

TO THE MEMBERS OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY FOR THE CITY OF STANTON AND TO THE CITY CLERK / SECRETARY:

NOTICE IS HEREBY GIVEN that a Special Meeting (Closed Session) of the City Council / Successor Agency / Housing Authority for the City of Stanton is hereby called by the Mayor / Chairman, to be held on February 14, 2023, commencing at 5:45 p.m. at 7800 Katella Avenue, Stanton, CA 90680.

The Agenda for the Special Meeting (Closed Session) is attached to this Notice and Call.

Dated: February 9, 2023

s/ Patricia A. Vazquez, City Clerk / Secretary

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. On September 17, 2021, Governor Newsom signed AB 361 related to the Brown Act and remote meetings during the state of emergency. AB 361 allows local agencies to continue to conduct remote or "Zoom" meetings during a declared State of Emergency. Pursuant to AB 361, please be advised that some or all of the Stanton City Council members may participate in meetings via teleconference (*electronically/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 given the health risks associated with COVID-19.

PUBLIC ACCESS IN-PERSON AND VIA TELECONFERENCE (*Electronically / Telephonically*)

Attendance by the members of the public may view the meeting live in one of the following ways:

- Attend in person - City Council Chambers: 7800 Katella Avenue, California 90680.
- Via Teleconference (electronically / telephonically) - Zoom:

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

1. Dial the following phone number +1 (669) 444-9171 (US).
2. Dial in the following **Meeting ID: (893 8876 5920)** to be connected to the meeting.

In order to join the meeting via electronic device please utilize the Zoom URL link below:

- <https://us02web.zoom.us/j/89388765920?pwd=UmlhMmdVUWU3RUhrQWRtcGZld0wrdz09>

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

- Attend in person and complete and submit a request to speak card to the City Clerk.
- E-Mail your comments to Pvazquez@StantonCA.gov 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 scheduled meeting 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.

Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk's Office at (714) 890-4245 or via e-mail at Pvazquez@StantonCA.gov.

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 BY 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
SPECIAL AND JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA 90680

TUESDAY, FEBRUARY 14, 2023
SPECIAL CLOSED SESSION - 5:45 P.M.
JOINT REGULAR SESSION - 6:30 P.M.

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

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

1. CLOSED SESSION(5:45 PM)

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

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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

4. CLOSED SESSION

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

Number of Potential Cases: 1

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

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)
8840 Tina Way, Anaheim, CA (APN 126-481-02)
8850 Tina Way, Anaheim, CA (APN 126-481-03)
8860 Tina Way, Anaheim, CA (APN 126-481-04)
8870 Tina Way, Anaheim, CA (APN 126-481-05)
8880 Tina Way, Anaheim, CA (APN 126-481-06)
8890 Tina Way, Anaheim, CA (APN 126-481-07)
8900 Tina Way, Anaheim, CA (APN 126-481-08)

8910 Tina Way, Anaheim, CA (APN 126-481-09)
8920 Tina Way, Anaheim, CA (APN 126-481-10)
8930 Tina Way, Anaheim, CA (APN 126-481-11)
8940 Tina Way, Anaheim, CA (APN 126-481-12)
8950 Tina Way, Anaheim, CA (APN 126-481-13)
8960 Tina Way, Anaheim, CA (APN 126-481-14)
8970 Tina Way, Anaheim, CA (APN 126-481-15)
8841 Pacific Avenue, Anaheim, CA (APN 126-481-29)
8851 Pacific Avenue, Anaheim, CA (APN 126-481-28)
8861 Pacific Avenue, Anaheim, CA (APN 126-481-27)
8870 Pacific Avenue, Anaheim, CA (APN 126-482-05)
8871 Pacific Avenue, Anaheim, CA (APN 126-481-26)
8880 Pacific Avenue, Anaheim, CA (APN 126-482-06)
8881 Pacific Avenue, Anaheim, CA (APN 126-481-25)
8890 Pacific Avenue, Anaheim, CA (APN 126-482-07)
8891 Pacific Avenue, Anaheim, CA (APN 126-481-24)
8900 Pacific Avenue, Anaheim, CA (APN 126-482-08)
8901 Pacific Avenue, Anaheim, CA (APN 126-481-23)
8910 Pacific Avenue, Anaheim, CA (APN 126-482-09)
8911 Pacific Avenue, Anaheim, CA (APN 126-481-22)
8920 Pacific Avenue, Anaheim, CA (APN 126-482-10)
8921 Pacific Avenue, Anaheim, CA (APN 126-481-21)
8930 Pacific Avenue, Anaheim, CA (APN 126-482-11)
8931 Pacific Avenue, Anaheim, CA (APN 126-481-20)
8940 Pacific Avenue, Anaheim, CA (APN 126-482-12)
8941 Pacific Avenue, Anaheim, CA (APN 126-481-19)
8950 Pacific Avenue, Anaheim, CA (APN 126-482-13)
8951 Pacific Avenue, Anaheim, CA (APN 126-481-18)
8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)
8961 Pacific Avenue, Anaheim, CA (APN 126-481-17)
8970 Pacific Avenue, Anaheim, CA (APN 126-482-15)
8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

Negotiating Parties: Hannah Shin-Heydorn, City Manager, City of Stanton
Hannah Shin-Heydorn, Executive Director, Housing Authority
Hannah Shin-Heydorn, Executive Director, Successor Agency
David M. Cook and Chaicran Daphnie, Owner
Jennie Trust, Owner
Nga Summer Thien Trang (Trang Trust), Owner
Ngoc Trieu and Andy Pham, Owner
Sky Nguyen / Nguyen Sky SN Living Trust, Owner
Steven W. Reiss Trust (Steven W. Reiss), Owner
Tammy T. Doan and H. Le Harvey, Owner
Trachy Family Trust (Phillip R. Trachy), Owner

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

4C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

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

Number of cases: 1

Case Name: John Doe vs. Doe 2, City of Stanton, et al.

Orange County Superior Court Case Number: 30-2022-01295559-CU-PO-NJC

5. CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)

- 6. ROLL CALL** Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Torres
Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairperson Van
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 December 30, 2022 – January 26, 2023, in the amount of \$4,001,648.44.

9C. APPROVAL OF MINUTES

City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – January 24, 2023.

9D. DECEMBER 2022 INVESTMENT REPORT

The Investment Report as of December 31, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. 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. Receive and file the Investment Report for the month of December 2022.

9E. DECEMBER 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of December 31, 2022, 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 December 2022.

9F. DECEMBER 2022 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended December 31, 2022, 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. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of December 31, 2022.

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 and Housing Authority Fund's December 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended December 31, 2022.

9G. PROFESSIONAL SERVICES AGREEMENT WITH CITYTECH SOLUTIONS/CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING PERMIT AND CODE ENFORCEMENT SOFTWARE TRACKING SYSTEM

Staff recommends the City enter into a Professional Services Agreement with CityTech Solutions/Charles Abbott Associates, Inc. in an amount not to exceed \$40,500, plus a 2% increase per year, starting at year 2, for continued operation of the Building Permit and Code Enforcement Software Tracking System for a term of three (3) years, set to expire March 1, 2026 with a one (1) year option to renew.

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);
2. Approve Professional Services Agreement with CityTech Solutions, a division of Charles Abbott Associates, Inc.; and
3. Authorize the City Manager to execute the Professional Services Agreement between City of Stanton and CityTech Solutions to provide Building Permit and code Enforcement Software Tracking System services.

9H. SECOND AMENDMENT TO AGREEMENT FOR THE STANTON FAMILY RESOURCE CENTER UNDER THE COUNTY OF ORANGE FAMILIES AND COMMUNITIES TOGETHER (FaCT) PROGRAM

The City Council will consider approving the Second Amendment to the Agreement for Family Resource Center Services, extending the contract term for two years from July 1, 2023 through June 30, 2025 and allocating funding in the amount of \$370,800 each year.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Approve the Second Amendment to the Agreement for Family Resource Center Services with the County of Orange Social Services Agency; and
3. Authorize the City Manager to bind the City of Stanton and the County of Orange Social Services Agency in an amended agreement to provide Family Resource Center services.

9I. AWARD OF CONSTRUCTION CONTRACT FOR THE FAMILY RESOURCE CENTER (FRC) RENOVATION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT (PHASE I) AND APPROPRIATION OF FUNDS

Four bids for the Family Resource Center (FRC) Renovation Community Development Block Grant (CDBG) Project (Phase I) were opened on January 24, 2023. Based on the post-bid analysis of the bids received, staff has determined the bid submitted by A2Z Construct, Inc. (A2Z) to be the lowest responsible and responsive bid at \$684,400.

Including construction costs, a 10% contingency, and inspection costs, the total Phase I project is estimated at \$767,840. The current Phase I project budget is \$544,259. Staff is requesting an appropriation of \$223,581 from the City's Other Grants Fund (Fund 227) to fund the remainder of the project costs. These funds represent America Rescue Plan Act (ARPA) Funds that are being passed through from the County of Orange.

RECOMMENDED ACTION:

1. City Council declare that this project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301(a) as repair, maintenance, and minor alteration of an existing public facility; and
2. Award a construction contract for the Family Resource Center Improvements Project (Phase 1) to A2Z Construct Inc. for the bid amount of \$684,400 and reject all other bids; and

3. Authorize the City Manager to bind the City of Stanton and A2Z Construct Inc. in a contract for the construction; and
4. Authorize the City Manager to approve contract changes, not to exceed 10 percent of the bid amount (\$68,440); and
5. Appropriate \$223,581 from the Other Grants Fund (Fund 227) to increase the total Fiscal Year 2022-23 budget for the Family Resource Center Improvements Project (Phase 1) (Task Code No. 2022-201) to \$767,840.

9J. AMENDMENT NO. 1 FOR THE MAGNOLIA STREET REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT COOPERATIVE SERVICE AGREEMENT WITH ORANGE COUNTY TRANSPORTATION AUTHORITY

The City Council will consider a first amendment to the Cooperative Agreement between the City of Stanton and the Orange County Transportation Authority (OCTA) for the Magnolia Street Regional Traffic Signal Synchronization Project, currently set to expire on June 30, 2023. OCTA provided an Amendment to the existing Cooperative Agreement to extend the term for an additional 24 months from June 30, 2023 to June 30, 2025 as well as update the City's contact information. OCTA is requesting the term extension to allow sufficient time to complete the Operations & Maintenance (O&M) tasks along with necessary project closeout tasks. In addition, staff is requesting City Council approval for an appropriation of \$50,000 to encumber the City's matching contribution as part of the Cooperative Agreement.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approve Amendment No. 1 to the existing Cooperative Agreement No. C-7-1828 with OCTA; and
3. Authorize the City Manager to execute Amendment No. 1 to the existing Agreement with OCTA; and
4. Appropriate \$50,000 from the Gas Tax Fund (#211) to encumber the City's matching contribution.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. CONSIDERATION OF AN ORDINANCE TO ADOPT THE 2022 CALIFORNIA BUILDING AND RELATED MODEL CONSTRUCTION CODES - SECOND READING OF ORDINANCE NO. 1128

The State's Health and Safety Code requires local governments to adopt the most recent editions of the model codes related to construction. The construction codes include: the California Building, Residential, Energy, Green Building Standards, Plumbing, Mechanical, Electrical, Fire, Existing Building, Historical, Administrative, Referenced Standards Codes, the International Property Maintenance Code, and the International Swimming Pool and Spa Code. If City Council approves the attached ordinance, the most recent editions of the California construction codes with the applicable amendments will become effective March 17, 2023 as required by State law.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. Declare that the project is not subject to CEQA in accordance with Sections 15378 and 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 for second reading Ordinance No. 1128, in accordance with California Government Code Title 5, Division 1, Part 1, as published by the Building Standards Bulletin 22-02. City Clerk read the title of Ordinance No. 1128, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING DIVISION I OF TITLE 16 AND CHAPTER 17.08 OF TITLE 17 OF THE STANTON MUNICIPAL CODE PERTAINING TO THE ADOPTION OF THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, CONSISTING OF THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE, THE CALIFORNIA PLUMBING CODE, THE CALIFORNIA MECHANICAL CODE, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA ADMINISTRATIVE CODE, THE CALIFORNIA GREEN BUILDING STANDARDS CODE, THE CALIFORNIA EXISTING BUILDING CODE, THE CALIFORNIA ENERGY CODE, THE CALIFORNIA HISTORICAL BUILDING CODE, AND THE CALIFORNIA REFERENCED STANDARDS CODE; THE INTERNATIONAL SWIMMING POOL AND SPA CODE; AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE, WITH AMENDMENTS THERETO, AND MAKING FINDINGS IN SUPPORT THEREOF”; and

4. City Council adopt Ordinance No. 1128.

10B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO ENSURE CONSISTENCY WITH STATE REGULATIONS AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

In September 2022, the California Legislature approved, and the Governor signed into law, a new bill (“SB 897”) that further amends Government Code sections 65852.2 and 65852.22—the state statutes regulating accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”), respectively. SB 897 went into effect on January 1, 2023. If the City’s ADU ordinance does not comply with state law, then its entire ADU ordinance becomes null and void as a matter of law. The attached ordinance updates the City’s ADU ordinance to comply with SB 897.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. City Council find the proposed project exempt from the California Environmental Quality Act (CEQA) under California Public Resources Code Section 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Section 65852.2 of the California Government Code; and
3. Introduce for first reading Ordinance No. 1127, in accordance with California Government Code Title 5, Division 1, Part 1, as published by the Building Standards Bulletin 22-02, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO ENSURE CONSISTENCY WITH STATE REGULATIONS AND FINDING THE ACTION TO BE EXEMPT FROM CEQA”; and

4. Set said Ordinance No. 1127 for a public hearing and second reading at the regular City Council meeting of February 28, 2023.

11. UNFINISHED BUSINESS

11A. AMERICAN RESCUE PLAN ACT (ARPA) PROJECT UPDATES AND EXPANSION AND EXTENSION OF ARPA-FUNDED PUBLIC SAFETY PILOT PROGRAM

Staff will provide an American Rescue Plan Act (ARPA) presentation regarding the ARPA funds expended to-date and progress on ARPA projects currently underway or completed.

Council will also consider extending the Public Safety Pilot Program (Pilot Program) through June 30, 2023 and adding one additional Deputy to provide 40 additional hours of coverage per week.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Receive and file the presentation; and
3. Direct staff to proceed with extending the original six-month Pilot Program from May 13, 2023 to June 30, 2023 and adding one additional Deputy to provide 40 additional hours of coverage per week; and
4. Authorize the reallocation of an additional \$86,000 from the City's ARPA Allocation (ARPA Fund #257) that is currently allocated for the "Purchase of Property/Housing Opportunities" project to fund the extension and expansion of the Pilot Program.

12. NEW BUSINESS

12A. ADOPT A RESOLUTION OF INTENTION AND HOLD THE FIRST READING OF AN ORDINANCE TO AMEND THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM CONTRACT WITH THE CITY OF STANTON

The City Council will consider adopting a Resolution of Intention and hold the first reading of Ordinance No. 1129 to amend the California Public Employees' Retirement System Contract with the City of Stanton to remove the exclusion language for persons compensated on an hourly basis and to provide for the exclusions of the Intern, Park Ranger, Recreation Leader, and Senior Recreation Leader positions.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) - continuing administrative or maintenance activities, such as purchase of supplies, personnel-related actions, general policy and procedures making; and
2. Adopt Resolution 2023-04, a Resolution of Intention approving an amendment to the contract with the California Public Employees' Retirement System (CalPERS), entitled:

"A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF STANTON"; and

3. Approve the Certification of Compliance with Government Code Section 7507; and
4. City Council conduct the first reading of Ordinance No. 1129, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF STANTON AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO REMOVE THE CONTRACT PROVISION EXCLUDING FROM CALPERS MEMBERSHIP "PERSONS COMPENSATED ON AN HOURLY BASIS" PROSPECTIVELY, PURSUANT TO GOVERNMENT CODE SECTIONS 20305 NAD 20503"; and

5. Set said Ordinance No. 1129 for a second reading at the regular City Council meeting of March 14, 2023.

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled: None.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY 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 9th day of February, 2023.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

December 30, 2022 - January 26, 2023

Electronic Transaction Nos.	2325-2369	\$	3,451,936.75
Check Nos.	136041-136142	\$	549,711.69

TOTAL	\$	4,001,648.44
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**Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.**

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

/s/ Hannah Shin-Heydorn

City Manager

/s/ Michelle Bannigan

Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: MBannigan
Printed: 1/30/2023 8:38 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2325	REC16138	RECTRAC REFUNDS	01/03/2023	
	29114	Cancellation for #29914 Aura Temaj		-35.00
	29114	Deposit Refund for #29914 Aura Temaj due to r		100.00
	29114	Refund for #29914 Aura Temaj due to rain cance		75.00
Total for Check Number 2325:				140.00
2326	GOL1321	GOLDEN STATE WATER COMPANY	01/03/2023	
	December 09	Nov 8- Dec 8 Water services median		1,686.87
	December 09	Nov 8- Dec 8 Water services median		72.40
	December 09	Nov 8- Dec 8 Water services central park		2,805.43
	December 09	Nov 8- Dec 8 Water services park		3,708.50
	December 09	Nov 8- Dec 8 Water services building		373.30
Total for Check Number 2326:				8,646.50
2327	GOL1321	GOLDEN STATE WATER COMPANY	01/04/2023	
	December 13	Water Services Median Nov 23-Dec 05		65.78
	December 13	Water Services Building Nov 23-Dec 05		146.46
Total for Check Number 2327:				212.24
2328	GOL1321	GOLDEN STATE WATER COMPANY	01/05/2023	
	December 14	Water Services Median Nov 23-Dec 05		159.69
	December 14	Water Services Park Nov 23-Dec 05		229.32
Total for Check Number 2328:				389.01
2329	BOY14655	BOYS & GIRLS CLUBS OF LA HABRA	01/06/2023	
	11 30 2022	La Habra CBO - Focus Area #1 - Nov 2022		19,118.05
Total for Check Number 2329:				19,118.05
2330	PUB15477	PUBLIC AGENCY RISK SHARING AUT	01/06/2023	
	PPE 12/17/2022	PARS - PPE 12/17/2022		1,312.57
Total for Check Number 2330:				1,312.57
2331	CHR15117	THE CHRYSALIS CENTER	01/06/2023	
	NOC-PSC 6	Anaheim CBO - Focus Area #2. 3 - Nov 2022		2,634.95
Total for Check Number 2331:				2,634.95
2332	LOT14650	LOT318	01/06/2023	
	11 30 2022	Placentia CB) - Focus Area #1 - Nov 2022		12,858.73
Total for Check Number 2332:				12,858.73
2333	BIG13189	BIG BROTHERS BIG SISTERS OF ORA	01/06/2023	
	11	Regional CBO - Focus Area #1 - Nov 2022		6,193.69

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2333:				6,193.69
2334	REC16138	RECTRAC REFUNDS	01/09/2023	
	28849	Deposit Refund #28849 for Douglas Guilbert		150.00
	28878	Deposit Refund #28878 for Cathy Nguyen		150.00
	28911	Deposit Refund #28911 for Connie Wong		150.00
	29247	Deposit Refund #29247 for Noel Frigillana		100.00
Total for Check Number 2334:				550.00
2335	EDD1067	EDD	01/09/2023	
	1/5/2023	State Unemployment		3,876.30
	1/5/2023	State Tax Withholding		7,063.09
Total for Check Number 2335:				10,939.39
2336	INT1569	INTERNAL REVENUE SERVICE	01/09/2023	
	1/5/2023	(MC) Medicare - Employee Share		2,423.33
	1/5/2023	(ME) Medicare - City Share		2,423.33
	1/5/2023	(FD) Federal Tax Withholding		18,313.02
Total for Check Number 2336:				23,159.68
2337	OCA2137	COUNTY OF ORANGE TREASURER- T	01/10/2023	
	SH 64290	Sheriff Contract Services (Mobile Data Compute		334.83
	SH 64290	Sheriff Contract Services January-2023		319,652.17
	SH 64290	Sheriff Contract Services (Office Specialist Fron		8,852.50
	SH 64290	Sheriff contract services january - 2023		765,375.83
	SH 64290	Sheriff Contract Services (Mobile Data Compute		738.00
	SH 64290	.25% Early Payment Discount		-2,762.04
	SH 64290	Sheriff Contract Services (Crime Prevention Spe		9,860.83
Total for Check Number 2337:				1,102,052.12
2338	GOL1321	GOLDEN STATE WATER COMPANY	01/10/2023	
	December 19	Water Services Median Nov 12- Dec 09		144.90
	December 19	Water Services Park Nov 12- Dec 09		560.85
Total for Check Number 2338:				705.75
2339	REC16138	RECTRAC REFUNDS	01/10/2023	
	28805	Deposit Refund for Andrew Jonokuchi 1/7/23		300.00
	28982	Full Refund for Ann Nguyen 1/15/23 due to wea		75.00
	28982	Deposit Refund for Ann Nguyen 1/15/23		100.00
Total for Check Number 2339:				475.00
2340	REC16138	RECTRAC REFUNDS	01/11/2023	
	28968	Refund #28968 Maria Hoang / class cxl due to lc		84.00
	29160	Refund #29160 Jocelyn Jenkins / class cxl due to		84.00
	29192	Refund #29192 Melissa Booth / class cxl due to		84.00
	29216	Refund#29216 Jacqueline Miranda/ class cxl due		84.00
Total for Check Number 2340:				336.00
2341	MIS16496	MISSIONSQUARE	01/11/2023	
	PPE 12/31/2022	PPE 12/31/22 - #302393		3,165.00
Total for Check Number 2341:				3,165.00
2342	CAS680	CA ST PERS 103	01/12/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	PPE 12/17/2022	PERS - City's Share - Classic T2		4,081.33
	PPE 12/17/2022	PERS - Survivor Classic T2		7.44
	PPE 12/17/2022	PERS - Employee New T3		4,857.77
	PPE 12/17/2022	PERS - Survivor New T3		24.18
	PPE 12/17/2022	PERS - City's Share T1		2,924.31
	PPE 12/17/2022	PERS - City's Share - New T3		5,375.92
	PPE 12/17/2022	PERS - Survivor (Employee) T1		8.37
	PPE 12/17/2022	PERS - Employee's Share T1		1,883.18
	PPE 12/17/2022	PERS - Employee Classic T2		3,310.48
			Total for Check Number 2342:	22,472.98
2343	MY14832 6	MY SAFE HARBOR INC Anaheim CBO - Focus Area #1 - Dec 2022	01/13/2023	8,440.03
			Total for Check Number 2343:	8,440.03
2344	SED15718 SF-9238-2023-01	SEDGWICK CLAIMS MANAGEMENT S Claims funding for payments issued	01/13/2023	997.29
			Total for Check Number 2344:	997.29
2345	BOY13501 2001K	BOYS & GIRLS CLUBS OF GARDEN GI Regional CBO - Focus Area #1 - Dec 2022	01/13/2023	5,627.68
			Total for Check Number 2345:	5,627.68
2346	BOY14651 NOC-PSC 12	BOYS & GIRLS CLUBS OF BREA-PLAC Brea CBO - Focus Area #1 - Dec 2022	01/13/2023	9,020.15
			Total for Check Number 2346:	9,020.15
2347	ORA15061 10-1222	ORANGE COUNTY CONSERVATION C Regional CBO - Focus Areas #2, 3 - Dec 2022	01/13/2023	8,573.30
			Total for Check Number 2347:	8,573.30
2348	OCU14659 NOC-PSC 5023 NOC-PSC 5024	OC UNITED TOGETHER Regional CBO - Focus Area #3 - Dec 2022 Fullerton CBO - Focus Area #1 - Dec 2022	01/13/2023	7,182.40 8,386.34
			Total for Check Number 2348:	15,568.74
2349	KAN13336 Y5, Dec 2022 Y5, Dec 2022	SOO KANG Regional Special Dept Expense - Vehicle - Dec 2 Regional Special Dept Expense - Communicatio	01/13/2023	600.00 150.00
			Total for Check Number 2349:	750.00
2350	TIM14834 11 - Year 5	TIM SHAW & ASSOCIATES Regional CBO - Capacity Building (Dec 2022)	01/13/2023	900.00
			Total for Check Number 2350:	900.00
2351	BOY14668 YD410	BOYS AND GIRLS CLUB OF BUENA PA Buena Park CBO - Focus Area #1 - Nov 2022	01/13/2023	16,347.86
			Total for Check Number 2351:	16,347.86
2352	JEN14424 PPE 12/31/2022	ANA JENSEN Wage Garnishment PPE 12/31/2022	01/13/2023	400.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2352:				400.00
2353	PUB15477 PPE 12/31/2022	PUBLIC AGENCY RISK SHARING AUT PARS - PPE 12/31/2022	01/13/2023	1,278.62
Total for Check Number 2353:				1,278.62
2354	USB13423 2016AB-012023 2016CD-012023	US BANK 2016 AB Bonds Debt Service Payment 2016 CD Bonds Debt Service Payment	01/13/2023	713,920.10 1,234,522.72
Total for Check Number 2354:				1,948,442.82
2355	CAL12493 100000017034396	CALPERS 2023 Replacement Benefit Contribution	01/17/2023	4,656.72
Total for Check Number 2355:				4,656.72
2356	CAS680 PPE 12/31/2022 PPE 12/31/2022 PPE 12/31/2022 PPE 12/31/2022 PPE 12/31/2022 PPE 12/31/2022 PPE 12/31/2022 PPE 12/31/2022 PPE 12/31/2022	CA ST PERS 103 PERS - Survivor New T3 PERS - City's Share T1 PERS - Survivor (Employee) T1 PERS - City's Share - Classic T2 PERS - Survivor Classic T2 PERS - Employee's Share T1 PERS - City's Share - New T3 PERS - Employee Classic T2 PERS - Employee New T3	01/17/2023	24.18 2,965.37 8.37 4,146.59 7.44 1,909.63 5,515.43 3,363.41 4,983.84
Total for Check Number 2356:				22,924.26
2357	REC16138 28824 28824 28994	RECTRAC REFUNDS Refund cxncl res. 28824 Danille Achiro 1/15/23 Refund cxncl res. 28824 Danille Achiro 1/15/23 Deposit Refund 28994 Adam Fuerte 1/14/2023	01/18/2023	90.00 150.00 150.00
Total for Check Number 2357:				390.00
2358	FUL14661 NOC-PSC #7A NOC-PSC #7C NOC-PSC #7F NOC-PSC #8A NOC-PSC #8C NOC-PSC #8F	PATHWAYS OF HOPE Anaheim CBO - Focus Area #3 - Oct 2022 Regional CBO - Focus Area #3 - Oct 2022 Fullerton CBO - Focus Area #3 - Oct 2022 Anaheim CBO - Focus Area #3 - Nov 2022 Regional CBO - Focus Area #3 - Nov 2022 Fullerton CBO - Focus Area #3 - Nov 2022	01/20/2023	2,601.98 32,830.65 3,375.28 1,773.84 24,303.99 5,073.83
Total for Check Number 2358:				69,959.57
2359	OCA2137 SH 64324 STTM0000580	COUNTY OF ORANGE TREASURER- T AFIS (Fingerprinting) January, 2023 800 Mhz (ST1) August, 2022	01/20/2023	1,513.00 69.50
Total for Check Number 2359:				1,582.50
2360	OCF2164 S0477370	OC FIRE AUTHORITY Stn Annex Prop. Tax Pass Thru FY: 22/23	01/20/2023	22,523.00
Total for Check Number 2360:				22,523.00
2361	MET12565 Jan-23	METLIFE SBC January 23 Metlife Dental - City Share	01/20/2023	202.04

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Jan-23	January 23 Metlife Dental - Employee Share		30.76
			Total for Check Number 2361:	232.80
2362	VSP13387	VISION SERVICE PLAN - (CA)	01/20/2023	
	816783555	January 2023 Health Ins-Employer VSP		441.60
	816783555	January 2023 Health Ins-Employee VSP		55.16
			Total for Check Number 2362:	496.76
2363	BOY14658 47	BOYS & GIRLS CLUBS OF FULLERTON Fullerton CBO - Focus Area #1 - Dec 2022	01/20/2023	
				4,500.00
			Total for Check Number 2363:	4,500.00
2364	MY14832 7	MY SAFE HARBOR INC Anaheim CBO - Focus Area #1 - Jan 2023	01/20/2023	
				1,732.07
			Total for Check Number 2364:	1,732.07
2365	EDD1067	EDD	01/23/2023	
	1/19/2023	State Tax Withholding		2,191.38
	1/19/2023	State Unemployment		7,620.19
			Total for Check Number 2365:	9,811.57
2366	INT1569	INTERNAL REVENUE SERVICE	01/23/2023	
	1/19/2023	(FD) Federal Tax Withholding		19,958.36
	1/19/2023	(MC) Medicare - Employee Share		2,613.93
	1/19/2023	(ME) Medicare - City Share		2,613.93
			Total for Check Number 2366:	25,186.22
2367	USB3019	US BANK	01/23/2023	
	76 Gas Station	OCSD Motor Officer/Motorcycle Gas		25.37
	99 Cent Store	Supplies for KNO		30.29
	99c Store	Toys for Santa's Siren		16.31
	Ace Hardware	Clean up of catch basins		640.39
	Adobe	Annual Adobe Creative Cloud Subscription		599.88
	Albertsons	City Council Meeting Provisions (Ramirez Reco		54.03
	Amazon	Supplies for KNO		26.22
	Amazon	Supplies for KNO		70.52
	Amazon	Tree Lighting Supplies: Decorations		28.00
	Amazon	Adapter for sound machine		9.20
	Amazon	Small Electronic Accessories/Charger/USP		19.39
	Amazon	Lights for Glow in the Dark Teen Night Out		76.07
	Amazon	Toner		54.36
	Amazon	Office Supplies/ Air Purifier Filters		130.44
	Amazon	Supplies for TNO		5.50
	Amazon	Desk organizer, note pad and scissors		28.33
	Amazon.com	Computer Hardware/Computer/Mini PC		869.99
	Amazon.com	Computer Hardware/Computer/(2) Mini PCs		1,435.48
	Amazon.com	Computer Hardware/Computer/Mini PC		869.99
	Amazon.com	Computer Hardware/Security Equipment/Camer		654.66
	Amazon.com	Computer Hardware/Computer/Mini PC		869.99
	Amazon.com	Computer Hardware/Computer/(3) Mini PCs		2,544.42
	Amazon.com	Computer Hardware/Computer/(3) Mini PCs		2,544.42
	Amazon.com	Computer Hardware/Computer/Mini PC		869.99
	Amazon.com	Small Electronic Accessories/Scanner/Monitor C		96.68
	Ambala Sweets	Henna for Christmas Tree Lighting/Holidays Arc		30.00
	Arco Am/Pm	OCSD Motor Officer/Motorcycle Gas		23.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Association of	ACC-OC Orientation / Registration/ Council		150.00
	Awards.com	Service Award (Vazquez)		152.19
	Barnes & Noble	Office Supplies/Planner		29.08
	Big Lots	Supplies/ Storage Bins/ OCSD Sub-Station		68.78
	Budget Car Rent	NOC Public Safety Task Force Meeting/Sacrame		171.57
	Burlington	EA: \$250 GC for Nadia A		250.00
	California Park	Job Ad/ Community Services Coordinator		75.00
	Canva	Canva Monthly Subscription		12.99
	CEAOC	CEAOC Annual Membership Dues		50.00
	Certifix Live S	Nov-2022/ Fingerprint Rolling Fees		207.00
	Chevron	OCSD Motor Officer/Motorcycle Gas		28.09
	Chevron	OCSD Motor Officer/Motorcycle Gas		25.75
	Chevron	NOC Public Safety Task Force Meeting/Sacrame		19.42
	Chevron	OCSD Motor Officer/Motorcycle Gas		25.71
	Chevron	OCSD Motor Officer/Motorcycle Gas		25.74
	Chevron	Relocation/Family Reunification Assistance		90.00
	Command Link	Internet Coverage for City/DEC-2022		3,611.83
	Constant Contac	Constant Contact Monthly Subscription		35.00
	Cortinas	Tree Lighting: Staff Meal		100.00
	Costco	Refreshments/ OCSD DUI Checkpoint Operation		85.77
	Costco	City Council Meeting Provisions (Ramirez Reco		21.54
	Costco	Refreshments/ OCSD DUI Checkpoint Operation		9.41
	Costco	Refreshments/ OCSD Sergeant Meeting		201.97
	CSMFO	CSMFO Chapter Meeting/12/1/22/S.Cox/M.San		130.00
	CSMFO	CSMFO Membership Dues/S.Cox		125.00
	CSMFO	CSMFO Meeting Refund - Ruiz		-65.00
	CSMFO	CSMFO Dues - Bannigan		125.00
	CSMFO	CSMFO Conference/Sacramento/1/3/23-2/3/23/		470.00
	Daiso	Paper cups for office		11.42
	Digital Space	DEC-2022/City Website Hosting Service		22.00
	Dollar Tree	Christmas decoration for office		16.26
	Dollar Tree	Christmas decoration for office		14.92
	Dominos Pizza	OST Pizza		38.01
	Duluth Trading	Jackets for guys		303.41
	Duluth Trading	Jackets for guys		303.42
	El Super	EA: \$75 GC for Ofelia N.		75.00
	El Super	EA: \$25 GC for Ofelia N.		25.00
	El Super	EA: \$75 GC for Ofelia N.		75.00
	El Super	EA: \$50 GC for Ofelia N.		50.00
	El Super	EA: \$250 GC for Ofelia N & \$250 GC for M. B		500.00
	El Super	EA: \$25 GC for Ofelia N.		25.00
	Expedia.com	Emergency Hotel Assistance		443.50
	Expedia.com	Emergency Hotel Assistance		248.82
	Expedia.com	Emergency Hotel Assistance		86.54
	Expedia.com	Emergency Motel Assistance		870.80
	Expedia.com	Emergency Hotel Assistance		729.98
	Expedia.com	Emergency Hotel Assistance		10.80
	Facebook/ Meta	Social Media Marketing: Christmas, FRC, etc.		141.17
	Five Below	Toys for Santa's Siren		254.96
	Five Below	Toys for Santa's Siren		228.32
	Food 4 Less	OST Party		7.39
	Food 4 Less	FRC Special Department: Water for KBC		6.50
	Food-4-Less	OCFA Supplies/ Christmas Holiday Expense		135.22
	Food-4-Less	Salad dressing for staff lunch		2.79
	Food-4-Less	Restock Council Water/ Soda Supply		43.52
	G&M Oil	OCSD Motor Officer/Motorcycle Gas		27.34
	Google Appsheet	Work Order Program Usage Fee 12/5/22 - 1/5/23		450.00
	Gourmet Pie & C	OCFA Supplies/Christmas Holiday Expense		29.90
	Greyhound Lines	Relocation/Family Reunification Assistance		322.99

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Hills Bros Lock	10 FRC Keys		32.63
	Hobby Lobby	CSMFO Meeting Expenses (reimbursed by CSM		29.31
	Hobby Lobby	CSMFO Meeting Expenses (reimbursed by CSM		-19.83
	Hobby Lobby	Supplies/ Christmas Decorations/ OCS		198.28
	Home Depot	Caution tape		29.33
	Home Depot	Caution Tape		29.53
	Home Depot	Supplies to fix Sheriff toilet		8.68
	Home Depot	Stanton park restroom repair		57.64
	Home Depot	Supplies for guys		251.95
	Home Depot	Dotson Mobile Home repairs		408.92
	Home Depot	Supplies to clean up Stanton Park		162.29
	Home Depot	Brooms and trash can liners for SCP		108.55
	Home Depot	Supplies for FRC		161.23
	Home Depot	Stanton park restroom repair		111.06
	Home Depot	Park repairs		30.63
	Home Depot	Supplies to City Hall repairs		54.17
	Home Depot	Paint supplies		32.45
	Huatt Regency S	NOC Public Safety Task Force Meeting/Sacrame		407.59
	In-N-Out	Holiday Lunch Supplies		30.00
	In-N-Out	City Council Closed Session Expense		51.60
	JK Electronics	Supplies for Christmas Tree		79.08
	JP Morgan Chase	Emergency Assistance Conv Fee		1.65
	JP Morgan Chase	EA: Service Charge		1.65
	Katella Deli	OCFA Supplies/Christmas Holiday Expense		35.00
	League of CA Ci	CalCities Conf/ Registration/ CM		625.00
	League of CA Ci	CalCities Conf/ Registration/ Council		625.00
	Leobardos Baker	FaCT Direct Services, Bread for Cafecito Time		16.00
	Leobardos Baker	FaCT Direct Services, Bread for Cafecito Time		16.00
	Long Beach Airp	NOC Public Safety Task Force Meeting/Sacrame		42.00
	Long Beach Marc	NOC Public Safety Task Force Meeting/Sacrame		10.74
	Lucilles Smokeh	Refreshments/ OCS		136.25
	Marshall's	EA: (2) \$250 GC for Salas and Ramirez Family		500.00
	Mitel Cloud Ser	DEC-2022/Mitel Phone System		2,417.28
	New Pig	Clean up of catch basins		491.45
	OC Goodwill	Emergency Clothing Assistance		23.98
	OC Register	OC Register Subscription (cancelled as of 1/18)		14.00
	Office Depot	Supplies/ Frames/ Council Office		70.82
	Pizza D Amore	Pizza for KNO		40.27
	Pizza D Amore	Piiza for TNO		19.01
	Pollys Pies	OCFA Supplies/Christmas Holiday Expense		34.98
	Quick Quack Car	Outreach Vehicle Maintenance		7.99
	Raising Canes	Holiday Lunch Supplies		15.00
	RealVNC	Annual/Remote Access Software 12/15/22 - 12/1		814.08
	Ross	EA: \$200 GC for E. Vicente		200.00
	Sams Club	D-Batteries for hand sanitizer stations		19.82
	Shell Oil	OCS		28.26
	Smart & Final	Holiday Lunch Supplies		310.00
	Smart & Final	Service Award Gift (Ruiz)		200.00
	Smart & Final	Drink and snacks for TNO		15.48
	Smart & Final	Interview Panel Supplies		105.00
	Smart & Final	Refreshments/ OCS		85.34
	Smart & Final	Holiday Lunch Supplies		130.00
	Smart & Final	Refreshments/ Thanksgiving/ OCS		82.97
	Smart & Final	Service Award Gift (Ruiz, Cain, Wren)		300.00
	Smart & Final	Restock Coffee/ Breakroom Supplies		95.75
	Smart & Final	Drink and snacks for KNO		43.17
	Smart and Final	Water for Volunteers for Food Distribution-Senic		13.19
	So Cal Edison	EA: Electric Bill for J.Hernandez		498.35
	So California E	Emergency Assistance Electric Bill		500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Southern Califo	Document Destruction (Records Management)		325.00
	Spotify	Monthly Spotify Subscription		9.99
	SSP America Caf	NOC Public Safety Task Force Meeting/Sacrame		17.23
	Staples	Office Supplies for yard		219.84
	Staples	FRC Office Supplies		84.47
	Staples	OST and cleaning supplies		41.99
	Staples	FRC Office Supplies - Batteries		28.00
	Staples	Coffee for FRC Program Participants		106.13
	Stater Bros	Emergency Meal Assistance		50.00
	Stater Bros	EA: \$250 GC for Ramirez Family		250.00
	Stater Bros	Emergency Meal Assistance		100.00
	Successories	CREDIT/ Service Award/ Item Refund		-152.19
	Target	Tree Lighting: Decorations		19.26
	Target	Christmas decoration for office		14.01
	Target	Holiday Lunch Supplies		63.50
	Target	Christmas tree for staff office		32.33
	Target	Service Award Gift (Vazquez)		47.00
	Target	RETURN: Damaged Ornaments		-16.19
	Target	EA: \$50 GC for E.Vicente; \$500 for C.Okon		550.00
	Target	EA: \$250 GC for M.Beltran		250.00
	Target	EA: \$500 for M.Santiago & \$500 for E.Chacon		1,000.00
	Target	EA: \$250 GC for E.Vicente; \$500 for L.Nguyen		750.00
	Target	Adopt-a-Family Decorations		16.16
	Target	*Reimbursed from CSMFO/Meeting Exp/CSMF		15.05
	Target.com	Supplies/OCSD Sub-station/Mini Fridge		237.04
	The Grand	Holiday Lunch Catering Deposit		750.00
	The Home Depot	Painting Supplies/OCSD Sub-station		37.45
	The Home Depot	REFUND/ Painting Supplies/ OCSD Sub-Stator		-43.49
	The Home Depot	REFUND/ Painting Supplies/ OCSD Sub-station		-43.49
	The Home Depot	Painting Supplies/ OCSD Sub-Station		43.49
	The Home Depot	Materials and Supplies		35.85
	The Home Depot	Painting Supplies/ OCSD Sub-Station		43.49
	The Hose-Man	Plumbing Supplies		131.51
	The Park Downto	NOC Public Safety Task Force Meeting/Sacrame		23.45
	The Toll Road	Motor Deputy/ Travel on Toll Road		2.20
	Trader Joes	EA: \$250 GC for Alejandra V.		250.00
	Tustin Ranch Go	*Reimbursed from CSMFO/CSMFO Holiday M		5,000.00
	Tustin Ranch Go	*Reimbursed from CSMFO/CSMFO Holiday M		3,417.45
	Uber	Outreach Appointment - Ride Assistance		14.28
	Uber	Outreach Appointment - Ride Assistance		8.93
	Uline	Doggie Bags		466.24
	UPS Store	packaging tape		5.42
	Vons	Christmas Tree Lighting Cookies and Icing		160.65
	Vons	Cookies for KNO		8.99
	Walgreens	OST Student Pictures for Craft		1.45
	Walgreens	OST: Student Pictures for Craft		7.54
	Walmart	Glow in the dark supplies for TNO		67.14
	Walmart	EA: (4) \$250 GC for Castro and Guerrero Famil		1,000.00
	Walmart	EA: \$500 GC for M.Perez		500.00
	Walmart	Candy for Christmas Tree Lighting/Holidays Arc		13.66
	Walmart	EA: (3) \$250 GC for Salas and Ocgueda Family		750.00
	Walmart Store	Emergency Clothing Assistance		27.15
	Willys Locksmit	Keys for restroom		19.62
	Willys Locksmit	Replacement keys		19.62
	Zoom Video Comm	Annual Zoom Subscription (Dec 1, 2022 - Nov 3		786.98
Total for Check Number 2367:				52,760.37
2368	AFL187	AFLAC-FLEX ONE	01/24/2023	
	330123	January 23 Employee (Aflac)		158.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	330123	January 23 Employee (Life Ins. & Disability Ins.		149.41
			Total for Check Number 2368:	307.76
2369	MIS16496 PPE 01/14/2023	MISSIONSQUARE PPE 01/14/2023 - #302393	01/25/2023	3,165.00
			Total for Check Number 2369:	3,165.00
136041	SOC2734 01/03/23 01/03/23 01/03/23 01/03/23	SO CAL EDISON Electric Service - Medians - Dec Electric Service - Building - Dec Electric Service - Light - Dec Electric Service - Signals - Dec	01/05/2023	50.71 6,466.63 57.87 68.75
			Total for Check Number 136041:	6,643.96
136042	ACE13161 10140	ACE LASER PRINTER SERVICE Toner/ supplies	01/12/2023	287.69
			Total for Check Number 136042:	287.69
136043	AGU16533 ST326888	JUAN AGUILAR Citation Refund for #ST326888	01/12/2023	76.00
			Total for Check Number 136043:	76.00
136044	ALL228 81227 81565 81928	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services - 10/30/22-11/1 School Crossing Guard Services - 11/13/22-11/2 School Crossing Guard Services - 11/27/22-12/1	01/12/2023	2,274.48 1,263.60 2,485.08
			Total for Check Number 136044:	6,023.16
136045	AME15118 518572	AMERICAN RENTALS, INC Boom lift rental for chistmas tree	01/12/2023	2,903.76
			Total for Check Number 136045:	2,903.76
136046	ASS12906 3260 3260	ASSOCIATION OF CALIFORNIA CITIES 2023 ACC-OC Annual Membership Dues (Jan-J 2023 ACC-OC Annual Membership Dues (Jul-D	01/12/2023	4,682.25 4,682.25
			Total for Check Number 136046:	9,364.50
136047	ATT377 1/3/2023 1/3/2023 1/9/2023 1/9/2023 12/22/2022	AT&T DMV Access Line - Oct-Dec Cerritos/ Magnolia - Dec Cerritos/ Dale - Dec Cerritos/ Knott - Dec Cerritos Intercon - Nov-Dec	01/12/2023	55.25 24.04 22.80 22.80 200.31
			Total for Check Number 136047:	325.20
136048	AUT12223 4072695293 4072703477	AUTOZONE INC. Parts to repair City Yard gate Parts to repair fleet vehicles	01/12/2023	20.09 31.30
			Total for Check Number 136048:	51.39
136049	BEA14942 17429	BEAR ELECTRICAL SOLUTIONS, INC Maintenance Service - Nov	01/12/2023	1,045.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	17514	Response Service - Nov		610.50
			Total for Check Number 136049:	1,655.50
136050	BOY13501 2023J	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Services (FaCT) Invoice for Boys &	01/12/2023	5,319.94
			Total for Check Number 136050:	5,319.94
136051	CRI13190 23954 23967	C.R.I ELECTRIC, INC Troubleshoot and repair light at Tennis Courts Troubleshoot and repair Lightpole at Aspen and	01/12/2023	375.00 1,993.12
			Total for Check Number 136051:	2,368.12
136052	C3O13388 INV155903 INV155903	C3 TECHNOLOGY SERVICES Sharp Copiers/ Toner/ Maintenance 12/9/22 - 1/8 Sharp Copiers/ All Facilities/ Rental Equipment	01/12/2023	1,090.10 1,679.00
			Total for Check Number 136052:	2,769.10
136053	CAL12690 CY22 Q4	CALIFORNIA BUILDING STANDARDS CBSC SB1473 Fee 2022 Q4 Less 10% Local Go	01/12/2023	224.10
			Total for Check Number 136053:	224.10
136054	FIR1181 82158020	CORELOGIC SOLUTIONS, LLC DEC-2022/ Geographic Package - Realquest	01/12/2023	315.00
			Total for Check Number 136054:	315.00
136055	COU15550 PW230016 PW230016A PW230020 PW230020A PW230026 PW230026A PW230031	COUNTY OF ORANGE Concrete and Road maintenance for Jul/Aug Storm drain repairs on Lampson Ave. - July/Aug Concrete and Road maintenance for Sep Storm drain repairs on Lampson Ave. - Sept Concrete and Road maintenance for Oct Storm drain repairs on Lampson Ave. - Oct Concrete and Road Maintenance for Nov	01/12/2023	10,235.89 270.71 3,368.48 690.22 17,500.82 29,785.00 64.39
			Total for Check Number 136055:	61,915.51
136056	CSU14679 AR172549	CSU FULLERTON ASC Regional CBO - Focus Area #1, 2 - Nov 2022	01/12/2023	1,968.61
			Total for Check Number 136056:	1,968.61
136057	DAV15696 13507	DAVIS FARR LLP Temporary Accounting Services - Nov 22	01/12/2023	9,630.00
			Total for Check Number 136057:	9,630.00
136058	CAC563 SMIP CY22 Q4	DEPARTMENT OF CONSERVATION SMIP Fee Q4 CY2022 Less 5%	01/12/2023	793.65
			Total for Check Number 136058:	793.65
136059	DIV13216 CY22 Q4	DIVISION OF THE STATE ARCHITECT AB1379: Amount due to State Architect - 10%	01/12/2023	486.80
			Total for Check Number 136059:	486.80
136060	ECO15351	ECONO TIRE, INC	01/12/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	26932	New tire on Chevy License #1374559		270.00
			Total for Check Number 136060:	270.00
136061	FRA12638 PPE 12-31-2022	FRANCHISE TAX BOARD Wage Garnishment PPE 12-31-2022	01/12/2023	331.47
			Total for Check Number 136061:	331.47
136062	FRO13927 1/11/23	FRONTIER City Hall frame relay port - Jan	01/12/2023	155.63
			Total for Check Number 136062:	155.63
136063	GAL1259 022896592	GALLS LLC Public Safety Clothing: 12/06/2022 - (2) tactical	01/12/2023	142.21
			Total for Check Number 136063:	142.21
136064	GRA1350 9546872277	GRAINGER, INC. Hand sanitizer and trash bags	01/12/2023	615.25
			Total for Check Number 136064:	615.25
136065	INT16247 PPE 12-31-2022	INTERNAL REVENUE SERVICE Wage Garnishment PPE 12-31-2022	01/12/2023	161.00
			Total for Check Number 136065:	161.00
136066	INF1555 2022110013	IRC, INC Background checks from 11/1/2022 to 12/1/2022	01/12/2023	352.57
			Total for Check Number 136066:	352.57
136067	JOH16543 2022-504 2022-504	John Cataldo Architects Refund Plan Check Fees for Permit #2022-504 Refund Ministerial Services for Permit #2022-504	01/12/2023	1,439.35 90.00
			Total for Check Number 136067:	1,529.35
136068	HUN12150 STA1FOG12210 STA1MS412210	JOHN L. HUNTER & ASSOCIATES, INC FOG - Oct 22 NPDES - Oct 22	01/12/2023	1,115.00 6,236.25
			Total for Check Number 136068:	7,351.25
136069	LIF16289 28095	LIFE CHRISTIAN CHURCH OF ORANGE Deposit Refund #28095 12/18/2022	01/12/2023	400.00
			Total for Check Number 136069:	400.00
136070	LON15449 44860	LONG BEACH BMW MOTORCYCLES Repairs to sheriff motorcycle	01/12/2023	489.95
			Total for Check Number 136070:	489.95
136071	MAS16381 0123 0123 DP	MASTER JANITORIAL SERVICE, LLC City Janitorial Services- Jan Janitorial Services: Harry Dotson Park (Onetime)	01/12/2023	5,095.00 360.00
			Total for Check Number 136071:	5,455.00
136072	MIN15024	MINUTEMAN PRESS	01/12/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	36494	(500) Business Cards/ Mayor Pro Tem		61.18
		Total for Check Number 136072:		61.18
136073	MOT15980	MOTIVE ENERGY TELECOMMUNICATI	01/12/2023	
	240	Installation of wall mount charger at City Hall		1,738.00
	240	Installation of wall mount charger at City Hall		1,328.95
	240	Installation of wall mount charger at City Hall		224.00
	240	Installation of wall mount charger at City Hall		102.00
	515	Gateway Cellular Equipment		1,359.38
		Total for Check Number 136073:		4,752.33
136074	MSW16146	MSW CONSULTANTS, INC	01/12/2023	
	541	Consulting Services for SB 1383 compliance - O		12,424.50
		Total for Check Number 136074:		12,424.50
136075	NHU16544	Nhung Pham	01/12/2023	
	2021-276	C&D Deposit Refund for Permit #2021-276		1,950.00
		Total for Check Number 136075:		1,950.00
136076	COU11867	COUNTY OF ORANGE COUNTY TREA-	01/12/2023	
	PW230436	NPDES for FY 22/23 City's Share for National P		48,208.34
		Total for Check Number 136076:		48,208.34
136077	PBK16444	PBK ARCHITECTS INC	01/12/2023	
	3	Design Services for Norm Ross Sports Park		60,800.00
		Total for Check Number 136077:		60,800.00
136078	QUA15782	QUALITY MANAGEMENT GROUP, INC	01/12/2023	
	2022-12	Property Management Svcs for Tina Pacific Dev		6,250.00
	2022-12-PR	CM & Management Salaries for Tina Pacific De		8,016.66
	2023-01	Property Management Svcs for Tina Pacific Dev		6,250.00
	2023-01-PR	CM & Management Salaries for Tina Pacific De		8,016.66
		Total for Check Number 136078:		28,533.32
136079	SCS13184	S.C. SIGNS & SUPPLIES LLC	01/12/2023	
	233274	New street name signs		587.25
		Total for Check Number 136079:		587.25
136080	SAY16546	Sayan Ghosh	01/12/2023	
	28434	Deposit Refund #28434 Sayan Ghosh		500.00
		Total for Check Number 136080:		500.00
136081	SCO13877	SCOTT HARRISON PLUMBING & HTG	01/12/2023	
	377174	Fix blockage of shower and toilet at Sheriff static		988.00
	377217	Diagnosis blockage of shower and toilet at Sheri		129.00
		Total for Check Number 136081:		1,117.00
136082	SOC2734	SO CAL EDISON	01/12/2023	
	01/09/23	Electric Service - Signals - Dec		2,230.70
	01/09/23	Electric Service - Parks - Dec		1,386.71
	01/09/23	Electric Service - Light - Dec		20,125.19
	01/09/23	Electric Service - SCP - Dec		5,988.89

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1/5/2023	Electric Svc/ Tina Pacific		1,536.17
			Total for Check Number 136082:	31,267.66
136083	SOC12606	SO CAL INDUSTRIES	01/12/2023	
	604534	Fence Rental for 10652 Bell Street - Dec-Jan		59.11
	604535	Fence Rental for Magnolia Ave./Tina Way - Dec-		603.27
	605497	Fence Rental for 8870 Pacific - Dec-Jan		231.21
	605498	Fence Rental for 8970 Pacific - Dec-Jan		208.58
	607879	Fence Rental for 8910-8920 Pacific - Dec		311.94
			Total for Check Number 136083:	1,414.11
136084	GAS1282	SOCALGAS	01/12/2023	
	1/3/2023	Gas Services - Corp Yard - Dec		34.05
	1/3/2023	Gas Service - City Hall - Dec		601.76
			Total for Check Number 136084:	635.81
136085	BCN14064	SOLEX - FUSION	01/12/2023	
	132229913	LAN LINES Burgular Alarms/ Fire/ NOV-2022		1,298.33
			Total for Check Number 136085:	1,298.33
136086	SOT15451	ALEXIS SOTO	01/12/2023	
	1/4/2023	Tuition Reimbursement/ Alexis Soto		625.00
			Total for Check Number 136086:	625.00
136087	WAT13601	SOUTHLAND AUTOMOTIVE WORKS	01/12/2023	
	28147	Repair flat tire on 2018 Ford F550		85.00
			Total for Check Number 136087:	85.00
136088	SPA15432	SPARKLETTS	01/12/2023	
	4096775 123022	DEC-22/ Breakroom water delivery		72.90
			Total for Check Number 136088:	72.90
136089	SPE14381	SPECTRUM	01/12/2023	
	0012363010123	Cable Services/ JAN 2023		102.34
			Total for Check Number 136089:	102.34
136090	SPE15087	SPECTRUM SPECIALTIES & AWARDS	01/12/2023	
	36551	HOC/ Attire		2,937.27
			Total for Check Number 136090:	2,937.27
136091	STA12282	STANLEY CONVERGENT SECURITY S	01/12/2023	
	6002037383	Fixed alarm at City Yard		622.56
			Total for Check Number 136091:	622.56
136092	SUN14720	SYA FOUNDATION	01/12/2023	
	3	Regional CBO - Focus Area #1 - Nov 2022		16,700.00
			Total for Check Number 136092:	16,700.00
136093	TOT15551	TOTAL POWER SOLUTIONS LLC	01/12/2023	
	1380	Repairs to Emergency Generator at Sheriff statio		834.69

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136093:				834.69
136094	TOW14437 19386	TOWNSEND PUBLIC AFFAIRS, INC JAN-2023/ Public Advocacy and Grant Funding	01/12/2023	4,000.00
Total for Check Number 136094:				4,000.00
136095	TUR2970 39199 39200	TURBO DATA SYSTEMS INC DEC-22/ Parking Citation Processing DEC-22/ Administrative Citation Processing	01/12/2023	1,539.64 150.00
Total for Check Number 136095:				1,689.64
136096	VER3059 9923097487 9923097488	VERIZON WIRELESS Mobile/ Data Plans/ Hotspots 11/17/22-12/16/22 Mobile/ Data Plans/ Hotspots 11/17/22-12/16/22	01/12/2023	864.62 1,045.91
Total for Check Number 136096:				1,910.53
136097	VIC16545 2020-372	Victor Franco C&D Deposit Refund for Permit #2020-372	01/12/2023	5,400.00
Total for Check Number 136097:				5,400.00
136098	VIS3077 2023-842780-00	VISTA PAINT CORP Graffiti Supplies - paint	01/12/2023	1,931.17
Total for Check Number 136098:				1,931.17
136099	WAG13143 INV4562656 INV4562656	WAGEWORKS DEC 2022/ Compliance Fee DEC 2022/ Adminstration Fee	01/12/2023	50.00 72.00
Total for Check Number 136099:				122.00
136100	WIL12778 010-53312	WILLDAN FINANCIAL SERVICES User Fee Study - November 2022	01/12/2023	1,680.00
Total for Check Number 136100:				1,680.00
136101	SOC2734 01/11/23 01/11/23	SO CAL EDISON Electric Service - Building - Dec Electric Service - Parks - Dec	01/19/2023	5,378.81 1,118.39
Total for Check Number 136101:				6,497.20
136102	ABS16273 2020106590 2020106590	ABSOLUTE SECURITY INTERNATIONAL Extra charges due for security on 12/10 & 12/17 Security for Hall Rental 12/3,12/4,12/10,12/11,12/12	01/26/2023	363.01 3,240.67
Total for Check Number 136102:				3,603.68
136103	ACE13161 10159	ACE LASER PRINTER SERVICE Toner	01/26/2023	52.80
Total for Check Number 136103:				52.80
136104	ALL228 82269	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services - 12/11/22-12/22	01/26/2023	2,274.48
Total for Check Number 136104:				2,274.48

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
136105	AME15118 516605	AMERICAN RENTALS, INC Scissor lift rental to repair basketball hoop @ SC	01/26/2023	637.50
Total for Check Number 136105:				637.50
136106	AMT16214 151401033270	AMTECH ELEVATOR SERVICE Annual Elevator Maintenance Services	01/26/2023	5,643.96
Total for Check Number 136106:				5,643.96
136107	ATT377 1/23/2023 1/23/2023 1/23/2023	AT&T Corporate Yard - Jan Cerritos Intercon - Jan DMV Access Line - Jan	01/26/2023	446.87 200.72 55.36
Total for Check Number 136107:				702.95
136108	AUT12223 40727215330	AUTOZONE INC. Parts to repair fleet vehicles	01/26/2023	45.65
Total for Check Number 136108:				45.65
136109	BOY13501 2032F	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Svcs (FaCT) Invoice Boys & Girls C	01/26/2023	5,029.97
Total for Check Number 136109:				5,029.97
136110	CRI13190 23992	C.R.I ELECTRIC, INC Repairs to lightpole at Aspen and Braeswood	01/26/2023	1,125.66
Total for Check Number 136110:				1,125.66
136111	CAA556 31459 31497	CAA AUTO & BRAKE INC Oil change on 2011 Silverado Lic#1374558 Replace left front transmission mount/2011 Silve	01/26/2023	93.07 483.32
Total for Check Number 136111:				576.39
136112	CAL16221 14368	CALIFORNIA WATERS Splash Pad Repair at Dotson - Extra Work	01/26/2023	858.00
Total for Check Number 136112:				858.00
136113	CHA16550 2022-117	MARCO CHAVEZ C&D Deposit refund for permit #2022-117	01/26/2023	3,120.00
Total for Check Number 136113:				3,120.00
136114	CON13243 76178	CONTINENTAL CHEMICAL & SANITAI Janitorial supplies	01/26/2023	810.82
Total for Check Number 136114:				810.82
136115	CSU14679 AR172455 AR172456 AR172622 AR172623 AR172624	CSU FULLERTON ASC Regional CBO - Focus Area #1 - Oct 2022 Regional CBO - Focus Area #1, 2 - Oct 2022 Regional CBO - Project Evaluation (Nov 2022) Regional CBO - Resource Map (Nov 2022) Regional CBO - Focus Area #1 - Dec 2022	01/26/2023	12,576.93 1,196.93 3,201.58 1,632.02 13,643.58
Total for Check Number 136115:				32,251.04
136116	DFM981	DFM ASSOCIATES	01/26/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	01-19-2023	CA Elections Code Book 2023		72.11
			Total for Check Number 136116:	72.11
136117	FER14172 40	FERNWOOD MOBILE HOME PARK Lease Agreement for property along Stanton Cer	01/26/2023	2,575.00
			Total for Check Number 136117:	2,575.00
136118	HAR1416 23-0037	HARTZOG & CRABILL INC On-Call Traffic Signal Services Ops. For Dec	01/26/2023	1,550.00
			Total for Check Number 136118:	1,550.00
136119	HDL13965 SIN024428	HDL SOFTWARE, LLC Payment Services / November 2022	01/26/2023	1,132.15
			Total for Check Number 136119:	1,132.15
136120	HOM1491 3023499 4023434 4065338 WP54757100	HOME DEPOT CREDIT SERVICES Supplies for Christmas tree event Supplies for Christmas tree event Supplies for Christmas tree event New tools	01/26/2023	135.41 251.96 747.65 1,226.54
			Total for Check Number 136120:	2,361.56
136121	INT16247 PPE 01/14/2023	INTERNAL REVENUE SERVICE Wage Garnishment PPE 01/14/2023	01/26/2023	161.00
			Total for Check Number 136121:	161.00
136122	HUN12150 STA1FOG12211 STA1MS412211	JOHN L. HUNTER & ASSOCIATES, INC FOG - Nov 2022 NPDES - Nov 2022	01/26/2023	1,778.75 3,312.50
			Total for Check Number 136122:	5,091.25
136123	LOP16549 29127	JASMINE LOPEZ Deposit Refund #29127 for Jasmine Lope 1/8/23	01/26/2023	300.00
			Total for Check Number 136123:	300.00
136124	MAS16381 0123 CC 0123 CC	MASTER JANITORIAL SERVICE, LLC Deep Cleaning of FRC Deep Cleaning of Community Center	01/26/2023	950.00 3,250.00
			Total for Check Number 136124:	4,200.00
136125	MCA15302 2023010	MCA DIRECT City Council Ord./ Reso./ Min. Archive Paper	01/26/2023	320.65
			Total for Check Number 136125:	320.65
136126	MSW16146 550	MSW CONSULTANTS, INC Consulting Services for SB 1383 compliance - N	01/26/2023	7,062.50
			Total for Check Number 136126:	7,062.50
136127	NAT2050 32936	NATIONWIDE ENVIRONMENTAL SVC Sweeper Services for Jan 2023	01/26/2023	12,052.31

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136127:				12,052.31
136128	NOW1000	NOWLIN FENCE INC.	01/26/2023	
	27203	Trash enclosure @ 7800 Katella Ave (SB 1383)		145.00
	27203	Trash enclosure @ 7800 Katella Ave (SB 1383)		10,115.00
Total for Check Number 136128:				10,260.00
136129	PHA12971	PARS	01/26/2023	
	52230	NOV 2022/ PARS/ Administrator Services		478.03
Total for Check Number 136129:				478.03
136130	PIN16121	PINNACLE PETROLEUM INC	01/26/2023	
	0297124	Diesel for City Yard		2,028.67
	0297125	Gasoline for City Yard		8,673.95
Total for Check Number 136130:				10,702.62
136131	RES2489	RESOURCE BUILDING MATERIALS	01/26/2023	
	3488710	Supplies to repair Hollenbeck Park		111.71
	3515243	Asphalt for pothole repair		87.54
	3515743	Concrete for sidewalk and curb and gutter repair		102.93
Total for Check Number 136131:				302.18
136132	RJM2515	RJM DESIGN GROUP INC	01/26/2023	
	35445	Stanton Parks Master Plan Project#789.05- Servi		10,975.55
	35470	Design for Premier Park Renovation		6,234.00
Total for Check Number 136132:				17,209.55
136133	SCS13184	S.C. SIGNS & SUPPLIES LLC	01/26/2023	
	233275	New street name signs, deliniators, and No Parki		2,390.22
	233275-1	Street signs, deliniators, hardware, and No Parkin		2,390.22
Total for Check Number 136133:				4,780.44
136134	SOC2734	SO CAL EDISON	01/26/2023	
	01/23/23	Electric Service - Medians - Jan		33.06
Total for Check Number 136134:				33.06
136135	SOC12606	SO CAL INDUSTRIES	01/26/2023	
	608171	Fence repair for Magnolia and Tina Way lot		79.78
	608172	Fence repair for 8970 Pacific Avenue		79.78
	608173	Fence repair for 8870 Pacific Avenue		154.78
	608174	Fence repair for 8901 Pacific Avenue		495.65
	609485	Fence Rental for 10652 Bell Street- Jan		59.11
	609486	Fence Rental for Magnolia Ave./Tina Way - Jan		603.27
	610408	Fence rental for 8970 Pacific Avenue - Jan		231.21
	610409	Fence rental for 8870 Pacific Avenue - Jan		208.58
Total for Check Number 136135:				1,912.16
136136	WAT13601	SOUTHLAND AUTOMOTIVE WORKS	01/26/2023	
	28641	Replace two tires on 2021 Ford F-250		388.00
Total for Check Number 136136:				388.00
136137	SOU2770	SOUTHWEST OFFSET PRINTING	01/26/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	202495	Winter/ Spring Stanton Express 2022-23		6,987.27
			Total for Check Number 136137:	6,987.27
136138	STA2817	STAPLES BUSINESS CREDIT	01/26/2023	
	1646153397	Materials & Supplies/ Facilities		54.90
	1646153397	Office Supplies/ Parks & Rec		422.21
	1646153397	Supplies/ Building Maintenance		713.96
	1646153397	Office Supplies/ Comm Dev		51.00
			Total for Check Number 136138:	1,242.07
136139	TAI14271	TAIT & ASSOCIATES INC	01/26/2023	
	154763	Prepare Site Plan Needed for Stanton Park Licen		4,487.50
			Total for Check Number 136139:	4,487.50
136140	VEN13764	VENCO WESTERN INC	01/26/2023	
	0156478-IN	Building landscape maintenance - Jan		1,446.90
	0156478-IN	Street landscape maintenance - Jan		2,046.20
	0156478-IN	Median landscape maintenance - Jan		7,911.90
	0156478-IN	Park landscape maintenance - Jan		4,875.00
	0156478-IN	Parks/Medians maintenance - Jan		3,991.00
	0156478-IN	City owned properties - Jan		4,592.00
	2502789-IN	Irrigation repairs - Dec 2022		976.27
			Total for Check Number 136140:	25,839.27
136141	VIS3077	VISTA PAINT CORP	01/26/2023	
	2023-846647-00	Graffiti Supplies		204.40
	2023-850626-00	Supplies to paint Sheriff Restroom		698.32
	2023-854788-00	Supplies to paint Sheriff office		189.59
			Total for Check Number 136141:	1,092.31
136142	YOO16285	HAN SOL YOO	01/26/2023	
	1/23/2023	Tuition Reimbursement/ Han Sol Yoo		1,250.00
			Total for Check Number 136142:	1,250.00
			Report Total (147 checks):	4,001,648.44

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING JANUARY 24, 2023

1. **CLOSED SESSION** None.

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

The City Council / Successor Agency / Housing Authority meeting was called to order at 6:31 p.m. by Mayor Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Mr. Brian Donahue.

4. **ROLL CALL**

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

Absent: None.

Excused: None.

5. **SPECIAL PRESENTATIONS AND AWARDS**

A. Presentation by Mr. Howard Kummerman, Executive Director, Cypress College Foundation regarding the 48th Annual Americana Awards, which will honor Mr. Brian Donahue as the 2023 Citizen of the Year for the City of Stanton.

B. Presentation by Mr. Eric O'Donnell, Deputy Director, Townsend Public Affairs, providing the City Council with an update on State and Federal Legislation.

6. **CONSENT CALENDAR**

Motion/Second: Warren/Van

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

Motion unanimously carried:

DRAFT

CONSENT CALENDAR

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

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated December 16, 2022 – December 29, 2022, in the amount of \$740,097.40.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Joint Regular Meeting – January 10, 2023.

6D. RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361

Consideration of the circumstances of the state of emergency related to the COVID-19 pandemic to determine whether remote teleconference meetings of the City Council, Committees, and Commissions can continue to be held under the provisions of AB 361.

1. The City Council declared that this item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Reconsidered the circumstances of the state of emergency; and
3. Finds that state or local officials have continued to impose or recommend measures to promote social distancing; and
4. Directed staff, no later than 30 days after the City Council approves the recommended action, to report back on the state-proclaimed state of emergency so that City Council may reconsider the circumstances of the emergency, and, if appropriate, make findings to continue to hold virtual meetings of City legislative bodies pursuant to AB 361.

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6E. RESOLUTION INITIATING PROCEEDINGS AND ORDERING THE ENGINEER TO PREPARE AND TO FILE A REPORT FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1

As part of the annual update to the Lighting and Landscaping District No. 1, certain procedural resolutions must be adopted by the City Council. The proposed resolution orders the Engineer's report for the Fiscal Year 2023/24 update.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Adopted Resolution No. 2023-02 initiating proceedings and ordering the Engineer's report for the Fiscal Year 2023/24 update, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL ASSESSMENTS FOR THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2023, AND ENDING JUNE 30, 2024; AND ORDERING THE ENGINEER TO PREPARE AND FILE A REPORT IN ACCORDANCE THEREWITH".

6F. LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

The California Department of Transportation (Caltrans) owns the right-of-way along Beach Boulevard (SR-39). When development projects propose to install landscaping improvements on Beach Boulevard, Caltrans requires that the City enter into an agreement to maintain the landscaping. The City then transfers the maintenance responsibilities to the fronting property owner/developer through a separate agreement. To reduce administrative overhead and increase operational efficiencies, staff worked with Caltrans to develop a Landscape Maintenance Agreement for Beach Boulevard to allow the process of transferring maintenance responsibilities of any future development projects to be accomplished through an amendment to the Landscape Maintenance Agreement.

1. The City Council declared this action to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approved the Caltrans Landscape Maintenance Agreement; and
3. Authorized the Mayor and City Manager to execute said agreement; and

DRAFT

4. Approved the use of the amendment(s) with Caltrans to process the transfer of landscape maintenance responsibilities from Caltrans to the City and authorized the City Manager to execute said amendment(s).

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS

7A. CONSIDERATION OF AN ORDINANCE TO ADOPT THE 2022 CALIFORNIA BUILDING AND RELATED MODEL CONSTRUCTION CODES

The State's Health and Safety Code requires local governments to adopt the most recent editions of the model codes related to construction. The construction codes include: the California Building, Residential, Energy, Green Building Standards, Plumbing, Mechanical, Electrical, Fire, Existing Building, Historical, Administrative, Referenced Standards Codes, the International Property Maintenance Code, and the International Swimming Pool and Spa Code. If City Council approves the attached ordinance, the most recent editions of the California construction codes with the applicable amendments will become effective March 17, 2023 as required by State law.

Introduction by Ms. Maribeth Tinio, Acting Community and Economic Development Director.

Presentation by Mr. Khan Nguyen, Contract Building Official.

The public hearing was opened.

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

Motion/Second: Warren/Van

Motion carried by the following vote:

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

Motion unanimously carried:

DRAFT

1. The City Council conducted a public hearing; and
2. Declared that the project is not subject to CEQA in accordance with Sections 15378 and 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. Introduced for first reading Ordinance No. 1128, in accordance with California Government Code Title 5, Division 1, Part 1, as published by the Building Standards Bulletin 22-02, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING DIVISION I OF TITLE 16 AND CHAPTER 17.08 OF TITLE 17 OF THE STANTON MUNICIPAL CODE PERTAINING TO THE ADOPTION OF THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, CONSISTING OF THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE, THE CALIFORNIA PLUMBING CODE, THE CALIFORNIA MECHANICAL CODE, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA ADMINISTRATIVE CODE, THE CALIFORNIA GREEN BUILDING STANDARDS CODE, THE CALIFORNIA EXISTING BUILDING CODE, THE CALIFORNIA ENERGY CODE, THE CALIFORNIA HISTORICAL BUILDING CODE, AND THE CALIFORNIA REFERENCED STANDARDS CODE; THE INTERNATIONAL SWIMMING POOL AND SPA CODE; AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE, WITH AMENDMENTS THERETO, AND MAKING FINDINGS IN SUPPORT THEREOF”; and

4. Set said Ordinance No. 1128 for a public hearing and second reading at the regular City Council meeting of February 14, 2023.

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8. UNFINISHED BUSINESS

8A. APPROVAL OF ORDINANCE NO. 1126

This Ordinance was introduced at the regular City Council meeting of January 10, 2023.

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

Motion/Second: Van/Warren

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1126, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE CITY’S PURCHASING ORDINANCE AS SET FORTH IN TITLE 2 OF THE STANTON MUNICIPAL CODE”; and

2. The City Council adopted Ordinance No. 1126.

8B. CONSIDERATION OF EXTENSION OF THE EXCLUSIVE NEGOTIATION AGREEMENT WITH BRANDYWINE ACQUISITIONS GROUP, C&C DEVELOPMENT COMPANY, AND NATIONAL COMMUNITY RENAISSANCE OF CALIFORNIA REGARDING THE TINA-PACIFIC DEVELOPMENT PROJECT

The City Council and Housing Authority will consider extending the Exclusive Negotiation Agreement (ENA) with Brandywine Acquisitions Group, C&C Development Company, and National Community Renaissance of California for the Tina Pacific Project for an additional 180 days to allow for additional time to negotiate a disposition and development agreement and any other necessary agreements.

Staff report by Ms. Hannah Shin-Heydorn, City Manager.

Presentations by Mr. Jim Barisic, Brandywine Acquisitions Group and Mr. Todd Cottell, C&C Development.

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Motion/Second: Torres/Van

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

Motion unanimously carried:

1. The City Council and Housing Authority finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved extension of the ENA and authorized the City Manager/Executive Director to execute the First Amendment to the ENA.

9. NEW BUSINESS

9A. ADOPTION OF STANTON LOCAL HAZARD MITIGATION PLAN

Atlas Planning Solutions, the City's consultant for the Local Hazard Mitigation Plan (LHMP), will provide a review of the final LHMP, which has been reviewed and approved by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA).

Introduction by Ms. Hannah Shin-Heydorn, City Manager.

Presentation by Mr. Aaron Pfannenstiel, Principal, Atlas Planning Solutions.

Motion/Second: Torres/Taylor
Motion carried by the following vote:

AYES:	5 (Shawver, Taylor, Torres, Van, and Warren)
NOES:	None
ABSTAIN:	None
ABSENT:	None

Motion unanimously carried:

1. The City Council declared that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Received and filed the presentation; and

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3. Approved Resolution No. 2023-03, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING AND ADOPTING THE CITY’S LOCAL HAZARD MITIGATION PLAN”.

9B. SCHEDULE FOR APPOINTMENTS TO THE PLANNING COMMISSION, PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION, AND PUBLIC SAFETY COMMITTEE

The City is currently seeking residents who are interested in serving on the Planning Commission, Parks, Recreation and Community Services Commission, and Public Safety Committee. The City Council will consider dates to conduct commissioner and committee member candidate interviews and appointments.

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

Motion/Second: Torres/Warren

Motion carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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. Approved the proposed recruitment schedule and selected the date of February 28, 2023, to conduct commissioner and committee member candidate interviews and appointments, and if the number of commission applicants is greater than ten (10), Council may wish to call a special meeting for Thursday, March 2, Tuesday, March 7, or Thursday, March 9, 2023 to conduct interviews and appointments.

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9C. CYPRESS COLLEGE FOUNDATION ANNUAL AMERICANA AWARDS

City Council consider participation through a sponsorship contribution for the 48th Annual Cypress College Foundation Americana Awards scheduled for Saturday, March 11, 2023. This awards ceremony is used as a fundraiser for the Cypress College Foundation with all proceeds benefiting Cypress College students and programs and honors the Citizen of the Year from surrounding communities. This year Mr. Brian Donahue has been selected and will be honored as the City of Stanton's Citizen of the Year.

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

Motion/Second: Torres/Warren
Motion carried by the following vote:

AYES: 5 (Shawver, Taylor, Torres, Van, and Warren)
NOES: None
ABSTAIN: None
ABSENT: None

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);
2. Approved the City's participation through a sponsorship contribution for the 48th Annual Cypress College Foundation Americana Awards; and
3. Discussed and directed staff to proceed with the selection and purchase of Option 1: the Benefactor Sponsorship at a cost of \$3,500 which includes registration for ten (10) and a half-page color donor acknowledgement in the Americana Program.

10. ORAL COMMUNICATION

- Ms. Irene Stephenson, resident, spoke regarding overgrown trees that had become a danger and nuisance to her home and inquired as to whom is responsible for the maintenance of the trees. Ms. Stephenson reported that she was unsuccessful in her attempts in contacting the City and has since paid a contractor to trim the trees.

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- Ms. Dawn Wojtowioz, resident, spoke regarding the high theft rate within her mobile home park and requested that the police conduct evening patrols within their park. Ms. Wojtowioz also inquired about the Stanton Inn and the types of programs, services, and clientele that the Stanton Inn would be offering.
- Ms. Kathy Hamilton, resident, inquired about the City's Talk on the Block series and requested that the Orange County Sheriff's Department, Orange County Fire Authority, and Mayor reignite these meetings and revisit her mobile home park to educate her and her neighbors on police and fire safety.

11. WRITTEN COMMUNICATIONS None.

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

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

- Mayor Pro Tem Van reported on the upcoming 41st Annual Tet Festival hosted by the Union of Vietnamese Student Associations of Southern California, which is scheduled to be held on January 27, 2023 – January 29, 2023.
- Mayor Shawver reported on the success of the drive thru food distribution event, which was held on January 21, 2023, at Stanton Park.

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

Mayor Shawver requested to agendaize discussion regarding an overview of the City's overall budget and expenditures.

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

None.

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

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14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

Captain Charles L. Walter provided the City Council with an update on their current operations.

15. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 8:43 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 14, 2023

SUBJECT: DECEMBER 2022 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of December 31, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. 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. Receive and file the Investment Report for the month of December 2022.

BACKGROUND:

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

	Beginning Balance	Net Change	Ending Balance
Cash and Investment Accounts (Pooled-All Funds)	\$ 57,002,945.87	\$ 1,532,294.74	\$ 58,535,240.61
Cash (Non-Pooled)	4,172,916.32	(158,969.01)	4,013,947.31
Total Cash and Investments	\$ 61,175,862.19	\$ 1,373,325.73	\$ 62,549,187.92

Between November 30, 2022, and December 31, 2022, the City's total cash and investments increased by \$1.4 million, primarily due to the receipt of secured property tax, sales tax, and Measure GG revenues during the month of December.

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 that are managed by City staff are shown in Attachment C. The detail of investments by type that are managed by Chandler Asset Management, LLC ("Chandler") are shown in Attachment D.

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.

As of December 31, 2022, the market value of the City's total investment portfolio was \$52.9 million, of which \$28.0M (53%) is managed by City staff and \$24.9M (47%) is managed by Chandler (Attachment B). Detailed information regarding the securities contained in the City's investment portfolio is provided in Attachments C and D. As of December 31, 2022, City investments consisted of the following:

	Market Value as of December 31, 2022	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 22,222,832.82	41.99%	100.00%	Yes
U.S. Treasury Notes	8,731,912.15	16.50%	100.00%	Yes
Corporate Notes	6,076,463.04	11.48%	30.00%	Yes
Federal Agency Securities	5,090,523.51	9.62%	100.00%	Yes
Negotiable Certificates of Deposit	4,860,203.12	9.18%	30.00%	Yes
Asset Backed Securities	2,523,694.55	4.77%	20.00%	Yes
Collateralized Mortgage Obligations	2,313,414.73	4.37%	20.00%	Yes
Municipal Bonds	959,094.80	1.81%	100.00%	Yes
Money Market Funds	143,268.80	0.27%	20.00%	Yes
Total Investments	\$ 52,921,407.52	100.00%		

The City's investment portfolio is well-diversified with investments spread across nine different security types. Likewise, the average maturity of the City's portfolio (except for LAIF) is approximately 2 years, which is within the 3.5 years target in the City's investment policy.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2022-23 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.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 4: Ensure fiscal stability and efficiency in governance.

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Cash and Investment Balances by Fund
- B. Investments Portfolio Summary
- C. Investment Portfolio Detail (Managed by City Staff)
- D. Investment Portfolio Detail (Managed by Chandler)

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED DECEMBER 31, 2022**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 21,462,251.56	\$ 3,174,355.58	\$ (1,946,916.55)	\$ 22,689,690.59
102-111101	General Fund (Transactions & Use Tax)	(578,739.62)	528,098.67	(355,141.00)	(405,781.95)
210-111101	Certified Access Specialists (CASP) Program	53,219.95	4,593.06	(22,680)	57,790.33
211-111101	Gas Tax Fund	1,579,989.43	93,983.36	(40,986.07)	1,632,986.72
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	315,617.82	71,942.23	-	387,560.05
220-111101	Measure M Fund	492,264.34	124,516.91	(10,982.50)	605,798.75
221-111101	Community Development Block Grant-COVID-19 (CDBG-CV) Fund	211,011.18	1,160.28	-	212,171.46
223-111101	Protective Services Fund	-	156,667.20	(156,667.20)	-
224-111101	Lighting Maintenance 1919 Act Fund	758,436.17	370,650.23	(84,556.66)	1,044,529.74
225-111101	Lighting/Median Maintenance 1972 Act Fund	965,067.10	89,167.65	(61,664.35)	992,570.40
226-111101	Air Quality Improvement Fund	190,785.08	14,256.64	-	205,041.72
227-111101	Other Grants Fund	333,013.72	2,392.55	(15,464.10)	319,942.17
242-111101	Supplemental Law Enforcement Grant Fund	410,816.83	24,878.77	(12,500.00)	423,195.60
245-111101	Justice Assistance Grant (JAG) Grant Fund	(8,937.13)	-	-	(8,937.13)
250-111101	Families and Communities Together (FaCT) Grant Fund	(38,669.95)	35,561.52	(36,117.22)	(39,225.65)
251-111101	Senior Transportation Fund	55,145.20	8,627.86	(1,881.64)	61,891.42
257-111101	America Rescue Act Plan (ARPA) Fund	7,196,110.33	39,473.49	(149,575.56)	7,086,008.26
261-111101	Street Impact Fees Fund	101,715.27	559.29	-	102,274.56
263-111101	Community Center Impact Fees Fund	169,124.85	929.96	-	170,054.81
264-111101	Police Services Impact Fees Fund	152,808.41	840.25	-	153,648.66
271-111101	Public Safety Task Force Fund (City Funds)	101,080.00	-	18,079.73	83,000.27
280-111101	Stanton Central Park Maintenance Fund	(9,654.15)	4,933.33	18,483.41	(23,204.23)
285-various	Stanton Housing Authority Fund	9,789,431.54	19,957.07	(105,973.81)	9,703,414.80
305-111101	Capital Projects Fund	307,397.17	189,410.25	(189,476.99)	307,330.43
310-111101	Park and Recreation Facilities Fund	3,808,909.61	20,950.31	(3,919.42)	3,825,940.50
501-111101	Sewer Maintenance Fund	5,965,006.39	507,206.43	(200,435.44)	6,271,777.38
502-111101	Sewer Capital Improvement Fund	2,944.59	16.19	-	2,960.78
602-111101	Workers' Compensation Fund	549,073.81	238,649.83	(12,261.08)	775,462.56
603-111101	Liability Risk Management Fund	110,128.34	600.79	(2,602.86)	108,126.27
604-111101	Employee Benefits Fund	(109,562.31)	131,132.65	(78,149.20)	(56,578.86)
605-111101	Fleet Maintenance Fund	445,433.91	23,473.11	(11,245.10)	457,661.92
801-111101	Expendable Deposits Fund	(21,789.52)	10,669.95	(14,652.30)	(25,771.87)
901-111101	North Orange County Public Safety Collaborative (NOC) Fund	2,243,515.95	-	(377,904.08)	1,865,611.87
902-111101	The Hope Center Fund (Byrne Federal Grant)	-	-	(451,701.72)	(451,701.72)
Total Pooled Cash and Investments⁽¹⁾		\$ 57,002,945.87	\$ 5,889,655.41	\$ (4,284,234.39)	\$ 58,535,240.61
Less: Investments⁽¹⁾		\$ (52,866,973.13)	\$ (87,059.420)	\$ 32,625.03	\$ (52,921,407.52)
Cash - Bank of the West General Checking Account		\$ 4,135,972.74	\$ 5,802,595.99	\$ (4,251,609.36)	\$ 5,613,833.09

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED DECEMBER 31, 2022**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
xxx-111103	Payroll Account	\$ -	\$ 264,351.90	\$ (264,351.90)	\$ -
101-111109	Flexible Spending/AFLAC	9,072.90	-	(420.58)	8,652.32
101-111505	Petty Cash	600.00	-	-	600.00
285-111403	Cash with Property Management Company (QMG)	85,078.71	-	(46,406.28)	38,672.43
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	4,078,164.71	-	(112,142.15)	3,966,022.56
	Total Cash-Non-Pooled	\$ 4,172,916.32	\$ 264,351.90	\$ (423,320.91)	\$ 4,013,947.31
<u>INVESTMENTS</u>					
	POOLED ALL FUNDS	\$ 52,866,973.13	\$ 87,059.42	\$ (32,625.03)	\$ 52,921,407.52
	Total Investments ⁽³⁾	\$ 52,866,973.13	\$ 87,059.42	\$ (32,625.03)	\$ 52,921,407.52
	TOTAL CASH AND INVESTMENTS	\$ 61,175,862.19	\$ 6,154,007.31	\$ (4,707,555.30)	\$ 62,549,187.92

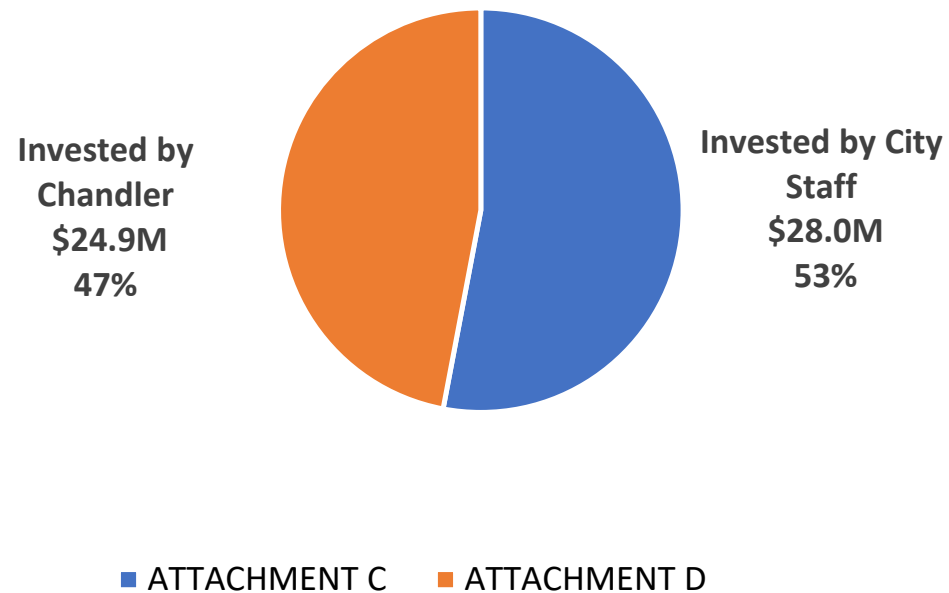
Notes:

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

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

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

**Portfolio Summary
as of December 31, 2022
TOTAL = \$52.9M**



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 12/31/2022

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit											
Allegiance Bank TX 2.65 2/14/2023	01748DBB1	4/11/2019	2.650	249,000.00	249,000.00	249,000.00	248,571.72	2/14/2023	45	307.33	0.87
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	244,857.50	3/25/2024	450	1,926.71	0.87
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	242,356.68	5/23/2024	509	144.62	0.87
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	242,264.55	5/17/2024	503	248.32	0.87
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	247,762.47	4/28/2023	118	18.08	0.87
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	240,128.13	7/22/2024	569	138.14	0.87
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	237,895.20	9/27/2023	270	88.11	0.84
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	238,484.73	8/23/2024	601	106.42	0.87
Greenstate FCU IA 1.95 2/28/2023	39573LAF5	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	248,148.42	2/28/2023	59	39.91	0.87
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	239,830.32	4/25/2024	481	1,196.64	0.86
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	248,368.54	245,267.49	8/29/2023	241	23.19	0.87
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	242,533.47	4/26/2024	482	88.68	0.87
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,351.80	241,584.78	6/28/2024	545	47.07	0.87
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	246,064.29	8/23/2023	235	141.90	0.87
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	241,965.60	2/7/2024	403	3,050.40	0.86
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	241,965.60	2/7/2024	403	3,050.40	0.86
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,088.73	248,337.66	3/27/2023	86	81.86	0.87
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	236,835.95	8/23/2024	601	1,759.45	0.86
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,113.03	246,946.00	5/15/2023	135	621.70	0.87
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	238,402.56	8/28/2024	606	39.91	0.87
Sub Total / Average Certificate Of Deposit			2.549	4,960,000.00	4,959,995.00	4,959,922.10	4,860,203.12		367	13,118.84	17.35
Local Government Investment Pool											
LAIF City LGIP	LAIFCITY0895	2/29/2020	2.173	15,880,436.46	15,880,436.46	15,880,436.46	15,584,889.76	N/A	1		55.56
LAIF Housing Authority LGIP	LAIFHA0004	2/29/2020	2.173	6,763,822.82	6,763,822.82	6,763,822.82	6,637,943.06	N/A	1		23.66
Sub Total / Average Local Government Investment Pool			2.173	22,644,259.28	22,644,259.28	22,644,259.28	22,222,832.82		1	0.00	79.22
Municipal											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,064.55	273,952.25	3/1/2023	60	2,291.67	0.96
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,374.30	196,310.05	8/1/2024	579	1,598.15	0.72
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	252,418.72	243,005.00	6/1/2024	518	572.92	0.87
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,842.11	245,827.50	9/1/2023	244	2,083.33	0.87
Sub Total / Average Municipal			2.207	980,000.00	989,644.80	982,699.68	959,094.80		332	6,546.07	3.43
Total / Average			2.239	28,584,259.28	28,593,899.08	28,586,881.06	28,042,130.74		76	19,664.91	100



City of Stanton - Account #10991

MONTHLY ACCOUNT STATEMENT

DECEMBER 1, 2022 THROUGH DECEMBER 31, 2022

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

US Bank
Alexander Bazan
(503) 402-5305

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



City of Stanton

Account #10991

Portfolio Summary

As of December 31, 2022

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.38
Average Coupon	3.01%
Average Purchase YTM	4.14%
Average Market YTM	4.58%
Average S&P/Moody Rating	AA/Aa2
Average Final Maturity	2.80 yrs
Average Life	2.53 yrs

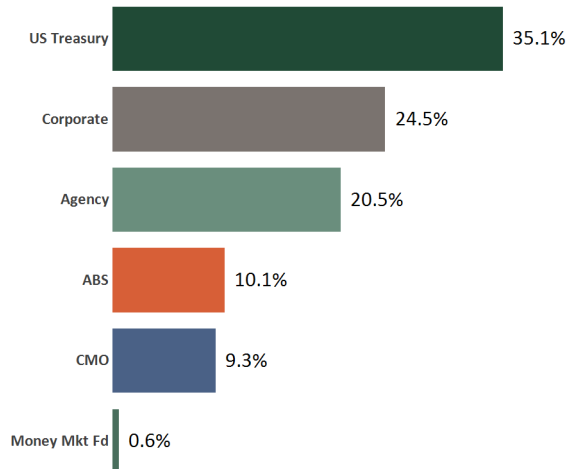
ACCOUNT SUMMARY

	Beg. Values as of 11/30/22	End Values as of 12/31/22
Market Value	24,816,340	24,879,277
Accrued Interest	187,022	168,096
Total Market Value	25,003,362	25,047,373
Income Earned	64,088	64,727
Cont/WD		-2,277
Par	25,704,274	25,785,650
Book Value	24,976,250	25,057,905
Cost Value	24,976,250	25,057,905

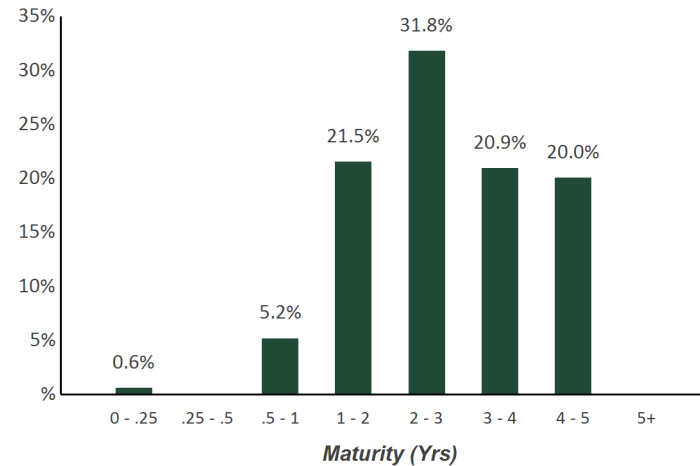
TOP ISSUERS

Government of United States	35.1%
Federal Home Loan Bank	10.3%
Federal Home Loan Mortgage Corp	9.3%
Federal Farm Credit Bank	7.8%
Federal National Mortgage Assoc	2.4%
Bank of America Corp	1.7%
Morgan Stanley	1.7%
JP Morgan Chase & Co	1.7%
Total	69.9%

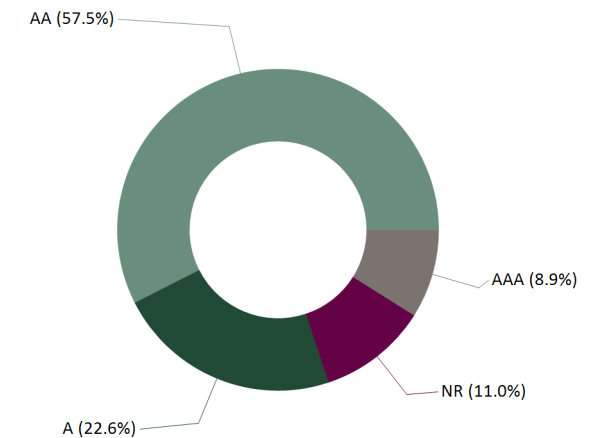
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	11/30/2022
City of Stanton	0.19%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ICE BofA 1-5 Yr US Treasury & Agency Index	0.07%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A



City of Stanton

Account #10991

Holdings Report

As of December 31, 2022

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	365,000.00	Various 4.62%	352,692.58 352,692.58	97.12 5.30%	354,479.71 64.89	1.42% 1,787.13	NR / AAA AAA	1.88 0.59
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	341,115.52	09/14/2022 4.00%	331,188.52 331,188.52	97.72 5.25%	333,321.85 18.76	1.33% 2,133.33	Aaa / NR AAA	1.99 0.46
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	350,000.00	09/21/2022 4.36%	345,625.00 345,625.00	97.91 4.84%	342,684.17 471.43	1.37% (2,940.83)	NR / AAA AAA	3.55 1.94
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	350,000.00	09/13/2022 4.13%	342,207.03 342,207.03	96.70 5.00%	338,467.15 455.78	1.35% (3,739.88)	Aaa / AAA NR	3.71 1.62
05522RDD7	Bank of America Credit Card Tr 2021-A1 A1 0.44% Due 9/15/2026	400,000.00	09/22/2022 4.45%	376,187.50 376,187.50	94.27 5.12%	377,084.96 78.22	1.51% 897.46	NR / AAA AAA	3.71 1.24
92348KAL7	Verizon Master Trust 2022-1 A 1.04% Due 1/20/2027	350,000.00	09/14/2022 3.03%	340,607.42 340,607.42	97.80 3.13%	342,315.65 111.22	1.37% 1,708.23	Aaa / AAA NR	4.06 1.05
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	350,000.00	09/13/2022 4.18%	343,382.81 343,382.81	97.14 4.72%	339,983.11 527.33	1.36% (3,399.70)	NR / AAA AAA	4.38 2.22
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	95,000.00	10/12/2022 5.15%	94,992.63 94,992.63	100.38 4.97%	95,357.95 214.91	0.38% 365.32	Aaa / NR AAA	4.46 2.15
Total ABS		2,601,115.52	4.16%	2,526,883.49 2,526,883.49	4.78%	2,523,694.55 1,942.54	10.08% (3,188.94)	Aaa / AAA AAA	3.37 1.33
AGENCY									
3130AT5B9	FHLB Note 3.375% Due 9/1/2023	650,000.00	09/15/2022 4.02%	646,087.00 646,087.00	99.16 4.66%	644,533.01 7,312.50	2.60% (1,553.99)	Aaa / AA+ NR	0.67 0.64
3130A0F70	FHLB Note 3.375% Due 12/8/2023	650,000.00	09/13/2022 3.90%	645,931.00 645,931.00	98.57 4.96%	640,688.76 1,401.56	2.56% (5,242.24)	Aaa / AA+ AAA	0.94 0.91
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	650,000.00	09/13/2022 3.89%	644,066.70 644,066.70	98.21 4.81%	638,395.08 6,630.91	2.58% (5,671.62)	Aaa / AA+ NR	1.19 1.13
3130ASHK8	FHLB Note 3.125% Due 6/14/2024	650,000.00	09/13/2022 3.85%	642,128.50 642,128.50	97.46 4.95%	633,521.77 959.20	2.53% (8,606.73)	Aaa / AA+ NR	1.45 1.40
3133ENJ84	FFCB Note 3.375% Due 8/26/2024	650,000.00	09/13/2022 3.83%	644,540.00 644,540.00	97.96 4.67%	636,760.83 7,617.19	2.57% (7,779.17)	Aaa / AA+ AAA	1.65 1.57



City of Stanton

Account #10991

Holdings Report

As of December 31, 2022

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3133ENP79	FFCB Note 4.25% Due 9/26/2024	650,000.00	09/22/2022 4.25%	649,948.00 649,948.00	99.49 4.56%	646,657.77 7,289.93	2.61% (3,290.23)	Aaa / AA+ NR	1.74 1.64
3133ENP95	FFCB Note 4.25% Due 9/30/2025	650,000.00	09/23/2022 4.31%	648,875.50 648,875.50	99.91 4.28%	649,388.97 6,982.99	2.62% 513.47	Aaa / AA+ NR	2.75 2.54
3135G0Q22	FNMA Note 1.875% Due 9/24/2026	650,000.00	09/14/2022 3.73%	605,208.50 605,208.50	92.40 4.09%	600,577.32 3,283.85	2.41% (4,631.18)	Aaa / AA+ AAA	3.73 3.52
Total Agency		5,200,000.00	3.97%	5,126,785.20	4.63%	5,090,523.51 41,478.13	20.49% (36,261.69)	Aaa / AA+ AAA	1.75 1.66
CMO									
3137BHXJ1	FHLMC K045 A2 3.023% Due 1/25/2025	456,266.09	09/16/2022 5.07%	444,538.63 444,538.63	96.59 4.77%	440,700.94 1,149.41	1.76% (3,837.69)	NR / NR AAA	2.07 1.88
3137BMTX4	FHLMC K052 A2 3.151% Due 11/25/2025	250,000.00	09/26/2022 4.89%	238,818.36 238,818.36	96.15 4.62%	240,383.40 656.46	0.96% 1,565.04	NR / NR AAA	2.90 2.55
3137BN6G4	FHLMC K053 2.995% Due 12/25/2025	350,000.00	09/16/2022 4.23%	338,064.45 338,064.45	95.68 4.60%	334,875.87 873.54	1.34% (3,188.58)	NR / NR AAA	2.99 2.64
3137BTUM1	FHLMC K061 A2 3.347% Due 11/25/2026	350,000.00	09/22/2022 4.37%	337,435.55 337,435.55	95.79 4.56%	335,268.54 976.21	1.34% (2,167.01)	NR / NR AAA	3.90 3.42
3137BVZ82	FHLMC K063 3.43% Due 1/25/2027	350,000.00	09/13/2022 3.97%	342,412.11 342,412.11	96.11 4.50%	336,373.87 1,000.42	1.35% (6,038.24)	NR / NR AAA	4.07 3.58
3137F2LJ3	FHLMC K066 A2 3.117% Due 6/25/2027	350,000.00	09/13/2022 3.97%	337,640.63 337,640.63	94.72 4.45%	331,527.28 909.13	1.33% (6,113.35)	NR / NR AAA	4.48 3.96
3137FAWS3	FHLMC K067 A2 3.194% Due 7/25/2027	310,000.00	09/22/2022 4.28%	295,856.25 295,856.25	94.93 4.43%	294,284.83 825.12	1.18% (1,571.42)	Aaa / NR NR	4.57 4.10
Total CMO		2,416,266.09	4.41%	2,334,765.98 2,334,765.98	4.57%	2,313,414.73 6,390.29	9.26% (21,351.25)	Aaa / NR AAA	3.51 3.11
CORPORATE									
89115A2J0	Toronto-Dominion Bank Note 4.285% Due 9/13/2024	200,000.00	09/15/2022 4.57%	198,938.00 198,938.00	98.87 4.98%	197,744.77 2,523.39	0.80% (1,193.23)	A1 / A AA-	1.70 1.60
12572QAG0	CME Group Inc. Callable Note Cont 12/15/2024 3% Due 3/15/2025	250,000.00	09/16/2022 4.26%	242,670.00 242,670.00	96.69 4.59%	241,726.08 2,208.33	0.97% (943.92)	Aa3 / AA- AA-	2.21 2.08



City of Stanton

Account #10991

Holdings Report

As of December 31, 2022

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
808513BB0	Charles Schwab Corp Callable Note Cont 2/24/2025 4.2% Due 3/24/2025	250,000.00	09/16/2022 4.36%	249,015.00 249,015.00	98.91 4.71%	247,268.78 2,887.50	1.00% (1,746.22)	A2 / A A	2.23 2.11
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	200,000.00	09/16/2022 4.49%	194,656.00 194,656.00	96.70 4.91%	193,407.73 1,443.75	0.78% (1,248.27)	A1 / A AA-	2.29 2.15
756109AV6	Realty Income Corp Callable Not Cont 2/15/2025 3.875% Due 4/15/2025	250,000.00	09/13/2022 4.47%	246,425.00 246,425.00	98.04 4.79%	245,106.87 2,045.14	0.99% (1,318.13)	A3 / A- NR	2.29 2.14
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	125,000.00	09/21/2022 4.39%	121,940.00 121,940.00	97.29 4.62%	121,609.79 566.67	0.49% (330.21)	A2 / A A	2.37 2.23
06368D3S1	Bank of Montreal Note 3.7% Due 6/7/2025	350,000.00	09/13/2022 4.50%	342,912.50 342,912.50	97.11 4.97%	339,890.42 863.33	1.36% (3,022.08)	A2 / A- AA-	2.44 2.29
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	250,000.00	09/19/2022 4.42%	243,805.00 243,805.00	96.54 4.96%	241,341.11 383.33	0.97% (2,463.89)	A2 / A- A	2.46 2.31
91324PCP5	United Health Group Inc Note 3.75% Due 7/15/2025	125,000.00	09/21/2022 4.36%	122,981.25 122,981.25	97.83 4.66%	122,289.72 2,161.46	0.50% (691.53)	A3 / A+ A	2.54 2.35
89236TKF1	Toyota Motor Credit Corp Note 3.65% Due 8/18/2025	350,000.00	09/13/2022 4.23%	344,498.00 344,498.00	97.25 4.77%	340,373.55 4,719.65	1.38% (4,124.45)	A1 / A+ A+	2.63 2.44
24422EWJ4	John Deere Capital Corp Note 4.05% Due 9/8/2025	125,000.00	09/21/2022 4.36%	123,933.75 123,933.75	98.57 4.62%	123,215.54 1,589.06	0.50% (718.21)	A2 / A A	2.69 2.48
69371RS23	Paccar Financial Corp Note 4.95% Due 10/3/2025	250,000.00	09/27/2022 4.95%	250,020.00 250,020.00	100.57 4.72%	251,430.04 3,025.00	1.02% 1,410.04	A1 / A+ NR	2.76 2.52
46647PCZ7	JP Morgan Chase & Co Callable Note Cont 4/26/2025 4.08% Due 4/26/2026	200,000.00	09/13/2022 5.12%	195,980.00 195,980.00	97.28 5.31%	194,551.41 1,473.33	0.78% (1,428.59)	A1 / A- AA-	3.32 2.96
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	200,000.00	09/13/2022 5.12%	199,302.00 199,302.00	98.37 5.37%	196,730.07 4,185.11	0.80% (2,571.93)	A1 / A- A+	3.55 2.32
06051GLA5	Bank of America Corp Callable Note Cont 7/22/2025 4.827% Due 7/22/2026	200,000.00	09/13/2022 5.25%	199,336.00 199,336.00	98.81 5.32%	197,622.99 4,263.85	0.81% (1,713.01)	A2 / A- AA-	3.56 2.33
06406RBJ5	Bank of NY Mellon Corp Callable Note 1X 7/24/2025 4.414% Due 7/24/2026	350,000.00	Various 4.86%	348,501.00 348,501.00	98.56 5.01%	344,946.17 6,651.65	1.40% (3,554.83)	A1 / A AA-	3.56 2.35



City of Stanton

Account #10991

Holdings Report

As of December 31, 2022

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
74340XBK6	Prologis LP Callable Note Cont 7/1/2026 3.25% Due 10/1/2026	250,000.00	09/14/2022 4.30%	240,397.50 240,397.50	94.00 5.02%	235,007.21 2,031.25	0.95% (5,390.29)	A3 / A NR	3.75 3.44
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	250,000.00	09/16/2022 4.31%	237,035.00 237,035.00	94.46 4.51%	236,141.80 614.58	0.95% (893.20)	Aa3 / A NR	3.92 3.63
46647PCB0	JP Morgan Chase & Co Callable Note Cont 4/22/2026 1.578% Due 4/22/2027	250,000.00	09/15/2022 5.15%	221,377.50 221,377.50	88.01 5.41%	220,032.11 756.13	0.88% (1,345.39)	A1 / A- AA-	4.31 4.04
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	250,000.00	09/13/2022 4.21%	244,607.50 244,607.50	96.84 4.50%	242,090.88 1,181.94	0.97% (2,516.62)	A3 / A+ A	4.37 3.96
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	200,000.00	09/13/2022 4.73%	194,794.00 194,794.00	96.62 4.97%	193,230.29 524.91	0.77% (1,563.71)	A1 / A NR	4.44 3.98
61747YEC5	Morgan Stanley Callable Note Cont 7/20/2026 1.512% Due 7/20/2027	250,000.00	09/15/2022 5.11%	219,305.00 219,305.00	86.89 5.45%	217,218.96 1,690.50	0.87% (2,086.04)	A1 / A- A+	4.55 4.25
06051GJS9	Bank of America Corp Callable Note Cont 6/21/2027 1.734% Due 7/22/2027	250,000.00	09/15/2022 5.28%	219,722.50 219,722.50	87.66 5.45%	219,160.72 1,914.63	0.88% (561.78)	A2 / A- AA-	4.56 4.23
78016FZS6	Royal Bank of Canada Note 4.24% Due 8/3/2027	200,000.00	09/13/2022 4.73%	195,794.00 195,794.00	97.43 4.87%	194,850.52 3,604.00	0.79% (943.48)	A1 / A AA-	4.59 4.04
14913R3A3	Caterpillar Financial Service Note 3.6% Due 8/12/2027	250,000.00	09/13/2022 4.27%	242,635.00 242,635.00	95.57 4.68%	238,918.12 3,475.00	0.97% (3,716.88)	A2 / A A	4.62 4.13
023135BC9	Amazon.com Inc Callable Note Cont 5/22/2027 3.15% Due 8/22/2027	250,000.00	09/14/2022 4.17%	238,730.00 238,730.00	94.18 4.55%	235,451.27 2,821.88	0.95% (3,278.73)	A1 / AA AA-	4.64 4.20
24422EWK1	John Deere Capital Corp Note 4.15% Due 9/15/2027	250,000.00	09/13/2022 4.29%	248,480.00 248,480.00	98.04 4.62%	245,106.12 3,256.60	0.99% (3,373.88)	A2 / A A	4.71 4.17
Total Corporate		6,325,000.00	4.59%	6,127,791.50 6,127,791.50	4.90%	6,076,463.04 62,861.97	24.51% (51,328.46)	A1 / A A+	3.38 2.99



City of Stanton

Account #10991

Holdings Report

As of December 31, 2022

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	143,268.80	Various 3.79%	143,268.80 143,268.80	1.00 3.79%	143,268.80 0.00	0.57% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		143,268.80	3.79%	143,268.80 143,268.80	3.79%	143,268.80 0.00	0.57% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828B66	US Treasury Note 2.75% Due 2/15/2024	650,000.00	09/26/2022 4.31%	636,517.58 636,517.58	97.86 4.72%	636,086.10 6,751.70	2.57% (431.48)	Aaa / AA+ AAA	1.13 1.08
91282CEX5	US Treasury Note 3% Due 6/30/2024	650,000.00	09/15/2022 3.91%	639,818.36 639,818.36	97.64 4.65%	634,663.90 53.87	2.53% (5,154.46)	Aaa / AA+ AAA	1.50 1.44
91282CFG1	US Treasury Note 3.25% Due 8/31/2024	650,000.00	09/21/2022 4.00%	640,935.55 640,935.55	97.96 4.54%	636,720.50 7,177.83	2.57% (4,215.05)	Aaa / AA+ AAA	1.67 1.58
9128283P3	US Treasury Note 2.25% Due 12/31/2024	650,000.00	09/15/2022 3.85%	627,351.56 627,351.56	95.89 4.42%	623,288.90 40.40	2.49% (4,062.66)	Aaa / AA+ AAA	2.00 1.92
9128284F4	US Treasury Note 2.625% Due 3/31/2025	650,000.00	09/14/2022 3.80%	631,667.97 631,667.97	96.41 4.32%	626,666.30 4,359.38	2.52% (5,001.67)	Aaa / AA+ AAA	2.25 2.14
9128284M9	US Treasury Note 2.875% Due 4/30/2025	650,000.00	09/22/2022 4.15%	629,789.06 629,789.06	96.84 4.31%	629,433.35 3,200.62	2.53% (355.71)	Aaa / AA+ AAA	2.33 2.21
91282CEU1	US Treasury Note 2.875% Due 6/15/2025	650,000.00	09/15/2022 3.89%	632,962.89 632,962.89	96.73 4.29%	628,722.90 872.77	2.51% (4,239.99)	Aaa / AA+ AAA	2.46 2.33
91282CFE6	US Treasury Note 3.125% Due 8/15/2025	650,000.00	09/13/2022 3.75%	638,802.74 638,802.74	97.16 4.28%	631,566.65 7,672.38	2.55% (7,236.09)	Aaa / AA+ AAA	2.62 2.46
91282CFK2	US Treasury Note 3.5% Due 9/15/2025	650,000.00	09/19/2022 3.90%	642,712.89 642,712.89	98.08 4.26%	637,533.00 6,787.29	2.57% (5,179.89)	Aaa / AA+ AAA	2.71 2.52
9128286L9	US Treasury Note 2.25% Due 3/31/2026	650,000.00	09/14/2022 3.75%	617,880.86 617,880.86	94.34 4.13%	613,234.70 3,736.61	2.46% (4,646.16)	Aaa / AA+ AAA	3.25 3.07
9128287B0	US Treasury Note 1.875% Due 6/30/2026	650,000.00	09/15/2022 3.78%	606,632.81 606,632.81	92.89 4.08%	603,763.55 33.67	2.41% (2,869.26)	Aaa / AA+ AAA	3.50 3.33
9128282A7	US Treasury Note 1.5% Due 8/15/2026	650,000.00	09/13/2022 3.72%	597,923.83 597,923.83	91.26 4.12%	593,175.70 3,682.74	2.38% (4,748.13)	Aaa / AA+ AAA	3.62 3.44



City of Stanton

Account #10991

Holdings Report

As of December 31, 2022

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	650,000.00	09/14/2022 3.66%	618,591.80 618,591.80	93.98 4.06%	610,873.25 4,151.79	2.46% (7,718.55)	Aaa / AA+ AAA	4.25 3.94
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	650,000.00	09/13/2022 3.57%	636,822.26 636,822.26	96.34 3.99%	626,183.35 6,901.76	2.53% (10,638.91)	Aaa / AA+ AAA	4.67 4.24
Total US Treasury		9,100,000.00	3.86%	8,798,410.16 8,798,410.16	4.30%	8,731,912.15 55,422.81	35.08% (66,498.01)	Aaa / AA+ AAA	2.70 2.54
				25,057,905.13		24,879,276.78	100.00%	Aa2 / AA	2.80
TOTAL PORTFOLIO		25,785,650.41	4.14%	25,057,905.13	4.58%	168,095.74	(178,628.35)	AAA	2.38
TOTAL MARKET VALUE PLUS ACCRUED						25,047,372.52			

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chairman and Members of the Successor Agency

DATE: February 14, 2023

SUBJECT: DECEMBER 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of December 31, 2022, 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 December 2022.

BACKGROUND:

The attached reports summarize the Successor Agency's investment and deposit balances as of December 2022. During the month of December, the Successor Agency's total cash and investment balances increased by \$184,652. During the month of December, the Successor Agency received \$3.9 million from the California Department of Finance to fund its enforceable obligations from January 1, 2023, through June 30, 2023. In addition, the Successor Agency made \$3.7 million in semi-annual principal and interest payments on its outstanding bond obligations. The Successor Agency's cash and investment balances by fund are presented in Attachment A. The Successor Agency's investments and deposits by financial institution are included as Attachment B.

ANALYSIS:

The Successor 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 December 2022 was 2.17%.

The Successor Agency's investments are shown on Attachment B and have a weighted investment yield of 2.17%, which is equal to the benchmark LAIF return of 2.17%, as the entire portfolio (excluding funds held with the bond fiscal agents) represents the Successor Agency's portion of LAIF and Bank of the West funds invested by the City. With a completely liquid portfolio, the weighted average maturity of the Successor Agency's investments on December 31, 2022, was 1 day. LAIF's average maturity on December 31, 2022, was approximately 287 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2022-23 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, 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 DECEMBER 31, 2022**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-POOLED</u>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 1,368,203.06	\$ 3,893,906.00	\$ -	\$ 5,262,109.06
	Total Cash-Pooled ⁽¹⁾	\$ 1,368,203.06	\$ 3,893,906.00	\$ -	\$ 5,262,109.06
<u>CASH-RESTRICTED (with Fiscal Agent)</u>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 1,359,761.81	\$ 5.59	\$ (1,359,737.50)	\$ 29.90
712-111425	2016 Tax Allocation Bonds, Series C and D	1,836,163.49	7.54	(1,836,131.25)	39.78
712-111426	2020 Tax Allocation Refunding Bonds, Series A	513,423.73	2.11	(513,400.00)	25.84
	Total Cash-Restricted (with Fiscal Agent)	\$ 3,709,349.03	\$ 15.24	\$ (3,709,268.75)	\$ 95.52
	TOTAL CASH AND INVESTMENTS	\$ 5,077,552.09	\$ 3,893,921.24	\$ (3,709,268.75)	\$ 5,262,204.58

Note:

⁽¹⁾ - 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 DECEMBER 31, 2022**

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	2.17%	N/A		\$ 5,262,109	\$ 5,262,109	LAIF

Total Cash Investments and Deposits

1	2.17%
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\$ 5,262,109	\$ 5,262,109
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Weighted Average/eighted Average

Bond Funds Held by Trustees:

Maturity (days) Yield

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

Total 2016 Series A and B \$ 30 \$ 30

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
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2016 Series C and D										
Debt Service:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 38	\$ 38	\$ 38	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%	1	1	1	US Bank

Total 2016 Series C and D \$ 40 \$ 40

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2020 Tax Allocation Refunding Bonds										
Special Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 25	\$ 25	\$ 25	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2020 Tax Allocation Bonds (Tax-Exempt)

\$ 26 \$ 26

Total Bond Fund Investments and Deposits (3)

\$ 96	\$ 96
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TOTAL - ALL CASH AND INVESTMENTS

\$5,262,205	\$5,262,205
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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 Members of the City Council

DATE: February 14, 2023

SUBJECT: DECEMBER 2022 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

REPORT IN BRIEF:

The Revenue and Expenditure Report for the month ended December 31, 2022, 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. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of December 31, 2022.

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 General Fund and Housing Authority Fund's December 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended December 31, 2022.

ANALYSIS:

General Fund Revenue and Expenditure Reports

Attachments A and B summarize the General Fund's revenue and expenditure activity through December 31, 2022. The reports include information for the month of December, on a year-to-date basis through December, 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 (through December) is included as well.

As of December 31, total General Fund revenues received to date are approximately \$9.4 million, which represents 32% of the Fiscal Year 2022/23 budgeted amount and is approximately \$513,149 (14%) lower than the revenues recognized for the same period last year (Attachment A, page 2). The majority of the decrease is attributed to the reimbursement from the Housing Authority received in Fiscal Year 2021/22 for the purchase of 11870 Beach Boulevard (\$890,000). In addition, fees and permit revenues were lower due to less permit activity in Fiscal Year 2022/23 compared to last year, and intergovernmental revenues were lower due to a timing difference in the revenue collected in the prior fiscal year. The City receives a share of waste disposal revenue from the County of Orange annually. This revenue is typically recognized in the City's records in June; however, the Fiscal Year 2020/21 revenue was received too late to be recognized in the City's books for Fiscal Year 2020/21 (in September 2021). Therefore, the \$101,376 of revenue reflected in the "prior year column" on Attachment A, page 1, represents revenue that should have been recognized in the City's books for Fiscal Year 2020/21.

Total General Fund expenditures are approximately \$13.3 million through December 31, which represents 46% of the 2022/23 projected expenditures and is approximately \$736,016 (6%) higher than the expenditures incurred for the same period last year (Attachment B, page 2). The two divisions with the largest increases in costs compared to the same period for the previous fiscal year were: the Law Enforcement Division (#2100) and the Public Facilities Division (#3200). The Law Enforcement Division's expenditures are \$413,130 (7%) higher through December 2022 compared to actual costs through December 2021, which is consistent with the City's 7% increase in law enforcement contract costs for the current fiscal year. Public Facilities Division expenditures are \$243,861 (187%) higher than the same period in Fiscal Year 2021/22 due to the purchase of a new skip loader during Fiscal Year 2022/23.

Per Attachment C, the City's General Fund reserves and available fund balance ("discretionary fund balance") is expected to be \$26.0 million by June 30, 2023 as shown in the table below:

	Estimated Balance at 6/30/2023
Reserves set aside per City Resolution No. 2022-34	\$ 13,900,000
Committed Developer Contributions	1,476,296
Undesignated Fund Balance	<u>10,573,836</u>
Total Discretionary Fund Balance	<u>\$ 25,950,132</u>

Housing Authority Revenue and Expenditure Reports

Attachment D summarizes the Housing Authority Fund's revenue and expenditure activity through December 31, 2022. The report includes information for the activity during the month of December, information on a year-to-date basis through December,

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 (through December) is included as well.

As of December 31, total Housing Authority Fund revenues received to date was \$475,132, which represents 81% of the Fiscal Year 2022/23 budgeted amount and is \$254,321 (35%) less than the revenue collected through the same period last year. During Fiscal Year 2021/22, the Housing Authority received \$606,902 for the sale of the property located at 7455 Katella Avenue. Total Housing Authority Fund expenditures were \$3.1 million through December 31, which represents 80% of the 2022/23 estimated expenditures and is \$1.6 million (110%) higher than the expenditures incurred for the same period last year, due to the \$2.5 million paid to assist Jamboree Housing with the acquisition of the Riviera Motel for a permanent supportive housing project.

Per Attachment E, the City's Housing Authority Fund's available fund balance is expected to be \$9.1 million by June 30, 2023.

Status of Capital Improvement Projects (CIP) (Attachment F)

The Fiscal Year 2022/23 CIP budget includes \$4.5 million from the Fiscal Year 2022/23 Adopted Budget; \$11.3 million in carryover funding from Fiscal Year 2021/22, and additional appropriations approved by City Council since July 1, 2022, totaling \$746,196, for a total amended budget of \$16.6 million as of December 31, 2022. As of December 31, capital project expenditures totaled \$2.3 million (14% of the amended budget) with an additional \$1.5 million (9% of the amended budget) under contract (encumbered) for work currently underway, for a total amount spent or encumbered to date of \$3.8 million (23% of the amended budget) as of December 31, 2022.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

Obj. No. 4: Ensure fiscal stability and efficiency in governance.

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. December 2022 General Fund Revenues
- B. December 2022 General Fund Expenditures
- C. General Fund Reserve Balances
- D. December 2022 Housing Authority Revenue and Expenditures
- E. Housing Authority Reserve Balance
- F. Status of Capital Improvement Projects as of December 31, 2022

CITY OF STANTON
December 2022 General Fund Revenues (50% of year)

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		Percent of Budget	FY 2021/22 Actual*	% Change From Prior Year
			Activity During December	Year To Date Actual *			
TAXES							
Property Tax	\$ 7,983,200	\$ 7,983,200	\$ 1,273,221	\$ 1,474,336	18.47%	\$ 1,448,016	1.82%
Sales and Use Tax	5,232,000	5,232,000	469,184	1,856,618	35.49%	1,802,881	2.98%
Transactions and Use Tax	5,805,000	5,805,000	528,099	2,070,121	35.66%	1,952,184	6.04%
Transient Occupancy Tax	610,000	610,000	48,610	303,817	49.81%	253,391	19.90%
Franchise Fees	1,177,000	1,177,000	-	304,743	25.89%	242,293	25.77%
Business Licenses	158,000	158,000	52,001	78,157	49.47%	84,145	-7.12%
Utility Users Tax	1,961,000	1,961,000	181,954	1,039,829	53.03%	898,952	15.67%
Cannabis Tax	620,000	620,000	-	-	0.00%	-	**
Tax Increment Pass-thru Payment	429,450	429,450	307,496	307,496	71.60%	270,516	13.67%
TAXES-TOTAL	23,975,650	23,975,650	2,860,565	7,435,117	31.01%	6,952,378	6.94%
INTERGOVERNMENTAL							
County WDA Shared Revenue	100,000	100,000	-	-	0.00%	101,376	-100.00%
Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
Motor Vehicle In Lieu	30,000	30,000	-	-	0.00%	-	**
Public Safety Augmentation Tax	193,000	193,000	19,089	76,252	39.51%	70,969	7.44%
Federal Grants	-	-	-	8,708	**	-	100.00%
Other Grants	4,200	4,200	417	2,972	70.76%	74,514	-96.01%
INTERGOVERNMENTAL-TOTAL	357,200	357,200	19,506	87,932	24.62%	246,859	-64.38%
CHARGES FOR SERVICES							
Charges for Services	256,425	256,425	451	90,744	35.39%	41,083	120.88%
Information Technology Charges	37,605	37,605	3,134	18,802	50.00%	15,173	23.92%
CHARGES FOR SERVICES-TOTAL	294,030	294,030	3,585	109,546	37.26%	56,256	94.73%
FEES AND PERMITS							
Solid Waste Impact Fees	1,175,000	1,175,000	-	385,627	32.82%	376,478	2.43%
Building Permits and Fees	1,205,000	1,205,000	29,457	308,613	25.61%	475,082	-35.04%
Planning Permits and Fees	104,250	104,250	3,515	38,152	36.60%	42,845	-10.95%
Engineering Permits and Fees	91,000	91,000	12,882	64,473	70.85%	59,876	7.68%
Recycling Fees	90,500	90,500	-	20,205	22.33%	19,525	3.48%
Other Permits and Fees	225,900	236,400	48,866	117,924	49.88%	122,045	-3.38%

CITY OF STANTON
December 2022 General Fund Revenues (50% of year)

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
			Activity During December	Year To Date Actual *	Percent of Budget		
Community Services Fees	45,700	45,700	4,233	36,052	78.89%	39,827	-9.48%
FEES AND PERMITS -TOTAL	2,937,350	2,947,850	98,953	971,046	32.94%	1,135,678	-14.50%
FINES AND FORFEITURES							
General Fines	700	700	-	369	52.71%	18,170	-97.97%
Motor Vehicle Fines	45,000	45,000	-	13,664	30.36%	20,777	-34.23%
Parking Citations	225,000	225,000	19,052	83,292	37.02%	123,124	-32.35%
DMV Parking Collections	71,000	71,000	4,248	29,753	41.91%	28,906	2.93%
Administrative Citation	10,000	10,000	-	4,589	45.89%	3,460	32.63%
FINES AND FORFEITURES-TOTAL	351,700	351,700	23,300	131,667	37.44%	194,437	-32.28%
USE OF MONEY AND PROPERTY							
Investment Earnings	217,000	217,000	212,614	295,448	136.15%	71,192	315.00%
Unrealized Gains (Losses)	-	-	(34,090)	(171,636)	**	(127,660)	34.45%
Interest on Loan to Landscape District Fund	11,020	11,020	2,880	5,760	52.27%	10,882	-47.07%
Rental Income	93,335	93,335	17,617	106,140	113.72%	28,039	278.54%
USE OF MONEY AND PROPERTY-TOTAL	321,355	321,355	199,021	235,712	73.35%	(17,547)	-1443.32%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	163,935	166,935	1,938	9,158	5.49%	47,702	-80.80%
MISCELLANEOUS REVENUE-TOTAL	163,935	166,935	1,938	9,158	5.49%	47,702	-80.80%
TRANSFERS IN							
From Gas Tax Fund	205,000	205,000	17,083	102,500	50.00%	102,500	0.00%
From Protective Services Fund	382,000	382,000	156,667	205,652	53.84%	193,216	6.44%
From Supplemental Law Enforcement Grants Fund	150,000	150,000	12,500	75,000	50.00%	75,000	0.00%
From Housing Authority Fund	-	-	-	-	**	890,000	-100.00%
TRANSFERS IN-TOTAL	737,000	737,000	186,250	383,152	51.99%	1,260,716	-69.61%
TOTAL REVENUES AND TRANSFERS IN	\$ 29,138,220	\$ 29,151,720	\$ 3,393,118	\$ 9,363,330	32.12%	\$ 9,876,479	-5.20%

* = Actual data is reported through December.

TAXES
December 2022 General Fund Revenues (50% of year)

		FY 2022/23	FY 2022/23	FY 2022/23				% Change
		Adopted	Amended	Activity During	Year To Date		FY 2021/22	From
Acct. No.	Description	Budget	Budget	December	Actual *	% of Budget	Actual*	Prior Year
101	General Fund			November				
430100	Current Year-Secured	\$ 1,178,100	\$ 1,178,100	\$ 439,361	\$ 571,538	48.51%	\$ 563,929	1.35%
430105	Current Year-Unsecured	30,000	30,000	-	15,999	53.33%	18,532	-13.67%
430115	Property Tax-Supplemental	20,000	20,000	3,085	14,772	73.86%	5,475	169.81%
430120	Residual Redevelopment Property Tax	1,356,600	1,356,600	823,340	823,340	60.69%	791,483	4.02%
430121	In-Lieu Vehicle License Fee	5,258,500	5,258,500	-	-	0.00%	-	**
430135	Homeowners Tax Relief	1,000	1,000	720.000	720.000	72.00%	744.000	-3.23%
430140	Property Transfer Tax	139,000	139,000	6,715	47,967	34.51%	67,853	-29.31%
430200	Sales And Use Tax	5,232,000	5,232,000	469,184	1,856,618	35.49%	1,802,881	2.98%
430300	Transient Occupancy Tax	610,000	610,000	48,610	303,817	49.81%	253,391	19.90%
430405	Franchise Tax/Cable TV	200,000	200,000	-	90,430	45.22%	51,718	74.85%
430410	Franchise Tax/Electric	244,000	244,000	-	-	0.00%	-	**
430415	Franchise Tax/Gas	75,000	75,000	-	-	0.00%	-	**
430420	Franchise Tax/Refuse	570,000	570,000	-	214,313	37.60%	190,575	12.46%
430425	Franchise Tax/Water	88,000	88,000	-	-	0.00%	-	**
430500	Business License Tax	158,000	158,000	52,001	78,157	49.47%	84,145	-7.12%
430600	Util User Tax/Electricity	970,000	970,000	107,557	670,116	69.08%	526,749	27.22%
430605	Util User Tax/Telephone	271,000	271,000	3,008	69,730	25.73%	83,482	-16.47%
430610	Util User Tax/Gas	295,000	295,000	24,185	107,515	36.45%	80,444	33.65%
430615	Util User Tax/Water	425,000	425,000	47,204	192,468	45.29%	208,277	-7.59%
430700	Cannabis Tax	620,000	620,000	-	-	0.00%	-	**
440100	AB 1389 Pass Through from RDA	429,450	429,450	307,496	307,496	71.60%	270,516	13.67%
101	General Fund	18,170,650	18,170,650	2,332,466	5,364,996	29.53%	5,000,194	7.30%
102	General Fund (Transactions & Use Tax)							
430250	Transactions & Use Tax	5,805,000	5,805,000	528,099	2,070,121	35.66%	1,952,184	6.04%
102	General Fund (Transactions & Use Tax)	5,805,000	5,805,000	528,099	2,070,121	35.66%	1,952,184	6.04%
TAXES - TOTAL		\$ 23,975,650	\$ 23,975,650	\$ 2,860,565	\$ 7,435,117	31.01%	\$ 6,952,378	6.94%

* = Actual data is reported through December.

CHARGES FOR SERVICES
December 2022 General Fund Revenues (50% of year)

Acct. No.	Description	FY 2022/23		FY 2022/23		FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During December	Year To Date Actual *			
101	General Fund									
433100	Charges For Services	\$ 256,425		\$ 256,425		\$ 451	\$ 90,744	35.39%	\$ 41,083	120.88%
433136	Information Technology Charges	37,605		37,605		3,134	18,802	50.00%	15,173	23.92%
CHARGES FOR SERVICES - TOTAL		\$ 294,030		\$ 294,030		\$ 3,585	\$ 109,546	37.26%	\$ 56,256	94.73%

* = Actual data is reported through December.

INTERGOVERNMENTAL
December 2022 General Fund Revenues (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year To Date Actual *			
101	General Fund			November				
432121	County WDA Shared Revenue	\$ 100,000	\$ 100,000	\$ -	\$ -	0.00%	\$ 101,376	-100.00%
432135	Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
432150	Motor Vehicle In Lieu	30,000	30,000	-	-	0.00%	-	**
432180	Public Safety Augmentation Tax	193,000	193,000	19,089	76,252	39.51%	70,969	7.44%
432256	Other Grants	4,200	4,200	417	2,972	70.76%	74,514	-96.01%
432270	Federal Grants	-	-	-	8,708	**	-	100.00%
INTERGOVERNMENTAL - TOTAL		\$ 357,200	\$ 357,200	\$ 19,506	\$ 87,932	24.62%	\$ 246,859	-64.38%

* = Actual data is reported through December.

FEES AND PERMITS
December 2022 General Fund Revenues (50% of year)

Acct. No.	Description	FY 2022/23		FY 2022/23		FY 2022/23		FY 2021/22	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During December	Year To Date Actual *	% of Budget	Actual*		
101	General Fund								
431100	Building Plan Check Fees	\$ 175,000	\$ 175,000	\$ 8,440	\$ 63,208	36.12%	\$ 137,299	-53.96%	
431105	Mechanical Permits	100,000	100,000	760	26,763	26.76%	37,840	-29.27%	
431110	Building Permits	750,000	750,000	9,767	133,561	17.81%	230,504	-42.06%	
431115	Plumbing Permits	80,000	80,000	1,765	24,425	30.53%	19,790	23.42%	
431120	Electrical Permits	100,000	100,000	8,725	60,656	60.66%	49,649	22.17%	
431130	Engineering Plan Check Fees	51,000	51,000	1,445	13,185	25.85%	31,630	-58.31%	
431135	Public Works Permits	40,000	40,000	11,437	51,288	128.22%	28,246	81.58%	
431140	S M I P - Commercial Fees	400	400	7	9	2.25%	7	28.57%	
431145	S M I P-Residential Permits	500	500	35	48	9.60%	41	17.07%	
431146	SB 1473 Fee	2,500	2,500	34	352	14.08%	402	-12.44%	
431160	Solid Waste Impact Fees	1,175,000	1,175,000	-	385,627	32.82%	376,478	2.43%	
431180	P/W Inspections	-	10,000	1,561	9,992	99.92%	-	100.00%	
431185	Parking Permits	10,000	10,000	325	4,891	48.91%	10,782	-54.64%	
431190	Towing Franchise Fee	25,000	25,000	1,080	12,420	49.68%	11,700	6.15%	
431195	Other Fees & Permits	15,000	15,500	1,004	11,713	75.57%	12,770	-8.28%	
431201	Cannabis Business Renewal Permit Fee	10,000	10,000	-	-	0.00%	-	**	
433200	Conditional Use Permit	7,000	7,000	2,485	4,645	66.36%	12,425	-62.62%	
433205	Precise Plan Of Design	15,000	15,000	3,070	16,380	109.20%	2,100	680.00%	
433220	Preliminary Plan Review	8,000	8,000	-	-	0.00%	7,500	-100.00%	
433225	Environmental Services	4,400	4,400	150	675	15.34%	505	33.66%	
433227	Foreclosure Registration	10,850	10,850	-	2,252	20.76%	2,469	-8.79%	
433230	Zoning Entitlements	5,000	5,000	-	-	0.00%	-	**	
433235	Land Divisions	10,000	10,000	(965)	1,535	15.35%	2,500	-38.60%	
433240	Special Event Permits	500	500	180	720	144.00%	180	300.00%	
433245	Sign/Ban'R/Gar Sa/Temp Use Per	6,000	6,000	10	1,715	28.58%	3,600	-52.36%	
433250	Ministerial Services	12,000	12,000	100	5,860	48.83%	8,550	-31.46%	
433260	Landscape Plan Check	1,000	1,000	325	1,625	162.50%	1,300	25.00%	
433270	General Plan Maint Surcharge	15,000	15,000	525	3,465	23.10%	1,507	129.93%	

FEES AND PERMITS
December 2022 General Fund Revenues (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year To Date Actual *			
101	General Fund							
433285	Other Developmental Fees	5,000	5,000	(2,185)	-	0.00%	389	-100.00%
433305	General Recreation Programs	24,000	24,000	2,073	24,552	102.30%	21,617	13.58%
433315	Sports Fields	21,700	21,700	2,160	11,500	53.00%	18,210	-36.85%
437115	Recycling Fees	90,500	90,500	-	20,205	22.33%	19,525	3.48%
430505	New/Moved Bus Lic Appl Rev	37,000	37,000	2,030	15,080	40.76%	16,540	-8.83%
430510	Business Tax Renewal Process	128,000	128,000	43,772	61,920	48.38%	68,772	-9.96%
430515	SB 1186	2,000	2,000	(1,162)	779	38.95%	851	-8.46%
FEES AND PERMITS - TOTAL		\$ 2,937,350	\$ 2,947,850	\$ 98,953	\$ 971,046	32.94%	\$ 1,135,678	-14.50%

* = Actual data is reported through December.

FINES AND FORFEITURES
December 2022 General Fund Revenues (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year To Date Actual *			
101	General Fund							
434100	General Fines	\$ 700	\$ 700	\$ -	\$ 369	52.71%	\$ 18,170	-97.97%
434105	Motor Vehicle Fines	45,000	45,000	-	13,664	30.36%	20,777	-34.23%
434110	Parking Citations	225,000	225,000	19,052	83,292	37.02%	123,124	-32.35%
434115	DMV Parking Collections	71,000	71,000	4,248	29,753	41.91%	28,906	2.93%
434120	Administrative Citations	10,000	10,000	-	4,589	45.89%	3,460	32.63%
FINES AND FORFEITURES - TOTAL		\$ 351,700	\$ 351,700	\$ 23,300	\$ 131,667	37.44%	\$ 194,437	-32.28%

* = Actual data is reported through December.

USE OF MONEY AND PROPERTY
December 2022 General Fund Revenues (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year To Date Actual *			
101	General Fund							
435100	Interest Earned	\$ 217,000	\$ 217,000	\$ 212,614	\$ 295,448	136.15%	\$ 71,192	-315.00%
435110	Unrealized Gains (Losses)	-	-	(34,090)	(171,636)	**	(127,660)	-34.45%
435200	Interest on Loan to Landscape District Fund	11,020	11,020	2,880	5,760	52.27%	10,882	47.07%
436125	Indoor Facility Rental	55,000	55,000	15,500	81,057	147.38%	5,450	-1387.28%
436127	Picnic Shelters	16,450	16,450	235	14,073	85.55%	12,080	-16.50%
436135	Pac Bell Mobile Svcs-Rent	21,885	21,885	1,882	11,010	50.31%	10,509	-4.77%
USE OF MONEY AND PROPERTY - TOTAL		\$ 321,355	\$ 321,355	\$ 199,021	\$ 235,712	73.35%	\$ (17,547)	1443.32%

* = Actual data is reported through December.

MISCELLANEOUS REVENUE
December 2022 General Fund Revenues (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year To Date Actual *			
101	General Fund							
437100	Sale Of Publications	\$ -	\$ -	\$ -	\$ (58)	**	\$ 121	-147.93%
437105	Firework Services	475	475	-	-	0.00%	-	**
437110	Candidate Statements	-	-	-	1,508	**	-	100.00%
437125	Donations	-	3,000	-	3,000	100.00%	800	275.00%
437135	Expense Reimbursement	-	-	-	69	**	39,292	-99.82%
437137	Loan Repayment from Landscape Maintenance District	133,460	133,460	-	-	0.00%	-	**
437195	Other Revenue	30,000	30,000	1,938	4,639	15.46%	7,489	-38.06%
MISCELLANEOUS REVENUE - TOTAL		\$ 163,935	\$ 166,935	\$ 1,938	\$ 9,158	5.49%	\$ 47,702	-80.80%

* = Actual data is reported through December.

TRANSFERS IN
December 2022 General Fund Revenues (50% of year)

Acct. No.	Description	FY 2022/23		FY 2022/23		FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During December	Year To Date Actual *			
101	General Fund					November				
439211	Transfer From Gas Tax Fund	\$ 205,000		\$ 205,000		\$ 17,083	\$ 102,500	50.00%	\$ 102,500	0.00%
439223	Transfer From Protective Services Fund	382,000		382,000		156,667	205,652	53.84%	193,216	6.44%
439242	Transfer Fr Supp Law Enf Grant	150,000		150,000		12,500	75,000	50.00%	75,000	0.00%
439285	Transfer From Housing Authority	-		-		-	-	**	890,000	-100.00%
TRANSFERS IN - TOTAL		\$ 737,000		\$ 737,000		\$ 186,250	\$ 383,152	51.99%	\$ 1,260,716	-69.61%

* = Actual data is reported through December.

City of Stanton
December 2022 General Fund Expenditures (50% of year)

Division No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		Percent of Budget	FY 2021/22 Actual*	% Change from Prior Year
				Activity During December	Year to Date Actual *			
1100	City Council	\$ 137,875	\$ 136,015	\$ 5,915	\$ 58,505	43.01%	\$ 68,461	-14.54%
1200	City Attorney	275,000	275,000	63,977	203,269	73.92%	138,398	46.87%
1300	City Manager	603,900	618,200	31,613	199,426	32.26%	235,614	-15.36%
1400	City Clerk	241,880	241,880	17,919	83,569	34.55%	88,783	-5.87%
1410	Personnel/Risk Management	207,435	208,535	13,750	93,596	44.88%	75,660	23.71%
1510	Information Technology	683,135	690,210	44,427	330,167	47.84%	292,312	12.95%
	Administration	2,149,225	2,169,840	177,601	968,532	44.64%	899,228	7.71%
1500	Finance	977,075	982,750	84,641	418,299	42.56%	390,392	7.15%
1600	Non-Dept (excludes Transfers)	315,000	315,000	68,668	69,285	22.00%	446	15434.75%
	Finance	1,292,075	1,297,750	153,309	487,584	37.57%	390,838	24.75%
1520	Emergency Preparedness	5,000	9,175	-	1,480	16.13%	18,003	-91.78%
2100	Law Enforcement	13,071,380	13,071,380	1,086,748	6,522,842	49.90%	6,109,712	6.76%
2200	Fire Protection	5,306,190	5,306,190	-	2,631,578	49.59%	2,566,775	2.52%
2230	Contractual Ambulance Svcs	2,500	2,500	300	630	25.20%	100	530.00%
2300	Homeless Prevention	-	43,935	-	-	0.00%	-	**
2400	Animal Control Services	200,965	200,965	-	64,827	32.26%	94,925	-31.71%
2500	Public Safety-Other	117,310	117,310	6,518	62,930	53.64%	67,151	-6.29%
4300	Parking Control	246,585	246,585	19,474	102,856	41.71%	122,076	-15.74%
6200	Code Enforcement	637,030	637,030	45,850	284,115	44.60%	234,188	21.32%
	Public Safety	19,586,960	19,635,070	1,158,890	9,671,258	49.26%	9,212,930	4.97%
3000	Public Works Administration	560,850	560,850	39,526	270,051	48.15%	232,061	16.37%
3100	Engineering	258,665	272,550	15,677	107,459	39.43%	37,422	187.15%
3200	Public Facilities	816,040	812,840	67,507	448,422	55.17%	204,561	119.21%
3300	Crossing Guard	45,165	45,165	-	13,447	29.77%	13,582	-0.99%
3400	Parks Maintenance	466,110	466,110	41,512	180,977	38.83%	185,940	-2.67%
3500	Street Maintenance	508,135	508,135	29,361	157,720	31.04%	155,187	1.63%

* = Actual data is reported through December.

City of Stanton
December 2022 General Fund Expenditures (50% of year)

Division No. Description		FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		Percent of Budget	FY 2021/22 Actual*	% Change from Prior Year
				Activity During December	Year to Date Actual *			
3600	Storm Drains	129,860	130,360	6,294	17,134	13.14%	46,781	-63.37%
6300	Graffiti Abatement	110,370	110,370	7,044	38,205	34.62%	18,137	110.65%
	Public Works	2,895,195	2,906,380	206,921	1,233,415	42.44%	893,671	38.02%
4000	Community Development Administration	308,915	308,915	24,667	167,885	54.35%	150,957	11.21%
4100	Planning	511,660	594,575	33,157	145,664	24.50%	254,976	-42.87%
4200	Building Regulation	524,990	524,990	934	24,153	4.60%	212,450	-88.63%
4400	Business Relations	37,800	37,800	-	707	1.87%	570	24.04%
	Community Development	1,383,365	1,466,280	58,758	338,409	23.08%	618,953	-45.33%
5000	Public Information Office	143,875	133,660	8,378	50,726	37.95%	52,646	-3.65%
5100	Community Services Administration	583,020	594,220	43,067	290,756	48.93%	318,007	-8.57%
5200	Community Center Operations	202,300	202,300	5,459	46,082	22.78%	38,441	19.88%
5300	Park Operations	238,925	238,925	22,389	125,518	52.53%	100,508	24.88%
5400	Senior Citizen Programs	67,360	67,360	5,687	29,480	43.76%	25,820	14.18%
5500	Recreation Programs	54,310	54,310	14,406	36,357	66.94%	25,146	44.58%
	Community Services	1,289,790	1,290,775	99,386	578,919	44.85%	560,568	3.27%
	Transfer to FACT Grant	46,470	46,470	11,218	31,825	68.49%	7,125	346.67%
	Transfer to Senior Transportation Fund	11,045	11,045	376	4,030	36.49%	3,673	9.72%
	Transfer to SCP Maintenance	59,200	59,200	4,933	29,600	50.00%	20,570	43.90%
	Transfer to Capital Projects Fund	180,000	209,000	-	-	0.00%	-	**
	Transfers to Other Funds	296,715	325,715	16,527	65,455	20.10%	31,368	108.67%
	TOTAL EXPENDITURES	\$ 28,893,325	\$ 29,091,810	\$ 1,871,392	\$ 13,343,572	45.87%	\$ 12,607,556	5.84%

* = Actual data is reported through December.

Administration - Vazquez
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23					FY 2021/22 Actual*	% Change From Prior Year
		FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Activity During December	Year to Date Actual *	% of Budget		
101	General Fund							
1100	City Council							
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,425	\$ 26,563	50.89%	\$ 26,100	1.77%
502115	Unemployment Insurance	805	805	-	-	0.00%	-	**
502120	Medicare/Fica	760	760	64	384	50.53%	378	1.59%
502130	Other Benefit Charges	750	750	67	310	41.33%	455	-31.87%
602100	Special Dept Expense	10,000	10,000	-	3,515	35.15%	5,652	-37.81%
602110	Office Expense	2,000	2,000	299	499	24.95%	148	237.16%
602115	Postage	-	-	-	-	**	3	-100.00%
607100	Membership/Dues	37,695	37,695	-	22,335	59.25%	27,732	-19.46%
607110	Travel/Conference/Meetings	11,000	11,000	1,060	2,510	22.82%	5,073	-50.52%
612115	Liability Insurance Charge	2,665	2,665	-	2,389	89.64%	2,920	-18.18%
702100	Furniture-Office	20,000	18,140	-	-	0.00%	-	**
1100	City Council Total	137,875	136,015	5,915	58,505	43.01%	68,461	-14.54%
1200	City Attorney							
608105	Professional Services	275,000	275,000	63,977	203,269	73.92%	138,398	46.87%
1200	City Attorney Total	275,000	275,000	63,977	203,269	73.92%	138,398	46.87%
1300	City Manager							
501110	Salaries-Regular	373,615	383,750	18,903	107,811	28.09%	128,503	-16.10%
501115	Salaries-Overtime	-	-	-	9	**	141	-93.62%
502100	Retirement	85,485	90,235	5,068	29,196	32.36%	32,284	-9.57%
502105	Workers Comp Insurance	5,215	5,600	348	1,984	35.43%	2,544	-22.01%
502110	Health/Life Insurance	42,460	42,460	2,255	10,098	23.78%	15,714	-35.74%
502111	Medical In-Lieu Pay	-	-	4	154	**	510	-69.80%
502115	Unemployment Insurance	360	360	-	137	38.06%	-	100.00%
502120	Medicare/Fica	4,945	5,075	265	1,507	29.69%	1,851	-18.58%

* = Actual data is reported through December.

Administration - Vazquez
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
1300	City Manager, Continued							
502130	Other Benefit Charges	2,245	2,245	166	949	42.27%	1,131	-16.09%
602110	Office Expense	10,700	10,700	404	1,796	16.79%	2,308	-22.18%
602115	Postage	250	250	-	29	11.60%	2	1350.00%
602120	Books/Periodicals	150	150	-	-	0.00%	-	**
607100	Membership/Dues	1,000	1,000	-	432	43.20%	926	-53.35%
607110	Travel/Conference/Meetings	5,600	4,500	28	736	16.36%	1,865	-60.54%
608105	Professional Services	48,000	48,000	4,000	24,000	50.00%	24,000	0.00%
612105	Vehicle Replacement Charge	2,060	2,060	172	1,030	50.00%	350	194.29%
612115	Liability Insurance Charge	21,815	21,815	-	19,558	89.65%	23,485	-16.72%
1300	City Manager Total	603,900	618,200	31,613	199,426	32.26%	235,614	-15.36%
1400	City Clerk							
501110	Salaries-Regular	119,885	119,885	11,228	56,376	47.03%	49,876	13.03%
501115	Salaries-Overtime	-	-	31	45	**	211	-78.67%
502100	Retirement	38,960	38,960	3,524	19,247	49.40%	16,789	14.64%
502105	Workers Comp Insurance	1,780	1,780	207	1,037	58.26%	988	4.96%
502110	Health/Life Insurance	18,610	18,610	1,671	8,755	47.04%	8,409	4.11%
502111	Medical In-Lieu Pay	-	-	5	5	**	-	100.00%
502115	Unemployment Insurance	175	175	-	-	0.00%	-	**
502120	Medicare/Fica	1,670	1,670	159	791	47.37%	699	13.16%
502130	Other Benefit Charges	985	985	99	496	50.36%	439	12.98%
602110	Office Expense	2,250	2,250	393	601	26.71%	1,515	-60.33%
602115	Postage	500	500	42	205	41.00%	254	-19.29%
602120	Books/Periodicals	100	100	-	-	0.00%	-	**
607100	Membership/Dues	1,130	1,130	-	415	36.73%	415	0.00%
607110	Travel/Conference/Meetings	750	750	-	-	0.00%	-	**

* = Actual data is reported through December.

Administration - Vazquez
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
1400	City Clerk, Continued							
607115	Training	2,500	2,500	16	16	0.64%	70	-77.14%
608105	Professional Services	6,000	6,000	500	(10,113)	-168.55%	1,981	-610.50%
608140	Elections	40,000	40,000	-	-	0.00%	820	**
612105	Vehicle Replacement Charge	530	530	44	265	50.00%	290	-8.62%
612115	Liability Insurance Charge	6,055	6,055	-	5,428	89.64%	6,027	-9.94%
1400	City Clerk Total	241,880	241,880	17,919	83,569	34.55%	88,783	-5.87%
1510	Information Technology							
501110	Salaries-Regular	87,950	87,950	9,771	42,343	48.14%	39,098	8.30%
501115	Salaries-Overtime	10,000	10,000	611	7,939	79.39%	2,711	192.84%
502100	Retirement Charges	28,020	28,020	2,850	14,520	51.82%	12,397	17.13%
502105	Workers Comp Insurance	1,250	1,250	180	804	64.32%	774	3.88%
502110	Health/Life Insurance	15,740	15,740	1,413	7,391	46.96%	7,357	0.46%
502115	Unemployment Insurance	160	160	-	-	0.00%	-	**
502120	Medicare/Fica	1,230	1,230	139	680	55.28%	555	22.52%
502130	Other Benefit Charges	805	805	86	384	47.70%	344	11.63%
602140	Materials & Supplies	30,000	30,000	668	3,741	12.47%	5,112	-26.82%
603105	Equipment Maintenance	50,000	50,000	9,912	29,238	58.48%	11,340	157.83%
604100	Communications	125,900	125,900	9,489	45,672	36.28%	41,094	11.14%
608100	Contractual Services	284,750	286,610	8,845	153,488	53.55%	165,996	-7.54%
612105	Vehicle Replacement Charge	5,555	5,555	463	2,778	50.01%	-	100.00%
612115	Liability Insurance Charge	4,435	4,435	-	3,976	89.65%	4,416	-9.96%
701050	Computer Software	37,340	42,555	-	17,213	40.45%	1,118	1439.62%
1510	Information Technology Total	683,135	690,210	44,427	330,167	47.84%	292,312	12.95%
TOTAL ADMINISTRATION-VAZQUEZ		\$ 1,941,790	\$ 1,961,305	\$ 163,851	\$ 874,936	44.61%	\$ 823,568	6.24%

* = Actual data is reported through December.

Administration - Guzman
December 2022 General Fund Expenditures (50% of year)

		FY 2022/23							
		FY 2022/23	FY 2022/23					FY 2021/22	% Change
Acct. No.	Description	Adopted	Amended	Activity During	Year to Date			Actual*	From Prior
		Budget	Budget	December	Actual *	% of Budget			Year
101	General Fund								
1410	Personnel/Risk Management								
501110	Salaries-Regular	\$ 112,130	\$ 112,130	\$ 8,044	\$ 51,744	46.15%	\$ 40,288	28.44%	
501115	Salaries-Overtime	-	-	-	-	**	244	-100.00%	
502100	Retirement	24,615	24,615	1,989	12,494	50.76%	9,415	32.70%	
502105	Workers Comp Insurance	1,600	1,600	148	952	59.50%	798	19.30%	
502110	Health/Life Insurance	15,740	15,740	1,426	7,421	47.15%	6,227	19.17%	
502111	Medical In-Lieu Pay	-	-	-	-	**	500	-100.00%	
502115	Unemployment Insurance	160	160	-	-	0.00%	-	**	
502120	Medicare/FICA	1,550	1,550	112	727	46.90%	589	23.43%	
502130	Other Benefit Charges	965	965	71	455	47.15%	355	28.17%	
602110	Office Expense	1,400	1,400	52	663	47.36%	33	1909.09%	
602115	Postage	200	200	-	85	42.50%	83	2.41%	
607100	Membership/Dues	725	725	250	400	55.17%	425	-5.88%	
607110	Travel/Conference/Meetings	2,000	2,000	-	-	0.00%	-	**	
607115	Training	6,000	4,760	308	308	6.47%	(140)	-320.00%	
607120	Education Reimbursement Program	10,000	10,000	-	1,250	12.50%	-	**	
608105	Professional Services	10,000	10,000	692	6,518	65.18%	4,884	33.46%	
608125	Advertising/ Business Dev't	2,200	2,200	-	650	29.55%	2,117	-69.30%	
609125	Employee/Volunteer Recognition	12,000	12,000	617	4,611	38.43%	4,544	1.47%	
612105	Vehicle Replacement Charge	495	495	41	248	50.10%	305	-18.69%	
612115	Liability Insurance Charge	5,655	5,655	-	5,070	89.66%	4,993	1.54%	
701105	Equipment-General	-	2,340	-	-	0.00%	-	**	
TOTAL ADMINISTRATION-GUZMAN		\$ 207,435	\$ 208,535	\$ 13,750	\$ 93,596	44.88%	\$ 75,660	23.71%	

* = Actual data is reported through December.

Finance-Bannigan
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description			FY 2022/23		FY 2022/23		% of Budget	FY 2021/22	% Change From Prior Year
		FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Activity During December	Year to Date Actual *					
101	General Fund									
1500	Finance									
501110	Salaries-Regular	\$ 510,195	\$ 495,195	\$ 33,783	\$ 217,619	43.95%	\$ 209,502	3.87%		
501115	Salaries-Overtime	500	500	-	385	77.00%	116	231.90%		
501120	Salaries-Part Time	69,350	64,350	3,402	21,934	34.09%	20,411	7.46%		
502100	Retirement	130,660	130,660	9,050	58,799	45.00%	56,044	4.92%		
502105	Workers Comp Insurance	8,470	8,470	684	4,409	52.05%	4,552	-3.14%		
502110	Health/Life Insurance	49,700	49,700	4,389	22,788	45.85%	22,005	3.56%		
502111	Medical In-Lieu Pay	4,350	4,350	296	1,729	39.75%	3,030	-42.94%		
502115	Unemployment Insurance	1,200	1,200	91	299	24.92%	-	100.00%		
502120	Medicare/FICA	8,040	8,040	452	2,953	36.73%	2,870	2.89%		
502130	Other Benefit Charges	4,875	4,875	299	1,927	39.53%	1,854	3.94%		
602110	Office Expense	8,000	8,000	696	901	11.26%	568	58.63%		
602115	Postage	5,000	5,000	17	729	14.58%	1,955	-62.71%		
602120	Books/Periodicals	450	450	-	65	14.44%	38	71.05%		
607100	Membership/Dues	795	795	-	595	74.84%	302	97.02%		
607110	Travel/Conference/Meetings	4,500	4,500	(8,551)	(7,732)	-171.82%	2,028	-481.26%		
607115	Training	1,700	1,700	1,050	1,824	107.29%	410	77.52%		
608105	Professional Services	107,500	113,175	27,527	39,305	34.73%	32,179	22.14%		
608107	Financial Services	17,600	17,600	650	7,838	44.53%	4,193	86.93%		
608130	Temporary Help	-	20,000	10,547	10,547	52.74%	-	**		
611116	Payment to Other Agencies	1,900	1,900	-	50	2.63%	68	-26.47%		
612105	Vehicle Replacement Charge	3,105	3,105	259	1,553	50.02%	610	154.59%		
612115	Liability Insurance Charge	32,885	32,885	-	29,482	89.65%	27,657	6.60%		
1500	Finance Total	970,775	976,450	84,641	417,999	42.81%	390,392	7.07%		

* = Actual data is reported through December.

**Finance-Bannigan
December 2022 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
1600	Non-Departmental							
602100	Special Dept Expense	-	-	488	1,105	**	446	147.76%
610235	Economic Development Loan Repayment	125,000	125,000	68,180	68,180	54.54%	-	100.00%
611105	Revenue Sharing-City of Anaheim	40,000	40,000	-	-	0.00%	-	**
1600	Non-Departmental Total	165,000	165,000	68,668	69,285	41.99%	446	15434.75%
101	GENERAL FUND TOTAL	\$ 1,135,775	\$ 1,141,450	\$ 153,309	\$ 487,284	42.69%	\$ 390,838	24.68%
102	General Fund (Transactions & Use Tax)							
1500	Finance							
608105	Professional Services	6,300	6,300	-	300	4.76%	-	100.00%
1500	Finance Total	6,300	6,300	-	300	4.76%	-	100.00%
1600	Non-Departmental							
610235	Economic Development Loan Repayment	150,000	150,000	-	-	0.00%	-	**
1600	Non-Departmental Total	150,000	150,000	-	-	0.00%	-	**
102	TRANSACTIONS AND USE TAX TOTAL	\$ 156,300	\$ 156,300	\$ -	\$ 300	0.19%	\$ -	100.00%
	TOTAL FINANCE	\$ 1,292,075	\$ 1,297,750	\$ 153,309	\$ 487,584	37.57%	\$ 390,838	24.75%

* = Actual data is reported through December.

Public Safety-Wren
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23					FY 2021/22 Actual*	% Change From Prior Year
		FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Activity During December	Year to Date Actual *	% of Budget		
101	General Fund							
1520	Emergency Services							
602140	Materials & Supplies	\$ 5,000	\$ 5,000	\$ -	\$ -	0.00%	\$ 55	-100.00%
608105	Professional Services	-	4,175	-	1,480	35.45%	17,948	-91.75%
1520	Emergency Services	5,000	9,175	-	1,480	16.13%	18,003	-91.78%
2100	Law Enforcement							
602100	Special Dept Expense	1,500	3,000	1,113	1,999	66.63%	-	100.00%
602110	Office Expense	4,000	4,000	101	1,724	43.10%	1,170	47.35%
602145	Gas/Oil/Lube	3,000	1,500	219	380	25.33%	323	17.65%
604100	Communications	39,100	39,100	-	17,838	45.62%	14,716	21.22%
608100	Contractual Services	18,155	18,155	1,513	9,078	50.00%	9,174	-1.05%
608160	O.C.S.D. Contract	9,151,370	9,151,370	762,614	4,564,695	49.88%	4,290,935	6.38%
612105	Vehicle Replacement Charge	5,555	5,555	463	2,778	50.01%	4,350	-36.14%
2100	Law Enforcement Total	9,222,680	9,222,680	766,023	4,598,492	49.86%	4,320,668	6.43%
2200	Fire Protection							
602100	Special Department Expense	43,000	43,000	-	-	0.00%	-	**
608185	O.C.F.A. Contract	3,463,190	3,463,190	-	1,725,141	49.81%	1,855,286	-7.01%
2200	Fire Protection Total	3,506,190	3,506,190	-	1,725,141	49.20%	1,855,286	-7.01%
2230	Ambulance Services							
608190	Contractual Ambulance Svcs	2,500	2,500	300	630	25.20%	100	530.00%
2230	Ambulance Services Total	2,500	2,500	300	630	25.20%	100	530.00%
2300	Homeless Prevention							
610230	North SPA Navigation Center Cost Share	-	43,935	-	-	0.00%	-	**
2300	Homeless Total	-	43,935	-	-	0.00%	-	**
2400	Animal Control Services							
608170	Animal Control Services	200,965	200,965	-	64,827	32.26%	94,925	-31.71%
2400	Animal Control Services Total	200,965	200,965	-	64,827	32.26%	94,925	-31.71%

* = Actual data is reported through December.

Public Safety-Wren
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
2500	Public Safety-Other							
501110	Salaries-Regular	66,015	66,015	4,584	27,433	41.56%	29,171	-5.96%
502100	Retirement Charges	14,530	14,530	1,174	7,033	48.40%	5,925	18.70%
502105	Workers Comp Insurance	895	895	84	505	56.42%	486	3.91%
502110	Health/Life Insurance	45	45	35	194	431.11%	193	0.52%
502111	Medical In-Lieu Pay	2,100	2,100	175	963	45.86%	1,050	-8.29%
502115	Unemployment Insurance	55	55	-	-	0.00%	-	**
502120	Medicare/FICA	890	890	69	412	46.29%	371	11.05%
502130	Other Benefit Charges	385	385	40	241	62.60%	216	11.57%
602100	Special Department Expense	-	-	-	37	**	100	-63.00%
602110	Office Expense	1,200	1,200	215	574	47.83%	372	54.30%
602115	Postage	250	250	-	-	0.00%	1	-100.00%
602130	Clothing	4,500	4,500	142	1,975	43.89%	-	**
602135	Safety Equipment	-	-	-	-	**	436	-100.00%
602140	Materials & Supplies	-	-	-	-	**	64	-100.00%
607115	Training	700	700	-	-	0.00%	-	**
608100	Contractual Services	4,680	4,680	-	4,678	99.96%	4,678	0.00%
612115	Liability Insurance Charge	21,065	21,065	-	18,885	89.65%	24,088	-21.60%
2500	Public Safety-Other Total	117,310	117,310	6,518	62,930	53.64%	67,151	-6.29%
4300	Parking Control							
501110	Salaries-Regular	131,575	131,575	9,416	57,072	43.38%	64,896	-12.06%
502115	Salaries-Overtime	100	100	-	50	50.00%	33	51.52%
501120	Salaries-Part Time	14,250	14,250	1,123	6,623	46.48%	6,367	4.02%
502100	Retirement	40,415	40,415	3,140	18,739	46.37%	19,438	-3.60%
502105	Workers Comp Insurance	2,135	2,135	194	1,195	55.97%	1,411	-15.31%
502110	Health/Life Insurance	7,980	7,980	771	3,799	47.61%	6,046	-37.17%
502111	Medical In-Lieu Pay	4,140	4,140	343	1,898	45.85%	2,070	-8.31%

* = Actual data is reported through December.

Public Safety-Wren
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
4300	Parking Control, Continued							
502115	Unemployment Insurance	300	300	-	-	0.00%	-	**
502120	Medicare/FICA	2,075	2,075	156	942	45.40%	1,053	-10.54%
502130	Other Benefit Charges	1,290	1,290	83	507	39.30%	574	-11.67%
602110	Office Expense	4,500	4,500	7	7	0.16%	5,302	-99.87%
602115	Postage	500	500	-	92	18.40%	119	-22.69%
602130	Clothing	-	-	-	-	**	129	-100.00%
604100	Communications	660	660	(391)	145	21.97%	200	-27.50%
608105	Professional Services	30,000	30,000	4,077	8,454	28.18%	10,888	-22.35%
612105	Vehicle Replacement Charge	6,665	6,665	555	3,333	50.01%	3,550	-6.11%
4300	Parking Control Total	246,585	246,585	19,474	102,856	41.71%	122,076	-15.74%
6200	Code Enforcement							
501110	Salaries-Regular	406,370	406,370	28,359	180,285	44.36%	148,928	21.06%
502115	Salaries-Overtime	100	100	-	478	478.00%	14	3314.29%
501120	Salaries-Part Time	14,250	14,250	1,123	6,624	46.48%	6,367	4.04%
502100	Retirement	107,805	107,805	8,322	51,257	47.55%	41,865	22.43%
502105	Workers Comp Insurance	6,150	6,150	542	3,439	55.92%	3,075	11.84%
502110	Health/Life Insurance	46,385	46,385	3,382	19,461	41.96%	19,315	0.76%
502111	Medical In-Lieu Pay	4,560	4,560	381	2,093	45.90%	2,280	-8.20%
502115	Unemployment Insurance	775	775	-	-	0.00%	-	**
502120	Medicare/FICA	5,865	5,865	430	2,712	46.24%	2,241	21.02%
502130	Other Benefit Charges	3,590	3,590	250	1,590	44.29%	1,314	21.00%
602110	Office Expense	1,500	1,500	422	1,761	117.40%	-	100.00%
602115	Postage	1,000	1,000	-	168	16.80%	334	-49.70%
602160	Code Enforcement Equipment	6,000	6,000	-	-	0.00%	108	-100.00%
603105	Equipment Maintenance	1,000	1,000	-	-	0.00%	-	**
607100	Membership/Dues	570	570	100	500	87.72%	380	31.58%

* = Actual data is reported through December.

Public Safety-Wren
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
6200	Code Enforcement, Continued							
607115	Training	1,000	1,000	-	425	42.50%	250	70.00%
608100	Contractual Services	4,000	4,000	630	1,575	39.38%	1,575	0.00%
608105	Professional Services	5,000	5,000	150	1,192	23.84%	1,612	-26.05%
612105	Vehicle Replacement Charge	21,110	21,110	1,759	10,555	50.00%	4,530	133.00%
6200	Code Enforcement Total	637,030	637,030	45,850	284,115	44.60%	234,188	21.32%
101	GENERAL FUND TOTAL	\$ 13,938,260	\$ 13,986,370	\$ 838,165	\$ 6,840,471	48.91%	\$ 6,712,397	1.91%
102	General Fund (Transactions & Use Tax)							
2100	Law Enforcement							
608160	O.C.S.D. Contract	3,848,700	3,848,700	320,725	1,924,350	50.00%	1,789,044	7.56%
2100	Law Enforcement Total	3,848,700	3,848,700	320,725	1,924,350	50.00%	1,789,044	7.56%
2200	Fire Protection							
608185	O.C.F.A. Contract	1,800,000	1,800,000	-	906,437	50.36%	711,489	27.40%
2200	Fire Protection Total	1,800,000	1,800,000	-	906,437	50.36%	711,489	27.40%
102	TRANSACTIONS AND USE TAX TOTAL	\$ 5,648,700	\$ 5,648,700	\$ 320,725	\$ 2,830,787	50.11%	\$ 2,500,533	13.21%
	TOTAL PUBLIC SAFETY	\$ 19,586,960	\$ 19,635,070	\$ 1,158,890	\$ 9,671,258	49.26%	\$ 9,212,930	4.97%

* = Actual data is reported through December.

Public Works-Rangel
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23						FY 2021/22 Actual*	% Change From Prior Year
		FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Activity During December	Year to Date Actual *	% of Budget			
101	General Fund								
3000	Public Works Administration								
501110	Salaries-Regular	\$ 362,485	\$ 362,485	\$ 26,112	\$ 160,814	44.36%	\$ 124,011	29.68%	
501120	Salaries-Part Time	20,430	20,430	751	6,959	34.06%	7,468	-6.82%	
502100	Retirement Charges	82,100	82,100	6,682	39,635	48.28%	29,981	32.20%	
502105	Workers Comp Insurance	5,455	5,455	494	3,033	55.60%	2,603	16.52%	
502110	Health/Life Insurance	30,250	30,250	4,308	19,977	66.04%	13,321	49.97%	
502111	Medical In-Lieu Pay	6,000	6,000	-	875	14.58%	2,300	-61.96%	
502115	Unemployment Insurance	645	645	17	321	49.77%	224	43.30%	
502120	Medicare/FICA	5,260	5,260	378	2,395	45.53%	1,906	25.66%	
502130	Other Benefit Charges	2,945	2,945	230	1,417	48.12%	1,095	29.41%	
602110	Office Expense	2,000	2,000	1	252	12.60%	-	100.00%	
602115	Postage	100	100	-	121	121.00%	1	12000.00%	
602120	Books/Periodicals	200	200	-	-	0.00%	-	**	
607100	Membership/Dues	750	750	-	-	0.00%	-	**	
607110	Travel/Conference/Meetings	1,300	1,300	90	656	50.46%	-	100.00%	
607115	Training	1,000	1,000	-	-	0.00%	-	**	
608130	Temporary Staffing	-	-	-	-	**	16,480	-100.00%	
612105	Vehicle Replacement Charge	5,555	5,555	463	2,778	50.01%	-	100.00%	
612115	Liability Insurance Charge	34,375	34,375	-	30,818	89.65%	32,671	-5.67%	
3000	Public Works Administration Total	560,850	560,850	39,526	270,051	48.15%	232,061	16.37%	
3100	Engineering								
501110	Salaries-Regular	58,380	58,380	5,048	29,261	50.12%	14,209	105.93%	
501115	Salaries-Overtime	300	10,300	3,182	9,486	92.10%	-	100.00%	
502100	Retirement	13,730	13,730	1,264	7,461	54.34%	2,728	173.50%	
502105	Workers Comp Insurance	885	885	93	554	62.60%	281	97.15%	

* = Actual data is reported through December.

Public Works-Rangel
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
3100	Engineering, Continued							
502110	Health/Life Insurance	8,240	8,240	841	3,642	44.20%	1,132	221.73%
502111	Medical In-Lieu Pay	-	-	11	101	**	-	100.00%
502115	Unemployment Insurance	105	105	-	-	0.00%	57	-100.00%
502120	Medicare/FICA	835	835	119	562	67.31%	202	178.22%
502130	Other Benefit Charges	535	535	44	265	49.53%	125	112.00%
602110	Office Expense	-	-	-	-	**	76	-100.00%
602115	Postage	-	-	-	-	**	13	-100.00%
602120	Books/Periodicals	-	-	-	159	**	-	100.00%
602130	Clothing	-	-	-	54	**	-	100.00%
602140	Materials & Supplies	2,500	2,500	-	-	0.00%	585	-100.00%
607100	Membership/Dues	950	950	-	-	0.00%	900	-100.00%
607110	Travel/Conference/Meetings	-	-	-	-	**	21	-100.00%
608110	Engineering Services	129,240	133,125	4,520	52,581	39.50%	15,987	228.90%
608120	Plan Checking Services	33,300	33,300	-	-	0.00%	766	-100.00%
608135	Microfilming	3,000	3,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	6,665	6,665	555	3,333	50.01%	340	880.29%
3100	Engineering Total	258,665	272,550	15,677	107,459	39.43%	37,422	187.15%
3200	Public Facilities							
501110	Salaries-Regular	23,510	23,510	5,429	36,177	153.88%	29,352	23.25%
501115	Salaries-Overtime	2,000	2,000	93	715	35.75%	441	62.13%
502100	Retirement	5,310	5,310	1,342	8,966	168.85%	6,849	30.91%
502105	Workers Comp Insurance	345	345	100	669	193.91%	581	15.15%
502110	Health/Life Insurance	4,790	4,790	885	4,485	93.63%	3,772	18.90%
502115	Unemployment Insurance	80	80	-	-	0.00%	34	-100.00%
502120	Medicare/FICA	330	330	80	534	161.82%	432	23.61%

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Public Works-Rangel
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
3200	Public Facilities, Continued							
502130	Other Benefit Charges	220	220	48	320	145.45%	258	24.03%
602100	Special Dept Expense	7,885	7,885	224	1,113	14.12%	364	205.77%
602110	Office Expense	1,100	1,100	-	138	12.55%	-	100.00%
602130	Clothing	5,625	5,625	(58)	1,881	33.44%	1,833	2.62%
602135	Safety Equipment	500	500	116	129	25.80%	-	100.00%
602140	Materials & Supplies	8,000	8,000	547	2,727	34.09%	1,654	64.87%
603105	Equipment Maintenance	-	18,870	-	18,868	99.99%	-	100.00%
603110	Building Maintenance	129,740	126,945	7,619	44,025	34.68%	32,071	37.27%
604100	Communications	40,000	40,000	1,409	2,857	7.14%	2,817	1.42%
604105	Utilities	170,000	170,000	8,512	89,172	52.45%	74,304	20.01%
608100	Contractual Services	165,800	162,600	38,152	69,873	42.97%	33,984	105.61%
611110	O.C. Sanitation District User Fee	14,700	14,700	-	13,801	93.88%	13,985	-1.32%
612105	Vehicle Replacement Charge	36,105	36,105	3,009	18,053	50.00%	1,830	886.50%
701105	Equipment-General	200,000	169,060	-	119,057	70.42%	-	100.00%
704100	Equipment-General	-	14,865	-	14,862	99.98%	-	100.00%
3200	Public Facilities Total	816,040	812,840	67,507	448,422	55.17%	204,561	119.21%
3300	Crossing Guard							
608175	Crossing Guard Services	45,165	45,165	-	13,447	29.77%	13,582	-0.99%
3300	Crossing Guard Total	45,165	45,165	-	13,447	29.77%	13,582	-0.99%
3400	Parks Maintenance							
501110	Salaries-Regular	85,165	85,165	6,053	36,452	42.80%	34,570	5.44%
501115	Salaries-Overtime	3,000	3,000	69	1,027	34.23%	1,763	-41.75%
502100	Retirement	18,700	18,700	1,490	9,024	48.26%	8,033	12.34%
502105	Workers Comp Insurance	1,220	1,220	111	676	55.41%	684	-1.17%
502110	Health/Life Insurance	11,055	11,055	1,036	5,401	48.86%	5,620	-3.90%

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Public Works-Rangel
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
3400	Parks Maintenance, Continued							
502111	Medical In-Lieu Pay	840	840	70	385	45.83%	402	-4.23%
502115	Unemployment Insurance	220	220	-	-	0.00%	30	-100.00%
502120	Medicare/Fica	1,160	1,160	90	549	47.33%	533	3.00%
502130	Other Benefit Charges	760	760	53	323	42.50%	304	6.25%
602100	Special Dept Expense	7,000	7,000	1,879	2,525	36.07%	595	324.37%
603105	Equipment Maintenance	17,000	17,000	3,306	5,201	30.59%	8,180	-36.42%
604105	Utilities	180,000	180,000	16,324	80,034	44.46%	80,424	-0.48%
605100	Land Lease	5,000	5,000	-	2,661	53.22%	3,259	-18.35%
608100	Contractual Services	126,100	126,100	10,290	32,274	25.59%	39,315	-17.91%
612105	Vehicle Replacement Charge	8,890	8,890	741	4,445	50.00%	2,228	99.51%
3400	Parks Maintenance Total	466,110	466,110	41,512	180,977	38.83%	185,940	-2.67%
3500	Street Maintenance							
501110	Salaries-Regular	114,550	114,550	4,306	34,162	29.82%	43,248	-21.01%
501115	Salaries-Overtime	6,000	6,000	-	1,285	21.42%	2,479	-48.16%
502100	Retirement	26,235	26,235	1,057	8,478	32.32%	9,964	-14.91%
502105	Workers Comp Insurance	1,705	1,705	79	637	37.36%	856	-25.58%
502110	Health/Life Insurance	14,455	14,455	621	5,032	34.81%	7,083	-28.96%
502111	Medical In-Lieu Pay	2,310	2,310	193	1,059	45.84%	1,107	-4.34%
502115	Unemployment Insurance	330	330	-	-	0.00%	54	-100.00%
502120	Medicare/FICA	1,650	1,650	65	529	32.06%	679	-22.09%
502130	Other Benefit Charges	1,070	1,070	38	304	28.41%	381	-20.21%
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	-	**
602125	Small Tools	4,000	4,000	-	60	1.50%	-	100.00%
602140	Materials & Supplies	65,000	65,000	4,201	14,324	22.04%	9,836	45.63%
603105	Equipment Maintenance	2,000	2,000	-	137	6.85%	999	-86.29%

* = Actual data is reported through December.

Public Works-Rangel
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
3500	Street Maintenance, Continued							
608100	Contractual Services	195,000	195,000	17,898	86,298	44.26%	69,386	24.37%
612105	Vehicle Replacement Charge	10,830	10,830	903	5,415	50.00%	9,115	-40.59%
710190	Pavement Maintenance	60,000	60,000	-	-	0.00%	-	**
3500	Street Maintenance Total	508,135	508,135	29,361	157,720	31.04%	155,187	1.63%
3600	Storm Drain Maintenance							
603100	Emergency Maintenance Services	10,000	10,000	-	-	0.00%	-	**
608100	Contractual Services	-	500	-	-	0.00%	-	**
608155	Storm Water Monitor Program	119,860	119,860	6,294	17,134	14.30%	46,781	-63.37%
3600	Storm Drain Maintenance Total	129,860	130,360	6,294	17,134	13.14%	46,781	-63.37%
6300	Graffiti Abatement							
501110	Salaries-Regular	41,815	41,815	1,525	13,330	31.88%	2,989	345.97%
501115	Salaries-Overtime	8,000	8,000	689	4,220	52.75%	769	448.76%
502100	Retirement Charges	9,410	9,410	377	3,406	36.20%	679	401.62%
502105	Workers Comp Insurance	615	615	28	258	41.95%	59	337.29%
502110	Health/Life Insurance	8,145	8,145	170	2,688	33.00%	742	262.26%
502115	Unemployment Insurance	135	135	-	-	0.00%	7	-100.00%
502120	Medicare/FICA	585	585	32	254	43.42%	54	370.37%
502130	Other Benefit Charges	390	390	13	123	31.54%	26	373.08%
602140	Materials & Supplies	25,000	25,000	3,354	8,788	35.15%	5,665	55.13%
603105	Equipment Maintenance	6,000	6,000	-	-	0.00%	247	-100.00%
612105	Vehicle Replacement Charge	10,275	10,275	856	5,138	50.00%	6,900	-25.54%
6300	Graffiti Abatement Total	110,370	110,370	7,044	38,205	34.62%	18,137	110.65%
TOTAL PUBLIC WORKS		\$ 2,895,195	\$ 2,906,380	\$ 206,921	\$ 1,233,415	42.44%	\$ 893,671	38.02%

* = Actual data is reported through December.

Community Development-Tinio
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
101	General Fund							
4000	Community Development Administration							
501110	Salaries-Regular	\$ 189,955	\$ 189,955	\$ 19,505	\$ 88,463	46.57%	\$ 76,564	15.54%
501115	Salaries-Overtime	-	-	-	12	**	176	-93.18%
502100	Retirement Charges	43,370	43,370	4,193	21,700	50.03%	18,152	19.55%
502105	Workers Comp Insurance	2,845	2,845	359	1,628	57.22%	1,516	7.39%
502110	Health/Life Insurance	8,680	8,680	74	4,472	51.52%	6,284	-28.84%
502111	Medical In-Lieu Pay	-	-	4	4	**	-	100.00%
502115	Unemployment Insurance	225	225	-	-	0.00%	-	**
502120	Medicare/FICA	2,675	2,675	280	1,255	46.92%	1,093	14.82%
502130	Other Benefit Charges	1,260	1,260	172	778	61.75%	674	15.43%
602110	Office Expense	1,000	1,000	-	515	51.50%	728	-29.26%
602120	Books/Periodicals	1,200	1,200	-	-	0.00%	178	-100.00%
607100	Membership/Dues	1,600	1,600	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	-	-	-	-	**	22	-100.00%
607115	Training	1,200	1,200	-	-	0.00%	289	-100.00%
612105	Vehicle Replacement Charge	965	965	80	483	50.05%	-	100.00%
612115	Liability Insurance Charge	53,940	53,940	-	48,358	89.65%	45,281	6.80%
702100	Office Furniture	-	-	-	217	**	-	100.00%
4000	Community Development Administration Total	308,915	308,915	24,667	167,885	54.35%	150,957	11.21%
4100	Planning							
501110	Salaries-Regular	302,790	289,170	16,860	83,883	29.01%	101,206	-17.12%
501115	Salaries-Overtime	1,200	1,200	-	160	13.33%	637	-74.88%
501125	Salaries-Appointed	9,000	9,000	692	3,946	43.84%	4,500	-12.31%
502100	Retirement	72,645	69,380	4,168	20,748	29.90%	23,318	-11.02%
502105	Workers Comp Insurance	4,630	4,630	310	1,545	33.37%	2,004	-22.90%
502110	Health/Life Insurance	61,270	58,515	2,364	11,174	19.10%	12,240	-8.71%

* = Actual data is reported through December.

Community Development-Tinio
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
502111	Medical In-Lieu Pay	-	-	-	450	**	-	100.00%
502115	Unemployment Insurance	770	770	-	137	17.79%	6	2183.33%
4100	Planning, Continued							
502120	Medicare/FICA	4,475	4,275	255	1,271	29.73%	1,539	-17.41%
502130	Other Benefit Charges	3,510	3,350	148	739	22.06%	891	-17.06%
602110	Office Expense	-	-	-	31	**	49	-36.73%
602115	Postage	750	750	30	(151)	-20.13%	176	-185.80%
602140	Materials & Supplies	1,000	1,000	43	115	11.50%	-	100.00%
607100	Membership/Dues	2,500	2,500	-	-	0.00%	721	-100.00%
607110	Travel/Conference/Meetings	8,200	8,200	68	1,028	12.54%	114	88.91%
607115	Training	3,050	3,050	-	-	0.00%	-	**
608100	Contractual Services	4,000	4,000	-	-	0.00%	1,706	-100.00%
608105	Professional Services	25,000	127,915	8,063	19,653	15.36%	105,564	-81.38%
608135	Microfilming	5,000	5,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	1,870	1,870	156	935	50.00%	305	206.56%
4100	Planning Total	511,660	594,575	33,157	145,664	24.50%	254,976	-42.87%
4200	Building Regulation							
501110	Salaries-Regular	260,695	139,830	-	12,958	9.27%	22,145	-41.49%
502100	Retirement	62,630	33,170	-	3,008	9.07%	5,175	-41.87%
502105	Workers Comp Insurance	3,970	2,120	-	238	11.23%	438	-45.66%
502110	Health/Life Insurance	48,910	29,280	-	1,852	6.33%	4,062	-54.41%
502111	Medical In-Lieu Pay	-	-	-	66	**	183	-63.93%
502115	Unemployment Insurance	485	325	-	-	0.00%	104	-100.00%
502120	Medicare/FICA	3,730	1,995	-	189	9.47%	324	-41.67%
502130	Other Benefit Charges	2,310	1,270	-	114	8.98%	195	-41.54%
602110	Office Expense	500	500	8	8	1.60%	45	-82.22%
602115	Postage	700	700	-	72	10.29%	6	1100.00%

* = Actual data is reported through December.

Community Development-Tinio
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
4200	Building Regulation, Continued							
602120	Books/Periodicals	1,000	1,000	-	-	0.00%	-	**
607100	Membership/Dues	1,200	1,200	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	500	500	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	-	0.00%	-	**
608115	Inspection Services	50,000	224,740	-	-	0.00%	179,638	-100.00%
608120	Plan Checking Services	70,000	70,000	-	-	0.00%	-	**
608135	Microfilming	4,000	4,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	2,250	2,250	-	93	4.13%	135	-31.11%
612105	Vehicle Replacement Charge	11,110	11,110	926	5,555	50.00%	-	100.00%
4200	Building Regulation Total	524,990	524,990	934	24,153	4.60%	212,450	-88.63%
4400	Business Relations							
607100	Membership/Dues	2,000	2,000	-	570	28.50%	570	0.00%
607110	Travel/Conference/Meetings	-	-	-	137	**	-	100.00%
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	2,250	2,250	-	-	0.00%	-	**
608145	Information Technology	18,750	18,750	-	-	0.00%	-	**
609100	Special Events	12,300	12,300	-	-	0.00%	-	**
4400	Business Relations	37,800	37,800	-	707	1.87%	570	24.04%
TOTAL COMMUNITY DEVELOPMENT		\$ 1,383,365	\$ 1,466,280	\$ 58,758	\$ 338,409	23.08%	\$ 618,953	-45.33%

* = Actual data is reported through December.

Community Service - Bobadilla
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
101	General Fund							
5000	Public Information Office							
501110	Salaries-Regular	\$ 93,255	\$ 86,465	\$ 5,879	\$ 35,272	40.79%	\$ 36,294	-2.82%
502100	Retirement Charges	22,025	20,400	1,453	8,719	42.74%	8,482	2.79%
502105	Workers Comp Insurance	1,400	1,400	108	649	46.36%	719	-9.74%
502110	Health/Life Insurance	22,065	20,440	274	1,453	7.11%	5,409	-73.14%
502111	Medical In-Lieu Pay	-	-	350	1,925	**	-	100.00%
502115	Unemployment Insurance	200	200	-	116	58.00%	-	100.00%
502120	Medicare/FICA	1,320	1,225	90	539	44.00%	526	2.47%
502130	Other Benefit Charges	860	780	52	310	39.74%	319	-2.82%
602113	Social Media	2,750	2,750	172	1,743	63.38%	645	170.23%
607100	Membership/Dues	-	-	-	-	**	252	-100.00%
5000	Public Information Office	143,875	133,660	8,378	50,726	37.95%	52,646	-3.65%
5100	Community Services Administration							
501110	Salaries-Regular	323,640	323,640	22,937	130,925	40.45%	122,878	6.55%
501120	Salaries-Part Time	-	-	389	1,980	**	1,882	5.21%
502100	Retirement	78,065	78,065	6,291	35,815	45.88%	32,111	11.53%
502105	Workers Comp Insurance	4,510	4,510	429	2,477	54.92%	2,470	0.28%
502110	Health/Life Insurance	26,980	26,980	2,506	12,290	45.55%	12,680	-3.08%
502111	Medical In-Lieu Pay	6,000	6,000	500	2,563	42.72%	3,125	-17.98%
502115	Unemployment Insurance	445	445	-	-	0.00%	2	-100.00%
502120	Medicare/FICA	4,420	4,420	333	1,883	42.60%	1,769	6.44%
502130	Other Benefit Charges	2,430	2,430	202	1,154	47.49%	1,082	6.65%
602100	Special Dept Expense	9,700	12,900	799	4,927	38.19%	71,237	-93.08%
602110	Office Expense	3,185	3,185	867	1,954	61.35%	1,544	26.55%
602115	Postage	400	400	275	489	122.25%	360	35.83%
603110	Building Maintenance	10,485	15,485	450	2,250	14.53%	1,125	100.00%

* = Actual data is reported through December.

Community Service - Bobadilla
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
5100	Community Services Administration, Continued							
607100	Membership/Dues	550	550	-	55	10.00%	892	-93.83%
607115	Training	6,150	6,150	-	4,409	71.69%	295	1394.58%
609100	Special Events	17,900	20,900	6,010	13,680	65.45%	9,939	37.64%
612105	Vehicle Replacement Charge	12,945	12,945	1,079	6,473	50.00%	3,923	65.00%
612115	Liability Insurance Charge	75,215	75,215	-	67,432	89.65%	50,693	33.02%
5100	Community Services Administration Total	583,020	594,220	43,067	290,756	48.93%	318,007	-8.57%
5200	Community Center Operations							
501110	Salaries-Regular	36,385	36,385	913	11,879	32.65%	12,467	-4.72%
501115	Salaries-Overtime	-	-	-	-	**	164	-100.00%
501120	Salaries-Part Time	115,220	115,220	2,618	21,399	18.57%	13,055	63.91%
502100	Retirement	17,560	17,560	454	4,483	25.53%	3,289	36.30%
502105	Workers Comp Insurance	2,200	2,200	65	612	27.82%	505	21.19%
502110	Health/Life Insurance	4,785	4,785	436	1,981	41.40%	1,897	4.43%
502111	Medical In-Lieu Pay	2,700	2,700	209	1,288	47.70%	1,375	-6.33%
502115	Unemployment Insurance	805	805	-	-	0.00%	4	-100.00%
502120	Medicare/FICA	2,130	2,130	54	501	23.52%	392	27.81%
502130	Other Benefit Charges	1,925	1,925	9	115	5.97%	116	-0.86%
602100	Special Dept Expense	4,000	4,000	455	2,356	58.90%	2,081	13.21%
602110	Office Expense	1,000	1,000	88	341	34.10%	451	-24.39%
603110	Building Maintenance	6,695	6,695	125	929	13.88%	2,447	-62.04%
612105	Vehicle Replacement Charge	395	395	33	198	50.13%	198	0.00%
702100	Furniture-Office	6,500	6,500	-	-	0.00%	-	**
5200	Community Center Operations	202,300	202,300	5,459	46,082	22.78%	38,441	19.88%
5300	Park Operations							
501110	Salaries-Regular	77,735	77,735	5,757	34,473	44.35%	32,253	6.88%
501115	Salaries-Overtime	-	-	-	1,089	**	1,691	-35.60%

* = Actual data is reported through December.

Community Service - Bobadilla
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
5300	Park Operations, Continued							
501120	Salaries-Part Time	116,440	116,440	13,335	71,291	61.23%	49,113	45.16%
502100	Retirement	17,635	17,635	1,423	8,530	48.37%	7,537	13.18%
502105	Workers Comp Insurance	2,840	2,840	351	1,946	68.52%	1,611	20.79%
502110	Health/Life Insurance	9,575	9,575	876	4,604	48.08%	4,424	4.07%
502111	Medical In-Lieu Pay	1,200	1,200	279	1,129	94.08%	650	73.69%
502115	Unemployment Insurance	1,125	1,125	30	246	21.87%	631	-61.01%
502120	Medicare/FICA	2,720	2,720	281	1,565	57.54%	1,213	29.02%
502130	Other Benefit Charges	2,655	2,655	57	339	12.77%	308	10.06%
602100	Special Dept Expense	4,000	4,000	-	129	3.23%	992	-87.00%
602110	Office Expense	3,000	3,000	-	177	5.90%	85	108.24%
5300	Park Operations	238,925	238,925	22,389	125,518	52.53%	100,508	24.88%
5400	Senior Citizens Programs							
501110	Salaries-Regular	18,195	18,195	456	7,105	39.05%	8,621	-17.58%
501115	Salaries-Overtime	-	-	-	-	**	74	-100.00%
501120	Salaries-Part Time	38,645	38,645	4,610	17,508	45.30%	11,813	48.21%
502100	Retirement	4,225	4,225	113	1,756	41.56%	2,015	-12.85%
502105	Workers Comp Insurance	830	830	93	453	54.58%	405	11.85%
502110	Health/Life Insurance	2,395	2,395	218	1,145	47.81%	1,261	-9.20%
502111	Medical In-Lieu Pay	-	-	116	638	**	600	6.33%
502115	Unemployment Insurance	320	320	-	-	0.00%	-	**
502120	Medicare/FICA	780	780	75	366	46.92%	306	19.61%
502130	Other Benefit Charges	770	770	6	71	9.22%	82	-13.41%
609200	Senior Citizen Program	1,200	1,200	-	438	36.50%	643	-31.88%
5400	Senior Citizens Programs	67,360	67,360	5,687	29,480	43.76%	25,820	14.18%

* = Actual data is reported through December.

Community Service - Bobadilla
December 2022 General Fund Expenditures (50% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
5500	Recreation Programs							
602115	Postage	9,510	9,510	3,271	6,758	71.06%	6,216	8.72%
602150	Recreation Brochure Mailing	28,000	28,000	3,175	12,641	45.15%	10,671	18.46%
608150	Contractual Recreation Program	16,800	16,800	7,960	16,958	100.94%	8,259	105.33%
5500	Recreation Programs	54,310	54,310	14,406	36,357	66.94%	25,146	44.58%
TOTAL COMMUNITY SERVICES		\$ 1,289,790	\$ 1,290,775	\$ 99,386	\$ 578,919	44.85%	\$ 560,568	3.27%

* = Actual data is reported through December.

**Transfers to Other Funds-Bannigan
December 2022 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
101	General Fund							
1600	Non-Departmental							
800250	Transfer to FACT Grant	\$ 46,470	\$ 46,470	\$ 11,218	\$ 31,825	68.49%	\$ 7,125	346.67%
800251	Transfer to Senior Transportation Fund	11,045	11,045	376	4,030	36.49%	3,673	9.72%
800280	Transfer to SCP Maintenance Fund	59,200	59,200	4,933	29,600	50.00%	20,570	43.90%
800305	Transfer to Capital Projects Fund	180,000	209,000	-	-	0.00%	-	**
	TOTAL TRANSFERS OUT	\$ 296,715	\$ 325,715	\$ 16,527	\$ 65,455	20.10%	\$ 31,368	108.67%

* = Actual data is reported through December.

General Fund - Fund Balance Status

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<u>Reserves as of June 30, 2022 (per City Reserve Policy):</u>			
Capital Improvement (A)	\$ 5,000,000		\$ 5,000,000
Economic Uncertainty (B)	5,700,000		5,700,000
Emergency Disaster Continuity (C)	2,900,000		2,900,000
Equipment and Maintenance (A)	150,000		150,000
Technology Equipment (A)	150,000		150,000
Subtotal	13,900,000	-	13,900,000
<u>Other Fund Balance Commitments:</u>			
Developer Contributions from Public Benefit Fees	1,377,796		1,377,796
Developer Contributions from Beautification Fees	190,000		190,000
Developer Contributions from Neighborhood Preservation Fees	88,500		88,500
Subtotal	1,656,296	-	1,656,296
Available Fund Balance (unreserved)	9,928,927	389,599	10,318,526
Total Discretionary Fund Balance as of June 30, 2022	25,485,223	389,599	25,874,822
Estimated increase (decrease) of fund balance during Fiscal Year 2022-23	75,310		75,310
Total Projected Discretionary Fund Balance as of June 30, 2023	\$ 25,560,533	\$ 389,599	\$ 25,950,132

Notes:

(A) - Flat amounts per Reserve Policy adopted on June 14, 2022 (City Resolution No. 2022-34).

(B) - Amount is equal to 20% of Fiscal Year 2022/23 operating expenditures budgeted in General Fund per Reserve Policy adopted on June 14, 2022 (City Resolution No. 2022-34).

(C) - Amount is equal to 10% of Fiscal Year 2022/23 operating expenditures budgeted in General Fund per Reserve Policy adopted on June 14, 2022 (City Resolution No. 2022-34).

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HOUSING AUTHORITY FUND (#285)
December 2022 Revenues and Expenditures (50% of year)

Account No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual *	% Change From Prior Year	
				Activity During December	Year to Date Actual *	% of Budget			
REVENUES									
435100	Interest	\$ 25,000	\$ 25,000	\$ 55,968.000	\$ 106,944	427.78%	\$ 15,616	584.84%	
435110	Unrealized Gains/Losses	-	-	(5,115)	27,742	**	(34,862)	-179.58%	
436140	Tina Way/Pacific Ave. Property Rent	560,000	560,000	58,091	340,446	60.79%	141,797	140.09%	
437135	Expense Reimbursement	1,000	1,000	-	-	0.00%	-	**	
437145	Sale Of Assets	-	-	-	-	**	606,902	-100.00%	
TOTAL REVENUES		\$ 586,000	\$ 586,000	\$ 108,944	\$ 475,132	81.08%	\$ 729,453	-34.86%	
ESTIMATED EXPENDITURES AND OTHER USES									
Salaries and Benefits									
501110	Salaries-Regular	145,820	145,820	11,307	64,674	44.35%	60,195	7.44%	
501115	Salaries-Overtime	-	-	-	28	**	263	-89.35%	
501120	Salaries-Part-Time	2,575	2,575	129	811	31.50%	1,074	-24.49%	
502100	Retirement	35,325	35,325	2,945	17,336	49.08%	15,571	11.34%	
502105	Workers' Compensation	2,205	2,205	210	1,205	54.65%	1,213	-0.66%	
502110	Health/Life Insurance	15,290	15,290	1,213	6,424	42.01%	6,310	1.81%	
502111	Medical in Lieu	450	450	29	188	41.78%	360	-47.78%	
502115	Unemployment Insurance	195	195	7	59	30.26%	-	100.00%	
502120	Medicare/FICA	2,035	2,035	154	876	43.05%	836	4.78%	
502130	Other Benefits	1,055	1,055	100	570	54.03%	530	7.55%	
Total-Salaries and Benefits		204,950	204,950	16,094	92,171	44.97%	86,352	6.74%	
Maintenance and Operations									
602110	Office Expense	1,000	1,000	-	-	0.00%	125	-100.00%	
602115	Postage	500	500	-	51	10.20%	14	264.29%	
602130	Clothing	-	2,940	-	-	0.00%	-	**	
602140	Materials and Supplies	5,000	2,060	71	873	42.38%	546	59.89%	
602145	Gas/Oil/Lube	-	-	-	-	**	20	-100.00%	
603120	Minor Repairs	15,000	15,000	-	-	0.00%	-	**	
604105	Utilities	50,000	50,000	6,562	24,460	48.92%	25,553	-4.28%	

Maintenance and Operations , Continued

HOUSING AUTHORITY FUND (#285)
December 2022 Revenues and Expenditures (50% of year)

Account No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual *	% Change From Prior Year
				Activity During December	Year to Date Actual *			
607100	Membership Dues	4,800	4,800	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	-	**
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	24,000	24,000	1,355	8,889	37.04%	312,202	-97.15%
608105	Professional Services	530,500	530,500	68,117	137,454	25.91%	91,843	49.66%
610130	Tina Pacific Operating Expense (QMG)	-	-	97,142	162,107	**	-	100.00%
610131	Bad Debt Expense (QMG)	-	-	13,570	32,070	**	-	100.00%
610135	Relocation Assistance	40,000	40,000	335	13,044	32.61%	17,388	-24.98%
610230	Navigation Center (North SPA)	50,000	50,000	-	-	0.00%	-	**
611110	O.C. Sanitation User Fee	21,500	21,500	-	19,484	90.62%	20,837	-6.49%
612135	Building Maintenance	75,000	75,000	-	-	0.00%	-	**
Total-Maintenance and Operations		820,800	820,800	187,152	398,432	48.54%	468,528	-14.96%
Allocated Charges								
612105	Vehicle Replacement Charge	5,805	5,805	484	2,903	50.01%	5,038	-42.38%
612115	Liability Insurance Charge	7,295	7,295	-	6,540	89.65%	13,841	-52.75%
612140	Information Technology Charge	18,215	18,215	1,518	9,107	50.00%	12,038	-24.35%
614205	Admin Overhead	21,580	21,580	2,372	12,857	59.58%	9,565	34.42%
Total-Allocated Charges		52,895	52,895	4,374	31,407	59.38%	40,482	-22.42%
Capital Outlay								
760100	Demolition/Condemnation	200,000	293,800	-	93,800	31.93%	-	100.00%
790100	Land Acquisition	-	2,500,000	-	2,500,000	100.00%	-	100.00%
Total-Capital Outlay		200,000	2,793,800	-	2,593,800	92.84%	-	100.00%
Transfers to Other Funds								
800101	Transfer to General Fund	-	-	-	-	**	890,000	-100.00%
Total-Transfers to Other Funds		-	-	-	-	**	890,000	-100.00%
TOTAL EXPENDITURES		\$ 1,278,645	\$ 3,872,445	\$ 207,620	\$ 3,115,810	80.46%	\$ 1,485,362	109.77%
REVENUES OVER (UNDER) EXPENDITURES		\$ (692,645)	\$ (3,286,445)	\$ (98,676)	\$ (2,640,678)		\$ (755,909)	

* = Actual data is reported through December.

Housing Authority Fund (Fund 285) - Fund Balance Status

Available Fund Balance as of June 30, 2022	\$ 12,414,239
Estimated increase (decrease) of fund balance during Fiscal Year 2022-23	<u>(3,286,445)</u>
Projected Available Fund Balance as of June 30, 2023	<u><u>\$ 9,127,794</u></u>

CITY OF STANTON
FY 2022/23
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2022 THROUGH DECEMBER 31, 2022

Task Code	Description	Adopted Budget 2022/23	FY 2021/22 Budget Carryover	Other Budget Adjustments	Amended Budget 2022/23	YTD Actual 2022/23	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Street Projects									
2022-101	Citywide Street Rehabilitation (FY 2021/22)	\$ -	\$ 1,846,245	\$ 81,330	\$ 1,927,575	\$ 1,885,817	\$ 40,769	99.9%	\$ 989
2022-102	Citywide Street Sign Replacement	-	149,490	-	149,490	-	-	0.0%	149,490
2023-101	Citywide Street Rehabilitation (FY 2022/23)	2,090,000	109,050	(81,330)	2,117,720	50,278	59,030	5.2%	2,008,412
2023-102	Greening Stanton	180,000	-	-	180,000	-	-	0.0%	180,000
2023-103	Catch Basin Connector Pipe Screen Installations (FY 2022/23)	70,000	-	-	70,000	66	-	0.1%	69,934
2023-104	Pavement Management Plan Update	-	-	26,196	26,196	810	25,386	100.0%	-
Total Street Projects		\$ 2,340,000	\$ 2,104,785	\$ 26,196	\$ 4,470,981	\$ 1,936,971	\$ 125,185	46.1%	\$ 2,408,825
Parks Projects									
2021-201	Park Master Plan	\$ -	\$ 174,620	\$ -	\$ 174,620	\$ 76,210	\$ 87,374	93.7%	\$ 11,036
2021-205	Dog Park	-	154,555	-	154,555	56,247	78,395	87.1%	19,913
2022-201	Family Resource Center Improvements (Phase 1)	182,600	391,140	-	573,740	9,111	20,370	5.1%	544,259
2022-203	Orangewood Parkette	850,000	78,885	-	928,885	12,005	47,226	6.4%	869,654
2022-204	Norm Ross Sports Park	-	7,691,060	-	7,691,060	31,812	609,600	8.3%	7,049,648
2022-205	Replace Shade Structure at Stanton Central Park	-	60,000	-	60,000	1,642	-	2.7%	58,358
2022-206	Premier Park Renovation	500,000	150,000	200,000	850,000	19,141	69,901	10.5%	760,958
2022-820	Stanton Park Adult Fitness Equipment	84,090	3,885	-	87,975	1,515	2,370	4.4%	84,090
2022-833	Stanton Park Refresh	-	-	410,000	410,000	-	-	0.0%	410,000
Total Parks Projects		\$ 1,616,690	\$ 8,704,145	\$ 610,000	\$ 10,930,835	\$ 207,683	\$ 915,236	10.3%	\$ 9,807,916
Sewer									
2022-301	Sewer Master Plan Update	\$ -	\$ 531,225	\$ -	\$ 531,225	\$ 112,154	\$ 368,999	90.6%	\$ 50,072
2023-301	Annual Sewer Rehabilitation (FY 2022/23)	550,000	-	-	550,000	-	-	0.0%	550,000
Total Sewer		\$ 550,000	\$ 531,225	\$ -	\$ 1,081,225	\$ 112,154	\$ 368,999	44.5%	\$ 600,072
Facilities									
2022-839	ADA Transition Plan	\$ -	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ 109,300	99.4%	\$ 700
Total Facilities		\$ -	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ 109,300	99.4%	\$ 700
GRAND TOTAL		\$ 4,506,690	\$ 11,340,155	\$ 746,196	\$ 16,593,041	\$ 2,256,808	\$ 1,518,720	22.8%	\$ 12,817,513

CITY OF STANTON
FY 2022/23
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2022 THROUGH DECEMBER 31, 2022

Task Code	Description	Adopted Budget 2022/23	FY 2021/22 Budget Carryover	Other Budget Adjustments	Amended Budget 2022/23	YTD Actual 2022/23	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Funding Source									
101	General Fund	\$ 180,000	\$ 32,885	\$ -	\$ 212,885	\$ 1,515	\$ 31,370	15.4%	\$ 180,000
211	Gas Tax Fund	27,763	276,920	46,196	350,879	6,498	56,455	17.9%	287,926
215	RMRA Fund	1,011,998	1,109,895	-	2,121,893	1,109,895	-	52.3%	1,011,998
220	Measure M Turnback Fund	1,064,239	656,040	-	1,720,279	787,648	59,030	49.2%	873,601
222	CDBG Grant Fund	-	350,000	-	350,000	-	-	0.0%	350,000
227	Other Grants Fund	1,107,976	7,691,060	-	8,799,036	31,812	609,600	7.3%	8,157,624
257	ARPA Fund	-	174,620	700,000	874,620	76,210	177,374	29.0%	621,036
305	Capital Projects Fund (Reserves)	31,000	92,930	-	123,930	34,572	-	27.9%	89,358
310	Park In-Lieu Fund	533,714	424,580	-	958,294	96,504	215,892	32.6%	645,898
501	Sewer Maintenance Fund	405,000	531,225	-	936,225	112,154	368,999	51.4%	455,072
502	Sewer Capital Improvement Fund	145,000	-	-	145,000	-	-	0.0%	145,000
GRAND TOTAL		\$ 4,506,690	\$ 11,340,155	\$ 746,196	\$ 16,593,041	\$ 2,256,808	\$ 1,518,720	22.8%	\$ 12,817,513

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 14, 2023

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH CITYTECH SOLUTIONS/CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING PERMIT AND CODE ENFORCEMENT SOFTWARE TRACKING SYSTEM

REPORT IN BRIEF:

Staff recommends the City enter into a Professional Services Agreement with CityTech Solutions/Charles Abbott Associates, Inc. in an amount not to exceed \$40,500, plus a 2% increase per year, starting at year 2, for continued operation of the Building Permit and Code Enforcement Software Tracking System for a term of three (3) years, set to expire March 1, 2026 with a one (1) year option to renew.

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);
2. Approve Professional Services Agreement with CityTech Solutions, a division of Charles Abbott Associates, Inc.; and
3. Authorize the City Manager to execute the Professional Services Agreement between City of Stanton and CityTech Solutions to provide Building Permit and code Enforcement Software Tracking System services.

BACKGROUND:

On April 14, 2020, the City Council approved a Professional Services Agreement with CityTech/Charles Abbott Associates, Inc. for the installation and operation of a Building Permit and Code Enforcement Software Tracking System. The software system was implemented to improve efficiencies and provide a more streamlined permit process within the Community and Economic Development Department and track code

enforcement cases for the Public Safety Department. The system was launched in March 2020 and has been operating successfully, with the majority of building permits now submitted digitally. The system also supports enhanced customer service and user functionality as applicants now have the ability to submit plans and review the status of their permits online.

ANALYSIS/JUSTIFICATION:

Approval of the Professional Services Agreement would allow the Community and Economic Development and the Public Safety Department to continue to process, permit, plan check, track/schedule inspections and track code enforcement cases digitally and online.

FISCAL IMPACT:

The Fiscal Year 2022/23 Information Technology budget includes sufficient funds for permit and code tracking software to cover the software system costs of \$40,500. Staff will include the appropriate costs of this agreement annually in each subsequent proposed operating budget.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act Section 15378(b)(5), Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

LEGAL REVIEW:

The City Attorney's office has reviewed the Professional Services Agreement.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. 1: Provide a safe community.
Obj. 4: Ensure fiscal stability and efficiency in governance.
Obj. 6: Maintain and promote a responsive, high-quality, and transparent government.

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by: Maribeth Tinio, Acting Community and Economic Development Director

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

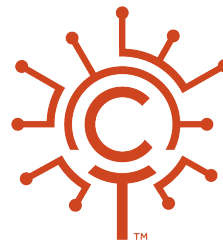
- A. CityTech Solutions Contract and Proposal
- B. Draft Agreement for Consultant Services

CITYTECH PERMITS AND CODE APP

Prepared for:

City of Stanton

Attn: Jennifer Lilley, Community and Economic Development Director
City of Stanton
7800 Katella Ave.
Stanton, CA 90680



CityTech
SOLUTIONS

a division of Charles Abbott Associates, Inc.
27201 Puerta Real #200
Mission Viejo, CA 92691
(866) 530-4980
citytechsolutions.com

CityTech Solutions (CTS), a division of Charles Abbott Associates, Inc. (CAA), is pleased to submit the enclosed proposal to the City of Stanton to continue providing the Pro version of our Permits and Code app.

Our parent company, CAA, has been providing a growing number of cities with outstanding engineering, planning & zoning, code compliance and plan checking services since 1984. Over the years, we have developed our own municipal software, CityTech Solutions, to support and streamline the services we provide to our municipal clients and fill the need for an easy to use, powerful, intuitive, and affordable data management software. Our product suite has been expanding to not only provide solutions for Building and Code Enforcement departments, but also for Fire Departments, Public Works and stormwater activities.

With extensive expertise in the government sector, CAA understands the challenges municipalities are facing. Most of our clients have faced very similar issues, and have succeeded in not only solving these issues, but have benefited from numerous other efficiencies our solutions provide. Our clients are not only streamlining their processes, but they are also seeing tremendous benefits from being able to efficiently manage permits, code enforcement, inspections, and other community service workflows.

Our software affords the flexibility to meet automation needs through a single solution while also meeting budget requirements. Our easy-to-use, intuitive interface translates into instant user adoption, long-term viability and overall efficiency gains.

Company Overview

With a strong background and history in the municipal services sector, CTS brings exceptional expertise to this project:

Strong Focus on State & Local Government: Our products are designed and developed uniquely for the needs of state and local government agencies. This focus has allowed us to gain a wealth of knowledge and experience with projects in the government sector and has resulted in a deep understanding of the environment in which government operates.

We Develop & Support our Products: Our clients don't have to worry about dealing with outsourced software support or resellers who may or may not support our products in the future.

No Debt or Venture Capital: We are a debt free company and are also not looking to sell our software division to another company. We will be around for the long haul.

Open Architecture: Thanks to our architecture, CTS can be integrated with virtually any 3rd party application at an additional cost.

Quantifiable, quick return on investment: Our software significantly reduces staff time required to review plans, process permits, conduct inspections, counter time, and more.

User Friendliness: CTS was meticulously designed with a great user interface, for a wonderful user experience. It is so user friendly that any user with knowledge of a building permit workflow can start using the software with minimal training.

Value: We take projects from start to finish and control our product development and pricing. That's how we are able to best meet your needs.

System Overview

The CityTech Permits app simplifies the building permit process for any municipality. With CityTech apps, city clients can create, track and perform the required permitting needs of their jurisdiction.

Reports in CityTech Permits enable cities to track permits, permit fees, inspections, as well as various aspects of monthly and annual reporting of permits.

We would like to thank you for the opportunity to allow us to continue providing Stanton with our CityTech solutions. If there are any questions about the software or this proposal, please feel free to reach out to me directly at (949) 367-2859. Thanks again.

Rusty Reed
CHARLES ABBOTT ASSOCIATES, INC.

SCOPE OF WORK

Proposed Solution

CityTech Solutions (CTS) will continue to provide our CityTech Permits Pro Software, titled “Permits”, to the City of Stanton. The provided software solution is a cloud-based hosted database that allows the City to collect, store and report all permit activity, 24-hours a day and 7-days a week.

First, CityTech Permits is designed to enhance the work of any permitting department, as well as any other supporting departments. A few features of Permits include:



- A robust permit system that is built specifically for fast and thorough processing of plan checks and permits to provide a great user experience and even better customer experience.
- A breadth of features including Google Map integration, easy search capabilities and the ability to duplicate permits quickly for repeat customers.
- Plan check tracking that allows all departments to view the status of projects and/or participate in the entire plan check process.
- Integration with industry leading PDF markup app, Bluebeam Revu. Includes unlimited document storage.
- Plan check assignments that give the Permit Techs or Plan Check Supervisor the ability to assign plan reviews to the appropriate Plan Checkers from any department.
- An Approvals process that assures City users cannot issue or final a permit record until all chosen Departments have signed off.
- An online Permit Center for Contractors, Homeowners and Architects to submit and facilitate the entire plan check process online.
- The ability for Contractors to login to their own account and request inspections through the online Permit Center up to a month in advance.
- The ability to connect the City’s credit card processor to the online Permit Center for faster processing of plan check submittals.
- A digital shopping cart for accurately applying fees to a plan check or permit.
- An inspector mobile solution via an Apple iPad only, that allows an inspector to input corrections for an inspection, take an unlimited number of photos and email a digital correction notice to the contacts on a permit.
- GIS maps with built-in ArcGIS services that includes basic City’s property data and property owner information. Integration with an in-house ArcGIS server is available as well.
- Various reports for monthly and annual reporting of permits, plan checks and inspections. And two custom California reports to help facilitate the reporting of SMIP and CBSC fees to the state.
- A Dashboard with charts and graphs that reports permit and inspection metrics.

Second, CTS will continue to provide our Code Enforcement Case Management module for the City, also simply called “Code”. Like our other modules, Code is also used by several other cities in Orange County who report it is the most user-friendly Code Enforcement software on the market. As you’d expect, our Code solution can communicate with Permits to enhance staff’s capabilities in providing a comprehensive software solution between the Code Enforcement Department and the Building and Safety Department.



A few of the features in Code include:

- Complete case management for tracking any kind of case.
- Creation of an unlimited number Notice of Violation letters by the Code Officers that are filed and tracked within the system.
- A complete library of the City’s Municipal Code inside of the app to allow the Officer to easily add exact municipal code violations to a case.
- Easy sorting for Officers to view their open cases as well as see which cases require follow-up inspections.
- Customized letters such as Courtesy Notices, 1st Notice, 2nd Notice, etc., that can be created, stored and printed by Officers directly from Code.
- Monthly reporting features for Department or Council reports.

As it pertains to integrations with Code, our Permits module can flag addresses in the permit system to give Permit Technicians a warning that a permit they are about to issue has a pending code case. The Permit System can also flag addresses in Code, giving Code Officers a warning as to what permits may have already been issued for a certain address.

Single Source Software Support

CTS will provide customer support by telephone, email and the web as needed by CTS staff. Average response time for regular support questions by phone and email is 4 hours, unless the issue is escalated to highest priority. Support services are available to the City any time of the year while the annual subscription fees have been paid.

Training

We provide various training opportunities through live training as well as via recorded YouTube videos.

- a. Live training: We will provide 16-hours of live in-person training and 16-hours of video conferencing training each year. Video conferencing trainings will be recorded for playback on YouTube at your convenience.
- b. YouTube training: We have a private library of trainings already recorded so that employees can watch at their convenience or as they need the information.

NETWORK ENVIRONMENT

Our cloud and browser-based system is built on, the Claris FileMaker Pro database platform, for which Claris Inc. is a subsidiary of Apple Inc. Any specifications provided below indicate minimum browser requirements. CTS will work with the City to ensure that any software used to run the CTS apps from a browser or mobile device, meets the installation specifications of the software.

Browsers Specifications: The software can be run on most modern browsers. Here the browser specifications that we support.

Desktop browsers	Mobile browsers
Safari 13.x minimum Chrome 80 minimum Microsoft Edge 44 New Microsoft Edge 80	Mobile Safari on iOS 13 minimum Chrome 80 minimum on Android 7.x minimum

iOS Specifications: FileMaker Go (FMGo) is a free iOS app that can be downloaded from the iTunes App Store. The latest version of the FMGo app is compatible with iOS devices running 13.2 minimum, when running on the following devices: iPad (9th generation), iPad (7th generation), and iPad (6th generation).

Network Specifications: The software is designed to run over high-speed wide area networks at speeds of 10 Mbps or greater. Slower connections can be supported through using terminal services software such as Microsoft Terminal Server, Citrix or Amazon WorkSpace. These technologies allow a workstation to run the application remotely using very little bandwidth.

Printer Specifications: The software is designed to work with laser printers and laser printers with iOS Air Print capabilities. Each make and model of printer has different drivers and therefore has slightly different results when printing.

Data Center Hosting

CTS hosts all software services on the cloud with the world-renowned Amazon Web Services (AWS), in one of their highly secure datacenters. Servers used by CTS are the most up-to-date Windows servers protected by Amazon's world-class firewalls. Cost covers all Windows server license, bandwidth, and data storage. Hosting fees include all upgrades and upkeep of these servers.

Security Features

Security of our CTS apps is our highest priority. Therefore, we use utilize the industry's highest rated cloud service, AWS. In utilizing AWS, we benefit from a data center and network architecture built to meet the requirements of the most security-sensitive

organizations. By taking advantage of AWS, we not only inherit all the best practices of AWS policies, architecture, and operational processes, but also benefit from their continual auditing by various accredited testing bodies. Additionally, here are some more security features that our system includes:

- Single-Tenant Solution. All our apps are single-tenant and not multi-tenant solutions, so our client's permit data is not co-mingled with other cities data.
- Symantec Cloud Endpoint. All detection and protection of inbound threats is provided by Symantec to safeguard all our client's data.
- SSL Certificates. Web site protection against malware and other automated attacks triggered by automation.
- Encryption at REST. Even if our client's data falls into the wrong hands, it will always be unusable without an encryption key to decode it.

Exporting Information

We acknowledge that any data generated by the City staff during operations is the property of the City of Stanton. If the contract should be terminated, the data will be made available to the City in a format acceptable to both parties.

System Uptime

Amazon Web Services guarantees a 99% uptime, and we guarantee that as well. Unless there are unforeseen circumstances, we only perform regular Windows Server maintenance on our servers over weekend periods, so that our routine maintenance causes minimal disruption to the service.

Data Backup

Our data backup routine is comprehensive as we believe we can never be too cautious with data integrity or data loss. Thus, our servers automatically create the following copies of the databases:

1. Incremental rolling backups of each individual database every 10-minutes
2. Hourly backups of all databases
3. Nightly backups of all databases
4. Monthly archives of all databases

The incremental backups are extremely important and provide a vital safety net. If any catastrophic event were to occur, or if any data were to accidentally be changed or saved, that data can be retrieved and reinstalled in a matter of minutes. Or if a record that was just created was accidentally deleted, we can get that back and reinstalled in a timely manner. If any of these scenarios happens, we must be contacted within 5-minutes of that event so that we can pull the incremental backup and restore it for you.



SOFTWARE LICENSE AND SUBSCRIPTION AGREEMENT

This Software License and Professional Services Agreement is made by and between Charles Abbott Associates, Inc. (CAA), dba CityTech Solutions, of 27201 Puerta Real #200, Mission Viejo, CA 92691 (hereinafter “CTS”) and:

City of Stanton
7800 Katella Ave.
Stanton, CA 90680

hereafter referred to as “Customer”.

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1.0 Software License

1.1 Grant of License. Pursuant to the terms of this Agreement, CTS hereby grants to Customer a non-exclusive, non-transferable, fully paid up license to use the software products identified in Exhibit A (the “Software Products”) during the term of this Agreement, all of which CTS represents and warrants it has the right to license to Customer.

1.2 Users. Based on the of number Licenses described in Exhibit A, the Customer, its clients, customers and end users are permitted to access, use and manipulate the Software Products for all legal uses contemplated by this Agreement. The Software Products may be used within a networked or cellular environment.

1.3 Indemnity. CTS agrees to defend, indemnify and hold harmless Customer, its affiliates, officers, directors, employees and agents and licensors, and other users of the Software Products, from all damages, losses, liabilities, claims and expenses, including attorney’s fees, arising from any claim that the Software Products infringe a third party’s intellectual property rights. CTS waives any and all claims and recourse against the Customer including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incidental to CTS’s performance of this contract except for liability arising out of sole negligence of the Customer or its officers, agents or employees. Further, CTS will indemnify, hold harmless, and defend the Customer against any and all claims, demands, damages, costs, expenses or liability arising out of CTS’s performance of this Contract except for liability arising out of the sole negligence of the Customer or its officers, agents or employees.

2.0 Software and Hosting Services

CTS shall provide the Software along with the services to implement and support the Software and other ancillary services as set for in Exhibit A. In addition, CTS shall provide hosting services for the Software products ("Hosting Services").

3.0 Maintenance and Support Services

Software Support. CTS will provide the Customer with software support. Support for the Software Products (the "Support") is defined as the technical assistance required in the operation of the Software Products on a day-to-day basis by way of telephone and e-mail support. Support also includes maintenance updates (i.e., patches, hotfixes and minor upgrades) for the Software Product(s). Critical software issues will be patched by CTS. Non-critical CTS software issues are addressed per standard maintenance processes in a timeframe suitable for CTS. If the customer requests on-site support the customer will be billed at established service rates plus expenses.

4.0 Term

4.1 Term. The initial term of this Agreement is for a period of 3 years from date this Agreement is executed by the last of the parties to execute as indicated below in the signature block. Prior to expiration of the initial term of the Agreement, the Customer shall have the option to renew with the same terms and conditions for an additional year, subject to new market pricing by CTS at the time of renewal.

4.2 Termination for Convenience by Customer. Customer may terminate this Agreement without cause upon thirty (30) days written notice to CTS. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by Customer to CTS and it is later determined that CTS was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph 4.2.

4.3 Immediate Termination by Customer. Customer may terminate this Agreement immediately upon giving written notice to CTS a) for cause should CTS materially fails to perform any of the covenants contained in this Agreement in the time and/or manner specified, or b) if funds, or any portion thereof, required by Customer for this agreement are i) not available to Customer from external sources, including if distribution of such funds to the Customer is suspended or delayed; or ii) are not appropriated by the applicable authority or Customer or, having been previously appropriated, are reduced, eliminated, and/or re-allocated by Customer as a result of mid-year budget reductions.

4.4 Termination by CTS. In the event of default by the Customer in any material term or condition herein that is not cured by Customer within 30 days of its receipt of written notice thereof, CTS may, at its option, refuse service or terminate its obligations under this Agreement.

4.5 Effect of Termination. In the event of termination, pursuant to section 4.3(a), Customer may proceed with the work in any manner deemed proper by Customer. In the event of termination pursuant to sections 4.2 or 4.3(b), CTS shall

only be paid for any services completed and provided prior to notice of termination, such amount to be an amount which bears the same ratio to the total compensation authorized by this Agreement as the services actually performed bear to the total services of CTS covered by this Agreement, less payments of compensation previously made. In no event shall Customer pay CTS an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination. CTS shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligation to a third party that CTS can legally cancel. Nothing herein is intended to limit any rights or remedies Customer may have at law arising out of a breach of this Agreement by CTS.

5.0 Charges

The charges for the products and services provided under this Agreement are as outlined in Exhibit A attached. CTS shall invoice the Customer prior to anniversary date, and the Customer shall pay the aggregate to CTS within (30) days of the date of each invoice.

6.0 Confidentiality

6.1 Confidential Information. In the performance of or otherwise in connection with this Agreement, one party ("Disclosing Party") may disclose to the other party ("Receiving Party") certain Confidential Information of the Disclosing Party. "Confidential Information" means any information of either party, which is not generally known to the public, whether of a technical, business or other nature (including, but not necessarily limited to: trade secrets, know how, computer program source codes, and information relating to the customers, business plans, promotional and marketing activities, finances and other business affairs of such party); provided that the same is conspicuously marked or otherwise identified as confidential or proprietary information prior to, upon or promptly after receipt by the other party; and provided further that the any information stored in the Customer database shall be deemed to constitute Confidential Information without further designation by Customer. The Receiving Party will treat such Confidential Information as confidential and proprietary of the Disclosing Party and will use such Confidential Information solely for the purposes for which it is provided by the Disclosing Party and will not disclose such Confidential Information to any third party.

6.2 Exclusions. The obligations under this paragraph will not apply to any: (i) use or disclosure of any information pursuant to the exercise of the Receiving Party's rights under this Agreement; (ii) information that is now or later becomes publicly available through no fault of the Receiving party; (iii) information that is obtained by the Receiving party from a third party authorized to make such disclosure (other than in connection with this Agreement) without any obligation of secrecy or confidentiality; (iv) information that is independently developed by the Receiving Party (e.g., without reference to any Confidential Information); (v) any disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the Receiving Party will use reasonable efforts to give advance notice to and cooperate with the Disclosing Party in connection with any such disclosure; and (vi) any disclosure with the consent of the Disclosing Party.

7.0 Warranties and Limitations of Liability

7.1 Software Product Warranty. The first year of maintenance is to be included under warranty. The warranty period will begin following the installation of the application software. CTS shall promptly repair or replace, at no cost to the Customer, all defects in material and/or workmanship of which CTS has been properly notified within a period of one (1) year from date of completion of all work.

7.2. Services Warranty. CTS shall exercise its best efforts in performing services covered under this Agreement and warrants that all services performed by it under this Agreement will be performed by qualified personnel and to industry standards.

8.0 General

CTS agrees to abide by the following terms and conditions:

8.1 Valid Business License. If required by the City, CTS and its subcontractors, sub grantees, and other firms doing business with the Customer shall obtain or have a valid business license and must comply with applicable business regulation ordinances. Contractor shall continue to retain a valid City business license during the term of this Agreement or the City has the right to withhold payments until the Contractor acquires a valid City business license.

8.2 Non-Discrimination. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or gender expression, except where these criteria are reasonable bona fide occupational qualifications.

9.0 Independent Contractor

The parties agree that CTS is an independent contractor and not an employee of the Customer. Any persons employed by CTS for the performance of work hereunder shall be independent contractors and not agents of the Customer. CTS shall have the right to contract and represents that it does contract for similar services with others. Any provisions in this Agreement that may appear to give the Customer the right to direct CTS as to details of doing work or to exercise a measure of control over the work mean that CTS shall follow the direction of the Customer as to end results of work only. This contract shall not, in any way, be construed to create a partnership or any other kind of joint undertaking or venture between the parties hereto. The Customer will not pay a salary or hourly rate, instead of a fixed or contract rate. The Customer will not withhold Social Security, Medicare, State or Federal Taxes. As an independent contractor, CTS is not entitled to Workers' Compensation benefits except as may be provided by CTS, nor to unemployment insurance benefits unless provided by the CTS. CTS is obligated to pay all Federal and State income tax on any moneys earned or paid pursuant to this Agreement.

10. Illegal Aliens

CTS shall not knowingly employ or contract with an illegal alien to perform work under this contract. CTS certifies that (i) CTS does not knowingly employ or contract with any illegal aliens; (ii) CTS has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United State; and (iii) CTS shall not enter into a contract with a subcontractor that fails to certify to CTS that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. CTS shall comply with all reasonable requests made in the course of an investigation by the Department of Labor and Employment. If CTS fails to comply with any requirement of this provision, the Customer may terminate this contract for cause and CTS shall be liable for actual and consequential damages to the State. A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law; and (ii) shall produce proper identification prior to the effective date of this Contract.

11. Notices

Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

If to the Customer:

Attn: Community and Economic Development Director
City of Stanton
7800 Katella Ave.
Stanton, CA 90680

If to the Contractor:

Attn: Rusty Reed, President
CityTech Solutions
27201 Puerta Real #200
Mission Viejo, CA 92691

12. Default

Each and every condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13. Enforcement

This Agreement shall be deemed entered into in Orange County, California, and shall be governed by and interpreted under the laws of the State of California.

14. Amendments

This Agreement constitutes the entire Agreement between the parties hereto, and no modification of this Agreement shall be binding unless the same is reduced to writing and signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

IN WITNESS WHEREOF, the Customer and CTS have caused this Agreement to be executed, in duplicate original counterparts, in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

CUSTOMER: CITY OF STANTON

CONTRACTOR CITYTECH SOLUTIONS

By: _____
Sign

By: _____
Sign

Attest: _____
Print Name

Attest: Rusty R. Reed, President

Date: _____

Date: _____

EXHIBIT "B"
SCHEDULE OF SERVICES
& COMPENSATION

COSTS

The CityTech Permits and Code apps have already been installed and are already in use, so there is no installation, setup fees or data import fees to be charged.

Further, with our new licensing model, the City can use the provided licenses for any and all departments as the City sees fit. The cost for our CTS Pro Permits and Code apps are as follows:

CTS Pro Software Subscriptions	Cost
Installation, Setup and Data Import	\$0
Annual Permits Subscription <ul style="list-style-type: none">• Includes up to 15 full-user licenses to CTS Permits• Includes up to 10 full-user licenses for Bluebeam Revu• Unlimited read-only licenses for CTS Permits and Bluebeam Revu• Online Customer Portal web site	\$35,000
Annual Code Subscription <ul style="list-style-type: none">• Includes up to 10 full-user licenses to CTS Code• Unlimited read-only licenses for CTS Code	\$5,500
TOTAL COST YEAR 1	\$40,500
TOTAL COST YEAR 2 WITH 2% INCREASE	\$41,310

Notes:

1. A 2% increase will be applied each year to the subscription, starting at year 2.
2. Any custom programming, features or other software integrations can be quoted separately.
3. Additional custom reports can be created at a rate of \$150/hour.
4. No pro-rated refund provided if contract terminated in any part of the year.

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
BUILDING PERMIT AND CODE ENFORCEMENT
SOFTWARE TRACKING SYSTEM**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2023, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **CHARLES ABBOTT ASSOCIATES, INC. (CAA) DBA CITYTECH SOLUTIONS**, with its principal place of business at **27201 PUERTA REAL #200, MISSION VIEJO, CA 92691** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional building permit and code enforcement software tracking system consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional software, hosting, maintenance, and support for building permits and code enforcement consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **CityTech Software for the purpose of Building Permit and Code Enforcement Tracking** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **building permit and code enforcement tracking software** consultant services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from March 1, 2023 to **March 1, 2026**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than one additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **[INSERT NAME(S)]**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **the Community and Economic Development Director**, or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Rusty Reed, President**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of

this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos,

pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

3.2.10.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Contractor's Pollution Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

3.2.10.4 Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.10.5 Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

3.2.10.6 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

3.2.10.9 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$124,000** ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Attn: Rusty Reed, President
CityTech Solutions
27201 Puerta Real #200
Mission Viejo, CA 92691

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Community and Economic Development Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages,

expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.8 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.9 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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

3.12 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.13 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.14 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.17 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement
on this ____ day of _____, 2023.

CITY OF STANTON

CHARLES ABBOTT ASSOCIATES, INC
DBA CITYTECH SOLUTIONS

By: _____

City Manager

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 14, 2023

SUBJECT: SECOND AMENDMENT TO AGREEMENT FOR THE STANTON FAMILY RESOURCE CENTER UNDER THE COUNTY OF ORANGE FAMILIES AND COMMUNITIES TOGETHER (FaCT) PROGRAM

REPORT IN BRIEF:

The City Council will consider approving the Second Amendment to the Agreement for Family Resource Center Services, extending the contract term for two years from July 1, 2023 through June 30, 2025 and allocating funding in the amount of \$370,800 each year.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Approve the Second Amendment to the Agreement for Family Resource Center Services with the County of Orange Social Services Agency; and
3. Authorize the City Manager to bind the City of Stanton and the County of Orange Social Services Agency in an amended agreement to provide Family Resource Center services.

BACKGROUND:

On July 1, 2020, the City entered into an agreement with County of Orange Social Services Agency to provide Family Resource Center (FRC) services for families residing in Orange County. Services include, but are not limited to comprehensive case management, counseling, family support/case management, parenting education, domestic violence prevention and treatment, and information and referral in support of addressing protective factors to strengthen Orange County families and their children.

The City's original grant proposal for a three-year grant cycle from July 1, 2020 through June 30, 2023 was awarded \$300,000 per year, with the ability to apply for two one-year extensions to continue funding services through June 2025. The County of Orange Social

Services Agency is now proposing an amendment that would extend the agreement for the Stanton Family Resource Center for two years, through June 30, 2025.

ANALYSIS AND JUSTIFICATION:

With the approval of the amendment, the City, as lead fiscal agent, will receive \$370,800 for each of the remaining two years of the amended contract: July 1, 2023 through June 30, 2024, and July 1, 2024 through June 30, 2025. Total funding each year is listed below:

- Year One: \$300,000 for July 1, 2020 through June 30, 2021;
- Year Two: \$300,000 for July 1, 2021 through June 30, 2022;
- Year Three: \$370,800 for July 1, 2022 through June 30, 2023;
- Year Four: \$370,800 for July 1, 2023 through June 30, 2024; and
- Year Five: \$370,800 for July 1, 2024 through June 30, 2025.

These funds continue to assist with off-setting costs associated with the delivery of social and human service programs at the Stanton Family Resource Center, allowing the City to increase direct service budgets and provide quality programs. A portion of these funds are distributed to partner agencies facilitating programs and services at the Stanton FRC.

FISCAL IMPACT:

If approved, the second amendment will procure County grant funding in the amount of \$370,800 per year for both FY 2023-24 and FY 2024-25.

The County limits expenditure categories, therefore, a transfer from the General Fund is necessary to subsidize the resources available to the community. The subsidy required from the General Fund has averaged \$30,000 during the last two fiscal years. The FY 2022-23 Adopted Budget estimates the General Fund subsidy to be \$46,470. The estimated General Fund subsidy for FY 2023-24 will be included in the upcoming Fiscal Year 2023-24 budget proposal.

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(5) 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).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

The City Attorney reviewed Attachment A as to form.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

Obj. No. 5: Provide a high quality of life.

Prepared by: Zenia Bobadilla, Community Services Director

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Second Amendment to the Agreement for Family Resource Center Services

AMENDMENT TWO TO AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

CITY OF STANTON

AND

FRIENDLY CENTER, INC.

AND

INTERVAL HOUSE

FOR THE PROVISION OF FAMILY RESOURCE CENTER SERVICES

THIS AMENDMENT TWO, made and entered into upon execution of all necessary signatures is to that certain AGREEMENT Number FMK1120 between the parties hereto, hereinafter referred to as the “Agreement” and is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and City of Stanton, a California municipal agency; Friendly Center, Inc., a California non-profit corporation; and Interval House, a California non-profit corporation, hereinafter collectively referred to as “STANTON FAMILY RESOURCE CENTER” or “CONTRACTOR.” City of Stanton, Friendly Center, Inc., and Interval House, may each also be referred to as “Contractor Partner Agencies.” COUNTY and CONTRACTOR may be referred to individually as “Party” and collectively as “the Parties.”

W I T N E S S E T H

WHEREAS, on July 1, 2020, COUNTY and CONTRACTOR entered into an Agreement for the provision of Family Resource Center Services, for the term of July 1, 2020, through June 30, 2023;

WHEREAS, on August 1, 2020, COUNTY and CONTRACTOR modified the Agreement to add Network Security and Privacy Liability Insurance;

WHEREAS, AMENDMENT ONE was issued to increase funding for the provision of additional Family Resource Center; amend Subparagraphs 21.1 of the Agreement; amend Subparagraphs 4.15, 6.4, 8.6, 14.1, 14.4, and Paragraph 15 of Exhibit A of the Agreement; and add Subparagraph 5.9 to Exhibit A of the Agreement;

WHEREAS, COUNTY desires to renew the Agreement for an additional two (2) years from July 1, 2023, through June 30, 2025; amend Paragraphs 1, 13, and Subparagraphs 21.1 and 21.2 of the Agreement; and amend Subparagraphs 14.1, 14.3, and 14.4 of Exhibit A of the Agreement;

WHEREAS, CONTRACTOR agrees to continue to provide such services under the terms and conditions set forth in this Agreement; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Paragraph 1 of the Agreement is hereby amended to read as follows:

1. TERM

The term of this Agreement shall commence on July 1, 2020, and terminate on June 30, 2025, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting.

2. Paragraph 13 of the Agreement is hereby amended to read as follows:

13. INSURANCE

13.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance and endorsements to ADMINISTRATOR during the entire term of this Agreement.

13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of fifty thousand dollars (\$50,000) shall

specifically be approved by the COUNTY's Risk Manager, or designee, COUNTY reserve the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this Agreement.

13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

13.5 Qualified Insurer

13.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

13.6 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	<u>Responsible Contractor Partner Agencies</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate	City of Stanton (City), Friendly Center, Inc. (FC), Interval House (IH)

Automobile Liability, including coverage for owned or scheduled, non- owned, and hired vehicles	\$1,000,000 single limit each accident	City, FC, IH
Workers' Compensation	Statutory	City, FC, IH
Employer's Liability Insurance	\$1,000,000 per accident or disease	City, FC, IH
Network Security & Privacy Liability	\$1,000,000 per claims-made	City, FC, IH
Professional Liability Insurance	\$1,000,000 per claims- made or occurrence \$1,000,000 aggregate	City
Sexual Misconduct Liability	\$1,000,000 per occurrence	City, FC, IH

13.7.1 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

13.8 Required Coverage Forms

13.8.1 Commercial General Liability coverage shall be written on Insurance occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

13.8.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

13.9 Required Endorsements

13.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

13.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.9.1.2 A primary non- contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

13.9.2 The Network Security & Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

13.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents, and employees as Additional Insureds for its vicarious liability.

13.9.2.2 A primary and non-contributory endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

13.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange,

its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13.11 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.

13.12 CONTRACTOR shall provide thirty (30) days prior written notice to the COUNTY of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.

13.13 If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability policy is a "Claims-Made" policy(ies), CONTRACTOR shall agree to the following:

13.13.1 The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Agreement services.

13.13.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Agreement services.

13.13.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the

effective date of the Agreement services, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration or earlier termination of the Agreement.

13.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

13.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 11 of this Agreement.

13.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.

13.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

13.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

13.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

3. Subparagraph 21.1 of the Agreement is hereby amended to read as follows:

21.1 Maximum Contractual Obligation

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$1,712,400, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

21.1.1 Year One: \$300,000 for July 1, 2020, through June 30, 2021;

21.1.2 Year Two: \$300,000 for July 1, 2021, through June 30, 2022;

21.1.3 Year Three: \$370,800 for July 1, 2022, through June 30, 2023;

21.1.4 Year Four: \$370,800 for July 1, 2023, through June 30, 2024; and

21.1.5 Year Five: \$370,800 for July 1, 2024, through June 30, 2025.

4. Subparagraph 21.2 of the Agreement is hereby amended to read as follows:

21.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for the month of June during the term of the contract, during the month of such anticipated expenditure.

5. Subparagraph 14.1 of Exhibit A of the Agreement is hereby amended to read as follows:

14.1 For the Five (5) COUNTY fiscal years (July 1 through June 30) included during the term of this Agreement, the maximum budget for services provided pursuant to Exhibit A of this Agreement shall not exceed \$1,712,400.

6. Subparagraph 14.3 of Exhibit A of the Agreement is hereby amended to read as follows:

14.3 The budget specified in Subparagraph 14.4 below shall be for the period of July 1, 2020, through June 30, 2025. Each period shall be defined as follows:

14.3.1 Year One shall be for the period of July 1, 2020, through June 30, 2021.

14.3.2 Year Two shall be for the period of July 1, 2021, through June 30, 2022.

14.3.3 Year Three shall be for the period of July 1, 2022, through June 30, 2023.

14.3.4 Year Four shall be for the period of July 1, 2023, through June 30, 2024.

14.3.5 Year Five shall be for the period of July 1, 2024, through June 30, 2025.

7. Subparagraph 14.4 of Exhibit A of the Agreement is hereby amended to read as follows:

14.4 The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

<u>FRC Services</u>	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
Direct Service Costs ⁽¹⁾	\$279,735	\$279,735	\$369,952	\$369,952	\$369,952
Indirect Costs ⁽²⁾	\$ 2,265	\$ 2,265	\$ 848	\$ 848	\$ 848
TOTAL MAXIMUM OBLIGATION:	\$300,000	\$300,000	\$370,800	\$370,800	\$370,800

- ⁽¹⁾ Direct Service Costs are costs that are incurred and specifically allocable to the provision of services identified in this Agreement. Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State

Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year.

- (2) Indirect Costs are costs that are incurred for an organization's common objectives and that cannot be readily identified with a particular final cost objective.
- 8. The Parties agree that separate copies of this Amendment may be signed by each of the Parties, and this Amendment will have the same force and effect as if the original had been signed by all Parties.
- 9. All other terms and conditions of the Agreement shall remain the same and in full force and in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Two to Agreement on the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: CITY OF STANTON

Print Name

Title

Signature

Date

=====

Contractor: FRIENDLY CENTER, INC.

Print Name

Title

Signature

Date

=====

Contractor: INTERVAL HOUSE

Print Name

Title

Signature

Date

=====

County of Orange, a political subdivision of the State of California
Deputized Designee Signature:

Print Name

Deputy Purchasing Agent
Title

Signature

Date

APPROVED AS TO FORM

COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Print Name

Deputy County Counsel
Title

Signature

Date

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 14, 2023

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE FAMILY RESOURCE CENTER (FRC) RENOVATION COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT (PHASE I) AND APPROPRIATION OF FUNDS

REPORT IN BRIEF:

Four bids for the Family Resource Center (FRC) Renovation Community Development Block Grant (CDBG) Project (Phase I) were opened on January 24, 2023. Based on the post-bid analysis of the bids received, staff has determined the bid submitted by A2Z Construct, Inc. (A2Z) to be the lowest responsible and responsive bid at \$684,400.

Including construction costs, a 10% contingency, and inspection costs, the total Phase I project is estimated at \$767,840. The current Phase I project budget is \$544,259. Staff is requesting an appropriation of \$223,581 from the City's Other Grants Fund (Fund 227) to fund the remainder of the project costs. These funds represent America Rescue Plan Act (ARPA) Funds that are being passed through from the County of Orange.

RECOMMENDED ACTION:

1. City Council declare that this project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301(a) as repair, maintenance, and minor alteration of an existing public facility; and
2. Award a construction contract for the Family Resource Center Improvements Project (Phase 1) to A2Z Construct Inc. for the bid amount of \$684,400 and reject all other bids; and
3. Authorize the City Manager to bind the City of Stanton and A2Z Construct Inc. in a contract for the construction; and
4. Authorize the City Manager to approve contract changes, not to exceed 10 percent of the bid amount (\$68,440); and

5. Appropriate \$223,581 from the Other Grants Fund (Fund 227) to increase the total Fiscal Year 2022-23 budget for the Family Resource Center Improvements Project (Phase 1) (Task Code No. 2022-201) to \$767,840.

BACKGROUND:

In 2021, the City entered into a grant agreement with the County of Orange for CDBG funds to go towards renovations to the City's FRC Improvements Project (Phase I). The grant agreement calls for property renovations to include the following elements:

- New LED exterior lighting
- Improved gate access points
- New air conditioning units
- Replacement of indoor lighting
- Evaluation and upgrades for ADA compliance
- Removal of the courtyard planter and construction of concrete walkway
- Replacement of picnic benches
- Installation of outdoor storage shed
- Painting of the interior
- New flooring including vinyl and carpeting
- New facility identification signage facing Beach Boulevard and Santa Paula Avenue
- New quartz countertop at reception area
- Re-laminating of existing kitchen cabinet faces and doors
- New blinds/window tint
- New ceiling tiles

The landscape portion of the renovation project (to include playground, rubberized surface, benches, trash receptacles) will not be funded by the CDBG grant. To meet grant timeline requirements, this portion was removed from the scope of this project and is planned as a separate project (Task Code No. 2023-201-Family Resource Center Improvements Phase 2 Project).

On December 13, 2022, the City Council authorized staff to advertise this project for construction and approved the draft plans and specifications.

ANALYSIS/JUSTIFICATION:

Bid opening for this project was on January 24, 2023, and the contractors who attended the mandatory pre-bid conference were eligible to submit a bid. Four (4) bids were received and opened as follows:

Rank	Company	Bid
1	A2Z Construct Inc.	\$684,400.00
2	H2M Construction Inc.	\$716,000.00
3	At Your Service Construction	\$750,000.00
4	MBC Enterprises	\$887,144.00

A2Z submitted the lowest responsible bid in the amount of \$684,400, which is approximately 8.7% below the Engineer's estimate of \$750,000. Staff has reviewed the submitted documents and found that A2Z has submitted the lowest bid and is compliant with the contract documents. Upon successful execution of the contract documents, the project is expected to begin construction in March 2023.

For every construction contract awarded by Council, staff is required to return to Council to accept the improvements, approve the final construction contract amount, and direct filing of a Notice of Completion.

FISCAL IMPACT:

The Fiscal Year 2022-23 Amended Operating Budget includes \$573,740 for this project (Task Code No. 2022-201), which is funded by a CDBG Grant (Fund 222) (\$350,000) and Park In Lieu Fees (Fund 310) (\$223,740). As of this staff report, \$544,259 of the budget is currently available. The following table presents an estimated breakdown of the total project cost:

Description	Amount
Construction Contract	\$ 684,400
Contingency (10%)	\$ 68,440
Inspection	\$ 15,000
Total	\$ 767,840

The current project budget is not sufficient to complete the project. In October 2022, the City received \$425,000 of ARPA funding from the County of Orange for the Family Resource Renovation project. Staff is requesting the Council appropriate \$223,581 of these funds for the Family Resource Center Improvements Project (Phase 1) (Task Code No. 2022-201). Staff will be requesting Council approval to appropriate the balance of the ARPA funds for the Family Resource Center Improvements Project (Phase 2) (Task Code No. 2023-201) with the Fiscal Year 2022-23 Mid-Year Budget Update.

ENVIRONMENTAL IMPACT:

This project was declared categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301(a) as repair, maintenance, and minor alteration of an existing public facility.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 3: Provide a quality infrastructure.

Prepared by: Han Sol Yoo, Associate Engineer

Reviewed by: Cesar Rangel, Public Works Director/City Engineer

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Family Resource Center Renovation Project (Phase I) Contract
- B. A2Z Construct Inc. Proposal

**CITY OF STANTON
CONTRACT AGREEMENT**

FAMILY RESOURCE CENTER RENOVATION PROJECT (PHASE I)

THIS CONTRACT AGREEMENT (or “Contract”) is made and entered into for the above-stated project this _____ day of _____, 20__, BY AND BETWEEN THE **CITY OF STANTON**, as City and _____ as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

Article I

The contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Proposal, General Specifications, Special Provisions in accordance with the Standard Specifications for Public Works Construction, Faithful Performance Bond, Labor and Material Bond, and all referenced specifications, details, Standard Plans and appendices, including all applicable State and Federal requirements; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively all the foregoing shall be referenced as the “Contract Documents”). All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

Article II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

Article III

CONTRACTOR agrees to receive and accept the prices set forth in the proposal as full compensation for furnishing all materials, performing all work and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole hereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

Article IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents.

The total amount of this contract shall not exceed _____ Dollars (\$_____). CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council, or if pursuant to its authority, the City Manager, or his or her designee. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager or City representative and CONTRACTOR at the time City's written authorization is given to CONTRACTOR for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$30,000 whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

Article V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employee to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

Article VI

CONTRACTOR agrees to indemnify and hold harmless CITY and all of its officers, officials, consultants, employees, agents, and volunteers from any claims, demands or causes of action, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

Article VII

CONTRACTOR affirms that the signatures, titles, and seals set forth herein in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first written.

CONTRACTOR**CITY OF STANTON**

Name
Title

Date

Hannah Shin-Heydorn
City Manager

Date

ATTEST:

Name
Title

Date

Patricia Vazquez
City Clerk

Date

Contractor's License Number and Classification

APPROVED AS TO FORM:

DIR Registration Number

Best Best & Krieger LLP
City Attorney

Date

NOTE:

SIGNATURES OF CORPORATE OFFICIALS MUST BE NOTARIZED

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

**CITY OF STANTON
FAITHFUL PERFORMANCE BOND**

FAMILY RESOURCE CENTER RENOVATION PROJECT (PHASE I)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Stanton (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or

shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

**CITY OF STANTON
PAYMENT BOND**

FAMILY RESOURCE CENTER RENOVATION PROJECT (PHASE I)

KNOW ALL MEN BY THESE PRESENTS That

THAT WHEREAS, the City of Stanton (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or

released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)_____

Contractor/ Principal

By_____

Title_____

(Corporate Seal)

Surety

By_____

Attorney-in-Fact

Title_____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

**CITY OF STANTON
COMPENSATION INSURANCE CERTIFICATE**

FAMILY RESOURCE CENTER RENOVATION PROJECT (PHASE I)

Pursuant to Section 1861 of the State Labor Code (amended by Stats. 1979, C.373, p. 1343), before beginning work, the Contractor shall furnish to the City Engineer a certificate of insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Before beginning work, the Contractor shall furnish to the City Engineer a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Contractor, prior to commencing work, shall sign and file with the City of Stanton a certification as follows:

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

CONTRACTOR

By: _____

Title: _____

Date: _____

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

(Amended by Stats, 1978, c. 1379, p. 4571)

Compensation Insurance Certificate

To be submitted with Contract Agreement

Bidder's Name: A2Z Construct Inc**BID FORMS****BID ACKNOWLEDGEMENT****NAME OF BIDDER:** A2Z Construct Inc

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract, including all plans, specifications, and all addenda, if any, for the following Project:

FAMILY RESOURCE CENTER RENOVATION PROJECT

To the City of Stanton, with its principal place of business at 7800 Katella Avenue, Stanton, CA 90680:

In response to the Notice Inviting Bids dated December 21, 2022 and in accordance with the accompanying Instructions to Bidders, the undersigned hereby proposes to the City to furnish all labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by the City, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents, including all plans, specifications, and all addenda, and at the prices stated opposite the respective items set forth in the Bid Schedule.

This Bid constitutes a firm offer to the City which cannot be withdrawn for 90 days after the date set for opening of Bids, or until a Contract is executed by the City and a third party, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

BIDDER certifies that in all previous contracts or subcontracts, all reports that may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this Proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this Bid; that this Proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this Bid is in all respects fair and without collusion or fraud.

If awarded a Contract, the undersigned agrees to execute and deliver to the City within ten (10) calendar days after date of receipt of Notice of Award, a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements.

Bidder's Name: A2ZConstruct Inc

A complete bid consists of the following Bid Forms, which have been completed and executed by the undersigned Bidder, are incorporated by this reference and made a part of this Bid:

1. Completed Bid Schedule form.
2. Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
3. Completed Designation of Subcontractors form.
4. Completed Bidder Information and Experience form.
5. Fully executed Non-Collusion Declaration form.
6. Completed Public Works Contractor DIR Registration Certification form.
7. IRAN Contracting Act Certification (for contracts of \$1,000,000 or more)
8. Sufficient Funds Declaration
9. Associated CDBG Documents

Bidder certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California:

License number 739539

Expiration date 03/31/2023

License classification A, B

If the Bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
<u>1</u>	<u>01/18/2023</u>	<u></u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

[SIGNATURES NEXT PAGE]

Bidder's Name: A2Z Construct Inc

I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

BIDDER:

A2Z Construct Inc
(Company Name)

By 
(Signature)

Matthew Jafari/Charlene Jafari
(Type or print name)

President/Secretary
(Title)

Rancho Santa Margarita, CA
(Where signed) (City, State)

Dated: January 22, 2023
State of Incorporation: CA

Bidder's Business Address:

PO Box 80425
Rancho Santa Margarita, CA 92688

(If the Contractor is a corporation, two signatures of corporate officers are required.)

Names and addresses of all partners or joint venturers:

Matthew Jafari, 63 Via Gatillo, Rancho Santa Margarita, CA 92688
Charlene Jafari, 63 Via Gatillo, Rancho Santa Margarita, CA 92688

Statement of the authority of signatory to bind Bidder:

Each individual who executes this agreement is authorized to execute this agreement
and is operating within the scope of his/her authority

BASE BID SCHEDULE* FAMILY RESOURCE CENTER RENOVATION PROJECT					
ITEM NO.	DESCRIPTION	QTY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
1	Project Mobilization, Demobilization, & Cleanup (Not to Exceed 5% of Construction Costs)	1	LS	\$ 30,000.00	\$ 30,000.00
2	Building Demolition/Removal	1	LS	\$ 70,000.00	\$ 70,000.00
3	New French Drain and Gravel	75	LF	\$ 200.00	\$ 15,000.00
4	Remove, Relocate, and Re-Install Existing Bike Rack	1	EA	\$ 2,000.00	\$ 2,000.00
5	4" Thick Concrete Slab	490	SF	\$ 40.00	\$ 19,600.00
6	New Footing at Gate 12"x12"x36"	3	EA	\$ 2,000.00	\$ 6,000.00
7	Metal Fence 8'-0" x 6'-0" and reinstall existing metal gate / fence	1	EA	\$ 10,000.00	\$ 10,000.00
8	Metal Fence 7'-0" x 1'-4"	2	EA	\$ 3,000.00	\$ 6,000.00
9	Metal Fence 11'-0" x 1'-4"	1	EA	\$ 5,000.00	\$ 5,000.00
10	Metal Fence 36'-0" x 2'-8"	1	EA	\$ 25,000.00	\$ 25,000.00
11	Wood Framing @ Interior Wall	1	LS	\$ 10,000.00	\$ 10,000.00
12	MISC. Carpentry @ ADA Counter, Base Cab & Upper Storage	1	EA	\$ 30,000.00	\$ 30,000.00
13	Wood Door and Hollow Metal Frame, w Finish Hardware	1	EA	\$ 5,000.00	\$ 5,000.00
14	Door Perimeter Seals/Gaskets	18	EA	\$ 100.00	\$ 1,800.00
15	Door Kickplates	18	EA	\$ 500.00	\$ 9,000.00
16	New 5/8" High Impact Gyp. Bd Over New Wood Framing	1	LS	\$ 8,000.00	\$ 8,000.00
17	Paint/Caulking - Interior	1	LS	\$ 10,000.00	\$ 10,000.00
18	Acoustical Ceiling Tile System, 24" x 48"	2,250	SF	\$ 10.00	\$ 22,500.00
19	Re-Laminate Base Cabinet & Upper Cabinets	1	LS	\$ 25,000.00	\$ 25,000.00
20	Corian Countertop & Splash	1	LS	\$ 20,000.00	\$ 20,000.00
21	Rubber Base	1	LS	\$ 5,000.00	\$ 5,000.00
22	Luxury Vinyl Tile	2800	SF	\$ 15.00	\$ 42,000.00
23	Wall Signage	1	EA	\$ 1,000.00	\$ 1,000.00
24	Floor Mount Signage w/ Footing	1	EA	\$ 3,000.00	\$ 3,000.00

Bidder's Name: A2Z Construct Inc

25	Anti-Graffiti Mirrored Window Film	18	EA	\$ 1,000.00	\$ 18,000.00
26	Blinds @ Windows	18	EA	\$ 1,000.00	\$ 18,000.00
27	Furniture Installation or Relocation	1	LS	\$ 4,000.00	\$ 4,000.00
28	Split System 3-Ton HVAC	4	EA	\$ 25,000.00	\$ 100,000.00
29	Split System 1.5-Ton HVAC	1	EA	\$ 20,000.00	\$ 20,000.00
30	Electrical & Piping for relocation of one HVAC Unit	1	LS	\$ 15,000.00	\$ 15,000.00
31	Supply, Sewer, Vent Piping Plumbing	1	LS	\$ 8,000.00	\$ 8,000.00
32	New Mop Sink	1	EA	\$ 1,500.00	\$ 1,500.00
33	New Faucet	1	EA	\$ 1,000.00	\$ 1,000.00
34	New Tank Type Water Heater	1	LS	\$ 15,000.00	\$ 15,000.00
35	Expansion Tank	1	LS	\$ 14,000.00	\$ 14,000.00
36	Electrical Work for Relocated Gate	1	LS	\$ 5,000.00	\$ 5,000.00
37	New Occupancy Sensor	12	EA	\$ 300.00	\$ 3,600.00
38	LED Light Fixtures: 24" x 48" Recess Mount	41	EA	\$ 1,000.00	\$ 41,000.00
39	LED Light Fixtures: 24" x 24" Recess Mount	10	EA	\$ 1,000.00	\$ 10,000.00
40	LED Light Fixtures: 12" x 48" Recess Mount	6	EA	\$ 1,000.00	\$ 6,000.00
41	LED Light Fixtures: 6" Round Recess Mount	11	EA	\$ 800.00	\$ 8,800.00
42	LED Light Fixtures: Wall Mount	12	EA	\$ 800.00	\$ 9,600.00
43	Replace Existing Pole Light Head with new Retrofit Kit	1	EA	\$ 5,000.00	\$ 5,000.00

* Additional details about items of work included in each bid item can be found in Section 7-3.1 of the Special Provisions and Specifications.

-A **MANDATORY** Pre-Bid meeting is scheduled for **Tuesday, January 10, 2023 at 10:00 a.m.** to review the Scope of Works at the City of Stanton's Family Resource Center building, 11822 Santa Paula Street, Stanton, CA 90680 (Meet on western entrance on Santa Paula Street). Bids will not be accepted from any Bidder who did not attend the mandatory Pre-Bid meeting.

-**This project is a Community Development Block Grant (CDBG) project; so contractor shall ensure the project is completed in a timely manner.**

-All work shall be completed within **sixty (60) working days** from the start date specified in the Notice to Proceed for the Base Bid items, which is March 6, 2023

-Mechanical, Electrical, Plumbing (MEP), and Structural will be on separate permits (deferred submittals) with wet-stamped engineering drawings and structural calculations.

Total Base Bid in			
NUMBERS:		684,400.00	
Total Base Bid in		Six hundred eighty four thousand four hundred Dollars	
WORDS:		and	Zero Cents

Bidder's Name: A2Z Construct Inc

THE BASIS FOR AWARD OF CONTRACT SHALL BE THE CONTRACTOR'S BASE BID ONLY.

The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the work.

All blank spaces appearing above must be filled in. Failure to fill in any blank spaces may render the Bid non-responsive. In case of discrepancy between the Unit Price and Item Cost set forth for a unit basis item, the Unit Price shall prevail and be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.


For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the City from measured quantities of work performed based upon the Unit Price.

The undersigned agrees that this Bid Schedule constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the work is fully executed by the City and a third party, whichever is earlier.

If the Contract Documents specify alternate bid items, the City can choose to include any, all, or none of the alternate bid items in the Work. If the City selects any of the alternate bid items, the corresponding alternate bid prices shall be added to or deducted from Base Bid Price for the work. The City can award/select alternate bid items at any time(s).

Name of Bidder A2Z Construct Inc

Signature 

Name and Title Matthew Jafari, President

Dated 01/22/2022

Bidder's Name: A2Z CONSTRUCT, INC.

BID GUARANTEE

BID BOND

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies Bid.]

The makers of this bond are, A2Z CONSTRUCT, INC., as Principal, and CONTRACTORS BONDING AND INSURANCE COMPANY, as Surety and are held and firmly bound unto the City of Stanton, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted the accompanying bid dated JANUARY 24, 20 23, for **FAMILY RESOURCE CENTER RENOVATION PROJECT**.

If the Principal does not withdraw its Bid within the time specified in the Contract; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 19TH day of JANUARY, 20 23, the name and corporate seal of each corporation.

(Corporate Seal)

A2Z CONSTRUCT, INC.

Contractor/Principal

By M. Klein

Title President

CONTRACTORS

BONDING AND INSURANCE COMPANY

Surety

(Corporate Seal)

By Tracy Lynn Rodriguez

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title TRACY LYNN RODRIGUEZ, ATTORNEY-IN-FACT

Bidder's Name: A2Z Construct Inc

Notary Acknowledgment

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

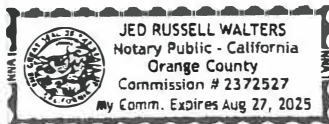
STATE OF CALIFORNIA
COUNTY OF Orange

On January 23rd, 2023, before me, Jed Russell Walters, Notary Public, personally appeared Matthew Jafari,

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.



Signature of Notary Public

WITNESS my hand and official seal.

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

- ☐ Partner(s)
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title(s)

- ☐ Limited
☐ General

DESCRIPTION OF ATTACHED DOCUMENT

Big Guarantee - Bid Bond

Title or Type of Document

1

Number of Pages

January 23, 2023

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Bidder's Name: _____

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

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

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

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☐ Attorney-in-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title(s)

- ☐ Limited
☒ General

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

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 SAN DIEGO }On 1/19/2023 before me, SANDRA FIGUEROA, NOTARY PUBLIC

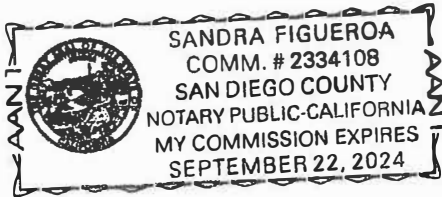
Date

Here Insert Name and Title of the Officer

personally appeared TRACY LYNN RODRIGUEZ

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.

Place Notary Seal and/or Stamp Above

Signature

A handwritten signature in blue ink, appearing to read 'S. Figueroa', written over a horizontal line.

Signature of Notary Public

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: TRACY LYNN RODRIGUEZ

Signer's Name: _____

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

Signer is Representing: _____

Signer is Representing: _____

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Mark D. Iatarola, John G. Maloney, Helen Maloney, Sandra Figueroa, Tracy Lynn Rodriguez, jointly or severally

in the City of Escondido, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of November, 2022.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of November, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company** this 19th day of JANUARY, 2023.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

DESIGNATION OF SUBCONTRACTORS

The subcontractor listed below will perform work or labor or render service to the successful Bidder in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the successful Bidder, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the Bidder shall set forth below:

- (a) The portion of the work to be done by the subcontractor;
- (b) The name and the location of the place of business;
- (c) The California contractor license number; and
- (d) The DIR public works contractor registration number.

If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number
N/A				
N/A				

Bidder's Name: A2Z Construct Inc

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number
N/A				
N/A				
N/A				
N/A				
N/A				

Bidder's Name: A2Z Construct Inc

BIDDER INFORMATION AND EXPERIENCE FORM

INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: A2Z Construct Inc
- 2.0 Type, if Entity: Corporation
- 3.0 Bidder Address: PO Box 80425, Rancho Santa Margarita, CA
- 949-589-4274 949-283-5179
Facsimile Number Telephone Number
a2zconstructinc2@aol.com
Email Address
- 4.0 How many years has Bidder's organization been in business as a Contractor?
26
- 5.0 How many years has Bidder's organization been in business under its present name? 13
- 5.1 Under what other or former names has Bidder's organization operated? N/A
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 03/18/2010
- 6.2 State of Incorporation: CA
- 6.3 President's Name: Matthew Jafari
- 6.4 Vice-President's Name(s): _____
- 6.5 Secretary's Name: Charlene Jafari
- 6.6 Treasurer's Name: _____

Bidder's Name: A2Z Construct Inc

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

Framing, flooring, concrete, minor plumbing, cabinets, countertops,

HVAC, door & hardware, painting, drywall, fencing, grading, demo, and window/coverings.

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

13.0 List Trade References:

Irvine Pipe and Supply 714-241-7050

Dunn Edwards 949-459-1195

Bidder's Name: A2Z Construct Inc

CED 949-582-9500

14.0 List Bank References (Bank and Branch Address):

Wells Fargo, Rancho Santa Margarita, CA 949-766-4640

15.0 Name of Bonding Company and Name and Address of Agent:

Contractors Bonding and Insurance Co.

Maloney & Associates Insurance Services

435 W. Grand Avenue, Escondido, CA 92025

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
Cadaver Lab	Coastline College Newport Beach	Tbar Ceiling, Room Addition, Metal Stud	Ongoing	\$490,000.00
	Randy Flint 714-371-6898	Framing, Light Fixture, HVAC		
City Yard Office Remodel	La Palma Douglas Benash	Framing, Plumbing, HVAC, Electrical,	Ongoing	\$457,000.00
	626-203-2849	Flooring, Drywall, Painting, Cabinets,		
		Door/Hardware, & Windows.		
Telescope Farm	Orange Coast College	Grading, Concrete, Flatwork, Electrical, and Data	Ongoing	\$270,000.00
	James Farrow 310-704-2776			

LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
1) Tustin Family Youth Center	City of Tustin Marilyn Buescher 714-573-3334	Exterior paint, concrete, shade structure, and patio overhead wood replacement	06/30/2022	\$93,890.00
2) City Hall Improvement	City of Placentia Kevin Koura 714-920-7604	LVT Flooring, painting ADA restroom, doors, electrical, HVAC, fire alarm, roofing, courtyard fountain and tile	09/11/2021	\$245,000.00
3) Office Reno			12/15/2022	\$465,000.00
4) Craycraft Park & Restroom	City of Mission Viejo Jerry Hill 949-470-3085	Concrete walkway, patio \$ concrete slab sewer line & metal column	08/2020	\$161,555.00
5) Grant Howald Park Restroom Renovation	City of Newport Beach Tom Sandefur 949-644-3321	Demo flooring, new tiles, toilet partitions, & plumbing fixtures	April 2021	\$100,000.00

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Matthew Jafari, President 100%

2. Summarize each person's specialized education:

Estimating, bidding, ADA regulations, General Engineering Contractor A License

General Building Contractor B License, Department of Labor certification for

Construction Industry Outreach

3. List each person's years of construction experience relevant to the project:

26 years

4. Summarize such experience:

Retrofitting with moment frames, anchor ties, infield, concrete fitting and grade

beams. New building construction and remodel. Concrete block, slab, rebar,

foundation, & soil prep. Minor electrical, HVAC, framing, drywall, painting, & door and hardware,

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

N/A

Bidder's Name: A2Z Construct Inc

NON-COLLUSION DECLARATION

The undersigned declares:

I am the President of A2Z Construct Inc, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the Bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 01/22/2023 [date], at Rancho Santa Margarita [city], California [state].

Name of Bidder A2Z Construct Inc

Signature 

Name Matthew Jafari

Title President

Bidder's Name: A2Z Construct Inc

PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: A2Z Construct Inc

DIR Registration Number: 1000012937

DIR Registration Expiration: 06/30/2024

Small Project Exemption: Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the Project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the Project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the Bid is non-responsive.

Name of Bidder A2Z Construct Inc

Signature 

Name and Title Matthew Jafari, President

Dated 01/22/2022

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

Bidder's Name: A2Z Construct Inc

CITY OF STANTON

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)**


FAMILY RESOURCE CENTER RENOVATION PROJECT

(To be executed by bidder and submitted with its bid)

As required by Public Contract Code ("PCC") Section 2204 for contracts of \$1,000,000 or more, please insert Bidder's or financial institution's name and Federal ID Number (if available) and complete one of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC Section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending Twenty Million Dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. [PCC Section 2204(a).]

Bidder Name/Financial Institution (Printed) A2Z Construct Inc		Federal ID Number (or N/A) 33-0943514
By (Authorized Signature) 		
Printed Name and Title of Person Signing Matthew Jafari		
Date Executed 01/22/2023	Executed in Rancho Santa Margarita, CA	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder Name/Financial Institution (Printed)		Federal ID Number (or N/A)
By (Authorized Signature)		
Printed Name and Title of Person Signing		Date Executed

Bidder's Name: A2Z Construct Inc

CITY OF STANTON

**SUFFICIENT FUNDS DECLARATION
(Labor Code Section 2810)**

FAMILY RESOURCE CENTER RENOVATION PROJECT


(To be executed by bidder and submitted with its bid)

Owner: **City of Stanton**
Contract: Family Resource Center Renovation Project

I, Matthew Jafari, declare that I am the President
[insert title] of A2Z Construct Inc [the entity], the entity making and submitting the bid for the
above Contract that accompanies this Declaration, and that such bid includes sufficient funds to permit
A2Z Construct Inc [the entity] to comply with all local, State or Federal labor laws or regulations
during performance of the Contract, including payment of prevailing wage, and that A2Z Construct Inc
[the entity] will comply with the provisions of Labor Code Section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct
and executed on January 22nd 20 23, at Rancho Santa Margarita [City], CA [State].

Date: 01 / 22 023


Signature

Print Name: Matthew Jafari

Print Title: President

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/ consultant and should be submitted with their bid/proposal. The CITY of Stanton will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: _____	Phone: _____
Address: _____	Fax: _____
Contact Person: _____	No. of years in business: _____
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: ____ NO: ____	
Type of work/services/materials provided by firm? _____	

<hr/>	
What was your firm's Gross Annual receipts for last year?	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
More than \$15 Million	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State, or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: No Federal/State: N/A

If "yes", identify and describe, (including agency and status):

N/A

Have the penalties been paid? Yes/No: N/A

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: No Code/Laws: N/A Section/Article: N/A

If "yes", identify and describe, (including agency and status):

N/A

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state, or local project because of a violation of law or a safety regulation?

Yes/No: No

If yes, provide the following information (if more than once, use separate sheets):

Date: _____ Entity: _____

Location: _____

Reason: _____

Provide Status and any Supplemental Statement: _____

Has your firm been reinstated by this entity?

Yes/No: _____

Certification of Understanding and Authorization

Family Resource Center Renovation Project
PROJECT NAME/NUMBER

City of Stanton
AWARDING AGENCY

A2Z Construct Inc
COMPANY NAME

PO Box 80425, Rancho Santa Margarita, CA 92688
COMPANY ADDRESS

739539
LICENSE NUMBER

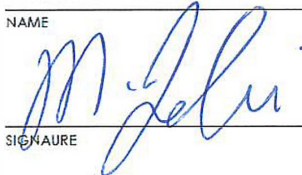
N/A
EMPLOYER IDENTIFICATION NUMBER

02-120-3959
DUNS NUMBER

This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

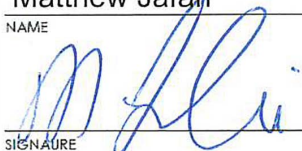
PAYROLL OFFICER: (Individual Responsible for Signing Statements of Compliance)

Matthew Jafari
NAME

SIGNATURE

President
TITLE

01/22/2023
DATE

PRINCIPAL OWNER / GENERAL PARTNER: (Listed on CSLB Personnel List)

Matthew Jafari
NAME

SIGNATURE

President
TITLE

01/22/2023
DATE

Non-Segregated Facilities Certification

Family Resource Center Renovation Project

PROJECT NAME

N/A

PROJECT NUMBER

TBD

BID/CONTRACT DOLLAR AMOUNT

A2Z Construct Inc

COMPANY NAME

PO Box 80425, Rancho Santa Margarita, CA 92688

COMPANY ADDRESS

739539

LICENSE NUMBER

N/A

EMPLOYER IDENTIFICATION NUMBER

02-120-3959

DUNS NUMBER

The federally-assisted construction contractor certifies that he/she does not and will not:

1. Maintain or provide, for his/her employees, any segregated facilities at any of his/her establishments.
2. Permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained.

The federally assisted contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term segregated facilities means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

The federally-assisted contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Matthew Jafari

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL SIGNATURE

President

AUTHORIZED OFFICIAL TITLE/CAPACITY

01/22/2023

DATE

NON-DISCRIMINATION CERTIFICATION

As suppliers of goods or services to the City of Stanton, the firm listed below certifies that it does not discriminate in its employment with regard to age/handicap, race, color, religion, sex, or national origin; that it is in compliance with all federal, state, and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal employment opportunity in employment.

We agree specifically:

1. To establish or observe employment policies, which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

FIRM A2Z Construct Inc

NAME OF PERSON SIGNING Matthew Jafari

TITLE OF PERSON SIGNING President

DATE 01/22/2023

Please include any additional information available regarding equal opportunity employment programs now in effect within your company.

N/A

Past Performance Certification

Family Resource Center Renovation Project	N/A	2
<small>PROJECT NAME</small>	<small>PROJECT NUMBER</small>	<small>NUMBER OF EMPLOYEES</small>
A2Z Construct Inc		
<small>COMPANY NAME</small>		
PO Box 80425, Rancho Santa Margarita, CA 92688		
<small>COMPANY ADDRESS</small>		
739539	N/A	02-120-3959
<small>LICENSE NUMBER</small>	<small>EMPLOYER IDENTIFICATION NUMBER</small>	<small>DUNS NUMBER</small>

The ☒ bidder, ☐ proposed sub-contractor, hereby certifies that he/she ☐ has, ☒ has not, participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 10925, 11114, or 11246, and that he/she ☐ has, ☒ has not, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Matthew Jafari	President
<small>AUTHORIZED OFFICIAL NAME</small>	<small>AUTHORIZED OFFICIAL TITLE/CAPACITY</small>
	01/22/2023
<small>AUTHORIZED OFFICIAL SIGNATURE</small>	<small>DATE</small>

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt). Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the U.S. Department of the Interior or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SF-100 (EEO-1) must be filed by:

(A) All private employers who are:

- (1) Subject to Title VII of the Civil Rights Act of 1964 (as amended) with 100 or more employees.
- (2) Subject to Title VII who has fewer than 100 employees, if the company is owned or affiliated with another company, or there is centralized ownership, control or management so that the group legally constitutes a single enterprise, and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who:

- (1) Are not exempt as provided for by 41 CFR 60-1.5
- (2) Have 50 or more employees, and
 - a. Are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or
 - b. Serve as a depository of Government funds in any amount, or
 - c. Is a financial institution, which is an issuing, and paying agent for U.S. Savings Bonds and Notes.

Notice of Equal Employment Opportunity

TO: Whom it may concern
NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.

TBD
ADDRESS

Family Resource Center Renovation Project N/A TBD
PROJECT NAME PROJECT NUMBER BID/CONTRACT DOLLAR AMOUNT

A2Z Construct Inc
COMPANY NAME

PO Box 80425, Rancho Santa Margarita, CA 92688
COMPANY ADDRESS

739539 N/A 02-120-3959
LICENSE NUMBER EMPLOYER IDENTIFICATION NUMBER DUNS NUMBER

The Undersigned currently holds a contract with (pending) City of Stanton
involving funds of the U. S. Government, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Executive Order 11246, the undersigned is obligated not to discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. This obligation not to discriminate in employment includes, but is not limited to the follow:

1. Hiring, placement, upgrading, transfer or demotion;
2. Recruitment, advertising or solicitation for employment;
3. Treatment during employment;
4. Rates of pay or other forms of compensation;
5. Selection for training, including apprenticeship; and
6. Layoff or termination.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Executive Order 11246. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Matthew Jafari
AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL SIGNATURE

President
AUTHORIZED OFFICIAL TITLE/CAPACITY
01/22/2023
DATE

Minority and Women's Business Enterprise Tiered Compliance Plan

THIS PLAN MUST BE SUBMITTED WITH YOUR BID FOR THIS FEDERALLY-FUNDED CONTRACT OPPORTUNITY

PART 1

DATE <u>01/22/2023</u>	PROJECT NAME <u>Family Resource Center Renovation Project</u>	PROJECT NUMBER <u>N/A</u>
FIRM NAME <u>A2Z Construct Inc</u>	PHONE <u>949-283-5179</u>	
BUSINESS ADDRESS <u>PO Box 80425, Rancho Santa Margarita, CA 92688</u>		

TYPE OF FIRM:

(Check One and Provide Information)

<input type="checkbox"/> Individual	Name of Owner <u>Matthew Jafari</u>
<input checked="" type="checkbox"/> Corporation	State of Incorporation: <u>CA</u>
<input type="checkbox"/> Partnership	Indicate General "G", Limited "L": <u>N/A</u>
	Name of Partners: <u>N/A</u>
<input type="checkbox"/> Joint Venture	Joint Venture Participants: <u>N/A</u>

Number of year(s) firm has been in business under present ownership: 13

OWNERSHIP DEMOGRAPHICS:

(Provide the number of owners by category and the percentage of ownership interest of those individuals by category)

	Black	Hispanic	Alaskan Native/ American Indian	Asian/ Pacific Islander	White	Women
Number					2	1
% of Assets Owned					50%	50%

OWNERSHIP INFORMATION:

(List each owner of the firm that has 5 percent or more of the shares in the firm)

Name	Race	Sex	Years of Ownership	Ownership Percentage	Voting Percentage
Matthew Jafari	Caucasion	Male	13	50 %	50 %
Charlene Jafari	Caucasion	Female	13	50 %	50 %

I certify that the information provided herein is true and correct.


SIGNATURE

01/22/2023
DATE

Federal EIN: 33-0943514

License Number: 739539

DUNS Number: 02-120-3959

IF MORE THAN 50% MINORITY OR WOMEN OWNED, PROCEED TO PART 3.

IF LESS, PROCEED TO PART 2 AND PROVIDE INFORMATION ON SUBCONTRACTS AWARDED TO MBE/WBE FIRMS.

PART 2

MBE AND WBE SUBCONTRACTS AWARDED

DATE _____ PROJECT NAME _____ PROJECT NUMBER _____
FIRM NAME _____ PHONE _____
BID DATE _____ BID AMOUNT _____

N/A

Provide information on each subcontract or supply contract awarded to MBE/WBE firms.
Attach a completed copy of Section 1 (previous page) for each MBE/WBE firm listed below.

Subcontractor Firm Name	Scope of Work / Supplies to be Provided	Check One		Dollar amount contract:	If Certified MBE/WBE, List the Certifying Agency and Date of Certification:
		MBE	WBE		

I certify that the information provided herein is true and correct.

SIGNATURE _____

DATE _____

Subcontract Type	Dollar Amount	Percentage of Total Bid
MBE:	\$ _____	% _____
WBE:	\$ _____	% _____

PROCEED TO PART 3 AND COMPLETE THE CONTRACTING / GOOD FAITH EFFORT AFFIDAVIT

N/A

PART 3

CONTRACTING/GOOD-FAITH EFFORT AFFIDAVIT

This Affidavit must be signed, notarized and submitted with your bid or proposal. In addition, documentation must be attached to demonstrate that a good-faith effort was made to secure MBE/WBE participation. Your good-faith effort will be evaluated in accordance with the various criteria listed below.

Please initial where indicated that you have read and complied with each requirement. Complete the requested forms and provide the requested documentation as a part of this affidavit.

Good Faith Effort Evaluation Criteria	Initial here If true and correct
1. The Bidder/Firm is a bona-fide MBE or WBE firm; or, the Bidder/Firm subcontracted to MBE firm(s) and WBE firm(s).	_____
2. The Bidder/Firm attended a pre-bid meeting hosted by the awarding agency to gain knowledge of the project requirements and goals.	_____
3. The Bidder/Firm advertised the availability of subcontracting or supply opportunities for MBE/WBE firms in connection with this project. If so, complete the following: Media where advertised: _____ Media contact information: _____ Date(s) of advertisement: _____ Attach copies of the advertisement(s) to this form and submit with bid.	_____
4. Interested potential MBE/WBE subcontractors were provided with the project plans and specifications. Attach a list of MBE/WBE firms that received project plans and specifications. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.	_____
5. Follow-up contacts were made with potential MBE/WBE firms which expressed an interest in the project. Attach a list of MBE/WBE firms that your company followed-up with. Include their address, city, state, zip code, contact person, telephone number. Provide a notation of any responses received from those firms.	_____
6. Assistance was requested from organizations which identify potential MBE/WBE firms. Attach a list of organizations consulted to include the name of the organization, address, city, state, zip code, contact person, time and dates contacted, method contacted, and results.	_____

N/A

Good Faith Effort Evaluation Criteria

**Initial here
If true and correct**

7. Potential MBE/WBE firms were contacted and negotiation was made in good faith. _____

Attach a list of MBE/WBE firms that your company negotiated with. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, whether MBE or WBE, if plans or specifications were provided to the other party, and the results of your negotiations. Also attach copies of any internal documents that will evidence the same and submit with bid.

8. Potential MBE/WBE subcontractors were given technical assistance by the bidder or advised that technical assistance was available from the bidder to facilitate understanding of the contract requirements and to complete the paperwork necessary to participate in this contract. _____

Attach a list of MBE/WBE firms that your company provided assistance to. Include the name of the MBE/WBE firm, address, city, state, zip code, contact person, and a description of the technical assistance provided.

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

SIGNATURE _____

DATE _____

TITLE _____

PHONE _____

(NOTARY SEAL)

N/A

ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____
Date Name, Title of Officer

personally appeared _____
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 signatures(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 of Notary

ATTENTION NOTARY: Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document _____
Number of Pages _____ DATE of DOCUMENT _____
Signer(s) Other Than Named Above _____

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

N/A

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Federal Lobbyist Certification

Family Resource Center Renovation Project

N/A

TBD

PROJECT NAME

PROJECT NUMBER

BID/CONTRACT DOLLAR AMOUNT

A2Z Construct Inc

COMPANY NAME

PO Box 80425, Rancho Santa Margarita, CA 92688

COMPANY ADDRESS

739539

N/A

02-120-3959

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

Acting on behalf of the above named firm, as its Authorized Official, I make the following Certification to the U. S. Department of Housing and Urban Development and the body awarding this federally assisted construction contract:

1. No Federal appropriated funds have been paid by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
3. The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Matthew Jafari

AUTHORIZED OFFICIAL NAME

AUTHORIZED OFFICIAL SIGNATURE

President

AUTHORIZED OFFICIAL TITLE/CAPACITY

01/22/2023

DATE

N/A

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable _____
8. Federal Action Number, if known:		9. Award Amount, if known:
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)		b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		Authorized for Local Reproduction Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 09-12-97

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.
SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Not Applicable

Section 3 Business Certification Form

PROJECT NAME

PROJECT NUMBER

BID/CONTRACT AMOUNT

BUSINESS NAME

BUSINESS ADDRESS

TELEPHONE NUMBER

LICENSE NUMBER

EMPLOYER IDENTIFICATION NUMBER

DUNS NUMBER

1. The above named business is a Section 3 Business Concern based on the following qualifications:

- ☐ **51-percent owned by Section 3 Residents**

Number of Section 3 Resident Owners: ____ / Number of Owners: ____ = % ____

(Attach Resident Certifications for all Section 3 owners claimed)

- ☐ **At least 30-percent of permanent, full-time employees are Section 3 Residents**

Number of Section 3 employees ____ / all full-time employees ____ = % ____

(Attach Resident Certifications for all Section 3 employees claimed)

2. The above named business is not a Section 3 business Concern, but commits to meeting the Section 3 goal on this project by:

- ☐ **Making a Written Commitment – (Submit Section 3 Economic Opportunity Plan)**

The Section 3 Economic Opportunity Plan (attached) submitted by our company declares our intention to incorporate Section 3 into our normal hiring practices beginning with all openings effective on or after the date of contract award, with the goal of becoming a Section 3 Business Concern. On this project, our company will:

Hire Section 3 qualified residents at least 30-percent aggregate new hire positions, and/or Subcontract 25-percent or more of the contract amount to Section 3 Businesses.

(Attach the Section 3 Economic Opportunity Plan, Business Certifications for all Section 3 subcontracts claimed, and collect Section 3 Resident Certifications throughout the duration of the project)

The undersigned declares that the above information is complete and correct.

OWNER/PRINCIPAL NAME

SIGNATURE

DATE

Not Applicable

Section 3 Economic Opportunity Plan

Must be submitted with Bid if Box 2 is checked on the Section 3 Business Certification

NOTE: THIS SUBMITTAL MUST INCLUDE NUMERICAL GOALS IN ORDER TO BE RESPONSIVE TO SECTION 3. PART I OR PART II MUST REFLECT NUMERICAL HIRING OR CONTRACTING GOALS.

NAME AND ADDRESS OF CONTRACTOR	FEDERAL IDENTIFICATION: (CONTRACT NO.)	DOLLAR AMOUNT OF BID/AWARD:
	CONTACT PERSON	BID OPENING DATE
	PHONE	FAX

Part I: Employment and Training Commitment

Job Classification	Total New hires	Section 3 New hires	% New hires who are Section 3 Residents
Professionals			%
Technicians			%
Office/Clerical			%
Trade:			%
Trade:			%
Trade:			%
Trade:			%
Trade:			%
Trade:			%
Total:			%

Part II: Contract Award Commitment to Section 3 Businesses (Subcontractors, Suppliers, etc.)

Name of Section 3 business concern	Specify construction or non-construction contract	Contract Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total:		\$
Percentage of the Prime Contract to be awarded to Section 3 Business Concerns:		%

Sample Outreach Efforts for Contractors Seeking to Hire Section 3 Residents

A Section 3 responsive bidder who commits to hire Section 3 Residents by directing employment and training opportunities toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, may use any combination of outreach efforts to meet the Section 3 commitment made when a Section 3 Economic Opportunity Plan has been submitted.

REMEMBER: All employees of a business/firm count toward meeting your Section 3 compliance goals—Section 3 New Hires do not have to be construction workers, they just have to be a part of your permanent, full-time staff.

- At the beginning of the project, and subsequently as positions become available, the Notice of Section 3 Commitment shall be submitted to and/or posted at the following locations:
 - At the site of construction; and
 - At any trade unions or worker's representatives organizations to which the contractor is a signatory.
- Submit a request for dispatch of apprentices to local apprenticeship committees.
- Enter into "first-source" hiring agreements with organizations representing Section 3 residents, such as a local Workforce Investment Board.
- Sponsor a HUD-certified "Step-Up" employment and training program for Section 3 residents.
- Advertise training and employment positions by distributing flyers (Notice of Section 3 Commitment or other flyer that identifies the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development(s) adjacent to the project site.
- Post training and employment position flyers in public housing developments, offices of the local government, and other conspicuous places.
- Contact State-approved apprenticeship programs to gain access to potentially low-income residents who are actively seeking job-placement and training.
- Contact agencies administering HUD Youthbuild programs, and requesting their assistance to recruit current HUD Youthbuild program participants who are in need of permanent placement.
- Advertise any positions to be filled through the local media, such as community television networks, newspapers of general circulation, or commonly-used job placement websites such as www.monster.com

Not Applicable

Section 3 Resident Certification Employee Residing in Orange County

Submit with Bid if Box 1 is checked on Section 3 Business Certification or for New Hires

Name _____

Address _____

I hereby certify that I am a Section 3 resident; based on the following qualification(s):

1. ☐ I am a Public Housing Resident:

Name of Public Housing Site

Address of Public Housing Site

2. ☐ I am a low-income resident of the metropolitan area and:

My household size is:	My household's gross annual income from all sources is:
<input type="checkbox"/> 1	\$52,500 or less
<input type="checkbox"/> 2	\$60,000 or less
<input type="checkbox"/> 3	\$67,500 or less
<input type="checkbox"/> 4	\$74,950 or less
<input type="checkbox"/> 5	\$80,950 or less
<input type="checkbox"/> 6	\$86,950 or less
<input type="checkbox"/> 7	\$92,950 or less
<input type="checkbox"/> 8	\$98,950 or less

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief. I understand the information I provide in this certification is subject to verification, and I agree to provide necessary documentation if requested.

Under the penalty of perjury, I certify that the above information is true and correct.

Employee Signature

Date

The above-named person was hired previously to this certification on: _____

The above-named person is a new hire as of: _____

The above-named person's job title is: _____

Company Name: _____

Employer Name/Signature: _____

Notice of Section 3 Commitment
Submit with Bid, Post at Jobsite, Forward to Labor Unions

TO: To Whom it May Concern

(NAME OF LABOR UNION, WORKERS REPRESENTATIVE, ETC.)

TBD

(ADDRESS)

A2Z Construct Inc

NAME OF BUSINESS/CONTRACTOR

Family Resource Center Renovation Project

PROJECT NAME

N/A

PROJECT NUMBER

The undersigned currently holds a contract with Pending-Not Applicable involving federal housing and community development assistance from the U.S. Department of Housing and Urban Development, or has a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obligated to the greatest extent feasible, to give opportunities for employment and training to lower income residence of the project area and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by project area residence.

Regarding current employment opportunities for Section 3, the minimum number and job titles are:

Minimum Number	Job Classification

Regarding job referrals, request that consideration be given to the assignment of persons residing in the service area or neighborhood in which the project is located.

The anticipated date the work will begin is TBD

For additional information, please contact:

Matthew Jafari

CONTACT PERSON'S NAME

President

TITLE

at (949) 283-5179

PHONE

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968. Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

Matthew Jafari

PRINT NAME

01/22/2023

DATE


SIGNATURE

President

TITLE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** ____, **has not** X been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

N/A

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Compliance with Clean Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

1. A stipulation by the contractor or subcontractors, that any facility to be utilized in the performance of any non exempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
4. Agreement by the contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

Note: Signing this Proposal on the signature portion thereof shall also constitute the Contractor's agreement to comply with the stipulations identified herein this Compliance with Clean Air and Water Acts.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**NOTE: THE FOLLOWING SECTION 3
ECONOMIC OPPORTUNITY REPORT
MUST BE SUBMITTED BY THE
CONTRACTOR IN ACCORDANCE
WITH THE SECTION 3 COMPLIANCE
INSTRUCTIONS.**

Not Applicable

Section 3 Economic Opportunity Report

If a Section 3 Economic Opportunity Plan was submitted with the Bid, or upon request,
Submit with Final Certified Payroll Report or on July 1st, whichever occurs first.

CONTRACTOR NAME AND ADDRESS	PROJECT NUMBER:	DOLLAR AMOUNT OF CONTRACT:
	CONTRACTOR CONTACT PERSON:	PHONE: (INCLUDE AREA CODE)
	DATE REPORT SUBMITTED:	DATE(S) COVERED:
	CONTRACTOR'S LICENSE NUMBER AND CLASS:	FEDERAL BID:

Part I: Employment/Training of Section 3 Residents (Minimum Goal: 30% of New Hires)

Job Category	Number of New Hires	Number of New Hires that are Section 3 Residents	% of Aggregate Number of Staff Hours of New Hires that are Sec. 3 Residents	% of Total Staff Hours for Section 3 Employees and Trainees	Number of Section 3 Trainees
Professionals					
Technicians					
Office/Clerical					
Trade:					
Trade:					
Trade:					
Trade:					
Trade:					
TOTALS:			%	%	

Part II: Subcontracts Awarded (Minimum Subcontract Goal is 25% of the Prime Contract Amount)

Number of Subcontracts awarded:		Number of Section 3 Businesses Contracted:	
Name of Qualified Business Concern		Construction or Non-construction Contract	Amount
			\$
			\$
			\$
			\$
Total Dollar Amount of Subcontracts awarded to Section 3 qualified Business Concerns:			\$
Dollar Amount of All Subcontracts:			\$
Percentage of the total dollar amount awarded to qualified Business Concerns:			%

Not Applicable

Part III: Summary of the efforts that were made to generate economic opportunities

- ☐ Trained and/or Employed ____ low-income individuals equal to ____ (%) of the aggregate new hires. (Attach Resident Certifications)
- ☐ Awarded a Subcontract to ____ qualified Business Concerns equal to ____ (%) of the contract amount. (Attach Business Certifications)
- ☐ Attempted to recruit low-income individuals through:
- ☐ Advertised through local media, television, radio, newspaper (Attach copy of advertisement)
 - ☐ Signs prominently displayed at the project site
 - ☐ Contacts with community organizations
 - ☐ Contacted management to notify residents and posted or distributed flyers at public housing authority (Attach list)
- ☐ Participated in a HUD program or other program which promotes the training or employment of low-income individuals
- ☐ Participated in a HUD program or other program which promotes the award of contracts to Section 3 Qualified Business Concerns
- ☐ Contacted agencies administering HUD Youth-Build programs. (Attach list)
- ☐ Maintained a file of eligible qualified low-income Residents and qualified Business Concerns for future employment.

OTHER: (Describe and attach supporting documentation)

According to Title 18, Section 1001 of the U.S. Code, it is a felony for any person to knowingly and willingly make false or fraudulent statements to any department of the United States Government. I, the undersigned, hereby certify that all statements contained herein, are true and correct to the best of my knowledge and belief.

Under the penalty of perjury, I certify that the above information is true and correct.

SIGNATURE

DATE

TITLE

PHONE

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 14, 2023

SUBJECT: AMENDMENT NO. 1 FOR THE MAGNOLIA STREET REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT COOPERATIVE SERVICE AGREEMENT WITH ORANGE COUNTY TRANSPORTATION AUTHORITY

REPORT IN BRIEF:

The City Council will consider a first amendment to the Cooperative Agreement between the City of Stanton and the Orange County Transportation Authority (OCTA) for the Magnolia Street Regional Traffic Signal Synchronization Project, currently set to expire on June 30, 2023. OCTA provided an Amendment to the existing Cooperative Agreement to extend the term for an additional 24 months from June 30, 2023 to June 30, 2025 as well as update the City's contact information. OCTA is requesting the term extension to allow sufficient time to complete the Operations & Maintenance (O&M) tasks along with necessary project closeout tasks. In addition, staff is requesting City Council approval for an appropriation of \$50,000 to encumber the City's matching contribution as part of the Cooperative Agreement.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approve Amendment No. 1 to the existing Cooperative Agreement No. C-7-1828 with OCTA; and
3. Authorize the City Manager to execute Amendment No. 1 to the existing Agreement with OCTA; and
4. Appropriate \$50,000 from the Gas Tax Fund (#211) to encumber the City's matching contribution.

BACKGROUND:

On September 26, 2017, City Council approved OCTA Cooperative Agreement No. C-7-1828 to participate in Measure M2 Funding for the Magnolia Street Regional Traffic Signal Synchronization Project. In addition, the Council appropriated the matching contribution for the project. However, these funds were never encumbered for the project, nor was the budget requested for carryover at the end of Fiscal Year 2017/18. As a result, the appropriation lapsed.

The Project included improvements to reduce travel time along the Magnolia Street corridor and upgrade of infrastructure to increase safety of pedestrians and the community. OCTA was the lead agency implementing the project. The Project is currently in the O&M stages for timing implementation.

ANALYSIS/JUSTIFICATION:

OCTA provided the City with Amendment No. 1 to Cooperative Agreement No. C-7-1828 for approval. The amendment consists of a term extension for an additional 24 months from June 30, 2023 to June 30, 2025 as well as updating information on City contacts.

OCTA is requesting an extension of the Cooperative Agreement to ensure that there is enough time to complete the O&M and all necessary project closeouts following completion, which includes receipt of cash and in-kind matches from participating agencies.

O&M started on August 2021 for the City of Stanton and is expected to be completed in August 2023.

FISCAL IMPACT:

Staff is requesting Council approval to appropriate \$50,000 from the Gas Tax Fund (#211) to encumber the City's matching contribution per the Cooperative Agreement. The Gas Tax Fund has approximately \$1.7 million of funds available.

ENVIRONMENTAL IMPACT:

This project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 3: Provide a high-quality infrastructure.

Prepared by: Han Sol Yoo, E.I.T, Associate Engineer

Reviewed by: Cesar Rangel, Public Works Director/City Engineer

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Amendment No. 1
- B. Magnolia Street Regional Traffic Signal Synchronization Project Cooperative Agreement No. C-7-1828

1 **AMENDMENT NO. 1 TO**
2 **COOPERATIVE AGREEMENT NO. C-7-1828**
3 **BETWEEN**
4 **ORANGE COUNTY TRANSPORTATION AUTHORITY**
5 **AND**
6 **CITIES OF ANAHEIM, FOUNTAIN VALLEY, FULLERTON, GARDEN GROVE,**
7 **HUNTINGTON BEACH, STANTON**
8 **AND**
9 **WESTMINSTER**
10 **FOR**
11 **MAGNOLIA STREET REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT**

12 **THIS AMENDMENT NO. 1** is effective this ____day of _____ 2023, by and between
13 the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange,
14 California 92863-1584, a public corporation of the State of California (hereinafter referred to as
15 “AUTHORITY”), and the cities of Anaheim, Fountain Valley, Fullerton, Garden Grove, Huntington
16 Beach, Stanton, and Westminster; (hereinafter referred to as “PARTICIPATING AGENCIES”) each
17 individually known as “Party” and collectively known as the “Parties”.

18 **RECITALS:**

19 **WHEREAS**, AUTHORITY and PARTICIPATING AGENCIES entered into Cooperative
20 Agreement No. C-7-1828, dated March 1, 2018, to work together in coordinating traffic signals across
21 multiple jurisdictional boundaries as a part of the Renewed Measure M (M2) Regional Traffic Signal
22 Synchronization Program (RTSSP or Project P) to enhance countywide traffic flow and reduce
23 congestion; and

24 **WHEREAS**, PARTICIPATING AGENCIES and AUTHORITY agree to extend the term of the
25 Agreement for twenty four (24) months through June 30, 2025 to allow for project completion; and

26 **WHEREAS**, AUTHORITY and City of Fullerton agree to update their contact information; and

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-7-1828**

1 **WHEREAS**, AUTHORITY and City of Stanton agree to update their contact information; and

2 **WHEREAS**, the City of Anaheim's City Council approved this Amendment No. 1 on the

3 _____ day of _____, 20____; and

4 **WHEREAS**, the City of Fountain Valley's City Council approved this Amendment No. 1 on the

5 _____ day of _____, 20____; and

6 **WHEREAS**, the City of Fullerton's City Council approved this Amendment No. 1 on the

7 _____ day of _____, 20____; and

8 **WHEREAS**, the City of Garden Grove's City Council approved this Amendment No. 1 on the

9 _____ day of _____, 20____.

10 **WHEREAS**, the City of Huntington Beach's City Council approved this Amendment No. 1 on

11 the _____ day of _____, 20____; and

12 **WHEREAS**, the City of Stanton's City Council approved this Amendment No. 1 on the

13 _____ day of _____, 20____; and

14 **WHEREAS**, the City of Westminster's City Council approved this Amendment No. 1 on the

15 _____ day of _____, 20____.

16 **NOW, THEREFORE**, it is mutually understood and agreed that Cooperative Agreement
17 No. C-7-1828 is hereby amended in the following particulars only:

18 1. Amend **ARTICLE 9. ADDITIONAL PROVISIONS**, Page 9 of 19, paragraph A, line 23,
19 to delete "June 30, 2023" as the expiration date of the Agreement and in lieu thereof insert "June 30,
20 2025".

21 2. Amend **ARTICLE 9. ADDITIONAL PROVISIONS**, Pages 11-12 of 19, paragraph M,
22 to delete in its entirety and in lieu thereof insert the following:

23 /

24 /

25 /

26 /

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-7-1828**

To ANAHEIM:	To AUTHORITY:
City of Anaheim	Orange County Transportation Authority
201 S. Anaheim Blvd.	550 South Main Street
Suite 502	P. O. Box 14184
Anaheim, CA 92805	Orange, CA 92863-1584
Attention: John Thai	Attention: Michael Le
Principal Traffic Engineer	Senior Contract Administrator
Tel: (714) 765-5294	Tel: (714) 560-5314
Email: jthai@anaheim.net	E-mail: mle1@octa.net
To FOUNTAIN VALLEY:	To FULLERTON:
City of Fountain Valley	City of Fullerton
10200 Slater Avenue	303 West Commonwealth Avenue
Fountain Valley, CA 92708	Fullerton, CA 92832
Attention: Temo Galvez	Attention: Stephen Bise
Deputy Director Public Works/City Engineer	City Engineer/Assistant Public Works Director
Tel: (714) 593-4517	Tel: (714) 738-6852
Email: temo.galvez@fountainvalley.org	Email: Stephen.Bise@cityoffullerton.com
To GARDEN GROVE:	To HUNTINGTON BEACH:
City of Garden Grove	City of Huntington Beach
11222 Acacia Parkway	2000 Main Street
Garden Grove, CA 92842	Huntington Beach, CA 92648
Attention: Dai Vu	Attention: William Janusz
Traffic Engineer	Principal Civil Engineer
Tel: (714) 741-5189	Tel: (714) 374-1628
Email: daiv@garden-grove.org	Email: wjanusz@surfcity-hb.org

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**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-7-1828**

To STANTON:	To WESTMINSTER:
City of Stanton	City of Westminster
7800 Katella Avenue Stanton, CA 90680	8200 Westminster Blvd. Westminster, CA 92683
Attention: Cesar Rangel Public Works Director/City Engineer Tel: (714) 890-4203 Email: crangel@stantonca.gov	Attention: Adolfo Ozaeta, P.E. Traffic Engineer Tel: (714) 548-3462 Email: aozaeta@ci.westminster.ca.us

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**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-7-1828**

The balance of Cooperative Agreement No. C-7-1828 remains unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to Cooperative Agreement No. C-7-1828 to be executed as of the date of the last signature below.

CITY OF ANAHEIM

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Ashleigh Aitken
Mayor

By: _____
Meena Katakia
Manager, Capital Projects

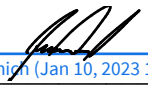
Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Theresa Bass, CMC
City Clerk

By:  _____
James Donich (Jan 10, 2023 11:11 PST)
James M. Donich
General Counsel

Dated: _____

Dated: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Dated: _____

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-7-1828**

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 1 to
3 Cooperative Agreement No. C-7-1828 to be executed as of the date of the last signature below.

4 **CITY OF FOUNTAIN VALLEY**

5
6 By: _____
7 Patrick Harper
8 Mayor

9 Dated: _____

10 **ATTEST:**

11
12 By: _____
13 Rick Miller
14 City Clerk

15 Dated: _____

16 **APPROVED AS TO FORM:**

17
18
19 By: _____
20 City Attorney

21
22 Dated: _____

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-7-1828**

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 1 to
3 Cooperative Agreement No. C-7-1828 to be executed as of the date of the last signature below.

4 **CITY OF FULLERTON**

5
6 By: _____
7 Eric Levitt
8 City Manager

9 Dated: _____

10 **ATTEST:**

11
12 By: _____
13 Lucinda Williams
14 City Clerk

15 Dated: _____

16 **APPROVED AS TO FORM:**

17
18
19 By: _____
20 Richard D. Jones
21 City Attorney

22 Dated: _____
23
24
25
26

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-7-1828**

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 1 to
3 Cooperative Agreement No. C-7-1828 to be executed as of the date of the last signature below.

4 **CITY OF GARDEN GROVE**

5
6 By: _____
7 Scott Stiles, ICMA-CM
8 City Manager

9 Dated: _____

10 **ATTEST:**

11
12 By: _____
13 Teresa Pomeroy
14 City Clerk

15 Dated: _____

16 **APPROVED AS TO FORM:**

17
18
19 By: _____
20 Omar Sandoval
21 City Attorney

22 Dated: _____
23
24
25
26

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-7-1828**

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 1 to
3 Cooperative Agreement No. C-7-1828 to be executed as of the date of the last signature below.

4 **CITY OF HUNTINGTON BEACH**

5
6 By: _____
7 Tony Strickland
8 Mayor

9 Dated: _____

10 **ATTEST:**

11
12 By: _____
13 Robin Estanislau
14 City Clerk

15 Dated: _____

16 **APPROVED AS TO FORM:**

17
18
19 By: _____
20 Michael E. Gates
21 City Attorney

22 Dated: _____
23
24
25
26

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-7-1828**

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 1 to
3 Cooperative Agreement No. C-7-1828 to be executed as of the date of the last signature below.

4 **CITY OF STANTON**

5
6 By: _____
7 Hannah Shin-Heydorn
8 City Manager

9 Dated: _____

10 **ATTEST:**

11
12 By: _____
13 Patricia A. Vazquez
14 City Clerk

15 Dated: _____

16 **APPROVED AS TO FORM:**

17
18
19 By: _____
20 City Attorney

21
22 Dated: _____

**AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT NO. C-7-1828**

1 This Agreement shall be made effective upon execution by all Parties.

2 **IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 1 to
3 Cooperative Agreement No. C-7-1828 to be executed as of the date of the last signature below.

4 **CITY OF WESTMINSTER**

5
6 By: _____
7 Chi Charlie Nguyen
8 Mayor

9 Dated: _____

10 **ATTEST:**

11
12 By: _____
13 Lucie Colombo
14 Interim City Clerk

15 Dated: _____

16 **APPROVED AS TO FORM:**

17
18
19 By: _____
20 Christian L. Bettenhausen
21 City Attorney

22 Dated: _____
23
24
25
26

COOPERATIVE AGREEMENT NO. C-7-1828

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITIES OF ANAHEIM, FOUNTAIN VALLEY, FULLERTON, GARDEN GROVE,

HUNTINGTON BEACH, STANTON

AND

WESTMINSTER

FOR

MAGNOLIA STREET REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT

THIS COOPERATIVE AGREEMENT (Agreement), is effective this 1st day of March, 2018, by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of California (herein referred to as "AUTHORITY") and the cities of Anaheim, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Stanton, and Westminster; (hereinafter referred to as "PARTICIPATING AGENCIES") each individually known as "Party" and collectively known as the "Parties".

RECITALS:

WHEREAS, the AUTHORITY in cooperation with the PARTICIPATING AGENCIES is working together in coordinating traffic signals across multiple jurisdictional boundaries as a part of the Renewed Measure M (M2) Regional Traffic Signal Synchronization Program (RTSSP or Project P) to enhance countywide traffic flow and reduce congestion; and

WHEREAS, the AUTHORITY has completed the competitive 2016 Call for Projects (hereinafter, "2016 CALL") in support of Project P and awarded Project P funds based on the application (hereinafter, "APPLICATION") prepared by the City of Anaheim (hereinafter referred to as the "APPLICANT

/

/

1 AGENCY”) for implementation of signal synchronization of traffic signals along Magnolia Street
2 (hereinafter, “PROJECT”); and

3 **WHEREAS**, the PARTICIPATING AGENCIES in their approved APPLICATION have elected to
4 designate the AUTHORITY and the AUTHORITY has agreed to act as the implementing agency to carry
5 out PROJECT; and

6 **WHEREAS**, the PROJECT will include approximately fifty (50) traffic signalized intersections
7 as identified in the APPLICATION; and

8 **WHEREAS**, the PROJECT will include Intelligent Transportation System (ITS) elements
9 identified in the APPLICATION including certain hardware and software upgrades to intersection and
10 central control systems including Advanced Transportation Controller units (ATC), traffic telematics
11 and interconnect systems, Advanced Transportation Management Systems (ATMS), Roadside Units
12 (RSU), and other associated systems (hereinafter collectively referred to as “ITS ELEMENTS”), will
13 be constructed and/or installed and implemented as part of the PROJECT as identified in the
14 APPLICATION; and

15 **WHEREAS**, the AUTHORITY agrees to work with PARTICIPATING AGENCIES to coordinate
16 the inclusion of other ITS elements (hereinafter OTHER ELEMENTS) that should be installed at the
17 same time as the construction of the PROJECT and are not part of this Agreement; and

18 **WHEREAS**, all costs associated with the inclusion of these OTHER ELEMENTS are the sole
19 responsibility of the AGENCY owning each and any of those OTHER ELEMENTS during the course
20 of the project; and

21 **WHEREAS**, AUTHORITY and each respective Party acknowledge and understand that in-house
22 resources (staff) from Party will provide various services for PROJECT; and

23 **WHEREAS**, AUTHORITY and each respective Party acknowledge and understand that
24 PROJECT costs for various types of additional work required by each respective Party, by its staff, or by
25 policy, may not have been included in the original application and therefore costs to contractors to comply
26 with additional work are not included in the PROJECT allocation; and

1 **WHEREAS**, AUTHORITY and Parties agree that these costs will be paid by PROJECT; and

2 **WHEREAS**, Parties and each respective Party acknowledge and understand that the costs for
3 the additional work may be reversed by AUTHORITY's Audit; and

4 **WHEREAS**, based on AUTHORITY Board of Directors' approved PROJECT ALLOCATION and
5 Application, the AUTHORITY agrees to implement the PROJECT; and

6 **WHEREAS**, the PARTICIPATING AGENCIES per the M2 Ordinance, agree to provide
7 PROJECT funding in a combined cash and in-kind services match of at Six Hundred Seventy Seven
8 Thousand Nine Hundred Twenty Three Dollars (\$677,923.00), as shown in Attachment A, or equivalent
9 to at least twenty percent (20%) of PROJECT cost; and

10 **WHEREAS**, the AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this
11 Agreement to implement the PROJECT in support of Project P; and

12 **WHEREAS**, this Agreement defines the specific terms, conditions, and funding responsibilities
13 between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation of the
14 PROJECT; and

15 **WHEREAS**, the AUTHORITY's Board of Directors authorized funding for the PROJECT on
16 April 11, 2016; and

17 **WHEREAS**, the AUTHORITY's Board of Directors authorized this Cooperative Agreement on the
18 11th day of SEPTEMBER, 20 17.

19 **WHEREAS**, the City of Anaheim's City Council approved this Agreement on the 7th day of
20 NOVEMBER, 20 17.

21 **WHEREAS**, the City of Fountain Valley's City Council approved this Agreement on the 17th
22 day of OCTOBER, 20 17.

23 **WHEREAS**, the City of Fullerton's City Council approved this Agreement on the 7th day of
24 NOVEMBER, 20 17.

25 **WHEREAS**, the City of Garden Grove's City Council approved this Agreement on the 10th day
26 of OCTOBER, 20 17.

1 **WHEREAS**, the City of Huntington Beach's City Council approved this Agreement on the 6th
2 day of NOVEMBER, 20 17.

3 **WHEREAS**, the City of Stanton's City Council approved this Agreement on the 26th day of
4 SEPTEMBER, 20 17.

5 **WHEREAS**, the City of Westminster's City Council approved this Agreement on the 31st day
6 of JANUARY, 20 18.

7 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and the
8 PARTICIPATING AGENCIES as follows:

9 **ARTICLE 1. COMPLETE AGREEMENT**

10 A. This Agreement, including any attachments incorporated herein and made applicable by
11 reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this
12 Agreement between AUTHORITY and PARTICIPATING AGENCIES and it supersedes all prior
13 representations, understandings, and communications. The invalidity in whole or in part of any term or
14 condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement.
15 The above referenced Recitals are true and correct and are incorporated by reference herein.

16 B. AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES'
17 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
18 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or
19 condition(s), and PARTICIPATING AGENCIES' obligation in respect thereto shall continue in full force
20 and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when
21 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
22 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

23 C. PARTICIPATING AGENCIES' failure to insist on any instance(s) of AUTHORITY's
24 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or
25 relinquishment of PARTICIPATING AGENCIES' right to such performance or to future performance of
26 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force

1 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING
2 AGENCIES except when specifically confirmed in writing by an authorized representative of
3 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in
4 accordance with the provisions of this Agreement.

5 **ARTICLE 2. SCOPE OF AGREEMENT**

6 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the
7 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree
8 that each will cooperate and coordinate with the other in all activities covered by this Agreement and any
9 other supplemental agreements that may be required to facilitate purposes thereof.

10 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

11 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

12 A. AUTHORITY shall implement the PROJECT based on the intent of the usage in the
13 APPLICATION prepared by the APPLICANT AGENCY in accordance with the policies and procedures
14 contained in the Comprehensive Transportation Funding Program (CTFP) guidelines.

15 B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal
16 operational integrity between PROJECT and other similar type projects not older than three (3) years.

17 C. AUTHORITY will act as the LEAD AGENCY and provide and file all documentation
18 necessary to comply with California Environmental Quality Act (CEQA) regulations for PROJECT.

19 D. AUTHORITY shall perform web-based public outreach activities for the project to
20 communicate major project milestones and results.

21 E. AUTHORITY shall provide formats, templates, and guidance in reporting requirements as
22 described in CTFP.

23 F. AUTHORITY, or agents of AUTHORITY, under this Agreement and upon closeout of
24 PROJECT, may perform a technical and/or field review to ensure that the CTFP guidelines, policies, and
25 procedures were followed. Such a review may be performed one hundred and eighty (180) days after the
26 PROJECT three-year grant period is complete. If the technical and or field review determines that any of

1 the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must reimburse
2 and return the amount of funding used to perform the ineligible activity to AUTHORITY.

3 G. AUTHORITY shall invoice the PARTICIPATING AGENCIES as identified in
4 APPLICATION and Attachment A for the dollar cash match at the end of each phase or at a mutually
5 agreed upon time to facilitate any respective AGENCY funding timeframes.

6 H. AUTHORITY shall request updates on the PROJECT as part of semi-annual review
7 process, including documentation of in-kind match conforming to Attachment A and will include the
8 PROJECT in the list of active projects in OC Fund Tracker until completion of the three-year grant period.
9 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

10 **ARTICLE 4. RESPONSIBILITIES OF THE AUTHORITY AS PROJECT LEAD AGENCY**

11 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the
12 implementation of the PROJECT:

13 A. AUTHORITY shall act as the LEAD AGENCY for the work necessary to manage, procure,
14 and complete the PROJECT as identified in APPLICATION.

15 B. To coordinate outreach with PARTICIPATING AGENCIES for PROJECT.

16 C. To collect all data necessary to provide new optimized timing plans including, but not
17 limited to, manual or video intersection all movement counts, and a mutually agreed upon number and
18 location of twenty four (24) hour / seven (7) day automated machine traffic counts with vehicle
19 classification.

20 D. To develop and implement new timing plans optimized for signal synchronization.

21 E. To provide updated timing plans for all control systems and all relevant data used to
22 develop said plans to PARTICIPATING AGENCIES.

23 F. To prepare a "Before and After Study" for PROJECT as described in the Measure M2
24 Eligibility Guidelines adopted by the AUTHORITY. The "Before and After Study" for the project is
25 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section
26 B.III.9) for PROJECT. The AUTHORITY shall provide the "Before and After Study" to the

1 PARTICIPATING AGENCIES in draft and final formats for review and comment. AGENCY comments
2 shall be noted in the final study. If specified in APPLICATION, AUTHORITY shall provide a "Before and
3 After Study" video of a representative portion of PROJECT at up to two (2) public meetings.

4 **ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES**

5 PARTICIPATING AGENCIES agree to the following responsibilities for implementation and
6 funding of PROJECT:

7 A. Provide a technical representative to meet and participate as a member of the
8 PROJECT's Traffic Forum.

9 B. To authorize the AUTHORITY to manage, procure, and implement all aspects of
10 PROJECT.

11 C. To participate and support PROJECT implementation within the timeframe outlined in
12 APPLICATION and consistent with the CTFP Guidelines adopted by AUTHORITY.

13 D. To provide AUTHORITY all current intersection, local field master, and/or ATMS timing
14 plans and related data upon request.

15 E. To provide the local cash match and/or documentation for the in-kind services match
16 for PROJECT in accordance with Attachment A. Failure to provide included local cash match and or
17 evidence of in-kind services match may result in the loss of future participation for competitive funding
18 opportunities.

19 F. PARTICIPATING AGENCIES that have included a dollar match as identified in
20 Attachment A shall provide payment for the dollar match to AUTHORITY within thirty (30) calendar
21 days of receipt of an invoice.

22 G. PARTICIPATING AGENCIES that have included an in-kind services match as identified
23 in Attachment A shall provide documentation of conformance as part of the semi-annual review process.

24 H. To waive all fees associated with any local agency permits and/or services that may be
25 required of the AUTHORITY, or its contracted consultant, sub consultants, electrical contractors, and/or
26 service or equipment providers utilized in the performance of the PROJECT.

I. PARTICIPATING AGENCIES shall provide updates on PROJECT to AUTHORITY as part of semi-annual review process until completion of the three-year PROJECT grant period. Documents to be provided include, but are not limited to, payroll records, contracts, and purchase orders.

J. PARTICIPATING AGENCIES shall, if specified in APPLICATION, continue ongoing monitoring and maintenance after the three-year grant period is complete and continue until the end of the PROJECT per additional maintenance of effort in APPLICATION.

ARTICLE 6. DELEGATED AUTHORITY

The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this Agreement are delegated to their respective City Manager, or designee, and the actions required to be taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief Executive Officer, or designee.

ARTICLE 7. AUDIT AND INSPECTION

AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING AGENCIES shall permit the authorized representatives of AUTHORITY to inspect and audit all work, materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES for a period of five (5) years after final payment, or until any on-going audit is completed. For purposes of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of consultant's final billing (so noted on the invoice) under this Agreement. AUTHORITY shall have the right to reproduce any such books, records, and accounts. The above provision with respect to audits shall extend to and/or be included in contracts with PARTICIPATING AGENCIES' contractor.

ARTICLE 8. INDEMNIFICATION

A. To the fullest extent permitted by law, PARTICIPATING AGENCIES shall defend (at PARTICIPATING AGENCIES' sole cost and expense with legal counsel reasonably acceptable to AUTHORITY), indemnify, protect, and hold harmless AUTHORITY, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits,

1 claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders,
2 penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not
3 limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCIES' employees
4 included), for damage to property, including property owned by AUTHORITY, or from any violation of any
5 federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful
6 misconduct of PARTICIPATING AGENCIES, and their officers, directors, employees or agents in
7 connection with or arising out of the performance of this Agreement.

8 B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole
9 cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES), indemnify,
10 protect, and hold harmless PARTICIPATING AGENCIES, and their boards, committees, and
11 commissions, officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and
12 against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration
13 awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and
14 attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of
15 persons (AUTHORITY's employees included), for damage to property, including property owned by
16 PARTICIPATING AGENCIES, or from any violation of any federal, state, or local law or ordinance,
17 alleged to be caused by the negligent acts, omissions or willful misconduct of AUTHORITY, its officers,
18 directors, employees or agents in connection with or arising out of the performance of this Agreement.

19 C. The indemnification and defense obligations of this Agreement shall survive its expiration
20 or termination.

21 **ARTICLE 9. ADDITIONAL PROVISIONS**

22 A. Term of Agreement: This Agreement shall be in full force and effect through
23 June 30, 2023.

24 B. Amendment: This Agreement may be extended or amended in writing at any time by the
25 mutual consent of all Parties and AUTHORITY. No amendment shall have any force or effect unless
26 executed in writing by all Parties and AUTHORITY.

1 C. Termination: In the event any Party defaults in the performance of their respective
2 obligations under this Agreement or breaches any of the provisions of this Agreement, a non-defaulting
3 Party(s) shall have the option to terminate this Agreement upon thirty (30) calendar days prior written
4 notice to the Party in default.

5 D. Termination for Convenience: Either Party may terminate this Agreement for its
6 convenience by providing thirty (30) calendar days prior written notice of its intent to terminate for
7 convenience to the other Party.

8 E. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,
9 state, and local laws, statues, ordinances and regulations of any governmental authority having
10 jurisdiction over the PROJECT.

11 F. Legal Authority: AUTHORITY and PARTICIPATING AGENCIES hereto consent that they
12 are authorized to execute this Agreement on behalf of said Parties and that, by so executing this
13 Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

14 G. Severability: If any term, provision, covenant or condition of this Agreement is held to be
15 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
16 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or
17 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18 H. Counterparts of Agreement: This Agreement may be executed and delivered in any
19 number of counterparts, each of which, when executed and delivered shall be deemed an original and all
20 of which together shall constitute the same agreement. Facsimile signatures shall be permitted.

21 I. Force Majeure: Either Party shall be excused from performing its obligations under this
22 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
23 cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God;
24 commandeering of material, products, plants or facilities by the federal, state or local government; national
25 fuel shortage; or a material act or omission by the other Party, when satisfactory evidence of such cause

26 /

**COOPERATIVE AGREEMENT NO. C-7-1828
MAGNOLIA STREET - RTSSP**

is presented to the other Party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

J. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

K. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

L. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing Party.

M. Notices: Any notices, requests, or demands made between the Parties pursuant to this Agreement are to be directed as follows:

To ANAHEIM:	To AUTHORITY:
City of Anaheim	Orange County Transportation Authority
201 S. Anaheim Blvd. Suite 502 Anaheim, CA 92805	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: John Thai Principal Traffic Engineer Tel: (714) 765-5294 Email: jthai@anaheim.net	Attention: Michael Le Contract Administrator Tel: (714) 560-5314 E-mail: mle1@octa.net

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**COOPERATIVE AGREEMENT NO. C-7-1828
MAGNOLIA STREET - RTSSP**

To FOUNTAIN VALLEY:	To FULLERTON:
City of Fountain Valley	City of Fullerton
10200 Slater Avenue Fountain Valley, CA 92708	303 West Commonwealth Avenue Fullerton, CA 92832
Attention: Temo Galvez Deputy Director Public Works/ City Engineer Tel: (714) 593-4517 Email: temo.galvez@fountainvalley.org	Attention: Don Hoppe Public Works Director Tel: (714) 738-6864 Email: dhoppe@cityoffullerton.com

To GARDEN GROVE:	To HUNTINGTON BEACH:
City of Garden Grove	City of Huntington Beach
11222 Acacia Parkway Garden Grove, CA 92842	2000 Main Street Huntington Beach, CA 92648
Attention: Dai Vu Traffic Engineer Tel: (714) 741-5189 Email: daiv@garden-grove.org	Attention: William Janusz Principal Civil Engineer Tel: (714) 374-1628 Email: wjanusz@surfcity-hb.org

To STANTON:	To WESTMINSTER:
City of Stanton	City of Westminster
7800 Katella Avenue Stanton, CA 90680	8200 Westminster Blvd. Westminster, CA 92683
Attention: Allan Rigg Public Works Director/City Engineer Tel: (714) 890-4203 Email: arigg@ci.stanton.ca.us	Attention: Adolfo Ozaeta, P.E. Traffic Engineer Tel: (714) 548-3462 Email: aenzaeta@ci.westminster.ca.us

This Agreement shall be made effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-7-1828 to be
executed on the date first written above.

CITY OF ANAHEIM

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: James Vanderbilt
Tom Tait
Mayor
James Vanderbilt, Mayor Pro Tem

By: [Signature]
Darrell Johnson
Chief Executive Officer

ATTEST:

APPROVED AS TO FORM:

By: [Signature]
Theresa Bass
Acting City Clerk

By: Cassie Tyson
James M. Donich
General Counsel

APPROVED AS TO FORM:

APPROVAL RECOMMENDED:

By: [Signature]
Deputy City Attorney

By: [Signature]
Kia Mortazavi
Executive Director, Planning

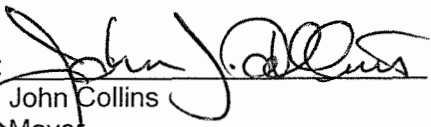
Dated: 10/24/12

Dated: 2.28.18


This Agreement shall be made effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-7-1828 to be
executed on the date first written above.

CITY OF FOUNTAIN VALLEY

By: 
John Collins
Mayor

ATTEST:

By: 
Rick Miller
City Clerk

APPROVED AS TO FORM:

By: 
City Attorney

Dated: 10-17-17

COOPERATIVE AGREEMENT NO. C-7-1828
MAGNOLIA STREET - RTSSP

This Agreement shall be made effective upon execution by all Parties.

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executed on the date first written above.

CITY OF FULLERTON

By: Bruce Whitaker
Bruce Whitaker
Mayor

ATTEST:

By: Lucinda Williams
Lucinda Williams
City Clerk

APPROVED AS TO FORM:

By: [Signature]
City Attorney

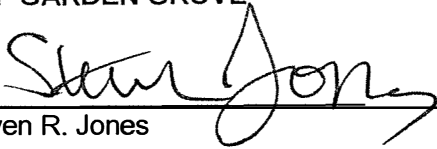
Dated: 9-10-17

This Agreement shall be made effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-7-1828 to be
executed on the date first written above.


CITY OF GARDEN GROVE

By:


Steven R. Jones
Mayor


ATTEST:

By:


Teresa Pomeroy
City Clerk

APPROVED AS TO FORM

By:


Omar Sandoval
City Attorney

Dated: _____

COOPERATIVE AGREEMENT NO. C-7-1828
MAGNOLIA STREET - RTSSP

This Agreement shall be made effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-7-1828 to be
executed on the date first written above.

CITY OF HUNTINGTON BEACH

By:

Barbara Delgleize
Mayor

ATTEST:

By:

Robin Estanislau
City Clerk

APPROVED AS TO FORM

By:

Michael E. Gates
City Attorney

Travis Hopkins,
Director of Public Works

Dated: _____

Dated: 9/26/17

ORIGINAL

COOPERATIVE AGREEMENT NO. C-7-1828
MAGNOLIA STREET - RTSSP

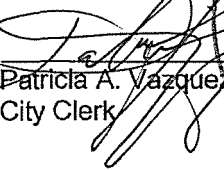
This Agreement shall be made effective upon execution by all Parties.

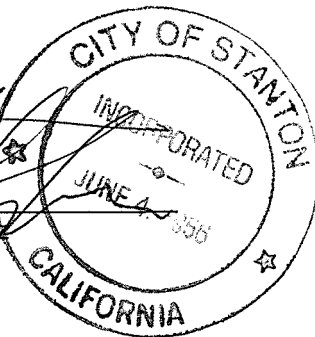
IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-7-1828 to be
executed on the date first written above.

CITY OF STANTON


By: 
Carol Warren
Mayor

ATTEST:

By: 
Patricia A. Vazquez
City Clerk



APPROVED AS TO FORM

By: 
Matthew Richardson
City Attorney


Dated: 09/26/2017



This Agreement shall be made effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. C-7-1828 to be
executed on the date first written above.


CITY OF WESTMINSTER

By: 
Tri Ta
Mayor

ATTEST:

By: 
~~Amanda Jensen~~ CHRISTINE CORDON
City Clerk

APPROVED AS TO FORM

By: 
City Attorney

Dated: 2/13/18

**COOPERATIVE AGREEMENT NO. C-7-1828
MAGNOLIA STREET - RTSSP
ATTACHMENT A**

DETAILED LOCAL MATCH COMMITMENT

SECTION 1: AGENCY TOTAL MATCH SUMMARY

AGENCY	CASH MATCH		IN-KIND MATCH*		TOTAL MATCH	
	PI	OMM	PI	OMM	PI	OMM
City of Anaheim	\$179,141	\$4,320	\$ 0		\$179,141	\$4,320
	\$ 183,461				\$ 183,461	
City of Fountain Valley	\$37,870	\$2,880	\$ 0		\$37,870	\$2,880
	\$ 40,750				\$ 40,750	
City of Fullerton	\$39,906	\$3,360	\$50,225	\$0	\$90,131	\$3,360
	\$ 43,266		\$ 50,225		\$ 93,491	
City of Garden Grove	\$117,450	\$4,320	\$ 0		\$117,450	\$4,320
	\$ 121,770				\$ 121,770	
City of Huntington Beach	\$140,773	\$4,320	\$ 0		\$140,773	\$4,320
	\$ 145,093				\$ 145,093	
City of Stanton	\$47,194	\$1,920	\$ 0		\$47,194	\$1,920
	\$ 49,114				\$ 49,114	
City of Westminster	\$41,364	\$2,880	\$ 0		\$41,364	\$2,880
	\$ 44,244				\$ 44,244	
TOTAL	\$603,698	\$24,000	\$50,225	\$0	\$653,923	\$24,000
	\$ 627,698		\$ 50,225		\$ 677,923	

**In-kind match may be converted to cash match if agency does not satisfy in-kind match commitment by the end of the respective phase. However, Cash Match is NOT allowed to be converted to in-kind match.*

**COOPERATIVE AGREEMENT NO. C-7-1828
MAGNOLIA STREET - RTSSP
ATTACHMENT A**

SECTION 2: MATCH BREAKDOWN (CASH VS IN-KIND SERVICES)

A. Cash Match

AGENCY	FUNDING SOURCE	AMOUNT OF CASH CONTRIBUTION
City of Anaheim	Gas Tax	\$ 183,461
City of Fountain Valley	Measure M Turnback	\$ 40,750
City of Fullerton	50% Gas Tax 50% Mitigation Fees	\$ 43,266
City of Garden Grove	M2 Fairshare	\$ 121,770
City of Huntington Beach	AQMD	\$ 145,093
City of Stanton	Gas Tax	\$ 49,114
City of Westminster	Gas Tax	\$ 44,244
TOTAL		\$ 627,698

B. In-Kind Services

i. Specific Improvements (List items and Cost):

Agency	Improvement	Date of Construction	Expenditure
N/A			\$
TOTAL			\$

ii. Staffing Commitment:

AGENCY	STAFF POSITION	TYPE OF SERVICE TO PROJECT	NO. OF HOURS	FULLY BURDENED HOURLY RATE	TOTAL**
Fullerton	TBD	TBD	TBD	TBD	\$ 50,225
Total :					\$ 50,225
TOTAL IN-KIND MATCH**:					\$ 50,225

****Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. R**

Req.By: MICHAEL LE
Run on: 02/27/18 at: 08:46:19

OCTA PROD

***** PURCHASE REQUISITION REPRINT *****

Page: 2
Report: MSR23CA
Version: 8.6.20.AEU

Req.No	Requested By: 0000004696	Priority:	Date Entered	Date Req'd	Material Group	Related W/H Req.	By	Authorized Date	Value
021188	SHAE CLIFTON		11/11/16	12/01/16			0000004559	11/18/16	0.02

Delivery Instruction:
Suggested Supplier:

Purchasing Question	Purchasing Answer
Budget Year	FY 17/18
Encumbered	Yes
Grant Funded	No
Amendment Verified in IFAS	Not Applicable (not an Amendme
Warehouse ID: 0000	
Purchasing Instructions:	
PROJECT MANAGER: RONALD KEITH	

EXECUTE REVENUE AGREEMENT BETWEEN THE CITIES OF FULLERTON, ANAHEIM, STANTON, GARDEN GROVE, WESTMINSTER, FOUNTAIN VALLEY, AND HUNTINGTON BEACH WITH OCTA, WHICH IS DESIGNATED AND WILL ACT AS THE LEAD AGENCY, FOR A MULTIPLE YEAR (FOUR) CONTRACT, WITH OPTION FOR EXTENSION AT THE DISCRETION OF ALL PARTICIPATING AGENCIES, FOR THE IMPLEMENTATION AND MONITORING OF THE MAGNOLIA STREET TRAFFIC SIGNAL SYNCHRONIZATION PROJECT FOR PROJECT P. PARTICIPATING AGENCIES SHALL BE INVOICED FOR A COMBINED TOTAL CASH MATCH IN THE AMOUNT OF \$749,422, WHICH SHALL BE CREDITED AS REVENUE TO 0017-6062-SPF21-P57.

-----Default Costing Details-----

Equipment Reference	Project/Work Order	Account Code	%						
		0017SPF21P577519	100.00						
Item	Quantity	UOM/	Description/Mnemonic and Part Number	Proforma/	Supplier	Lead	Fr	Div	Act. Price
		Est. Price		Order No.		Time			
1	1.00	EA	EXECUTE REVENUE AGREEMENT WITH FULLERTON						
		0.0200	ANAHEIM, STANTON, GG, WESTMINSTER, FV &						0.0000
Status:			HB FOR MAGNOLIA ST. TSSP FOR PROJECT P.						
Not Ordered			PM: RONALD KEITH						

ORDINANCE NO. 1128

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA AMENDING DIVISION I OF TITLE 16 AND CHAPTER 17.08 OF TITLE 17 OF THE STANTON MUNICIPAL CODE PERTAINING TO THE ADOPTION OF THE 2022 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE, CONSISTING OF THE CALIFORNIA BUILDING CODE, THE CALIFORNIA RESIDENTIAL CODE, THE CALIFORNIA PLUMBING CODE, THE CALIFORNIA MECHANICAL CODE, THE CALIFORNIA ELECTRICAL CODE, THE CALIFORNIA FIRE CODE, THE CALIFORNIA ADMINISTRATIVE CODE, THE CALIFORNIA GREEN BUILDING STANDARDS CODE, THE CALIFORNIA EXISTING BUILDING CODE, THE CALIFORNIA ENERGY CODE, THE CALIFORNIA HISTORICAL BUILDING CODE, AND THE CALIFORNIA REFERENCED STANDARDS CODE; THE INTERNATIONAL SWIMMING POOL AND SPA CODE; AND THE INTERNATIONAL PROPERTY MAINTENANCE CODE, WITH AMENDMENTS THERETO, AND MAKING FINDINGS IN SUPPORT THEREOF

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

WHEREAS, pursuant to California Government Code Section 50022.1 *et seq.*, the City may adopt by reference the California Building Standards Code, 2022 Edition as provided in Title 24 and 25 of the California Code of Regulations, consisting of the California Building Code, the California Residential Code, the California Plumbing Code, the California Mechanical Code, the California Electrical Code, the California Fire Code, the California Administrative Code, the California Green Building Standards Code, the California Existing Building Code, the California Energy Code, the California Historical Building Code, the California Referenced Standards Code, and other codes, including, without limitation, the International Swimming Pool and Spa Code, and the International Property Maintenance Code (hereinafter referred to collectively as "Codes"); and

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

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

WHEREAS, The Stanton Fire Chief and Building Official have recommended that changes and modifications be made to the 2022 Codes, and have advised that certain of said changes and modifications to the Codes are reasonably necessary due to local conditions within the City of Stanton, and have further advised that the remainder of the said changes and modifications are of an administrative or procedural nature, or concern themselves with subjects not covered by the Codes, or are reasonably necessary to safeguard life and property within the City of Stanton; and

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

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

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

SECTION 2: Chapters 16.01, 16.02, 16.04, 16.05, 16.06, 16.07, 16.08, 16.10, 16.11, 16.12, 16.13, 16.14, 16.20, 16.21, and 17.08 are hereby repealed and recast in their entirety.

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

“Chapter 16.01 ADMINISTRATIVE PROVISIONS

16.01.010 Administrative provisions adopted.

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

1. Violations – penalty.

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

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

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

2. Board of Appeals

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

appeals.

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

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

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

3. Fees.

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

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

4. California and International Codes Available.

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

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

“16.02.010 California Administrative Code adopted.

The California Administrative Code, 2022 Edition, as published by the International Code Council, is hereby adopted and shall be and become the Administrative Code of the City of Stanton.”

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

“16.04.010 California Building Code adopted.

There is hereby adopted by reference the California Building Code Volume 1 and 2, together with Chapter 1 and Appendix J, 2022 Edition, based on the 2021 International Building Code as published by the International Code Council. Such Code, and amendments thereto as set forth in this chapter, are incorporated, pursuant to California Government Code Section 50022.2 et seq., as though fully set forth at length herein, for the purpose of prescribing regulations for the erecting, construction, enlargement, alteration, repair, improving, removal, conversion, demolition, occupancy, equipment use, height, and area of buildings and structures within the corporate limits of the City. From the date on which this section takes effect, the provisions of said code, together with amendments thereto, shall be controlling within the corporate limits of the City.”

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

“16.04.020 California Building Code amended.

Based upon the findings of the City Council and upon the recommendations of the Fire Chief and Building Official, the City Council hereby amends the California Building Code, 2022 Edition, applicable within the corporate limits of the City, as follows:

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

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

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

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

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

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

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

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

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

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

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

Section 105.5 Expiration is amended to read as follows:

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

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

Section 105.8 Reconstruction is added to read as follows:

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

Section 113.1 General is amended to read as follows:

113.1 General. In order to hear and decide appeals of orders, decisions, or determinations made by the Building Official relative to the application and interpretation of this code, there shall be and is hereby created a Board of Appeals. The Board of Appeals shall consist of five members and composed of the Mayor and the other members of the City Council. Said members shall hold their respective membership on said Board of Appeals by reason of, and

concurrently with their terms of service as Council members and shall cease to be such members upon their ceasing to be Council members. The Building Official shall be the Secretary of the Board. The Board may adopt reasonable rules and regulations for conducting its investigations and shall render all its decisions and findings on contested matters in writing to the Building Official, with duplicative copy thereof to any appellant or contestant affected by any such decision or finding.

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

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

Section 202 of the California Building Code is hereby revised by adding “Barrier,” “Swimming Pool,” “Spark Arrester,” and “OCFA” as follows:

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

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

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

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

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

Section 903.2 Where required is hereby amended as follows:

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

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2.20, an automatic fire-extinguishing system shall also be installed in all occupancies when the total building area, as defined in Section 202 of the California Building Code, exceeds 5,000 square feet (465 m²), or more than two stories in height, regardless of fire areas or allowable area.

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

2. **Existing buildings:** Notwithstanding any applicable provisions of this code, an automatic sprinkler system shall be provided in an existing building when an addition occurs and when one of the following conditions exists:

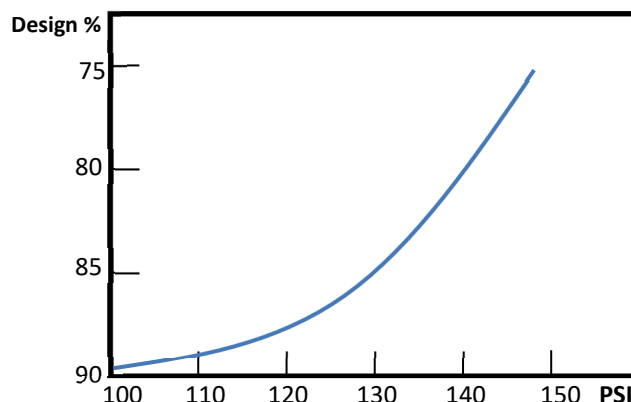
- a. When the addition is 33% or more of the existing building area and the resulting building area, as defined in Section 202, exceeds 5000 square feet (465 m²); or
- b. When the addition exceeds 2,000 square feet (185.81 m²) and the resulting building area, as defined in Section 202, exceeds 5,000 square feet (465 m²); or
- c. An additional story is added above the second floor regardless of fire areas or allowable area.

Section 903.3.5.3 Hydraulically calculated systems is added as follows:

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

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

TABLE 903.3.5.3
Hydraulically Calculated Systems



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

TABLE 1505.1^a
MINIMUM ROOF COVERING CLASSIFICATIONS
TYPES OF CONSTRUCTION

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

For SI: 1 foot = 304.8 mm, 1 square foot = 0.0929 m².

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

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

1505.1.3 Roof coverings within all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class B.

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

1803.1.1.1 Geologic or geotechnical reports. The Building Official may require a geologic or geotechnical report or both, in accordance with the 2022 California Building Code; a geologic report shall be prepared by a Certified Engineering Geologist licensed by the State of California. A geotechnical report shall be prepared by a registered Civil Engineer versed in soils engineering and qualified to perform this work. When both a

geotechnical and geologic report are required, the two reports shall be coordinated before submission to the Building Official. The Building Official, at his/her discretion shall obtain any technical support necessary to approve the report. Submitted reports shall contain a finding regarding the safety of the site from any variety of geologic hazard and a finding regarding the effect the proposed improvements, grading and/or construction and use of the site will have on the stability of the site and/or property outside the site. Any recommendation or action presented in the approved reports along with any conditions of approval shall be incorporated into the construction of site improvements. A fee shall be collected for the cost of review of the reports and any required addendums.

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

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

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

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

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

“Chapter 16.05 RESIDENTIAL CODE

16.05.010 California Residential Code adopted.

There is hereby adopted the California Residential Code, 2022 Edition, together with Chapter 1 and Appendix V, based on the 2021 International Residential Code as published by the International Code Council.

16.05.20 California Residential Code amended.

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

R105.5 Expiration. Every permit issued shall become invalid unless the work authorized by such permit is commenced within 12 months after its issuance, or if

the work authorized by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. No permit shall be extended more than once.

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

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

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

Table R301.2 Climatic and Geographic Design Criteria is amended to read as follows:

TABLE R301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground snow load ^o	WIND DESIGN				Seismic design category ^f	SUBJECT TO DAMAGE FROM			Ice barrier underlayment required ^h	Flood hazards ^g	Air freezing index ⁱ	Mean annual temp ^j
	Speed ^d (mph)	Topo. effects ^k	Special wind region ^l	Windborne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^e				
Zero	95	No	No	No	D ₂ or E	Negligible	12-24"	Very Heavy	No	No	0	60

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

- Weathering may require a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code. The weathering column shall be filled in with the weathering index (i.e., "negligible," "moderate" or "severe") for concrete as determined from the Weathering Probability Map [Figure R301.2(3)]. The grade of masonry units shall be determined from ASTM C 34, C 55, C 62, C 73, C 90, C 129, C 145, C 216 or C 652.
- The frost line depth may require deeper footings than indicated in Figure R403.1(1). The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.

- d. The jurisdiction shall fill in this part of the table with the wind speed from the basic wind speed map [Figure R301.2(4)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section R301.2.1.4.
- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- g. The City of Stanton does not have a Flood Hazards Zone.
- h. In accordance with Sections R905.2.7.1, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
- i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF-days) from Figure R403.3(2) or from the 100-year (99%) value on the National Climatic Data Center data table "Air Freezing Index- USA Method (Base 32°)" at www.ncdc.noaa.gov/fpsf.html.
- j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)" at www.ncdc.noaa.gov/fpsf.html.
- k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- l. In accordance with Figure R301.2(4)A, where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table. ^[L]_{SEP}
- m. In accordance with Section R301.2.1.2, the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- o. The jurisdiction shall fill in this section of the table using the Ground Snow Loads in Figure R301.2 (3) and R301.2(4).

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

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

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

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

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

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

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

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

(The remainder of the section is unchanged)

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

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

Exceptions:

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

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

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

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

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

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

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

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

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

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

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

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

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

“Chapter 16.06 ELECTRICAL CODE

16.06.010 California Electrical Code adopted.

Except as provided in this chapter, the California Electrical Code, 2022 Edition, based on the 2020 National Electrical Code as published by the National Fire Protection Association, is hereby adopted and shall be and become the Electrical Code of the City of Stanton, regulating all installation, arrangement, alteration, repair, use and other operation of electrical wiring, connections, fixtures, and other electrical appliances on premises within the city.

16.06.020 California Electrical Code amended.

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

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

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

Chapter 16.07 MECHANICAL CODE

16.07.010 California Mechanical Code adopted.

The California Mechanical Code, 2022 Edition, based on the 2021 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and shall be and become the Mechanical Code of the City, regulating and controlling the design, construction, installation, quality of materials, location, operation, and maintenance of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat producing appliances.”

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

“Chapter 16.08 PLUMBING CODE

16.08.010 California Plumbing Code adopted.

The California Plumbing Code, 2022 Edition, based on the 2021 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, is hereby adopted and shall be and become the Plumbing Code of the City of Stanton, regulating erection, installation, alteration, repair, relocation, replacement, maintenance, or use of plumbing systems within the City."

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

"Chapter 16.10 ENERGY CODE

16.10.010 California Energy Code adopted.

The California Energy Code, 2022 Edition, as published by the California Building Standards Commission, is hereby adopted and shall be and become the Energy Code of the City of Stanton."

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

"Chapter 16.11 EXISTING BUILDING CODE

16.11.010 California Existing Building Code adopted.

There is hereby adopted the California Existing Building Code, 2022 Edition, based on the 2021 International Existing Building Code as published by the International Code Council."

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

"Chapter 16.12 HISTORICAL BUILDING CODE

16.12.010 California Historical Building Code adopted.

The California Historical Building Code, 2022 Edition, as published by the California Building Standards Commission, is hereby adopted and shall be and become the Historical Building Code of the City of Stanton."

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

"Chapter 16.13 REFERENCED STANDARDS CODE

16.13.010 California Referenced Standards Code adopted.

The California Referenced Standards Code, 2022 Edition, as published by the California Building Standards Commission, is hereby adopted and shall be and become the Referenced Standards Code of the City of Stanton.”

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

“Chapter 16.14 GREEN BUILDING STANDARDS CODE

16.14.010 California Green Building Standards Code adopted.

The California Green Building Standards Code, 2022 Edition, as published by the California Building Standards Commission, is hereby adopted and shall be and become the Green Building Code of the City of Stanton.”

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

“Chapter 16.15 INTERNATIONAL PROPERTY MAINTENANCE CODE

16.15.010 International Property Maintenance Code adopted.

The International Property Maintenance Code, 2021 Edition, as published by the International Code Council, is hereby adopted as the Property Maintenance Code of the City of Stanton, regulating construction, enlargement, alteration repair, maintenance, moving, improving, removal, conversion, demolition, and occupancy of all buildings or portions thereof used, or designed or intended to be used for human habitation.

16.15.020 International Property Maintenance Code amended.

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

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

Section 103.5 Fees is amended to read as follows:

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

Section 108.1 General is amended to read as follows:

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

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

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

Section 303.2 Enclosures is amended to read as follows:

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

The exception to section 303.2 is deleted in its entirety.

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

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

(No further changes to remainder of section 304.1.1)

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

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

(No further changes to remainder of section 305.1.1)

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

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

(No further changes to remainder of section 306.1.1)

Section 401.3 Alternative devices is amended to read as follows:

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

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

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

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

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

Section 602.2 Residential occupancies is amended to read as follows:

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

The exception to section 602.2 is deleted in its entirety.

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

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

(No further changes to remainder of section 602.4)

Section 604.2 Service is amended to read as follows:

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

Section 604.3.1.1 Electrical equipment is amended to read as follows:

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

Section 604.3.2.1 Electrical equipment is amended to read as follows:

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

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

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

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

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

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

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

CHAPTER 9 POST-DISASTER RECOVERY AND RECONSTRUCTION is added to the 2021 International Property Maintenance Code to read as follows:

SECTION 901

POST-DISASTER SAFETY ASSESSMENT PLACARDS AND SECURITY

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

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

901.3 DEFINITIONS. For the purposes of this section, the following definitions shall apply:

901.3.1 BUILDING OFFICIAL is person or entity designated as such by the city council or that person or entity's designee

901.3.2 SAFETY ASSESSMENT is a visual examination of a building or structure for the purpose of determining whether continued use or occupancy is appropriate following a natural or man-made disaster.

901.4 PLACARDS. The following official placards must be used to designate the condition of buildings or structures following a disaster.

901.4.1 (GREEN) INSPECTED - LAWFUL OCCUPANCY PERMITTED. Posted on any building or structure where no apparent hazard has been found. Placement of this placard does not mean that there is no damage to the building or structure.

901.4.2 (YELLOW) RESTRICTED OR LIMITED ENTRY. Posted on each damaged building or structure where damage has created a hazardous condition which justifies restricted occupancy. The Building Official who posts this placard will note in general terms the hazard created and will clearly and concisely note the restrictions on occupancy.

901.4.3 (RED) UNSAFE – DO NOT ENTER OR OCCUPY. Posted on each damaged building or structure such that continued occupancy poses a threat to life or health. Buildings or structures posted with this placard may be entered only after authorization in writing by the building official. Safety assessment teams are authorized to enter these buildings at any time. This placard may not be used or considered as a demolition order. The official who posts this placard must make a note in general terms of the damage encountered.

901.4.4 SECURING OF UNSAFE BUILDINGS OR STRUCTURES. Buildings or structures that have been determined by the Building Official to pose a threat to life safety or to be unsafe due to damage may be required by the Building Official to be secured from entry by fencing or other approved means until such time that the damage or threat to life is removed by repair, reconstruction or demolition. The fencing or security measures may not be removed without authorization from the building official.

901.4.5 REMOVAL OF PLACARDS. Once the placard has been attached to a building or structure, it may not be removed, altered, or covered until authorized by the Building Official.

901.5 VIOLATION. Any violation of Chapter 9 of this code is a misdemeanor and will be subject to punishment in accordance with the Stanton Municipal Code and the City of Stanton Building Codes in Division 1 of Title 16 of the Stanton Municipal Code.

SECTION 902

POST DISASTER ABATEMENT

902.1 INTENT. This chapter establishes abatement criteria for all buildings and structures damaged as a result of a disaster for which a local emergency has been declared.

902.2 APPLICATION OF PROVISIONS. The provisions of this chapter are applicable to all buildings and structures regulated by the city.

902.3 DEFINITIONS. For the purposes of this section, the following definitions shall apply:

902.3.1 EVENT means any occurrence which results in the declaration of a disaster, including but not limited to, fires, landslides, wind storms, earthquakes, and floods.

902.3.2 HISTORIC BUILDING OR STRUCTURE means any building or structure registered with a federal, state, county, or city government, or the register of points of interest. Historic buildings and structures also include those buildings and structures within a recognized historic district.

902.3.3 STATE HISTORIC PRESERVATION OFFICER (SHPO) is the person appointed by the Governor, pursuant to Section 101(b)(1) of the National Historic Preservation Act of 1966, as amended, to administer the State Historic Preservation Program.

Office of Historic Preservation
Department of Parks and Recreation
P.O. BOX 942896
Sacramento, CA 94296-0001

Phone: (916) 653-6624
FAX: (916) 653-9824

902.4 ABATEMENT CRITERIA

902.4.1 NOTICE OF DETERMINATION. Except as provided in Section 902.4.2 below, the Building Official must serve a written Notice of Determination to each property owner as found on the latest available copy of the last equalized assessment roll. Such Notice of Determination must be delivered by hand-delivery, telephone, telegram, facsimile or other reasonable means, and must clearly indicate that the structure is an imminent hazard and dangerous and that, as such, it constitutes a public nuisance. The notice must set forth those factors which, in the opinion of the Building Official, make the structure an imminent hazard and dangerous, and must also include a directive from the Building Official of the specific action or actions to be taken by the property owner. The Notice must specify that within 48 hours from the time of issuance of the Notice of Determination, the owner or other party of record with an equitable or legal interest in the property must abate the nuisance in accordance with the directives written in the Notice of Determination by the Building Official.

902.4.2 NOTICE OF DETERMINATION EXCEPTION. No prior notice is required, when the Building Official, after considering all the facts, determines, in writing, that the structure is an imminent hazard and dangerous, and that it must be abated immediately and that time and circumstances do not permit the giving of prior notice to the owner. In those cases where time and circumstances do not permit the city to give the owner notice prior to abatement, the Building Official may cause the nuisance to be summarily abated.

902.4.3 APPEAL OF NOTICE OF DETERMINATION. A Notice of Determination delivered by the Building Official, that a building or structure is

an imminent hazard and dangerous and therefore must be abated, may be appealed by the property owner or any other party of record with an equitable or legal interest in the property. Such appeal must be made to the Building Official within 48 hours of delivery of such Notice of Determination by the Building Official. Such appeal must be accompanied by a written Hazard Abatement Plan signed by a State of California licensed engineer or architect or by a written report by a State of California licensed engineer or architect stating why the engineer or architect feels the building or structure is not an imminent hazard or dangerous at this time. Such report must include a recommendation by the engineer or architect as to what should or should not be done at this time. If the Building Official accepts the proposed Hazard Abatement Plan in lieu of the Notice of Determination, the Hazard Abatement Plan must be implemented within 24 hours of acceptance by the Building Official. If the Building Official accepts an engineer's report and agrees there is no imminent hazard, the Building Official must rescind, in writing, the Notice of Determination.

Should the Building Official disagree with the Hazard Abatement Plan or should the Building Official disagree with the engineer's or architect's report, a hearing must be conducted by the Board of Appeals, as soon as a quorum can be assembled.

902.4.4 BOARD OF APPEALS HEARING. At the hearing, the appellant has the right to call witnesses, to submit evidence, and to cross-examine the witnesses of the city. All witnesses must be sworn.

A record of the proceedings must be made by tape recording. Any relevant evidence may be submitted, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in the courts of this State.

At the close of the hearing, the Board of Appeals must act to uphold, overrule, or modify the determination and order of the Building Official. The determination and order of the Building Official will be upheld, unless the Board of Appeals finds, based upon the evidence in the record, that the Building Official erred in determining that the structure is an imminent hazard and dangerous. The decision of the Board of Appeals, with the reasons therefore, may be given orally on the record. If given orally, the decision must be memorialized in writing and served upon the applicant within 24 hours of the time the oral decision is rendered.

If the Board of Appeals upholds the decision of the Building Official, the property owners of record will be ordered to abate the public nuisance within the time set forth in the order. If the structure is determined not to be an imminent hazard and dangerous, the Building Official's determination and order will be vacated. The decision of the Board of Appeals will be final on the date it is rendered.

902.4.5 HAZARD ABATEMENT PLAN. If a Hazard Abatement Plan is approved by the Building Official, the owner or other interested party of record must execute such plan within 24 hours of obtaining approval of the plan from the Building Official. Within 24 hours of completion of the abatement work the owner or other interested party of record must provide the Building Official with a written certification that the public nuisance, as described in the Building Official's Notice of Determination, has been abated.

If the work performed pursuant to the Hazard Abatement Plan amounts to temporary abatement, the owner or other party of record, prior to proceeding with permanent repairs, must obtain required permits and file a damage assessment report with the Building Official. The damage assessment report must be reviewed and approved by the Building Official prior to proceeding with permanent repairs.

902.4.6 FAILURE TO PERFORM. In those instances where the property owner or other interested party of record either does not respond to the Building Official's Notice of Determination or approved Hazard Abatement Plan, responds untimely, or responds timely but fails to abate the public nuisance within the required time period, the imminent hazard and dangerous structure will be subject to immediate abatement by the Building Official.

902.4.7 PUBLIC NUISANCE. All structures or portions of such structures which, after inspection by the Building Official, are determined to be an imminent hazard and dangerous, either to the public, occupants of the subject structure, or to any adjacent structures, are hereby declared to be public nuisances and must be abated by the owner in accordance with the procedures specified in Sections 43.2.4.4 and 43.2.4.5.

902.4.8 SUSPENSION OF ABATEMENT OF WORK. Notwithstanding any code provisions to the contrary, the Building Official is authorized to suspend abatement work, and to allow the property owner or other party of legal interest to complete the abatement work.

902.4.9 CHANGE OF STATUS. When the conditions making a structure an imminent hazard and dangerous have been abated, the structure will no longer be considered an imminent hazard and dangerous. However, if the abatement work is temporary in nature, as determined by the Building Official, the structure will remain subject to the provisions of this section.

902.4.10 DEMOLITION PERMIT. If the owner of any building or structure has decided to demolish rather than repair, the owner, or the owner's representative, must obtain a demolition permit.

902.5 HAZARD ABATEMENT OF HISTORIC BUILDINGS OR STRUCTURES.

902.5.1 NOTIFICATION OF IMMINENT HAZARD. Within ten days after the event, the Building Official must notify the State Historic Preservation Officer that one of the following actions will be taken regarding any historic building or structure

determined by the Building Official to represent an imminent hazard to the health or safety of the public, or to pose an imminent threat to the public right of way:

902.5.1.1 BRACING OR SHORING. Whenever possible, as determined by the Building Official, the building or structure may be braced or shored in such a manner as to mitigate the hazard to public health or safety or the hazard to the public right-of-way.

902.5.1.2 CONDEMNATION. Whenever bracing or shoring is determined to be an unreasonable alternative, the Building Official may cause the building or structure to be condemned and immediately demolished. Such condemnation and demolition may be performed in the interest of public health or safety without a condemnation hearing as required by the 1997 Uniform Code for the Abatement of Dangerous Buildings.

902.5.2 CONDEMNATION PROCEEDINGS. If, ten days after the event and less than 30 days after the event, an historic building or structure is determined by the Building Official to represent a hazard to the health or safety of the public or to pose a threat to the public right of way, the Building Official may initiate condemnation proceedings in accordance with the Uniform Code for the Abatement of Dangerous Buildings. The Building Official may also notify the Federal Emergency Management Agency (FEMA), in accordance with the National Historic Preservation Act of 1966, as amended, of its intent to hold a condemnation hearing.

902.5.3 REQUEST TO DEMOLISH. If the Building Official and the owner of any historic building or structure agree that such a building or structure should be demolished, the Building Official must submit a request to demolish to the Federal Emergency Management Agency, in accordance with the National Historic Preservation Act of 1986, as amended. Such request must include all substantiating data.

SECTION 903

DISASTER REPAIR AND RECONSTRUCTION

903.1 INTENT. This section establishes standards and regulations for the expeditious repair and reconstruction of structures damaged as a result of a disaster for which a local emergency has been declared.

903.2 APPLICATION OF PROVISIONS.

903.2.1 DECLARATION OF EMERGENCY. The provisions of this chapter are applicable to all buildings and structures regulated by the city following each disaster after a local emergency has been declared.

903.2.2 WAIVER FOR ENGINEERING EVALUATION. The requirements of this chapter may be waived by the Building Official subject to an Engineering Evaluation as defined in Section 903.3.3.4.

903.3 DEFINITIONS. For the purpose of this section, the following definitions apply:

903.3.1 ARCHITECT is a person licensed by the State of California to practice architecture, as prescribed by the State of California Business and Professions Code.

903.3.2 CIVIL ENGINEER is a person registered by the State of California to practice Civil Engineering, as prescribed by the State of California Business and Professions Code.

903.3.3 CURRENT CODE means those codes adopted by the city pursuant to California Health and Safety Code § 18941.5.

903.3.4 ENGINEERING EVALUATION is an evaluation of a damaged building or structure, or suspected damaged building or structure, performed under the direction of a structural engineer, civil engineer, or architect retained by the owner of the building or structure. Engineering evaluations must, at a minimum, contain recommendations for repair and an appropriate opinion of the construction cost for those repairs. All engineering evaluations must include the engineer's or architect's stamp, wet-signature, and license expiration date.

903.3.5 ESSENTIAL SERVICE FACILITY means those buildings or structures designated by the city to house facilities necessary for emergency operations subsequent to a disaster.

903.3.6 REPLACEMENT VALUE is the dollar value, as determined by the building official, for replacing a damaged structure with a new structure of the same size, same type of construction, and same occupancy, and located on the same site.

903.3.7 STRUCTURAL ENGINEER is a person registered by the State of California to practice civil engineering and to use the title, Structural Engineer, as defined in Section 5537.1 of the State of California Business and Professions Code.

903.3.8 VALUE OF REPAIR is the dollar value, as determined by the Building Official, for making necessary repairs to the damaged structure.

903.4 REPAIR CRITERIA

903.4.1 GENERAL. Buildings and structures of all occupancies which have been damaged as the result of a disaster, except as otherwise noted, must be repaired in accordance with the following criteria:

903.4.2 UP TO TEN PERCENT REPAIR VALUE. When the estimated value of repair does not exceed ten percent of the replacement value of the structure, the damaged portion may be restored to the pre-disaster condition; except that when the damaged elements include suspended ceiling systems, the ceiling system must be repaired with all bracing required by current code.

903.4.3 UP TO FIFTY PERCENT REPAIR VALUE. When the estimated value of repair is greater than ten percent but less than fifty percent of the replacement value of the structure, the damaged elements must be repaired and brought into conformance with the structural requirements of the current code.

903.4.4 MORE THAN FIFTY PERCENT REPAIR VALUE. When the estimated value of repair is fifty percent or more of the replacement value of the structure, the entire structure must be brought into conformance with the fire and life safety and structural requirements of the current code.

903.4.5 CHIMNEY VALUE EXCLUSION. In Group R, Division 3, occupancies, the repair value of damaged chimneys may be excluded from the computation of percentage of replacement value. Damaged chimneys must be repaired in accordance with Section 903.5.

903.5 REPAIR CRITERIA FOR FIREPLACES AND CHIMNEYS.

903.5.1 GENERAL. All damaged chimneys must be repaired or reconstructed to comply with the requirements of Chapter 21 of the CBC. Damaged portions of chimneys must be removed in accordance with the following criteria.

903.5.2 DAMAGE ABOVE THE ROOF LINE. When the damaged portion of the chimney is located between the roof line and the top of the chimney, the damaged portion may be removed to the roof line provided the roof and ceiling anchorage are in sound condition. The reconstruction portion of the chimney must be braced to the roof structure using an approved method.

903.5.3 SINGLE-STORY STRUCTURE DAMAGE BELOW THE ROOF LINE. For a single-story structure in which the damaged portion of the chimney is below the roof line, or the damaged portion extends from above the roof line to below the roof line, the chimney must be removed to the top of the firebox.

903.5.4 MULTI-STORY STRUCTURE DAMAGE BELOW THE ROOF LINE. For a multi-story structure, the damaged portion of the chimney must be removed from the top to a floor line where anchorage is found.

903.5.5 FIREBOX DAMAGE. In any structure where the firebox has been damaged, the entire chimney and firebox must be removed to the foundation. If the foundation is in sound condition, the firebox and chimney may be reconstructed using the existing foundation. If the foundation has been damaged, the foundation must be removed and replaced. Such reconstruction and replacement must be in accordance with Chapter 21 of the CBC Code.

903.5.6 ENGINEERED ALTERNATE SOLUTIONS. Where existing conditions preclude the installation of all anchorage required by Chapter 21 of the CBC, alternate systems may be used in accordance with the alternate methods and materials provisions of the CBC when approved by the Building Official.

903.5.7 BRACING. Where the portion of the chimney extending above the roof line exceeds two times the least dimension of the chimney, that portion above the roof line must be braced to the roof structure using an approved method.

903.6 REPAIR CRITERIA FOR HISTORIC BUILDINGS OR STRUCTURES.

903.6.1 ENGINEERING EVALUATION REQUIRED. Buildings or structures which are included on a national, state, or local register for historic places or which are qualifying structures within a recognized historic district, which have been damaged as a result of a disaster, must have an engineering evaluation performed.

903.6.2 MINIMUM REPAIR CRITERIA. The minimum criteria for repair are included in Section 903.4, Repair Criteria, with due consideration given to the historical rating and nature of the structures. Additional standards and criteria, as noted in Part 8, Title 24, California Code of Regulations, also apply.

903.7 REPAIR CRITERIA FOR UNREINFORCED MASONRY BUILDINGS AND STRUCTURES.

903.7.1 GENERAL. All damaged buildings determined to be bearing wall buildings constructed of unreinforced masonry must be repaired and strengthened to fully comply with the requirements of § 15.04.”

SECTION 17: Chapter 16.20 of the Stanton Municipal Code is hereby added to read as follows:

“Chapter 16.20 INTERNATIONAL SWIMMING POOL AND SPA CODE

16.20.010 International Swimming Pool and Spa Code adopted.

The International Swimming Pool and Spa Code, 2021 Edition, as published by the International Code Council, is hereby adopted as the Swimming Pool and Spa Code of the City of Stanton.

16.20.020 International Swimming Pool and Spa Code amended.

Section [A] 101.1 Title is amended to read as follows:

[A] 101.1 Title. These regulations shall be known as the Swimming Pool and Spa Code of the City of Stanton hereinafter to as “this code.”

Section [A] 102.7.1 Application of the International Codes is amended to read as follows:

[A] 102.7.1 Application of the International Codes. Where the International Residential Code is referenced in this code, the provisions of the California Residential Code shall apply to related systems in detached one- and two-family dwellings and townhouses not more than three stories in height. Other related systems shall comply with the applicable California Codes or referenced standard.

Section [A] 105.6 Fees is amended to read as follows:

[A] 105.6 Fees. A permit shall not be valid until the fees prescribed by law have been paid. All fees related to and any permit, work, inspection, violation, plan review or refunds shall be in accordance with Section 109 of the California Building Code.

Section [A] 105.6.2 Fee schedule and [A] 105.6.3 Fee refunds are deleted in their entirety without replacement.

Section [A] 108.2 Membership of board is amended to read as follows:

[A] 108.2 Board of appeals. The Board of Appeals shall consist of members as set forth in Chapter 113.1 of the California Building Code and any amendments of the Stanton Municipal Code.

Section [A] 108.2.1 Qualifications is deleted in its entirety without replacement.

Section 305.2.1 Barrier height and clearances is amended to read as follows:

305.2.1 Barrier height and clearances Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall be not less than 60 inches (1524 mm) above grade where measured on the side of the barrier that faces away from the pool or spa. Such height shall exist around the entire perimeter of the barrier and for a distance of 3 feet (914 mm) measured horizontally from the outside of the required barrier.

(The remaining language in 305.2.1 is to remain and unchanged.)”

SECTION 18: Chapter 16.21 of the Stanton Municipal Code is hereby added to read as follows:

“Chapter 16.21 FIRE CODE

16.21.010 California Fire Code adopted.

The California Fire Code, 2022 Edition, with Appendices B, BB, C and CC, as published by the California Building Standards Commission, is hereby adopted and shall be and become the Fire Code of the City of Stanton.

16.21.020 California Fire Code amended.

“Chapter 1

Scope and Administration

Chapter 1 General Requirements. Adopt Chapter 1 in its entirety, with the following amendments:

Section 112.4 Violation penalties is hereby revised as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 112.4.2 Infraction and misdemeanor is hereby added as follows:

112.4.2 Infraction and misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Chapter 2

Definitions

Chapter 2 Definitions is adopted in its entirety as amended by SFM with the following amendments:

Sections 202 General Definitions is hereby revised by adding “OCFA” and “Spark Arrester” as follows:

202 General Definitions

OCFA: Orange County Fire Authority, authority having jurisdiction.

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

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

Chapter 3

General Requirements

Chapter 3 General Requirements. Adopt Chapter 3 in its *entirety* with the exception of Sections 308.1.4, 311.5 through 311.5.5, 318, and 319, and with the following amendments:

Section 304.1.2 Vegetation is hereby revised as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-05 "Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program."

Section 305.6 Hazardous Conditions is hereby added as follows:

305.6 Hazardous conditions. Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. when predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared
2. when an official sign was caused to be posted by the fire code official, or a public announcement is made

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7 Disposal of rubbish is hereby added as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES is hereby revised as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND *PORTABLE* OUTDOOR FIREPLACES

Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

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

Section 307.6.1 Gas-fueled devices is hereby added as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions

which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1 Where prohibited is hereby added as follows:

307.6.2.1 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324 Fuel Modification Requirements for New Construction is hereby added as follows:

324 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

Section 325 Clearance of brush or vegetation growth from roadways is hereby added as follows:

325 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as

ground covers, provided that they do not form a means of readily transmitting fire.

Section 326 Unusual Circumstances is hereby added as follows:

326 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327 Use of Equipment is hereby added as follows:

327 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition.

Section 327.1 Use of Equipment and Devices Generating Heat, Sparks or Open Flames is hereby added as follows:

327.1 Equipment and devices generating heat, sparks or open flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices,

or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30-foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 327.2 Spark Arresters is hereby added as follows:

327.2 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 324327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Chapter 4

Emergency Planning and Preparedness

Chapter 4: Emergency Planning and Preparedness. Adopt only those sections and subsections adopted by SFM with the following amendment.

Section 407.5 is revised as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall include OCFA's Chemical Classification Guideline in accordance with Section 5001.5.2.

Chapter 5

Fire Service Features

Chapter 5 Fire Service Features is adopted in its entirety as amended by SFM with the following amendments:

SECTION 501.1 Scope is revised as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter_and, where required by the fire code official, with OCFA Guideline B-01, "Fire Master Plan for Commercial & Residential Development."

Section 510.1 Emergency responder radio coverage in new buildings is revised as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the requirements of the Orange County Sheriff's Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:
 - a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
 - b. Elevators.
 - c. Structures that meet all of the following:
 - i. Three stories or less, and
 - ii. Do not have subterranean storage or parking, and
 - iii. Do not exceed 50,000 square feet on any single story.
 - d. Structures that meet all of the following:
 - i. Residential structures four stories or less, and
 - ii. Constructed of wood, and
 - iii. Do not have subterranean storage or parking, and
 - iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Chapter 6

Building Services and Systems

Chapter 6 Building Services and Systems is adopted in its entirety as amended by SFM.

Chapter 7

Fire and Smoke Protection Features

Chapter 7 Fire and Smoke Protection Features is adopted in its entirety as amended by SFM.

Chapter 8

Interior Finish, Decorative Materials and Furnishings

Chapter 8 Interior Finish, Decorative Materials and Furnishings is adopted in its entirety as amended by SFM.

Chapter 9

Fire Protection and Life Safety Systems

Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety as amended by SFM with the following amendments:

Section 903.2 Where required is hereby revised as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

1. **New buildings:** Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2., an automatic fire sprinkler system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code.

2. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic fire sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:

- a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
- b. When an addition exceeds 2000 square feet, and the resulting building area exceeds 5000 square feet.
- c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised as follows:

903.2.8 Group R. An automatic fire sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

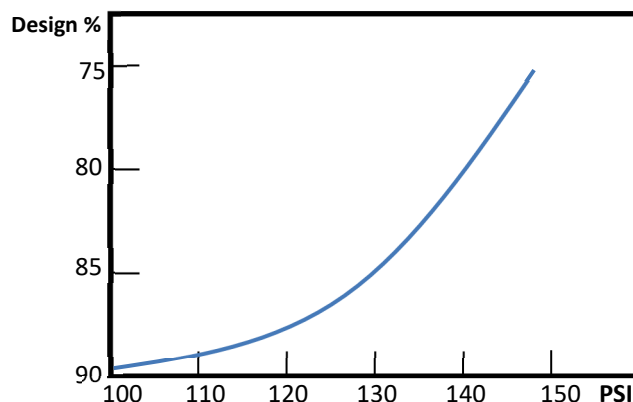
1. **New Buildings:** An automatic sprinkler fire system shall be installed throughout all new buildings.
2. **Existing R-3 Buildings:** An automatic fire sprinkler system shall be installed throughout when one of the following conditions exists:
 1. When the floor area of alterations within any two-year period exceeds 50 percent of gross floor area of the existing structure and the building gross floor area exceeds 5,500 square feet; or:
 2. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

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

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

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 10

Means of Egress

Chapter 10 Means of Egress is adopted in its entirety as amended by SFM.

Chapter 11

Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings. Adopt only those sections and subsections adopted by SFM.

Chapter 12

Energy Systems

Chapter 12 Energy Systems is adopted in its entirety as amended by SFM.

Chapter 20

Aviation Facilities

Chapter 20 Aviation Facilities is adopted in its entirety.

Chapter 21

Dry Cleaning

Chapter 21 Dry Cleaning is adopted in its entirety as amended by SFM.

Chapter 22

Combustible Dust-Producing Operations

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety as amended by SFM.

**Chapter 23
Motor Fuel-Dispensing Facilities and Repair Garages**

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety as amended by SFM.

**Chapter 24
Flammable Finishes**

Chapter 24 Flammable Finishes is adopted in its entirety as amended by SFM.

**Chapter 25
Fruit and Crop Ripening**

Chapter 25 Fruit and Crop Ripening is not adopted.

**Chapter 26
Fumigation and Insecticidal Fogging**

Chapter 26 Fumigation and Insecticidal Fogging is not adopted.

**Chapter 27
Semiconductor Fabrication Facilities**

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety.

**Chapter 28
Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities**

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2 Permit is hereby revised as follows:

2801.2 Permit. Permits shall be required as set forth in Section 105.6 and 105.6.29.

Section 2808.2 Storage site is hereby revised as follows:

2808.2 Storage site. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned, and approval obtained from the fire code official before transferring products to the site.

Section 2808.3 Size of piles is hereby revised as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

1. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
2. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
3. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
4. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified, and maintained.
5. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4 Pile Separation is hereby revised as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7 Pile fire protection is hereby revised as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9 Material-handling equipment is hereby revised as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available

for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11 Temperature control is hereby added as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1 Pile temperature control is hereby added as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2 New material temperature control is hereby added as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12 Water availability is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2-hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13 Tipping area is hereby added as follows:

2808.13 Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20-foot-wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14 Emergency Contact is hereby added as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Section 2808.15 Maximum Grid of Piles and Rows is hereby added as follows:

2808.15 Maximum Grid of Piles and Rows, Rows of Piles shall not exceed 500 feet by 500 feet. Grids shall be separated by a minimum 50 foot clear space used for no other purpose.

2808.16 Push-out / Clear area is hereby added as follows:

2808.16 Push-out / Clear area Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any pile and shall be located a minimum of 20 feet from any building.

Chapter 29 Manufacture of Organic Coatings

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety.

Chapter 30 Industrial Ovens

Chapter 30 Industrial Ovens is adopted in its entirety.

Chapter 31 Tents, Temporary Special Event Structures and Other Membrane Structures

Chapter 31 Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety as amended by SFM.

Chapter 32 High-Piled Combustible Storage

Chapter 32 High-Piled Combustible Storage is adopted in its entirety as amended by SFM.

Chapter 33 Fire Safety During Construction and Demolition

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety.

**Chapter 34
Tire Rebuilding and Tire Storage**

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety as amended by SFM.

**Chapter 35
Welding and Other Hot Work**

Chapter 35 Welding and Other Hot Work is adopted in its entirety.

**Chapter 36
Marinas**

Chapter 36 Marinas is adopted in its entirety.

**Chapter 37
Combustible Fibers**

Chapter 37 Combustible Fibers is adopted in its entirety.

**Chapter 39
Processing and Extraction Facilities**

Chapter 39 Processing and Extraction Facilities is adopted in its entirety.

**Chapter 40
Storage of Distilled Spirits and Wines**

Chapter 40 Storage of Distilled Spirits and Wines is adopted in its entirety.

**Chapter 48
Motion Picture and Television Production Studio Sound Stages, Approved
Production Facilities and Production Locations**

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety.

**Chapter 49
Requirements for Wildland-Urban Interface Fire Areas**

Chapter 49 Requirements for Wildland-Urban Interface Fire Areas is adopted in its entirety with the following amendment:

Section 4903.3 Fuel Modification Plans is hereby added as follows:

4903.3 Fuel Modification Plans. Fuel modification plans shall be reviewed and approved by OCFA for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

Chapter 50 Hazardous Materials – General Provisions

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety as amended by SFM with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS), is hereby revised as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include. Orange County Fire Authority’s—Chemical Classification Guideline, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises.

Section 5003.1.1.1 Extremely Hazardous Substances is hereby added as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51 Aerosols

Chapter 51 Aerosols is adopted in its entirety.

Chapter 53 Compressed Gases

Chapter 53 Compressed Gases is adopted in its entirety.

Chapter 54 Corrosive Materials

Chapter 54 Corrosive materials is adopted in its entirety as amended by SFM.

Chapter 55 Cryogenic Fluids

Chapter 55 Cryogenic Fluids is adopted in its entirety.

Chapter 56 Explosives and Fireworks

Chapter 56 Explosives and Fireworks is adopted in its entirety as amended by SFM with the following amendments:

Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. All fireworks display, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3 Application for Permit is hereby added as follows:

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57 Flammable and Combustible Liquids

Chapter 57 Flammable and Combustible Liquids. Adopt Chapter 57, as adopted and amended by SFM.

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids. Adopt Chapter 58 in its entirety as amended by SFM.

Chapter 59 Flammable Solids

Chapter 59 Flammable Solids is adopted in its entirety.

Chapter 60 Highly Toxic and Toxic Materials

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety.

Chapter 61
Liquefied Petroleum Gases

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety.

Chapter 62
Organic Peroxides

Chapter 62 Organic Peroxides is adopted in its entirety.

Chapter 63
Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids

Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety.

Chapter 64
Pyrophoric Materials

Chapter 64 Pyrophoric Materials is adopted in its entirety.

Chapter 65
Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety.

Chapter 66
Unstable (Reactive) Materials

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety.

Chapter 67
Water-Reactive Solids and Liquids

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety.

Chapter 80
Referenced Standards

Chapter 80 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2022 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

9.4.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers
5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by fire code official.

NFPA 13D 2022 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2019 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby is deleted in its entirety.

NFPA 24, 2019 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby amended as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

1. A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the post indicator valve.
2. A wall post indicator valve
3. An indicating valve in a pit, installed in accordance with Section 6.4
4. A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.
5. Control valves installed in a fire-rated room accessible from the exterior
6. Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube

or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch-wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby added as follows:

10.4.3.2. Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

Appendices

Appendix A is deleted in its entirety.

Appendix B is adopted in its entirety.

Appendix BB is adopted in its entirety.

Appendix C is adopted in its entirety.

Appendix CC is adopted in its entirety.

Appendix D is deleted in its entirety.

Appendix E is deleted in its entirety.

Appendix F is deleted in its entirety.

Appendix G is deleted in its entirety.

Appendix H is deleted in its entirety.

Appendix I is deleted in its entirety.

Appendix J is deleted in its entirety.

Appendix K is deleted in its entirety.

Appendix L is deleted in its entirety.

Appendix M is deleted in its entirety.

Appendix N is deleted in its entirety.

Appendix O is deleted in its entirety.”

SECTION 19: Chapter 17.08 of Title 17 of the Stanton Municipal Code is hereby added to read as follows:

“Chapter 17.08 FIRE CODE

17.08.010 California Fire Code adopted.

The California Fire Code, 2022 Edition, with Appendices B, BB, C and CC, as published by the California Building Standards Commission, is hereby adopted and shall be and become the Fire Code of the City of Stanton.

17.08.020 California Fire Code amended.

“Chapter 1

Scope and Administration

Chapter 1 General Requirements. Adopt Chapter 1 in its entirety, with the following amendments:

Section 112.4 Violation penalties is hereby revised as follows:

112.4 Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or shall fail to comply with any issued orders or notices or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties assessed as prescribed in the OCFA Prevention Field Services adopted fee schedule. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 112.4.2 Infraction and misdemeanor is hereby added as follows:

112.4.2 Infraction and misdemeanor. Persons operating or maintaining any occupancy, premises or vehicle subject to this code that shall permit any fire or life safety hazard to exist on premises under their control shall be guilty of an infraction. Persons who fail to take immediate action to abate a fire or life safety hazard when ordered or notified to do so by the chief or a duly authorized representative are guilty of a misdemeanor.

Chapter 2

Definitions

Chapter 2 Definitions is adopted in its entirety as amended by SFM with the following amendments:

Sections 202 General Definitions is hereby revised by adding “OCFA” and “Spark Arrester” as follows:

202 General Definitions

OCFA: Orange County Fire Authority, authority having jurisdiction.

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

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

Chapter 3

General Requirements

Chapter 3 General Requirements. Adopt Chapter 3 in its *entirety* with the exception of Sections 308.1.4, 311.5 through 311.5.5, 318, and 319, and with the following amendments:

Section 304.1.2 Vegetation is hereby revised as follows:

304.1.2 Vegetation. Weeds, grass, vines or other growth that is capable of being ignited and endangering property, shall be cut down and removed by the owner or occupant of the premises. Vegetation clearance requirement in urban-wildland interface areas shall be in accordance with Chapter 49. Type, amount, arrangement, and maintenance of vegetation in a fuel modification area, interior slope, or similarly hazardous area shall be in accordance with OCFA Guideline C-

05 "Vegetation Management Guideline—Technical Design for New Construction, Fuel Modification Plans, and Maintenance Program."

Section 305.6 Hazardous Conditions is hereby added as follows:

305.6 Hazardous conditions. Outdoor fires burning wood or other solid fuel are not allowed when any of the following conditions applies:

1. When predicted sustained winds exceed 8 MPH and relative humidity is less than 25%, or a red flag condition has been declared.
2. When an official sign was caused to be posted by the fire code official, or a public announcement is made.

No outdoor fires using any fuel type are permitted when predicted sustained winds exceed 20 MPH or when such fires present a hazard as determined by the fire code official.

Section 305.7 Disposal of rubbish is hereby added as follows:

305.7 Disposal of rubbish. Rubbish, trash or combustible waste material shall be burned only within an approved incinerator and in accordance with Section 307.2.1.

Section 307 OPEN BURNING, RECREATIONAL FIRES AND PORTABLE OUTDOOR FIREPLACES is hereby revised as follows:

SECTION 307 OPEN BURNING, RECREATIONAL FIRES, FIRE PITS, FIRE RINGS, AND PORTABLE OUTDOOR FIREPLACES

Sections 307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies is hereby added as follows:

307.6 Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices used at Group R Occupancies. Outdoor fireplaces, fire pits, fire rings, or similar exterior devices used at Group R occupancies shall comply with this section.

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

Section 307.6.1 Gas-fueled devices is hereby added as follows:

307.6.1 Gas-fueled devices. Outdoor fireplaces, fire pits and similar devices fueled by natural gas or liquefied-petroleum gas are allowed when approved by the Building Department and the device is designed to only burn a gas flame and not wood or other solid fuel. At R-3 occupancies, combustible construction and

vegetation shall not be located within three feet of an atmospheric column that extends vertically from the perimeter of the device. At other R occupancies, the minimum distance shall be ten feet. Where a permanent Building Department approved hood and vent is installed, combustible construction may encroach upon this column between the bottom of the hood and the vent opening. Where chimneys or vents are installed, they shall have a spark arrester as defined in Section 202.

Section 307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas is hereby added as follows:

307.6.2 Devices using wood or fuels other than natural gas or liquefied-petroleum gas. Permanent outdoor fireplaces burning wood or other solid fuel shall be constructed in accordance with the California Building Code with clearance from combustible construction and building openings as required therein. Fires in a fireplace shall be contained within a firebox with an attached chimney. The opening in the face of the firebox shall have an installed and maintained method of arresting sparks.

The burning of wood or other solid fuel in a device is not allowed within 25 feet of combustible structures unless within an approved permanent fireplace, Conditions which could cause a fire to spread within 25 feet of a structure or to vegetation shall be eliminated prior to ignition. Fires in devices burning wood or solid fuel shall be in accordance with Sections 305, 307, and 308.

Exceptions:

1. Portable fireplaces and fire rings/pits equipped with a device to arrest sparks shall be located at least 3' from combustible construction at R-3 occupancies,
2. Portable fireplaces, and fire pits/rings equipped with a device to arrest sparks, shall be located at least 15 feet from combustible structures at other R occupancies.

Section 307.6.2.1 Where prohibited is hereby added as follows:

307.6.2.1 Where prohibited. The burning of wood and other solid fuels shall not be conducted within a fuel modification zone, Wildfire Risk Area (WRA), Wildland-Urban Interface Area (WUI), or in locations where conditions could cause the spread of fire to the WRA or WUI.

Exceptions:

1. Permanent fireplaces that are not located in a fuel modification zone
2. Where determined by the Fire Code Official that the location or design of the device should reasonably prevent the start of a wildfire.

Section 324 Fuel Modification Requirements for New Construction is hereby added as follows:

324 Fuel Modification Requirements for New Construction. All new structures and facilities adjoining land containing hazardous combustible vegetation shall be approved and in accordance with the requirements of OCFA Guideline C-05 “Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program.”

Section 325 Clearance of brush or vegetation growth from roadways is hereby added as follows:

325 Clearance of brush or vegetation growth from roadways. The fire code official is authorized to cause areas within 10 feet (3048 mm) on each side of portions of highways and private streets which are improved, designed or ordinarily used for vehicular traffic, to be cleared of flammable vegetation and other combustible growth. Measurement shall be from the flow-line or the end of the improved edge of the roadway surfaces.

Exception: Single specimens of trees, ornamental shrubbery or cultivated ground cover such as green grass, ivy, succulents or similar plants used as ground covers, provided that they do not form a means of readily transmitting fire.

Section 326 Unusual Circumstances is hereby added as follows:

326 Unusual circumstances. The fire code official may suspend enforcement of the vegetation management requirements and require reasonable alternative measures designed to advance the purpose of this code if determined that in any specific case that any of the following conditions exist:

1. Difficult terrain.
2. Danger of erosion.
3. Presence of plants included in any state and federal resources agencies, California Native Plant Society and county-approved list of wildlife, plants, rare, endangered and/or threatened species.
4. Stands or groves of trees or heritage trees.
5. Other unusual circumstances that make strict compliance with the clearance of vegetation provisions undesirable or impractical.

Section 327 Use of Equipment is hereby added as follows:

327 Use of equipment. Except as otherwise provided in this section, no person shall use, operate, or cause to be operated in, upon or adjoining any hazardous fire area any internal combustion engine which uses hydrocarbon fuels, unless the engine is equipped with a spark arrester as defined in Section 202 maintained in effective working order, or the engine is constructed, equipped and maintained for the prevention of fire.

Exceptions:

1. Engines used to provide motor power for trucks, truck tractors, buses, and passenger vehicles, except motorcycles, are not subject to this section if the exhaust system is equipped with a muffler as defined in the Vehicle Code of the State of California.
2. Turbocharged engines are not subject to this section if all exhausted gases pass through the rotating turbine wheel, there is no exhaust bypass to the atmosphere, and the turbocharger is in good mechanical condition.

Section 327.1 Use of Equipment and Devices Generating Heat, Sparks or Open Flames is hereby added as follows:

327.1 Equipment and devices generating heat, sparks or open flames. During any time of the year within Wildfire Risk Areas, within or immediately adjacent to any forest- or brush-covered land or non-irrigated grass-covered land, no person shall use or operate any welding equipment, cutting torches, tar pots, grinding devices, or other tools or equipment that may produce a spark, fire, or flame that could result in a wildfire without doing the following:

1. First clearing away all flammable material, including snags, from the area around such operation for a distance of 30 feet or other approved method to reduce fire spread into the wildlands. If 30-foot clearing cannot be achieved, then an alternate method shall be approved by the AHJ prior to work starting.
2. Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.
3. Stop work when winds are 8 MPH or greater during periods when relative humidity is less than 25%, or a red flag condition has been declared or public announcement is made, when an official sign was caused to be posted by the fire code official, or when such fires present a hazard as determined by the fire code official.
4. Keep a cell phone nearby and call 911 immediate in case of fire.

Section 327.2 Spark Arresters is hereby added as follows:

327.2 Spark arresters. Spark arresters shall comply with Section 202, and when affixed to the exhaust system of engines or vehicles subject to Section 324327 shall not be placed or mounted in such a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

Chapter 4

Emergency Planning and Preparedness

Chapter 4: Emergency Planning and Preparedness. Adopt only those sections and subsections adopted by SFM with the following amendment.

Section 407.5 is revised as follows:

407.5 Hazardous Materials Inventory Statement. Where required by the fire code official, each application for a permit shall include OCFA's Chemical Classification Guideline in accordance with Section 5001.5.2.

Chapter 5

Fire Service Features

Chapter 5 Fire Service Features is adopted in its entirety as amended by SFM with the following amendments:

SECTION 501.1 Scope is revised as follows:

501.1 Scope. Fire service features for buildings, structures and premises shall comply with this chapter and, where required by the fire code official, with OCFA Guideline B-01, "Fire Master Plan for Commercial & Residential Development."

Section 510.1 Emergency responder radio coverage in new buildings is revised as follows:

510.1 Emergency responder radio coverage in new buildings. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This section shall not require improvement of the existing public safety communication systems. The Emergency Responder Radio Coverage System shall comply with the requirements of the Orange County Sheriff's Department, Communications and Technology Division, and where the functionality of performance requirements in the California Fire Code are more stringent, this code.

Exceptions:

1. In buildings or structures where it is determined by the fire code official that the radio coverage system is not needed, including but not limited to the following:

- a. Existing buildings or structures, unless required by the Building Official and OCFA for buildings and structures undergoing extensive remodel and/or expansion.
- b. Elevators.
- c. Structures that meet all of the following:
 - i. Three stories or less, and
 - ii. Do not have subterranean storage or parking, and
 - iii. Do not exceed 50,000 square feet on any single story.
- d. Structures that meet all of the following:
 - i. Residential structures four stories or less, and
 - ii. Constructed of wood, and
 - iii. Do not have subterranean storage or parking, and
 - iv. Are not built integral to an above ground multi-story parking structure.

Should a structure that is three stories or less and 50,000 square feet or smaller on any single story include subterranean storage or parking, then this ordinance shall apply only to the subterranean areas.

- 2. In facilities where emergency responder radio coverage is required and such systems, components or equipment required could have a negative impact on the normal operations of the facility, the fire code official shall have the authority to accept an automatically activated emergency radio coverage system.

Chapter 6

Building Services and Systems

Chapter 6 Building Services and Systems is adopted in its entirety as amended by SFM.

Chapter 7

Fire and Smoke Protection Features

Chapter 7 Fire and Smoke Protection Features is adopted in its entirety as amended by SFM.

Chapter 8

Interior Finish, Decorative Materials and Furnishings

Chapter 8 Interior Finish, Decorative Materials and Furnishings is adopted in its entirety as amended by SFM.

Chapter 9

Fire Protection and Life Safety Systems

Chapter 9 Fire Protection and Life Safety Systems is adopted in its entirety as amended by SFM with the following amendments:

Section 903.2 Where required is hereby revised as follows:

903.2 Where required. Approved automatic sprinkler systems in buildings and structures shall be provided when one of the following conditions exists:

New buildings: Notwithstanding any applicable provisions of Sections 903.2.1 through 903.2., an automatic fire sprinkler system shall also be installed in all occupancies when the total building area exceeds 5,000 square feet as defined in Section 202, regardless of fire areas or allowable area, or is more than two stories in height.

Exception: Subject to approval by the Fire Code Official, open parking garages in accordance with Section 406.5 of the California Building Code that are smaller than the area specified in section 903.2.10 (3) or 903.2.10.1 of the California Fire Code.

1. **Existing Buildings:** Notwithstanding any applicable provisions of this code, an automatic fire sprinkler system shall be provided in an existing building when an addition occurs and one of the following conditions exists:
 - a. When an addition is 33% or more of the existing building area, and the resulting building area exceeds 5000 square feet
 - b. When an addition exceeds 2000 square feet, and the resulting building area exceeds 5000 square feet.
 - c. An additional story is added above the second floor regardless of fire areas or allowable area.

Exception: Additions to Group R-3 occupancies shall comply with Section 903.2.8 (2).

Section 903.2.8 Group R is hereby revised as follows:

903.2.8 Group R. An automatic fire sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area as follows:

New Buildings: An automatic sprinkler fire system shall be installed throughout all new buildings.

Existing R-3 Buildings: An automatic fire sprinkler system shall be installed throughout when one of the following conditions exists:

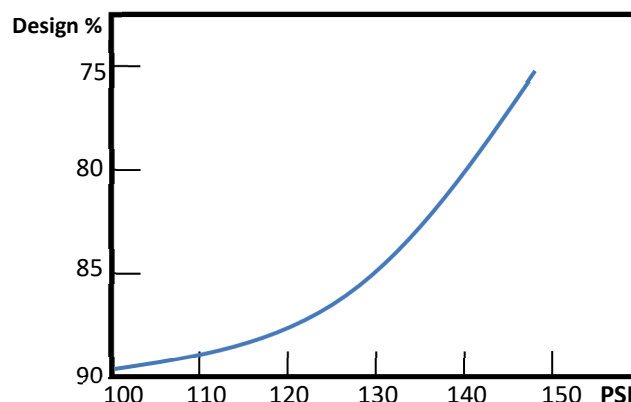
1. When the floor area of alterations within any two-year period exceeds 50 percent of gross floor area of the existing structure and the building gross floor area exceeds 5,500 square feet; or:
2. When an existing Group R Occupancy is being substantially renovated, and where the scope of the renovation is such that the Building Code Official determines that the complexity of installing a sprinkler system would be similar as in a new building.

Section 903.3.5.3 Hydraulically calculated systems is hereby added as follows:

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

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

TABLE 903.3.5.3
Hydraulically Calculated Systems



Chapter 10

Means of Egress

Chapter 10 Means of Egress is adopted in its entirety as amended by SFM.

Chapter 11

Construction Requirements for Existing Buildings

Chapter 11 Construction Requirements for Existing Buildings. Adopt only those sections and subsections adopted by SFM.

Chapter 12

Energy Systems

Chapter 12 Energy Systems is adopted in its entirety as amended by SFM.

Chapter 20 Aviation Facilities

Chapter 20 Aviation Facilities is adopted in its entirety.

Chapter 21 Dry Cleaning

Chapter 21 Dry Cleaning is adopted in its entirety as amended by SFM.

Chapter 22 Combustible Dust-Producing Operations

Chapter 22 Combustible Dust-Producing Operations is adopted in its entirety as amended by SFM.

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages

Chapter 23 Motor Fuel-Dispensing Facilities and Repair Garages is adopted in its entirety as amended by SFM.

Chapter 24 Flammable Finishes

Chapter 24 Flammable Finishes is adopted in its entirety as amended by SFM.

Chapter 25 Fruit and Crop Ripening

Chapter 25 Fruit and Crop Ripening is not adopted.

Chapter 26 Fumigation and Insecticidal Fogging

Chapter 26 Fumigation and Insecticidal Fogging is not adopted.

Chapter 27 Semiconductor Fabrication Facilities

Chapter 27 Semiconductor Fabrication Facilities is adopted in its entirety.

Chapter 28

Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities

Chapter 28 Lumber Yards and Agro-Industrial, Solid Biomass and Woodworking Facilities is adopted in its entirety with the following amendments:

Section 2801.2 Permit is hereby revised as follows:

2801.2 Permit. Permits shall be required as set forth in Section 105.6 and 105.6.29.

Section 2808.2 Storage site is hereby revised as follows:

2808.2 Storage site. Storage sites shall be level and on solid ground, elevated soil lifts or other all-weather surface. Sites shall be thoroughly cleaned, and approval obtained from the fire code official before transferring ~~wood~~-products to the site.

Section 2808.3 Size of piles is hereby revised as follows:

2808.3 Size of piles. Piles shall not exceed 15 feet in height, 50 feet in width and 100 feet in length.

Exception: The fire code official is authorized to allow the pile size to be increased where a fire protection plan is provided for approval that includes, but is not limited to, the following:

6. Storage yard areas and materials-handling equipment selection, design and arrangement shall be based upon sound fire prevention and protection principles.
7. Factor that lead to spontaneous heating shall be identified in the plan, and control of the various factors shall be identified and implemented, including provisions for monitoring the internal condition of the pile.
8. The plan shall include means for early fire detection and reporting to the public fire department; and facilities needed by the fire department for fire extinguishment including a water supply and fire hydrants.
9. Fire apparatus access roads around the piles and access roads to the top of the piles shall be established, identified, and maintained.
10. Regular yard inspections by trained personnel shall be included as part of an effective fire prevention maintenance program.

Additional fire protection called for in the plan shall be provided and shall be installed in accordance with this code. The increase of the pile size shall be based upon the capabilities of the installed fire protection system and features.

Section 2808.4 Pile Separation is hereby revised as follows:

2808.4. Pile separation. Piles shall be separated from adjacent piles by a minimum distance of 20 feet. Additionally, piles shall have a minimum separation of 100 feet from combustible vegetation.

Section 2808.7 Pile fire protection is hereby revised as follows:

2808.7 Pile fire protection. Automatic sprinkler protection shall be provided in conveyor tunnels and combustible enclosures that pass under a pile. Combustible conveyor systems and enclosed conveyor systems shall be equipped with an approved automatic sprinkler system. Oscillating sprinklers with a sufficient projectile reach are required to maintain a 40% to 60% moisture content and wet down burning/smoldering areas.

Section 2808.9 Material-handling equipment is hereby revised as follows:

2808.9 Material-handling equipment. All material-handling equipment operated by an internal combustion engine shall be provided and maintained with an approved spark arrester. Approved material-handling equipment shall be available for moving wood chips, hogged material, wood fines and raw product during fire-fighting operations.

Section 2808.11 Temperature control is hereby added as follows:

2808.11 Temperature control. The temperature shall be monitored and maintained as specified in Sections 2808.11.1 and 2808.11.2.

Section 2808.11.1 Pile temperature control is hereby added as follows:

2808.11.1 Pile temperature control. Piles shall be rotated when internal temperature readings are in excess of 165 degrees Fahrenheit.

Section 2808.11.2 New material temperature control is hereby added as follows:

2808.11.2 New material temperature control. New loads delivered to the facility shall be inspected and tested at the facility entry prior to taking delivery. Material with temperature exceeding 165 degrees Fahrenheit shall not be accepted on the site. New loads shall comply with the requirements of this chapter and be monitored to verify that the temperature remains stable.

Section 2808.12 Water availability is hereby added as follows:

2808.12 Water Availability. Facilities with over 2500 cubic feet shall provide a water supply. The minimum fire flow shall be no less than 500 GPM @ 20 psi for a minimum of 1 hour duration for pile heights up to 6 feet and 2-hour duration for pile heights over 6 feet. If there is no water purveyor, an alternate water supply

with storage tank(s) shall be provided for fire suppression. The water supply tank(s) shall provide a minimum capacity of 2500 gallons per pile (maximum 30,000 gallons) for piles not exceeding 6 feet in height and 5000 gallons per pile (maximum 60,000) for piles exceeding 6 feet in height. Water tank(s) shall not be used for any other purpose unless the required fire flow is left in reserve within the tank at all times. An approved method shall be provided to maintain the required amount of water within the tank(s).

Section 2808.13 Tipping area is hereby added as follows:

2808.13 Tipping areas shall comply with the following:

1. Tipping areas shall not exceed a maximum area of 50 feet by 50 feet.
2. Material within a tipping area shall not exceed 5 feet in height at any time.
3. Tipping areas shall be separated from all piles by a 20-foot-wide fire access lane.
4. A fire hydrant or approved fire water supply outlet shall be located within 150 feet of all points along the perimeter of the tipping area.
5. All material within a tipping area shall be processed within 5 days of receipt.

Section 2808.14 Emergency Contact is hereby added as follows:

2808.14 Emergency Contact. The contact information of a responsible person or persons shall be provided to the Fire Department and shall be posted at the entrance to the facility for responding units. The responsible party should be available to respond to the business in emergency situation.

Section 2808.15 Maximum Grid of Piles and Rows is hereby added as follows:

2808.15 Maximum Grid of Piles and Rows, Rows of Piles shall not exceed 500 feet by 500 feet. Grids shall be separated by a minimum 50 foot clear space used for no other purpose.

2808.16 Push-out / Clear area is hereby added as follows:

2808.16 Push-out / Clear area Piles exceeding 20 cubic yards shall be provided with push-out areas. Push-out areas shall be maintained clear at all times to allow for the largest pile to be spread out to a depth of 2 feet in height. Push-out areas shall be located within 250 feet of all edges of any pile and shall be located a minimum of 20 feet from any building.

Chapter 29

Manufacture of Organic Coatings

Chapter 29 Manufacture of Organic Coatings is adopted in its entirety.

**Chapter 30
Industrial Ovens**

Chapter 30 Industrial Ovens is adopted in its entirety.

**Chapter 31
Tents, Temporary Special Event Structures and Other Membrane Structures**

Chapter 31 Temporary Special Event Structures and Other Membrane Structures is adopted in its entirety as amended by SFM.

**Chapter 32
High-Piled Combustible Storage**

Chapter 32 High-Piled Combustible Storage is adopted in its entirety as amended by SFM.

**Chapter 33
Fire Safety During Construction and Demolition**

Chapter 33 Fire Safety During Construction and Demolition is adopted in its entirety.

**Chapter 34
Tire Rebuilding and Tire Storage**

Chapter 34 Tire Rebuilding and Tire Storage is adopted in its entirety as amended by SFM.

**Chapter 35
Welding and Other Hot Work**

Chapter 35 Welding and Other Hot Work is adopted in its entirety.

**Chapter 36
Marinas**

Chapter 36 Marinas is adopted in its entirety.

**Chapter 37
Combustible Fibers**

Chapter 37 Combustible Fibers is adopted in its entirety.

**Chapter 39
Processing and Extraction Facilities**

Chapter 39 Processing and Extraction Facilities is adopted in its entirety.

**Chapter 40
Storage of Distilled Spirits and Wines**

Chapter 40 Storage of Distilled Spirits and Wines is adopted in its entirety.

**Chapter 48
Motion Picture and Television Production Studio Sound Stages, Approved
Production Facilities and Production Locations**

Chapter 48 Motion Picture and Television Production Studio Sound Stages, Approved Production Facilities and Production Locations is adopted in its entirety.

**Chapter 49
Requirements for Wildland-Urban Interface Fire Areas**

Chapter 49 Requirements for Wildland-Urban Interface Fire Areas is adopted in its entirety with the following amendment:

Section 4903.3 Fuel Modification Plans is hereby added as follows:

4903.3 Fuel Modification Plans. Fuel modification plans shall be reviewed and approved by OCFA for all new buildings to be built or installed in a wildfire risk area. Plans shall meet the criteria set forth in OCFA Guideline C-05 "Vegetation Management Guideline – Technical Design for New Construction Fuel Modification Plans and Maintenance Program."

**Chapter 50
Hazardous Materials – General Provisions**

Chapter 50 Hazardous Materials – General Provisions is adopted in its entirety as amended by SFM with the following amendments.

Section 5001.5.2 Hazardous Materials Inventory Statement (HMIS), is hereby revised as follows:

5001.5.2 Hazardous Materials Inventory Statement (HMIS). Where required by the fire code official, an application for a permit shall include. Orange County Fire Authority's—Chemical Classification Guideline, which shall be completed and approved prior to approval of plans, and/or the storage, use or handling of chemicals on the premises.

Section 5003.1.1.1 Extremely Hazardous Substances is hereby added as follows:

5003.1.1.1 Extremely Hazardous Substances. No person shall use or store any amount of extremely hazardous substances (EHS) in excess of the disclosable amounts (see Health and Safety Code Section 25500 et al) in a residential zoned or any residentially developed property.

Chapter 51 Aerosols

Chapter 51 Aerosols is adopted in its entirety.

Chapter 53 Compressed Gases

Chapter 53 Compressed Gases is adopted in its entirety.

Chapter 54 Corrosive Materials

Chapter 54 Corrosive materials is adopted in its entirety as amended by SFM.

Chapter 55 Cryogenic Fluids

Chapter 55 Cryogenic Fluids is adopted in its entirety.

Chapter 56 Explosives and Fireworks

Chapter 56 Explosives and Fireworks is adopted in its entirety as amended by SFM with the following amendments:

Section 5608.2 Firing is hereby added as follows:

5608.2 Firing. All fireworks display, regardless of mortar, device, or shell size, shall be electrically fired.

Section 5608.3 Application for Permit is hereby added as follows:

Section 5608.3 Application for Permit. A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged, the fallout area based on 100 feet per inch of shell size, the location of all buildings, roads, and other means of transportation, the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone line, or other overhead obstructions shall be provided to OCFA.

Chapter 57
Flammable and Combustible Liquids

Chapter 57 Flammable and Combustible Liquids. Adopt Chapter 57, as adopted and amended by SFM.

Chapter 58
Flammable Gases and Flammable Cryogenic Fluids

Chapter 58 Flammable Gases and Flammable Cryogenic Fluids. Adopt Chapter 58 in its entirety as amended by SFM.

Chapter 59
Flammable Solids

Chapter 59 Flammable Solids is adopted in its entirety.

Chapter 60
Highly Toxic and Toxic Materials

Chapter 60 Highly Toxic and Toxic Materials is adopted in its entirety.

Chapter 61
Liquefied Petroleum Gases

Chapter 61 Liquefied Petroleum Gases is adopted in its entirety.

Chapter 62
Organic Peroxides

Chapter 62 Organic Peroxides is adopted in its entirety.

Chapter 63
Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids

Chapter 63 Oxidizers, Oxidizing Gases, and Oxidizing Cryogenic Fluids is adopted in its entirety.

Chapter 64
Pyrophoric Materials

Chapter 64 Pyrophoric Materials is adopted in its entirety.

Chapter 65
Pyroxylin (Cellulose Nitrate) Plastics

Chapter 65 Pyroxylin (Cellulose Nitrate) Plastics is adopted in its entirety.

**Chapter 66
Unstable (Reactive) Materials**

Chapter 66 Unstable (Reactive) Materials is adopted in its entirety.

**Chapter 67
Water-Reactive Solids and Liquids**

Chapter 67 Water-Reactive Solids and Liquids is adopted in its entirety.

**Chapter 80
Referenced Standards**

Chapter 80 Referenced Standards is adopted in its entirety with the following amendments:

NFPA 13, 2022 Edition, Standard for the Installation of Sprinkler Systems is hereby amended as follows:

Section 16.12.3.3 is hereby revised as follows:

16.12.3.3 Fire department connections (FDC) shall be of an approved type. The location shall be approved and be no more than 150 feet from a public hydrant. The FDC may be located within 150 feet of a private fire hydrant when approved by the fire code official. The size of piping and the number of 2½" inlets shall be approved by the fire code official. If acceptable to the water authority, it may be installed on the backflow assembly. Fire department inlet connections shall be painted OSHA safety red or as approved. When the fire sprinkler density design requires more than 500 gpm (including inside hose stream demand), or a standpipe system is included, four 2½" inlets shall be provided.

Section 9.4.3.1 is hereby revised as follows:

9.4.3.1 When fire sprinkler systems are installed in shell buildings of undetermined use (Spec Buildings) other than warehouses (S occupancies), fire sprinklers of the quick-response type shall be used. Use is considered undetermined if a specific tenant/occupant is not identified at the time the fire sprinkler plan is submitted. Sprinklers in light hazard occupancies shall be one of the following:

1. Quick-response type as defined in 3.6.4.8
2. Residential sprinklers in accordance with the requirements of 8.4.5
3. Quick response CMSA sprinklers
4. ESFR sprinklers

5. Standard-response sprinklers used for modifications or additions to existing light hazard systems equipped with standard-response sprinklers
6. Standard-response sprinklers used where individual standard-response sprinklers are replaced in existing light hazard systems

Section 9.2.1.7 is hereby revised as follows:

9.2.1.7 Concealed spaces filled with noncombustible insulation shall not require sprinkler protection when approved by fire code official.

NFPA 13D 2022 Edition, Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes is hereby amended as follows:

Section 7.1.2 is hereby revised as follows:

7.1.2 The sprinkler system piping shall not have separate control valves installed unless supervised by a central station, proprietary, or remote station alarm service.

NFPA 14, 2019 Edition, Installation of Standpipe and Hose Systems is hereby amended as follows:

Section 7.3.1.1 is hereby deleted in its entirety.

NFPA 24, 2019 Edition, Standard for the Installation of Private Fire Service Mains and Their Appurtenances is hereby amended as follows:

Section 6.2.8.1 is hereby added as follows:

6.2.8.1 All indicating valves controlling fire suppression water supplies shall be painted OSHA red.

Exceptions:

1. Brass or bronze valves on sprinkler risers mounted to the exterior of the building may be left unpainted.
2. Where OS&Y valves on the detector check assembly are the only control valves, at least one OS&Y valve shall be painted red.

Section 6.2.9 is hereby amended as follows:

All connections to private fire service mains for fire protection systems shall be arranged in accordance with one of the following so that they can be isolated:

1. A post indicator valve installed not less than 40 ft (12 m) from the building
 - (a) For buildings less than 40 ft (12 m) in height, a post indicator valve shall be permitted to be installed closer than 40 ft (12 m) but at least

as far from the building as the height of the wall facing the post indicator valve.

2. A wall post indicator valve
3. An indicating valve in a pit, installed in accordance with Section 6.4
4. A backflow preventer with at least one indicating valve not less than 40 ft (12 m) from the building

(a) For buildings less than 40 ft (12 m) in height, a backflow preventer with at least one indicating valve shall be permitted to be installed closer than 40 ft (12 m) but at least as far from the building as the height of the wall facing the backflow preventer.

5. Control valves installed in a fire-rated room accessible from the exterior
6. Control valves in a fire-rated stair enclosure accessible from the exterior

Section 10.1.5 is hereby added as follows:

10.1.5 All ferrous pipe and joints shall be polyethylene encased per AWWA C150, Method A, B, or C. All fittings shall be protected with a loose 8-mil polyethylene tube or sheet. The ends of the tube or sheet shall extend past the joint by a minimum of 12 inches and be sealed with 2-inch-wide tape approved for underground use. Galvanizing does not meet the requirements of this section.

Exception: 304 or 316 Stainless Steel pipe and fittings

Section 10.4.1.1 is hereby revised as follows:

10.4.1.1 All bolted joint accessories shall be cleaned and thoroughly coated with asphalt or other corrosion-retarding material after installation.

Exception: Bolted joint accessories made from 304 or 316 stainless steel.

Section 10.4.1.1.1 is hereby added as follows:

10.4.1.1.1 All bolts used in pipe-joint assembly shall be 316 stainless steel.

Section 10.4.3.2 is hereby added as follows:

10.4.3.2. Where fire service mains enter the building adjacent to the foundation, the pipe may run under a building to a maximum of 24 inches, as measured from the interior face of the exterior wall to the center of the vertical pipe. The pipe under the building or building foundation shall be 304 or 316 stainless steel and shall not contain mechanical joints or it shall comply with 10.4.3.2.1 through 10.4.3.2.4.

Appendices

Appendix A is deleted in its entirety.

Appendix B is adopted in its entirety.

Appendix BB is adopted in its entirety.

Appendix C is adopted in its entirety.

Appendix CC is adopted in its entirety.

Appendix D is deleted in its entirety.

Appendix E is deleted in its entirety.

Appendix F is deleted in its entirety.

Appendix G is deleted in its entirety.

Appendix H is deleted in its entirety.

Appendix I is deleted in its entirety.

Appendix J is deleted in its entirety.

Appendix K is deleted in its entirety.

Appendix L is deleted in its entirety.

Appendix M is deleted in its entirety.

Appendix N is deleted in its entirety.

Appendix O is deleted in its entirety."

SECTION 20: The City Council hereby finds, determines, and declares as follows:

The following findings apply in the City of Stanton and explain why the changes to the Building Standards Code are necessary because of climatic, geological, and/or topographical conditions in the City.

I. Climatic Conditions

- A. Stanton is located in a semi-arid, Mediterranean-type climate. It annually experiences extended periods of high temperatures with little or no precipitation. Hot, dry (Santa Ana) winds, which may reach speeds of 70 M.P.H. or greater, are

also common to the area. These climatic conditions cause extreme drying of vegetation and common building materials. Frequent periods of drought and low humidity add to the fire danger. This predisposes the area to large destructive fires (conflagration). In addition to directly damaging or destroying buildings, these fires are also prone to disrupt utility services throughout the County. Obstacles generated by a strong wind, such as fallen trees, street lights and utility poles will greatly impact the response time to reach an incident scene. Lastly, the warm climate encourages the proliferation of swimming pool construction which makes modifications to the California Building Code related to swimming pools desirable to adequately protect small children from drowning hazards.

- B. The climate alternates between extended periods of drought and brief flooding conditions. Flood conditions may affect the Orange County Fire Authority's ability to respond to a fire or emergency condition. Floods also disrupt utility services to buildings and facilities within the County.
- C. Water demand in this densely populated area far exceeds the quantity supplied by natural precipitation; and although the population continues to grow, the already-taxed water supply does not. California is projected to increase in population by nearly 10 million over the next quarter of a century with 50 percent of that growth centered in Southern California. Due to storage capacities and consumption, and a limited amount of rainfall future water allocation is not fully dependable. This necessitates the need for additional and on-site fire protection features.
- D. These dry climatic conditions and winds contribute to the rapid spread of even small fires originating in high-density housing or vegetation. These fires spread very quickly and create a need for increased levels of fire protection. The added protection of fire sprinkler systems and other fire protection features will supplement normal fire department response by providing immediate protection for the building occupants and by containing and controlling the fire spread to the area of origin. Fire sprinkler systems will also reduce the use of water for firefighting by as much as 50 to 75 percent.

II. Topographical conditions

- A. The topography of Stanton is generally considered a flatlands area with little to no topographical slopes. The flat land developments however does require special drainage precautions in order to address site drainage to prevent water ponding and flooding, as well as preserve historical water ways.
- B. Traffic and circulation congestion is an artificially created, obstructive topographical condition, which is common throughout Orange County.

- C. These topographical conditions combine to create a situation that places fire department response time to fire occurrences at risk and makes it necessary to provide automatic on-site fire-extinguishing systems and other protection measures to protect occupants and property.

III. Geological Conditions

The Orange County region is a densely populated area that has buildings constructed over and near a vast and complex network of faults that are believed to be capable of producing future earthquakes similar or greater in size than the 1994 Northridge and the 1971 Sylmar earthquakes. Earthquake faults run along the northeast and southwest boundaries of Orange County. The Newport-Inglewood Fault, located within Orange County was the source of the destructive 1933 Long Beach earthquake (6.3 magnitude) which took 120 lives and damaged buildings in an area from Laguna Beach to Marina Del Rey to Whittier. In December 1989, another earthquake occurred in the jurisdiction of Irvine at an unknown fault line. Regional planning for reoccurrence of earthquakes is recommended by the state of California, Department of Conservation.

- A. Previous earthquakes have been accompanied by disruption of traffic flow and fires. A severe seismic event has the potential to negatively impact any rescue or fire suppression activities because it is likely to create obstacles similar to those indicated under the high wind section above. The October 17, 1989, Santa Cruz earthquake resulted in one major fire in the Marina District (San Francisco). When combined with the 34 other fires locally and over 500 responses, the department was taxed to its fullest capabilities. The Marina fire was difficult to contain because mains supplying water to the district burst during the earthquake. This situation creates the need for both additional fire protection and automatic on-site fire protection for building occupants. State Department of Conservation noted in their 1988 report (Planning Scenario on a Major Earthquake on the Newport-Inglewood Fault Zone, page 59), "unfortunately, barely meeting the minimum earthquake standards of building codes places a building on the verge of being legally unsafe."
- B. Road circulation features located throughout the County also make amendments reasonably necessary. Located through the County are major roadways, highways and flood control channels that create barriers and slow response times. Hills, slopes, street and storm drain design, accompanied by occasional heavy rainfall, causes roadway flooding and landslides and at times may make an emergency access route impassable. There are areas in Orange County that naturally have extended emergency response times that exceed the 5 minute goal.
- C. Soils throughout the County possess corrosive properties that reduce the expected usable life of water services when metallic pipes are in contact with soils.

- D. Portions of the County contain active or former oil production fields. These areas contain a variety of naturally occurring gasses, liquids and vapors. These compounds present toxicity or flammability hazards to building occupants. Evaluation of these hazards and the risks they pose to development is necessary for implementation of appropriate mitigation.

These local climatic, geologic, and topographic conditions make modifications and changes to the 2022 Edition of the California Codes reasonably necessary to provide sufficient and effective protection of life, health and property. Due to the topographical conditions of sprawling development separated by waterways and narrow and congested streets and the expected infrastructure damage inherent in seismic zone described above, it is prudent to rely on automatic fire sprinkler systems to mitigate extended fire department response time and keep fires manageable with reduced fire flow (water) requirements for a given structures. Additional fire protection is also justified to match the current resources of firefighting equipment and personnel within the Orange County Fire Authority.

IV. Specific Code Amendment Findings

Amendments to the 2022 Edition of the California Building Code (CBC), California Residential Code (CRC), California Electrical Code (CEC) and California Fire Code (CFC) are found reasonably necessary based on the climatic and/or geologic conditions cited above or administrative and are listed as follows:

CODE SECTION	TITLE (Clarification)	FINDINGS
CBC 104.8	Liability	Administrative
CBC 105.2	Work exempt from a permit	Administrative
CBC 105.5	Expiration	Administrative
CBC 105.8	Reconstruction	Administrative
CBC 113.1	General	Administrative
CBC 113.3	Qualifications	Administrative
CBC 202	Definitions	Administrative
CBC 903.2	Where required	I & II
CBC 903.3.5.3	Hydraulically calculated systems	I & II
CBC 1505.1.3	Roof coverings within all other areas	I
CBC 1803.1.1.1	Geologic or geotechnical reports	III
CBC 1807.1.6	Prescriptive design of concrete and masonry foundation walls	III
CBC 3109.1.1	Construction permit; safety features required	I
CRC R105.5	Expiration	Administrative
CRC R105.10	Reconstruction	Administrative
CRC Table R301.2(1)	Climatic and Geographic Design Criteria	I & III
CRC R309.6	Fire sprinkler attached garages, and carports with habitable space above	I & II
CRC R313.1	Townhouse automatic fire sprinkler systems	I & II
CRC R313.2	One- and two-family dwellings automatic fire sprinkler systems	I & II
CRC R313.3.6.2.2	Calculation procedure	I & II

CRC R902.1	Roof covering materials	I
CRC R902.1.3	Roof coverings in all other areas	I
CRC R902.2	Fire-retardant-treated shingles and shakes	I
CRC R1001.13	Outdoor Fireplaces, Fire Pits, Fire Rings, or similar devices	I
CRC R101.13.1	Gas-fueled devices	I
CRC R1001.13.2	Devices using wood or fuels other than natural gas or liquefied-petroleum gas	I
CEC 310.16	Continuous Inspection of Aluminum Wiring	I

CODE SECTION	TITLE (Clarification)	FINDINGS
CFC 110.4	Violation penalties	Administrative
CFC 110.4.2	Infraction & Misdemeanor	Administrative
CFC 202	General definitions	Administrative
CFC 304.1.2	OCFA Vegetation Management	I
CFC 305.6	Hazardous conditions	I & II
CFC 305.7	Disposal of rubbish	I & II
CFC 307	Fire Pits, Fire Rings, & Outdoor Fireplaces	Administrative
CFC 307.6.1	Gas-fueled devices	I & II
CFC 307.6.2	Devices using wood or fuels other than natural gas or LPG	I & II
CFC 307.6.2.1	Where prohibited	I & II
CFC 308.1.6.3	Sky lanterns	I & II
CFC 309.2.1	Indoor charging of electric cars	Administrative
CFC 320	Fuel modification requirements for new construction	I
CFC 322	Clearance of brush or vegetation growth from roadways	I
CFC 323	Unusual circumstances	Administrative
CFC 324	Use of equipment	I
CFC 324.1	Use of equipment and devices generating heat, sparks or open flames	I & II
CFC 324.2	Spark arrestors	I & II
CFC 407.5	Hazardous material inventory statement	I & II
CFC 501.1	Scope	Administrative, I, II & III
CFC 510.1	Emergency responder radio coverage	Administrative
CFC 510.4.2.2	Technical Criteria	Administrative
CFC 510.5.1	Approval prior to installation	Administrative
CFC 510.5.2	Minimum qualification of personnel	Administrative
CFC 510.5.3	Acceptance test procedure	Administrative
CFC 510.6.1	Testing and proof of compliance	Administrative
CFC 903.2	Where required (Sprinklers)	I, II & III
CFC 903.2.8	Group R (Sprinklers)	I, II & III
CFC 903.3.5.3	Hydraulically calculated systems	I & II
CFC 1201.1.1	Other Systems	I
CFC 2801.2	Permit	Administrative
CFC 2808.2	Storage site	Administrative
CFC 2808.3	Size of piles	I
CFC 2808.4	Pile separation	I
CFC 2808.7	Pile fire protection	I

CFC 2808.9	Material-handling equipment	I
CFC 2808.11	Temperature control	I
CFC 2808.11.1	Pile temperature control	I

CODE SECTION	TITLE (Clarification)	FINDINGS
CFC 2808.11.2	New material temperature control	I
CFC 2808.12	Water availability for piles	I
CFC 2808.13	Tipping area	I
CFC 2808.14	Emergency contact	Administrative
CFC 4906.3	OCFA Vegetation Management Guideline	I
CFC 4908	Fuel modification requirements for new construction	I
CFC 5001.5.2	Hazardous materials inventory statement	Administrative
CFC 5003.1.1.1	Extremely hazardous substances	I & III
CFC 5608.2	Retail fireworks	Administrative
CFC 5608.3	Application for permit	Administrative
CFC 5701.1.1	Mobile Fueling	I & II
CFC 5801.1	Scope	I & II
Chapter 80	Reference Standards	N/A
	2016 NFPA 13 (Sprinkler Systems)	Administrative, II & III
	2016 NFPA 13-D (Single Family Sprinkler Systems)	I & II
	2013 NFPA 14 (Standpipe Systems)	Administrative
	2016 NFPA 24 (Underground Water Supply Systems)	Administrative & III

SECTION 21: CEQA. This Ordinance is not a project within the meaning of CEQA Guidelines section 15378 because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to activities that have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Orange in accordance with CEQA Guidelines.

SECTION 22: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 23: The City Clerk shall certify to the adoption of this Ordinance and cause same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

PASSED, APPROVED, AND ADOPTED this 14th day of February, 2023.

DAVID J. SHAWVER, MAYOR

ATTEST:

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. 1128 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 24th day of January, 2023 and was duly adopted at a regular meeting of the City Council held on the 14th day of February, 2023, 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: February 14, 2023

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO ENSURE CONSISTENCY WITH STATE REGULATIONS AND FINDING THE ACTION TO BE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

REPORT IN BRIEF:

In September 2022, the California Legislature approved, and the Governor signed into law, a new bill (“SB 897”) that further amends Government Code sections 65852.2 and 65852.22—the state statutes regulating accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”), respectively. SB 897 went into effect on January 1, 2023. If the City’s ADU ordinance does not comply with state law, then its entire ADU ordinance becomes null and void as a matter of law. The attached ordinance updates the City’s ADU ordinance to comply with SB 897.

RECOMMENDED ACTION:

1. City Council conduct a public hearing; and
2. City Council find the proposed project exempt from the California Environmental Quality Act (CEQA) under California Public Resources Code Section 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Section 65852.2 of the California Government Code; and
3. Introduce for first reading Ordinance No. 1127, in accordance with California Government Code Title 5, Division 1, Part 1, as published by the Building Standards Bulletin 22-02, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO ENSURE CONSISTENCY WITH STATE REGULATIONS AND FINDING THE ACTION TO BE EXEMPT FROM CEQA”; and

4. Set said Ordinance No. 1127 for a public hearing and second reading at the regular City Council meeting of February 28, 2023.

BACKGROUND:

In recent years, the California Legislature has approved, and the Governor has signed into law, numerous bills that impose limits on local authority to regulate ADUs and JADUs. These bills include:

- 1) Assembly Bills 68 and 881 and Senate Bill 13, which went into effect on January 1, 2020;
- 2) Assembly Bill 3182, which went into effect on January 1, 2021; and
- 3) Assembly Bill 345, which went into effect on January 1, 2022.

The City Council previously adopted Ordinance Nos. 1097, 1108, and 1114 to comply with the legislation.

In September 2022, the California Legislature approved, and the Governor signed into law, a new bill (“SB 897”) that further amends Government Code sections 65852.2 and 65852.22. Among other things, SB 897:

- Requires the City to allow certain ADUs to be higher—up to 18 or 25 feet, depending on the situation;
- Requires the City’s existing front yard setback requirement to yield for certain ADUs;
- Requires the City to justify a denial with a full set of detailed comments describing the deficiencies in the application and explaining how to remedy them;
- Removes the automatic repeal in 2025 (now the ADU statute is permanent);
- Prohibits the City from denying an application to create an ADU solely because corrections are needed to address nonconforming zoning conditions, building code violations, or unpermitted structures elsewhere on the lot that do not present a threat to public health and safety and are not affected by the construction of the ADU;
- In instances where a JADU will share a bathroom with the primary dwelling, the City must require the JADU to have an interior entry to the primary dwelling’s “main living area,” independent of the exterior entrances of the JADU and primary dwelling.

On November 22, 2022, Urgency Ordinance No. 1123 was adopted by City Council as an urgency measure to ensure compliance with State law by January 1, 2023. The adopted urgency ordinance served as an interim ordinance while staff processed a non-urgency ordinance to be considered by the Planning Commission before returning to the City Council for adoption. On January 18, 2023, the Planning Commission approved (5-0 in favor) Resolution No. 2557, recommending the City Council approve Zoning Text Amendment No. 23-01 to modify Section 20.400.330 of the Stanton Municipal Code (SMC) regarding accessory dwelling units and junior accessory dwellings.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action.

ENVIRONMENTAL IMPACT:

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

PUBLIC NOTIFICATION:

Public notice was made through the regular agenda process.

STRATEGIC PLAN:

Obj. No. 5: Provide a high quality of life.

Obj. No. 6: Maintain and promote a responsive, high quality and transparent government.

Prepared by: Patricia Garcia, Assistant Planner

Reviewed by: Maribeth Tinio, Acting Community and Economic Development Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

A. Ordinance No. 1127

B. Redline – Section 20.400.330

ORDINANCE NO. 1127**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO ENSURE CONSISTENCY WITH STATE REGULATIONS**

WHEREAS, on October 9, 2019, Governor Gavin Newsom signed Senate Bill (“SB”) 13, Assembly Bill (“AB”) 68, and AB 881 into law, which amended Government Code sections 65852.2 and 65852.22 and added Health and Safety Code section 17980.12. Collectively, these bills established new Statewide requirements for the development and use of accessory dwelling units (“ADUs”) and junior accessory dwelling units (at times herein referred to as “Junior ADUs,” and at others generally as “ADU”). Thereafter, AB 3182 further amended California Government Code section 65852.2’s ADU and JADU standards; and

WHEREAS, in response to these changes in state law, the City adopted Ordinance 1108 to amend and update Stanton Municipal Code Section 20.400.330 (Accessory Dwelling Units). As permitted under state law, Ordinance No. 1108 included, among other things, objective standards pertaining to the size, location, height, and architecture of ADUs in the City; and

WHEREAS, on September 28, 2022, Governor Gavin Newsom signed Senate Bill (“SB”) 897 into law, which further amended Government Code sections 65852.2 and 65852.22, added section 65852.23, and amended Health and Safety Code section 17980.12. This bill established new Statewide requirements for the development of ADUs and JADUs; and

WHEREAS, City staff has determined that further amendments and revisions to the City’s regulation of ADUs and JADUs are necessary and appropriate to comply with state law, add additional clarity, and protect the health, safety, and welfare of the community; and

WHEREAS, staff and the City Attorney prepared the proposed Ordinance, including the proposed language and terminology, and any additional information and documents deemed necessary for the Planning Commission to take action; and

WHEREAS, on January 18, 2023, the Planning Commission conducted and concluded a duly noticed public hearing concerning the Zoning Text Amendment contained herein as required by law and received testimony from City staff and all interested parties regarding the proposed amendments and recommended that the City Council adopt the amendments; and

WHEREAS, on February 14, 2023, 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; and

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 Section 20.400.330. The City Council of the City of hereby amends Stanton Code Title 20, Zoning, Section 20.400.330, Accessory Dwelling Units, and restates it to read as follows:

Section 20.400.330 Accessory Dwelling Units

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

- a. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - b. A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
2. “Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot. Refer to Section 20.700.070.
3. “Complete independent living facilities” means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
4. “Efficiency kitchen” means a kitchen that includes all of the following:
- a. A cooking facility with appliances.
 - b. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.
5. “Junior accessory dwelling unit” or “JADU” means a residential unit that all of the following:
- a. It is no more than 500 square feet in size.
 - b. It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
 - c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.
 - d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
 - e. It includes an efficiency kitchen, as defined in subsection C(4) above.
6. “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
7. “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.

8. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
9. “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
10. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
11. “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

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

1. **Building-permit Only.** If an ADU or JADU complies with each of the general requirements in subsection E below, it is allowed with only a building permit in the following scenarios:
 - a. **Converted on Single-family Lot:** One ADU as described in this subsection D(1)(a) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
 - i. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - ii. Has exterior access that is independent of that for the single-family dwelling; and
 - iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes; and
 - iv. The JADU complies with all the requirements of Gov. Code section 65852.22.
 - b. **Limited Detached on Single-Family Lot.** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection D(1)(a) above), if the detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four-feet.

- ii. The total floor area is 800 square feet or smaller.
 - iii. The peak height above grade does not exceed the applicable height limit provided in subsection E(2) below.
 - c. **Converted on Multifamily Lot.** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection D(1)(c), at least one converted ADU is allowed within an existing multifamily dwelling, and up to a quantity equal to 25 percent of the existing multifamily dwelling units.
 - d. **Limited Detached on Multifamily Lot.** No more than two detached ADUs on a lot that has an existing or proposed multifamily dwelling if each detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four-feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - ii. The peak height above grade does not exceed the applicable height limit provided in subsection E(2) below.
2. **ADU Permit.**
- a. Except as allowed under subsection (D)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections E and F below.
 - b. The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU-permit processing fee is determined by the Director and approved by the City Council by resolution.
3. **Process and Timing.**
- a. An ADU permit is considered and approved ministerially, without discretionary review or a hearing.

- b. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. If the City has not approved or denied the completed application, the application is deemed approved unless either:
 - i. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - ii. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
- c. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection D(3)(b) above.
- d. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

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

1. **Location.**

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

2. **Height.**

- a. Except as otherwise provided by subsections E(2)(b) and E(2)(c) below, a detached ADU created on a lot with an existing or proposed

single family or multifamily dwelling unit may not exceed 16 feet in height.

- b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
- c. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.
- d. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection E(2)(d) may not exceed two stories.
- e. For purposes of this subsection E(2), height is measured above existing legal grade to the peak of the structure.

3. **Fire Sprinklers.**

- a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
- b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing dwelling.

4. **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

5. **No Separate Conveyance.** Subject to Government Code Section 65852.26, an ADU or JADU may be rented long-term, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

6. **Septic System.** If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
7. **Owner Occupancy.**
 - a. An ADU that is permitted after January 1, 2020, but before January 1, 2025, is not subject to any owner-occupancy requirement.
 - b. Unless applicable law requires otherwise, all ADUs that are created on or after January 1, 2025, are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
 - c. As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.
8. **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
 - a. Except as otherwise provided in Government Code Section 65852.26, the ADU or JADU may not be sold separately from the primary dwelling.
 - b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
 - c. The deed restriction runs with the land and may be enforced against future property owners.
 - d. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine

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

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

9. **Building & Safety.**

- a. **Must comply with building code.** Subject to subsection E(9)(b) below, all ADUs and JADUs must comply with all local building code requirements.
- b. **No change of occupancy.** Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Enforcement Division officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection E(9)(b) prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.

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

1. **Maximum Size.**

- a. The maximum size of a detached or attached ADU subject to this subsection F is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms.

- b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
- c. Application of other development standards in this subsection F, such as FAR or lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection F(1)(b) above or of an FAR, lot coverage, front setback, or open-space requirement may require the ADU to be less than 800 square feet.

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

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

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

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

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

5. **Setbacks.**

a. Front-yard setback.

- i. Subject to subsection F(5)(a)(ii), no part of any ADU subject to this subsection F may be located within 25 feet of the front property line.
- ii. If the front yard setback is the only location on the lot where an ADU may be lawfully constructed, then the ADU may encroach into the required front yard setback as necessary to enable the construction of an 800 square foot unit.

b. An ADU that is subject to this subsection F must conform to 4-foot side-and rear-yard setbacks.

c. No setback is required for an ADU that is subject to this subsection F if the ADU is constructed in the same location and to the same dimensions as an existing structure.

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

7. **Parking.**

a. Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection C(11) above.

b. Exceptions. No parking under subsection F(7)(a) is required in the following situations:

- i. The ADU is located within one-half mile walking distance of public transit, as defined in subsection C(10) above.
- ii. The ADU is located within an architecturally and historically significant historic district.
- iii. The ADU is part of the proposed or existing primary residence (single-family converted ADUs, not multifamily converted) or an accessory structure under subsection D(1)(a) above.
- iv. When on-street parking permits are required but not offered to the occupant of the ADU.

- v. When there is an established car share vehicle stop located within one block of the ADU.
- vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections F(7)(b)(i) through F(7)(b)(v) above.
- c. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

8. **Architectural Requirements.**

- a. The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.
- b. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
- c. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
- d. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
- e. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.

G. **Fees.** The following requirements apply to all ADUs that are approved under subsections D(1) or D(2) above.

1. **Impact Fees.**

- a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection G(1), “impact fee” means a “fee” under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.

- b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.)

2. **Utility Fees.**

- a. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
- b. Except as described in subsection G(2)(a), converted ADUs on a single-family lot, created under subsection D(1)(a) above, are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required unless the ADU is constructed with a new single-family home.
- c. Except as described in subsection G(2)(a), all ADUs not covered by subsection G(2)(b) above require a new, separate utility connection directly between the ADU and the utility.
 - i. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
 - ii. The portion of the fee or charge that is charged by the City may not exceed the reasonable cost of providing this service.

H. **Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.**

- 1. **Generally.** The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
- 2. **Unpermitted ADUs constructed before 2018.**
 - a. **Permit to Legalize.** As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if denial is based on either of the following grounds:

- i. The ADU violates applicable building standards, or
- ii. The ADU does not comply with the state ADU law (Government Code section 65852.2) or this ADU ordinance (section 20.400.330).

b. **Exceptions.**

- i. Notwithstanding subsection H(2)(a) above, the City may deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if the City makes a finding that correcting a violation is necessary to protect the health and safety of the public or of occupants of the structure.
- ii. Subsection H(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.

- I. **Nonconforming ADUs and Discretionary Approval.** Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections A through H(2) of this section may be allowed by the City with a use permit, in accordance with Chapter 20.550.
- J. **Restricted Areas.** ADUs or JADUs shall not be allowed where roadways, public utilities and services are inadequate with reference to objective and published thresholds established by the utility or service provider. To ensure access by public safety vehicles, an ADU may not be located on a lot that fronts a roadway that is narrower than the minimum road width standards established by the Orange County Fire Authority's Master Plans for Commercial and Residential Development (as the same may be amended from time to time), unless: (a) one on-site parking space is provided for each bedroom included in the ADU; and (b) replacement on-site parking spaces are provided for any parking spaces that are lost or converted to accommodate the ADU.

SECTION 3. 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 4. 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 5. CEQA. The City Council determines that the adoption of this Ordinance is exempt from additional environmental review under California Public Resources Code Section 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Section 65852.2 of the California Government Code.

SECTION 6. 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.

SECTION 7. SUBMISSION TO HCD. The City Clerk shall submit a copy of this Ordinance to the Department of Housing and Community Development within 60 days after adoption.

PASSED, APPROVED, AND ADOPTED this 28th day of February, 2023.

DAVID J. SHAWVER, MAYOR

ATTEST:

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. 1127 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 14th day of February, 2023 and was duly adopted at a regular meeting of the City Council held on the 28th day of February, 2023, by the following roll-call vote, to wit:

AYES:	COUNCILMEMBERS:	_____
NOES:	COUNCILMEMBERS:	_____
ABSENT:	COUNCILMEMBERS:	_____
ABSTAIN:	COUNCILMEMBERS:	_____

CITY CLERK, CITY OF STANTON

Section 20.400.330 Accessory Dwelling Units

- A. **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22.
- B. **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
1. Deemed to be inconsistent with the City's General Plan and zoning designation for the lot on which the ADU or JADU is located.
 2. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 3. Considered in the application of any local ordinance, policy, or program to limit residential growth.
 4. Required to correct a nonconforming zoning condition, as defined in subsection C(7) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
- C. **Definitions.** As used in this section, terms are defined as follows:
1. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - a. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - b. A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
 2. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot. Refer to Section 20.700.070.
 3. "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
 4. "Efficiency kitchen" means a kitchen that includes ~~each~~all of the following:
 - a. A cooking facility with appliances.
 - b. A food preparation counter ~~or counters that total at least 15 square~~

~~feet in area~~ and storage cabinets that are of a reasonable size in relation to the size of the JADU.

~~c. Food storage cabinets that total at least 30 square feet of shelf space.~~

5. “Junior accessory dwelling unit” or “JADU” means a residential unit that all of the following:
- a. It is no more than 500 square feet in size~~;~~.
 - b. It is contained entirely within an existing or proposed single-family structure~~;~~. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
 - c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure~~;~~ and.
 - d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
 - e. ~~d.~~ It includes an efficiency kitchen, as defined in subsection C(4) above.
6. “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
7. “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
8. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
9. “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
10. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
11. “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

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

1. **Building-permit Only.** If an ADU or JADU complies with each of the general requirements in subsection E below, it is allowed with only a building permit in the following scenarios:
 - a. **Converted on Single-family Lot:** One ADU as described in this subsection D(1)(Aa) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
 - i. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - ii. Has exterior access that is independent of that for the single-family dwelling; and
 - iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes; and
 - iv. The JADU complies with all the requirements of Gov. Code section 65852.22.
 - b. **Limited Detached on Single-Family Lot.** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection D(1)(Aa) above), if the detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four-feet.
 - ii. The total floor area is 800 square feet or smaller.
 - iii. The peak height above grade ~~is 16 feet or less~~does not exceed the applicable height limit provided in subsection E(2) below.
 - c. **Converted on Multifamily Lot.** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection D(1)(Cc), at least one converted ADU is allowed within an existing multifamily dwelling, and up to a quantity equal to 25 percent of the existing multifamily dwelling units.

- d. **Limited Detached on Multifamily Lot.** No more than two detached ADUs on a lot that has an existing or proposed multifamily dwelling if each detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four-feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - ii. The peak height above grade ~~is 16 feet or less~~ does not exceed the applicable height limit provided in subsection E(2) below.

2. **ADU Permit.**

- a. Except as allowed under subsection (D)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections E and F below.
- b. The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU-permit processing fee is determined by the Director and approved by the City Council by resolution.

3. **Process and Timing.**

- a. An ADU permit is considered and approved ministerially, without discretionary review or a hearing.
- b. The City must ~~act on~~ approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. If the City ~~does~~ has not ~~act upon~~ approved or denied the completed application ~~within 60 days~~, the application is deemed approved unless either:
 - i. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - ii. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or

JADU will still be considered ministerially without discretionary review or a hearing.

- c. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection D(3)(b) above.
- d. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

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

1. **Location.**

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

2. **Height.**

- a. Except as otherwise provided by subsections E(2)(b) and E(2)(c) below, a detached ADU created on a lot with an existing or proposed single family or multifamily dwelling unit may not exceed 16 feet in height.
- b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
- c. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.

- d. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection E(2)(d) may not exceed two stories.
- e. For purposes of this subsection E(2), height is measured above existing legal grade to the peak of the structure.

3. ~~2.~~ **Fire Sprinklers.**

- a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
- b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing dwelling.

4. ~~3.~~ **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

5. ~~4.~~ **No Separate Conveyance.** Subject to Government Code Section 65852.26, an ADU or JADU may be rented long-term, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

6. ~~5.~~ **Septic System.** If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.

7. ~~6.~~ **Owner Occupancy.**

~~a. All ADUs created before January 1, 2020, are subject to the owner-occupancy requirement that was in place when the ADU was created.~~

a. ~~b.~~ An ADU that is ~~created~~ permitted after ~~that date~~ January 1, 2020, but before January 1, 2025, is not subject to any owner-occupancy requirement.

b. ~~c. All~~ Unless applicable law requires otherwise, all ADUs that are created on or after January 1, 2025, are subject to an owner-

occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.

- c. ~~d. All~~ As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

8. ~~7.~~ **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:

- a. ~~The~~ Except as otherwise provided in Government Code Section 65852.26, the ADU or JADU may not be sold separately from the primary dwelling.
- b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
- c. The deed restriction runs with the land and may be enforced against future property owners.
- d. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.
- e. The deed restriction is enforceable by the Director or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining

an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

9. Building & Safety.

- a. Must comply with building code.** Subject to subsection E(9)(b) below, all ADUs and JADUs must comply with all local building code requirements.
- b. No change of occupancy.** Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Enforcement Division officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection E(9)(b) prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.

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

1. Maximum Size.

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

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

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

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

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

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

~~5. **Height.** No ADU subject to this subsection F may exceed 16 feet in height above grade, measured to the peak of the structure.~~

5. ~~6.~~ **Setbacks.**

~~a. An ADU that is subject to this subsection F must conform to a 25-foot front-yard setback.~~

a. Front-yard setback.

i. Subject to subsection F(5)(a)(ii), no part of any ADU subject to this subsection F may be located within 25 feet of the front property line.

ii. If the front yard setback is the only location on the lot where an ADU may be lawfully constructed, then the ADU may encroach into the required front yard setback as necessary to enable the construction of an 800 square foot unit.

b. An ADU that is subject to this subsection F must conform to 4-foot side-and rear-yard setbacks.

- c. No setback is required for an ADU that is subject to this subsection F if the ADU is constructed in the same location and to the same dimensions as an existing structure.

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

7. ~~8.~~ **Parking.**

- a. Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection C(11) above.
- b. Exceptions. No parking under subsection F(~~8~~7)(~~Aa~~Aa) is required in the following situations:
 - i. The ADU is located within one-half mile walking distance of public transit, as defined in subsection C(10) above.
 - ii. The ADU is located within an architecturally and historically significant historic district.
 - iii. The ADU is part of the proposed or existing primary residence (single-family converted ADUs, not multifamily converted) or an accessory structure under subsection D(1)(~~Aa~~Aa) above.
 - iv. When on-street parking permits are required but not offered to the occupant of the ADU.
 - v. When there is an established car share vehicle stop located within one block of the ADU.
 - vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections F(7)(b)(i) through F(7)(b)(v) above.
- c. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

8. ~~9.~~ **Architectural Requirements.**

- a. The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.
- b. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
- c. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
- d. The ADU must have an independent exterior entrance, apart from that of the primary dwelling. ~~The ADU entrance must be located on the side or rear building façade, not facing a public right-of-way.~~
- e. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.
- ~~f. Windows and doors of the ADU may not have a direct line of sight to an adjoining residential property. Fencing, landscaping, or privacy glass may be used to provide screening and prevent a direct line of sight.~~
- ~~g. All windows and doors in an ADU are less than 30 feet from a property line that is not a public right-of-way line must either be (for windows) clerestory with the bottom of the glass at least six feet above the finished floor, or (for windows and for doors) utilize frosted or obscure glass.~~

G. ~~G. Fees.~~ Fees. The following requirements apply to all ADUs that are approved under subsections D(1) or D(2) above.

1. **Impact Fees.**

- a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection G(1), “impact fee” means a “fee” under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.
- b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of

the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.)

2. **Utility Fees.**

- a. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
- b. Except as described in subsection G(2)(Aa), converted ADUs ~~and JADUs~~ on a single-family lot, created under subsection D(1)(Aa) above, are not required to have a new or separate utility connection directly between the ADU ~~or JADU~~ and the utility. Nor is a connection fee or capacity charge required unless the ADU ~~or JADU~~ is constructed with a new single-family home.
- c. Except as described in subsection G(2)(Aa), all ADUs ~~and JADUs~~ not covered by subsection G(2)(Bb) above require a new, separate utility connection directly between the ADU ~~or JADU~~ and the utility.
 - i. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU ~~or JADU~~, based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
 - ii. The portion of the fee or charge that is charged by the City may not exceed the reasonable cost of providing this service.

H. **Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.**

1. **Generally.** The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.

2. **Unpermitted ADUs constructed before 2018.**

a. **Permit to Legalize.** As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if denial is based on either of the following grounds:

- i. **The ADU violates applicable building standards, or**

- ii. The ADU does not comply with the state ADU law (Government Code section 65852.2) or this ADU ordinance (section 20.400.330).

b. **Exceptions.**

- i. Notwithstanding subsection H(2)(a) above, the City may deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if the City makes a finding that correcting a violation is necessary to protect the health and safety of the public or of occupants of the structure.
- ii. Subsection H(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.

I. **~~H.~~ Nonconforming ADUs and Discretionary Approval.** Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections A through ~~G~~H(2) of this section may be allowed by the City with a use permit, in accordance with Chapter 20.550.

J. **~~H.~~ Restricted Areas.** ADUs or JADUs shall not be allowed where roadways, public utilities and services are inadequate with reference to objective and published thresholds established by the utility or service provider. To ensure access by public safety vehicles, an ADU may not be located on a lot that fronts a roadway that is narrower than the minimum road width standards established by the Orange County Fire Authority's Master Plans for Commercial and Residential Development (as the same may be amended from time to time), unless: (a) one ~~(4)~~ on-site parking space is provided for each bedroom included in the ADU; and (b) replacement on-site parking spaces are provided for any parking spaces that are lost or converted to accommodate the ADU.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 14, 2023

SUBJECT: AMERICAN RESCUE PLAN ACT (ARPA) PROJECT UPDATES AND EXPANSION AND EXTENSION OF ARPA-FUNDED PUBLIC SAFETY PILOT PROGRAM

REPORT IN BRIEF:

Staff will provide an American Rescue Plan Act (ARPA) presentation regarding the ARPA funds expended to-date and progress on ARPA projects currently underway or completed.

Council will also consider extending the Public Safety Pilot Program (Pilot Program) through June 30, 2023 and adding one additional Deputy to provide 40 additional hours of coverage per week.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Receive and file the presentation; and
3. Direct staff to proceed with extending the original six-month Pilot Program from May 13, 2023 to June 30, 2023 and adding one additional Deputy to provide 40 additional hours of coverage per week; and
4. Authorize the reallocation of an additional \$86,000 from the City's ARPA Allocation (ARPA Fund #257) that is currently allocated for the "Purchase of Property/Housing Opportunities" project to fund the extension and expansion of the Pilot Program.

BACKGROUND:

Through the passage of H.R. 1319, the American Rescue Plan Act of 2021 (ARPA), state, tribal, and local governments have received billions in much-needed relief to help offset the negative impacts of COVID-19. The City's Coronavirus State and Local Fiscal Recovery Funds (SLFRF) allocation is \$9,123,659, and the full amount must be encumbered by the end of calendar year 2024.

On January 27, 2022, the U.S. Treasury Department published a Final Rule to implement the SLFRF program. The Final Rule establishes five eligible use categories for the funds:

- Responding to the public health emergency or its negative economic impacts.
- Providing premium pay to eligible workers (performing essential work).
- Providing government services (to the extent of the reduction in the recipient's general revenue due to the public health emergency).
- Making necessary investments in water, sewer, and broadband infrastructure.
- Meeting the non-federal matching requirements for Bureau of Reclamation projects.

Under the Final Rule's Standard Allowance threshold, the City is allowed to claim up to \$10 million as general revenue loss due to the public health emergency. By opting to take the Standard Allowance, the City is permitted to use the entire \$9,123,659 for the provision of government services. The Treasury Department has clarified that "generally speaking, services provided by the recipient governments are 'government services' under the interim final rule and final rule, unless Treasury has stated otherwise." Activities that the Treasury Department has explicitly excluded from the definition of government services include:

- Payment of debt service;
- Replenishing of financial reserves (e.g., rainy day funds);
- Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding, unless the judgment or settlement required the provision of government services;
- Deposits into any pension fund; and
- Uses that conflict with the overall statutory purpose of ARPA to reduce the spread of COVID-19.

ANALYSIS:

As of December 31, 2022, the City had expended \$2,089,428 of its \$9,123,659 ARPA allocation, leaving a remaining balance of \$7,034,231. The wide-ranging projects have helped address the needs of the community and promoted the City's Strategic Plan Objectives. Highlights include purchasing "blue light" security cameras to investigate and deter criminal activity, replacing the City's outdated firewalls, and developing a new Parks Master Plan. Staff looks forward to continuing to follow through on these projects, ensuring they are completed or funds are encumbered well before the December 31, 2024 deadline set by ARPA.

Public Safety Pilot Program (Pilot Program)

At its meeting of November 8, 2022, the Council directed staff to proceed with a six-month Pilot Program beginning November 2022 through May 13, 2023. The Pilot Program brings together, for the first time, a fully staffed, dedicated team of homeless outreach

coordination, code enforcement, and law enforcement to focus on homeless support services, public safety, and quality of life issues.

In creating the Pilot Program, the Council's goals are threefold: first, to offer services and placement to those individuals experiencing homelessness on our City streets; second, to ensure the City's Municipal Code is being enforced; and finally, to promote a high quality of life for all Stanton residents and businesses. To bring together the proper knowledge, skills, and abilities, the Pilot Program team has been formed consisting of representatives from homeless outreach, code enforcement, and law enforcement. The team has been working together hand-in-hand, approximately 40 hours per week, canvassing the City to ensure all necessary resources are jointly available in real time. Following are statistics to show the impact of the Pilot Program in the community.

Table 1. Pilot Program Summary Statistics

	Nov 2022	Dec 2023	Jan 2023
Homeless Contacts	11	112	63
Declined Services	11	112	63
Enforcement Activities	19	48	36
Parole Contacts	3	2	3
Probation Contacts	2	13	6
Prostitutes Contacted	4	4	11
Returned Juvenile Runaway	0	0	1
TOTAL ENGAGEMENTS	39	179	120

Based on the success of the Pilot Program and the positive feedback received from residents and business members, staff is requesting the Council consider extending the Pilot Program through June 30, 2023 and adding one additional Deputy to provide 40 additional hours of coverage per week. The extension of services will take the Pilot Program through the end of the fiscal year. Staff will be preparing a decision package for the Council's consideration as part of the Fiscal Year 2023-24 Budget Workshop to consider extending the program through Fiscal Year 2023-24. The additional Deputy will allow for enhanced coverage throughout the week and allow for backup for transport services as needed.

FISCAL IMPACT:

The City is utilizing the most cost-effective strategy to provide the limited-term Homeless Liaison Deputy required for the Pilot Program team, which is assigning a deputy from the City's existing patrol deputy ranks and backfilling the vacant patrol hours. The extension of services through June 30, 2023 and the addition of one Deputy at an overtime rate of \$96.97 will result in a total additional cost of \$94,000. The Purchase of Property/Housing Opportunities ARPA allocation includes approximately \$2.7M of unassigned funding. Staff is proposing to re-allocate \$94,000 from this line item. This will bring the total Pilot Program funding to \$194,850.

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(5) 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).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

1. Provide a safe community.
2. Provide a strong local economy.
3. Provide a quality infrastructure.
4. Ensure fiscal stability and efficiency in governance.
5. Provide a high quality of life.
6. Maintain and promote a responsive, high-quality, and transparent government.

PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process.

Prepared by:	Jason Huynh, Management Analyst
Reviewed by:	Soo Kang, Assistant to the City Manager
Fiscal Impact Reviewed by:	Michelle Bannigan, Finance Director
Approved by:	Hannah Shin-Heydorn, City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 14, 2023

SUBJECT: ADOPT A RESOLUTION OF INTENTION AND HOLD THE FIRST READING OF AN ORDINANCE TO AMEND THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM CONTRACT WITH THE CITY OF STANTON

REPORT IN BRIEF:

The City Council will consider adopting a Resolution of Intention and hold the first reading of Ordinance No. 1129 to amend the California Public Employees' Retirement System Contract with the City of Stanton to remove the exclusion language for persons compensated on an hourly basis and to provide for the exclusions of the Intern, Park Ranger, Recreation Leader, and Senior Recreation Leader positions.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) - continuing administrative or maintenance activities, such as purchase of supplies, personnel-related actions, general policy and procedures making; and
2. Adopt Resolution 2023-04, a Resolution of Intention approving an amendment to the contract with the California Public Employees' Retirement System (CalPERS), entitled:

"A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF STANTON"; and

3. Approve the Certification of Compliance with Government Code Section 7507; and

4. City Council conduct the first reading of Ordinance No. 1129, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF STANTON AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES’ RETIREMENT SYSTEM TO REMOVE THE CONTRACT PROVISION EXCLUDING FROM CALPERS MEMBERSHIP “PERSONS COMPENSATED ON AN HOURLY BASIS” PROSPECTIVELY, PURSUANT TO GOVERNMENT CODE SECTIONS 20305 NAD 20503”;
and

5. Set said Ordinance No. 1129 for a second reading at the regular City Council meeting of March 14, 2023.

BACKGROUND:

The City is required to administer its retirement plan in accordance with the Public Employees’ Retirement Law (PERL). The proposed contract provision excluding “persons compensated on an hourly basis” does not reflect the City’s current practice, pre-dates current laws, is inconsistent with PERL, and has resulted in administrative uncertainty. After consultation and review, CalPERS has recommended that the City amend its contract to remove this contract provision. The recommendation to remove the exclusion language is intended to clean up and to simplify administration of the retirement plan by removing language that is obsolete. In addition, CalPERS is allowing the City to exclude the positions of Intern, Park Ranger, Recreation Leader and Senior Recreation Leader, prospectively from the effective date of the proposed contract amendment.

ANALYSIS AND JUSTIFICATION:

The City has contracted with CalPERS since December 31, 1967. The City administers the retirement plan for all employees appointed to regular status positions. The current contract contains a provision excluding from membership “persons compensated on an hourly basis.”

The City is required to administer the retirement plan in accordance with the PERL. Government Code section 20305 outlines the administration of the plan as it applies to part-time employees and identifies conditions requiring immediate enrollment and those excluded. Section 20305(b) states that this section “shall supersede any contract provision excluding persons in any temporary or seasonal employment basis and shall apply only to persons entering employment on and after January 1, 1975.” Section 20305(b) also states that “no contract or contract amendment entered into after January 1, 1981, shall contain any provision excluding persons on an irregular employment basis.”

The City's current practice adheres to the time basis and tenure requirements of Government Code section 20305 to determine membership eligibility. The City ensures employees hired on a part-time basis are enrolled in CalPERS membership when they meet eligibility requirements. CalPERS performed an audit of the application of the provision and has recommended that the City amend the contract to remove the contract provision excluding "persons compensated on an hourly basis" from membership. Government Code section 20503 permits an agency contracting with CalPERS to amend its contract to remove exclusions prospectively. This contract change removes the exclusion from the contract and will not alter when a part-time employee is entered into the CalPERS retirement system if they have gone over the allotted part-time hours. It simply removes the exclusion to avoid confusion in the future.

In addition to removing the contract provision excluding "persons compensated on an hourly basis" from membership, the contract amendment will provide for the exclusion of the Intern, Park Ranger, Recreation Leader and Senior Recreation Leader positions. As of the effective date of the Amendment to Contract these positions will be excluded from CalPERS membership and employees hired into these positions shall not become members of said Retirement System.

FISCAL IMPACT:

As outlined in the Exhibit Amendment to Contract, removal of the exclusion does not mandate any new classes of employees into membership. Therefore, approval of the recommendation to approve the amendment to the contract and remove the exclusion is not anticipated to have any fiscal impact.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

PUBLIC NOTIFICATION:

Public notice for this item was made through the normal agenda process.

Prepared by: Cynthia Guzman, Human Resources Manager

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Certification of Governing Body's Action
- B. Certification of PA Compliance with 7507
- C. Ordinance No. 1129
Exhibit – Amendment to Contract
- D. Resolution No. 2023-04
Exhibit - Amendment to Contract



California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Certification of Compliance with Government Code Section 7507

I hereby certify that in accordance with Government Code section 7507, the future annual costs as determined by the California Public Employees' Retirement System for the increase or change in retirement benefit(s) have been made public at a public meeting of the _____ of the _____

(governing body)

(public agency)

on _____ which is at least two weeks prior to the adoption of the Resolution /
(date)

Ordinance. Adoption of the retirement benefit increase or change will not be placed on the consent calendar.

Clerk/Secretary

Title

Date _____



California Public Employees' Retirement System
Financial Office | Pension Contracts and Prefunding Programs Division
P.O. Box 942703, Sacramento, CA 94229-2703
888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Certification of Governing Body's Action

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

_____ of the
(governing body)

(public agency)

on _____.
(date)

Clerk/Secretary

Title

ORDINANCE NO. 1129

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF STANTON AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO REMOVE THE CONTRACT PROVISION EXCLUDING FROM CALPERS MEMBERSHIP "PERSONS COMPENSATED ON AN HOURLY BASIS" PROSPECTIVELY, PURSUANT TO GOVERNMENT CODE SECTIONS 20305 AND 20503

WHEREAS, the action of revision of a pension contract does not constitute a project as defined by California Environmental Quality Act Guidelines Section 15378, therefore, no further environmental review is required.

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

SECTION 1: The City Council finds that all the facts, findings and conclusions set forth in this Ordinance are true and correct.

SECTION 2: That an amendment to the contract between the City Council of the City of Stanton and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit, and by such reference made a part hereof as though herein set out in full.

SECTION 3: The City Manager of the City of Stanton is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

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

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

SECTION 6: The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

PASSED, APPROVED, AND ADOPTED this 14th day of March, 2023.

DAVID J. SHAWVER, MAYOR

ATTEST:

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. 1129 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 14th day of February, 2023 and was duly adopted at a regular meeting of the City Council held on the 14th day of March, 2023, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK


**EXHIBIT**

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Stanton**



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective December 31, 1967, and witnessed November 27, 1967, and as amended effective July 1, 1971, July 1, 1973, November 1, 1977, October 19, 1980, June 14, 1985, June 23, 1985, October 1, 1996, August 15, 1999, July 8, 2007, and August 28, 2011, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 14 are hereby stricken from said contract as executed effective August 28, 2011, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to August 28, 2011, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after August 28, 2011, age 62 for new local miscellaneous members, age 55 for classic local safety members, and age 57 for new local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after December 31, 1967, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **APPOINTIVE MEMBERS OF ALL COMMISSIONS AND BOARDS;**
 - b. **CITY TREASURER (HONORARY);**
 - c. **VOLUNTEER PERSONNEL;**
 - d. **RESERVE PERSONNEL;**
 - e. **ELECTED OFFICIALS (WHICH MEANS "CITY COUNCIL MEMBERS") FROM DECEMBER 31, 1967, THROUGH OCTOBER 31, 1977, AND ELECTED OFFICIALS ENTERING OFFICE ON OR AFTER JUNE 14, 1985; AND**
 - f. **INTERN, PARK RANGER, RECREATION LEADER, AND SENIOR RECREATION LEADER PROSPECTIVELY FROM THE EFFECTIVE DATE OF THIS AMENDMENT TO CONTRACT.**
6. Removal of the exclusion of "Hourly Employees," pursuant to Section 20503, is declarative of agency's previous interpretation and does not mandate any new classes of employees into membership.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member entering membership in the miscellaneous classification on or prior to August 28, 2011, shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to June 30, 1971, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after August 28, 2011, shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21366 of said Retirement Law (One-half pay at age 55 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(b) of said Retirement Law (2% at age 57 Full).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

12. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21222.1 (Special 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - b. Section 21572 (Increased Level of 1959 Survivor Benefits).
 - c. Section 20503 (To Remove the Exclusion of "City Attorney," prospectively from October 1, 1996).
 - d. Section 20042 (One-Year Final Compensation) for those classic local miscellaneous members entering membership on or prior to August 28, 2011.
 - e. Section 20475 (Different Level of Benefits): Section 21353 (2% @ 60 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after August 28, 2011.
 - f. Section 20503 (To Remove the Exclusion of "Hourly Employees," prospectively from the effective date of this amendment to contract).
13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on October 19, 1980. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
15. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF STANTON

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

RESOLUTION NO. 2023-04**A RESOLUTION OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE CITY COUNCIL OF THE CITY OF STANTON**

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System by the execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves to and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20503 (Removal of the Contract Exclusion of "Hourly Employees"); and to provide for the exclusions of Intern, Park Ranger, Recreation Leader, and Senior Recreation Leader, prospectively from the effective date of this amendment to contract.

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

SECTION 1: The City Council finds that this project is exempt from the California Environmental Quality Act ("CEQA") pursuant to 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.

SECTION 2: The City Council does hereby give notice of intention to approve an amendment to the contract between said public agency and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as an "Exhibit" and by this reference made a part hereof.

ADOPTED, SIGNED AND APPROVED this 14th day of February, 2023.

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. 2023-04 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 February 14, 2023, 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**

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

**Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Stanton**



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective December 31, 1967, and witnessed November 27, 1967, and as amended effective July 1, 1971, July 1, 1973, November 1, 1977, October 19, 1980, June 14, 1985, June 23, 1985, October 1, 1996, August 15, 1999, July 8, 2007, and August 28, 2011, which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 14 are hereby stricken from said contract as executed effective August 28, 2011, and hereby replaced by the following paragraphs numbered 1 through 17 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to August 28, 2011, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after August 28, 2011, age 62 for new local miscellaneous members, age 55 for classic local safety members, and age 57 for new local safety members.

PLEASE DO NOT SIGN "EXHIBIT ONLY"

2. Public Agency shall participate in the Public Employees' Retirement System from and after December 31, 1967, making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **APPOINTIVE MEMBERS OF ALL COMMISSIONS AND BOARDS;**
 - b. **CITY TREASURER (HONORARY);**
 - c. **VOLUNTEER PERSONNEL;**
 - d. **RESERVE PERSONNEL;**
 - e. **ELECTED OFFICIALS (WHICH MEANS "CITY COUNCIL MEMBERS") FROM DECEMBER 31, 1967, THROUGH OCTOBER 31, 1977, AND ELECTED OFFICIALS ENTERING OFFICE ON OR AFTER JUNE 14, 1985; AND**
 - f. **INTERN, PARK RANGER, RECREATION LEADER, AND SENIOR RECREATION LEADER PROSPECTIVELY FROM THE EFFECTIVE DATE OF THIS AMENDMENT TO CONTRACT.**
6. Removal of the exclusion of "Hourly Employees," pursuant to Section 20503, is declarative of agency's previous interpretation and does not mandate any new classes of employees into membership.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member entering membership in the miscellaneous classification on or prior to August 28, 2011, shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to June 30, 1971, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
8. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after August 28, 2011, shall be determined in accordance with Section 21353 of said Retirement Law (2% at age 60 Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member shall be determined in accordance with Section 21366 of said Retirement Law (One-half pay at age 55 Full).
11. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(b) of said Retirement Law (2% at age 57 Full).

PLEASE DO NOT SIGN "EXHIBIT ONLY"

12. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21222.1 (Special 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - b. Section 21572 (Increased Level of 1959 Survivor Benefits).
 - c. Section 20503 (To Remove the Exclusion of "City Attorney," prospectively from October 1, 1996).
 - d. Section 20042 (One-Year Final Compensation) for those classic local miscellaneous members entering membership on or prior to August 28, 2011.
 - e. Section 20475 (Different Level of Benefits): Section 21353 (2% @ 60 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after August 28, 2011.
 - f. Section 20503 (To Remove the Exclusion of "Hourly Employees," prospectively from the effective date of this amendment to contract).
13. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on October 19, 1980. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
14. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
15. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.

16. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.
17. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF STANTON

BY _____
MELODY BENAVIDES, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk