to conduct an independent financial audit of the Low and Moderate Income Housing Asset Fund within six months after the end of the Fiscal Year.



## **ANALYSIS/JUSTIFICATION:**

In compliance with Section 34328.1 of the California Health and Safety Code, the Progress Report contains a summary of actions that occurred during Fiscal Year 2019-2020 including:

- Bond issuances, loans or finance agreements;
- Progress made in meeting the five-year development obligations;
- Any outstanding replacement housing obligations from the former redevelopment agency; and
- Any domestic violence terminations or Section 8 voucher terminations.

Attached to the Housing Authority Annual Progress Report is the Annual Report for Low and Moderate Income Housing Asset Fund for Fiscal (LMIHAF) Year 2019-2020, in compliance with Section 34176.1(f) of the California Health and Safety Code. The Annual Report for the LMIHAF is organized into thirteen different sections detailing housing assets and activity of the LMIHAF as required by Dissolution Law, including but not limited to:

- Amount of loan repayment
- Amount deposited into the fund
- Ending Balance
- Description of Expenditures
- Book value of assets owned by the Housing Successor

The financial statements of the Housing Successor are reviewed in conjunction with the City's annual audit.

## **FISCAL IMPACT:**

None.

## **ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3), as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

## **LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

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

**PUBLIC NOTIFICATION:**

Through the normal agenda posting process.

Prepared by:

Approved by:

s/ Paige Montojo

s/ Jarad L. Hildenbrand

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Paige Montojo  
Associate Planner

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Jarad L. Hildenbrand  
Executive Director

**Attachments:**

- A. Housing Authority Annual Progress Report for Fiscal Year 2019-2020
- B. Housing Successor Annual Report for Low and Moderate Income Housing Asset Fund for Fiscal Year 2019-2020.

# Attachment: A



Stanton Housing Authority

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Annual Progress Report  
For Fiscal Year – 2019-2020

Prepared For:

**STANTON HOUSING AUTHORITY BOARD**

7800 KATELLA AVENUE  
STANTON, CA 90680

and

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

DIVISION OF HOUSING POLICY DEVELOPMENT  
P.O. Box 952053  
SACRAMENTO, CA 94252-2053  
(916) 445-4728

Submitted By:

**THE STANTON HOUSING AUTHORITY**

7800 KATELLA AVENUE  
STANTON, CA 90680

SEPTEMBER 17, 2020

CONTACTS:

JARAD HILDENBRAND  
EXECUTIVE DIRECTOR  
(714) 890-4277

# **STANTON HOUSING AUTHORITY FISCAL YEAR 2019-2020 ANNUAL REPORT**

## **INTRODUCTION**

Pursuant to California Health and Safety Code (“HSC”) Section 34328, the Stanton Housing Authority (“Authority”) is required to annually file with the city clerk of the City of Stanton and with the Department of Housing and Community Development (“HCD”) a report (“Annual Report”) of its activities for the preceding Fiscal Year. This serves as the Authority’s Annual Report for the 2019-2020 Fiscal Year.

## **LEGAL AUTHORITY**

The State legislature authorizes the creation of local housing authorities under the California Housing Authorities Law (codified as California Health and Safety Code Section 34200 *et seq.*). Housing authorities are independent legal entities with the primary responsibility of providing housing for very low and low income households. A housing authority is created by resolution of the local governing body which must include findings that either of the following is true: (1) unsanitary or unsafe housing exists in the city or (2) there is a shortage of safe or sanitary housing available to persons of low income.

On January 10, 2012, the City Council of the City of Stanton adopted Resolution No. 2012-03, confirming that both aforementioned findings have been met to establish the Authority in accordance with the California Housing Authorities Law.

## **OBJECTIVES OF THE HOUSING AUTHORITY**

The Authority is a powerful tool to meet the affordable housing needs of a wide range of residents. For many housing authorities, the primary role is to interact with the Department of Housing and Urban Development (“HUD”) on behalf of their communities, and to function as the administrator of “Section 8” funds, as defined by Section 8 of the United States Housing Act of 1937. This entails determining applicants’ eligibility to receive Section 8 assistance, maintaining a waiting list of eligible participants, contracting with owners, and ensuring that contracted rent prices are reasonable. However, the Authority intends to achieve a broader range of goals related to affordable housing by increasing and improving the supply and type of homes available to lower income families including, but not limited to, those receiving federal assistance through the Section 8 program.

More specifically, the Authority’s future goals and objectives mirror those of the City of Stanton’s Housing Element and that of the former Agency. The primary objectives of the Authority are to:

- Preserve and improve existing affordable housing;
- Provide adequate housing sites;

- Assist in development of affordable housing;
- Remove governmental constraints; and
- Promote equal housing opportunities.

## **LOW AND MODERATE INCOME HOUSING ASSET FUND**

The State Legislature adopted SB 341 into law, effective January 1, 2014, which created new reporting requirements for the Housing Authority. The Housing Authority, as the Housing Successor Agency, must submit an annual financial audit of the Low and Moderate Income Housing Asset Fund to the Housing Authority Board by December 31<sup>st</sup> of each year. The Annual Financial Audit must include the following information: amount deposited into the Housing Fund, balance statement for the Housing Fund, description of expenditures by category, value of the real property, a description of any transfers, description of ROPS funded projects, status of properties pursuant to the 5-year disposition period, update on inclusionary and replacement housing obligations, compliance with expenditures in the 5-year period, percentage of units restricted to Seniors, and the amount of any excess surplus. The Annual Audit of the LMIHAF can be found attached to this report.

## **CONTENTS OF AUTHORITY'S ANNUAL REPORT**

This Annual Report has been developed to accomplish the following goals:

- To provide a complete report of activities during Fiscal Year 2019-2020, including any bond issuances, and loans or finance agreements that the Authority has entered into;
- To demonstrate the requirements of California Health and Safety Code Section 34312.3 have been met for any activity undertaken but the Housing Authority
- To document any domestic violence tenancy terminations or Section 8 voucher terminations as required by HSC Section 34328.1;

## **HOUSING AUTHORITY DEBT OBLIGATIONS**

Pursuant to HSC Section 34328, the Authority must provide a complete report of its activities taken in accordance with HSC Section 34312.3 during the prior Fiscal Year, which includes bonds, loans and financing agreements for multi-family rental housing projects.

For the last six years, the City has been working with Related California to develop a 161-unit multi-family affordable housing development in the Tina-Pacific neighborhood. On November 26, 2019, the City Council adopted Resolutions of Necessity authorizing the City to acquire by eminent domain a fee interest in 15 real properties in the Tina-Pacific Neighborhood. Although the Resolutions authorized the acquisition of the 15 properties, the City continued to negotiate voluntary settlements to avoid filing eminent domain proceedings. Of the 15

properties, the City acquired 6 properties through voluntary settlements with the property owners. On November 12, 2019 the City Council certified the Final Environmental Impact Report and adopted the mitigation monitoring and reporting program for the Tina-Pacific Neighborhood Development Project.

A detailed description of the sources of cash and loans receivable are provided in the attached Annual Audit of the LMIHAF. The Authority is not obligated to repay cash or loan receivables transferred by the Successor Agency because the Authority acts as the Housing Successor to the former Agency pursuant to HSC Section 34176.

## **LAND TRANSACTIONS AND DEVELOPMENT**

Pursuant to HSC Section 34312.3, the Authority must report activities related to the development or transaction of land for the purposes of increasing the supply of affordable housing for lower income households.

On October 8, 2019 the City of Stanton entered into a Disposition and Development Agreement with Habitat for Humanity of Orange County, for the properties located at 7922 Cerritos Avenue and 10522 Flower Avenue. The Disposition and Development Agreement set the sale price of the properties at \$210,000, which is less than the fair market value of the properties appraised at \$570,000. The Authority negotiated the discounted purchase price in order to facilitate the development of affordable housing. The Disposition and Development Agreement restricts the sales of the home to moderate income households for a period of 45 years.

## **HOUSING UNIT COMPLIANCE**

Pursuant to HSC Section 34312.3, not less than 20 percent of the units assisted by the Authority, or 15 percent in targeted areas (as defined by Section 103(b) (12) (A) of Title 26 of the United States Code) must be affordable to persons of low income. If housing projects are financed by bonds issued by the Authority, at least 10% of the units must be available to persons of very low income. Development projects financed with bonds must also be approved by the local governing body and the local school district prior to construction or ownership. Nevertheless, the power to finance, own, build, and/or operate a housing development allows the Authority to take on a more active role in the creation and maintenance of housing for low income families.

HSC Section 34312.3 establishes a set of guidelines to determine base and maximum rents that a housing authority can charge for units reserved for lower income households. According to HSC Section 34312.3, rental payments for very low and low income households shall not exceed the amounts calculated pursuant to Section 8.

The Authority did not assist any affordable housing units in the 2019-2020 Fiscal Year. As such, the Authority is not subject to the additional requirement for very-low income households pursuant to HSC Section 34312.3(c)(2)(A). The Authority will ensure that income and rent levels in any future housing units will meet the requirements detailed in HSC Section 34312.3.

In terms of unit restrictions for senior housing, none of the units owned or maintained by the Housing Authority are restricted for senior housing.

## **DOMESTIC VIOLENCE**

The Authority must annually disclose data related to domestic violence incidents in units owned or operated by the Authority. Specifically, the data must include:

- Data on termination of tenancies and/or Section 8 vouchers of victims of domestic violence in housing authority units.
- Summary of steps taken by the housing authority to address any termination of tenancies and/or Section 8 vouchers of victims of domestic violence.

During Fiscal Year 2019-2020, the Authority or its lessees did not terminate tenancies for victims of domestic violence.

## **ROPS FUNDED PROJECTS**

The Stanton Housing Authority, acting as the Housing Successor to the former Redevelopment Agency does not have any approved projects that have been funded by any current or former ROPS cycles.

On September 10, 2019, the Board of the Successor Agency to the Stanton Redevelopment Agency approved the last and final Recognized Obligation Payment Schedule (ROPS). This action allowed the Housing Authority to receive approximately \$3,377,369.43 in bond proceeds from the Taxable Housing Tax Allocation Bonds, which have been withheld up until this point.

## **REPLACEMENT HOUSING OBLIGATION**

For the last six years, the City has been working with Related California to develop a 161-unit multi-family affordable housing development in the Tina-Pacific neighborhood. On November 26, 2019, the City Council adopted Resolutions of Necessity authorizing the City to acquire by eminent domain a fee interest in 15 real properties in the Tina-Pacific Neighborhood. Although, the Resolutions authorized the acquisition of the 15 properties, the City continued to negotiate voluntary settlements to avoid filing eminent domain proceedings. Of the 15 properties, the City acquired 6 properties through voluntary settlements with the property owners. On November 12, 2019 The City Council certified the Final Environmental Impact Report and adopted the mitigation monitoring and reporting program for the Tina-Pacific Neighborhood Development Project.



# Attachment: B

## HOUSING SUCCESSOR ANNUAL REPORT FOR LOW AND MODERATE INCOME HOUSING ASSET FUND FISCAL YEAR 2019-2020

### PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176.1(f)

#### STANTON HOUSING AUTHORITY

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF, has been prepared pursuant to California Health and Safety Code (HSC) Section 34176.1(f). This Report sets forth certain details of the Stanton Housing Authority (Housing Successor) activities during Fiscal Year 2019-2020 (Fiscal Year). The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor as required by Part 1.85, Division 24 of the HSC, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by City staff on behalf of the Housing Successor. The financial statements of the Housing Successor are audited in conjunction with the City's annual audit. This Report is organized into Sections I through XIII pursuant to Section 34176.1(f) of the Dissolution Law:

- I. **Amount of Loan Repayment Transferred to the LMIHAF:** Twenty percent of any loan repayment must be deducted from the loan repayment amount and be transferred to the LMIHAF.
- II. **Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from other amounts deposited.
- III. **Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from other amounts deposited.
- IV. **Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.
- V. **Book Value of Assets Owned by Housing Successor:** This section provides the book value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.
- VI. **Description of Transfers:** This section describes transfers, if any, to another housing successor agency made in previous fiscal years, including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF funds will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees, or special needs housing.

- VII. Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.
- VIII. Status of Compliance with Section 33334.16:** This section reports the status of compliance with Section 33334.16 for interests in real property that were acquired by the former redevelopment agency prior to February 1, 2012.
- IX. Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that were outstanding as of February 1, 2012, along with the Housing Successor's progress in meeting those prior obligations of the former redevelopment agency, and the Housing Successor's plans to meet any unmet obligations
- X. Income Test:** This section provides the information required by Section 34176.1(a)(3)(B), or a description of expenditures by each specified income restriction for a five-year period beginning January 1, 2014, and whether certain statutory thresholds have been met. Reporting of this Income Test is not required until 2019/ The first five-year period for reporting this information is included in this Report.
- XI. Senior Housing Test:** This section provides the percentage of deed-restricted rental housing units restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency and its host jurisdiction within the same 10-year time period.
- XII. Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the housing successor's plan for eliminating the excess surplus.
- XIII. Inventory of Homeownership Units:** This section provides a summary of covenanted homeownership units assisted by the former redevelopment agency or the housing successor that include equity sharing and repayment provisions, including: (A) number of units; (B) number of units lost to the portfolio in the last Fiscal Year and the reason for those losses, (C) any funds returned to the housing successor pursuant to losses or repayments, and (D) identify contracts for the management of housing units.

This Report is to be provided to Housing Authority and its governing body, the City Council, in accordance with the Dissolution Law and the HAL. In addition, this Report will be posted and made available to the public on the City's website at: <https://www.ci.stanton.ca.us/Departments/Community-Development/Housing-Program> and thereafter appended to the City's annual update report prepared under Section 65400 of the Government Code.

- I. **Amount of Loan Repayment Transferred to the LMIHAF:** Zero funds were transferred to LMIHAF.
- II. **Amount deposited into LMIHAF:** A total of \$908,371.13 was deposited into the LMIHAF during the Fiscal Year. Of the total funds deposited in to the LMIHAF, \$0.00 were held for items listed on the ROPS.
- III. **Ending Balance of the LMIHAF:** At the close of the Fiscal Year, the ending balance in the LMIHAF was -\$19,412,235 of which \$0.00 were held for items listed on the ROPs.
- IV. **Description of Expenditures from LMIHAF:** The following is a description of expenditures from the LMIHAF by category:

<b>LMIHAF Expenditures for FY19/20</b>		
Professional Services	\$	462,700.29
Housing Development Program Expenditures		
Relocation Assistance	\$	101,616.08
Vehicle Replacement	\$	3,505.00
Temporary Help	\$	57,866.80
Administrative Expense	\$	77,506.65
Minor Repairs & Utilities	\$	65,182.00
Land Acquisition	\$	7,416,420.14
<b>Total LMIHAF Expenditures for FY19/20</b>	<b>\$</b>	<b>8,184,796.96</b>

- V. **Statutory Value of Assets Owned by Housing Successor:** Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule (HATS) approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Authority, as housing successor, pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Authority, as housing successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The following provides the Book Value of assets owned by the Housing Authority, as housing successor.

	<b>As of End of FY</b>
Book Value of Real Property Owned by Housing Authority	\$24,921,808
Value of Loans and Grants Receivable	\$1,168,000
<b>Total Value of Housing Successor Assets</b>	<b>\$26,089,808</b>

VI. **Description of Transfers:** The Housing Authority, as housing successor, made 0 LMIHAF transfers to other housing successors under Section 34176.1(c)(2) during the Fiscal Year.

VII. **Project Descriptions:** The Housing Authority as housing successor, is not owed nor holds property tax revenue pursuant to the ROPS for any project during the Fiscal Year or at June 30, 2020.

VIII. **Status of Compliance with Section 33334.16:** With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time period described in Section 33334.16 is deemed to have commenced on the date that the Department of Finance (DOF) approved the property as a housing asset for the LMIHAF. Thus, as to any real property acquired by the former redevelopment agency that is now held by the Housing Successor in its LMIHAF, the Housing Successor must initiate development activities consistent with the purpose for which the property was acquired within five years of the date that the DOF approved such property to be a housing asset. The following provides a status update on the properties that were acquired prior to and after February 1, 2012:

Date Acquired	Address	Status of Housing Successor Activity
6/28/2011	8930, 8940, 8950, 8960, and 8970 Tina Way: and 8831, 8841, 8851, 8870, 8910, 8920 and 8970 Pacific Avenue	Part of Tina-Pacific neighborhood proposed multifamily project (see Section IX). The Stanton Housing Authority approved a deadline extension for these properties on April 10, 2018. The City entered a Disposition and Development agreement for these properties on September 25, 2018.
6/28/2011	12282 Beach Blvd	The property was sold to USS Calbuilders on February 24, 2015 for \$1,400,000. The property was approved for a mixed-use development including commercial, residential, and assisted living uses. The project is currently under construction
6/28/2011	7455 Katella Avenue	The property was sold to KB Homes on October 22, 2019 (see discussion under Section X). An application has been submitted by KB Homes to build 36 residential condominium units on this property. The application is currently in process.

6/28/2011	7922 Cerritos Avenue	City entered Disposition and Development Agreement with Habitat for Humanity for the construction of 6 affordable housing units in conjunction with 10522 Flower Ave (see discussion under Section X)
6/28/2011	8232 Lampson Avenue	Completed the sale of the property to Melia Homes in FY 17-18 for \$9 million. Proceeds of the sale will be utilized for the development of the Tina/Pacific Neighborhood. The property at 8232 Lampson was approved for the development of 35 single family detached residential units on July 24, 2018.
6/14/2011	8890 Tina Way: and 8861, 8871, 8881, 8891, 8901, 8911, 8930, 8940, 8941, 8880, 8940 and 8950 Pacific Avenue	Part of Tina-Pacific neighborhood proposed multifamily project (see Section IX). The Stanton Housing Authority approved a deadline extension for these properties on April 10, 2018. The City entered a Disposition and Development agreement for these properties on February 26, 2019.
6/14/2011	8951 Pacific Avenue	Part of Tina-Pacific neighborhood proposed multifamily project (see Section IX). The City entered a Disposition and Development agreement for this property on April 10, 2018.
2/20/2012	8931 Pacific Avenue	Part of Tina-Pacific neighborhood proposed multifamily project (see Section IX) ). The City entered a Disposition and Development agreement for this property on April 10, 2018.
7/10/2012	10522 Flower Avenue	On October 8, 2019 City entered Disposition and Development Agreement with Habitat for Humanity for the construction of 6 affordable housing units in conjunction with 7922 Cerritos Ave (see discussion under Section X)

**IX. Description of Outstanding Obligations under Section 33413:** Prior to dissolution, the Stanton Redevelopment Agency purchased twenty-five (25) properties in the Tina/Pacific neighborhood utilizing the Low and Moderate Income Housing Fund. The Agency relocated residents from 12

of the properties and subsequently demolished the buildings. In total, sixty-one (61) residential units were removed.

For the last six years, the City has been working with Related California to develop a 161-unit multi-family affordable housing development in the Tina-Pacific neighborhood. On November 26, 2019, the City Council adopted Resolutions of Necessity authorizing the City to acquire by eminent domain a fee interest in 15 real properties in the Tina-Pacific Neighborhood. Although, the Resolutions authorized the acquisition of the 15 properties, the City continued to negotiate voluntary settlements to avoid filing eminent domain proceedings. Of the 15 properties, the City acquired 6 properties through voluntary settlements with the property owners. On November 12, 2019 The City Council certified the Final Environmental Impact Report and adopted the mitigation monitoring and reporting program for the Tina-Pacific Neighborhood Development Project.

- X. Income Test:** Section 34176.1(a)(3)(B) requires that the Housing Authority, as housing successor, post-dissolution to ensure that at least 30% of the funds in the LMIHAF are expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI. The term “development” under this section is defined as: “new construction, acquisition and rehabilitation, substantial rehabilitation as defined in Section 33413, the acquisition of long term affordability covenants on multifamily units as described in Section 33413, or the preservation of an assisted housing development that is eligible for prepayment or termination or for which within the expiration of rental restrictions is scheduled to occur within five years as those terms are defined in Section 65863.10 of the Government Code.” If the Housing Authority, as housing successor, were to fail to comply with the Extremely-Low Income requirement in any five year report, then as housing successor it must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest Fiscal Year following the report on households earning 30% or less of the AMI until the Housing Authority, as housing successor, demonstrates compliance with the Extremely-Low Income requirement

As noted in Section IX, the City is continuing to make strides with the affordable housing development in the Tina-Pacific Neighborhood.

In addition to the Tina-Pacific Neighborhood efforts, the City Council and Housing Authority entered into a Disposition and Development Agreement with Habitat for Humanity of Orange County for properties located at 7922 Cerritos Ave and 10522 Flower Avenue on October 8, 2019. The Disposition and Development Agreement set the sale price of the properties at \$210,000, which is less than the fair market value of the properties appraised at \$570,000. The Authority negotiated the discounted purchase price in order to facilitate the development of affordable housing. The Disposition and Development Agreement restricts the sales of the home to moderate income households for a period of 45 years.

On October 22, 2019, the City Council and Housing Authority entered into a Disposition and Development Agreement with KB Homes, approving the sale of property located by 7455 Katella

Ave to KB Homes. The Housing Authority negotiated with KB Homes for the development of the parcel for a 36-unit single family detached housing project. The Disposition and Development Agreement set the sale price of the property at the appraised value of \$810,000.

- XI. Senior Housing Test:** The Housing Authority, as housing successor, is to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the housing successor, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the housing successor, the former redevelopment agency and/or City within the same time period. If this percentage were to exceed 50%, then as the housing successor it cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Authority, as housing successor, or the City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

Neither the former redevelopment agency nor the Housing Authority, as housing successor, provided financial assistance for development of senior housing within the past ten year period. Further, no such active has occurred through this Fiscal Year of 2019-2020.

- XII. Excess Surplus Test:** Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater.

Calculation of Unencumbered Amounts:

Total Liabilities and Fund Balance as of June 30, 2020	\$16,816,312
Less Unavailable Amounts	
Loans receivable	(1,168,000)
Interest receivable	(44,855)
Accounts receivable	(3,550)
<b>Unencumbered Low to Moderate Income Housing Asset Funds</b>	<b>\$15,599,907</b>

Greater Of:

<b>Base Amount</b>	<b>\$1,000,000</b>
Calculation of Aggregate Deposits	
FY 2018/2019	\$1,308,587
FY 2017/2018	\$9,357,599
FY 2016/2017	\$1,228,366
FY 2015/2016	\$897,659
<b>Total Aggregate Deposits from Previous 4 Years</b>	<b>\$12,792,211</b>

**Computed Excess/Surplus** **\$2,752,767**

**XIII. Inventory of Homeownership Units:** This section provides an inventory of homeownership units assisted by the Former Agency and that are administered by the Housing Authority, as housing successor, which units are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund per Section 33334.3(f).

Number of units assisted by the former redevelopment agency	6 (see Habitat for Humanity Discussion under Section X)
Number of units lost to the portfolio before February 1, 2012	0
Number of units lost to the portfolio from February 1, 2012 to June 30, 2020	0
Reason for Loss	N/A
Funds returned to Housing Successor	\$810,000 from KB Homes to Housing Authority (10/22/2019) \$210,000 from Habitat for Humanity (10/8/2019)
Contracted with outside entity for management	Yes - Tina-Pacific Neighborhood Property Management
Name of outside entity	Illumination Foundation



## CITY OF STANTON

### REPORT TO CITY COUNCIL

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

**DATE:** December 8, 2020

**SUBJECT: CONSIDERATION OF ORDINANCE NO. 1107 AMENDING STANTON CODE TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.16, MESSAGE ESTABLISHMENTS, TO UPDATE THE CITY'S MESSAGE REGULATIONS**

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

As part of a periodic review of the Stanton Municipal Code, a series of updates are recommended to address various issues throughout the city. The issues addressed in Ordinance No. 1107 include updates to the City's Massage Regulations.

#### **RECOMMENDED ACTION:**

1. City Council conduct a public hearing; and
2. Declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
3. Introduce Ordinance No. 1107 entitled:

**“AN ORDINANCE NO. 1107 AMENDING STANTON CODE TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.16, MESSAGE ESTABLISHMENTS, TO UPDATE THE CITY'S MESSAGE REGULATIONS”;** and

4. Set said Ordinance for adoption at the January 12, 2021 regularly scheduled City Council meeting.

#### **BACKGROUND:**

As a result of a periodic review of the Stanton Municipal Code, the opportunity to strengthen the current code or bring portions of the code up to current standards was identified. This review took place during a City Council approved moratorium on new massage establishments which lasted for a period of two-years. During the moratorium, the impact of massage establishments was studied in detail and a series of recommendations were made to improve the code in advance of the moratorium ending.

The moratorium ends at the end of the 2020 calendar year. The revisions bring the code to current standards and include a few key components.

Establishments operating as Day Spas will now be included in the code and subject to inspection and increased regulation. There will be no negative impact to Day Spas acting in accordance with all regulations. Additionally, distancing requirements will be implemented to that stipulate that a new establishment may not be located within 500 feet of an existing establishment. This element is key to preventing a large number of establishments creating clusters and facilitating activity not in compliance with established guidelines. Including the distancing requirement to the Stanton Municipal Code will assist in maintaining a reasonable number of establishments and facilitate effective monitoring of massage establishments by City staff.

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

Adjustments to the City's Municipal Code are made periodically to maintain a current set of guidelines that are used to address the changing conditions seen in the community. Although these changes are relatively minor, each will impact the city in a positive manner and provide staff the tools needed to effectively enforce the rules and regulations of the city. The amendment to the massage regulations and Ordinance No. 1107 have been unanimously approved by the Planning Commission.

#### **FISCAL IMPACT:**

None.

Prepared By:

s/ James J. Wren

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James J. Wren  
Public Safety Services Director

Reviewed by:

s/ HongDao Nguyen

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HongDao Nguyen  
City Attorney

Approved by:

s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager

Attachments:

- A. Redline version of City Council Ordinance No. 1107.
- B. Clean version of City Council Ordinance No. 1107.

# Attachment: A

## ORDINANCE NO. 1107

### **AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING STANTON CODE TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.16, MASSAGE ESTABLISHMENTS, TO UPDATE THE CITY'S MASSAGE REGULATIONS**

WHEREAS, the purpose of this Ordinance is to amend the Stanton Municipal Code to update the City's regulation of massage establishments to comply with State law and to further ensure public safety;

WHEREAS, Municipal Code Title 5, Business Licenses and Regulations, Chapter 5.16, Massage Establishments, regulates the licensing and operation of massage establishments in the city, including day spas, as well as the licensing and practice of individual massage therapists, whether or not the owner or operator of a massage establishment;

WHEREAS, the California Massage Therapy Act (Cal. Bus. & Prof. Code § 4600 et seq.) regulates the practice of massage therapy in the state;

WHEREAS, AB 1147 amended the California Massage Therapy Act and the California Government Code to provide that local governments may regulate licensing and operation of massage establishments, while, generally, only the state may regulate licensing and practice massage therapists (Cal. Bus. & Prof. Code § 4612; Cal. Gov. Code § 51034);

WHEREAS, the City Council intends to amend Municipal Code Chapter 5.16 to remove, where appropriate for compliance with AB 1147, regulation of the licensing and practice of massage therapists;

WHEREAS, there is evidence in other jurisdictions that massage establishments serve as fronts for prostitution or human sex trafficking, the potential for criminal and unsafe activity at massage establishments is particularly concerning given that some massage establishments in the City are located within proximity to places where families congregate, such as restaurants and shopping areas;

WHEREAS, law enforcement action in other jurisdictions to investigate and identify such criminal activity at massage establishments have, in many cases, exposed criminal activity to occur in the middle of the night and outside normal business hours;

WHEREAS, the impacts of an illegal massage operation remain at site even after cessation of the operation; impacts include decreased consumer confidence in the legal operation of future massage establishments at the site, decreased consumer confidence in the neighboring businesses, and confusion among customers regarding the any connection between the closed illegal operation and a new legal operation;

WHEREAS, the City Council intends to amend Municipal Code Chapter 5.16 to add standards for massage establishment that will increase security and transparency;

WHEREAS, on December 8, 2020, the City Council conducted and concluded a duly noticed public hearing concerning the Municipal Code amendments contained herein as required by law and received testimony from City staff and all interested parties regarding the proposed amendments;

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

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

**SECTION 1. Incorporation of Recitals.** The recitals above are each incorporated by reference and adopted as findings by the City Council.

**SECTION 2. Amendment to SMC chapter 5.16.** The City Council of the City of hereby amends Stanton Code Title 5, Business Licenses and Regulations, Chapter 5.16, Massage Establishments, to read in its entirety as follows:

“

**Chapter 5.16 MASSAGE ESTABLISHMENTS**

**5.16.010 Definitions.**

For the purposes of carrying out the intent of this chapter, unless the content clearly indicates to the contrary, the following words, phrases, and terms shall have the following meanings:

**Applicant.** Any person applying to obtain a license to operate a massage establishment, including each and every owner of the proposed establishment.

**California Massage Therapy Council.** The non-profit organization formed pursuant to Business and Professions Code Chapter 10.5, commencing with Section 4600, as amended. The organization may be referred to hereinafter as “CAMTC.”

**City.** The city of Stanton.

**Compensation.** A payment, loan, advance, donation, contribution, or gift of money, or anything of value.

**Disqualifying conduct.** Conduct by the applicant that would disqualify the application for a massage establishment, including any of the following:

1 Within five years of the date of filing of the application in question or any time after the filing of the application or any time after the issuance of a license, the licensee has committed or been convicted in a court of competent jurisdiction of:

a. Any crime specified in Government Code Section 51030 et seq., or

b. Any misdemeanor or felony offense which relates directly to the operation of a massage establishment, whether as a massage establishment owner, operator, massage technician, or employee thereof; or

2 Within five years of the date of the filing of the application in question or any time after the filing of the application or any time after the issuance of a license, the licensee has had revoked any massage establishment, operator, massage practitioner, technician, therapist, trainee, or similar license issued by the state, or any county or city; or

3 Within five years of the date of the filing of the application in question or any time after the filing of the application and/or any time after the issuance of a license, the licensee has committed or been convicted in a court of competent jurisdiction of:

a. Any violation of California Penal Code Sections 266(h), 315, 316, and 318 or Section 647(b) or 653.23, or

b. Conspiracy or attempt to commit any such offense, or

c. Any offense in a jurisdiction outside the state which is the equivalent of any of the aforesaid offenses, or

d. Has been found guilty of or pleaded nolo contendere to any lesser-included offense of the above, or

e. Has been found guilty of or pleaded nolo contendere to any crime specified in Government Code Section 51030 et seq.; or

4 Is required to register under the provisions of California Penal Code Section 290; or

5 Has been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to California Penal Code Sections 11225 through 11235; or

6 Has engaged in, or allowed an employee or massage technician to engage in, touching the specified anatomical areas of oneself or of another person while providing massage services or while within view of a customer or patron of the massage establishment, or engaging in specified sexual acts with oneself or another person while providing massage services or while within view of a customer or patron of the massage establishment; or

7 Has engaged in, or allowed an employee or massage technician to engage in, the exposing specified anatomical areas of oneself or of another person to view while providing massage services or while within view of a customer or patron of the massage establishment.

**Director.** The Director of Public Safety and/or those officers, employees, and agents of the city, directed by the Director of Public Safety to carry out all or portions of this chapter.

**Employee.** Any person who renders any service to the massage establishment, with or without compensation.

**Licensee.** A person that holds a valid license from the City of Stanton to operate a massage establishment license.

**Manager.** An individual who manages or who is otherwise primarily responsible for the operation of the massage establishment, and shall include each and every person responsible for establishing personnel policy, hiring personnel, ensuring that the establishment complies with the requirements of this code and of other laws, and of establishing and administering any and all policies established by the owner for the operation of the establishment.

**Massage.** The scientific manipulation of the soft tissues, including but not limited to any method of treating any of the external parts of the body for remedial, health or hygienic purposes by means, including but not limited to, rubbing, stroking, pressuring, acupressuring, kneading, tapping, pounding, vibrating or stimulating with the hands, feet, elbows or any other part of the body, with or without the aid of any instrument or device and with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment, or other similar preparations commonly used in this practice, under such circumstances that it is reasonably expected that the person to whom the treatment is provided or some third person on his or her behalf will pay money or give any other consideration or any gratuity therefor.

**Massage establishment.** A fixed location where massage services are performed for compensation.

**Massage establishment license.** A one-year license issued by the city to a massage establishment, including day spas, to conduct massage from a location within the City.

**Massage technician.** Any massage practitioner or massage therapist who administers to another person, for any form of compensation, a massage or other similar procedure.

**Owner.** Any person who has an ownership interest in a massage establishment, including officers, directors, members, partners, principals, and each shareholder or interest holder holding more than 5% of the stock.

**Person.** Any individual, sole proprietorship, firm, partnership, corporation, association or any combination of individuals of whatever form or character.

**Specified anatomical areas.** Means and includes any of the following human anatomical areas: genitals, pubic area, buttocks, anus or female breasts below a point immediately above the top of the areolae.

**Specified sexual activities.** Means and includes any of the following:

- 1 The fondling or other erotic touching of any bare human genitals, pubic area, buttocks, anus or female breast;
- 2 Human sex acts, actual or simulated, including intercourse, oral copulation or sodomy;
- 3 Human masturbation, actual or simulated;
- 4 The actual or simulated infliction of pain by one human upon another or by an individual upon him or herself, for the purpose of the sexual gratification or release of either individual, as a result of flagellation, beating, striking or touching of an erogenous zone, including without limitation, the thigh, genitals, buttock, pubic area, or, if such person is a female, a breast;
- 5 Sex acts, actual or simulated, between a human being and an animal, including, but not limited to, intercourse, oral copulation, or sodomy; or
- 6 Excretory or urinary functions as part of, or in connection with, any of the activities set forth in subsections (1) through (5) of this definition. (Ord. 1032 § 2, 2015)

#### **5.16.020 Massage Establishment License Required.**

A. **License Required.** Any massage establishment seeking to operate within the City must first apply for and be issued a massage establishment license to operate within the City. It is unlawful for any person to engage in, conduct, or carry on any massage establishment or massage within the City of Stanton without a massage establishment license from the City.

B. **Exemptions.** The provisions of this Chapter do not apply to the following:

1. Treatment administered in good faith in the course of practice of any healing art or profession by any person licensed to practice any such art or profession under the Business and Professions Code of the state of California, or any other law of this state, including physicians, surgeons, chiropractors, osteopaths, podiatrists and physical therapists;
2. Nurses registered under the laws of the state of California, while performing activities encompassed by such professional licenses;
3. Barbers, estheticians, and beauticians who are duly licensed under the laws of the state of California while engaging in practices within the scope of their licenses;

4. Hospitals, nursing homes, sanatoriums, or other health facilities duly licensed by the state of California;

5. Coaches and trainers in accredited high schools, junior colleges and colleges or universities acting within the scope of their employment;

6. Trainers of amateur, semi-professional or professional athletes or athletic teams so long as such persons do not practice massage therapy as their primary occupation at any location where they provide such services in the city; or

7. Any profession over which the state has assumed exclusive jurisdiction as a matter of statewide concern and which gives the services or treatments included in the term "massage," as herein defined, as incidents to such business, calling or profession.

#### **5.16.030 Authority to Administer and Enforce Chapter.**

A. The Director has the authority to administer and enforce this Chapter. The Director may adopt supplemental regulations or policies to implement and interpret this Chapter.

B. The Director shall approve or disapprove an application for a massage establishment license.

#### **5.16.040 Service Requirements.**

Except as otherwise provided, any notice required to be served on an applicant or licensee under this Chapter must be completed by either personal delivery or first class mail. Service by mail is deemed complete at the time of deposit in the mail. Any notice issued to an applicant or licensee may be sent to the mailing address as listed on the application submitted to the City. Failure of any applicant or licensee to receive a properly-addressed notice by mail does not invalidate any action, decision, determination, or proceeding under this Chapter.

#### **5.16.050 Application Procedure.**

A. **Application Required.** Any person seeking to obtain a license to operate a massage establishment must submit a complete written application, signed under penalty of perjury, to the City using a form adopted by the City for that purpose. An application for a massage establishment license shall be filed and processed in compliance with this Chapter.

B. **Application Fee.** At the time of filing, each applicant must pay a nonrefundable application fee established by resolution of the City Council to defray the costs incurred by the City in the application process. The application and fee required under this section shall be in addition to any other license, permit, or fee required by any other section or chapter of this Code.



C. **Application Insufficient to Operate.** Submission of an application for an license does not authorize the operation of a massage establishment unless and until such license has been properly granted by the City.

D. **Application Contents.** The Director may adopt procedures governing applications for massage establishment licenses, including requiring certain information and documentation. The City will not deem an application complete until all information and documents required under this Chapter and any regulation or resolution adopted under this Chapter has been provided to the City. At minimum, any applicant requesting a license pursuant to this section must submit the following information and documentation:

1. The present or proposed address for the massage establishment.
2. The form of ownership of the business (e.g., sole proprietorship, partnership, corporation, etc.).
3. If the applicant is not a natural person, its operative governing documents and any fictitious business statement. If the applicant is not a natural person,
4. The exact name, including any fictitious name, if applicable, under which the business is to be operated.
5. Every owner must furnish the following information:
  - a. The full name, date of birth, current residential address, business address, and telephone numbers,
  - b. California driver's license number or California identification number and social security number or resident alien number, if any,
  - c. Any other names or aliases, including nicknames, used within five years of the date of filing the application,
  - d. Each residence and business address for the five years immediately prior to the date of filing the application, and the inclusive dates of each such address,
  - e. Written proof that the applicant is over the age of eighteen years,
  - f. The applicant's height, weight and color of eyes,
  - g. Two portrait photographs at least two inches by two inches and shall have been taken within sixty days prior to filing the application,

h. The massage or similar business license or permit history of the applicant, whether such person, in previously operating in this or another city or state under license or permit, has had such license or permit revoked or suspended and the reason therefor; and the business activity or occupation subsequent to such action of suspension or revocation,

i. The name and address of any massage business or other establishment currently owned or operated by the applicant wherein the business of massage is conducted,

j. Any conviction, forfeiture of bond, or plea of nolo contendere upon any criminal violation or city ordinance violation (except minor traffic violations), within a five-year period, and, if so, the place and court in which such conviction, plea or forfeiture was heard, the specific charge, and the sentence imposed as a result thereof,

k. Whether the applicant has ever been convicted of any crime specified in Section 51032 of the Government Code and, if so, the circumstances thereof and the sentence therefor, and

l. The applicant shall be required to furnish fingerprints for the purpose of establishing identification, and verify through a background check the information provided in the application is true and correct. Any required fingerprinting fee will be the responsibility of the applicant.

6. A description of the services to be provided.

7. A description of any other business to be operated on the same premises or on adjoining premises owned or controlled by the applicant.

8. A complete list of the names, including any pseudonym, alias(es), alternate name(s), or nickname(s), and residential addresses of all massage technicians, employees, independent contractors and attendants in the business; the name and residential address of the operator, manager or other person principally in charge of the operation of the business; and the names and residential addresses of all principals of the business.

9. The name and address of the record owner and lessor of the real property upon or in which the massage establishment is to be conducted, and a copy of the lease or rental agreement.

10. The name(s) of person(s) having the management or supervision of the applicant's massage establishment.

11. Written authorization for the city, its agents and employees, to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the license.

12. A sketch or diagram showing the complete interior configuration of the business, including without limitation the location of the restrooms, massage rooms, customer areas, employee only designated areas, and any facility requirements as identified in Section 5.16.110. The sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale, with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.

13. A signed statement that the licensee accepts responsibility for the conduct of all employees, massage technicians, and independent contractors working on the premises of the massage establishment and that failure to comply with the provisions of this Chapter may result in the revocation of the city-issued license.

14. If the applicant is a natural person, that person shall sign the application under penalty of perjury. If the applicant is other than a natural person, a partner, officer, director, major shareholder or major interest holder of the legal entity shall sign the application under penalty of perjury.

15. The name and address of any owner of the real property where the proposed massage establishment is to be located, including unit or suite number, if applicable. If the applicant does not own the lot or parcel on which the massage business will operate, the owner shall consent to the filing of the application by signing and dating the application.

16. Electronic fingerprint images (e.g., Live Scan) and related information required by the Sheriff's Department for the purpose of obtaining information as to the existence and content of a record of State or Federal convictions and arrests to be considered as set forth in this chapter. No person may be issued a license unless the owners have first cleared the background check.

17. Such other identification and information as may be necessary to verify the truth of the matters hereinabove specified as required to be set forth in the application.

18. Any additional application and material requirements specified in the city handout for the massage establishment license application.

#### **5.16.060 Application Review and Decision.**

A. **Application Review.** Upon receipt of a complete and signed written application, each application for a massage establishment license must be reviewed to ensure that the application is consistent with the requirements of this Chapter.

B. **On-Site Inspection.** An application for a massage establishment license may require the review authority to perform an on-site inspection of the subject premises before confirming that the request complies with all the applicable criteria set forth in this chapter, Section 5.16.110, and any other related code or policies.

C. **Findings For License Issuance.** The Director may approve a massage establishment license only if he or she finds that the applicant fulfills the requirements as set forth in this Chapter.

D. **Grounds for Denial.** After the completion of the City's application review, the Director may deny the issuance a massage establishment license if any of the following findings are made:

1. The requirements of this Chapter have not been satisfied, including if the applicant failed to submit a complete application, failed to submit any supplemental information or documentation upon request, or failed to pay the requisite application fee.

2. The applicant or any owner has had any massage, business, or professional license or permit denied, suspended, or revoked by any agency, board, city, county, territory, or state.

3. The applicant has made a false, misleading, or fraudulent statement or omission of fact to the City in the application, or in the permit application process.

4. The applicant or any owner has been convicted of an offense specified in Section 51032 (Massage) of the Government Code or has engaged in disqualifying conduct.

The massage establishment does not employ or use only state certified massage practitioners and therapists whose certifications are valid and that owners of the state certificates are the same persons to whom CAMTC issued valid and current identification cards.

5. The massage establishment as proposed by the applicant would not comply with all applicable laws, including, but not limited to, health, zoning, fire and safety requirements and standards.

6. The applicant is a natural person under 18 years of age.

E. **Decision.** If the Director determines that an applicant does not fulfill the requirements as set forth in this Chapter, the Director must deny the application. The Director may issue the license with conditions. The Director must serve the applicant with a written decision stating whether the application is approved, conditionally approved, or denied within 60 calendar days of the filing of the completed application. The foregoing sixty-day deadline is precatory only; failure to meet this deadline does not affect the power of the Director to act on the application. The notice must state the reasons for the denial, the right of the applicant to appeal the decision, and that Director's decision may be appealed in compliance with Section 5.16.100 (Appeals).

F. **Right to Appeal.** An applicant may appeal the Director's decision denying an application for a massage establishment license in accordance with the procedures

set forth in this Chapter. The Director's decision is final if no written appeal is timely submitted to and received by the City.

G. **Limit on Reapplication.** If the Director denies the application, a new application may not be submitted for a period of one year.

#### **5.16.070 License Restrictions and Regulations.**

A. **Employees.** It is the responsibility of the licensee to ensure that each and every person who performs massage on the premises holds a CAMTC license issued by the state of California. The licensee shall notify the city, in writing, of the name and address of each person employed at the licensed establishment within five working days of employment. The requirements of this section are in addition to the other provisions of this chapter and zoning code and nothing contained herein shall relieve the licensee of the responsibility of ascertaining, prior to employment, whether said person has an active, unrevoked massage technician's license from CAMTC.

B. **Name of Business.** No licensee licensed under this chapter may operate under any name or conduct the business under any designation not specified in the license.

C. **Licenses Not Assignable.** No massage establishment license may be sold, transferred or assigned by the licensee, or by operation of law, to any other person or persons. Any such sale, transfer or assignment, or attempted sale, transfer or assignment, shall be deemed to constitute a voluntary surrender of such license and such license shall thereafter be deemed terminated and void, provided and excepting, however, that if the licensee is a partnership and one or more of the partners should withdraw, one or more of the remaining partners may acquire, by purchase or otherwise, the interest of the partner or partners who withdrew without effecting a surrender or termination of such license and in each case the licensee shall thereafter be deemed to be the surviving partner(s).

D. **Vested Rights.** No license granted herein shall confer any vested right to any person or business for more than the license period. All massage operators, managers and technicians subject to this chapter shall comply with the provisions of this chapter as they may be amended hereafter. Issuance of a massage establishment license does not create a land use entitlement.

E. **Sale or Transfer of License.** Upon the sale or transfer of any interest in a massage establishment or any entity owning such massage establishment, the license issued pursuant to this chapter shall be null and void unless the sale or transaction is to an applicant shown on the application for the license pursuant to which the establishment was operated. A new application under this chapter shall be made by any person desiring to own or operate such massage establishment.

#### **5.16.080      Massage Establishment License Expiration and Renewal.**

A.      **License Term of Validity.** A massage establishment license is valid upon issuance and continues in effect for one year from date of issue. It expires automatically one year following the date of its issuance, unless suspended, revoked, or renewed in accordance with this Chapter.

B.      **Renewal Application Deadline.** The licensee requesting renewal of its massage establishment license must file an application for renewal with the Director at least 60 calendar days before the expiration of the license. Failure to timely submit a renewal application before the expiration date of the license will result in the automatic expiration of the license on the expiration date. Any licensee allowing his or her license to lapse or expire may submit a new application and pay the corresponding initial application fees.

C.      **Renewal Application Requirements.** A licensee may apply for renewal of a license by submitting a written application, under penalty of perjury, to the Director, who must conduct an investigation. The renewal application must provide all information required under Section 5.16.050 and shall also state that the licensee is currently operating under a massage establishment license, the location of the massage establishment, and the scheduled date for expiration of the license for which the licensee is seeking renewal. A licensee submitting a renewal application is required to update the information contained in the original license application and provide any new or additional information as may be reasonably required by the Director in order to determine whether the license should be renewed. The Director may adopt renewal application forms and procedures for this purpose. The applicant must pay a fee in an amount to be set by the City Council to defray the costs of processing the renewal license application.

D.      **Decision on Renewal Application.** The Director must review the application for renewal and approve or deny the application, not later than the date of expiration of the license. The Director must renew a permit if he or she confirms the licensee has been and remains in current compliance with all conditions of the license, with all provisions of this Chapter, and with all State and local laws applicable to massage establishments.

#### **5.16.090      Grounds for Suspension, Revocation, and Nonrenewal of License.**

A.      The Director may suspend, revoke, or refuse to renew any license issued under this Chapter in any of the following circumstances:

1.      The Director makes any findings necessary to deny a permit under Section 5.16.060 of this Chapter.

2.      The licensee failed to comply with the provisions of this Chapter or any regulations adopted pursuant to this Chapter, any term or condition imposed on the permit, California Business and Professions Code Section 4600 et seq., or any law of the State regulating massage establishments or massage technicians.

3. The licensee employs or uses one or more non-CAMTC certified massage practitioners or massage therapists to perform massage services.

4. The licensee has engaged in disqualifying conduct.

B. **Decision Appealable.** The licensee may appeal the Director's decision denying a renewal application, or suspending, or revoking a license, in accordance with the procedures set forth in this Chapter.

C. **Notice.** The Director must serve the licensee with a written notice of nonrenewal, suspension, or revocation. The notice must state the reasons for the action, the effective date of the decision, the right of the applicant to appeal the decision, and that the Director's decision will be final if no written appeal is timely submitted to and received by the City, pursuant to Section 5.16.100 of this Chapter. Suspension or revocation is effective 10 calendar days following the date of service of the notice. If an appeal is timely and properly filed in accordance with this Chapter, then the effective date of the notice is stayed.

D. **Surrender of License.** A licensee must immediately surrender his or her license to the Director upon said revocation or suspension becoming final.

E. **Limit on Reapplication After Revocation.** If the Director revokes a license, a new application may not be submitted for a period of one year.

#### **5.16.100 Appeals.**

Any appeal right provided for in this Chapter must be conducted as set forth in this section.

##### **A. Submission of Appeal**

1. An applicant or licensee may appeal the decision of the Director suspending, revoking, or denying a massage establishment license to a hearing officer by filing with the City Clerk a written notice of appeal within 15 calendar days from the date of service of the notice.

2. The notice of appeal must be in writing and signed by the person making the appeal, or his or her legal representative, and must contain the following:

a. The name, address, telephone number of the appellant;

b. A true and correct copy of the notice of the decision or action issued by the Director that the appellant is appealing;

c. A specific statement of the reasons and grounds for making the appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy, the basis of the appeal, and the relief requested; and

d. All documents or other evidence pertinent to the appeal that the appellant requests the hearing officer to consider at the hearing..

3. At the time of filing the appellant must pay the designated appeal fee, which may be established by resolution of the City Council.

4. In the event a written notice of appeal is timely filed, the suspension, revocation, denial, or nonrenewal is not effective until a final order has been rendered and issued by the hearing officer. If no timely, proper appeal is filed in the event of a decision of denial, the license expires at the conclusion of the term of the license. If no timely, proper appeal is filed in the event of a suspension or revocation, the suspension or revocation is effective upon the expiration of the period for filing a written notice of appeal.

5. Failure of the applicant or licensee to file a timely and proper appeal, or the requisite fee, is a waiver of the right to appeal the decision of the Director and a failure to exhaust all administrative remedies. In this event, the Director's decision is final and binding.

## **B. Hearing Procedure**

1. Administrative hearing officers must be selected in a manner that avoids the potential for pecuniary or other bias.

2. Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before a hearing officer. The hearing officer will preside over the appeal, hear the matter de novo, and conduct the hearing pursuant to the procedures set forth in this Chapter. The City bears the burden of proof to establish the grounds for the suspension, revocation, denial, or nonrenewal by a preponderance of the evidence. The issuance of the Director's notice of decision constitutes prima facie evidence of grounds for the suspension, revocation, denial, or nonrenewal.

3. The appeal must be held within a reasonable time after date of filing, but in no event later than 30 calendar days from that date. The City must notify the appellant of the date, time, and location of the hearing at least 10 calendar days before the date of the hearing.

4. At the hearing, the appellant may present witnesses and evidence relevant to the decision appealed, be represented by counsel, and confront and cross-examine witnesses. Appeal hearings are informal, and the formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. However, rules of privilege are applicable to the extent they are permitted by law; and irrelevant, collateral, and repetitious evidence may be excluded. The hearing officer may establish additional procedures not in conflict with the provisions of this section.



### C. **Hearing Officer's Decision**

1. No later than 15 calendar days following conclusion of the appeal hearing, and after considering all of the testimony and evidence submitted at the hearing, the hearing officer will determine if any ground exists for the suspension, revocation, denial, or nonrenewal of the massage establishment license.

2. If the hearing officer determines that no grounds for the suspension, revocation, denial, or nonrenewal exist, the Director's notice of decision shall be deemed cancelled.

3. If the hearing officer determines that one or more of the reasons or grounds enumerated in the Director's notice of decision exists, the hearing officer must issue a written decision containing a finding and description of each reason or ground to uphold the Director's decision, and any other finding that is relevant or necessary to the subject matter of the appeal.

4. The decision of the hearing officer is final. The written decision must contain the following statement: "The decision of the hearing officer is final. Judicial review of this decision is subject to the time limits set forth in California Code of Civil Procedure section 1094.6."

### **5.16.110 Massage Regulations.**

All massage establishments and massage technicians in the City must operate in conformance with the following regulations.

A. **CAMTC License Requirement.** It is unlawful for any person to perform, practice, or administer a massage within the City without first obtaining a certificate issued by the California Massage Therapy Council pursuant to Business and Professions Code Section 4600 et seq. (or successor provision or provisions). No licensee shall employ any person as a massage technician in that capacity who does not have a current and valid certificate issued by CAMTC pursuant to Business and Professions Code Section 4600 et seq. (or successor provision or provisions), or whose certificate is not in good standing.

B. **Management of Massage Establishments.** A licensee must have the premises supervised at all times when open for business by the operator or a designated manager. A person designated as the responsible managing officer shall be on the premises at all times of operation and must be registered with the Director by the owner to receive all complaints and citations. The appointment of a managing officer in charge must be in writing with the managing officer in charge acknowledging this appointment.

C. **Employee Register.** The massage establishment must maintain a register of all people employed as a massage technician by the establishment. The register shall be maintained on the premises for a minimum period of two (2) years after massage technicians cease their employment. The register must be updated when a

message technician is added or discontinues services at the establishment. Notification shall be provided to the City within 10 calendar days of the date an employee, message technician, or independent contractor is added or discontinues service at the establishment. The register shall also be made available for inspection by representatives of the City at any time during the establishment's business hours. The register must include the following information:

1. The proper name of each message technician, including his or her first, middle, and last names.
2. Any nicknames, pseudonyms, or aliases used by each message technician.
3. Each message technician's current residence address and relevant phone numbers
4. The age, date of birth, gender, height, weight, color of hair and eyes of each message technician.
5. All information contained in a message technician's message certificate, including certificate number, date of issuance, and expiration date.
6. The date of hire and, if applicable, termination.

**D. Facility Requirements.** All message establishments must comply with the following facilities requirements and any other conditions specified by the City.

1. A recognizable and readable sign shall be posted at the main entrance identifying the establishment as a message establishment; provided that all such signs shall comply with the sign requirements of the City. The message establishment permit and the message certificate for each message technician shall be displayed in an open and conspicuous place readily visible, such as in the lobby of the message establishment.
2. If shower facilities are provided, an enclosed changing area, directly adjacent to the shower shall be provided. The changing area shall be designed to allow the patron utilizing the shower facility to exit the shower, and enter the changing area, without being exposed or visible to any other area of the message establishment. A private changing area shall be provided for each shower facility provided. The minimum dimension of the changing area shall be 25 square feet, and meet ADA standards.
3. A minimum of one separate washbasin shall be provided in each message establishment for the use of employees of any such establishment. Said basin shall provide soap or detergent and hot and cold running water at all times, and shall be located within or as close as practicable to the area devoted to the performing of message services. In addition, there shall be provided at each washbasin sanitary towels placed in permanently installed dispensers.

4. The storefront windows of the massage establishment shall be transparent to provide clear visibility into the unit, and the windows shall not be obscured by curtains, blinds, or other temporary devices during operating hours; however, if the storefront windows are for a room where massage will occur this requirement shall not apply.

5. Table showers.

a. If an establishment is proposing the use of table showers in the facility, the entire massage room where the table shower is located shall be designed and built as a shower facility.

b. The floor and walls shall be designed and built to be waterproof per California Building Code requirements.

6. The room shall drain properly per the California Building Code.

**E. Operational Requirements.** All massage establishments must comply with the following operating requirements and any other conditions specified by the City.

1. It is unlawful and prohibited for any owner, operator, responsible managing employee, manager, licensee, employee or independent contractor expose any of his or her specified anatomical areas to another person at the massage establishment.

2. In no circumstance may any specified sexual activities take place at any time at the massage establishment; nor may any massage technician or employee make intentional physical contact with the specified anatomical areas of any client, patron, customer, or guest.

3. No person may live inside the massage establishment at any time. There shall be no beds located in areas not designated specifically as massage rooms. Locker facilities shall be provided for all employees and independent contractors. All personal items of the employees or independent contractors shall be kept in the lockers while at the establishment.

4. No massage establishment shall operate as a school of massage, or use the facilities as that of a school of massage.

5. No massage establishment employing a massage technician shall be equipped with tinted or one-way glass in any room or office.

6. There shall be no display, storage, or use of any instruments, devices, or paraphernalia which are designed for use in connection with specified sexual activities, including, but not limited to, vibrators, dildos, or condoms, or any goods or items which are replicas of, or which simulate, specified anatomical areas, or pornographic magazines, videos, or other material.

7. Each service offered, the price thereof, and the minimum length of time such service shall be performed shall be posted in a conspicuous public location in each massage business or establishment. All letters and numbers shall be capitals not less than one inch in height. No services shall be performed and no sums shall be charged for services other than those posted. This posting requirement shall not apply to exempt physicians and/or surgeons who employ or retain non-exempt persons to perform massage therapy as part of licensed medical activities. All arrangements for services to be performed shall be made in a room that is not used for massage therapy.

8. Alcoholic beverages may not be sold, served, furnished, kept, consumed, imbibed, or possessed on the premises without a Conditional Use Permit approved in compliance with Chapter 20.550 (Use Permits - Minor and Conditional) and any applicable California Department of Alcoholic Beverage Control licenses.

9. Hours of operation shall be limited to the hours of nine a.m. to ten p.m. daily. The hours of operation shall be clearly displayed within a common area of the facility, or may be displayed as a form of window signage in compliance with Chapter 20.325 (Sign Standards).

10. The owner or operator of each massage establishment shall display the massage establishment license issued to the establishment and the CAMTC license issued to each massage technician employed in the establishment in an accessible and conspicuous place on the premises. CAMTC certified massage practitioners shall have his or her original state certification at his or her place of business and his or her identification card in his or her possession while providing massage services.

11. No massage services shall be provided to a patron that results in intentional contact, or occasional repetitive contact, with specified anatomical areas.

12. No person shall give, or assist in giving, any massage or other body treatment to any other person under the age of 18 years, unless the parent or guardian of the minor person has consented thereto in writing.

**F. Sanitation requirements.** All massage establishments must comply with the following sanitation requirements and any other conditions specified by the City.

1. Adequate equipment for disinfecting and sterilizing instruments used in performing the acts of massage shall be provided for any instruments used in performing any massage.

2. Hot and cold running water shall be provided at all times.

3. All walls, ceiling, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities for the establishment must be in good repair and maintained in a clean and sanitary condition. Wet and dry rooms, steam and vapor rooms or cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and table showers shall be cleaned after each use.

4. Clean and sanitary towels and linens shall be provided for each patron of the establishment or each patron receiving massage services. No common use of towels or linens shall be permitted.

5. Minimum ventilation and lighting shall be provided in accordance with the California Building Code.

G. **Attire requirements.** All employees, including massage technicians, must at all times while on the business premises, wear clean clothing that is not transparent, see-through, or that substantially exposes undergarments, breasts, buttocks or genitals.

H. Massage establishments are prohibited from operating in the same location where illegal activity previously occurred.

I. Massage establishments are prohibited from operating within 500 feet of another massage establishment.

#### **5.16.120 Fees.**

The City Council may establish by resolution, and from time to time may amend, the fees for the administration of this Chapter, including but not limited to, original application, renewal application, and inspection fees. Fees required by this Chapter are in addition to any other fees that may be required under any other section, provision, or chapter of this Code. No person may commence or continue any massage establishment in the City without timely paying in full all fees and charges required for the operation of a massage establishment. The amount of any fee, cost or charge imposed pursuant to this Chapter is a debt to the City of Stanton that may be recovered by any means authorized by law.

#### **5.16.130 Licensee Responsibility.**

It is the responsibility of a licensee to ensure that a massage establishment complies with all applicable State and locals laws, and any regulations promulgated thereunder, at all times. In construing and enforcing this Chapter and any regulations promulgated under this Chapter, the act, omission, or failure of an agent, officer, representative, or other person acting for or employed by a licensee, within the scope of his or her employment or office, shall in every case be deemed the act, omission, or failure of the licensee.

#### **5.16.140 Inspection And Enforcement.**

A. **Violations Unlawful.** It is unlawful and declared a public nuisance for any person to operate, conduct, or maintain a massage establishment contrary to the provisions of this Chapter.

B. **Right of Entry.** Personnel of the City's Community Development Department and Administrative Services and Finance Department, as well as the Sheriff's Department, have the right to enter the location of all interior and exterior portions of

any massage establishment, and all rooms, buildings, structures, and portions thereof, during regular business hours, for the purpose of making reasonable unscheduled inspections to verify and enforce compliance with this Chapter and to ensure that the that the business is safe, clean, sanitary, and in good repair.

- C. **Interference with Inspection.** It is unlawful for any person having responsibility over the operation of a massage establishment to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection and, review or copy records, recordings or other documents required to be maintained by a massage establishment under this Chapter or under State law. Failure to cooperate with or refuse an inspection is subject to suspension, revocation, or nonrenewal of a license. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a massage establishment under this Chapter.
- D. **Criminal Penalties.** Any person who violates any provision of this Chapter is guilty of a misdemeanor punishable by a fine of up to \$1,000, or by imprisonment in the County jail not exceeding six months, or by both; except the City Attorney, in his or her discretion, may prosecute a violation of this Chapter as an infraction subject to the penalties in Chapter 1.10 of this Code.
- E. **Administrative Citations.** Administrative citations may be issued for violations of the provisions of this Chapter, as set forth in Chapter 1.12 of this Code; provided, however, that each violation is punishable by a fine of \$1,000.
- F. **Civil or Equitable Enforcement.** The City Attorney may bring a civil or equitable action to seek the abatement of any violation of this Chapter.
- G. **Aiding, Abetting, and Omissions.** Whenever in this Chapter any act or omission is made unlawful, it shall include causing, permitting, aiding, abetting, suffering, or concealing the fact of such act or omission.
- H. **Ongoing Violations.** Each and every day a violation is maintained, caused, aided, abetted, concealed, suffered, or permitted is a separate offense.
- I. **Remedies Cumulative.** The remedies, procedures, and penalties provided by this Chapter are cumulative to each other and to any other available under City, State, or federal law.

”

**SECTION 3. Amendment to SMC section 20.400.190.** The City Council of the City of hereby rescinds SMC section 20.400.190, which shall be marked “Reserved.”

**SECTION 4. Amendment to SMC section 20.215.020.** The reference to “Massage Establishments” in Section 20.215.020, Table 2-5 of the Stanton Municipal Code is hereby amended to read as follows:

Land Use	CN	CG	Specific Use Regulations
<i>Service Uses – General</i>			
Massage Establishments	—	CUP P	MC 5.16; 20.400.190

**SECTION 5. Amendment to SMC section 20.230.040.** The reference to “Massage Establishments” in Section 20.230.040, Table 2-11 of the Stanton Municipal Code is hereby amended to read as follows:

Land Use	GLMC	NGMX (3)	SGMX	Specific Use Regulations
<i>Service Uses – General</i>				
Massage Establishments	CUP (4) P	CUP (4) P	CUP (4) P	MC 5.16; 20.400.190

Notes:

~~(4) A Conditional Use Permit shall be required if all persons engaging in the practice of massage therapy at the establishment do not have a valid MTO (Massage Therapy Organization) Certificate or the State law regulating massage establishments terminates under its sunset review provision (Business and Professions Code Section 4600 et seq.).~~

**SECTION 6. Effect of Restatement.** All restated, unamended provisions of the Stanton Municipal Code that are repeated herein are repeated only to aid decision makers and the public in understanding the effect of the proposed changes. Restatement of existing provisions does not constitute a new enactment.

**SECTION 7. Severability.** Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance, and, to that end, the provisions hereof are severable. The City Council of the City of Stanton declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this ordinance are declared invalid.

**SECTION 8. CEQA.** The City Council determines that the adoption of this Ordinance is exempt from environmental review under the California Environmental Quality Act (“CEQA”) pursuant to the following provisions of the CEQA Guidelines, 14 California Code of Regulations, Chapter 3: the Ordinance is exempt under CEQA Guidelines Section 15378(b)(5) in that it is not a “project” under CEQA, and is an organization or administrative activity of the City that will not result in direct or indirect physical changes in the environment.

**SECTION 9. Adoption, Certification, and Publication.** The City Clerk of the City of Stanton shall certify the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published and/or posted in the manner required by law. This Ordinance shall take effect 30 days after its adoption.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Stanton, California, at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF STANTON:

\_\_\_\_\_  
Mayor David J. Shawver

ATTEST:

\_\_\_\_\_  
Patricia A. Vazquez  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Matthew E. Richardson  
City Attorney

**STATE OF CALIFORNIA )**  
**COUNTY OF ORANGE ) ss.**  
**CITY OF STANTON )**

I, **Patricia Vazquez**, City Clerk of the City of Stanton, California, hereby certify that Ordinance No. \_\_\_\_\_ having been regularly introduced at the meeting of \_\_\_\_\_, was again introduced, the reading in full thereof unanimously waived, and duly passed and adopted at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and said ordinance was adopted by the following vote:



AYES:

NOES:

ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal  
of the City of San Stanton, California, this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
CITY CLERK of the City of  
Stanton, California

# Attachment: B

## ORDINANCE NO. 1107

### **AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING STANTON CODE TITLE 5, BUSINESS LICENSES AND REGULATIONS, CHAPTER 5.16, MASSAGE ESTABLISHMENTS, TO UPDATE THE CITY'S MASSAGE REGULATIONS**

**WHEREAS**, the purpose of this Ordinance is to amend the Stanton Municipal Code to update the City's regulation of massage establishments to comply with State law and to further ensure public safety; and

**WHEREAS**, Municipal Code Title 5, Business Licenses and Regulations, Chapter 5.16, Massage Establishments, regulates the licensing and operation of massage establishments in the city, including day spas, as well as the licensing and practice of individual massage therapists, whether or not the owner or operator of a massage establishment; and

**WHEREAS**, the California Massage Therapy Act (Cal. Bus. & Prof. Code § 4600 et seq.) regulates the practice of massage therapy in the state; and

**WHEREAS**, AB 1147 amended the California Massage Therapy Act and the California Government Code to provide that local governments may regulate licensing and operation of massage establishments, while, generally, only the state may regulate licensing and practice massage therapists (Cal. Bus. & Prof. Code § 4612; Cal. Gov. Code § 51034); and

**WHEREAS**, the City Council intends to amend Municipal Code Chapter 5.16 to remove, where appropriate for compliance with AB 1147, regulation of the licensing and practice of massage therapists; and

**WHEREAS**, there is evidence in other jurisdictions that massage establishments serve as fronts for prostitution or human sex trafficking, the potential for criminal and unsafe activity at massage establishments is particularly concerning given that some massage establishments in the City are located within proximity to places where families congregate, such as restaurants and shopping areas; and

**WHEREAS**, law enforcement action in other jurisdictions to investigate and identify such criminal activity at massage establishments have, in many cases, exposed criminal activity to occur in the middle of the night and outside normal business hours; and

**WHEREAS**, the impacts of an illegal massage operation remain at site even after cessation of the operation; impacts include decreased consumer confidence in the legal operation of future massage establishments at the site, decreased consumer confidence in the neighboring businesses, and confusion among customers regarding the any connection between the closed illegal operation and a new legal operation; and

**WHEREAS**, the City Council intends to amend Municipal Code Chapter 5.16 to add standards for massage establishment that will increase security and transparency; and

**WHEREAS**, on December 8, 2020, the City Council conducted and concluded a duly noticed public hearing concerning the Municipal Code amendments contained herein as required by law and received testimony from City staff and all interested parties regarding the proposed amendments;

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

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

**SECTION 1. Incorporation of Recitals.** The recitals above are each incorporated by reference and adopted as findings by the City Council.

**SECTION 2. Amendment to SMC chapter 5.16.** The City Council of the City of hereby amends Stanton Code Title 5, Business Licenses and Regulations, Chapter 5.16, Massage Establishments, to read in its entirety as follows:

### **Chapter 5.16 MASSAGE ESTABLISHMENTS**

#### **5.16.010 Definitions.**

For the purposes of carrying out the intent of this chapter, unless the content clearly indicates to the contrary, the following words, phrases, and terms shall have the following meanings:

**Applicant.** Any person applying to obtain a license to operate a massage establishment, including each and every owner of the proposed establishment.

**California Massage Therapy Council.** The non-profit organization formed pursuant to Business and Professions Code Chapter 10.5, commencing with Section 4600, as amended. The organization may be referred to hereinafter as "CAMTC."

**City.** The city of Stanton.

**Compensation.** A payment, loan, advance, donation, contribution, or gift of money, or anything of value.

**Disqualifying conduct.** Conduct by the applicant that would disqualify the application for a massage establishment, including any of the following:

1. Within five years of the date of filing of the application in question or any time after the filing of the application or any time after the issuance of a license, the licensee has committed or been convicted in a court of competent jurisdiction of:

- a. Any crime specified in Government Code Section 51030 et seq., or

b. Any misdemeanor or felony offense which relates directly to the operation of a massage establishment, whether as a massage establishment owner, operator, massage technician, or employee thereof; or

2. Within five years of the date of the filing of the application in question or any time after the filing of the application or any time after the issuance of a license, the licensee has had revoked any massage establishment, operator, massage practitioner, technician, therapist, trainee, or similar license issued by the state, or any county or city; or

3. Within five years of the date of the filing of the application in question or any time after the filing of the application and/or any time after the issuance of a license, the licensee has committed or been convicted in a court of competent jurisdiction of:

a. Any violation of California Penal Code Sections 266(h), 315, 316, and 318 or Section 647(b) or 653.23, or

b. Conspiracy or attempt to commit any such offense, or

c. Any offense in a jurisdiction outside the state which is the equivalent of any of the aforesaid offenses, or

d. Has been found guilty of or pleaded nolo contendere to any lesser-included offense of the above, or

e. Has been found guilty of or pleaded nolo contendere to any crime specified in Government Code Section 51030 et seq.; or

4. Is required to register under the provisions of California Penal Code Section 290; or

5. Has been subjected to a permanent injunction against the conducting or maintaining of a nuisance pursuant to California Penal Code Sections 11225 through 11235; or

6. Has engaged in, or allowed an employee or massage technician to engage in, touching the specified anatomical areas of oneself or of another person while providing massage services or while within view of a customer or patron of the massage establishment, or engaging in specified sexual acts with oneself or another person while providing massage services or while within view of a customer or patron of the massage establishment; or

7. Has engaged in, or allowed an employee or massage technician to engage in, the exposing specified anatomical areas of oneself or of another person to view while providing massage services or while within view of a customer or patron of the massage establishment.

**Director.** The Director of Public Safety and/or those officers, employees, and agents of the city, directed by the Director of Public Safety to carry out all or portions of this chapter.

**Employee.** Any person who renders any service to the massage establishment, with or without compensation.

**Licensee.** A person that holds a valid license from the City of Stanton to operate a massage establishment license.

**Manager.** An individual who manages or who is otherwise primarily responsible for the operation of the massage establishment, and shall include each and every person responsible for establishing personnel policy, hiring personnel, ensuring that the establishment complies with the requirements of this code and of other laws, and of establishing and administering any and all policies established by the owner for the operation of the establishment.

**Massage.** The scientific manipulation of the soft tissues, including but not limited to any method of treating any of the external parts of the body for remedial, health or hygienic purposes by means, including but not limited to, rubbing, stroking, pressuring, acupressuring, kneading, tapping, pounding, vibrating or stimulating with the hands, feet, elbows or any other part of the body, with or without the aid of any instrument or device and with or without such supplementary aids as rubbing alcohol, liniment, antiseptic, oil, powder, cream, lotion, ointment, or other similar preparations commonly used in this practice, under such circumstances that it is reasonably expected that the person to whom the treatment is provided or some third person on his or her behalf will pay money or give any other consideration or any gratuity therefor.

**Massage establishment.** A fixed location where massage services are performed for compensation.

**Massage establishment license.** A one-year license issued by the city to a massage establishment, including day spas, to conduct massage from a location within the City.

**Massage technician.** Any massage practitioner or massage therapist who administers to another person, for any form of compensation, a massage or other similar procedure.

**Owner.** Any person who has an ownership interest in a massage establishment, including officers, directors, members, partners, principals, and each shareholder or interest holder holding more than 5% of the stock.

**Person.** Any individual, sole proprietorship, firm, partnership, corporation, association or any combination of individuals of whatever form or character.

**Specified anatomical areas.** Means and includes any of the following human anatomical areas: genitals, pubic area, buttocks, anus or female breasts below a point immediately above the top of the areolae.

**Specified sexual activities.** Means and includes any of the following:

1. The fondling or other erotic touching of any bare human genitals, pubic area, buttocks, anus or female breast;
2. Human sex acts, actual or simulated, including intercourse, oral copulation or sodomy;
3. Human masturbation, actual or simulated;
4. The actual or simulated infliction of pain by one human upon another or by an individual upon him or herself, for the purpose of the sexual gratification or release of either individual, as a result of flagellation, beating, striking or touching of an erogenous zone, including without limitation, the thigh, genitals, buttock, pubic area, or, if such person is a female, a breast;
5. Sex acts, actual or simulated, between a human being and an animal, including, but not limited to, intercourse, oral copulation, or sodomy; or
6. Excretory or urinary functions as part of, or in connection with, any of the activities set forth in subsections (1) through (5) of this definition. (Ord. 1032 § 2, 2015)

#### **5.16.020      Massage Establishment License Required.**

A.     **License Required.** Any massage establishment seeking to operate within the City must first apply for and be issued a massage establishment license to operate within the City. It is unlawful for any person to engage in, conduct, or carry on any massage establishment or massage within the City of Stanton without a massage establishment license from the City.

B.     **Exemptions.** The provisions of this Chapter do not apply to the following:

1. Treatment administered in good faith in the course of practice of any healing art or profession by any person licensed to practice any such art or profession under the Business and Professions Code of the state of California, or any other law of this state, including physicians, surgeons, chiropractors, osteopaths, podiatrists and physical therapists;
2. Nurses registered under the laws of the state of California, while performing activities encompassed by such professional licenses;
3. Barbers, estheticians, and beauticians who are duly licensed under the laws of the state of California while engaging in practices within the scope of their licenses;

4. Hospitals, nursing homes, sanatoriums, or other health facilities duly licensed by the state of California;

5. Coaches and trainers in accredited high schools, junior colleges and colleges or universities acting within the scope of their employment;

6. Trainers of amateur, semi-professional or professional athletes or athletic teams so long as such persons do not practice massage therapy as their primary occupation at any location where they provide such services in the city; or

7. Any profession over which the state has assumed exclusive jurisdiction as a matter of statewide concern and which gives the services or treatments included in the term "massage," as herein defined, as incidents to such business, calling or profession.

**5.16.030 Authority to Administer and Enforce Chapter.**

A. The Director has the authority to administer and enforce this Chapter. The Director may adopt supplemental regulations or policies to implement and interpret this Chapter.

B. The Director shall approve or disapprove an application for a massage establishment license.

**5.16.040 Service Requirements.**

Except as otherwise provided, any notice required to be served on an applicant or licensee under this Chapter must be completed by either personal delivery or first class mail. Service by mail is deemed complete at the time of deposit in the mail. Any notice issued to an applicant or licensee may be sent to the mailing address as listed on the application submitted to the City. Failure of any applicant or licensee to receive a properly-addressed notice by mail does not invalidate any action, decision, determination, or proceeding under this Chapter.

**5.16.050 Application Procedure.**

A. **Application Required.** Any person seeking to obtain a license to operate a massage establishment must submit a complete written application, signed under penalty of perjury, to the City using a form adopted by the City for that purpose. An application for a massage establishment license shall be filed and processed in compliance with this Chapter.

B. **Application Fee.** At the time of filing, each applicant must pay a nonrefundable application fee established by resolution of the City Council to defray the costs incurred by the City in the application process. The application and fee required under this section shall be in addition to any other license, permit, or fee required by any other section or chapter of this Code.

C. **Application Insufficient to Operate.** Submission of an application for a license does not authorize the operation of a massage establishment unless and until such license has been properly granted by the City.

D. **Application Contents.** The Director may adopt procedures governing applications for massage establishment licenses, including requiring certain information and documentation. The City will not deem an application complete until all information and documents required under this Chapter and any regulation or resolution adopted under this Chapter has been provided to the City. At minimum, any applicant requesting a license pursuant to this section must submit the following information and documentation:

1. The present or proposed address for the massage establishment.
2. The form of ownership of the business (e.g., sole proprietorship, partnership, corporation, etc.).
3. If the applicant is not a natural person, its operative governing documents and any fictitious business statement. If the applicant is not a natural person,
4. The exact name, including any fictitious name, if applicable, under which the business is to be operated.
5. Every owner must furnish the following information:
  - a. The full name, date of birth, current residential address, business address, and telephone numbers,
  - b. California driver's license number or California identification number and social security number or resident alien number, if any,
  - c. Any other names or aliases, including nicknames, used within five years of the date of filing the application,
  - d. Each residence and business address for the five years immediately prior to the date of filing the application, and the inclusive dates of each such address,
  - e. Written proof that the applicant is over the age of eighteen years,
  - f. The applicant's height, weight and color of eyes,
  - g. Two portrait photographs at least two inches by two inches and shall have been taken within sixty days prior to filing the application,



h. The massage or similar business license or permit history of the applicant, whether such person, in previously operating in this or another city or state under license or permit, has had such license or permit revoked or suspended and the reason therefor; and the business activity or occupation subsequent to such action of suspension or revocation,

i. The name and address of any massage business or other establishment currently owned or operated by the applicant wherein the business of massage is conducted,

j. Any conviction, forfeiture of bond, or plea of nolo contendere upon any criminal violation or city ordinance violation (except minor traffic violations), within a five-year period, and, if so, the place and court in which such conviction, plea or forfeiture was heard, the specific charge, and the sentence imposed as a result thereof,

k. Whether the applicant has ever been convicted of any crime specified in Section 51032 of the Government Code and, if so, the circumstances thereof and the sentence therefor, and

l. The applicant shall be required to furnish fingerprints for the purpose of establishing identification, and verify through a background check the information provided in the application is true and correct. Any required fingerprinting fee will be the responsibility of the applicant.

6. A description of the services to be provided.

7. A description of any other business to be operated on the same premises or on adjoining premises owned or controlled by the applicant.

8. A complete list of the names, including any pseudonym, alias(es), alternate name(s), or nickname(s), and residential addresses of all massage technicians, employees, independent contractors and attendants in the business; the name and residential address of the operator, manager or other person principally in charge of the operation of the business; and the names and residential addresses of all principals of the business.

9. The name and address of the record owner and lessor of the real property upon or in which the massage establishment is to be conducted, and a copy of the lease or rental agreement.

10. The name(s) of person(s) having the management or supervision of the applicant's massage establishment.

11. Written authorization for the city, its agents and employees, to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for the license.

12. A sketch or diagram showing the complete interior configuration of the business, including without limitation the location of the restrooms, massage rooms, customer areas, employee only designated areas, and any facility requirements as identified in Section 5.16.110. The sketch or diagram need not be professionally prepared, but it must be drawn to a designated scale, with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches.

13. A signed statement that the licensee accepts responsibility for the conduct of all employees, massage technicians, and independent contractors working on the premises of the massage establishment and that failure to comply with the provisions of this Chapter may result in the revocation of the city-issued license.

14. If the applicant is a natural person, that person shall sign the application under penalty of perjury. If the applicant is other than a natural person, a partner, officer, director, major shareholder or major interest holder of the legal entity shall sign the application under penalty of perjury.

15. The name and address of any owner of the real property where the proposed massage establishment is to be located, including unit or suite number, if applicable. If the applicant does not own the lot or parcel on which the massage business will operate, the owner shall consent to the filing of the application by signing and dating the application.

16. Electronic fingerprint images (e.g., Live Scan) and related information required by the Sheriff's Department for the purpose of obtaining information as to the existence and content of a record of State or Federal convictions and arrests to be considered as set forth in this chapter. No person may be issued a license unless the owners have first cleared the background check.

17. Such other identification and information as may be necessary to verify the truth of the matters hereinabove specified as required to be set forth in the application.

18. Any additional application and material requirements specified in the city handout for the massage establishment license application.

#### **5.16.060 Application Review and Decision.**

A. **Application Review.** Upon receipt of a complete and signed written application, each application for a massage establishment license must be reviewed to ensure that the application is consistent with the requirements of this Chapter.

B. **On-Site Inspection.** An application for a massage establishment license may require the review authority to perform an on-site inspection of the subject premises before confirming that the request complies with all the applicable criteria set forth in this chapter, Section 5.16.110, and any other related code or policies.

C. **Findings For License Issuance.** The Director may approve a massage establishment license only if he or she finds that the applicant fulfills the requirements as set forth in this Chapter.

D. **Grounds for Denial.** After the completion of the City's application review, the Director may deny the issuance a massage establishment license if any of the following findings are made:

1. The requirements of this Chapter have not been satisfied, including if the applicant failed to submit a complete application, failed to submit any supplemental information or documentation upon request, or failed to pay the requisite application fee.

2. The applicant or any owner has had any massage, business, or professional license or permit denied, suspended, or revoked by any agency, board, city, county, territory, or state.

3. The applicant has made a false, misleading, or fraudulent statement or omission of fact to the City in the application, or in the permit application process.

4. The applicant or any owner has been convicted of an offense specified in Section 51032 (Massage) of the Government Code or has engaged in disqualifying conduct.

The massage establishment does not employ or use only state certified massage practitioners and therapists whose certifications are valid and that owners of the state certificates are the same persons to whom CAMTC issued valid and current identification cards.

5. The massage establishment as proposed by the applicant would not comply with all applicable laws, including, but not limited to, health, zoning, fire and safety requirements and standards.

6. The applicant is a natural person under 18 years of age.

E. **Decision.** If the Director determines that an applicant does not fulfill the requirements as set forth in this Chapter, the Director must deny the application. The Director may issue the license with conditions. The Director must serve the applicant with a written decision stating whether the application is approved, conditionally approved, or denied within 60 calendar days of the filing of the completed application. The foregoing sixty-day deadline is precatory only; failure to meet this deadline does not affect the power of the Director to act on the application. The notice must state the reasons for the denial, the right of the applicant to appeal the decision, and that Director's decision may be appealed in compliance with Section 5.16.100 (Appeals).

F. **Right to Appeal.** An applicant may appeal the Director's decision denying an application for a massage establishment license in accordance with the procedures set forth in this Chapter. The Director's decision is final if no written appeal is timely submitted to and received by the City.

G. **Limit on Reapplication.** If the Director denies the application, a new application may not be submitted for a period of one year.

#### **5.16.070 License Restrictions and Regulations.**

A. **Employees.** It is the responsibility of the licensee to ensure that each and every person who performs massage on the premises holds a CAMTC license issued by the state of California. The licensee shall notify the city, in writing, of the name and address of each person employed at the licensed establishment within five working days of employment. The requirements of this section are in addition to the other provisions of this chapter and zoning code and nothing contained herein shall relieve the licensee of the responsibility of ascertaining, prior to employment, whether said person has an active, unrevoked massage technician's license from CAMTC.

B. **Name of Business.** No licensee licensed under this chapter may operate under any name or conduct the business under any designation not specified in the license.

C. **Licenses Not Assignable.** No massage establishment license may be sold, transferred or assigned by the licensee, or by operation of law, to any other person or persons. Any such sale, transfer or assignment, or attempted sale, transfer or assignment, shall be deemed to constitute a voluntary surrender of such license and such license shall thereafter be deemed terminated and void, provided and excepting, however, that if the licensee is a partnership and one or more of the partners should withdraw, one or more of the remaining partners may acquire, by purchase or otherwise, the interest of the partner or partners who withdrew without effecting a surrender or termination of such license and in each case the licensee shall thereafter be deemed to be the surviving partner(s).

D. **Vested Rights.** No license granted herein shall confer any vested right to any person or business for more than the license period. All massage operators, managers and technicians subject to this chapter shall comply with the provisions of this chapter as they may be amended hereafter. Issuance of a massage establishment license does not create a land use entitlement.

E. **Sale or Transfer of License.** Upon the sale or transfer of any interest in a massage establishment or any entity owning such massage establishment, the license issued pursuant to this chapter shall be null and void unless the sale or transaction is to an applicant shown on the application for the license pursuant to which the establishment was operated. A new application under this chapter shall be made by any person desiring to own or operate such massage establishment.

#### **5.16.080 Massage Establishment License Expiration and Renewal.**

A. **License Term of Validity.** A massage establishment license is valid upon issuance and continues in effect for one year from date of issue. It expires automatically one year following the date of its issuance, unless suspended, revoked, or renewed in accordance with this Chapter.

**B. Renewal Application Deadline.** The licensee requesting renewal of its massage establishment license must file an application for renewal with the Director at least 60 calendar days before the expiration of the license. Failure to timely submit a renewal application before the expiration date of the license will result in the automatic expiration of the license on the expiration date. Any licensee allowing his or her license to lapse or expire may submit a new application and pay the corresponding initial application fees.

**C. Renewal Application Requirements.** A licensee may apply for renewal of a license by submitting a written application, under penalty of perjury, to the Director, who must conduct an investigation. The renewal application must provide all information required under Section 5.16.050 and shall also state that the licensee is currently operating under a massage establishment license, the location of the massage establishment, and the scheduled date for expiration of the license for which the licensee is seeking renewal. A licensee submitting a renewal application is required to update the information contained in the original license application and provide any new or additional information as may be reasonably required by the Director in order to determine whether the license should be renewed. The Director may adopt renewal application forms and procedures for this purpose. The applicant must pay a fee in an amount to be set by the City Council to defray the costs of processing the renewal license application.

**D. Decision on Renewal Application.** The Director must review the application for renewal and approve or deny the application, not later than the date of expiration of the license. The Director must renew a permit if he or she confirms the licensee has been and remains in current compliance with all conditions of the license, with all provisions of this Chapter, and with all State and local laws applicable to massage establishments.

#### **5.16.090 Grounds for Suspension, Revocation, and Nonrenewal of License.**

**A.** The Director may suspend, revoke, or refuse to renew any license issued under this Chapter in any of the following circumstances:

1. The Director makes any findings necessary to deny a permit under Section 5.16.060 of this Chapter.

2. The licensee failed to comply with the provisions of this Chapter or any regulations adopted pursuant to this Chapter, any term or condition imposed on the permit, California Business and Professions Code Section 4600 et seq., or any law of the State regulating massage establishments or massage technicians.

3. The licensee employs or uses one or more non-CAMTC certified massage practitioners or massage therapists to perform massage services.

4. The licensee has engaged in disqualifying conduct.

B. **Decision Appealable.** The licensee may appeal the Director's decision denying a renewal application, or suspending, or revoking a license, in accordance with the procedures set forth in this Chapter.

C. **Notice.** The Director must serve the licensee with a written notice of nonrenewal, suspension, or revocation. The notice must state the reasons for the action, the effective date of the decision, the right of the applicant to appeal the decision, and that the Director's decision will be final if no written appeal is timely submitted to and received by the City, pursuant to Section 5.16.100 of this Chapter. Suspension or revocation is effective 10 calendar days following the date of service of the notice. If an appeal is timely and properly filed in accordance with this Chapter, then the effective date of the notice is stayed.

D. **Surrender of License.** A licensee must immediately surrender his or her license to the Director upon said revocation or suspension becoming final.

E. **Limit on Reapplication After Revocation.** If the Director revokes a license, a new application may not be submitted for a period of one year.

#### **5.16.100 Appeals.**

Any appeal right provided for in this Chapter must be conducted as set forth in this section.

##### **A. Submission of Appeal**

1. An applicant or licensee may appeal the decision of the Director suspending, revoking, or denying a massage establishment license to a hearing officer by filing with the City Clerk a written notice of appeal within 15 calendar days from the date of service of the notice.

2. The notice of appeal must be in writing and signed by the person making the appeal, or his or her legal representative, and must contain the following:

- a. The name, address, telephone number of the appellant;
- b. A true and correct copy of the notice of the decision or action issued by the Director that the appellant is appealing;
- c. A specific statement of the reasons and grounds for making the appeal in sufficient detail to enable the hearing officer to understand the nature of the controversy, the basis of the appeal, and the relief requested; and
- d. All documents or other evidence pertinent to the appeal that the appellant requests the hearing officer to consider at the hearing.

3. At the time of filing the appellant must pay the designated appeal fee, which may be established by resolution of the City Council.

4. In the event a written notice of appeal is timely filed, the suspension, revocation, denial, or nonrenewal is not effective until a final order has been rendered and issued by the hearing officer. If no timely, proper appeal is filed in the event of a decision of denial, the license expires at the conclusion of the term of the license. If no timely, proper appeal is filed in the event of a suspension or revocation, the suspension or revocation is effective upon the expiration of the period for filing a written notice of appeal.

5. Failure of the applicant or licensee to file a timely and proper appeal, or the requisite fee, is a waiver of the right to appeal the decision of the Director and a failure to exhaust all administrative remedies. In this event, the Director's decision is final and binding.

#### **B. Hearing Procedure**

1. Administrative hearing officers must be selected in a manner that avoids the potential for pecuniary or other bias.

2. Upon receipt of the written appeal, the City Clerk shall set the matter for a hearing before a hearing officer. The hearing officer will preside over the appeal, hear the matter de novo, and conduct the hearing pursuant to the procedures set forth in this Chapter. The City bears the burden of proof to establish the grounds for the suspension, revocation, denial, or nonrenewal by a preponderance of the evidence. The issuance of the Director's notice of decision constitutes prima facie evidence of grounds for the suspension, revocation, denial, or nonrenewal.

3. The appeal must be held within a reasonable time after date of filing, but in no event later than 30 calendar days from that date. The City must notify the appellant of the date, time, and location of the hearing at least 10 calendar days before the date of the hearing.

4. At the hearing, the appellant may present witnesses and evidence relevant to the decision appealed, be represented by counsel, and confront and cross-examine witnesses. Appeal hearings are informal, and the formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. However, rules of privilege are applicable to the extent they are permitted by law; and irrelevant, collateral, and repetitious evidence may be excluded. The hearing officer may establish additional procedures not in conflict with the provisions of this section.

#### **C. Hearing Officer's Decision**

1. No later than 15 calendar days following conclusion of the appeal hearing, and after considering all of the testimony and evidence submitted at the hearing, the hearing officer will determine if any ground exists for the suspension, revocation, denial, or nonrenewal of the massage establishment license.

2. If the hearing officer determines that no grounds for the suspension, revocation, denial, or nonrenewal exist, the Director's notice of decision shall be deemed cancelled.

3. If the hearing officer determines that one or more of the reasons or grounds enumerated in the Director's notice of decision exists, the hearing officer must issue a written decision containing a finding and description of each reason or ground to uphold the Director's decision, and any other finding that is relevant or necessary to the subject matter of the appeal.

4. The decision of the hearing officer is final. The written decision must contain the following statement: "The decision of the hearing officer is final. Judicial review of this decision is subject to the time limits set forth in California Code of Civil Procedure section 1094.6."

#### **5.16.110 Massage Regulations.**

All massage establishments and massage technicians in the City must operate in conformance with the following regulations.

A. **CAMTC License Requirement.** It is unlawful for any person to perform, practice, or administer a massage within the City without first obtaining a certificate issued by the California Massage Therapy Council pursuant to Business and Professions Code Section 4600 et seq. (or successor provision or provisions). No licensee shall employ any person as a massage technician in that capacity who does not have a current and valid certificate issued by CAMTC pursuant to Business and Professions Code Section 4600 et seq. (or successor provision or provisions), or whose certificate is not in good standing.

B. **Management of Massage Establishments.** A licensee must have the premises supervised at all times when open for business by the operator or a designated manager. A person designated as the responsible managing officer shall be on the premises at all times of operation and must be registered with the Director by the owner to receive all complaints and citations. The appointment of a managing officer in charge must be in writing with the managing officer in charge acknowledging this appointment.

C. **Employee Register.** The massage establishment must maintain a register of all people employed as a massage technician by the establishment. The register shall be maintained on the premises for a minimum period of two (2) years after massage technicians cease their employment. The register must be updated when a massage technician is added or discontinues services at the establishment. Notification shall be provided to the City within 10 calendar days of the date an employee, massage technician, or independent contractor is added or discontinues service at the establishment. The register shall also be made available for inspection by representatives of the City at any time during the establishment's business hours. The register must include the following information:

1. The proper name of each massage technician, including his or her first, middle, and last names.



2. Any nicknames, pseudonyms, or aliases used by each massage technician.
3. Each massage technician's current residence address and relevant phone numbers
4. The age, date of birth, gender, height, weight, color of hair and eyes of each massage technician.
5. All information contained in a massage technician's massage certificate, including certificate number, date of issuance, and expiration date.
6. The date of hire and, if applicable, termination.

D. **Facility Requirements.** All massage establishments must comply with the following facilities requirements and any other conditions specified by the City.

1. A recognizable and readable sign shall be posted at the main entrance identifying the establishment as a massage establishment; provided that all such signs shall comply with the sign requirements of the City. The massage establishment permit and the massage certificate for each massage technician shall be displayed in an open and conspicuous place readily visible, such as in the lobby of the massage establishment.
2. If shower facilities are provided, an enclosed changing area, directly adjacent to the shower shall be provided. The changing area shall be designed to allow the patron utilizing the shower facility to exit the shower, and enter the changing area, without being exposed or visible to any other area of the massage establishment. A private changing area shall be provided for each shower facility provided. The minimum dimension of the changing area shall be 25 square feet, and meet ADA standards.
3. A minimum of one separate washbasin shall be provided in each massage establishment for the use of employees of any such establishment. Said basin shall provide soap or detergent and hot and cold running water at all times, and shall be located within or as close as practicable to the area devoted to the performing of massage services. In addition, there shall be provided at each washbasin sanitary towels placed in permanently installed dispensers.
4. The storefront windows of the massage establishment shall be transparent to provide clear visibility into the unit, and the windows shall not be obscured by curtains, blinds, or other temporary devices during operating hours; however, if the storefront windows are for a room where massage will occur this requirement shall not apply.

5. Table showers.

a. If an establishment is proposing the use of table showers in the facility, the entire massage room where the table shower is located shall be designed and built as a shower facility.

b. The floor and walls shall be designed and built to be waterproof per California Building Code requirements.

6. The room shall drain properly per the California Building Code.

**E. Operational Requirements.** All massage establishments must comply with the following operating requirements and any other conditions specified by the City.

1. It is unlawful and prohibited for any owner, operator, responsible managing employee, manager, licensee, employee or independent contractor expose any of his or her specified anatomical areas to another person at the massage establishment.

2. In no circumstance may any specified sexual activities take place at any time at the massage establishment; nor may any massage technician or employee make intentional physical contact with the specified anatomical areas of any client, patron, customer, or guest.

3. No person may live inside the massage establishment at any time. There shall be no beds located in areas not designated specifically as massage rooms. Locker facilities shall be provided for all employees and independent contractors. All personal items of the employees or independent contractors shall be kept in the lockers while at the establishment.

4. No massage establishment shall operate as a school of massage, or use the facilities as that of a school of massage.

5. No massage establishment employing a massage technician shall be equipped with tinted or one-way glass in any room or office.

6. There shall be no display, storage, or use of any instruments, devices, or paraphernalia which are designed for use in connection with specified sexual activities, including, but not limited to, vibrators, dildos, or condoms, or any goods or items which are replicas of, or which simulate, specified anatomical areas, or pornographic magazines, videos, or other material.

7. Each service offered, the price thereof, and the minimum length of time such service shall be performed shall be posted in a conspicuous public location in each massage business or establishment. All letters and numbers shall be capitals not less than one inch in height. No services shall be performed and no sums shall be charged for services other than those posted. This posting requirement shall not apply to exempt physicians and/or surgeons who employ or retain non-exempt persons to perform

massage therapy as part of licensed medical activities. All arrangements for services to be performed shall be made in a room that is not used for massage therapy.

8. Alcoholic beverages may not be sold, served, furnished, kept, consumed, imbibed, or possessed on the premises without a Conditional Use Permit approved in compliance with Chapter 20.550 (Use Permits - Minor and Conditional) and any applicable California Department of Alcoholic Beverage Control licenses.

9. Hours of operation shall be limited to the hours of nine a.m. to ten p.m. daily. The hours of operation shall be clearly displayed within a common area of the facility, or may be displayed as a form of window signage in compliance with Chapter 20.325 (Sign Standards).

10. The owner or operator of each massage establishment shall display the massage establishment license issued to the establishment and the CAMTC license issued to each massage technician employed in the establishment in an accessible and conspicuous place on the premises. CAMTC certified massage practitioners shall have his or her original state certification at his or her place of business and his or her identification card in his or her possession while providing massage services.

11. No massage services shall be provided to a patron that results in intentional contact, or occasional repetitive contact, with specified anatomical areas.

12. No person shall give, or assist in giving, any massage or other body treatment to any other person under the age of 18 years, unless the parent or guardian of the minor person has consented thereto in writing.

F. **Sanitation requirements.** All massage establishments must comply with the following sanitation requirements and any other conditions specified by the City.

1. Adequate equipment for disinfecting and sterilizing instruments used in performing the acts of massage shall be provided for any instruments used in performing any massage.

2. Hot and cold running water shall be provided at all times.

3. All walls, ceiling, floors, pools, showers, bathtubs, steam rooms, and all other physical facilities for the establishment must be in good repair and maintained in a clean and sanitary condition. Wet and dry rooms, steam and vapor rooms or cabinets, shower compartments, and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and table showers shall be cleaned after each use.

4. Clean and sanitary towels and linens shall be provided for each patron of the establishment or each patron receiving massage services. No common use of towels or linens shall be permitted.

5. Minimum ventilation and lighting shall be provided in accordance with the California Building Code.

G. **Attire requirements.** All employees, including massage technicians, must at all times while on the business premises, wear clean clothing that is not transparent, see-through, or that substantially exposes undergarments, breasts, buttocks or genitals.

H. Massage establishments are prohibited from operating in the same location where illegal activity previously occurred.

I. Massage establishments are prohibited from operating within 500 feet of another massage establishment.

#### **5.16.120 Fees.**

The City Council may establish by resolution, and from time to time may amend, the fees for the administration of this Chapter, including but not limited to, original application, renewal application, and inspection fees. Fees required by this Chapter are in addition to any other fees that may be required under any other section, provision, or chapter of this Code. No person may commence or continue any massage establishment in the City without timely paying in full all fees and charges required for the operation of a massage establishment. The amount of any fee, cost or charge imposed pursuant to this Chapter is a debt to the City of Stanton that may be recovered by any means authorized by law.

#### **5.16.130 Licensee Responsibility.**

It is the responsibility of a licensee to ensure that a massage establishment complies with all applicable State and locals laws, and any regulations promulgated thereunder, at all times. In construing and enforcing this Chapter and any regulations promulgated under this Chapter, the act, omission, or failure of an agent, officer, representative, or other person acting for or employed by a licensee, within the scope of his or her employment or office, shall in every case be deemed the act, omission, or failure of the licensee.

#### **5.16.140 Inspection And Enforcement.**

- A. **Violations Unlawful.** It is unlawful and declared a public nuisance for any person to operate, conduct, or maintain a massage establishment contrary to the provisions of this Chapter.
- B. **Right of Entry.** Personnel of the City's Community Development Department and Administrative Services and Finance Department, as well as the Sheriff's Department, have the right to enter the location of all interior and exterior portions of any massage establishment, and all rooms, buildings, structures, and portions thereof, during regular business hours, for the purpose of making reasonable unscheduled inspections to verify and enforce compliance with this Chapter and to ensure that the that the business is safe, clean, sanitary, and in good repair.
- C. **Interference with Inspection.** It is unlawful for any person having responsibility over the operation of a massage establishment to impede, obstruct, interfere with, or

otherwise not to allow, the City to conduct an inspection and, review or copy records, recordings or other documents required to be maintained by a massage establishment under this Chapter or under State law. Failure to cooperate with or refuse an inspection is subject to suspension, revocation, or nonrenewal of a license. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a massage establishment under this Chapter.

- D. **Criminal Penalties.** Any person who violates any provision of this Chapter is guilty of a misdemeanor punishable by a fine of up to \$1,000, or by imprisonment in the County jail not exceeding six months, or by both; except the City Attorney, in his or her discretion, may prosecute a violation of this Chapter as an infraction subject to the penalties in Chapter 1.10 of this Code.
- E. **Administrative Citations.** Administrative citations may be issued for violations of the provisions of this Chapter, as set forth in Chapter 1.12 of this Code; provided, however, that each violation is punishable by a fine of \$1,000.
- F. **Civil or Equitable Enforcement.** The City Attorney may bring a civil or equitable action to seek the abatement of any violation of this Chapter.
- G. **Aiding, Abetting, and Omissions.** Whenever in this Chapter any act or omission is made unlawful, it shall include causing, permitting, aiding, abetting, suffering, or concealing the fact of such act or omission.
- H. **Ongoing Violations.** Each and every day a violation is maintained, caused, aided, abetted, concealed, suffered, or permitted is a separate offense.
- I. **Remedies Cumulative.** The remedies, procedures, and penalties provided by this Chapter are cumulative to each other and to any other available under City, State, or federal law.

**SECTION 3.** **Amendment to SMC section 20.400.190.** The City Council of the City of hereby rescinds SMC section 20.400.190, which shall be marked “Reserved.”

**SECTION 4.** **Amendment to SMC section 20.215.020.** The reference to “Massage Establishments” in Section 20.215.020, Table 2-5 of the Stanton Municipal Code is hereby amended to read as follows:

Land Use	CN	CG	Specific Use Regulations
<i>Service Uses – General</i>			
Massage Establishments	—	P	MC 5.16

**SECTION 5.** **Amendment to SMC section 20.230.040.** The reference to “Massage Establishments” in Section 20.230.040, Table 2-11 of the Stanton Municipal Code is hereby amended to read as follows:

**SECTION 6. Effect of Restatement.** All restated, unamended provisions of the Stanton Municipal Code that are repeated herein are repeated only to aid decision makers and the public in understanding the effect of the proposed changes. Restatement of existing provisions does not constitute a new enactment.

**SECTION 7. Severability.** Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance, and, to that end, the provisions hereof are severable. The City Council of the City of Stanton declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this ordinance are declared invalid.

**SECTION 8. CEQA.** The City Council determines that the adoption of this Ordinance is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to the following provisions of the CEQA Guidelines, 14 California Code of Regulations, Chapter 3: the Ordinance is exempt under CEQA Guidelines Section 15378(b)(5) in that it is not a "project" under CEQA, and is an organization or administrative activity of the City that will not result in direct or indirect physical changes in the environment.

**SECTION 9. Adoption, Certification, and Publication.** The City Clerk of the City of Stanton shall certify the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published and/or posted in the manner required by law. This Ordinance shall take effect 30 days after its adoption.

**PASSED, APPROVED, AND ADOPTED** this 12<sup>th</sup> day of January, 2021.

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DAVID J. SHAWVER, MAYOR

ATTEST:

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PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
HONGDAO NGUYEN, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1107 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 8<sup>th</sup> day of December, 2020 and was duly adopted at a regular meeting of the City Council held on the 12<sup>th</sup> day of January, 2021, by the following roll-call vote, to wit:

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

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

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

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

\_\_\_\_\_  
CITY CLERK, CITY OF STANTON

## **CITY OF STANTON**

### **REPORT TO CITY COUNCIL**

**TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

**DATE: DECEMBER 8, 2020**

**SUBJECT: REVIEW OF PROPOSED CHANGES TO CR&R SERVICES/CHARGES  
AND APPROVAL OF A PROPOSITION 218 NOTICE**

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

On May 26, 2020 the City Council reviewed proposed changes to the services provided for by CR&R in Stanton and the associated fees. The Council reviewed the proposals and formed a subcommittee of Councilmembers Van and Ramirez to further study the issues and negotiate with CR&R.

After six months of negotiations and multiple meetings, the subcommittee and CR&R have come to a consensus on services and rates. Residential cart service will be changed from a two-cart system to a three-cart system (adding a third cart for recyclables). The additional fee for this service change and to charge for processing organics at the Anaerobic Digestion facility is \$3.40 monthly. The fees for commercial bin services will be reduced from 10% to 15% depending on the type of service. Finally, the rates for commercial recyclable and organics services will be set at 75% of the rates charged for bins used for trash.

These changes are required to be approved through the Proposition 218 process. The attached Proposition 218 Notice (Notice) is a requirement of the process. Staff is asking for the Council's review/approval of the changes to the services and rates and of the Notice. The revised fees would become effective April 1, 2021 which is when the new residential carts would be delivered.

#### **RECOMMENDED ACTION:**

1. Declare that the project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15308 – Action by regulatory agencies for protection of the environment; and
2. Review the proposed rates for Commercial Organics and Recyclables Collection, proposed rates for Residential Collection, and proposed rates for Commercial Refuse Collection; and
3. Review said rates changes and determine if they are appropriate; and



4. Direct staff whether to proceed with the Notice and the Proposition 218 process.

## **BACKGROUND:**

CR&R has been the City's franchised hauler of refuse, recyclables, and organics for 30 years. The franchise agreement was negotiated in 1990, was restated in 2012 (Attachment #1), amended in 2015 (Attachment #2), and again amended in 2016 (Attachment #3). The franchise agreement includes both the provisions for the removal of refuse, recyclables, and organics from businesses and residences, and also for the operation of the Material Recovery Facility (MRF) on Knott Avenue.

The fees for removal services are per rates originally approved by the City and adjusted annually by the change in the Consumer Price Index (CPI). CR&R has increased rates for commercial and residential services per this formula most years. However, the rates for residential services were dropped and frozen in the 2016 amendment until July 1, 2022.

Over the years, the State has increase regulations regarding waste diversion and recycling services. State law (Assembly Bills 1826 and 341) requires that all commercial generators that generate four or more cubic yards of waste per week subscribe to a recycling program and/or an organics recycling program if the commercial generator generates organic waste. Organic waste includes food waste, food-soiled paper, landscaping waste, and non-hazardous wood waste. Additional legislation, SB 1383, will make it mandatory for nearly all businesses, multi-family, and residential homes to recycle organic waste materials by January 1, 2022. SB 1383 further requires cities to adopt a mandatory organics recycling ordinance with monetary penalties for non-attainment on or before January 1, 2022 in order to ensure full compliance.

In response to these regulations, CR&R began providing the collection of organic materials on October 1, 2016 per the First Amendment to their Franchise agreement. The collection of organics for both residential and commercial customers was implemented using additional containers for the organics. These services were to be done at no cost to the customers until July 1, 2019. The First Amendment stipulated that costs after July 1, 2019 were to be proposed to the City prior to May 1<sup>st</sup> of the year in which the rates would be adjusted. CR&R submitted for proposed rates after May 1, 2019 and were not legally able to implement rates for organics.

In May, CR&R has requested a modification of the collection of waste from single family residences from a two-cart to a three-cart system. The change is due to the inability to continue to separate recyclables from other trash and have a non-contaminated product that is marketable

Additionally, CR&R has requested to begin to charge for the collection of food waste and recyclables from commercial customers. Currently there is no charge for these services.

Finally, CR&R requested and did not receive approval to increase rates July 1, 2020 for the Consumer price Index increase. The next CPI increase will be July 1, 2021.

### **ANALYSIS/JUSTIFICATION:**

The original submittal by CR&R proposes three changes to services and rates:

#### **Commercial Rate Increases Due to CPI and Landfill Adjustment**

CR&R originally proposed to increase their commercial rates due increases in CPI and landfill rates. The increase is approximately 2.1% for all levels of commercial service. These rate increases are allowable but not required to be accepted by the City. This request was ultimately not approved by the City Council and was sent to the subcommittee for further review.

The rates for commercial collection accounts in Stanton have historically been higher than most cities in Orange County. The attached rate survey (Attachment #5) from the City of Irvine has the rates for a variety of bin sizes collected at various frequencies. In comparison of rates between cities, a 3-yard bin collected weekly is the typical standard. The current rate, per this survey, for Stanton is \$184.12 and is the second highest rate of the 34 cities surveyed with only Fullerton being higher.

The subcommittee asked that the 3-yard bin collected weekly be reduced so that the rate would be somewhere in the middle of the rates charged to other cities. CR&R has proposed to reduce this rate from \$184.12 to \$156.50, which is a 15% reduction. All other commercial trash rates are proposed to be reduced by 10%.

#### **Commercial Organics and Commercial Recycling**

CR&R also proposed that the rates for Commercial Recycling and Commercial Organic collection be implemented at 80% of the rates for established rates for trash bin service. The reduction in the rate is typical of most refuse services in other cities as it is a financial encouragement for recycling.

Although the reduction in costs is a benefit to the City, many cities have much higher reductions in costs for these programs. For example per the City's consultant EcoNomics in their memo dated February 26, 2020 (Attachment #5), the cities of Laguna Hills, Mission Viejo, Laguna Niguel, Lake Forest, San Juan Capistrano, Orange, and Santa Ana have a 50% reduction incentive for their commercial organics rates. As stated earlier, CR&R's rates for commercial collection are already almost the highest in the County, so it would be reasonable that a larger reduction in Organics and Recycling rates could be achieved. Up to this time, these services have not been charged to Stanton businesses.

After negotiation CR&R has proposed to lower these rates to 75% from the original proposal of 80%.

## **Single Family Service Changes and Rate Increases**

CR&R has also proposed in their letter dated May 6, 2020 to change the single family residential cart collection system to a three-cart system. They have indicated that mixed-waste processing as is done in the current collection system in the "black" carts is being phased out and that a third recyclable cart is needed in order to keep these materials clean and uncontaminated for markets.

They have proposed that the current rate of \$19.95 be increased \$3.40 a residence in two phases of \$1.70 each. As such the rate would be increased to \$21.65 starting April 1, 2021 and to \$23.35 for fiscal year 21/22. They have asked that a CPI increase also be granted for fiscal year 21/22 and future years.

As noted by CR&R in their request, the Second Amendment stipulated that rates for residences were to be frozen until July 1, 2022. This was a concession by CR&R after lengthy discussions as to how the residential rates were amongst the highest in the County. The attached rate survey for single family waste collection in the County (Attachment #6) indicates that with these rate increases that Stanton would once again be near the top of residential rates. However it is likely that other cities are considering rate increases to similar issues. In fact, the new residential rate will be similar to other Orange County cities that have recently either gone out for bid or renegotiated their existing contracts.

The subcommittee found that the change to services is necessary and that the proposed rate is in the middle of other rates charged to cities in Orange County. As such the proposed changes to services and rates are accepted.

### **Proposition 218**

Proposition 218, the Right to Vote on Taxes Act was approved by California voters in November 1996. In part, Proposition 218 requires the City to conduct a majority protest proceeding before imposing or increasing any property-related fees. Specifically, Proposition 218 requires the City to hold a public hearing and mail a Notice of the public hearing to the record owner of and any tenant who is directly liable for the payment of the proposed fees. The Notice must be mailed at least forty-five (45) days prior to the date of the public hearing regarding the proposed fees. Property owners and affected tenants can protest the proposed fees by submitting a written protest to the City. If protests for more than half of the affected parcels are received, the City cannot approve the proposed fees.

The attached Proposition 218 Notice (Attachment #7) provides a complete list of new solid waste rates. The rates include residential and commercial (which includes multi-family residential and industrial) customers subject to Proposition 218 requirements.

**FISCAL IMPACT:**

Waste fees are collected by CR&R directly, so this action has no direct cost to the City. The franchise agreement with CR&R calls for a 10% franchise fee, so that revenue will decrease slightly with the change in rates as a result of these actions.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15308.

**LEGAL REVIEW:**

The City Attorney has reviewed and revised the Proposition 218 Notice.

**PUBLIC NOTIFICATION:**

Notifications were performed through normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

5 – Provide a high quality of life

Prepared by:



Allan Rigg  
Public Works Director

Approved by:



Jarad Hildenbrand  
City Manager

**Attachments:**

- 1) Franchise Agreement
- 2) First Amendment to Franchise Agreement
- 3) Second Amendment to Franchise Agreement
- 4) Commercial Rate Survey from City of Irvine
- 5) Memo from EcoNomics
- 6) Residential Rate Survey from City of Irvine
- 7) Proposition 218 Notice

# Attachment #1

b. Proof of Public Liability Insurance coverage.

SECTION 31. Public Resources Code Section 49520. By execution of this Agreement, Contractor expressly waives any and all rights Contractor may have had under California Public Resources Code Section 49520.

SECTION 32. Application Fee. Contractor agrees to pay City an application fee of Two Thousand Five Hundred Dollars (\$2,500.00). Said fee is intended to reimburse City for all direct and indirect expenses incurred in the granting of this Franchise.

SECTION 33. Law Governing. This Agreement and the rights of the parties hereunder shall be interpreted under the laws of the State of California.

SECTION 34. Attorneys Fees. If either party commences legal action to enforce or interpret the terms of this Agreement, the prevailing party therein shall be entitled to reasonable attorneys fees and costs of suit.

SECTION 35. Prior Agreement. The parties hereto are parties to an "Exclusive Franchise Agreement" made and entered into on the 1st day of November, 1990 and amended from time to time (the "Prior Agreement").

The parties hereto agree that upon execution of this Amended and Restated Agreement the Prior Agreement as amended is superceded in its entirety and shall have no further force or effect.

IN WITNESS THEREOF, we, the authorized agents of the contracting parties, by our duly authorized agents, do hereby affix our signatures this 22<sup>nd</sup> day of May, 2012.

CITY OF STANTON

By Cool S. W.  
Mayor

ATTEST:

[Signature]  
Deputy City Clerk

CR&R

By [Signature]  
Clifford Ronnenberg, President

IT IS A PLEASURE TO SEND THE ENCLOSED  
MATERIAL WHICH YOU REQUESTED



Contact: Patricia A. Vazquez

Department: Administration

City of Stanton

7800 Katella Avenue  
Stanton, California 90680

Signed Original for your files

Full Contact: Section 49520, 001112, 11/11



May 23, 2012

Mr. Cliff Ronnenberg  
President  
CR&R  
11292 Western Avenue  
Stanton, CA 90680

**SUBJECT: AMENDED AND RESTATED FRANCHISE AGREEMENT**

Dear Mr. Ronnenberg:

At the City Council meeting of May 22, 2012, the City Council approved the Amended and Restated Franchise Agreement for an Integrated Waste Management System. Enclosed are two original copies of the agreement. Please sign and return both to my office. The City will send back a fully executed copy.

I would like to personally thank you and David Fahrion for all the work and effort in making this amendment successful.

Should you have any questions or concerns, please feel free to contact me at 714-890-4241.

Sincerely,

A handwritten signature in cursive script, appearing to read "Carol Jacobs".

Carol Jacobs  
City Manager

enclosures

AMENDED AND RESTATED FRANCHISE  
AGREEMENT FOR AN INTEGRATED WASTE  
MANAGEMENT SYSTEM

THIS AMENDED AND RESTATED FRANCHISE AGREEMENT is made and entered into this 22<sup>nd</sup> day of May, 2012, by and between THE CITY OF STANTON, a municipal corporation (hereinafter "City"), and CR&R, INC. and its subsidiaries STANTON DISPOSAL COMPANY (SDC), HAULAWAY STORAGE CONTAINERS (HAC), C R TRANSFER (CRT), (collectively referred to hereinafter as "CR&R" or "Contractor").

RECITALS

WHEREAS, Pursuant to Public Resources Code Section 40059, the City Council of City has determined that the public interest, convenience, and necessity require that an exclusive franchise be awarded to a qualified person or entity for the management, collection and disposal of all solid waste including any and all recyclables within the solid waste, within the corporate boundaries of City; and

WHEREAS, Contractor has demonstrated its abilities and qualifications to perform such services; and

WHEREAS, Contractor has agreed to perform such services and to create an integrated waste management system upon the terms and conditions hereinafter set forth; and

WHEREAS, the City Council of City has determined that the execution of this Agreement is required by the public interest, convenience and necessity.

WHEREAS, the parties entered into a Franchise Agreement dated November 1, 1990, which was amended on various dates regarding the rates to be charged, and in other respects on August 1, 1991, November 12, 1996, April 23, 2003, August 23, 2005, and March 23, 2010.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Definitions. Whenever any term used in this Agreement has been defined by Chapter 6.04 of the Stanton Municipal Code, the definitions contained in said Section shall govern the meaning of such terms for the purpose of this Agreement, unless such term is otherwise specifically defined herein, or unless it is obvious from the context hereof that another meaning is necessarily intended.

SECTION 2. Grant of Franchise. Pursuant to applicable law, Contractor is hereby granted an exclusive franchise to collect and dispose of solid waste from all residential, commercial and industrial properties within the corporate boundaries of City and to operate an integrated waste management system. This exclusive franchise shall also include all roll-off/debris box and clean up bin rentals.

SECTION 3. Term.

3.1 The term of this Agreement shall commence November 1, 1990 and



expire October 31, 2005. Provided, however, that commencing November 1, 1991, and every year thereafter, automatic one year extensions shall be applied to said agreement so that the term of the Agreement shall remain fifteen years.

3.2 Should either party desire that said automatic one year renewal and extension provision be terminated, such party must give the other written notice of such termination thirty (30) days prior to November 1 of any year of the Agreement. Such notice shall terminate the automatic one year renewals and extension provision, and the Agreement shall remain in effect for the balance of the term (15 years) then outstanding.

SECTION 4. Services Provided. Contractor shall provide the following services:

4.1 Scope of Work: Contractor shall collect and dispose of all solid waste from each residential, commercial or industrial subscriber. Any subscriber missed on the regular collection date shall be serviced within twenty four (24) hours of notice thereof.

4.2 Collection Days and Hours: Solid waste shall be collected only during the following days and hours:

- a. Residential: Residential solid waste shall be collected between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday.
- b. Commercial/Industrial: Commercial and industrial solid waste shall be collected between the hours of 5:00 a.m. and 8:00 p.m., Monday through Saturday.
- c. Holidays: Should any regularly scheduled collection date fall on a legal holiday, or on any other day when the County landfills or transfer station is closed, collection shall be made on the next succeeding day which is not a holiday.
- d. Emergency: Collection necessitated by an emergency may be made at different hours or on different days, subject to the prior written approval of the City Manager.
- e. Pick-up Schedules: Presently existing pick-up times, dates and routes shall be continued unless and until changed pursuant to this Agreement. A copy of such pick-up times and dates, and a map of all routes, shall be provided to City upon the effective date of this Agreement.
- f. Changes in Pick-up Day: Contractor shall provide City and all affected subscribers at least one week written notice of all regular pick-up day changes. An updated copy of pickup times and dates, and a map of all routes, shall be provided to City prior to any such change.

4.3 Automated Residential Collection: Contractor shall implement and operate an automated system for collection of solid waste from all single family detached dwellings in the City. The system shall include the issuance to each residence of a 100 gallon automated refuse can which shall be maintained and replaced by Contractor. Additional cans shall be made available at the rate specified in Exhibit "A."

In advance of the implementation date Contractor shall conduct a public information program by mailed notice and any other reasonable means to adequately alert and inform the residents of the automated system. The program shall include information describing the system, the implementation date, the need

for cooperation and involvement, and the information described in 4.2 above.

4.4 Disposal. Contractor shall endeavor to dispose of all solid waste collected as cost effectively as possible. Contractor shall be responsible for all transfer station and landfill charges.

4.5 Curbside/Right of Way Service.

- a. Contractor shall provide for the collection of bulky items for residences that use curbside solid waste collection on an on-call basis at no extra charge. Bulky items shall include, but not be limited to, refrigerators, mattresses, rugs, water heaters and other items which can be handled by a two man crew and would otherwise be accommodated within the automated collection container furnished by CR&R. Requests for collection of bulky items shall be responded to within two (2) business days or the next regularly scheduled collection day excluding Saturdays, whichever is earlier. Contractor shall prepare, keep current, and provide to the public, information specifically describing the bulky item collection service.
- b. In addition to the on-call curbside collections, the Contractor shall twice a year, in coordination with the City as to time and location, provide a bulky item drop-off point at no charge to Stanton residents. Contractor shall request proof of Stanton residency in the form of driver's license, utility bill or other such documents sufficient to verify Stanton residency.

City and Contractor shall cooperate to ensure that all residents receive notice of the special clean-up day at least two weeks prior to the designated date.

Christmas tree collection shall be provided at no extra cost to City residents, as long as the trees are set out on one of the next two collection days following Christmas.

- c. Contractor shall provide for the collection and disposal of bulky items and other trash or waste such as; furniture, appliances, tires and miscellaneous household items in streets, parkways, alleys and other public rights of way in the City on an on-call basis at no extra charge. Requests for collection of bulky items or trash in the public right of way shall be responded to within twenty (24) hours.
- d. Abandoned vehicles and objects or appliances larger than conventional household furniture or appliances as well as hazardous, special and medical wastes are exempt from the retrieval service, provided however, that these exempt items noted within the right-of way are to be immediately reported to the City.

4.6. Local Office. Contractor shall maintain an office within the City, or within reasonable proximity to the City, through which Contractor's representatives can be contacted. Said office shall be equipped with a sufficient number of telephones to ensure that subscribers have adequate access. The telephones shall be operator answered during the hours of 8:00 a.m. to 5:00 p.m. on all regular collection days. The local telephone line shall be available to the residents of City toll free. An automatic answering device or service shall be operable

between 5:00 p.m. and 8:00 a.m.

4.7. Complaints. All service complaints shall be attended to within twenty four (24) hours of their receipt and Contractor shall take all steps reasonably necessary and required to satisfy such complaints.

Where a particular complaint cannot be amicably resolved, the matter shall be referred, by the Contractor or customer, to the City Manager. The City Manager shall take such steps as may be necessary to conduct an adequate investigation of the circumstances surrounding such complaint, and shall resolve the dispute. The decision of the City Manager shall be final and conclusive.

4.8. City Facilities. Contractor shall provide receptacles and collect and dispose of all solid waste from any and all City facilities and public parks at no charge.

4.9. Minimum Standards of Service. Contractor shall ensure that the following minimum standards of service are met:

- a. after a refuse receptacle has been emptied into a refuse truck, it shall be replaced in an upright position at the place where presented for collection;
- b. refuse receptacles shall not be thrown from a truck to the ground, but placed on the ground in a manner that will prevent damage to the receptacles. Contractor shall take all steps necessary to ensure that receptacles are treated by its employees and agents in a reasonable manner so as to prevent damage or destruction thereto;
- c. Contractor shall cause all spills of refuse occurring during the collection process to be cleaned up, forthwith, by its employees;
- d. the Contractor shall take all steps necessary to ensure that its employees conduct themselves in a workmanlike manner, and as quietly as possible; and
- e. all employees of Contractor shall at all times of employment be dressed in clean uniforms with suitable identification. No employee may remove any portion of this uniform while working.

4.10 Solid Waste. Transfer Station and Materials Recovery Facility. At all times during the term of this Agreement, Contractor shall maintain within the City an operational and operating Solid Waste Transfer Station and Materials Recovery Facility to collect all solid waste, separate all recyclable solid waste and then accumulate all non-recyclable solid waste for transfer to disposal locations.

SECTION 5. Equipment and Maintenance. Contractor shall provide an adequate number of vehicles for all regular and special collection services. Contractor shall provide commercial and industrial subscribers with appropriate commercial bins, and may supply residential subscribers with containers or debris boxes as requested.

All equipment shall be maintained as follows:

- a. Each vehicle used by Contractor shall at all times comply with all applicable provisions of the California Vehicle Code, and shall be inspected, at least once each year, using the "Critical Item Inspection" criteria as approved by the California Highway Patrol. The results of said inspections shall be made available to the City Manager upon request

- b. All vehicles used for the collection or transport of solid waste shall be equipped with devices capable of covering every open section of the vehicle in which solid waste may be placed, and while operating upon the public rights-of-way, shall be covered so as to prevent any solid waste from falling or being blown or otherwise dislodged from the vehicle;
- c. All vehicles used for the collection or transport of solid waste shall be continuously maintained in a watertight condition;
- d. All vehicles shall be painted periodically, which shall include all necessary body work, so that such vehicles do not become unsightly, as determined by the City Manager;
- e. The name, address and telephone number of Contractor shall be printed or painted in letters not less than 3 inches in height on both sides of each vehicle or conveyance;
- f. Each vehicle used for the collection or transport of solid waste shall be maintained in a reasonably neat, clean, and sanitary condition;
- g. All vehicles used for the collection or transport of solid waste shall carry a broom, shovel, and operable fire extinguisher;
- h. All containers supplied to subscribers shall be maintained in a clean condition and in good repair; and
- i. All containers supplied to subscribers shall be maintained in accordance with County Health Department standards and requirements.

SECTION 6. Personnel. Contractor shall employ sufficient personnel to ensure that all services required under this Agreement are properly carried out.

Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

In all solicitations or advertisements for employees placed by or on behalf of Contractor, and on its employment applications, in clear and easily readable print, Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, sex, age, creed, color, religion, or national origin.

#### SECTION 7. Franchise Fee.

7.1 In consideration of the exclusive right to collect and dispose of solid waste within the corporate boundaries of City, Contractor shall pay to City, in lawful money of the United States, a franchise fee in the amount of ten percent (10%) of the gross receipts of Contractor (including any subcontractor of Contractor) from the residential and commercial services provided in the Agreement.

The Franchise Fee shall be paid by Contractor to City within 30 days of the conclusion of each month during the term hereof. Said payment of the Franchise Fee shall be accompanied by a statement in writing, certified by Contractor to be correct, showing the gross receipt figures by which the

Franchise Fee was calculated. Further in that regard, Contractor shall keep full, complete and proper books, records and accounts of the gross receipts of Contractor per the Agreement. The failure to provide payment of the Franchise Fee will be considered a material non-performance and the Agreement will be subject to termination pursuant to Section 15 of the Agreement.

CITY shall have the right, at any and all times during regular business hours, to examine, inspect and copy, at CITY's expense, all of the books and records of Contractor pertaining to the computation of the gross receipt, for the purpose of investigating and verifying the accuracy of any statement of gross receipts which may be furnished to City by Contractor under this Section 7 (a). Said records shall be available for inspection either at Contractor's corporate headquarters or as selected by City, for a period of one calendar year following City's receipt from Contractor of any such statement. CITY may, once in any calendar year, cause an audit of the business of Contractor to be made by a 'certified public accountant of City's selection and of national repute, and if the statements of gross receipts previously made to City shall be found to be inaccurate, then and in that event, there shall be an adjustment, and one party shall pay to the other on demand such sums as may be necessary to settle in full any inaccurate amount of Franchise Fee that should have been paid to City for the period or periods covered by such inaccurate statement or statements, with interest at 7% per annum, from date of actual or required payments until the date of the corrective payment hereunder. If said audit shall disclose an understatement of greater than 5% with respect to the amount of gross receipts for the period of said report, then Contractor shall immediately pay City the costs of such audit; otherwise, the costs of such audit shall be paid by City. The acceptance by City of any Franchise Fee payment as and for such gross receipts shall not be an admission of the sufficiency thereof nor of the accuracy of any statement furnished by Contractor, but City shall be entitled at any time within one calendar year after the receipt of any such Franchise Fee to question the sufficiency thereof and/or the accuracy of any statement furnished by Contractor to justify the same.

7.2 In consideration of the exclusive franchise provided in the Agreement, in conjunction with the operation of the Solid Waste Transfer Station and Materials Recovery Facility (the "TRANSFER STATION") within the City by CR&R, CR&R shall pay a Solid Waste Administration and Environmental Impact Fee (the "AEI Fee") on all solid waste tonnage delivered to the TRANSFER STATION, to be calculated as follows as to the first 2475 tons per day:

- a. Commencing on July 1, 2010, a per ton fee starting at \$.95 and increasing every July 1<sup>st</sup> by the Consumer Price Index (CPI) for the Los Angeles-Anaheim-Riverside area for all Urban Consumers (January through December of the prior year). On July 1, 2017 the per ton fee shall be increased to be \$1.60 per ton (unless such amount has been reached by CPI increases).
- b. Thereafter, the fee shall be increased every July 1<sup>st</sup> by the CPI to a maximum of \$2.00 per ton. For the purpose of this Section 7, solid waste shall mean any and all commercial or residential solid waste regardless of the characterization of its generation, including, but not limited to, commercial or residential solid waste, green waste, and construction and demolition waste.

7.3 When the permitted capacity at the TRANSFER STATION is increased beyond 2,475 tons of solid waste per day, the AEI fee shall be increased as agreed upon by both parties prior to accepting additional tonnage.

7.4 The AEI Fee shall be paid by Contractor to City within 30 days of the conclusion of each month during the term hereof. Said payment of the AEI Fee shall be accompanied by a statement in writing, certified by CR&R to be correct, showing the tonnage and per ton figures by which the AEI Fee was calculated. Further in that regard, Contractor shall keep full, complete and proper books, records and accounts of the tons of solid waste processed at the TRANSFER STATION. The failure to provide payment of the AEI Fee will be considered a material nonperformance and the Agreement will be subject to termination pursuant to Section 15 of the Agreement.

7.5 CITY shall have the right, at any and all times during regular business hours, to examine, inspect and copy, at CITY's expense, all of the books and records of Contractor pertaining to the computation of the tonnage at the TRANSFER STATION, for the purpose of investigating and verifying the accuracy of any statement of tonnage which may be furnished to City by Contractor under Section 7.4. Said records shall be available for inspection either at Contractor's corporate headquarters or the TRANSFER STATION as selected by City, for a period of one calendar year following City's receipt from Contractor of any such statement. CITY may, once in any calendar year, cause an audit of the business of Contractor at the TRANSFER STATION to be made by a certified public accountant of City's selection and of national repute, and if the statements of tonnage previously made to City shall be found to be inaccurate, then and in that event, there shall be an adjustment, and one party shall pay to the other on demand such sums as may be necessary to settle in full any inaccurate amount of tonnage AEI Fee that should have been paid to City for the period or periods covered by such inaccurate statement or statements, with interest at 7% per annum from date of actual or required payments until the date of the corrective payment hereunder. If said audit shall disclose an understatement of greater than 5% with respect to the amount of tonnage due for the period of said report, then Contractor shall immediately pay City the costs of such audit; otherwise, the costs of such audit shall be paid by City. The acceptance by City of any AEI Fee payment as and for such tonnage shall not be an admission of the sufficiency thereof nor of, the accuracy of any statement furnished by Contractor, but City shall be entitled at any time within one calendar year after the receipt of any such AEI Fee to question the sufficiency thereof and/or the accuracy of any statement furnished by Contractor to justify the same.

## SECTION 8. Rates.

8.1 Current rates: The rates charged by Contractor for collection and disposal services shall be as set forth in the Schedule of Rates and Charges attached hereto as Exhibit "A". Rates and charges shall increase as set forth in Exhibit "B" attached hereto.

8.2 Modification of rates: The rates charged by Contractor for collection and disposal services may be modified in the following manner:

- a. A request for modification of the rates established in Exhibit A shall be made in writing by Contractor to the City Manager. The request shall specify each modification and shall include the basis, reasons and justification thereof. The City may require that Contractor pay the costs of notice to the public which may be required by Proposition 218 or other provision of law which are deemed to be applicable to any rate modification.
- b. Within 30 days of such request the City Clerk shall set a public hearing, at which time the City Council shall consider the request after hearing from the Contractor and any member of the public wishing to be heard.
- c. The decision of the City Council with respect to such request shall be final.
- d. The rates may be increased annually by the percentage increase in the Consumer Price Index ("CPI") by measuring the twelve (12) month change in the CPI, for the year ending in March, through the use of the CPI publications of the Bureau of Labor Statistics, United States Department of Labor or its successor as published for All Urban Consumers All Items, Los Angeles - Anaheim - Riverside Area (1982-84=100). In the event such CPI ceases to be published, the parties shall utilize such substitute index as common in the industry to measure cost of living increases. The City Manager may approve such CPI adjustment upon receipt of a written request of the Contractor; provided that any such CPI increase by the City Manager shall be limited to a maximum five percent (5%) increase. In the event the CPI increase exceeds five percent (5%) or any other rate increases are included in the written request of Contractor, the rate increase request shall be scheduled for public hearing of the City Council as provided in this sub-section 8 (d).

**SECTION 9. Delinquent Accounts.** Contractor may discontinue service as set forth in this section, subject to prior approval of City. Persons who have not remitted required payments within 45 days after the date of billing shall be notified on forms approved by City. Said forms shall contain a statement that services may be discontinued 30 days from the date of notice if payment is not made before that time. Upon payment of the delinquent fees, Contractor shall resume collection on the next regularly scheduled collection day.

Contractor may charge a redelivery fee for containers removed due to nonpayment, and may also require payment in advance for reinstatement of future service. All such fees and payments shall be subject to the approval of City, and are noted in Exhibit "A".

Contractor shall be responsible for collecting delinquent charges for services it renders to customers. Contractor shall employ measures, consistent with federal and California laws regulating the collection of debts, to obtain payment of charges including use of its own employees to obtain judgments in Small Claims Court and to enforce such judgments. The Contractor may suspend or terminate MSW Collection services to any premises if the owner or occupant thereof (or other party responsible for payment) is delinquent in payment of Contractor's bills to the extent permitted by state and federal law and as is otherwise consistent with this Agreement.

**SECTION 10. Customer Billing.** Contractor shall: (i) bill or cause to be billed customers for Municipal Solid Waste (MSW) and Recyclable Materials Collection at the City-established rates; (ii) maintain accurate billing and payment records; and (iii) bill customers on a monthly, bimonthly or quarterly schedule as approved

by the City. Customer's bills shall be itemized showing the charges for each classification of services. Contractor shall maintain copies of billing records for a period of five (5) years after the date of service. Contractor may maintain these records in hard copy or electronic form.

SECTION 11. Refunds. Contractor shall refund to each subscriber, on a pro rata basis, any advance service payments made by such subscriber for service not provided when service is discontinued by the subscriber and the subscriber requests a refund for the services not provided.

SECTION 12. Insurance. At all times during the term of this Agreement Contractor shall maintain in full force and effect the following insurance coverages, in not less than the following amounts:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability except automobile	\$2,000,000 \$5,000,000 aggregate
Automobile Bodily Injury Damage Liability	\$,000,000 each occurrence \$5,000,000 aggregate
Excess Umbrella Liability	\$10,000,000

At all times during the duration of this Agreement, Contractor shall maintain on file with the City, certificates of insurance which shall evidence the existence of the insurance coverage required pursuant to this Agreement. With the exception of Workers' Compensation, such certificates shall bear endorsements which shall name the City, its elected and appointed officers, employees and agents as additional named insureds, and shall further provide that policies to which such certificates relate cannot be materially altered or terminated or cancelled except upon thirty (30) days prior written notice to City of such modification, termination or cancellation. The provisions of this section shall not, in any way, affect the independent obligation of Contractor with respect to indemnification (Section 13).

SECTION 13. Indemnity. Notwithstanding the provisions of Section 12 hereof regarding insurance, and not in satisfaction of said section, Contractor and its successors in interest shall defend, indemnify, save harmless and exempt City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expenses, including attorneys' fees, incident to any work done in the performance of this Agreement arising out of or alleged to arise out of the acts or omissions of the Contractor, its officers, agents, or employees. In addition, Contractor and its successors in interest shall indemnify, protect, defend (with legal counsel reasonably acceptable to the City), and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively "Claims") arising out of or in any way relating to this Agreement, any discretionary approvals granted by the City related to the permitting of the TRANSFER STATION or any other facility of Contractors in the City of Stanton, or any claims regarding environmental review under California Environmental Quality Act, Public Resources Code Section 21000 et seq., relating to the Contractors' facilities or permits.



SECTION 14. Permits. Contractor shall be responsible for obtaining and maintaining all licenses, permits or other entitlements necessary or convenient for the performance of the services required hereunder, including but not limited to City business licenses. Contractor shall be responsible for the payment of all fees, charges, taxes and other costs in connection therewith.

SECTION 15. Termination This Agreement may be terminated at any time during the term thereof only as follows:

- a. By mutual agreement of the parties hereto, evidenced by an appropriate written instrument; or
- b. Where the City Manager determines that the Contractor's performance has not been in conformity with the provisions of this Agreement or any applicable law, including but not limited to the relevant provisions of the Stanton Municipal Code. In such case, the City Manager shall, in writing, advise Contractor of such deficiencies, and set, in such written instrument, a reasonable time within which correction of all such deficiencies is to be made; unless otherwise specified, a reasonable time for correction shall be deemed to be thirty (30) days from the receipt by the Contractor of such written notice. If within said thirty (30) day period of time (or other period of time, as maybe specified by the City Manager), the Contractor does not correct such deficiencies to the reasonable satisfaction of the City Manager, the City Manager shall advise the City Council of such circumstances; the City Council, in such case, shall, as soon as is possible, set the matter for hearing. The City Council shall give Contractor, and any other person requesting the same, ten (10) days written notice of the time and place of such hearing. At the time of such hearing, the City Council shall consider the report of the City Manager indicating the deficiencies, and shall give the Contractor, or its representatives and any other interested person, a reasonable opportunity to be heard in conjunction therewith. If the City Council, at the conclusion of such hearing, determines, based upon reliable evidentiary material, that the performance of Contractor is not in conformity with the Agreement, as alleged by the City Manager, the City Council shall terminate, forthwith, the Agreement. The decision of the City Council shall be final and conclusive. Contractor's performance under this Agreement is not excused during the period of time prior to the City Council's final determination as to whether such performance is deficient.

SECTION 16. Temporary default by Contractor. In addition to any other remedies provided in this Agreement, where Contractor, for any reason, abandons or ceases to perform collection and disposal services for a period in excess of five (5) working days, and the City Manager determines that it is necessary for solid waste collection and disposal to be temporarily undertaken by City, or other entities engaged by City, City shall:

- a. notify Contractor by mail that Contractor has failed to perform solid waste collection and disposal services for a period in excess of five (5) working days, and of City's intent to temporarily provide such services at Contractor's expense and with the use of Contractor's equipment;
- b. be entitled to the use of Contractor's equipment during such time as City, or entities engaged by City for such purpose, assumes Contractor's collection and disposal obligations under this Agreement;
- c. have access to Contractor's records for the purposes of billing, and shall retain all payments and funds received for the period during which City provides services

- d. charge Contractor for the actual costs of such services as determined by City's standard accounting practices, and the sum of Five Hundred Dollars (\$500.00) for each calendar day during which City performs such services. The parties agree and acknowledge that in the event of such a temporary default by Contractor, the actual damages to the City as a result of such default would be difficult if not impossible to ascertain, and, therefore, the parties have agreed that the sum of Five Hundred Dollars (\$500.00) per day during which such default occurs, represents a reasonable sum to be paid by Contractor to City as and for liquidated damages.

During any period during which City assumes Contractor's collection and disposal obligations pursuant to this section, the liability of City to Contractor for loss or damage to any of Contractor's equipment used by City shall be that of a bailee for hire, ordinary wear and tear excepted.

If temporary default under this Section continues for a period of more than twenty (20) calendar days, City shall have the right to terminate this Agreement pursuant to Section 16(b) of this Agreement.

**SECTION 17. Records and Audits.** Contractor shall maintain all records relating to the services provided hereunder, including, but not limited to, subscriber lists, billing records, expenses, and customer complaints, for a period of not less than five (5) years. Such records shall be subject to examination by the City Manager, or other qualified person designated by the City Manager, during regular business hours, upon 3 days written notice from City to Contractor. Such records shall be made available to City at Contractor's regular place of business, but in no event outside the County of Orange.

Should any examination or audit of Contractor's records reveal an underpayment of any fee required under this Agreement, the amount of such underpayment shall become due and payable to City not later than fifteen (15) days after written notice of such underpayment is sent to Contractor by City. Should an underpayment of more than three percent (3%) be discovered, Contractor shall bear the entire cost of the audit.

**SECTION 18. Status of Contractor.** Contractor, for all purposes, shall be deemed to be an independent contractor and shall conduct its operations pursuant to the provisions of this Agreement in that capacity.

**SECTION 19. Street Sweeping Services.** Upon termination of the current City contract for street sweeping services (October 1, 2017, unless earlier terminated), City agrees to cause such street sweeping services to be subject to review by open request for proposals ("RFP") from all interested and qualified businesses, including CR&R. After receipt of all RFP's, City agrees to first negotiate with CR&R for such services for a mutually agreeable price and service term. If no mutually satisfactory agreement can be reached, City may offer such contract to any other business responding to the RFP as City may deem appropriate.

**SECTION 20. Assignment.** Contractor shall not assign any portion of the duties to be performed by it pursuant hereto to any person, nor assign any right accruing to Contractor hereunder, without the prior written consent of the City Council. The City Council shall not unreasonably withhold its consent to such proposed assignment, provided that such consent shall not be deemed to have been unreasonably withheld if, after a reasonable investigation, the proposed assignee is found by the City Council not to be financially responsible, or not possessed of sufficient experience or qualifications to perform the obligations of this Agreement. Assignment hereunder shall include a sale or transfer of fifty (50) percent or more of the corporate stock of the Contractor or

any subsidiary thereof, or the transfer or sale of corporate stock of Contractor, newly issued or existing, which results in the present stock holders of record being placed in the position of holding less than a majority of all outstanding corporate stock. Any assignment made by Contractor contrary to the provisions of this Agreement shall, at the option of the City, be deemed void and of no effect.

SECTION 21. Compliance with Laws. Contractor agrees to comply with all provisions of all applicable laws, regulations and orders, including, but not limited to Chapter 6.04 of the Stanton Municipal Code.

SECTION 22. Modification. Except as expressly provided herein, the terms of this Agreement may not be modified, amended or changed in any way without the written approval of both Contractor and City.

Notwithstanding the above, City may impose any and all additional regulations deemed necessary for the protection of the health, safety and/or general welfare of the residents of City without the concurrence of Contractor.

SECTION 23. Recycling Program; Waste Management Act.

- a. Contractor shall implement a solid waste recycling program at its facility in the City which will at all times perform and function in a manner adequate to cause City to be in compliance with all of its obligations for source reduction and recycling under the California Integrated Waste Management Act of 1989, (CIWMA), as amended from time to time. Such program shall include a public information campaign designed and intended to inform the residents of the program.
- b. Contractor shall also retain and pay for a qualified consultant, reasonably acceptable to City, to prepare the required Source Reduction & Recycling Element to the satisfaction of City (including any required environmental documentation) and to meet the time deadlines imposed by law.
- c. Contractor shall also provide adequate information and expertise to City so as to allow City to comply with all aspects of the CIWMA and implementing/modifying legislation.

SECTION 24 Flow Control-Reservation of Rights. City reserves whatever, if any, right it may have or receive from Congress to exercise "flow control" i.e., the right to select disposal facilities to which the Solid Waste to be collected pursuant to this Franchise Agreement is to be taken. In the event City directs CONTRACTOR to transport Solid Waste to a particular disposal or other facility, City and CONTRACTOR agree to use their best efforts to obtain indemnification against Comprehensive Environmental Response, Compensation, and Liability Act, or "CERCLA," Resource Conservation and Recovery Act, or "RCRA," and related claims from the operator of the landfill or other destination to which Solid Waste collected pursuant to this Franchise Agreement is taken for disposal. In the event City selects a transfer or disposal facility, CONTRACTOR or City, as appropriate, shall be entitled to a rate adjustment to offset for a substantiated increase or decrease in expenses resulting from the City's exercise of flow control."

SECTION 25. Ownership of Solid Waste. Ownership of solid waste shall transfer to Contractor when it is picked up by Contractor. Contractor is hereby granted the right to retain, dispose of and otherwise use such Solid Waste, or any part thereof, in any fashion or for any lawful purpose desired by Contractor, and to retain any benefit or profit resulting therefrom. Solid Waste which is disposed of at a disposal site or sites (whether landfill or transfer station) shall become the property of the owner or operator of the disposal site or sites once deposited there by Contractor.

SECTION 26. Administration of Agreement. The City Manager, or the City Manager's designee, shall be the authorized representative of City for the purpose of administering the provisions of this Agreement. If, at any time during the term of this Agreement, the City Manager issues any interpretation of this Agreement or any order or direction to Contractor, which Contractor believes is not within the scope of the services required pursuant to this Agreement or is contrary to the terms hereof, Contractor may appeal the propriety of such interpretation, direction or order to the City Council of City for a resolution of such disagreement. The City Council, upon receipt of a written request for the resolution of such a dispute between Contractor and the City Manager shall review all relevant written material submitted by the Contractor and the City Manager and based thereon, the City Council shall resolve the dispute. A copy of such written determination by the City Council shall be served on Contractor and the City Manager promptly by the City Council. The determination of the City Council shall be final and conclusive for all purposes.

SECTION 27. Managing Employee. Contemporaneously with the execution of this Agreement, Contractor shall designate a qualified person to act as its managing employee. The City Manager shall be made aware of the name and position of the managing employee, and in the event the managing employee is changed for whatever reason, Contractor shall notify the City Manager within forty-eight (48) hours of the change. In addition, the City Manager may request that Contractor change its managing employee by notifying Contractor in writing, stating the reasons for such request.

All normal dealings between Contractor and City shall be through the managing employee and the City Manager.

SECTION 28. Remedies for Breach. The rights, remedies and benefits provided by this Agreement shall be cumulative, and shall not be exclusive of any other of said rights, remedies or benefits provided by this Agreement, nor of any other rights, remedies or benefits allowed by law.

SECTION 29. Waivers. One or more waivers of any covenant, agreement or condition of default regarding provision of this Agreement by either City or Contractor shall not be construed as a waiver of a further breach of the same covenant, agreement, condition or the right of such party thereafter to enforce each and every provision.

SECTION 30. Notices. Whenever, under this Agreement, provision is made for notice of any kind, it shall be deemed given upon personal service of a writing or the deposit of a writing in the U.S. mail, postage prepaid, Certified Mail, addressed as follows:

CITY: City of Stanton  
10660 Western Avenue  
Stanton, CA 90680

CONTRACTOR: CR&R, Inc.  
Box 125  
Stanton, CA 90680

SECTION 29. Conditions Precedent. This Agreement shall not be effective, and Contractor shall not commence work hereunder, until the following have been filed with and approved by City:

- a. Proof of Workers/ Compensation insurance coverage; and

b. Proof of Public Liability Insurance coverage.

SECTION 31. Public Resources Code Section 49520. By execution of this Agreement, Contractor expressly waives any and all rights Contractor may have had under California Public Resources Code Section 49520.

SECTION 32. Application Fee. Contractor agrees to pay City an application fee of Two Thousand Five Hundred Dollars (\$2,500.00). Said fee is intended to reimburse City for all direct and indirect expenses incurred in the granting of this Franchise.

SECTION 33. Law Governing. This Agreement and the rights of the parties hereunder shall be interpreted under the laws of the State of California.

SECTION 34. Attorneys Fees. If either party commences legal action to enforce or interpret the terms of this Agreement, the prevailing party therein shall be entitled to reasonable attorneys fees and costs of suit.

SECTION 35. Prior Agreement. The parties hereto are parties to an "Exclusive Franchise Agreement" made and entered into on the 1st day of November, 1990 and amended from time to time (the "Prior Agreement").

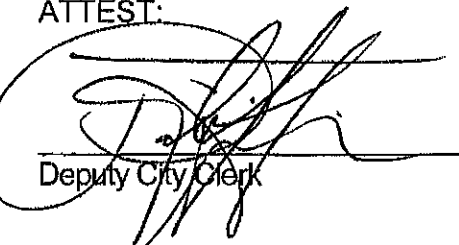
The parties hereto agree that upon execution of this Amended and Restated Agreement the Prior Agreement as amended is superceded in its entirety and shall have no further force or effect.

IN WITNESS THEREOF, we, the authorized agents of the contracting parties, by our duly authorized agents, do hereby affix our signatures this 22<sup>nd</sup> day of May, 2012.

CITY OF STANTON

By   
Mayor

ATTEST:

  
Deputy City Clerk

CR&R

By   
Clifford Ronnenberg, President

# Attachment #2

**CITY OF STANTON**  
**FIRST AMENDMENT TO**  
**THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR AN**  
**INTEGRATED WASTE MANAGEMENT SYSTEM**

1. PARTIES and DATE.

This First Amendment to the Amended and Restated Exclusive Franchise Agreement for an Integrated Waste Management System ("First Amendment") is entered into on the 27th day of October, 2015, by and between the City of Stanton, a municipal corporation ("City") and CR&R Incorporated, a California corporation ("Contractor"). The City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties".

2. RECITALS

2.1 Agreement. The Parties entered into that certain "Amended and Restated Agreement for an Integrated Waste Management System dated May 22, 2012 ("Agreement") in order to provide for the collection, handling, and diversion of solid waste in Stanton in compliance with all requirements of state and federal law.

2.2 First Amendment. The Parties wish to amend certain aspects of the Agreement to provide for compliance with new State legislation regarding Organic materials for both residential and commercial properties and to clarify certain sections of the Agreement to provide for the operation of new collection programs in order to meet State diversion guidelines now and in the future.

3. DEFINITIONS

Section 1, Definitions

Organic Waste definition is defined as follows:

"Organic Waste" or "Organics" shall mean food waste, landscape and pruning waste, nonhazardous wood waste, and soiled paper waste that is mixed in with food waste.

4. SERVICES PROVIDED. Section 4

Scope of Services is hereby amended, in part, as follows:

Section 4.3. Automated Residential Collection.

(After the second paragraph in this section the following is added:)

On or before October 1, 2016, Contractor shall implement an Organics collection program citywide for all Residential customers in the City. This shall include the delivery to every residence subscribed to solid waste curbside cart services, an Organics cart with a green lid clearly identifying the cart for Organic materials only. The Organics cart shall be maintained and replaced by Contractor. Such Organics program will necessitate a separate Collection vehicle to collect Organics material separate from the solid waste collection vehicle. Additional

Organics carts shall be made available at no cost to the customer. Such Organic Waste collected by Contractor shall be delivered to the Anaerobic Digester Processing Facility (AD Facility) as provided in Section 4.11(b)

Said Organics program shall include applicable public outreach as approved by the City to encourage customers to include all types of Organics within the new Organics waste cart program. Said education shall be, but not limited to, Organics graphics applied to the lids of the new Organics carts, cart tags, and education fliers sent to every single family detached dwelling customer. All new carts shall depict the Organics material allowed in the Organics program.

Section 4.11. (a) Commercial Organics Waste Collection

i. Recycling Program

(The following shall be added to this Section:)

Contractor shall implement recycling and organic diversion programs for commercial entities in accordance with the requirements of AB 341 (Mandatory Commercial Recycling) and AB 1826 (Organic Waste). Contractor shall use its best efforts to bring commercial entities that meet the criteria of AB 341 and AB 1826 in compliance with State law. Contractor shall conduct a waste audit of all contracted commercial and multi-family accounts to determine their recyclable content, prior to services being rendered. The process used to conduct this waste audit shall be shared with the City of Stanton to ensure permit compliance and acceptance. All accounts that contain a significant recyclable content shall be processed through a Material Recovery Facility (MRF) that currently processes salvaged separate materials for reuse. Customers achieving this content, or higher, shall only be charged the service rates that appear in Exhibit "A". Any accounts that do not satisfy a recyclable waste content level shall have their waste stream disposed of at the landfill through the Transfer Station. However, if these customers desire to commence a source separated recycling program (i.e., pure cardboard), a recycling container shall be provided by Contractor at no charge.

Section 4.11. (b) Commercial Organics Waste Collection

i. Organic Waste

To comply with new State legislation of AB 341 (Mandatory Commercial Recycling) and AB 1826 (Organic Wastes), Contractor shall direct and deliver all Residential and Commercial Organic Waste generated and collected from the approved programs within the City to Contractor's AD Facility in the City of Perris, California. The AD Facility may be modified by mutual agreement. Commercial Organic Waste Collection services shall be available by Contractor by April 1, 2016 and charged rates as approved by the City Council, as provided in Exhibit "A".

All Organic Waste processed in the AD Facility shall be diverted from the landfill and receive diversionary credit. Commercial and Multi-family customers shall have the option of diverting their Organic Waste through Contractor's provided through the Organics Program. The costs for these programs shall initially be at no charge to participating customers and will be adjusted as noted in Section 8 of this Agreement.



5. Section 8. RATES.

(After the first paragraph, the following shall be added to this Section:)

Section 8.1 The Rates listed in Exhibit "A", as amended by the City Council for Residential curbside cart service, shall include all of the costs for collecting and processing of Organics at the CR&R Anaerobic Digester plant in the City of Perris, California.

Any future costs for Organics that are approved by the City at or after the July 1, 2019 rate review period shall be separate from the base solid waste collection rate and shall be charged in addition to the base rate."

The commercial basis for Organic Waste is 350 pounds per cubic yard and shall be as outlined in Exhibit A, Rate Schedule.

Section 8.2 "d". After the first paragraph, add the following to the subsection:

Included with the annual rate adjustment for the July 1 2019 thru June 30, 2020 rate year, and every other year thereafter, Contractor shall submit by May 1st to the City of Stanton any adjusted rates for commercial customers for the added Organics programs. If applicable, Exhibit "A" Service Rates shall be modified for implementation with the July 1st Billings.

6. REMAINING PROVISIONS OF AGREEMENT.

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

CITY OF STANTON

CR&R INCORPORATED

BY: \_\_\_\_\_  
ALEXANDER A. ETHANS  
MAYOR

BY: \_\_\_\_\_  
DEAN A. RUFFRIDGE  
SENIOR VICE PRESIDENT

ATTEST:

BY: \_\_\_\_\_  
NAME:  
TITLE:

BY: \_\_\_\_\_  
PATRICIA A. VAZQUEZ  
CITY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
MATTHEW E. RICHARDSON  
CITY ATTORNEY

# Attachment #3

# AMENDMENT NUMBER 2

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## CITY OF STANTON

### SECOND AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR AN INTEGRATED WASTE MANAGEMENT SYSTEM

#### 1. PARTIES and DATE.

This Second Amendment to the Amended and Restated Exclusive Franchise Agreement for an Integrated Waste Management System ("Second Amendment") is entered into on the \_\_\_\_ day of May, 2016, by and between the City of Stanton, a municipal corporation ("City") and CR&R Incorporated, a California corporation ("Contractor"). The City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties".

#### 2. RECITALS.

2.1 Agreement. The Parties entered into that certain Amended and Restated Agreement for an Integrated Waste Management System dated May 22, 2012 ("Agreement") in order to provide for the collection, handling, and diversion of solid waste in Stanton in compliance with all requirements of state and federal law. The Agreement was amended in that First Amendment to Amended and Restated Agreement for an Integrated Waste Management System dated October 27, 2015 ("First Amendment"). The Agreement, as amended by the First Amendment, was initially set to expire on October 31, 2005. However, the Agreement, as amended by the First Amendment, is automatically extended for a period of fifteen years on November 1st of each year unless terminated by either Party.

2.2 Second Amendment. The Parties wish to amend certain aspects of the Agreement related to the matters discussed below.

#### 3. AMENDMENTS.

3.1 Section 4.3 is hereby amended by adding the following to the conclusion of this section:

"In addition, Contractor shall provide a reduced solid waste and organic waste service option for residential customers where a member of the household is sixty-five years of age or greater as set forth in Section 8."

3.2 Section 4.12 is hereby added to read in full as follows:

"4.12 Household Sharps Waste. "Household Sharps Waste" shall mean home-generated sharps, as defined in Section 117671 of the California Health & Safety Code , including hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications, which are generated by a single-family residence. "Household Sharps Waste" does not include any waste generated in the course of operating a business concern at a residence, business generated waste, or medical waste not described herein. Contractor shall establish at least one location in the City at a

## AMENDMENT NUMBER 2

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pharmaceutical establishment or other facility approved by City, where any resident of the City may drop off Household Sharps Waste. Contractor shall ensure customers are aware of this location(s) through bill inserts or other outreach as requested by City."

3.3 Section 4.13 is hereby added to read in full as follows:

"4.13 Holiday Trees. For the first two regularly scheduled pickup days after New Year's Day, Contractor shall, free of charge, pick up holiday trees placed out for collection by residential customers. Such trees shall be delivered to a proper facility for processing, rather than disposal.

3.4 Section 4.14 is hereby added to read in full as follows:

"4.14 Free Compost. Contractor will provide residents with free bagged compost at one give-a-way event per year."

3.5 Section 4.15 is hereby added to read in full as follows:

"4.15 Customer Outreach. Contractor shall maintain a program of providing information relevant to the need and the methods to reduce, reuse and recycle solid waste, and Contractor shall include such information along with bills provided to Customers as necessary or as requested by City. All public education materials shall be approved in advance by City. Contractor shall keep a record of all promotional and public education materials utilized, and shall provide quarterly reports to City summarizing its public outreach and education efforts. Contractor shall dedicate at least one page of its web site to City services, which shall include at least the following information: a listing of contact numbers for customer service; information on bulky items collection; and collection schedules, including holiday schedules."

3.5 Subsection 5(j) is hereby added to read in full as follows:

"j. Containers. Contractor shall repair and maintain, and replace lost, stolen or damaged carts at no charge to residential customers. However, Contractor shall be entitled to charge customers for the replacement of any cart that has been damaged by a customer's willful neglect or abuse, ordinary wear and tear excepted, with such charges being subject to the City Manager's approval and at a fee no higher than Contractor's actual cost of repair and replacement. Notwithstanding the above, upon request and up to one time per calendar year, Contractor shall exchange a customer's cart for a new or "like new" Cart at no additional charge. Additional customer requested exchanges shall be charged at a rate of \$35.00 each."

3.6 Subsection 5(k) is hereby added to read in full as follows:

## AMENDMENT NUMBER 2

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"k. Bins. Contractor shall at customer's request annually refurbish, replace, and steam clean as necessary all bins at no charge to commercial customers; provided, however, City may require the steam cleaning or replacement of bins utilized at restaurants, bars and grocery stores/markets more frequently if it determines such action is needed to protect public health and safety. Additional steam cleaning shall be provided to any customers who request it at a charge not to exceed the maximum rate set forth in Exhibit A. Contractor may charge customers for damaged bins with such charges being subject to the City Manager's approval and at a fee no higher than Contractor's actual cost of repair and replacement."

3.7 Section 7.6 is hereby added to read in full as follows:

"7.6 Payment for City Annual Report Preparation Fee. Contractor shall pay City the amount of six thousand dollars (\$6,000), on an annual basis for the electronic annual report (EAR) preparation and submittal to CalRecycle. Contractor shall remit to City the fee each year beginning July 1, 2016. The fee shall be adjusted annually in the same manner as Contractor's rates under Section 8.2."

3.8 Section 8.1 is hereby amended by adding the following to the conclusion of this section:

"Contractor shall reduce residential monthly collection fees by ten percent (10%) for senior citizen residents. The following criteria must be met in order for the resident to receive the discount: (1) must be 65 years of age or older, (2) must provide proof of being the head of household, and (3) must agree to reduce cart size to 65 gallon capacity. Up to one (1) time per year, Contractor may request verification of senior citizen discount eligibility. Contractor shall notify residents of the available discount at least once a year. Notice of the discount shall be sent out with normal billing."

3.9 Section 8.2(e) is hereby added to read in full as follows:

"e. Notwithstanding anything to the contrary in this section 8, Contractor shall not be eligible for an adjustment to the maximum rate for residential curbside solid waste service until July 1, 2022. Prior to such date, the residential single family solid waste rate shall be \$19.95. During this time period, Contractor shall not request and shall not be granted any increase in this maximum rate. Upon the expiration of the rate freeze set forth in this subsection, Contractor may request and receive adjustments to the maximum rates as set forth in Section 8.2, provided that any CPI adjustment shall be calculated from the year immediately prior to the request and

## AMENDMENT NUMBER 2

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shall not include any adjustment for CPI changes in prior years."

#### 4. REMAINING PROVISIONS OF AGREEMENT.

Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement, as amended by the First Amendment, shall remain in full force and effect. Any references to the Agreement in the Agreement shall refer to the Agreement as amended by the First and Second Amendments.

CITY OF STANTON

CR&R INCORPORATED

BY: \_\_\_\_\_

BY: \_\_\_\_\_

MAYOR

Dean A. Ruffridge  
Senior Vice President

ATTEST:

BY: \_\_\_\_\_

CITY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_

CITY ATTORNEY

# Attachment #4

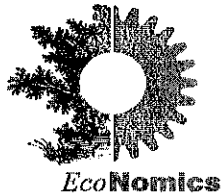
**CITY OF IRVINE**  
**COMMERCIAL BIN RATE SURVEY**  
Orange County Cities  
August, 2019

**3-Cubic Yard Bins**

3-Cu Yd Bins Collections per week:	2019-20 1x	2x	3x	4x	5x	6x
1 Aliso Viejo	\$ 117.37	Aliso Viejo \$ 196.73	Aliso Viejo \$ 276.10	Aliso Viejo \$ 380.21	Aliso Viejo \$ 439.57	Aliso Viejo \$ 518.94
2 Anaheim	\$ 167.57	Anaheim \$ 248.65	Anaheim \$ 329.77	Anaheim \$ 410.90	Anaheim \$ 491.25	Anaheim \$ 566.93
3 Brea	\$ 153.24	Brea \$ 256.19	Brea \$ 359.14	Brea \$ 462.09	Brea \$ 565.04	Brea \$ 667.99
4 Buena Park	\$ 155.45	Buena Park \$ 267.54	Buena Park \$ 380.61	Buena Park \$ 493.55	Buena Park \$ 606.58	Buena Park \$ 719.58
5 Costa Mesa*	na	Costa Mesa* na	Costa Mesa* na	Costa Mesa* na	Costa Mesa* na	Costa Mesa* na
6 Cypress	\$ 139.75	Cypress \$ 231.22	Cypress \$ 316.34	Cypress \$ 397.65	Cypress \$ 476.42	Cypress \$ 559.00
7 Dana Point	\$ 120.15	Dana Point \$ 183.60	Dana Point \$ 264.59	Dana Point \$ 332.09	Dana Point \$ 417.18	Dana Point \$ 480.82
8 Fountain Valley	\$ 171.45	Fountain Valley \$ 261.75	Fountain Valley \$ 359.41	Fountain Valley \$ 428.39	Fountain Valley \$ 547.59	Fountain Valley \$ 641.45
9 Fullerton	\$ 193.19	Fullerton \$ 295.95	Fullerton \$ 398.71	Fullerton \$ 501.49	Fullerton \$ 604.29	Fullerton \$ 707.07
10 Garden Grove	\$ 180.89	Garden Grove \$ 287.70	Garden Grove \$ 394.56	Garden Grove \$ 501.35	Garden Grove \$ 608.22	Garden Grove \$ 715.07
11 Huntington Beach	\$ 178.19	Huntington Beach \$ 271.78	Huntington Beach \$ 372.62	Huntington Beach \$ 443.70	Huntington Beach \$ 567.23	Huntington Beach \$ 684.36
12 Irvine (effective 9/1/19)	\$ 116.16	Irvine (effective 9/1/19) \$ 204.13	Irvine (effective 9/1/19) \$ 280.52	Irvine (effective 9/1/19) \$ 351.94	Irvine (effective 9/1/19) \$ 428.34	Irvine (effective 9/1/19) \$ 504.71
13 La Habra	\$ 145.73	La Habra \$ 241.12	La Habra \$ 328.81	La Habra \$ 419.12	La Habra \$ 506.80	La Habra \$ 597.07
14 La Palma	\$ 140.69	La Palma \$ 237.17	La Palma \$ 333.20	La Palma \$ 429.48	La Palma n/a	La Palma n/a
15 Laguna Beach	\$ 163.65	Laguna Beach \$ 240.88	Laguna Beach \$ 310.63	Laguna Beach \$ 386.88	Laguna Beach \$ 461.09	Laguna Beach \$ 531.95
16 Laguna Hills	\$ 117.41	Laguna Hills \$ 194.05	Laguna Hills \$ 257.12	Laguna Hills \$ 330.63	Laguna Hills \$ 404.13	Laguna Hills \$ 488.11
17 Laguna Niguel	\$ 149.26	Laguna Niguel \$ 229.91	Laguna Niguel \$ 310.57	Laguna Niguel \$ 391.16	Laguna Niguel \$ 471.86	Laguna Niguel \$ 552.53
18 Laguna Woods	\$ 103.38	Laguna Woods \$ 164.03	Laguna Woods \$ 310.65	Laguna Woods \$ 413.39	Laguna Woods \$ 516.78	Laguna Woods \$ 620.16
19 Lake Forest	\$ 85.20	Lake Forest \$ 127.79	Lake Forest \$ 213.01	Lake Forest \$ 298.19	Lake Forest \$ 383.39	Lake Forest \$ 472.83
20 Los Alamitos	\$ 133.98	Los Alamitos \$ 208.50	Los Alamitos \$ 284.94	Los Alamitos \$ 356.71	Los Alamitos \$ 428.84	Los Alamitos \$ 500.30
21 Mission Viejo	\$ 79.54	Mission Viejo \$ 142.48	Mission Viejo \$ 201.40	Mission Viejo \$ 260.22	Mission Viejo \$ 318.99	Mission Viejo \$ 384.16
22 Newport Beach*	na	Newport Beach* na	Newport Beach* na	Newport Beach* na	Newport Beach* na	Newport Beach* na
23 Orange	\$ 55.74	Orange \$ 80.30	Orange \$ 110.59	Orange \$ 148.77	Orange \$ 181.73	Orange \$ 213.87
24 Placentia	\$ 177.18	Placentia \$ 284.86	Placentia \$ 392.54	Placentia \$ 500.22	Placentia \$ 607.90	Placentia \$ 715.58
25 Rancho Santa Margarita	\$ 56.59	Rancho Santa Margarita \$ 82.30	Rancho Santa Margarita \$ 108.03	Rancho Santa Margarita \$ 191.59	Rancho Santa Margarita \$ 230.18	Rancho Santa Margarita \$ 255.89
26 San Clemente	\$ 155.84	San Clemente \$ 190.07	San Clemente \$ 248.19	San Clemente \$ 305.92	San Clemente \$ 363.67	San Clemente \$ 421.44
27 San Juan Capistrano	\$ 111.25	San Juan Capistrano \$ 172.48	San Juan Capistrano \$ 225.23	San Juan Capistrano \$ 293.06	San Juan Capistrano \$ 351.65	San Juan Capistrano \$ 407.87
28 Santa Ana	\$ 145.05	Santa Ana \$ 267.14	Santa Ana \$ 389.17	Santa Ana \$ 511.20	Santa Ana \$ 633.24	Santa Ana \$ 812.69
29 Seal Beach	\$ 170.19	Seal Beach \$ 249.73	Seal Beach \$ 337.24	Seal Beach \$ 421.23	Seal Beach \$ 514.58	Seal Beach \$ 604.39
30 Stanton	\$ 184.12	Stanton \$ 301.73	Stanton \$ 419.34	Stanton \$ 536.93	Stanton \$ 654.44	Stanton \$ 772.12
31 Tustin	\$ 134.15	Tustin \$ 216.49	Tustin \$ 285.50	Tustin \$ 367.78	Tustin \$ 450.08	Tustin \$ 532.39
32 Villa Park	\$ 159.23	Villa Park \$ 221.64	Villa Park \$ 283.99	Villa Park \$ 346.39	Villa Park \$ 408.78	Villa Park \$ 512.85
33 Westminster	\$ 120.10	Westminster \$ 240.18	Westminster \$ 360.29	Westminster \$ 480.39	Westminster \$ 600.48	Westminster \$ 720.58
34 Yorba Linda	\$ 150.85	Yorba Linda \$ 245.17	Yorba Linda \$ 339.48	Yorba Linda \$ 433.80	Yorba Linda \$ 528.10	Yorba Linda \$ 622.41



# Attachment #5



## MEMORANDUM

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DATE: February 26, 2020

TO: Allan Rigg  
Public Works Director  
City of Stanton

FROM: Trevor S. Blythe  
Vice President  
EcoNomics, Inc.

**RE: Analysis of CR&R's Proposed Rates for Commercial Organics and Source-separated Recycling**

**Background:** On Feb 14, 2020, CR&R submitted a rate proposal to the City requesting that the City consider the following rate structures for commercial food scrap recycling and commercial source-separated recyclables:

- Commercial food scrap recycling cart and bin service would be offered at 90% the cost of equivalent trash service
- Commercial source-separated recycling bin service would be offered at 50% the cost of equivalent trash service
- Commercial green waste cart and bin service would be offered at at 90% the cost of equivalent trash service
- Current commercial trash rates will not change

CR&R currently offers commercial food scrap recycling and source-separated recycling at no charge to commercial businesses. CR&R's rate proposal, if approved by the City, would be effective 7/1/2020.

The following analysis provides background on state diversion mandates, the City's CalRecycle compliance position and history, and how the proposed recycling rates, if approved, will impact a selection of businesses within the community.

**Background on State Diversion Mandates Impacting Commercial and Multi-family Business:** State law (Assembly Bills 1826 and 341) requires that all businesses that generate four or more cubic yards of waste per week subscribe to a recycling program or an organics recycling program if the business generates organic waste. Organic waste includes food waste, food-soiled paper, landscaping waste, and non-hazardous wood waste. Additional legislation, SB 1383, will make it mandatory for nearly all businesses, multi-family, and residential homes to recycle organic waste materials by January 1, 2022. SB 1383 further requires cities to adopt a mandatory organics recycling ordinance with monetary penalties for non-attainment on or before Jan 1, 2022 in order to ensure full compliance.

**City's Compliance Position:** CalRecycle has recently indicated that any City that fails to attain a 100% AB 341 or AB 1826 compliance rate by the end of 2019 will be required to develop a correction plan to achieve the mandated compliance rate of 100%. Any City's failure to implement the correction plan or inability to attain the desired compliance rates will result in referral to CalRecycle's Jurisdiction Compliance Unit (JCU). Such an escalation requires extensive staff and/or consultant resources to resolve and will result in the mandatory development of binding corrective plans and/or monetary fines. At the end of 2019, the City had a 100% AB 341 compliance rate and an 18% AB 1826 compliance rate. Due to the AB 1826 compliance rate being less than 100%, the City will likely be required to develop a formal AB 1826 compliance plan for review and approval by CalRecycle. Thus, it is paramount that the City take all actions available to enhance the AB 1826 compliance rate as a means to avoid further compliance enforcement escalation by CalRecycle. The City's annual site audit from CalRecycle is scheduled for March 9, 2020. At this site audit, CalRecycle will provide updates information re: the City's compliance status.

**Compliance benefits of a Rate Incentive:** In general, providing a reduced rate (i.e. a rate incentive) to businesses for landfill diversion activities (i.e. recycling or food waste recycling), leads to higher compliance rates. In many cases, businesses may reduce, or 'right-size', their trash service after food waste and recyclables are diverted from the waste stream. Such a 'right-sizing' of trash service, when combined with recycling and food scrap recycling service, may result in lower overall disposal costs, which is an additional incentive for businesses to comply with the law. With the implementation of SB 1383 on January 1, 2022, a rate incentive to commercial and multi-family generators will be especially important as nearly all businesses and multi-family properties will be required to have access to these types of programs. By providing a rate incentive to businesses and multi-family properties required to comply with SB 1383, the City will be better positioned to comply with this law and will experience less resistance from its commercial and multi-family communities.

**Rate analysis:** As noted in CR&R's letter, it is proposing to increase recycling rates as a means to offset the cost of providing organics recycling at a 10% rate reduction. Based on service levels within the City in December 2019, the proposed rates for source-separated recycling, green waste recycling, and food scrap recycling would generate approximately \$22,624 per month in rate revenue for CR&R. Based on the costs of actual service provided by CR&R in the letter, it will cost CR&R \$12,013 per month to service existing food scrap recycling and green waste recycling accounts. Thus, based on current service configurations, CR&R will see an *increase* in revenue of \$10,612 per month. An analysis showing the net increase in rate revenue is shown below. A detailed analysis of current service is included as Exhibit 1.

### Net Revenue Analysis

NEW Monthly Recycling Rate Revenue	\$ 14,620.60
NEW Monthly Food Scrap Rate Revenue	\$ 5,909.47
NEW Monthly Green Waste Rate Revenue	<u>\$ 2,094.37</u>
Total New Monthly Rate Revenue	\$ 22,624.44
Monthly Cost of Servicing Current Food Waste Customers	\$ (8,623.21)
Monthly Cost of Servicing Current Green Waste Customers	<u>\$ (3,389.66)</u>
Total Monthly Costs	\$ (12,012.87)
<b>INCREASE in Monthly CR&amp;R Revenue</b>	<b>\$ 10,611.57</b>

**Rate Sensitivity Analysis:** As a means to determine the impact of the proposed rates, EcoNomics conducted a rate sensitivity analysis on a selection of businesses and multi-family properties that will be impacted by the proposed rates. The analysis compared current rates against CR&R's proposed rates to determine the impact on several different businesses within the City assuming different service scenarios. The analysis also examined how businesses may mitigate potential rate impacts by implementing or expanding recycling and food scrap recycling programs to comply with state mandates. The analysis examined the rate impact of the proposed rates on the following six generator profiles/scenarios:

- Scenario 1. Most Common Trash Service
- Scenario 2. Most Common Trash and Recycling Service Levels
- Scenario 3. Medium-sized Restaurant with Recycling but no Food Scraps
- Scenario 4. Large Restaurant with Existing Food Recycling Program
- Scenario 5. Multi-family Property with Recycling
- Scenario 6. Multi-family Property WITHOUT Recycling

The results of the analysis are shown below (a detailed analysis is included as Exhibit 2):

A. Scenario	B. Description	C. Increase over Baseline with CR&R Proposed Rates	D. Percent change over Baseline with CR&R Proposed Rates with Additional Service Adjustments to Comply with State Laws and to Optimize Service Levels
Scenario 1	Most Common Trash Service	0%	-6%
Scenario 2	Most Common Trash and Recycling Service Levels	36%	22%
Scenario 3	Medium Restaurant with Recycling but no Food Recycling	22%	24%
Scenario 4	Large Restaurant with Food Recycling	44%	20%
Scenario 5	Multi-family Property with Recycling	22%	-2%
Scenario 6	Multi-family Property without Recycling	0%	-10%
Average		21%	8%

**Findings:** On average, the selection of 6 businesses and multi-family properties will experience a 21% disposal cost increase if CR&R's proposed rates become effective 7/1/2020 (as shown in the last row of column C above). This disposal cost can be reduced to an 8% average cost increase for these 6 businesses by optimizing trash, recycling, and food waste service (as shown in the last row of column D above). Businesses without recycling or food scrap recycling services, which is a majority of accounts in the City, will not be impacted initially. With the proposed rate structure, businesses without an existing food scrap recycling or source-separated recycling program (Scenarios 1,4,6) may right-size, or optimize, service levels and realize a disposal rate reduction. Businesses with an existing food scrap recycling or source-separated recycling program (Scenarios 2,3,4,5) may face an initial 22-44% disposal cost increases since these services were offered at no charge until the proposed rates become effective July 1, 2020 (if approved by the City). However, in many cases, this initial rate increase can be mitigated by incorporating additional State-mandated recycling or food scrap recycling services and 'right-sizing' trash service.

## **Recommendations:**

**Rate Incentives:** The proposed 50% rate incentive for source-separated recycling appears to be sufficient to provide cost-savings to businesses who implement a recycling program. However, the 10% rate incentive for food scrap recycling service does not appear to offer a compelling incentive for businesses to implement state-mandated food scrap recycling programs. A 50% rate incentive, similar to that offered for source-separated recycling, would provide an incentive amount that, if coupled with extensive field technical assistance and a mandatory ordinance, is sufficient to induce compliance at the levels expected by CalRecycle. The following cities currently have a 50% food scrap rate incentive: Laguna Hills, Mission Viejo, Tustin, Laguna Niguel, Lake Forest, San Juan Capistrano, Orange, Santa Ana.

Of course, any rate reductions above the proposed 10% for food scrap recycling that the City could negotiate with CR&R would provide additional incentives for businesses to comply with state organics recycling mandates. Some cities are requiring haulers to offer a 25-40% rate incentive for food scrap recycling service in newer contracts that were or will be negotiated or competitively procured, including Santa Ana (25% reduction - effective 7/1/2022) and San Juan Capistrano (40% reduction - effective 7/1/2020). With current service configurations, it appears that CR&R will increase its net rate revenue. Therefore, the City has some negotiation leverage to request additional rate incentives for organics collection service.

**Recommendation:** The City approve the 50% rate incentive for the recycling program from CR&R but further negotiate with CR&R to provide a 50-75% incentive for food and green waste recycling service. Based on current recycling and organics service levels, the provision of a 50% rate incentive for organics (both food waste and green waste) would still result in a monthly net rate revenue increase of over \$7,050 for CR&R. However, as more customers implement state-mandated organics programs, CR&R may realize a net reduction in rate revenue.

**Source-separated Recycling:** In its rate proposal, CR&R is proposing to continue its practice of offering 'source-separated' recycling service to businesses and multi-family properties. This program allows businesses to deposit a single material type, such as cardboard, into the recycling program, whereas the practice of 'co-mingling' multiple recyclable material types such as paper, plastic, glass, aluminum in one bin is discouraged by CR&R. Many businesses that participate in source-separated recycling programs generate multiple recyclable material types and would benefit from being allowed to deposit all recyclables into the bin using what is known as a 'single-stream' recycling program. EcoNomics is not aware of any other cities in Orange County that do not offer a single-stream recycling program to its commercial businesses and multi-family properties. It is EcoNomics' understanding that the co-mingling of clean recyclables will have little operational or cost impact on CR&R, as the materials will go to the same facility as they do now (CR&R's Western Ave materials recovery facility).

**Recommendation:** Request a 'single-stream' recycling program from CR&R at the pricing proposed for the 'source-separated' recycling program.

## Exhibit 1. Rate Revenue Analysis

### Recycling Revenue Analysis

Table 1.1 Current Recycling Service

	2-yd	3-yd	4-yd
1x/wk	2	47	3
2x/wk		48	10
3x/wk		4	

Table 1.2 Proposed Recycling Rates

	2-yd	3-yd	4-yd
1x/wk	\$ 70.95	\$ 92.06	\$ 115.48
2x/wk	\$ 114.71	\$ 150.87	\$ 172.50
3x/wk	\$ 159.43	\$ 209.67	\$ 229.52

Table 1.3 Additional Source-separated Recycling Monthly Rate Revenue with Proposed Rates

	2-yd	3-yd	4-yd
1x/wk	\$ 141.90	\$ 4,326.82	\$ 346.44
2x/wk	\$ -	\$ 7,241.76	\$ 1,725.00
3x/wk	\$ -	\$ 838.68	\$ -
<b>TOTAL</b>			<b>\$ 14,620.80</b>

### Food Scrap Revenue Analysis

Table 2.1 Current Food Scrap Recycling Service

	60-gal	2-yd
1x/wk	15	
2x/wk	4	
3x/wk	21	6

Table 2.2 Proposed Food Scrap Recycling Rates

	60-gal	2-yard
1x/wk	\$ 53.51	\$ 127.71
2x/wk	\$ 98.02	\$ 206.47
3x/wk	\$ 142.52	\$ 286.97

Table 2.3 Additional Food Scrap Recycling Monthly Rate Revenue with Proposed Rates

	60-gal	2-yard
1x/wk	\$ 802.65	\$ -
2x/wk	\$ 392.08	\$ -
3x/wk	\$ 2,992.92	\$ 1,721.82
<b>TOTAL</b>		<b>\$ 5,909.47</b>

### Food Scrap Cost Analysis

Table 3.1 Current Food Scrap Recycling Service

	60-gal	2-yd
1x/wk	15	
2x/wk	4	
3x/wk	21	6

Table 3.2 CR&R Food Scrap Operating Costs

	60-gal	2-yard
1x/wk	\$ 53.51	\$ 279.76
2x/wk	\$ 98.02	\$ 509.68
3x/wk	\$ 142.52	\$ 739.26

Table 3.3 Monthly Cost of Providing Food Scrap Recycling Service

	60-gal	2-yard
1x/wk	\$ 802.65	\$ -
2x/wk	\$ 392.08	\$ -
3x/wk	\$ 2,992.92	\$ 4,435.56
<b>TOTAL</b>		<b>\$ 8,623.21</b>

### Green Waste Revenue Analysis

Table 4.1 Current Green Waste Recycling Service

	60-gal	3-yd
1x/wk		11
2x/wk		1
3x/wk		

Table 4.2 Proposed Green Waste Recycling Rates

	60-gal	3-yard
1x/wk		\$ 165.71
2x/wk		\$ 271.56
3x/wk		

Table 4.3 Additional Green Waste Recycling Monthly Rate Revenue with Proposed Rates

	60-gal	3-yard
1x/wk	\$ -	\$ 1,822.81
2x/wk	\$ -	\$ 271.56
3x/wk	\$ -	\$ -
<b>TOTAL</b>		<b>\$ 2,094.37</b>

### Green Waste Cost Analysis

Table 5.1 Current Green Waste Recycling Service

	60-gal	3-yd
1x/wk		11
2x/wk		1
3x/wk		

Table 5.2 CR&R Green Waste Operating Costs

	60-gal	3-yard
1x/wk		\$ 265.86
2x/wk		\$ 465.20
3x/wk		

Table 5.3 Monthly Cost of Providing Green Waste Recycling Service

	60-gal	2-yard
1x/wk	\$ -	\$ 2,924.46
2x/wk	\$ -	\$ 465.20
3x/wk	\$ -	\$ -
<b>TOTAL</b>		<b>\$ 3,389.66</b>

### Net Revenue Analysis

NEW Monthly Recycling Rate Revenue	\$ 14,620.80
NEW Monthly Food Scrap Rate Revenue	\$ 5,909.47
NEW Monthly Green Waste Rate Revenue	\$ 2,094.37
Total New Monthly Rate Revenue	\$ 22,624.64
Monthly Cost of Servicing Current Food Waste Customers	\$ (8,623.21)
Monthly Cost of Servicing Current Green Waste Customers	\$ (3,389.66)
Total Monthly Costs	\$ (12,012.87)
<b>INCREASE in Monthly CR&amp;R Revenue</b>	<b>\$ 10,611.57</b>

Exhibit 2: Detail of Scenario Analysis

	Description	Baseline Service Levels	Sector	Baseline Cost	Change in Cost with CR&R Proposed Rates	% Change with CR&R Proposed Rates	Description of Service Adjustments to Comply with State Laws	Change of Cost with CR&R Proposed Rates with Service Adjustments	% Change with CR&R Proposed Rates with Service Adjustments
Scenario 1	Most Common Trash Service	1 3-yard trash bin serviced 3x/week	Commercial	\$ 419.34	\$ -	0%	Add 3-yd recycling bin 1x/week, reduce trash to 3-yd 2x/week	\$ (25.55)	-6%
Scenario 2	Most Common Trash and Recycling Service Levels	1 3-yard trash bin serviced 3x/week; 1 3-yard recycling bin serviced 1x/week	Commercial	\$ 419.34	\$ 150.87	36%	Incr recycling to 3x/week, decrease trash to 2x/wk	\$ 92.06	22%
Scenario 3	Tier 2 Restaurant with Recycling but no Food Scraps	1 3- yard trash dumpster serviced 3 days per week and 1 3 -yard recycling dumpster serviced 1 day per week	Food Service	\$ 419.34	\$ 92.06	22%	Add 2-yd food recycling 1x/wk, reduce trash to 2x/week	\$ 102.16	24%
Scenario 4	Tier 1 Restaurant with Food Recycling	1 3- yard trash dumpster serviced 5 days per week and 1 2-yard organics serviced 3 days per week	Food Service	\$ 654.44	\$ 286.97	44%	Reduce trash to 4-yd 2x/wk, add 3-yd recycling 2x/wk	\$ 128.40	20%
Scenario 5	Multi-family Property with Recycling	6 3- yard trash dumpster serviced 3 days per week and 6 3 -yard recycling dumpster serviced 1 day per week	Multi-family	\$ 2,516.04	\$ 552.36	22%	Add 6 35-gal food recycling 1x/wk, reduce trash to 6 4-yd 1x/wk, Incr recycling to 6 3-yd 2x/wk	\$ (62.20)	-2%
Scenario 6	Multi-family Property WITHOUT Recycling	6 3-yard trash dumpster serviced 4 days per week	Multi-family	\$ 3,221.58	\$ -	0%	Add 6 3-yd recycling 2x/wk, reduce trash to 2x/wk, add 6 35-gal FW 1x/wk	\$ (333.12)	-10%
Average				\$ 1,275.01	\$ 180.38	21%		\$ (14.71)	8%



# Attachment #6

**City of Irvine Annual Rate Survey**  
**Orange County Cities: Curbside Residential Solid Waste Collection Rates**  
**August, 2019**

Municipal Solid Waste				
	City	Solid Waste Curbside Std Svc	Solid Waste Low Volume Generator	Senior Discount Rate
1	Aliso Viejo	\$ 16.60		
2	Anaheim	\$ 21.62		
3	Brea	\$ 21.97	\$ 21.97	
4	Buena Park	\$ 18.37		
5	Costa Mesa	\$ 18.74		
6	Cypress	\$ 15.45		
7	Dana Point	\$ 16.03	\$ 15.42	
8	Fountain Valley	\$ 19.42		\$ 17.15
9	Fullerton	\$ 21.02		
10	Garden Grove	\$ 23.47		
11	Huntington Beach	\$ 21.83		
12	Irvine (effective 9/1/19)	\$ 12.48	\$ 11.64	\$ 11.64
13	La Habra	\$ 22.06		
14	La Palma	\$ 18.88		
15	Laguna Beach	\$ 18.99		
16	Laguna Hills	\$ 14.70		
17	Laguna Niguel	\$ 24.00		
18	Laguna Woods	n/a		
19	Lake Forest	\$ 14.45	\$ 14.09	
20	Los Alamitos	\$ 13.96		
21	Mission Viejo	\$ 14.71		\$ 11.77
22	Newport Beach	n/a		
23	Orange	\$ 13.60		
24	Placentia	\$ 25.54		
25	Rancho Santa Margarita	\$ 14.94		\$ 13.45
26	San Clemente	\$ 22.18	\$ 21.46	
27	San Juan Capistrano	\$ 19.55	\$ 17.93	
28	Santa Ana	\$ 21.90		\$ 19.35
29	Seal Beach	\$ 19.76		
30	Stanton	\$ 19.95		
31	Tustin	\$ 18.03		
32	Villa Park	\$ 22.81		
33	Westminster	\$ 14.75		
34	Yorba Linda	\$ 20.78		

# Attachment #7



**NOTICE OF PUBLIC HEARING  
CONCERNING PROPOSED RATE ADJUSTMENTS  
TO SOLID WASTE SERVICE FEES**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Stanton (the “City”) will conduct a Public Hearing on **February 9th, 2021 at 6:30 p.m., in the City Council Chamber in the City Hall, located at 7800 Katella Ave, Stanton, CA 90680**, or as soon thereafter as the matter may be heard, to consider adopting increases and adjustments in the current rates for its Solid Waste Service Fees. In the event the City determines to hold the meeting virtually in accordance with Governor Newsom’s Executive Order N-25-20, the City will provide information on attending and participating in the public hearing virtually when such information becomes available.

**REASONS FOR THE PROPOSED RATE ADJUSTMENTS**

The City has an exclusive franchise agreement with CR&R Inc. (“CR&R”) for the collection and handling of solid waste and green waste, food scrap waste, and recycling within the City (collectively, “solid waste services”). All properties within the City are required to subscribe to the solid waste services provided by CR&R. Pursuant to the franchise agreement, Solid Waste Service Fees are imposed on customers within the City who receive solid waste services from CR&R. CR&R bills the customers directly for the services. The revenues from the fees are used to pay CR&R for the solid waste services provided under the franchise agreement.

The franchise agreement establishes a process for revising the amount that CR&R will charge the City for the solid waste services it provides within the City. Pursuant to the agreement, CR&R is proposing to adjust the rates it charges the City for these services. The agreement further provides that the amount to be paid CR&R each year may be adjusted annually for increases in the cost of living. The cost of living adjustment is based on the Consumer Price Index for all Los Angeles-Anaheim-Riverside area for all Urban Consumers (April through March of the prior year) (“CPI”), as maintained and published by the Bureau of Labor Statistics, United States Department of Labor.

The franchise agreement provides that the amount paid to CR&R may be adjusted for other factors as requested by CR&R. In accordance with the franchise agreement, CR&R has requested an increase due to an increase in the rates for the disposal fees (“Disposal Fees”) paid to Orange County for disposal of solid waste with the Orange County Disposal System.

To recover the increased costs of providing solid waste services as described above, the City has determined that it is necessary to adjust the rates for the Solid Waste Service Fees it imposes on its solid waste customers.

**PROPOSED SOLID WASTE SERVICE FEES**

The rate structure for the Solid Waste and Recycling Fee has two customer classes—residential and commercial (which includes multi-family residential and industrial customers). Residential customers are billed quarterly, and commercial customers are billed monthly by CR&R. For single-family residential customers, the rates for the Solid Waste Service Fees are calculated on the basis of the number of refuse containers they use. For commercial customers, the rates for the Solid Waste Service Fees are calculated on the basis of the size (in cubic yards) of the refuse containers (i.e., bins or roll off containers) that they use and the number of pick-ups per week.

Customers may request temporary extra pick-ups of their refuse containers and bins than are scheduled, and may also request the delivery of temporary extra bins to their property. A separate, temporary “extra pick up fee” and “bin delivery fee” is imposed on any customer who requests these services. The rate for these services is a fixed charge.

If adopted, the proposed monthly rates will be in effect **beginning April 1st, 2021**. The current and proposed monthly rates for the Solid Waste Service Fees and rates for extra pick up fee and bin delivery fee are set forth in the following table.

**CURRENT AND PROPOSED RATES FOR SOLID WASTE SERVICE FEES**

**MONTHLY RATES**

<b><u>Residential Service</u></b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>	<b><u>Commercial Service</u></b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>
90 gallon cart set	\$19.95	\$21.65	4 yard 1x a week	\$230.96	\$207.86
additional 90 gallon container	\$20.02	\$20.02	4 yard 2x a week	\$345.00	\$310.50
65 gallon senior discount cart set	\$17.96	\$19.66	4 yard 3x a week	\$459.03	\$413.13
Cart exchange fee	\$38.70	\$38.70	4 yard 4x a week	\$573.00	\$515.70
			4 yard 5x a week	\$687.07	\$618.36
			4 yard 6x a week	\$801.12	\$721.01
<b><u>Commercial Service</u></b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>			
1 yard 1x a week	\$98.05	\$88.25	2 yard compactor 1x a week	\$181.34	\$181.34
1 yard 2x a week	\$159.18	\$143.26	2 yard compactor 2x a week	\$308.32	\$308.32
1 yard 3x a week	\$220.28	\$198.25	2 yard compactor 3x a week	\$436.83	\$436.83
1 yard 4x a week	\$280.34	\$252.31	2 yard compactor 4x a week	\$563.78	\$563.78
1 yard 5x a week	\$342.43	\$308.19	2 yard compactor 5x a week	\$694.80	\$694.80
1 yard 6x a week	\$433.90	\$390.51	2 yard compactor 6x a week	\$823.23	\$823.23
1.5 yard 1x a week (3 yard split bin)	\$0.00	\$97.07	4 yard compactor 1x a week	\$343.38	\$343.38
1.5 yard 2x a week (3 yard split bin)	\$0.00	\$157.59	4 yard compactor 2x a week	\$548.95	\$548.95
1.5 yard 3x a week (3 yard split bin)	\$0.00	\$218.08	4 yard compactor 3x a week	\$760.03	\$760.03
1.5 yard 4x a week (3 yard split bin)	\$0.00	\$277.54	4 yard compactor 4x a week	\$971.06	\$971.06
1.5 yard 5x a week (3 yard split bin)	\$0.00	\$339.01	4 yard compactor 5x a week	\$1,182.25	\$1,182.25
1.5 yard 6x a week (3 yard split bin)	\$0.00	\$429.56	4 yard compactor 6x a week	\$1,393.38	\$1,393.38
2 yard 1x a week (or 4 yard split bin)	\$141.90	\$127.71	1.5 yard recycle 1x a week (3 yd split bin)	\$0.00	\$72.80
2 yard 2x a week (or 4 yard split bin)	\$229.41	\$206.47	1.5 yard recycle 2x a week (3 yd split bin)	\$0.00	\$118.19
2 yard 3x a week (or 4 yard split bin)	\$318.85	\$286.97	1.5 yard recycle 3x a week (3 yd split bin)	\$0.00	\$163.56
2 yard 4x a week (or 4 yard split bin)	\$406.18	\$365.56	1.5 yard recycle 4x a week (3 yd split bin)	\$0.00	\$208.15
2 yard 5x a week (or 4 yard split bin)	\$497.71	\$447.94	1.5 yard recycle 5x a week (3 yd split bin)	\$0.00	\$254.25
2 yard 6x a week (or 4 yard split bin)	\$587.19	\$528.47	1.5 yard recycle 6x a week (3 yd split bin)	\$0.00	\$322.17
3 yard 1x a week	\$184.12	\$156.50	2 yard recycle 1x a week	\$0.00	\$95.78
3 yard 2x a week	\$301.73	\$271.56	2 yard recycle 2x a week	\$0.00	\$154.85
3 yard 3x a week	\$419.34	\$377.41	2 yard recycle 3x a week	\$0.00	\$215.22
3 yard 4x a week	\$536.93	\$483.24	2 yard recycle 4x a week	\$0.00	\$274.17
3 yard 5x a week	\$654.44	\$589.00	2 yard recycle 5x a week	\$0.00	\$335.95
3 yard 6x a week	\$772.12	\$694.91	2 yard recycle 6x a week	\$0.00	\$396.35

<u>Commercial Service</u>	<u>Current</u>	<u>Proposed</u>	<u>Commercial Service</u>	<u>Current</u>	<u>Proposed</u>
3 yard recycle 1x a week	\$0.00	\$117.38	65 gallon green waste 1x a week	\$0.00	\$39.07
3 yard recycle 2x a week	\$0.00	\$203.67	65 gallon green waste 2x a week	\$0.00	\$69.13
3 yard recycle 3x a week	\$0.00	\$283.05	65 gallon green waste 3x a week	\$0.00	\$99.19
3 yard recycle 4x a week	\$0.00	\$362.43	65 gallon green waste 4x a week	\$0.00	\$129.00
3 yard recycle 5x a week	\$0.00	\$441.75	65 gallon green waste 5x a week	\$0.00	\$159.30
3 yard recycle 6x a week	\$0.00	\$521.18	65 gallon green waste 6x a week	\$0.00	\$196.77
4 yard recycle 1x a week	\$0.00	\$155.90	95 gallon green waste 1x a week	\$0.00	\$57.10
4 yard recycle 2x a week	\$0.00	\$232.88	95 gallon green waste 2x a week	\$0.00	\$101.04
4 yard recycle 3x a week	\$0.00	\$309.85	95 gallon green waste 3x a week	\$0.00	\$144.98
4 yard recycle 4x a week	\$0.00	\$386.78	95 gallon green waste 4x a week	\$0.00	\$188.54
4 yard recycle 5x a week	\$0.00	\$463.77	95 gallon green waste 5x a week	\$0.00	\$232.82
4 yard recycle 6x a week	\$0.00	\$540.76	95 gallon green waste 6x a week	\$0.00	\$287.58
35 gallon food waste 1x a week	\$0.00	\$28.81	3 yard green waste 1x a week	\$0.00	\$117.38
35 gallon food waste 2x a week	\$0.00	\$52.78	3 yard green waste 2x a week	\$0.00	\$203.67
35 gallon food waste 3x a week	\$0.00	\$76.74	3 yard green waste 3x a week	\$0.00	\$283.05
35 gallon food waste 4x a week	\$0.00	\$100.58	3 yard green waste 4x a week	\$0.00	\$362.43
35 gallon food waste 5x a week	\$0.00	\$124.67	3 yard green waste 5x a week	\$0.00	\$441.75
35 gallon food waste 6x a week	\$0.00	\$152.61	3 yard green waste 6x a week	\$0.00	\$521.18
65 gallon food waste 1x a week	\$0.00	\$53.51	<b>SINGLE CHARGE FOR TEMPORARY SERVICE</b>		
65 gallon food waste 2x a week	\$0.00	\$98.02	<u>Temporary Service</u>	<u>Current</u>	<u>Proposed</u>
65 gallon food waste 3x a week	\$0.00	\$142.52	3 yard Clean up Bin	\$184.44	\$184.44
65 gallon food waste 4x a week	\$0.00	\$186.78	10 Yard Roll-off Container	\$778.06	\$778.06
65 gallon food waste 5x a week	\$0.00	\$231.52	20 Yard Roll-off Container	\$521.08	\$521.08
65 gallon food waste 6x a week	\$0.00	\$283.43	40 Yard Roll-off Container	\$781.55	\$781.55
2 yard food waste 1x a week	\$0.00	\$95.78	<u>Additional Services</u>		
2 yard food waste 2x a week	\$0.00	\$154.85	Extra Pick up Fee	\$69.15	\$69.15
2 yard food waste 3x a week	\$0.00	\$215.22	Bin Delivery Fee	\$51.97	\$51.97
2 yard food waste 4x a week	\$0.00	\$274.17	Bin Cleaning, no charge for first	\$71.87	\$71.87
2 yard food waste 5x a week	\$0.00	\$335.95			
2 yard food waste 6x a week	\$0.00	\$396.35			

In addition to the proposed rates above, if adopted, the monthly residential rate will increase to \$23.35 for a 90 gallon trash cart with recycling and organics service and the senior discount will increase to \$21.36 for the 65 gallon set, effective July 1<sup>st</sup>, 2021.

Because the City anticipates that there will be additional adjustments in the costs of providing solid waste services that CR&R will charge in the future pursuant to the franchise agreement, the City is also proposing to annually pass through to solid waste service customers any automatic CPI adjustments for inflation and adjustments for increases in the rates for the Disposal Fees that are imposed on the City by CR&R (each a "CR&R Pass-Through Adjustment"). The CR&R Pass-Through Adjustments will impact the rates for the Solid Waste Service Fees set forth in the table above. If approved, beginning April 1st, 2021, and each July 1 thereafter for a five-year period, through and including adjustments effective on or after July 1st, 2025, the rates for the solid waste service fees may be adjusted annually by an amount not to exceed the annual percentage increase, if any, in the CPI and any increase in the rates for the Disposal Fees. Provided, however, in no event shall the rates for the Solid Waste Service Fees be adjusted for CR&R Pass-Through Adjustments in any single year by more than 5%, and provided further that in no event may a CR&R Pass-Through Adjustment exceed the City's cost of providing solid waste services.

### **PUBLIC HEARING AND PROTESTS**

Any record owner of a parcel upon which the Solid Waste Service Fees are proposed for imposition and any tenant directly liable for the payment of Solid Waste Service Fees (i.e., a customer of record) may submit a written protest to the proposed rate increases and CR&R Pass-Through Adjustments to the City's Solid Waste Service Fees; provided, however, only one written protest will be counted per identified parcel. Any written protest must: (1) state that the identified property owner or tenant is in opposition to the proposed rate increases and CR&R Pass-Through Adjustments to the Solid Waste Service Fees; (2) provide the location of the identified parcel (by street address or assessor's parcel number); and (3) include the name and signature of the property owner or tenant submitting the protest. Written protests may be submitted by mail or in person to the City Clerk at 7800 Katella Ave, Stanton, CA 90680, or at the Public Hearing (date and time noted above), provided they are received prior to the close of the Public Hearing, which will occur when the public testimony on the proposed increases and adjustments is concluded. Any protest submitted via e-mail or other electronic means will not be accepted. Please identify on the front of the envelope for any written protest, whether mailed or submitted in person to the City Clerk, Attn: Public Hearing on Solid Waste Rate Adjustments.

The City Council will hear and consider all written protests and oral comments to the proposed rate adjustments at the Public Hearing. Oral comments at the Public Hearing will not qualify as formal protests unless accompanied by a written protest. Upon the conclusion of the Public Hearing, the City Council will consider adoption of a resolution authorizing the rate increases and annual CR&R Pass-Through Adjustments to the City's Solid Waste Service Fees as described in this notice. If written protests against the proposed rate increases and adjustments to the Solid Waste Service Fees as outlined above are not presented by a majority of property owners of the identified parcels and tenants upon which the Solid Waste Service Fees are proposed to be imposed, the City Council will be authorized to impose the respective rate increases and adjustments. If adopted, the proposed rate adjustments to the Solid Waste Service Fees will be in effect beginning April 1st, 2021. The rates may also be adjusted annually for any CR&R Pass-Through Adjustments beginning July 1, 2021 and each July 1 thereafter, for a five-year period through and including adjustments effective July 1, 2025. Prior to implementing any CR&R Pass-Through Adjustment, however, the City must provide, or cause to be provided, written notice of the CR&R Pass-Through Adjustment not less than 30 days prior to the effective date of the adjustment.

For further details regarding the basis and reasons for the proposed rate adjustments and CR&R Pass-Through Adjustments to the City's Solid Waste Service Fees, please contact Allan Rigg at (714) 890-4203. For any questions you may have regarding your customer classification, please contact CR&R at (714) 826-9049.

**City of Stanton - EXHIBIT "A"**  
**Rates for Collection, Processing, Recovery and Disposal**  
**Effective April 1, 2021**

<b><u>Residential Service</u></b>	<b><u>Current</u></b>	<b><u>Proposed</u></b>
90 Gallon Container	\$ 19.95	\$ 19.95
Second 90 Gallon	\$ 20.02	\$ 20.02
Senior Citizen discount (10%, 65g)	\$ 17.96	\$ 17.96
Cart exchange fee (exceed one in year)	\$ 38.70	\$ 38.70
Residential AD & 3-Cart Program (\$1.70 at 4/1/21 and 7/1/21)		\$ 3.40
Total Residential Rate		\$ 23.35
Total Senior Residential Rate		\$ 21.36
 <b><u>Commercial Service</u></b>		
1 yard 1x a week	\$ 98.05	\$ 88.25
1 yard 2x a week	\$ 159.18	\$ 143.26
1 yard 3x a week	\$ 220.28	\$ 198.25
1 yard 4x a week	\$ 280.34	\$ 252.31
1 yard 5x a week	\$ 342.43	\$ 308.19
1 yard 6x a week	\$ 433.90	\$ 390.51
1.5 yard 1x a week (3yd split bin)		\$ 97.07
1.5 yard 2x a week (3yd split bin)		\$ 157.59
1.5 yard 3x a week (3yd split bin)		\$ 218.08
1.5 yard 4x a week (3yd split bin)		\$ 277.54
1.5 yard 5x a week (3yd split bin)		\$ 339.01
1.5 yard 6x a week (3yd split bin)		\$ 429.56
2 yard 1x a week (or 4yd split bin)	\$ 141.90	\$ 127.71
2 yard 2x a week (or 4yd split bin)	\$ 229.41	\$ 206.47
2 yard 3x a week (or 4yd split bin)	\$ 318.85	\$ 286.97
2 yard 4x a week (or 4yd split bin)	\$ 406.18	\$ 365.56
2 yard 5x a week (or 4yd split bin)	\$ 497.71	\$ 447.94
2 yard 6x a week (or 4yd split bin)	\$ 587.19	\$ 528.47
3 yard 1x a week	\$ 184.12	\$ 156.50
3 yard 2x a week	\$ 301.73	\$ 271.56
3 yard 3x a week	\$ 419.34	\$ 377.41
3 yard 4x a week	\$ 536.93	\$ 483.24
3 yard 5x a week	\$ 654.44	\$ 589.00
3 yard 6x a week	\$ 772.12	\$ 694.91
4 yard 1x a week	\$ 230.96	\$ 207.86
4 yard 2x a week	\$ 345.00	\$ 310.50
4 yard 3x a week	\$ 459.03	\$ 413.13
4 yard 4x a week	\$ 573.00	\$ 515.70
4 yard 5x a week	\$ 687.07	\$ 618.36
4 yard 6x a week	\$ 801.12	\$ 721.01
2 yard compactor 1x week	\$ 181.34	\$ 181.34
2 yard compactor 2x week	\$ 308.32	\$ 308.32
2 yard compactor 3x week	\$ 436.83	\$ 436.83
2 yard compactor 4x week	\$ 563.78	\$ 563.78
2 yard compactor 5x week	\$ 694.80	\$ 694.80
2 yard compactor 6x week	\$ 823.23	\$ 823.23
4 yard compactor 1x week	\$ 343.38	\$ 343.38
4 yard compactor 2x week	\$ 548.95	\$ 548.95
4 yard compactor 3x week	\$ 760.03	\$ 760.03
4 yard compactor 4x week	\$ 971.06	\$ 971.06
4 yard compactor 5x week	\$ 1,182.25	\$ 1,182.25
4 yard compactor 6x week	\$ 1,393.38	\$ 1,393.38
 <b><u>Temporary Service</u></b>		
3 yard Clean up Bin	\$ 184.44	\$ 184.44
10 Yard Roll-off Container	\$ 778.06	\$ 778.06
20 Yard Roll-off Container	\$ 521.08	\$ 521.08
40 Yard Roll-off Container	\$ 781.55	\$ 781.55
 <b><u>Additional Services:</u></b>		
Extra Pick up	\$ 69.15	\$ 69.15
Bin Delivery	\$ 51.97	\$ 51.97
Bin Cleaning, no charge for first	\$ 71.87	\$ 71.87



**City of Stanton - EXHIBIT "A"**  
**Rates for Collection, Processing, Recovery and Disposal**  
**Effective April 1, 2021**

**New Rates**

<b>Recycling Services @ 75%</b>		<b><u>Proposed</u></b>
1.5 yard 1x a week (3yd split bin)		\$ 72.80
1.5 yard 2x a week (3yd split bin)		\$ 118.19
1.5 yard 3x a week (3yd split bin)		\$ 163.56
1.5 yard 4x a week (3yd split bin)		\$ 208.15
1.5 yard 5x a week (3yd split bin)		\$ 254.25
1.5 yard 6x a week (3yd split bin)		\$ 322.17
2 yard 1x a week (or 4yd split bin)		\$ 95.78
2 yard 2x a week (or 4yd split bin)		\$ 154.85
2 yard 3x a week (or 4yd split bin)		\$ 215.22
2 yard 4x a week (or 4yd split bin)		\$ 274.17
2 yard 5x a week (or 4yd split bin)		\$ 335.95
2 yard 6x a week (or 4yd split bin)		\$ 396.35
3 yard 1x a week		\$ 117.38
3 yard 2x a week		\$ 203.67
3 yard 3x a week		\$ 283.05
3 yard 4x a week		\$ 362.43
3 yard 5x a week		\$ 441.75
3 yard 6x a week		\$ 521.18
4 yard 1x a week		\$ 155.90
4 yard 2x a week		\$ 232.88
4 yard 3x a week		\$ 309.85
4 yard 4x a week		\$ 386.78
4 yard 5x a week		\$ 463.77
4 yard 6x a week		\$ 540.76
<b>Organics Services @ 75%</b>		
35 Gallon Cart - 1x week	Food	\$ 28.81
35 Gallon Cart - 2x week	Food	\$ 52.78
35 Gallon Cart - 3x week	Food	\$ 76.74
35 Gallon Cart - 4x week	Food	\$ 100.58
35 Gallon Cart - 5x week	Food	\$ 124.67
35 Gallon Cart - 6x week	Food	\$ 152.61
65 Gallon Cart - 1x week	Food	\$ 53.51
65 Gallon Cart - 2x week	Food	\$ 98.02
65 Gallon Cart - 3x week	Food	\$ 142.52
65 Gallon Cart - 4x week	Food	\$ 186.78
65 Gallon Cart - 5x week	Food	\$ 231.52
65 Gallon Cart - 6x week	Food	\$ 283.43
65 Gallon Cart - 1x week	Green	\$ 39.07
65 Gallon Cart - 2x week	Green	\$ 69.13
65 Gallon Cart - 3x week	Green	\$ 99.19
65 Gallon Cart - 4x week	Green	\$ 129.00
65 Gallon Cart - 5x week	Green	\$ 159.30
65 Gallon Cart - 6x week	Green	\$ 196.77
95 Gallon Cart - 1x week	Green	\$ 57.10
95 Gallon Cart - 2x week	Green	\$ 101.04
95 Gallon Cart - 3x week	Green	\$ 144.98
95 Gallon Cart - 4x week	Green	\$ 188.54
95 Gallon Cart - 5x week	Green	\$ 232.82
95 Gallon Cart - 6x week	Green	\$ 287.58
2 yard - 1x week	Food	\$ 95.78
2 yard - 2x week	Food	\$ 154.85
2 yard - 3x week	Food	\$ 215.22
2 yard - 4x week	Food	\$ 274.17
2 yard - 5x week	Food	\$ 335.95
2 yard - 6x week	Food	\$ 396.35
3 yard - 1x week	Green	\$ 117.38
3 yard - 2x week	Green	\$ 203.67
3 yard - 3x week	Green	\$ 283.05
3 yard - 4x week	Green	\$ 362.43
3 yard - 5x week	Green	\$ 441.75
3 yard - 6x week	Green	\$ 521.18