



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, FEBRUARY 23, 2021 - 6:30 P.M.**

**SAFETY ALERT – NOTICE REGARDING COVID-19**

The President, Governor, and the City of Stanton have declared a State of Emergency as a result of the threat of COVID-19 (aka the “Coronavirus”). The Governor also issued Executive Order N-25-20 that directs Californians to follow public health directives including cancelling all large gatherings. Governor Newsom also issued Executive Order N-29-20 which lifts the strict adherence to the Brown Act regarding teleconferencing requirements and allows local legislative bodies to hold their meetings without complying with the normal requirements of in-person public participation. Pursuant to the provisions of the Governor’s Executive Orders N-25-20 and N-29-20 the February 23, 2021, Joint Regular City Council Meeting will be held telephonically.

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

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

1. Dial the following phone number +1 (669) 900-9128 US (San Jose).
2. Dial in the following **Meeting ID: (830 9980 0748)** to be connected to the meeting.

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

E-Mail your comments to [pvazquez@ci.stanton.ca.us](mailto:pvazquez@ci.stanton.ca.us) with the subject line “PUBLIC COMMENT ITEM #” (*insert the item number relevant to your comment*). Comments received no later than 5:00 p.m. before the meeting (*Tuesday, February 23, 2021*) will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

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

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

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

**1. CLOSED SESSION (6:00 PM)**

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

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

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

**7. PLEDGE OF ALLEGIANCE**

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

**City Clerk, Ms. Patricia A. Vazquez requests authority of the Mayor and City Council to hear New Business Item 12A out of order.**

- CITY COUNCIL APPOINTMENTS TO FILL FOUR VACANCIES ON THE STANTON PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION FOR TERMS COINCIDING WITH THE CITY COUNCIL ELECTION.

**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 January 29, 2021 – February 11, 2021, in the amount of \$2,116,171.27.

**9C. APPROVAL OF MINUTES**

1. City Council approve Minutes of Special Meeting – February 9, 2021; and
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – February 9, 2021.

#### **9D. DECEMBER 2020 INVESTMENT REPORT**

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

##### **RECOMMENDED ACTION:**

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

#### **9E. DECEMBER 2020 GENERAL FUND REVENUE AND EXPENDITURE REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM**

The Revenue and Expenditure Report for the month ended December 31, 2020, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. 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, 2020.

##### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund's December 2020 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended December 31, 2020.



**9F. ACCEPTANCE OF THE FY19/20 CITY BUILDINGS ABATEMENT AND DEMOLITION PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The FY 19/20 City Buildings Abatement and Demolition Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$95,848.00. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of February 23, 2021 and recommends that the City Council accept the completed work performed on this project.

The original construction contract cost for the FY 19/20 City Buildings Abatement and Demolition Project was for \$95,848.00.

**RECOMMENDED ACTION:**

1. City Council declare this project categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Accept the completion of improvements for the FY 19/20 City Buildings Abatement and Demolition Project, as certified by the City Engineer, and affix the date of February 23, 2021 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$95,848.00 with AMPCO Contracting, Inc. and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange; and
5. Direct City staff, upon expiration of Directs City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to AMPCO Contracting, Inc. in the amount of \$4,792.40.

**9G. RESOLUTION AUTHORIZING STAFF TO APPLY FOR THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS - ROUND 4**

To approve and submit an application for grant funding for the Norm Ross Sports Complex Renovation Project.

**RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378( b)( 4) — The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Approve Resolution No. 2021-05, entitled:

**“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS”;** and

3. Authorize the City Manager or designee to apply for subject grants.

**9H. APPROVAL OF CONTRACT WITH FLOCK SAFETY**

On January 26, 2021 the City Council approved the leasing of an additional 26 cameras from Flock Safety. The attached contract memorializes this approval.

**RECOMMENDED ACTION:**

1. City Council declare this action is not a project per CEQA; and
2. Approve the contract with Flock Safety for 26 Automatic License Plate Readings cameras.

**9I. APPROVE WAIVING PENALTIES FOR 2021 BUSINESS LICENSES IN RESPONSE TO THE COVID-19 CRISIS**

City business licenses are valid for one calendar year (from January 1 through December 31). Each year all businesses are required to renew their business licenses annually by January 31<sup>st</sup> of the new calendar year. Businesses who had a business license in 2020 were required to submit their business license renewal form and pay their required fees by January 31, 2021. Section 5.04.350 of the City's Municipal Code assesses a 10% penalty for each month the business license fee is not paid until such fee and accumulated penalty is paid, provided that the accumulated penalty does not exceed the amount of the license fee that is due. In addition, to business license renewals, penalties are assessed for businesses that fail to obtain a business license prior to opening for business. Staff is requesting City Council approval to waive all penalty assessments for all 2021 business licenses in response to the COVID-19 pandemic.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve waiving all penalties for all 2021 business licenses.

**END OF CONSENT CALENDAR**

**10. PUBLIC HEARINGS**                      **None.**

**11. UNFINISHED BUSINESS**                      **None.**

## **12. NEW BUSINESS**

### **12A. CITY COUNCIL APPOINTMENTS TO FILL FOUR VACANCIES ON THE STANTON PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION FOR TERMS COINCIDING WITH THE CITY COUNCIL ELECTION**

The Council Member holding the seat corresponding to that numbered seat on the Stanton Parks, Recreation and Community Services Commission shall be responsible for appointment of one Commissioner, with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment. Section 2.06.030 of the Stanton Municipal Code requires the submission of applications and interviews prior to appointment to any position. Section 2.06.030 also provides that the City Council, by majority vote, may waive to the requirement interview persons previously appointed by the City Council and who are requesting re-appointment to another term.

#### **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. Conduct an interview with each applicant; and
3. Make appointments to fill seats #3-Ramirez, #4-Warren, #5-Van, and #6-Mayor's Appointment on the Stanton Parks, Recreation and Community Services Commission.

**12B. ADOPTION OF RESOLUTION NO. 2021-04 APPROVING THE THIRD AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT WITH CR&R, WHICH PROVIDES FOR CHANGES IN CART SERVICE AND CHARGES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS**

On February 9, 2021 the City Council approved the addition of a recyclable cart to residential service and changes in the residential and commercial rates. This contract amendment includes these changes.

**RECOMMENDED ACTION:**

1. City Council declare that the project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15308 – Action by regulatory agencies for protection of the environment; and
2. Adopt Resolution Number 2021-04 approving the Third Amendment to the Amended and Restated Exclusive Franchise Agreement for an Integrated Waste Management System with CR&R to provide for the Separate Collection/Disposal of Organic Materials, entitled:

**"RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR AN INTEGRATED WASTE MANAGEMENT SYSTEM".**

**13. ORAL COMMUNICATIONS - PUBLIC**

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

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

**14. WRITTEN COMMUNICATIONS                      None.**

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

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

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

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

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

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

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

Currently Scheduled:       None.

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

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

**17A. ORANGE COUNTY SHERIFF'S DEPARTMENT**

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

**18. ADJOURNMENT**

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 18<sup>th</sup> day of February, 2021.

s/ Patricia A. Vazquez, City Clerk/Secretary

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## CITY OF STANTON ACCOUNTS PAYABLE REGISTER

January 29, 2021 - February 11, 2021

Electronic Transaction Nos.	1319 - 1339	\$	1,084,375.97
Check Nos.	133390 - 133455	\$	1,031,795.30

TOTAL	\$	2,116,171.27
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Demands listed on the attached registers  
conform to the City of Stanton Annual  
Budget as approved by the City Council.



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City Manager

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



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Finance Director

## Accounts Payable

## Checks by Date - Detail by Check Date

User: mbannigan  
 Printed: 2/16/2021 7:23 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1319	GOL1321	GOLDEN STATE WATER COMPANY	02/02/2021	
	February 01	Dec 08-Jan 08 Water Services Median January 1		2,516.59
	February 01	Dec 08-Jan 08 Water Services Building January		34.45
	February 01	Dec 08-Jan 08 Water Services Park January 11		7,693.55
Total for Check Number 1319:				10,244.59
1320	CAS683	CA ST PERS-HEALTH BENEFIT	02/02/2021	
	Feb-21	January 21 Deduction Health Ins-Employee		4,469.42
	Feb-21	January 21 Adm Services Health Ins		108.33
	Feb-21	January 21 Retiree Insurance		4,300.00
	Feb-21	January 21 Deduction Health Ins-City Share		29,954.02
Total for Check Number 1320:				38,831.77
Total for 2/2/2021:				49,076.36
1321	GOL1321	GOLDEN STATE WATER COMPANY	02/03/2021	
	February 02	Nov 10-Jan 11 Water Services Building January		410.19
Total for Check Number 1321:				410.19
1322	KAN13336	SOO KANG	02/03/2021	
	7	Soo Kang Vehicle Allowance-Jan 2021		300.00
	7	Regional Special Dept Expense-Communication:		150.00
Total for Check Number 1322:				450.00
1323	TIM14834	TIM SHAW & ASSOCIATES	02/03/2021	
	32	Regional CBO-Jan 2021		1,062.50
Total for Check Number 1323:				1,062.50
1324	SOL15043	SOLIDARITY	02/03/2021	
	6	Fullerton CBO: Dec 2020		1,644.00
Total for Check Number 1324:				1,644.00
1325	HIG15681	HIGHER GROUND YOUTH AND FAMIL	02/03/2021	
	1	Anaheim CBO-Sept-Dec 2020		2,236.00
Total for Check Number 1325:				2,236.00
1326	MET12565	METLIFE SBC	02/03/2021	
	Feb-21	February 21 Metlife Dental-City Share		64.96
	Feb-21	February 21 Metlife Dental-Employee Share		28.44
Total for Check Number 1326:				93.40
1327	VSP13387	VISION SERVICE PLAN - (CA)	02/03/2021	



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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	811446826	February 2021 Health Ins-Employer VSP		481.29
	811446826	February 2021 Health Ins-Employee VSP		75.04
Total for Check Number 1327:				556.33
1328	OCA2137 SH 58275	COUNTY OF ORANGE TREASURER- T. AFIS (Fingerprinting) January, 2021	02/03/2021	1,728.00
Total for Check Number 1328:				1,728.00
1329	TAL14666 QTR2	TALLER SAN JOSE HOPE BUILDERS Regional CBO-Quarter 2: Nov-Dec	02/03/2021	20,104.96
Total for Check Number 1329:				20,104.96
1330	THE14664 264	THE ORANGE COUNTY FAMILY JUSTI Regional CBO for Focus Area #1 October-Decer	02/03/2021	5,127.56
Total for Check Number 1330:				5,127.56
Total for 2/3/2021:				33,412.94
1331	CAS680	CA ST PERS 103	02/04/2021	
	PPE 1/30/2021	PERS-City's Share New T3 PPE 1/30/2021		5,417.98
	PPE 1/30/2021	PERS-Survivor New T3 PPE 1/30/2021		24.18
	PPE 1/30/2021	PERS-Employee's Share T1 PPE 1/30/2021		1,829.33
	PPE 1/30/2021	PERS-City's Share T1 PPE 1/30/2021		2,882.75
	PPE 1/30/2021	PERS-Employee New T3 PPE 1/30/2021		4,729.89
	PPE 1/30/2021	PERS-Survivor Classic T2 PPE 1/30/2021		5.58
	PPE 1/30/2021	PERS-(PERS Buy Back) T1 PPE 1/30/2021		162.67
	PPE 1/30/2021	PERS-City's Share Classic T2 PPE 1/30/2021		2,361.42
	PPE 1/30/2021	PERS-Employee Classic T2 PPE 1/30/2021		1,879.68
	PPE 1/30/2021	PERS-Survivor (Employee) T1 PPE 1/30/2021		9.30
Total for Check Number 1331:				19,302.78
1332	BEN15755	BENEFIT COORDINATORS CORPORAT	02/04/2021	
	8715	January 2021 Prism Life Ins-Employee		426.78
	8715	January 2021 Prism Life Ins-City		453.60
	8715	January 2021 Prism Disability Ins-City		2,251.96
Total for Check Number 1332:				3,132.34
Total for 2/4/2021:				22,435.12
1333	EDD1067	EDD	02/05/2021	
	1/30/2021	State Tax Withholding		4,656.36
	1/30/2021	State Unemployment		1,983.90
Total for Check Number 1333:				6,640.26
1334	INT1569	INTERNAL REVENUE SERVICE	02/05/2021	
	1/30/2021	(FD) Federal Tax Withholding		14,396.24
	1/30/2021	(MC) Medicare-Employee Share		1,978.45
	1/30/2021	(ME) Medicare-City Share		1,978.45
Total for Check Number 1334:				18,353.14

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for 2/5/2021:				24,993.40
1335	PUB15477 1/30/2021	PUBLIC AGENCY RISK SHARING AUT PARS-PPE 1/30/2021	02/10/2021	1,076.91
Total for Check Number 1335:				1,076.91
1336	JEN14424 PPE 1/30/2021	ANA JENSEN Wage Garnishment PPE 1/30/2021	02/10/2021	200.00
Total for Check Number 1336:				200.00
1337	HIS15063 1020 1120 1220	H.I.S. HOUSE City of Placentia CBO-Oct 2020 City of Placentia CBO-Nov 2020 City of Placentia CBO-Dec 2020	02/10/2021	4,811.40 3,735.00 3,493.58
Total for Check Number 1337:				12,039.98
1338	SED15718 2021-00851998	SEDGWICK CLAIMS MANAGEMENT S Claims Funding for Payments Issued	02/10/2021	32.00
Total for Check Number 1338:				32.00
1339	OCA2137 SH 58513 SH 58513 SH 58513 SH 58513	COUNTY OF ORANGE TREASURER- T Sheriff Contract Services Feb 2021 Sheriff Contract Services Feb 2021 PSTF Community Enhancement Deputy .25% Early Payment Discount	02/10/2021	515,646.75 424,299.84 22,872.50 -2,407.05
Total for Check Number 1339:				960,412.04
Total for 2/10/2021:				973,760.93
133390	ACE13161 9287 9287	ACE LASER PRINTER SERVICE Desktop Printer/HP 4250/Payroll Printer Toner	02/11/2021	387.90 149.77
Total for Check Number 133390:				537.67
133391	AFL187 61442 61442 61442	AFLAC-FLEX ONE January 21 Life Ins-Employee Share January 21 Employee (Aflac) January 21 Employee (Disability Ins)	02/11/2021	38.00 266.90 91.11
Total for Check Number 133391:				396.01
133392	ALL228 67743	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services 3/8/2020-3/21/2	02/11/2021	1,018.35
Total for Check Number 133392:				1,018.35
133393	AMP12404 Progress Pay# 2 Retention #2	AMPCO CONTRACTING INC. Demolish building @ 8931 Pacific Ave. 5% Retention	02/11/2021	52,389.00 -2,619.45
Total for Check Number 133393:				49,769.55
133394	ATT377	AT&T	02/11/2021	

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2/8/2021	Cerritos/Dale-Jan 714-826-1129		23.75
	2/8/2021	Cerritos/Magnolia-Jan 714-826-1762		23.66
	2/8/2021	Cerritos/Knott-Jan 714-236-0402		23.75
Total for Check Number 133394:				71.16
133395	BOY13501 Nov-20	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Services (FaCT) Invoice for Boys &	02/11/2021	3,442.57
Total for Check Number 133395:				3,442.57
133396	BOY15369 December-20	BOYS & GIRLS CLUBS OF GREATER A Cypress/Anaheim CBO Focus Area #1-Dec	02/11/2021	10,015.00
Total for Check Number 133396:				10,015.00
133397	C3O13388 126527 126970	C3 TECHNOLOGY SERVICES IT SVCS/Server Monitoring 01/01/21-01/31/21 CH/Sharp Copier/Toner/Maintenance 12/15/20-C	02/11/2021	3,290.00 185.26
Total for Check Number 133397:				3,475.26
133398	CAA556 026551 026573	CA AUTO & BRAKE INC Replace radiator hose on Unit# 17 Repair radiator on Unit# 17	02/11/2021	205.50 568.00
Total for Check Number 133398:				773.50
133399	CAS662 493010	CA ST DEPT OF JUSTICE JAN2021/Fingerprints	02/11/2021	49.00
Total for Check Number 133399:				49.00
133400	CAL15963 8293	CALIBA FY20/21 C&D Deposit Refund for 10580-10600	02/11/2021	10,000.00
Total for Check Number 133400:				10,000.00
133401	CAR630 20324414	CARE AMBULANCE SERVICE INC Ambulance Service/Lewis W Lentz	02/11/2021	100.00
Total for Check Number 133401:				100.00
133402	BRE515 ASIT000964 ASIT000965	CITY OF BREA DEC-20/Business Alliance Web Hosting Fee DEC-20/City Web Hosting Fee	02/11/2021	50.00 50.00
Total for Check Number 133402:				100.00
133403	CLI15829 2688496 2738457 2738457	CLIFTONLARSONALLEN LLP Interim billing for City's annual audit Interim billing for Housing Authority's annual au Interim billing for City's annual audit	02/11/2021	9,000.00 1,400.00 4,360.00
Total for Check Number 133403:				14,760.00
133404	COL15604 45930	COLANTUONO, HIGHSMITH & WHATI OCT-20 thru JAN-21/SCE Coalition/Shared Cos	02/11/2021	73.94
Total for Check Number 133404:				73.94
133405	FIR1181 82062818	CORELOGIC SOLUTIONS, LLC JAN-21/Geographic Package-Realquest	02/11/2021	315.00

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 133405:				315.00
133406	COR14961 13386	CORNERSTONE COMMUNICATIONS & Regional CBO-Professional Services-Dec 2020	02/11/2021	4,500.00
Total for Check Number 133406:				4,500.00
133407	CSU14679 AR170703 AR170813	CSU FULLERTON ASC Regional CBO-Project Rebound July-Oct 2020 Regional CBO-Project Rebound Nov-Dec 2020	02/11/2021	17,070.95 12,641.48
Total for Check Number 133407:				29,712.43
133408	DHR15959 2020-802	D H ROOFING INC FY20/21 C&D Deposit Refund for 7901 Hopi R	02/11/2021	360.00
Total for Check Number 133408:				360.00
133409	DEL13382 71181268	DE LAGE LANDEN FINANCIAL SERVI Lease/CH/Sharp copiers 02/01/2021-02/28/2021	02/11/2021	526.22
Total for Check Number 133409:				526.22
133410	DOM1014 159236	DOMEN LAWNMOWER New Rake	02/11/2021	14.13
Total for Check Number 133410:				14.13
133411	ECO1064 2020.7	ECONOMICS, INC. Provide solid waste and recycling consulting for	02/11/2021	2,354.42
Total for Check Number 133411:				2,354.42
133412	FIR1182 6896-3419998 6896-3431754	FIRST CARE INDU MEDICINE CENT DEC Pre-employment exams JAN Pre-employment Exams	02/11/2021	90.00 65.00
Total for Check Number 133412:				155.00
133413	FRI13695 Nov-20	FRIENDLY CENTER, INC Contractual Services (FaCT) Invoice for Friendl	02/11/2021	7,208.29
Total for Check Number 133413:				7,208.29
133414	FRO13927 2/8/21	FRONTIER City Hall frame relay port Feb	02/11/2021	70.39
Total for Check Number 133414:				70.39
133415	FUE13027 53303	FUEL PROS, INC Fuel station maintenance and AQMD testing	02/11/2021	610.00
Total for Check Number 133415:				610.00
133416	GRE1360 121373 121373	GREAT SCOTT TREE SERVICE, INC Tree Trimming FY19/20 (90%) Jan Tree Trimming FY19/20 (10%) Jan	02/11/2021	1,644.75 182.75
Total for Check Number 133416:				1,827.50
133417	HAR1416 20-0760	HARTZOG & CRABILL INC On-Call Traffic Signal Services Ops for Dec	02/11/2021	3,541.28

## ATTACHMENT A - Page 6 of 9

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20-0770	Katella Ave OCTA Corridor Project Support-Dec		112.00
	20-0771	Magnolia Ave OCTA Corridor Project Support-E		397.50
Total for Check Number 133417:				4,050.78
133418	HDL1429 SIN006491	HDL COREN & CONE Contract Services Property Tax JAN-MAR 2021	02/11/2021	3,191.93
Total for Check Number 133418:				3,191.93
133419	HOM1491	HOME DEPOT CREDIT SERVICES	02/11/2021	
	1011343	Hose Kit for City Yard		54.86
	1171326	Parts for facilities repair		193.53
	1171339	Faucet hose for City Yard		99.83
	517687	Parts for Sheriff roof repair		60.73
	6171588	Electrical parts for POD		125.06
	6171627	Cord for City Hall		21.72
Total for Check Number 133419:				555.73
133420	HOU15753	HOUSING PROGRAMS	02/11/2021	
	S-10	Housing Rehab-Admin/Gray/12101 Dale St #110		2,600.00
	S-11	Housing Rehab-Admin/Luu/11413 Pine Ln		2,600.00
	S-2	Housing Rehab-Admin/Seymour/11250 Beach B		2,600.00
	S-4	Housing Rehab-Admin/Martinez/7321 Kent Way		2,600.00
	S-5	Housing Rehab-Admin/Soto/7901 Hopi Rd		2,600.00
	S-6	Housing Rehab-Admin/Wong/11281 Santa Rosa		2,925.00
	S-7	Housing Rehab-Admin/Berlin/7682 Laurelton A		2,600.00
	S-8	Housing Rehab-Admin/Campos/8566 Chapman .		2,600.00
Total for Check Number 133420:				21,125.00
133421	ICM1540	ICMA RETIREMENT TRUST #302393	02/11/2021	
	PPE 1/16/2021	PPE 1/16/21 ICMA #302393		4,135.00
	PPE 1/30/2021	PPE 1/30/21 ICMA #302393		4,135.00
Total for Check Number 133421:				8,270.00
133422	JKR15962	J K REAL CONSTRUCTION INC	02/11/2021	
	9619	FY20/21 C&D Deposit Refund for 12829 Beach		6,000.00
Total for Check Number 133422:				6,000.00
133423	LRJ15746	L R J CONSTRUCTION INC	02/11/2021	
	326-2	Housing Rehab-Contractor/Berlin/7692 Laurelton		1,490.00
Total for Check Number 133423:				1,490.00
133424	LAH14673	LA HABRA POLICE EXPLORER POST	02/11/2021	
	NOCPSTF-6/YR4	La Habra CBO Focus Area #1-Explorers Self-de		400.00
Total for Check Number 133424:				400.00
133425	LAB15952	JUNE LABRADOR	02/11/2021	
	9583	FY20/21 C&D Deposit Refund for 10801 Via Ja		3,000.00
Total for Check Number 133425:				3,000.00
133426	LEA1741	LEAGUE OF CALIF CITIES	02/11/2021	
	640935	2021 Membership Dues/League of CA Cities		13,149.00
Total for Check Number 133426:				13,149.00

## ATTACHMENT A - Page 7 of 9

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
133427	MAG15957 9801	MIRIAM MAGANA FY20/21 C&D Deposit Refund for 10652 Sycam	02/11/2021	60.00
Total for Check Number 133427:				60.00
133428	MAR1873 242652	MARK'S OLD TOWNE SERVICE, INC. Repair backhoe-oil change, wiring, replace seal,	02/11/2021	1,633.28
Total for Check Number 133428:				1,633.28
133429	MER12502 613465 613529 614778 614778	MERCHANTS BUILDING MAINTENAN COVID-19 mitigation-Disinfect & sanitation of COVID-19 mitigation-Disinfect & sanitation of Janitorial Services at City Hall for Feb 2021 Janitorial Services at FRC for Feb 2021	02/11/2021	400.00 240.00 1,482.22 303.59
Total for Check Number 133429:				2,425.81
133430	MYE15791 20-469-1	MYERS CONSTRUCTION, INC Housing Rehab-Contractor/Luu/11413 Pine Tree	02/11/2021	950.00
Total for Check Number 133430:				950.00
133431	NAT2050 31411	NATIONWIDE ENVIRONMENTAL SVC Sweeper Services for Feb 2021	02/11/2021	11,424.93
Total for Check Number 133431:				11,424.93
133432	NIC12453 586103001	NICHOLS CONSULTING ENGINEERS Update Pavement Management Program for FY	02/11/2021	5,630.00
Total for Check Number 133432:				5,630.00
133433	OCS2185 Jan-21	O C SANITATION DISTRICT OC San Dist-January 2021 connection fees	02/11/2021	712,677.54
Total for Check Number 133433:				712,677.54
133434	OFF13385 I-01840991	OFFICE SOLUTIONS 16 boxes of trash bags	02/11/2021	739.50
Total for Check Number 133434:				739.50
133435	PSI11874 27103	PSI (1) 5-gal container of Taginator & (1) container J	02/11/2021	467.60
Total for Check Number 133435:				467.60
133436	QUA15782 2021-01-PR 2021-02	QUALITY MANAGEMENT GROUP, INC Salaries for Management for Tina Pacific Develc Property Management for Tina Pacific Developn	02/11/2021	8,016.66 6,136.36
Total for Check Number 133436:				14,153.02
133437	RAD15570 1275	RADAR ENVIRONMENTAL Disposal of HHW at the City Yard	02/11/2021	2,761.00
Total for Check Number 133437:				2,761.00
133438	RED2467 21475 21483	RED BALL HARDWARE Supplies need for repairs in the city for Jan Supplies need for repairs in the city for Jan	02/11/2021	80.58 115.12

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 133438:				195.70
133439	RES2489 3029697	RESOURCE BUILDING MATERIALS 100 sandbags	02/11/2021	190.31
Total for Check Number 133439:				190.31
133440	SCS13184 213773A 213948 214267	S.C. SIGNS & SUPPLIES LLC 7 new street name signs, 15 stop signs, and 50 de 60 street sweeping signs & hardware to attach 10 street name signs	02/11/2021	2,689.93 2,825.33 1,174.50
Total for Check Number 133440:				6,689.76
133441	SER15072 R2102704 R2102704	SERVICE FIRST Maintenance on SCP splash pad-Feb Maintenance on Dotson splash pad-Feb	02/11/2021	925.00 925.00
Total for Check Number 133441:				1,850.00
133442	SOC2734 02/01/21 02/01/21 02/01/21 02/04/21 02/04/21 2/1/2021	SO CAL EDISON Electric Service-Signals Jan Electric Service-Parks Jan Electric Service-Medians Jan Electric Service-Signals Jan Stanton District Light Jan Electricity Service-Sheriff Station Jan	02/11/2021	48.09 603.56 241.03 874.71 4,319.48 1,647.22
Total for Check Number 133442:				7,734.09
133443	GAS1282 2/1/2021 2/1/2021	SOCALGAS Gas Service-Corp Yard Jan Gas Service-City Hall Jan	02/11/2021	48.08 672.92
Total for Check Number 133443:				721.00
133444	WAT13601 23393 23394	SOUTHLAND AUTOMOTIVE WORKS Repair flat tire on PW truck Replace tire on PW truck	02/11/2021	25.00 133.19
Total for Check Number 133444:				158.19
133445	STE15961 2021-002	STEVE T. MEYERS CONSTRUCTION IN FY20/21 C&D Deposit Refund for 11413 Pine T	02/11/2021	421.50
Total for Check Number 133445:				421.50
133446	TER2886 404121847	TERMINIX PROCESSING CENTER JAN-21/Pest Control/Tina-Pacific	02/11/2021	321.00
Total for Check Number 133446:				321.00
133447	THA13154 2455	THALES CONSULTING INC FY 2019/20 State Controller's Report	02/11/2021	2,550.00
Total for Check Number 133447:				2,550.00
133448	TOW14437 16804	TOWNSEND PUBLIC AFFAIRS, INC FEB-2021/Advocacy/Consulting Svcs	02/11/2021	4,000.00
Total for Check Number 133448:				4,000.00

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
133449	TUR2970	TURBO DATA SYSTEMS INC	02/11/2021	
	34318	JAN-21/Parking Citation Processing		1,583.80
	34319	JAN-21/Admin Citation Processing		377.30
Total for Check Number 133449:				1,961.10
133450	TUS12207	CITY OF TUSTIN	02/11/2021	
	2021	2021 OCHRC Membership Renewal		75.00
Total for Check Number 133450:				75.00
133451	USB13423	US BANK	02/11/2021	
	6012998	Trustee Fees for Escrow Accounts 1/1/21-12/31/		3,300.00
Total for Check Number 133451:				3,300.00
133452	VEN13764	VENCO WESTERN INC	02/11/2021	
	0154820-IN	Norm Ross baseball field-Jan		900.00
	0154820-IN	Building landscape maintenance-Jan		1,298.00
	0154820-IN	Park landscape maintenance-Jan		4,685.00
	0154820-IN	Stanton Central Park-Jan		4,592.00
	0154820-IN	Street landscape maintenance-Jan		1,490.00
	0154820-IN	Median landscape maintenance-Jan		7,939.00
	2502177-IN	Mulch Stanton Central Park		3,904.00
Total for Check Number 133452:				24,808.00
133453	VIS3077	VISTA PAINT CORP	02/11/2021	
	2021-822795-00	Graffiti Supplies for Jan		81.42
	2021-835829-00	Graffiti Supplies for Feb		48.95
	2021-838764-00	Graffiti Supplies for Feb		315.59
	2021-839420-00	Graffiti Supplies for Feb		26.40
Total for Check Number 133453:				472.36
133454	WER15960	WEROOF CALPRO RENOVATIONS	02/11/2021	
	2020-746	FY20/21 C&D Deposit Refund for 11531 Lenma		540.00
Total for Check Number 133454:				540.00
133455	WES15958	WESTIN DEVELOPMENT	02/11/2021	
	2020-742	FY20/21 C&D Deposit Refund for 10471 Course		114.00
Total for Check Number 133455:				114.00
Total for 2/11/2021:				1,012,492.52
Report Total (87 checks):				2,116,171.27



**MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE  
CITY OF STANTON  
SPECIAL MEETING FEBRUARY 9, 2021**

**1. CALL TO ORDER**

The meeting was called to order at 5:31 p.m. by Mayor Shawver.

**2. PLEDGE OF ALLEGIANCE**

Led by Council Member Hong Alyce Van.

**3. ROLL CALL**

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

Absent: None.

Excused: Council/Agency/Authority Member Ramirez.

**4. CLOSED SESSION**

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

**6. CLOSED SESSION**

The members of the City Council/Successor Agency/Housing Authority of the City of Stanton proceeded to closed session at 5:33 p.m. for discussion regarding:

**6A. 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)

Special Joint Meeting – February 9, 2021 - Page 1 of 3

**THESE MINUTES ARE ISSUED FOR INFORMATION ONLY AND ARE SUBJECT TO  
AMENDMENT AND APPROVAL AT NEXT MEETING**

## DRAFT

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: Jarad L. Hildenbrand, City Manager, City of Stanton  
Jarad L. Hildenbrand, Executive Director, Housing Authority  
Jarad L. Hildenbrand, Executive Director, Successor Agency  
Trachy Family Trust, Owner  
Steven W. Reiss Trust, Owner  
Jennie Trust, Owner  
Trang Trust, Owner  
Triple Star Company, LLC, Owner  
Sky Nguyen / SN Living Trust, Owner  
Steven W. Reiss Trust, Owner  
Ngoc Trieu and Andy Pham, Owner  
David M. Cook and Daphne Chakran, Owner

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

## **DRAFT**

### **7. CALL TO ORDER / SPECIAL CITY COUNCIL MEETING**

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

The City Council/Successor Agency/Housing Authority reconvened in open session at 6:00 p.m.

The City Clerk/Secretary Ms. Patricia A. Vazquez reported that the Stanton City Council/Successor Agency/Housing Authority met in closed session from 5:33 to 6:00 p.m.

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

### **8. ADJOURNMENT** Motion/Second: Shawver/ Motion carried at 6:00 p.m.

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MAYOR

ATTEST:

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CITY CLERK

# DRAFT

## MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING FEBRUARY 9, 2021

### 1. CALL TO ORDER / CLOSED SESSION

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

### 2. ROLL CALL

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

Absent: None.

Excused: Council/Agency/Authority Member Ramirez.

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

### 4. CLOSED SESSION

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

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

Property: 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)

## DRAFT

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: Jarad L. Hildenbrand, City Manager, City of Stanton  
Jarad L. Hildenbrand, Executive Director, Housing Authority  
Jarad L. Hildenbrand, Executive Director, Successor Agency  
Trachy Family Trust, Owner  
Steven W. Reiss Trust, Owner  
Jennie Trust, Owner  
Trang Trust, Owner  
Triple Star Company, LLC, Owner  
Sky Nguyen / SN Living Trust, Owner  
Steven W. Reiss Trust, Owner  
Ngoc Trieu and Andy Pham, Owner  
David M. Cook and Daphne Chakran, Owner

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

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

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

## **DRAFT**

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 6:00 to 6:08 p.m.

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

### **6. ROLL CALL**

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

Absent: None.

Excused: Council/Agency/Authority Member Ramirez.

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

Led by Ms. Michelle Bannigan, Finance Director.

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

City Clerk, Ms. Patricia A. Vazquez requested authority of the Mayor and City Council to hear New Business Item 12A out of order. The Mayor and City Council authorized the request.

### **12A. CITY COUNCIL APPOINTMENTS TO FILL THREE VACANCIES ON THE STANTON PLANNING COMMISSION FOR TERMS COINCIDING WITH THE CITY COUNCIL ELECTION**

The Council Member holding the seat corresponding to that numbered seat on the Stanton Planning Commission shall be responsible for appointment of one Commissioner, with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment. Section 2.06.030 of the Stanton Municipal Code requires the submission of applications and interviews prior to appointment to any position. Section 2.06.030 also provides that the City Council, by majority vote, may waive to the requirement interview persons previously appointed by the City Council and who are requesting re-appointment to another term.

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

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

## DRAFT

2. The City Council conducted interviews with the following Planning Commission applicants; and
  - Mr. Thomas Adams
  - Mr. Thomas Frazier
  - Ms. Debi Grand
  - Mr. Jeffrey Jones
  - Ms. Jennifer Martinez
  - Mr. Vi Nguyen
  - Ms. Lee Norgaard
3. The City Council made appointments to fill seats #2-Shawver, #4-Warren, and #5-Van on the Stanton Planning Commission as follows:

### **Seat #2 (Shawver):**

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

Mr. Thomas Adams was appointed to fill Seat #2 (Shawver) on the Stanton Planning Commission.

### **Seat #4 (Warren):**

Motion/Second: Warren/Van

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

Motion unanimously carried:

Mr. Thomas Frazier was appointed to fill Seat #4 (Warren) on the Stanton Planning Commission.

## DRAFT

### Seat #5 (Van):

Motion/Second: Van/Warren

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

Motion unanimously carried:

Ms. Lee Norgaard was appointed to fill Seat #5 (Van) on the Stanton Planning Commission.

## 9. CONSENT CALENDAR

Council Member Warren pulled item 9F from the Consent Calendar for separate discussion.

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

## CONSENT CALENDAR

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

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

### 9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated January 15, 2021 – January 28, 2021, in the amount of \$5,348,733.81.



# **DRAFT**

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

1. The City Council approved Minutes of Special Meeting – January 26, 2021; and
2. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – January 26, 2021.

## **9D. DECEMBER 2020 INVESTMENT REPORT (SUCCESSOR AGENCY)**

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

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

## **9E. RENEWAL OF THE OPERATIONAL AREA AGREEMENT OF THE COUNTY OF ORANGE AND POLITICAL SUBDIVISIONS**

The renewal of the updated Operational Area Agreement confirms the City's participation in regional emergency management efforts and enhances eligibility for state funding of response related personnel costs.

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. Authorized the Mayor to sign and the City Clerk to attest to the 2020 Orange County Operational Area Agreement of the County of Orange and Political Subdivisions.

## **9G. APPROVAL OF 2021 LEGISLATIVE PLATFORM**

Consideration of revising the currently approved legislative platform to establish guiding principles and policy statements that will allow city staff to address legislative and regulatory issues in a timely manner.

1. The City Council declared that the project is not subject to the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a

## DRAFT

- significant effect on the environment, the activity is not subject to CEQA; and
2. Adopted the 2021 Legislative Platform; and
  3. Authorized the Mayor and City Manager to provide support or opposition for legislation in compliance with the Legislative Platform.

### END OF CONSENT CALENDAR

#### 9F. CONTRACT AMENDMENT FOR KOSMONT REAL ESTATE SERVICES

Requested is authorization to allow the City Manager to extend the life of the professional services agreement with Kosmont Real Estate Services (formerly Kosmont Realty Corporation) to provide economic development consultation services.

Also requested is authorization to allow the City Manager to increase the rate of compensation to Kosmont Real Estate Services by ten percent.

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

The City Council questioned staff regarding the issuance of a request for proposal, personnel, costs, increased costs, and added services/benefits.

Motion/Second: Shawver/Van

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

Motion unanimously carried:

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

## DRAFT

2. Approve the contract amendment with Kosmont Real Estate Services to bring the contract to provide economic development consultation services to a current date; and
3. Approve the contract amendment to reflect the current business name of Kosmont Real Estate Services; and
4. Rejected the rate increase proposed by Kosmont Real Estate Services.

### 10. PUBLIC HEARINGS

#### 10A. PUBLIC HEARING REGARDING REQUEST TO MODIFY SERVICES AND FEES FOR SOLID WASTE, RECYCLABLE, AND ORGANIC COLLECTION SERVICES

On September 22, 1981 the City Council awarded a solid waste franchise agreement to CR&R, and CR&R has served the Stanton community since that time. CR&R has requested modifications to its services and fees which were approved by the City Council on December 8, 2021. Pursuant to Proposition 218, the City is required to conduct a public hearing and approve the Resolution containing the proposed fees to be effective beginning April 1, 2021.

Staff report by Mr. Allan Rigg, Public Works Director / City Engineer.

The public hearing was opened.

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

Presentation by Mr. Dean Ruffridge, CR&R.

The City Council questioned staff regarding increase in commercial rates and opportunity for self-hauling in lieu of incurring cost.

Motion/Second: Shawver/Warren

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

Motion unanimously carried:

## DRAFT

1. The City Council declared that this item is not subject to California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Conducted a Public Hearing; and
3. Adopted Resolution No. 2021-01 permitting CR&R to charge specific rates for solid waste, recyclable, and organic collection services, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA PERMITTING CR&R INCORPORATED TO CHARGE SPECIFIC RATES FOR SOLID WASTE COLLECTION SERVICES."**

**11. UNFINISHED BUSINESS**                      None.

**12. NEW BUSINESS**

This item was heard out of order.

~~**12A. CITY COUNCIL APPOINTMENTS TO FILL THREE VACANCIES ON THE STANTON PLANNING COMMISSION FOR TERMS COINCIDING WITH THE CITY COUNCIL ELECTION**~~

**13. ORAL COMMUNICATIONS – PUBLIC**                      None.

**14. WRITTEN COMMUNICATIONS**

Number of written communications received: 1

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

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

None.

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

None.

## DRAFT

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

Currently Scheduled: February 23, 2021 - Discussion regarding the City's participation in the Community Choice Aggregation or Energy program.

### 15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING FUTURE PLANS FOR THE INTERSECTION AT ORANGEWOOD AVENUE AND SANTA ROSALIA STREET

At the January 26, 2021 City Council meeting, Council Member Van requested that this item be agendaized for discussion.

Presentation by Council Member Van:

- Possible solutions to assist with safety concerns.
- Useful greenspace for the resident use.
- Opening the street to create a through street.

Public E-Comments:

- Mr. DeWayne Allen Normand, resident, submitted an e-comment spoke regarding the wall being an issue since it's installation and encouraged the City Council to discuss options to either repair the wall and install safety measure to prevent future damage or to remove the wall in its entirety to open the street for usual traffic.

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

Consensus was received and the City Council directed staff to proceed with research and a staff report for proposed plans for the intersection at Orangewood Avenue and Santa Rosalia Street.

## **DRAFT**

### **15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE ESTABLISHMENT OF A POLICY FOR TRAFFIC CALMING MEASURES**

At the January 26, 2021 City Council meeting, Council Member Van requested that this item be agendaized for discussion.

Presentation by Council Member Van:

- Possible solutions to assist with safety concerns.
- Mirror the methodology used for the City's permit parking program.
- Creating a policy to ensure ease of use and access for residents to refer to.

Motion/Second: Shawver/Van

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

Motion unanimously carried:

Consensus was received and the City Council directed staff to proceed with research and a staff report for the establishment of a policy for traffic calming measures.

### **15F. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE FEASIBILITY OF HIRING A SECOND OUTREACH COORDINATOR**

At the January 26, 2021 City Council meeting, Council Member Warren requested that this item be agendaized for discussion.

Presentation by Council Member Warren.

Motion/Second: Shawver/Warren

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

Motion unanimously carried:

Consensus was received and the City Council directed staff to proceed with research and a staff report for the feasibility of hiring a second outreach coordinator.

## DRAFT

### 15G. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE ESTABLISHMENT OF A MORATORIUM ON HOUSING, HOUSING NEEDS RELATED TO STATE REGULATIONS, RHENA NUMBERS, ZONING, OVERLAY ZONES, DENSITY, AND MITIGATION / EIR'S

At the January 26, 2021 City Council meeting, Mayor Shawver requested that this item be agendaized for discussion.

Presentation by Mayor Shawver.

Public E-Comments:

- Isuri S. Ramos, The Kennedy Commission, submitted an e-comment encouraging the City to work on land use strategies, to use City owned sties to assist in increasing affordable housing options for lower income working families in Stanton, and to prioritize permanent supportive housing and affordable housing for families with extremely low, very low, and low income levels.
- Ms. Yesenia Hernandez, Community Action Partnership of Orange County, submitted an e-comment urging the City to consider committing and prioritizing the development of the Tina-Pacific Neighborhood for very low-income housing and thereby meeting the State's requirement for very low-income housing.

Motion/Second: Warren/Shawver

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

Motion unanimously carried:

The City Council clarified that it was not looking to stop housing development through a moratorium. Instead, the City Council is reviewing the types of future housing projects that are being proposed and evaluating compatibility with the goals and vision of the community. Livability issues such as traffic, parking, compatible design, scale, open space, sustainable strategies, and safety are of particular concern. To that end, the City took action to direct staff to review development standards, policies, and processes and bring back information for any adjustments or improvements to move projects forward.

## DRAFT

### 15H. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CREATION OF A DOG PARK

At the January 26, 2021 City Council meeting, Mayor Shawver requested that this item be agendaized for discussion.

Presentation by Mayor Shawver:

- City has the support of the Orange County Transportation Authority (OCTA) for implementation once the plans/concept has been submitted.
- Work with the OCTA's real estate department.
- Potential locations such as the Norm Ross Sports Complex, Santa Rosalia Street, and the OCTA property on Western Avenue.
- Review and revisit the City's Parks Master Plan.
- Allow the Parks, Recreation and Community Services Commission to assist in this process.

Motion/Second: Shawver/Warren

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

Motion unanimously carried:

Consensus was received and the City Council directed staff to proceed with research and a staff report for the feasibility of establishing a dog park within the City of Stanton.

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

None.

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

None.

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

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

- Item 17A was tabled for reporting at the March 9, 2021 regularly scheduled City Council meeting.



## **DRAFT**

- 18. ADJOURNMENT** in honor and memory of Ms. Bryan Prendergast.  
Motion/Second: Shawver/  
Motion carried at 10:10 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

# CITY OF STANTON

## REPORT TO THE CITY COUNCIL

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

**DATE:** February 23, 2021

**SUBJECT: DECEMBER 2020 INVESTMENT REPORT**

### REPORT IN BRIEF:

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

### RECOMMENDED ACTIONS:

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

### BACKGROUND:

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

	Beginning Balance	Net Change	Ending Balance
Cash and Investment Accounts (Pooled-All Funds)	\$ 51,659,600.80	\$ (24,551.46)	\$ 51,635,049.34
Cash (Non-Pooled)	4,290,000.11	115,158.48	4,405,158.59
Total Cash and Investments	\$ 55,949,600.91	\$ 90,607.02	\$ 56,040,207.93

Between November 30, 2020, and December 31, 2020, the City's total cash and investments increased by \$90,607.

The attached reports summarize the City investments and deposit balances as of December 31, 2020. The City's cash and investment balances by fund type are presented in Attachment A. A summary of the City's investment portfolio is included as Attachment B. The detail of the City's investments by type are shown in Attachment C.

## ANALYSIS:

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

Detailed information regarding the securities contained in the City's investment portfolio is provided in Attachments B and C. As of December 31, 2020, City investments consisted of the following:

	Market Value at December 31, 2020	Average Interest Rate	Percentage of Portfolio Invested by Type	Percentage of Portfolio Permitted by Investment	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 28,257,663.36	0.54%	58.03%	100.00%	Yes
California Asset Management Program (CAMP)	6,248,309.71	0.12%	12.83%	100.00%	Yes
Negotiable Certificates of Deposit	10,019,149.95	2.37%	20.58%	30.00%	Yes
Municipal Bonds	4,168,211.85	2.22%	8.56%	100.00%	Yes
Total Investments	<u>\$ 48,693,334.87</u>		<u>100.00%</u>		

As of December 31, 2020, the average purchase yield to maturity earned on the City's total investment portfolio was 0.99%, which is above the benchmark LAIF return of 0.54%. The weighted average maturity of the City's was approximately 208 days (approximately 6.5 months) as of December 31, 2020, which is in compliance with the City's investment policy restriction of 3.5 years.

## FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2020-21 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

The City Treasurer controls a \$48.7 million portfolio, with \$14.2 million in investments held in a safekeeping account with Bank of the West.

## ENVIRONMENTAL IMPACT :

None.

## LEGAL REVIEW:

None.

**PUBLIC NOTIFICATION :**

Through the normal agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

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Michelle Bannigan, CPA  
Finance Director

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Jarad L. Hildenbrand  
City Manager

**Attachments:**

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

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

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 20,106,611.39	\$ 8,455,680.07	\$ (8,285,198.12)	\$ 20,277,093.34
102-111101	General Fund (Transactions & Use Tax)	3,058,998.48	478,221.17	(815,366.00)	2,721,853.65
210-111101	Certified Access Specialists (CASP) Program	37,093.53	3,545.50	-	40,639.03
211-111101	Gas Tax Fund	374,234.65	159,378.27	(27,484.15)	506,128.77
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	75,295.39	55,195.09	(26,089.93)	104,400.55
220-111101	Measure M Fund	306,568.86	1,564.38	(27,701.15)	280,432.09
222-111101	Community Development Block Grant (CDBG) Fund	230,058.19	1,081.92	(1,036.24)	230,103.87
223-111101	Protective Services Fund	-	139,216.98	(139,216.98)	-
224-111101	Lighting Maintenance 1919 Act Fund	231,287.30	276,254.80	(6,708.31)	500,833.79
225-111101	Lighting/Median Maintenance 1972 Act Fund	886,533.47	76,052.09	(63,426.51)	899,159.05
226-111101	Air Quality Improvement Fund	230,518.48	14,186.47	(1,081.54)	243,623.41
240-111101	Supplemental Law Enforcement Grant Fund (Fiscal Year 2016/17)	4,512.65	-	-	4,512.65
242-111101	Supplemental Law Enforcement Grant Fund (current)	463,742.71	20,872.53	(9,937.56)	474,677.68
250-111101	Families and Communities Together (FaCT) Grant Fund	(31,430.82)	52,603.80	(24,082.74)	(2,909.76)
251-111101	Senior Transportation Fund	43,126.96	303.27	(784.90)	42,645.33
255-111101	CalGRIP Grant Fund (Fiscal Year 2014/15)	31,842.08	150.16	(143.80)	31,848.44
256-111101	CARES Fund	324,674.02	7,325.84	(278,573.05)	53,426.81
261-111101	Street Impact Fees Fund	59,133.50	676.12	(266.48)	59,543.14
262-111101	Traffic Signal Impact Fees Fund	44,658.52	299.03	(201.19)	44,756.36
263-111101	Community Center Impact Fees Fund	141,212.57	959.12	(636.16)	141,535.53
264-111101	Police Services Impact Fees Fund	127,809.35	868.08	(575.77)	128,101.66
271-111101	Public Safety Task Force Fund	338,266.75	-	(22,872.50)	315,394.25
280-111101	Stanton Central Park Maintenance Fund	(55,685.71)	-	(5,517.00)	(61,202.71)
285-various	Stanton Housing Authority Fund	12,964,942.98	273,484.83	(221,468.34)	13,016,959.47
305-111101	Capital Projects Fund	176,754.22	52,947.00	(52,947.00)	176,754.22
310-111101	Park and Recreation Facilities Fund	2,918,871.17	24,903.54	(13,153.57)	2,930,621.14
501-111101	Sewer Maintenance Fund	4,671,304.88	418,394.31	(83,592.09)	5,006,107.10
502-111101	Sewer Capital Improvement Fund	15,906.15	64.26	(62.15)	15,908.26
602-111101	Workers' Compensation Fund	281,267.41	1,322.28	(1,403.95)	281,185.74
603-111101	Liability Risk Management Fund	126,662.23	595.67	(570.52)	126,687.38
604-111101	Employee Benefits Fund	355,995.15	38,925.90	(117,339.35)	277,581.70
605-111101	Fleet Maintenance Fund	493,529.74	10,497.77	(8,085.53)	495,941.98
801-111101	City Trust Fund	361,087.41	33,484.31	(30,948.31)	363,623.41
901-111101	North Orange County Public Safety Task Force (NOCPTF) Trust Fund	2,264,217.14	-	(357,135.13)	1,907,082.01
<b>Total Pooled Cash and Investments<sup>(1)</sup></b>		<b>\$ 51,659,600.80</b>	<b>\$ 10,599,054.56</b>	<b>\$ (10,623,606.02)</b>	<b>\$ 51,635,049.34</b>
<b>Less: Investments<sup>(1)</sup></b>		<b>\$ (46,224,711.28)</b>	<b>\$ (4,249,642.29)</b>	<b>\$ 1,781,018.71</b>	<b>\$ (48,693,334.86)</b>
<b>Cash - Bank of the West General Checking Account</b>		<b>\$ 5,434,889.52</b>	<b>\$ 6,349,412.27</b>	<b>\$ (8,842,587.31)</b>	<b>\$ 2,941,714.48</b>

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

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<b><u>CASH-NON-POOLED</u></b>					
101-111103	Payroll Account	\$ -	\$ 220,437.88	\$ (220,437.88)	\$ -
801/101-111107	Website Account	4,380.00	-	-	4,380.00
101-111109	Flexible Spending/AFLAC	5,697.99	-	(824.72)	4,873.27
101-111505	Petty Cash	1,100.00	-	-	1,100.00
604-111404	Cash with Fiscal Agent (PARS) <sup>(2)</sup>	4,278,822.12	115,983.20	-	4,394,805.32
	<b>Total Cash-Non-Pooled</b>	<b>\$ 4,290,000.11</b>	<b>\$ 336,421.08</b>	<b>\$ (221,262.60)</b>	<b>\$ 4,405,158.59</b>
<b><u>INVESTMENTS</u></b>					
	POOLED ALL FUNDS	\$ 46,224,711.28	\$ 4,249,642.29	\$ (1,781,018.71)	\$ 48,693,334.86
	<b>Total Investments</b> <sup>(3)</sup>	<b>\$ 46,224,711.28</b>	<b>\$ 4,249,642.29</b>	<b>\$ (1,781,018.71)</b>	<b>\$ 48,693,334.86</b>
	<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 55,949,600.91</b>	<b>\$ 10,935,475.64</b>	<b>\$ (10,844,868.62)</b>	<b>\$ 56,040,207.93</b>

**Notes:**

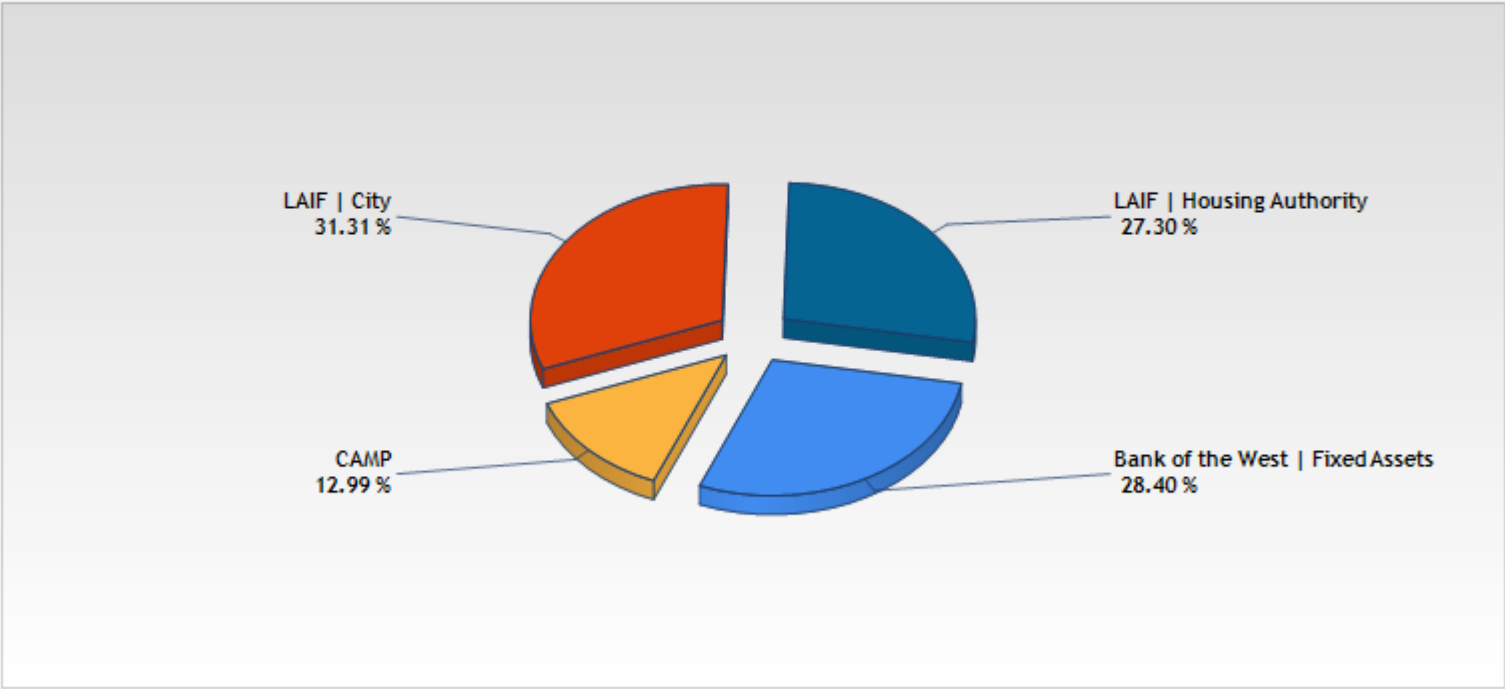
<sup>(1)</sup> - Pooled cash includes: City's Bank of the West general checking and safekeeping accounts, the City's Local Agency Investment Fund (LAIF) account, the Housing Authority's LAIF account, the California Asset Management Program (CAMP) account, and the Public Agency Retirement Services (PARS)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

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

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

City of Stanton  
 Distribution  
 Group By: Portfolio Name  
 Average By: Face Amount/Shares  
 Portfolio / Report Group: All Portfolios  
 As of: 12/31/2020

Portfolio Holdings Distribution by Portfolio Name



Portfolio Name	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
Bank of the West   Fixed Assets	13,659,000.00	2.322	13,701,665.15	683	28.40	14,187,361.80	13,671,565.21	1.82
CAMP	6,248,309.71	0.120	6,248,309.71	1	12.99	6,248,309.71	6,248,309.71	0.00
LAIF   City	15,060,932.60	0.540	15,060,932.60	1	31.31	15,095,140.76	15,060,932.60	0.00
LAIF   Housing Authority	13,132,694.08	0.540	13,132,694.08	1	27.30	13,162,522.60	13,132,694.08	0.00
<b>TOTAL / AVERAGE</b>	<b>48,100,936.39</b>	<b>0.991</b>	<b>48,143,601.54</b>	<b>195</b>	<b>100</b>	<b>48,693,334.87</b>	<b>48,113,501.60</b>	<b>0.52</b>

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 12/31/2020

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
<b>Certificate Of Deposit</b>											
Abacus Federal Savings NY 1.95 7/21/2021	00257TAY2	7/21/2017	1.950	249,000.00	249,000.00	249,000.00	251,656.83	7/21/2021	202	133.03	0.52
Allegiance Bank TX 2.65 2/14/2023	01748DBB1	4/11/2019	2.650	249,000.00	249,000.00	249,000.00	262,393.71	2/14/2023	775	307.33	0.52
American Eagle Bank IL 2.1 5/23/2022	02554BCN9	6/9/2017	2.100	150,000.00	150,000.00	150,000.00	154,242.00	5/23/2022	508	69.04	0.31
American Express UT 2.35 8/8/2022	02587DV47	8/8/2017	2.350	247,000.00	247,000.00	247,000.00	255,625.24	8/8/2022	585	2,305.90	0.51
American Express UT 2.4 8/29/2022	02587CFU9	8/29/2017	2.400	247,000.00	247,000.00	247,000.00	256,111.83	8/29/2022	606	1,965.17	0.51
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	271,637.50	3/25/2024	1,180	1,926.71	0.52
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	269,388.12	5/23/2024	1,239	144.62	0.52
Barclays Bank DE 2 7/12/2021	06740KKC0	7/12/2017	2.000	247,000.00	247,000.00	247,000.00	249,583.62	7/12/2021	193	2,327.89	0.51
BMW Bank UT 1.95 3/10/2021	05580AGQ1	3/10/2017	1.950	248,000.00	248,000.00	248,000.00	248,902.72	3/10/2021	69	1,483.92	0.52
Capital One Bank VA 2.35 3/15/2022	140420Z52	3/15/2017	2.350	248,000.00	248,000.00	248,000.00	254,824.96	3/15/2022	439	1,708.48	0.52
Capital One VA 2.3 7/19/2022	14042RGN5	7/19/2017	2.300	247,000.00	247,000.00	247,000.00	255,501.74	7/19/2022	565	2,568.12	0.51
Comenity Capital Bank UT 2 6/30/2021	20033AUK0	6/30/2017	2.000	249,000.00	249,000.00	249,000.00	251,442.69	6/30/2021	181	13.64	0.52
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	268,882.65	5/17/2024	1,233	248.32	0.52
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	263,603.85	4/28/2023	848	18.08	0.52
EnerBank ut 2.35 7/22/2024-21	29278TKA7	7/22/2019	2.350	247,000.00	247,000.00	247,000.00	247,279.11	7/22/2024	1,299	2,576.24	0.51
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	266,669.04	7/22/2024	1,299	138.14	0.52
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	260,908.80	9/27/2023	1,000	88.11	0.50
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	264,293.58	8/23/2024	1,331	106.42	0.52
Goldman Sachs Bank NY 2.35 6/21/2022	38148PKX4	6/21/2017	2.350	247,000.00	247,000.00	247,000.00	255,286.85	6/21/2022	537	159.03	0.51
Greenstate FCU IA 1.95 2/28/2023	39573LAF5	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	258,857.91	2/28/2023	789	39.91	0.52
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	265,743.96	4/25/2024	1,211	1,196.64	0.51



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
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	246,455.81	262,470.90	8/29/2023	971	23.19	0.52
I&C Bank of China, NY 2.15 4/12/2022	45581EAC5	8/15/2019	2.104	247,000.00	247,296.40	247,142.55	253,592.43	4/12/2022	467	276.44	0.51
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	268,596.30	4/26/2024	1,212	88.68	0.52
MB Financial Bank IL 1.9 7/21/2021	55266CVW3	7/21/2017	1.900	249,000.00	249,000.00	249,000.00	251,587.11	7/21/2021	202	129.62	0.52
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,823.02	269,183.94	6/28/2024	1,275	47.07	0.52
Medallion Bank UT 2 4/6/2021	58403B6F8	4/6/2017	2.000	249,000.00	249,000.00	249,000.00	250,297.29	4/6/2021	96	341.10	0.52
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	265,070.46	8/23/2023	965	141.90	0.52
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	268,088.34	2/7/2024	1,133	3,050.40	0.51
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	268,088.34	2/7/2024	1,133	3,050.40	0.51
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,841.92	265,040.58	3/27/2023	816	81.86	0.52
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	262,622.75	8/23/2024	1,331	1,759.45	0.51
Sallie Mae Bank UT 2.3 8/2/2022	795450B61	8/2/2017	2.300	248,000.00	248,000.00	248,000.00	256,742.00	8/2/2022	579	2,359.74	0.52
State Bank India NY 2.35 3/14/2022	8562846V1	3/14/2017	2.350	248,000.00	248,000.00	248,000.00	254,810.08	3/14/2022	438	1,724.45	0.52
Synchrony Bank UT 2.4 5/19/2022	87165EL96	5/19/2017	2.400	247,000.00	247,000.00	247,000.00	254,958.34	5/19/2022	504	682.13	0.51
Third Federal Savings OH 2 7/28/2021	88413QBN7	7/28/2017	2.000	248,000.00	248,000.00	248,000.00	250,809.84	7/28/2021	209	2,119.89	0.52
TIAA FSB FL 2.1 7/29/2022	87270LCM3	7/29/2019	2.100	247,000.00	247,000.00	247,000.00	254,866.95	7/29/2022	575	2,202.70	0.51
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,724.24	265,151.68	5/15/2023	865	621.70	0.52
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	264,335.91	8/28/2024	1,336	39.91	0.52
<b>Sub Total / Average Certificate Of Deposit</b>			<b>2.367</b>	<b>9,569,000.00</b>	<b>9,569,291.40</b>	<b>9,568,987.54</b>	<b>10,019,149.95</b>		<b>777</b>	<b>38,265.37</b>	<b>19.89</b>
<b>Local Government Investment Pool</b>											
CAMP LGIP	CAMP3001	2/29/2020	0.120	6,248,309.71	6,248,309.71	6,248,309.71	6,248,309.71	N/A	1		12.99
LAIF   City LGIP	LAIFCITY0895	2/29/2020	0.540	15,060,932.60	15,060,932.60	15,060,932.60	15,095,140.76	N/A	1		31.31
LAIF   Housing Authority LGIP	LAIFHA0004	2/29/2020	0.540	13,132,694.08	13,132,694.08	13,132,694.08	13,162,522.60	N/A	1		27.30
<b>Sub Total / Average Local Government Investment Pool</b>			<b>0.464</b>	<b>34,441,936.39</b>	<b>34,441,936.39</b>	<b>34,441,936.39</b>	<b>34,505,973.07</b>		<b>1</b>	<b>0.00</b>	<b>71.60</b>
<b>Municipal</b>											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,849.96	282,510.25	3/1/2023	790	2,291.67	0.57
California Housing CA 2.512 8/1/2021-21	13034PZH3	7/24/2017	2.315	350,000.00	352,625.00	350,380.62	353,587.50	8/1/2021	213	3,663.33	0.73
California Housing CA 2.512 8/1/2021-21	13034PZH3	8/18/2017	2.222	255,000.00	257,776.95	255,409.62	257,613.75	8/1/2021	213	2,669.00	0.53
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,846.21	212,728.50	8/1/2024	1,309	1,598.15	0.43

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
Guadalupe Community CA 2.25 8/1/2021-21	400559AD2	1/8/2018	2.545	225,000.00	222,750.00	224,631.63	226,158.75	8/1/2021	213	2,109.38	0.47
Los Angeles County CA 2.5 9/1/2021	54465AHP0	6/26/2017	2.080	400,000.00	406,684.00	401,067.34	405,076.00	9/1/2021	244	3,333.33	0.83
Oceanside Pension CA 3.25 8/15/2021	675371AX6	8/15/2017	2.034	280,000.00	293,013.00	282,021.87	284,804.80	8/15/2021	227	3,437.78	0.58
Pomona CA 2.416 4/1/2021-21	73208MCX4	6/29/2017	2.249	500,000.00	503,000.00	500,198.98	501,595.00	4/1/2021	91	3,020.00	1.04
Riverside Pension CA 2.5 6/1/2022	769036BB9	6/20/2017	2.251	500,000.00	505,800.00	501,659.44	512,625.00	6/1/2022	517	1,041.67	1.04
Riverside Pension CA 2.5 6/1/2022	769036BB9	7/24/2017	2.401	240,000.00	241,080.00	240,314.92	246,060.00	6/1/2022	517	500.00	0.50
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	255,827.35	263,790.00	6/1/2024	1,248	572.92	0.52
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,369.73	258,267.50	9/1/2023	974	2,083.33	0.52
Yorba Linda CA 2 9/1/2021	986176AQ8	8/24/2017	2.000	360,000.00	360,000.00	360,000.00	363,394.80	9/1/2021	244	2,400.00	0.75
<b>Sub Total / Average Municipal</b>			<b>2.215</b>	<b>4,090,000.00</b>	<b>4,132,373.75</b>	<b>4,102,577.67</b>	<b>4,168,211.85</b>		<b>463</b>	<b>28,720.56</b>	<b>8.50</b>
<b>Total / Average</b>			<b>0.991</b>	<b>48,100,936.39</b>	<b>48,143,601.54</b>	<b>48,113,501.60</b>	<b>48,693,334.87</b>		<b>195</b>	<b>66,985.93</b>	<b>100</b>

# CITY OF STANTON

## REPORT TO THE CITY COUNCIL

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

**DATE:** February 23, 2021

**SUBJECT: DECEMBER 2020 GENERAL FUND REVENUE AND EXPENDITURE  
REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM**

### **REPORT IN BRIEF:**

The Revenue and Expenditure Report for the month ended December 31, 2020, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. 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, 2020.

### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund's December 2020 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended December 31, 2020.

### **ANALYSIS:**

#### General Fund Revenue and Expenditure Reports

Attachments A and B summarize the General Fund's revenue and expenditure activity through December 31, 2020. 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 was \$9.0 million, which represents 38% of the Fiscal Year 2020/21 budgeted amount and is 16% higher

than the revenues collected for the same period last year (Attachment A, page 1). The primary reason for the increase is due to \$1.2 million more (25%) in tax revenue that was collected through December 2020, compared to the amount collected through December 2019. Property tax revenues were approximately \$798,000 higher than the same period last year due to the increase in the City's assessed valuation. The City's Fiscal Year 2020/21 property tax revenue estimate was based on a conservative increase in assessed valuation of 2% (excluding the impact of new construction). The City's actual increase in assessed valuation in Fiscal Year 2020/21 was 9%. The City's sales tax consultant conservatively estimated that the City's sales tax and transaction and use tax revenues would be 6% lower in Fiscal Year 2020/21 than Fiscal Year 2019/20. However, actual sales tax and transaction and use tax revenue through December 2020 was \$340,000 higher than the amount collected for the same period in the prior fiscal year. The COVID-19 pandemic has not had the negative impact on the City's retail activity as was conservatively anticipated last Spring. Instead, retail activity in the fast service restaurants, grocery stores, and construction industries as well as online retail sales have been stronger during Fiscal Year 2020/21 compared to Fiscal Year 2019/20.

Total General Fund expenditures were \$11.8 million through December 31, which represents 48% of the 2020/21 projected expenditures and is 8% higher than the expenditures incurred for the same period last year (Attachment B, page 1). The increase in expenditures from the previous year is primarily due to increased contracted building inspection costs due to increased development activity for the same period last year and information technology costs.

#### *Housing Authority Revenue and Expenditure Reports*

Attachment D summarizes the Housing Authority Fund's revenue and expenditure activity through December 31, 2020. 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 Housing Authority Fund revenues received to date was \$348,397, which represents 46% of the Fiscal Year 2020/21 budgeted amount and appears consistent with the prior year revenue collected for the same period last year only because the Housing Authority sold property for \$210,000 during December 2020. Excluding the sale of the properties located at 7922 Cerritos Avenue and 10522 Flower Avenue to Habitat for Humanity of Orange County, revenues are significantly lower than the same period last fiscal year. Property rent for Tina Way/Pacific Avenue ("Tina/Pacific") is 50% lower than the rent collected through December 2019. The primary reason for this decline is due to the timing of when the Housing Authority receives rental income. Starting in September 2020, the Housing Authority's property management company, Quality Management Group, began collecting the rents for the Tina/Pacific properties and is remitting the rents to the Housing Authority on a quarterly

basis. Therefore, the \$116,406 in rent reflected in Attachment D represents rent the Housing Authority collected in July and August only. Quality Management Group remitted the rents they collected between September and December 2020 to the Housing Authority in January 2021.

Total Housing Authority Fund expenditures were \$3.0 million through December 31, which represents 46% of the 2020/21 projected expenditures and is 1055% higher than the expenditures incurred for the same period last year. The increase in expenditures from the previous year is due to the funding for the Project Homekey project the Housing Authority Board approved in September 2020. As of December 31, 2020, the Housing Authority has spent \$2.6 million of the \$5.0 million that was appropriated last September. The remaining balance will be distributed in subsequent fiscal years.

#### *Status of Capital Improvement Projects (CIP)*

The amended CIP budget includes \$4.2 million of new funding in the adopted budget and \$121,950 in carryover funding from uncompleted projects in Fiscal Year 2019/20, for a total Fiscal Year 2020/21 Amended Budget of \$4.3 million. As of December 31, 2020, capital project expenditures totaled \$1.2 million (28% of the amended budget) and an additional \$473,384 (11% of the amended budget) is under contract (encumbered) for work currently underway, for a total amount spent or encumbered to date of \$1.7 million (39% of the amended budget) as of December 31, 2020. (Refer to Attachment F for a summary by project.)

#### **FISCAL IMPACT:**

Per Attachment C, the City's General Fund reserves is expected to be \$19.2 million by June 30, 2021.

Per Attachment E, the City's Housing Authority Fund reserves is expected to be \$9.9 million by June 30, 2021.

#### **ENVIRONMENTAL IMPACT:**

None.

#### **LEGAL REVIEW:**

None.

#### **PUBLIC NOTIFICATION:**

Through the normal agenda posting process.

## **STRATEGIC PLAN OBJECTIVE ADDRESSED**

### **4. Ensure Fiscal Stability and Efficiency in Governance**

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

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Michelle Bannigan, CPA  
Finance Director

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Jarad L. Hildenbrand  
City Manager

### **Attachments:**

- A. December 2020 General Fund Revenues
- B. December 2020 General Fund Expenditures
- C. General Fund Reserves Projected as of June 30, 2021
- D. December 2020 Housing Authority Revenue and Expenditures
- E. Housing Authority Fund Available Fund Balance Projected as of June 30, 2021
- F. Status of Capital Improvement Projects as of December 31, 2020

**CITY OF STANTON**  
**December 2020 General Fund Revenues (50% of year)**

	FY 2020/21					%	
	FY 2020/21	FY 2020/21	Activity				%
	Adopted	Amended	During	Year To Date	Percent of	FY 2019/20	Change
	Budget	Budget	December	Actual *	Budget	Actual *	From
							Prior Year
TAXES							
Property Tax	\$ 6,540,995	\$ 6,540,995	\$ 976,063	\$ 1,230,968	18.82%	\$ 648,694	89.76%
Sales and Use Tax	4,122,000	4,122,000	441,251	1,685,243	40.88%	1,493,482	12.84%
Transactions and Use Tax	4,092,000	4,092,000	478,221	1,736,247	42.43%	1,587,811	9.35%
Transient Occupancy Tax	432,000	432,000	8,285	225,374	52.17%	161,085	39.91%
Franchise Fees	1,080,935	1,080,935	-	264,608	24.48%	286,307	-7.58%
Business Licenses	181,000	181,000	28,139	57,409	31.72%	91,109	-36.99%
Utility Users Tax	1,939,325	1,939,325	180,986	904,768	46.65%	790,166	14.50%
Tax Increment Pass-thru Payment	300,410	300,410	215,950	215,950	71.89%	-	100.00%
TAXES-TOTAL	18,688,665	18,688,665	2,328,895	6,320,567	33.82%	5,058,654	24.95%
INTERGOVERNMENTAL							
County WDA Shared Revenue	156,630	156,630	-	-	0.00%	-	**
Mandated Cost Reimbursement	32,115	32,115	-	-	0.00%	53,598	-100.00%
Motor Vehicle In Lieu	20,000	20,000	-	-	0.00%	-	**
Public Safety Augmentation Tax	140,600	140,600	28,791	67,306	47.87%	54,746	22.94%
Planning Grants	-	100,000	-	-	0.00%	-	**
Other Grants	4,200	132,200	751	3,755	2.84%	-	100.00%
INTERGOVERNMENTAL-TOTAL	353,545	581,545	29,542	71,061	12.22%	108,344	-34.41%
CHARGES FOR SERVICES							
Charges for Services	255,045	255,045	7,742	44,231	17.34%	140,000	-68.41%
Information Technology Charges	24,675	24,675	2,024	12,143	49.21%	-	100.00%
Indirect Cost Reimbursement	-	-	-	-	**	134,605	-100.00%
CHARGES FOR SERVICES-TOTAL	279,720	279,720	9,766	56,374	20.15%	274,605	-79.47%
FEES AND PERMITS							
Solid Waste Impact Fees	1,150,000	1,150,000	-	337,202	29.32%	396,324	-14.92%
Building Permits and Fees	832,350	832,350	42,678	826,129	99.25%	828,380	-0.27%
Planning Permits and Fees	173,500	173,500	7,550	45,249	26.08%	178,272	-74.62%
Engineering Permits and Fees	54,235	54,235	2,545	36,071	66.51%	33,015	9.26%
Recycling Fees	96,975	96,975	-	20,320	20.95%	21,965	-7.49%
Other Permits and Fees	315,875	322,620	32,284	274,799	85.18%	157,610	74.35%
Community Services Fees	49,000	49,000	4,725	11,590	23.65%	22,218	-47.84%
FEES AND PERMITS -TOTAL	2,671,935	2,678,680	101,442	1,877,257	70.08%	1,685,244	11.39%
FINES AND FORFEITURES							
General Fines	500	500	423	478	95.60%	387	23.51%
Motor Vehicle Fines	111,765	111,765	25,328	49,832	44.59%	56,782	-12.24%
Parking Citations	200,000	200,000	22,442	127,554	63.78%	113,992	11.90%
DMV Parking Collections	60,000	60,000	-	17,811	29.69%	39,998	-55.47%
Administrative Citation	5,000	5,000	1,895	3,795	75.90%	6,050	-37.27%
FINES AND FORFEITURES-TOTAL	377,265	377,265	50,088	199,470	52.87%	217,209	-8.17%
USE OF MONEY AND PROPERTY							
Investment Earnings	161,000	161,000	58,640	116,871	72.59%	1,826	6300.38%
Unrealized Gains (Losses)	-	-	(24,695)	(53,728)	**	-	**
Rental Income	80,530	80,530	(1,000)	5,360	6.66%	51,883	-89.67%
USE OF MONEY AND PROPERTY-TOTAL	241,530	241,530	32,945	68,503	28.36%	53,709	27.54%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	10,500	10,500	26,362	37,308	355.31%	160,231	-76.72%
MISCELLANEOUS REVENUE-TOTAL	10,500	10,500	26,362	37,308	355.31%	160,231	-76.72%
TRANSFERS IN							
From Gas Tax Fund	120,500	120,500	10,042	60,250	50.00%	-	100.00%
From Protective Services Fund	413,590	413,590	139,217	242,758	58.70%	190,000	27.77%
From Supplemental Law Enforcement Grants	93,590	93,590	7,799	46,795	50.00%	-	100.00%
TRANSFERS IN-TOTAL	627,680	627,680	157,058	349,803	55.73%	190,000	84.11%
TOTAL REVENUES AND TRANSFERS IN	\$ 23,250,840	\$ 23,485,585	\$ 2,736,098	\$ 8,980,343	38.24%	\$ 7,747,996	15.91%

\* = Actual data is reported through December.

**TAXES**  
**December 2020 General Fund Revenues (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During December	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
430100	Current Year-Secured	\$ 1,096,000	\$ 1,096,000	\$ 380,860	\$ 574,787	52.44%	\$ 589,316	-2.47%
430105	Current Year-Unsecured	35,000	35,000	(296)	15,253	43.58%	-	100.00%
430110	Property Tax-Prior Year	1,000	1,000	-	-	0.00%	-	**
430115	Property Tax-Supplemental	31,890	31,890	2,082	5,403	16.94%	5,659	-4.52%
430120	Residual Redevelopment Property Tax	950,790	950,790	582,742	582,742	61.29%	-	100.00%
430121	In-Lieu Vehicle License Fee	4,315,000	4,315,000	-	-	0.00%	-	**
430125	Property Tax-Public Utility	41,275	41,275	-	-	0.00%	-	**
430130	Tax Administration Fees	(5,000)	(5,000)	-	-	0.00%	-	**
430135	Homeowners Tax Relief	4,990	4,990	781	781	15.65%	829	-5.79%
430140	Property Transfer Tax	70,050	70,050	9,894	52,002	74.24%	52,890	-1.68%
430200	Sales And Use Tax	4,122,000	4,122,000	441,251	1,685,243	40.88%	1,493,482	12.84%
430300	Transient Occupancy Tax	432,000	432,000	8,285	225,374	52.17%	161,085	39.91%
430405	Franchise Tax/Cable TV	226,200	226,200	-	85,382	37.75%	99,377	-14.08%
430410	Franchise Tax/Electric	197,200	197,200	-	-	0.00%	-	**
430415	Franchise Tax/Gas	57,685	57,685	-	-	0.00%	-	**
430420	Franchise Tax/Refuse	521,850	521,850	-	179,226	34.34%	186,930	-4.12%
430425	Franchise Tax/Water	78,000	78,000	-	-	0.00%	-	**
430500	Business License Tax	181,000	181,000	28,139	57,409	31.72%	91,109	-36.99%
430600	Util User Tax/Electricity	934,720	934,720	90,367	535,541	57.29%	439,060	21.97%
430605	Util User Tax/Telephone	383,210	383,210	16,659	92,390	24.11%	102,960	-10.27%
430610	Util User Tax/Gas	206,925	206,925	19,483	61,081	29.52%	61,367	-0.47%
430615	Util User Tax/Water	414,470	414,470	54,477	215,756	52.06%	186,779	15.51%
440100	AB 1389 Pass Through from RDA	300,410	300,410	215,950	215,950	71.89%	-	100.00%
<b>101</b>	<b>General Fund</b>	<b>14,596,665</b>	<b>14,596,665</b>	<b>1,850,674</b>	<b>4,584,320</b>	<b>31.41%</b>	<b>3,470,843</b>	<b>32.08%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
430250	Transactions & Use Tax	4,092,000	4,092,000	478,221	1,736,247	42.43%	1,587,811	9.35%
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>	<b>4,092,000</b>	<b>4,092,000</b>	<b>478,221</b>	<b>1,736,247</b>	<b>42.43%</b>	<b>1,587,811</b>	<b>9.35%</b>
<b>TAXES - TOTAL</b>		<b>\$ 18,688,665</b>	<b>\$ 18,688,665</b>	<b>\$ 2,328,895</b>	<b>\$ 6,320,567</b>	<b>33.82%</b>	<b>\$ 5,058,654</b>	<b>24.95%</b>

\* = Actual data is reported through December.



**INTERGOVERNMENTAL**  
**December 2020 General Fund Revenues (50% of year)**

Acct. No.	Description	FY 2020/21		FY 2020/21		FY 2020/21		FY 2019/20	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During December	Year To Date Actual *	% of Budget	Actual *		
<b>101</b>	<b>General Fund</b>								
432121	County WDA Shared Revenue	\$ 156,630	\$ 156,630	\$ -	\$ -	0.00%	\$ -	**	
432135	Mandated Cost Reimbursement	32,115	32,115	-	-	0.00%	53,598	-100.00%	
432150	Motor Vehicle In Lieu	20,000	20,000	-	-	0.00%	-	**	
432180	Public Safety Augmentation Tax	140,600	140,600	28,791	67,306	47.87%	54,746	22.94%	
432245	Planning Grants	-	100,000	-	-	0.00%	-	**	
432256	Other Grants	4,200	132,200	751	3,755	2.84%	-	100.00%	
<b>INTERGOVERNMENTAL - TOTAL</b>		<b>\$ 353,545</b>	<b>\$ 581,545</b>	<b>\$ 29,542</b>	<b>\$ 71,061</b>	<b>12.22%</b>	<b>\$ 108,344</b>	<b>-34.41%</b>	

\* = Actual data is reported through December.

**CHARGES FOR SERVICES**  
**December 2020 General Fund Revenues (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During December	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
433100	Charges For Services	\$ 255,045	\$ 255,045	\$ 7,742	\$ 44,231	17.34%	\$ 140,000	-68.41%
433136	Information Technology Charges	24,675	24,675	2,024	12,143	49.21%	-	100.00%
437105	Firework Services	-	-	-	-	**	-	**
437136	Indirect Cost Reimbursement	-	-	-	-	**	134,605	-100.00%
<b>CHARGES FOR SERVICES - TOTAL</b>		<b>\$ 279,720</b>	<b>\$ 279,720</b>	<b>\$ 9,766</b>	<b>\$ 56,374</b>	<b>20.15%</b>	<b>\$ 274,605</b>	<b>-79.47%</b>

\* = Actual data is reported through December.

**FEES AND PERMITS**  
**December 2020 General Fund Revenues (50% of year)**

Acct. No.	Description	FY 2020/21		FY 2020/21		FY 2020/21		FY 2019/20	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During December	Year To Date Actual *	% of Budget	Actual *		
<b>101</b>	<b>General Fund</b>								
431100	Building Plan Check Fees	\$ 139,500	\$ 139,500	\$ 4,985	\$ 36,677	26.29%	\$ 145,200	-74.74%	
431105	Mechanical Permits	111,600	111,600	5,840	112,970	101.23%	115,845	-2.48%	
431110	Building Permits	465,000	465,000	23,537	537,000	115.48%	451,519	18.93%	
431115	Plumbing Permits	46,500	46,500	3,385	46,190	99.33%	45,375	1.80%	
431120	Electrical Permits	69,750	69,750	4,931	93,292	133.75%	70,441	32.44%	
431130	Engineering Plan Check Fees	14,235	14,235	-	14,745	103.58%	8,530	72.86%	
431135	Public Works Permits	40,000	40,000	2,545	21,326	53.32%	24,485	-12.90%	
431140	S M I P - Commercial Fees	200	200	83	205	102.50%	181	13.26%	
431145	S M I P-Residential Permits	3,000	3,000	26	33	1.10%	3,232	-98.98%	
431146	SB 1473 Fee	1,500	5,720	53	1,330	23.25%	1,229	8.22%	
431150	Grading Plan Review	-	-	-	8,670	**	-	100.00%	
431155	Grading Permits	-	-	735	3,675	**	-	100.00%	
431160	Solid Waste Impact Fees	1,150,000	1,150,000	-	337,202	29.32%	396,324	-14.92%	
431185	Parking Permits	50,000	50,000	700	7,543	15.09%	14,570	-48.23%	
431190	Towing Franchise Fee	20,000	20,000	(2,250)	23,670	118.35%	9,630	145.79%	
431194	Public Benefit Fee	-	-	11,660	325,897	**	47,460	586.68%	
431195	Other Fees & Permits	30,000	30,000	1,515	17,050	56.83%	23,268	-26.72%	
431200	Cannabis Business Initial Permit Fee	-	-	2,600	143,000	**	-	100.00%	
433200	Conditional Use Permit	8,000	8,000	-	-	0.00%	7,922	-100.00%	
433205	Precise Plan Of Design	15,000	15,000	3,070	9,230	61.53%	15,370	-39.95%	
433210	Variance	3,000	3,000	-	-	0.00%	-	**	
433220	Preliminary Plan Review	8,000	8,000	-	1,875	23.44%	7,500	-75.00%	
433225	Environmental Services	500	500	1,475	3,790	758.00%	525	621.90%	
433227	Foreclosure Registration	10,000	10,000	-	4,375	43.75%	5,067	-13.66%	
433230	Zoning Entitlements	-	-	-	-	**	4,365	-100.00%	
433235	Land Divisions	5,000	5,000	-	3,730	74.60%	4,035	-7.56%	
433240	Special Event Permits	700	700	-	180	25.71%	540	-66.67%	
433245	Sign/Ban'R/Gar Sa/Temp Use Per	5,000	5,000	50	1,365	27.30%	3,775	-63.84%	
433250	Ministerial Services	8,000	8,000	2,125	8,345	104.31%	8,250	1.15%	
433260	Landscape Plan Check	1,000	1,000	-	-	0.00%	975	-100.00%	
433266	Massage Establishment License	2,000	2,000	-	-	0.00%	-	**	
433270	General Plan Maint Surcharge	10,000	10,000	830	11,330	113.30%	10,460	8.32%	
433285	Other Developmental Fees	100,000	100,000	-	1,209	1.21%	105,663	-98.86%	
433305	General Recreation Programs	30,000	30,000	-	-	0.00%	13,593	-100.00%	
433315	Sports Fields	19,000	19,000	4,725	11,590	61.00%	8,525	35.95%	
433320	Special Event Participant Fee	-	-	-	-	**	100	-100.00%	
437115	Recycling Fees	96,975	96,975	-	20,320	20.95%	21,965	-7.49%	
430505	New/Moved Bus Lic Appl Rev	63,500	63,500	2,724	16,954	26.70%	25,960	-34.69%	
430510	Business Tax Renewal Process	144,500	144,500	27,446	51,808	35.85%	76,832	-32.57%	
430515	SB 1186	475	3,000	(1,348)	681	22.70%	6,533	-89.58%	
<b>FEES AND PERMITS - TOTAL</b>		<b>\$ 2,671,935</b>	<b>\$ 2,678,680</b>	<b>\$ 101,442</b>	<b>\$ 1,877,257</b>	<b>70.08%</b>	<b>\$ 1,685,244</b>	<b>11.39%</b>	

\* = Actual data is reported through December.

**FINES AND FORFEITURES**  
**December 2020 General Fund Revenues (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During December	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
434100	General Fines	\$ 500	\$ 500	\$ 423	\$ 478	95.60%	\$ 387	23.51%
434105	Motor Vehicle Fines	111,765	111,765	25,328	49,832	44.59%	56,782	-12.24%
434110	Parking Citations	200,000	200,000	22,442	127,554	63.78%	113,992	11.90%
434115	DMV Parking Collections	60,000	60,000	-	17,811	29.69%	39,998	-55.47%
434120	Administrative Citations	5,000	5,000	1,895	3,795	75.90%	6,050	-37.27%
<b>FINES AND FORFEITURES - TOTAL</b>		<b>\$ 377,265</b>	<b>\$ 377,265</b>	<b>\$ 50,088</b>	<b>\$ 199,470</b>	<b>52.87%</b>	<b>\$ 217,209</b>	<b>-8.17%</b>

\* = Actual data is reported through December.

**USE OF MONEY AND PROPERTY**  
**December 2020 General Fund Revenues (50% of year)**

Acct. No.	Description	FY 2020/21		FY 2020/21		FY 2020/21		% of Budget	FY 2019/20	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During December	Year To Date Actual *		Actual *	
<b>101</b>	<b>General Fund</b>									
435100	Interest Earned	\$ 160,000		\$ 160,000		\$ 58,640	\$ 116,871	73.04%	\$ 1,826	6300.38%
435105	Interest On Tax Monies	1,000		1,000		-	-	0.00%	-	**
435110	Unrealized Gains (Losses)	-		-		(24,695)	(53,728)	**	-	**
436125	Indoor Facility Rental	48,000		48,000		(1,000)	(3,144)	-6.55%	36,139	-108.70%
436127	Outdoor Picnic Shelters	10,700		10,700		-	-	0.00%	7,450	-100.00%
436135	Pac Bell Mobile Svcs-Rent	21,830		21,830		-	8,504	38.96%	8,294	2.53%
<b>USE OF MONEY AND PROPERTY - TOTAL</b>		<b>\$ 241,530</b>		<b>\$ 241,530</b>		<b>\$ 32,945</b>	<b>\$ 68,503</b>	<b>28.36%</b>	<b>\$ 53,709</b>	<b>27.54%</b>

\* = Actual data is reported through December.

**MISCELLANEOUS REVENUE**  
**December 2020 General Fund Revenues (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During December	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
437100	Sale Of Publications	\$ 500	\$ 500	\$ -	\$ 3	0.60%	\$ 39	-92.31%
437125	Donations	-	-	600	600	**	-	100.00%
437135	Expense Reimbursement	-	-	-	7,500	**	-	100.00%
437195	Other Revenue	10,000	10,000	25,762	29,205	292.05%	160,192	-81.77%
<b>MISCELLANEOUS REVENUE - TOTAL</b>		<b>\$ 10,500</b>	<b>\$ 10,500</b>	<b>\$ 26,362</b>	<b>\$ 37,308</b>	<b>355.31%</b>	<b>\$ 160,231</b>	<b>-76.72%</b>

\* = Actual data is reported through December.

**TRANSFERS IN**  
**December 2020 General Fund Revenues (50% of year)**

Acct. No.	Description	FY 2020/21		FY 2020/21		FY 2020/21		% of Budget	FY 2019/20	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During December	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>									
439211	Transfer From Gas Tax Fund	\$ 120,500	\$	120,500	\$	10,042	\$ 60,250	50.00%	\$ -	100.00%
439223	Transfer From Protective Services Fund	413,590		413,590		139,217	242,758	58.70%	190,000	27.77%
439242	Transfer Fr Supp Law Enf Grant	93,590		93,590		7,799	46,795	50.00%	-	100.00%
<b>TRANSFERS IN - TOTAL</b>		<b>\$ 627,680</b>	<b>\$</b>	<b>627,680</b>	<b>\$</b>	<b>157,058</b>	<b>\$ 349,803</b>	<b>55.73%</b>	<b>\$ 190,000</b>	<b>84.11%</b>

\* = Actual data is reported through December.

**City of Stanton**  
**December 2020 General Fund Expenditures (50% of year)**

Division No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		Percent of Budget	FY 2019/20 Actual*	% Change from Prior Year
				Activity During December	Year to Date Actual *			
1100	City Council	\$ 118,895	\$ 118,895	\$ 4,445	\$ 45,469	38.24%	\$ 45,947	-1.04%
1200	City Attorney	260,000	260,000	28,337	62,058	23.87%	97,686	-36.47%
1300	City Manager	491,375	619,375	30,719	207,981	33.58%	140,594	47.93%
1400	City Clerk	210,725	210,725	15,289	82,628	39.21%	73,914	11.79%
1410	Personnel/Risk Management	125,855	125,855	12,559	65,571	52.10%	78,340	-16.30%
1430	Liability/Risk Management <sup>(1)</sup>	-	-	-	-	**	68,829	-100.00%
1510	Information Technology	436,245	511,995	20,353	318,567	62.22%	66,166	381.47%
<b>Administration</b>		<b>1,643,095</b>	<b>1,846,845</b>	<b>111,702</b>	<b>782,274</b>	<b>42.36%</b>	<b>571,476</b>	<b>36.89%</b>
1500	Finance	860,930	846,825	64,132	396,230	46.79%	351,289	12.79%
1600	Non-Dept (excludes Transfers)	145,000	45,000	19,600	20,754	46.12%	44,195	-53.04%
<b>Finance</b>		<b>1,005,930</b>	<b>891,825</b>	<b>83,732</b>	<b>416,984</b>	<b>46.76%</b>	<b>395,484</b>	<b>5.44%</b>
2100	Law Enforcement	11,360,340	11,360,340	941,883	5,663,109	49.85%	5,650,427	0.22%
2200	Fire Protection	4,928,270	4,928,270	1,227,265	2,454,530	49.81%	2,382,538	3.02%
2230	Contractual Ambulance Svcs <sup>(2)</sup>	5,000	5,000	-	1,286	25.72%	474	171.31%
2300	Homeless Prevention <sup>(2)</sup>	-	100,000	-	-	0.00%	-	**
2400	Animal Control Services <sup>(2)</sup>	182,280	182,280	-	90,405	49.60%	86,822	4.13%
2500	Public Safety-Other <sup>(2)</sup>	132,485	132,485	4,968	63,617	48.02%	-	100.00%
4300	Parking Control	226,075	226,075	17,035	106,397	47.06%	138,767	-23.33%
6200	Code Enforcement	524,705	524,705	43,502	225,090	42.90%	256,693	-12.31%
<b>Public Safety</b>		<b>17,359,155</b>	<b>17,459,155</b>	<b>2,234,653</b>	<b>8,604,434</b>	<b>49.28%</b>	<b>8,515,721</b>	<b>1.04%</b>
3000	Public Works Administration <sup>(2)</sup>	382,015	397,120	32,733	234,715	59.10%	-	100.00%
3100	Engineering	114,955	114,955	9,424	72,269	62.87%	64,967	11.24%
3200	Public Facilities	404,640	404,640	49,963	170,091	42.04%	180,824	-5.94%
3300	Crossing Guard <sup>(2)</sup>	43,000	43,000	543	543	1.26%	-	100.00%
3400	Parks Maintenance	351,400	353,767	34,849	172,825	48.85%	173,118	-0.17%
3500	Street Maintenance	409,470	409,470	26,801	192,202	46.94%	143,446	33.99%
3600	Storm Drains	125,000	125,000	71,724	72,184	57.75%	23,980	201.02%
6300	Graffiti Abatement	99,735	99,735	6,835	36,820	36.92%	-	100.00%
<b>Public Works</b>		<b>1,930,215</b>	<b>1,947,687</b>	<b>232,872</b>	<b>951,649</b>	<b>48.86%</b>	<b>586,335</b>	<b>62.30%</b>
4000	Community Development Administration <sup>(2)</sup>	149,860	150,100	7,177	86,587	57.69%	-	100.00%
4100	Planning	420,610	720,370	24,512	164,698	22.86%	147,043	12.01%
4200	Building Regulation	563,050	565,440	32,752	340,680	60.25%	284,924	19.57%
4400	Business Relations	21,100	21,100	119	269	1.27%	8,511	-96.84%
<b>Community Development</b>		<b>1,154,620</b>	<b>1,457,010</b>	<b>64,560</b>	<b>592,234</b>	<b>40.65%</b>	<b>440,478</b>	<b>34.45%</b>
5100	Parks and Recreation	695,780	695,780	49,397	321,246	46.17%	299,595	7.23%
5200	Community Center	22,455	22,455	432	2,217	9.87%	12,832	-82.72%
5300	Stanton Central Park	169,915	169,915	12,604	72,520	42.68%	91,796	-21.00%
5400	Senior Nutrition Program <sup>(2)</sup>	32,770	32,770	3,113	20,831	63.57%	-	100.00%
<b>Community Services</b>		<b>920,920</b>	<b>920,920</b>	<b>65,546</b>	<b>416,814</b>	<b>45.26%</b>	<b>404,223</b>	<b>3.11%</b>
Transfer to Fact Grant		24,750	24,750	2,063	12,375	50.00%	38,000	-67.43%
Transfer to Senior Transportation Fund		9,430	9,430	106	1,706	18.09%	-	100.00%
<b>Transfers to Other Funds</b>		<b>34,180</b>	<b>34,180</b>	<b>2,169</b>	<b>14,081</b>	<b>41.20%</b>	<b>38,000</b>	<b>-62.94%</b>
<b>TOTAL EXPENDITURES</b>		<b>\$ 24,048,115</b>	<b>\$ 24,557,622</b>	<b>\$ 2,795,234</b>	<b>\$ 11,778,470</b>	<b>47.96%</b>	<b>\$ 10,951,717</b>	<b>7.55%</b>

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

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

\* = Actual data is reported through December.



**Administration - Vasquez**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2020/21					FY 2019/20 Actual*	% Change From Prior Year
		FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Activity During December	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>1100</b>	<b>City Council</b>							
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,023	\$ 24,591	47.11%	\$ 25,094	-2.00%
502120	Medicare/Fica	755	755	58	356	47.15%	364	-2.20%
502130	Other Benefit Charges	900	900	-	296	32.89%	-	100.00%
602100	Special Dept Expense	9,000	9,000	364	2,872	31.91%	3,843	-25.27%
602110	Office Expense	1,950	1,950	-	234	12.00%	67	249.25%
602115	Postage	50	50	-	5,000	10.00%	-	100.00%
607100	Membership/Dues	40,000	40,000	-	13,455	33.64%	13,369	0.64%
607110	Travel/Conference/Meetings	10,500	10,500	-	125	1.19%	1,894	-93.40%
612115	Liability Insurance Charge	3,540	3,540	-	3,535	99.86%	1,316	168.62%
<b>1100</b>	<b>City Council Total</b>	<b>118,895</b>	<b>118,895</b>	<b>4,445</b>	<b>45,469</b>	<b>38.24%</b>	<b>45,947</b>	<b>-1.04%</b>
<b>1200</b>	<b>City Attorney</b>							
608105	Professional Services	260,000	260,000	28,337	62,058	23.87%	97,686	-36.47%
<b>1200</b>	<b>City Attorney Total</b>	<b>260,000</b>	<b>260,000</b>	<b>28,337</b>	<b>62,058</b>	<b>23.87%</b>	<b>97,686</b>	<b>-36.47%</b>
<b>1300</b>	<b>City Manager</b>							
501110	Salaries-Regular	310,320	310,320	19,701	111,572	35.95%	91,226	22.30%
502100	Retirement	70,610	70,610	4,719	27,342	38.72%	8,218	232.71%
502105	Workers Comp Insurance	-	-	-	-	**	1,428	-100.00%
502110	Health/Life Insurance	17,630	17,630	1,555	9,991	56.67%	10,360	-3.56%
502115	Unemployment Insurance	675	675	-	2	0.30%	72	-97.22%
502120	Medicare/Fica	4,500	4,500	284	1,616	35.91%	1,319	22.52%
502130	Other Benefit Charges	90	90	10	56	62.22%	-	100.00%
602110	Office Expense	4,950	4,950	391	2,502	50.55%	933	168.17%
602115	Postage	250	250	-	12	4.80%	-	100.00%
607100	Membership/Dues	1,000	1,000	-	400	40.00%	400	0.00%
607110	Travel/Conference/Meetings	3,000	3,000	-	266	8.87%	2,499	-89.36%
608105	Professional Services	48,000	48,000	4,000	24,265	50.55%	-	100.00%
610106	Small Business Loan Program	-	128,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	710	710	59	355	50.00%	374	-5.08%
612115	Liability Insurance Charge	29,640	29,640	-	29,602	99.87%	5,811	409.41%
612125	Employee Benefits	-	-	-	-	**	17,954	-100.00%
<b>1300</b>	<b>City Manager Total</b>	<b>491,375</b>	<b>619,375</b>	<b>30,719</b>	<b>207,981</b>	<b>33.58%</b>	<b>140,594</b>	<b>47.93%</b>
<b>1400</b>	<b>City Clerk</b>							
501110	Salaries-Regular	106,640	106,640	10,417	49,545	46.46%	41,979	18.02%
501115	Salaries-Overtime	1,000	1,000	-	133	13.30%	-	100.00%
502100	Retirement	33,475	33,475	2,856	15,739	47.02%	6,788	131.87%
502105	Workers Comp Insurance	-	-	-	-	**	1,847	-100.00%
502110	Health/Life Insurance	7,645	7,645	1,314	7,851	102.69%	6,794	15.56%
502115	Unemployment Insurance	330	330	-	2	0.61%	-	100.00%
502120	Medicare/Fica	1,545	1,545	145	685	44.34%	566	21.02%
502130	Other Benefit Charges	45	45	5	24	53.33%	-	100.00%
602110	Office Expense	2,250	2,250	176	305	13.56%	490	-37.76%
602115	Postage	250	250	41	224	89.60%	-	100.00%
602120	Books/Periodicals	100	100	-	-	0.00%	-	**
603105	Equipment Maintenance	-	-	-	-	**	4,044	-100.00%
607100	Membership/Dues	350	350	-	520	148.57%	210	147.62%
607110	Travel/Conference/Meetings	530	530	-	-	0.00%	165	-100.00%
607115	Training	750	750	-	-	0.00%	-	**
608105	Professional Services	6,000	6,000	286	1,266	21.10%	1,499	-15.54%
608140	Elections	42,000	42,000	-	(1,179)	-2.81%	603	-295.52%

\* = Actual data is reported through December.

**Administration - Vasquez**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
<b>1400</b>	<b>City Clerk (Continued)</b>							
612105	Vehicle Replacement Charge	585	585	49	292	49.91%	309	-5.50%
612115	Liability Insurance Charge	7,230	7,230	-	7,221	99.88%	2,108	242.55%
612125	Employee Benefits	-	-	-	-	**	6,512	-100.00%
<b>1400</b>	<b>City Clerk Total</b>	<b>210,725</b>	<b>210,725</b>	<b>15,289</b>	<b>82,628</b>	<b>39.21%</b>	<b>73,914</b>	<b>11.79%</b>
<b>1510</b>	<b>Information Technology</b>							
501110	Salaries-Regular	71,715	71,715	5,367	34,820	48.55%	-	100.00%
501115	Salaries-Overtime	-	-	2,958	5,084	**	-	100.00%
502100	Retirement Charges	23,110	23,110	1,763	11,014	47.66%	-	100.00%
502110	Health/Life Insurance	7,950	7,950	1,181	6,604	83.07%	-	100.00%
502115	Unemployment Insurance	300	300	-	-	0.00%	-	**
502120	Medicare/Fica	1,040	1,040	111	534	51.35%	-	100.00%
502130	Other Benefit Charges	40	40	3	17	42.50%	-	100.00%
602113	Social Media	-	-	-	-	**	115	-100.00%
602140	Materials & Supplies	15,000	15,000	255	4,366	29.11%	3,076	41.94%
603105	Equipment Maintenance	25,000	25,000	1,488	14,029	56.12%	32,084	-56.27%
604100	Communications	51,480	51,480	-	30,585	59.41%	-	100.00%
608100	Contractual Services	105,360	125,855	2,532	107,423	85.35%	-	100.00%
608145	Information Technology	39,750	39,750	4,400	23,372	58.80%	22,905	2.04%
701050	Computer Software	45,500	102,970	85,000	41,618	40.42%	-	100.00%
701105	Equipment-General	50,000	47,785	210	39,101	81.83%	7,986	389.62%
<b>1510</b>	<b>Information Technology Total</b>	<b>436,245</b>	<b>511,995</b>	<b>20,353</b>	<b>318,567</b>	<b>62.22%</b>	<b>66,166</b>	<b>381.47%</b>
<b>101</b>	<b>GENERAL FUND TOTAL</b>	<b>\$ 1,517,240</b>	<b>\$ 1,720,990</b>	<b>\$ 99,143</b>	<b>\$ 716,703</b>	<b>41.64%</b>	<b>\$ 424,307</b>	<b>68.91%</b>
	<b>TOTAL ADMINISTRATION-VASQUEZ</b>	<b>\$ 1,517,240</b>	<b>\$ 1,720,990</b>	<b>\$ 99,143</b>	<b>\$ 716,703</b>	<b>41.64%</b>	<b>\$ 424,307</b>	<b>68.91%</b>

\* = Actual data is reported through December.

**Administration - Guzman**  
**December 2020 General Fund Expenditures (50% of year)**

		FY 2020/21							% Change
		FY 2020/21	FY 2020/21					FY 2019/20	% Change
Acct. No.	Description	Adopted	Amended	Activity During	Year to Date	% of Budget		Actual*	From Prior
		Budget	Budget	December	Actual *				Year
101	General Fund								
1410	Personnel/Risk Management								
501110	Salaries-Regular	\$ 79,325	\$ 79,325	\$ 8,974	\$ 40,117	50.57%	\$ 35,222	13.90%	
501115	Salaries-Overtime	-	-	-	-	**	56	-100.00%	
502100	Retirement	17,855	17,855	1,803	8,880	49.73%	2,460	260.98%	
502105	Workers Comp Insurance	-	-	-	-	**	353	-100.00%	
502110	Health/Life Insurance	6,445	6,445	975	6,322	98.09%	6,863	-7.88%	
502115	Unemployment Insurance	300	300	-	-	0.00%	-	**	
502120	Medicare/Fica	1,150	1,150	130	585	50.87%	517	13.15%	
502130	Other Benefit Charges	40	40	4	20	50.00%	-	100.00%	
602110	Office Expense	1,400	1,400	25	193	13.79%	971	-80.12%	
602115	Postage	200	200	3	71	35.50%	-	100.00%	
607100	Membership/Dues	725	725	-	300	41.38%	475	-36.84%	
607110	Travel/Conference/Meetings	1,500	1,500	-	-	0.00%	-	**	
607115	Training	4,500	4,500	-	-	0.00%	-	**	
608105	Professional Services	10,000	10,000	472	5,758	57.58%	18,626	-69.09%	
608125	Advertising/ Business Dev't	1,800	1,800	-	75	4.17%	175	-57.14%	
609125	Employee/Volunteer Recognition	-	-	122	2,943	**	4,650	-36.71%	
612105	Vehicle Replacement Charge	615	615	51	307	49.92%	325	-5.54%	
612115	Liability Insurance Charge	-	-	-	-	**	1,870	-100.00%	
612125	Employee Benefits	-	-	-	-	**	5,777	-100.00%	
1410	Personnel/Risk Management Total	125,855	125,855	12,559	65,571	52.10%	78,340	-16.30%	
1430	Liability/Risk Management								
606105	Insurance Premium	-	-	-	-	**	68,829	-100.00%	
1430	Liability/Risk Management Total <sup>(1)</sup>	-	-	-	-	**	68,829	-100.00%	
TOTAL ADMINISTRATION-GUZMAN		\$ 125,855	\$ 125,855	\$ 12,559	\$ 65,571	52.10%	\$ 147,169	-55.45%	

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

\* = Actual data is reported through December.

**Finance-Bannigan**  
**December 2020 General Fund Expenditures (50% of year)**

		FY 2020/21						% Change
		FY 2020/21	FY 2020/21	Activity	Year to Date		FY 2019/20	From Prior
Acct. No.	Description	Adopted	Amended	During	Actual *	% of Budget	Actual*	Year
		Budget	Budget	December				
101	General Fund							
1500	Finance							
501110	Salaries-Regular	\$ 475,660	\$ 442,535	\$ 32,855	\$ 195,942	44.28%	\$ 172,016	13.91%
501115	Salaries-Overtime	500	500	-	-	0.00%	-	**
501120	Salaries-Part Time	40,555	40,555	4,644	26,664	65.75%	25,193	5.84%
502100	Retirement	130,350	127,820	8,499	49,649	38.84%	23,285	113.22%
502105	Workers Comp Insurance	-	-	-	-	**	2,356	-100.00%
502110	Health/Life Insurance	26,930	25,490	3,617	19,358	75.94%	16,282	18.89%
502115	Unemployment Insurance	2,040	1,970	94	846	42.94%	45	1780.00%
502120	Medicare/Fica	7,485	6,995	477	2,791	39.90%	3,264	-14.49%
502130	Other Benefit Charges	895	875	83	482	55.09%	-	100.00%
602100	Special Dept Expense	-	-	-	-	**	5,568	-100.00%
602110	Office Expense	7,000	7,000	362	976	13.94%	3,005	-67.52%
602115	Postage	5,000	5,000	618	1,178	23.56%	-	100.00%
602120	Books/Periodicals	350	350	-	-	0.00%	-	**
607100	Membership/Dues	1,200	1,200	-	110	9.17%	360	-69.44%
607105	Mileage Reimbursement	200	200	-	-	0.00%	68	-100.00%
607110	Travel/Conference/Meetings	1,620	1,620	-	-	0.00%	1,104	-100.00%
607115	Training	1,900	1,900	-	150	7.89%	1,085	-86.18%
608105	Professional Services	102,840	102,840	500	16,858	16.39%	45,519	-62.96%
608107	Financial Services	17,500	17,500	994	7,644	43.68%	-	100.00%
608130	Temporary Help	-	22,570	11,286	35,287	156.34%	-	100.00%
611116	Payment to Other Agencies	-	1,000	-	55	**	-	100.00%
612105	Vehicle Replacement Charge	1,235	1,235	103	618	50.04%	650	-4.92%
612115	Liability Insurance Charge	37,670	37,670	-	37,622	99.87%	12,516	200.59%
612125	Employee Benefits	-	-	-	-	**	38,673	-100.00%
1500	Finance Total	860,930	846,825	64,132	396,230	46.79%	350,989	12.89%
1600	Non-Departmental							
602100	Special Dept Expense	5,000	5,000	19,600	19,600	392.00%	5,550	253.15%
602110	Office Expense	-	-	-	1,154	**	-	100.00%
602115	Postage Clearing Account	-	-	-	-	**	3,844	-100.00%
603105	Equipment Maintenance	-	-	-	-	**	12,837	-100.00%
604100	Communications	-	-	-	-	**	1,327	-100.00%
607115	Training	-	-	-	-	**	(3,363)	-100.00%
608105	Professional Services	-	-	-	-	**	24,000	-100.00%
610230	North SPA Navigation Center Cost Share	100,000	-	-	-	**	-	**
611105	Revenue Sharing-City of Anaheim	35,000	35,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	5,000	5,000	-	-	0.00%	-	**
790100	Land Acquisition	-	-	-	-	**	-	100.00%
1600	Non-Departmental Total	145,000	45,000	19,600	20,754	46.12%	44,195	-53.04%
101	GENERAL FUND TOTAL	\$ 1,005,930	\$ 891,825	\$ 83,732	\$ 416,984	46.76%	\$ 395,184	5.52%
102	General Fund (Transactions & Use Tax)							
1500	Finance							
608105	Professional Services	-	-	-	-	**	300	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ -	\$ -	\$ -	**	\$ 300	-100.00%
	TOTAL FINANCE	\$ 1,005,930	\$ 891,825	\$ 83,732	\$ 416,984	46.76%	\$ 395,484	5.44%

\* = Actual data is reported through December.

**Public Works - Rigg**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description			FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
		FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Activity During December	Year to Date Actual *			
<b>101</b>	<b>General Fund</b>							
<b>3000</b>	<b>Public Works Administration</b>							
501110	Salaries-Regular	\$ 245,015	\$ 256,420	\$ 22,921	\$ 131,224	51.18%	\$ -	100.00%
501120	Salaries-Part Time	14,605	14,605	1,138	6,700	45.87%	-	100.00%
502100	Retirement Charges	54,390	56,920	4,829	29,692	52.16%	-	100.00%
502110	Health/Life Insurance	16,875	17,800	3,475	19,023	106.87%	-	100.00%
502115	Unemployment Insurance	1,035	1,105	-	-	0.00%	-	**
502120	Medicare/Fica	3,765	3,930	342	1,988	50.59%	-	100.00%
502130	Other Benefit Charges	345	355	28	162	45.63%	-	100.00%
612115	Liability Insurance Charge	45,985	45,985	-	45,926	99.87%	-	100.00%
<b>3000</b>	<b>Public Works Administration Total</b>	<b>382,015</b>	<b>397,120</b>	<b>32,733</b>	<b>234,715</b>	<b>59.10%</b>	<b>-</b>	<b>100.00%</b>
<b>3100</b>	<b>Engineering</b>							
501110	Salaries-Regular	31,730	31,730	3,848	23,189	73.08%	24,268	-4.45%
501115	Salaries-Overtime	700	700	144	411	58.71%	209	96.65%
502100	Retirement	7,145	7,145	870	5,263	73.66%	1,623	224.28%
502105	Workers Comp Insurance	-	-	-	-	**	1,110	-100.00%
502110	Health/Life Insurance	3,195	3,195	944	5,358	167.70%	4,475	19.73%
502115	Unemployment Insurance	120	120	-	-	0.00%	-	**
502120	Medicare/Fica	460	460	54	319	69.35%	347	-8.07%
502130	Other Benefit Charges	15	15	2	12	80.00%	-	**
602110	Office Expense	1,750	1,750	-	-	0.00%	388	-100.00%
602115	Postage	350	350	-	317	90.57%	-	**
602140	Materials & Supplies	2,500	2,500	-	281	11.24%	1,000	-71.90%
607100	Membership/Dues	2,000	2,000	-	115	5.75%	-	**
607110	Travel/Conference/Meetings	1,300	1,300	-	-	0.00%	60	-100.00%
607115	Training	1,000	1,000	-	-	0.00%	-	**
608105	Professional Services	5,000	5,000	864	864	17.28%	-	**
608100	Contractual Services	-	-	2,640	2,640	**	-	**
608110	Engineering Services	45,000	45,000	-	22,829	50.73%	19,116	19.42%
608115	Inspection Services	2,000	2,000	-	-	0.00%	-	**
608120	Plan Checking Services	10,000	10,000	-	10,326	103.26%	6,619	56.01%
612105	Vehicle Replacement Charge	690	690	58	345	50.00%	402	-14.18%
612115	Liability Insurance Charge	-	-	-	-	**	1,308	-100.00%
612125	Employee Benefits	-	-	-	-	**	4,042	-100.00%
<b>3100</b>	<b>Engineering Total</b>	<b>114,955</b>	<b>114,955</b>	<b>9,424</b>	<b>72,269</b>	<b>62.87%</b>	<b>64,967</b>	<b>11.24%</b>
<b>3200</b>	<b>Public Facilities</b>							
501110	Salaries-Regular	23,665	23,665	1,846	11,030	46.61%	20,399	-45.93%
501115	Salaries-Overtime	300	300	-	74	24.67%	80	-7.50%
502100	Retirement	5,335	5,335	418	2,506	46.97%	1,501	66.96%
502105	Workers Comp Insurance	-	-	-	-	**	3,878	-100.00%
502110	Health/Life Insurance	1,955	1,955	358	2,019	103.27%	3,614	-44.13%
502115	Unemployment Insurance	150	150	-	-	0.00%	-	**
502120	Medicare/Fica	345	345	26	160	46.38%	290	-44.83%
502130	Other Benefit Charges	20	20	1	6	30.00%	-	100.00%
602100	Special Dept Expense	2,000	2,000	3,929	2,414	120.70%	919	162.68%
602110	Office Expense	210	210	54	54	25.71%	46	17.39%
602130	Clothing	3,500	3,500	507	1,375	39.29%	1,838	-25.19%
602135	Safety Equipment	500	500	-	563	112.60%	69	715.94%
602140	Materials & Supplies	8,000	8,000	324	3,087	38.59%	837	268.82%
603110	Building Maintenance	114,950	114,950	8,517	34,284	29.83%	46,787	-26.72%
604100	Communications	30,000	30,000	847	2,055	6.85%	8,196	-74.93%

\* = Actual data is reported through December.

**Public Works - Rigg**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
<b>3200</b>	<b>Public Facilities, Continued</b>							
604105	Utilities	130,000	130,000	13,353	67,603	52.00%	47,147	43.39%
608100	Contractual Services	62,000	62,000	5,652	23,302	37.58%	22,593	3.14%
611110	O.C. Sanitation District User Fee	18,000	18,000	13,822	17,704	98.36%	16,042	10.36%
612105	Vehicle Replacement Charge	3,710	3,710	309	1,855	50.00%	2,163	-14.24%
612115	Liability Insurance Charge	-	-	-	-	**	1,082	-100.00%
612125	Employee Benefits	-	-	-	-	**	3,343	-100.00%
<b>3200</b>	<b>Public Facilities Total</b>	<b>404,640</b>	<b>404,640</b>	<b>49,963</b>	<b>170,091</b>	<b>42.04%</b>	<b>180,824</b>	<b>-5.94%</b>
<b>3300</b>	<b>Crossing Guard</b>							
608175	Crossing Guard Services	43,000	43,000	543	543	1.26%	-	100.00%
<b>3300</b>	<b>Crossing Guard Total</b>	<b>43,000</b>	<b>43,000</b>	<b>543</b>	<b>543</b>	<b>1.26%</b>	<b>-</b>	<b>100.00%</b>
<b>3400</b>	<b>Parks Maintenance</b>							
501110	Salaries-Regular	63,780	63,780	4,759	28,409	44.54%	21,897	29.74%
501115	Salaries-Overtime	1,000	1,000	210	1,195	119.50%	718	66.43%
501120	Salaries-Part Time	-	-	-	-	**	4,797	-100.00%
502100	Retirement	14,300	14,300	1,068	6,405	44.79%	1,683	280.57%
502105	Workers Comp Insurance	-	-	-	-	**	4,731	-100.00%
502110	Health/Life Insurance	4,900	4,900	727	4,206	85.84%	3,236	29.98%
502115	Unemployment Insurance	405	405	-	-	0.00%	-	**
502120	Medicare/Fica	925	925	72	433	46.81%	397	9.07%
502130	Other Benefit Charges	55	55	2	14	25.45%	-	100.00%
602100	Special Dept Expense	5,000	5,000	-	188	3.76%	4,896	-96.16%
603105	Equipment Maintenance	10,000	12,367	-	7,887	63.77%	2,270	247.44%
604105	Utilities	143,000	143,000	21,125	81,645	57.09%	73,414	11.21%
605100	Land Lease	6,020	6,020	-	5,161	85.73%	-	100.00%
608100	Contractual Services	97,500	97,500	6,510	35,024	35.92%	47,077	-25.60%
612105	Vehicle Replacement Charge	4,515	4,515	376	2,258	50.01%	2,633	-14.24%
612115	Liability Insurance Charge	-	-	-	-	**	1,313	-100.00%
612125	Employee Benefits	-	-	-	-	**	4,056	-100.00%
<b>3400</b>	<b>Parks Maintenance Total</b>	<b>351,400</b>	<b>353,767</b>	<b>34,849</b>	<b>172,825</b>	<b>48.85%</b>	<b>173,118</b>	<b>-0.17%</b>
<b>3500</b>	<b>Street Maintenance</b>							
501110	Salaries-Regular	100,555	100,555	7,127	44,689	44.44%	47,279	-5.48%
501115	Salaries-Overtime	2,600	2,600	302	1,450	55.77%	2,063	-29.71%
501120	Salaries-Part Time	-	-	-	-	**	2,998	-100.00%
502100	Retirement	21,915	21,915	1,610	10,134	46.24%	4,140	144.78%
502105	Workers Comp Insurance	-	-	-	-	**	9,905	-100.00%
502110	Health/Life Insurance	7,360	7,360	1,072	6,474	87.96%	8,043	-19.51%
502115	Unemployment Insurance	615	615	-	-	0.00%	-	**
502120	Medicare/Fica	1,465	1,465	109	677	46.21%	743	-8.88%
502130	Other Benefit Charges	80	80	4	22	27.50%	-	**
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	2,787	-100.00%
602125	Small Tools	5,000	5,000	-	921	18.42%	156	100.00%
602140	Materials & Supplies	50,000	50,000	1,855	30,495	60.99%	22,602	34.92%
603105	Equipment Maintenance	2,000	2,000	-	-	0.00%	887	-100.00%
608100	Contractual Services	185,000	185,000	13,899	92,400	49.95%	25,479	262.65%
612105	Vehicle Replacement Charge	9,880	9,880	823	4,940	50.00%	5,760	-14.24%
612115	Liability Insurance Charge	-	-	-	-	**	2,593	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,011	-100.00%
710190	Pavement Maintenance	20,000	20,000	-	-	0.00%	-	**
<b>3500</b>	<b>Street Maintenance Total</b>	<b>409,470</b>	<b>409,470</b>	<b>26,801</b>	<b>192,202</b>	<b>46.94%</b>	<b>143,446</b>	<b>33.99%</b>

\* = Actual data is reported through December.

**Public Works - Rigg**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
<b>3600</b>	<b>Storm Drain Maintenance</b>							
603100	Emergency Maintenance Services	5,000	5,000	-	-	0.00%	-	**
608155	Storm Water Monitor Program	120,000	120,000	71,724	72,184	60.15%	23,980	201.02%
<b>3600</b>	<b>Storm Drain Maintenance Total</b>	<b>125,000</b>	<b>125,000</b>	<b>71,724</b>	<b>72,184</b>	<b>57.75%</b>	<b>23,980</b>	<b>201.02%</b>
<b>6300</b>	<b>Graffiti Abatement</b>							
501110	Salaries-Regular	39,635	39,635	3,031	17,561	44.31%	-	100.00%
501115	Salaries-Overtime	15,000	15,000	8	212	1.41%	-	100.00%
502100	Retirement Charges	8,925	8,925	685	3,984	44.64%	-	100.00%
502110	Health/Life Insurance	3,325	3,325	589	3,215	96.69%	-	100.00%
502115	Unemployment Insurance	255	255	-	-	0.00%	-	**
502120	Medicare/Fica	575	575	43	256	44.52%	-	100.00%
502130	Other Benefit Charges	35	35	2	9	25.71%	-	100.00%
602100	Special Dept Expense	1,000	1,000	-	-	0.00%	-	**
602140	Materials & Supplies	12,000	12,000	1,312	3,887	32.39%	-	100.00%
603105	Equipment Maintenance	5,000	5,000	-	703	14.06%	-	100.00%
612105	Vehicle Replacement Charge	13,985	13,985	1,165	6,993	50.00%	-	100.00%
<b>6300</b>	<b>Graffiti Abatement Total</b>	<b>99,735</b>	<b>99,735</b>	<b>6,835</b>	<b>36,820</b>	<b>36.92%</b>	<b>-</b>	<b>100.00%</b>
<b>TOTAL PUBLIC WORKS</b>		<b>\$ 1,930,215</b>	<b>\$ 1,947,687</b>	<b>\$ 232,872</b>	<b>\$ 951,649</b>	<b>48.86%</b>	<b>\$ 586,335</b>	<b>62.30%</b>

\* = Actual data is reported through December.

**Public Safety - Wren**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2020/21					FY 2019/20 Actual*	% Change From Prior Year
		FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Activity During December	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>2100</b>	<b>Law Enforcement</b>							
501110	Salaries-Regular	\$ -	\$ -	\$ -	\$ -	**	41,063	-100.00%
501120	Salaries-Part Time	-	-	-	-	**	9,804	-100.00%
502100	Retirement	-	-	-	-	**	3,616	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	519	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	8,302	-100.00%
502120	Medicare/Fica	-	-	-	-	**	769	-100.00%
602100	Special Dept Expense	-	-	-	527	**	1,009	-47.77%
602110	Office Expense	1,500	1,500	88	353	23.53%	255	38.43%
602145	Gas/Oil/Lube	3,000	3,000	-	571	19.03%	-	100.00%
603110	Building Maintenance	-	-	-	-	**	7,550	-100.00%
603125	Vehicle Maintenance	5,000	5,000	64	1,989	39.78%	-	100.00%
604100	Communications	60,000	60,000	(6,912)	14,867	24.78%	24,217	-38.61%
604105	Utilities	-	-	-	-	**	13,309	-100.00%
607100	Membership/Dues	5,000	5,000	-	4,678	93.56%	4,678	0.00%
607105	Mileage Reimbursement	2,400	2,400	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	3,400	3,400	-	-	0.00%	-	**
608100	Contractual Services	20,745	20,745	10,368	10,368	49.98%	-	**
608160	O.C.S.D. Contract	4,950,475	4,950,475	421,893	2,531,357	51.13%	4,028,818	-37.17%
612105	Vehicle Replacement Charge	8,820	8,820	735	4,410	50.00%	-	100.00%
612115	Liability Insurance Charge	-	-	-	-	**	2,723	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,411	-100.00%
702100	Office Furniture	-	-	-	108	**	-	100.00%
<b>2100</b>	<b>Law Enforcement Total</b>	<b>5,060,340</b>	<b>5,060,340</b>	<b>426,236</b>	<b>2,569,228</b>	<b>50.77%</b>	<b>4,155,043</b>	<b>-38.17%</b>
<b>2200</b>	<b>Fire Protection</b>							
608185	O.C.F.A. Contract	3,428,270	3,428,270	927,546	1,855,091	54.11%	1,880,677	-1.36%
<b>2200</b>	<b>Fire Protection Total</b>	<b>3,428,270</b>	<b>3,428,270</b>	<b>927,546.000</b>	<b>1,855,091</b>	<b>54.11%</b>	<b>1,880,677</b>	<b>-1.36%</b>
<b>2300</b>	<b>Ambulance Services</b>							
608190	Contractual Ambulance Svcs	5,000	5,000	-	1,286	25.72%	474	100.00%
<b>2230</b>	<b>Ambulance Services Total</b>	<b>5,000</b>	<b>5,000</b>	<b>-</b>	<b>1,286</b>	<b>25.72%</b>	<b>474</b>	<b>100.00%</b>
<b>2300</b>	<b>Homeless Prevention</b>							
610230	North SPA Navigation Center Cost Share	-	100,000	-	-	0.00%	-	**
<b>2300</b>	<b>Homeless Total</b>	<b>-</b>	<b>100,000</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>	<b>**</b>
<b>2400</b>	<b>Animal Control Services</b>							
608170	Animal Control Services	182,280	182,280	-	90,405	49.60%	86,822	4.13%
<b>2400</b>	<b>Animal Control Services Total</b>	<b>182,280</b>	<b>182,280</b>	<b>-</b>	<b>90,405</b>	<b>49.60%</b>	<b>86,822</b>	<b>4.13%</b>
<b>2500</b>	<b>Public Safety-Other</b>							
501110	Salaries-Regular	56,650	56,650	3,945	23,699	41.83%	-	100.00%
501120	Salaries-Part Time	22,070	22,070	-	4,445	20.14%	-	100.00%
502100	Retirement Charges	19,430	19,430	927	5,960	30.67%	-	100.00%
502110	Health/Life Insurance	2,855	2,855	34	258	9.04%	-	100.00%
502115	Unemployment Insurance	405	405	-	-	0.00%	-	**
502120	Medicare/Fica	1,140	1,140	60	423	37.11%	-	100.00%
502130	Other Benefit Charges	15	15	2	76	506.67%	-	100.00%
602110	Office Expense	1,200	1,200	-	771	64.25%	-	100.00%
602115	Postage	100	100	-	101	101.00%	-	100.00%
607115	Training	700	700	-	-	0.00%	-	**
612115	Liability Insurance Charge	27,920	27,920	-	27,884	99.87%	-	100.00%
<b>2500</b>	<b>Public Safety-Other Total</b>	<b>132,485</b>	<b>132,485</b>	<b>4,968</b>	<b>63,617</b>	<b>48.02%</b>	<b>-</b>	<b>100.00%</b>
<b>4300</b>	<b>Parking Control</b>							
501110	Salaries-Regular	136,250	136,250	10,118	64,135	47.07%	53,462	19.96%

\* = Actual data is reported through December.



**Public Safety - Wren**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
501120	Salaries-Part Time	11,340	11,340	975	5,950	52.47%	21,880	-72.81%
<b>4300</b>	<b>Parking Control, Continued</b>							
502100	Retirement	38,910	38,910	2,992	18,537	47.64%	7,763	138.79%
502105	Workers Comp Insurance	-	-	-	-	**	4,191	-100.00%
502110	Health/Life Insurance	7,870	7,870	1,011	5,670	72.05%	5,793	-2.12%
502115	Unemployment Insurance	705	705	-	-	0.00%	139	-100.00%
502120	Medicare/Fica	2,140	2,140	163	1,032	48.22%	1,110	-7.03%
502130	Other Benefit Charges	265	265	19	118	44.53%	-	100.00%
602110	Office Expense	6,500	6,500	53	154	2.37%	4,560	-96.62%
602115	Postage	500	500	8	78	15.60%	-	100.00%
602130	Clothing	1,000	1,000	-	-	0.00%	142	-100.00%
604100	Communications	1,000	1,000	164	490	49.00%	272	80.15%
608105	Professional Services	16,000	16,000	1,232	8,435	52.72%	7,476	12.83%
612105	Vehicle Replacement Charge	3,595	3,595	300	1,798	50.01%	2,095	-14.18%
612115	Liability Insurance Charge	-	-	-	-	**	4,021	-100.00%
612125	Employee Benefits	-	-	-	-	**	12,423	-100.00%
<b>4300</b>	<b>Parking Control Total</b>	<b>226,075</b>	<b>226,075</b>	<b>17,035</b>	<b>106,397</b>	<b>47.06%</b>	<b>125,327</b>	<b>-15.10%</b>
<b>6200</b>	<b>Code Enforcement</b>							
501110	Salaries-Regular	312,675	312,675	23,471	141,905	45.38%	71,063	99.69%
501120	Salaries-Part Time	11,340	11,340	975	5,565	49.07%	-	100.00%
502100	Retirement	83,230	83,230	6,458	38,930	46.77%	12,090	222.00%
502105	Workers Comp Insurance	-	-	-	-	**	3,838	-100.00%
502110	Health/Life Insurance	21,450	21,450	3,208	17,683	82.44%	8,575	106.22%
502115	Unemployment Insurance	1,290	1,290	-	-	0.00%	-	**
502120	Medicare/Fica	4,695	4,695	350	2,118	45.11%	1,034	104.84%
502130	Other Benefit Charges	345	345	26	151	43.77%	-	100.00%
602110	Office Expense	1,500	1,500	-	146	9.73%	1,767	-91.74%
602115	Postage	1,000	1,000	32	457	45.70%	-	100.00%
602160	Code Enforcement Equipment	3,000	3,000	-	-	0.00%	822	-100.00%
603105	Equipment Maintenance	100	100	-	-	0.00%	-	**
604100	Communications	800	800	-	624	78.00%	570	9.47%
607100	Membership/Dues	600	600	-	-	0.00%	475	-100.00%
607105	Mileage Reimbursement	100	100	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	467	-100.00%
607115	Training	1,000	1,000	-	-	0.00%	341	-100.00%
608100	Contractual Services	-	-	315	1,575	**	1,260	25.00%
608180	Prosecution/Code Enforcement	75,000	75,000	8,202	13,146	17.53%	41,311	-68.18%
612105	Vehicle Replacement Charge	5,580	5,580	465	2,790	50.00%	3,255	-14.29%
612115	Liability Insurance Charge	-	-	-	-	**	3,840	-100.00%
612125	Employee Benefits	-	-	-	-	**	11,863	-100.00%
<b>6200</b>	<b>Code Enforcement Total</b>	<b>524,705</b>	<b>524,705</b>	<b>43,502</b>	<b>225,090</b>	<b>42.90%</b>	<b>162,571</b>	<b>38.46%</b>
<b>101</b>	<b>GENERAL FUND TOTAL</b>	<b>\$ 9,559,155</b>	<b>\$ 9,659,155</b>	<b>\$ 1,419,287</b>	<b>\$ 4,911,114</b>	<b>50.84%</b>	<b>\$ 6,410,914</b>	<b>-23.39%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
<b>2100</b>	<b>Law Enforcement</b>							
501110	Salaries-Regular	-	-	-	-	**	16,750	-100.00%
502100	Retirement	-	-	-	-	**	1,307	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	169	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	139	-100.00%
502120	Medicare/Fica	-	-	-	-	**	259	-100.00%
603125	Vehicle Maintenance	-	-	-	-	**	2,043	-100.00%
608160	O.C.S.D. Contract	6,300,000	6,300,000	515,647	3,093,881	49.11%	1,451,279	113.18%
608175	Crossing Guard Services	-	-	-	-	**	14,520	-100.00%

\* = Actual data is reported through December.

**Public Safety - Wren**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
612105	Vehicle Replacement Charge	-	-	-	-	**	5,142	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	923	-100.00%
<b>2100</b>	<b>Law Enforcement, Continued</b>							
612125	Employee Benefits	-	-	-	-	**	2,853	-100.00%
<b>2100</b>	<b>Law Enforcement Total</b>	<b>6,300,000</b>	<b>6,300,000</b>	<b>515,647</b>	<b>3,093,881</b>	<b>49.11%</b>	<b>1,495,384</b>	<b>106.90%</b>
<b>2200</b>	<b>Fire Protection</b>							
501110	Salaries-Regular	-	-	-	-	**	3,350	-100.00%
502100	Retirement	-	-	-	-	**	261	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	34	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	28	-100.00%
502120	Medicare/Fica	-	-	-	-	**	52	-100.00%
608185	O.C.F.A. Contract	1,500,000	1,500,000	299,719	599,439	39.96%	497,381	20.52%
612115	Liability Insurance Charge	-	-	-	-	**	185	-100.00%
612125	Employee Benefits	-	-	-	-	**	570	-100.00%
<b>2200</b>	<b>Fire Protection Total</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>299,719</b>	<b>599,439</b>	<b>39.96%</b>	<b>501,861</b>	<b>19.44%</b>
<b>4300</b>	<b>Parking Control</b>							
501110	Salaries-Regular	-	-	-	-	**	10,050	-100.00%
502100	Retirement	-	-	-	-	**	784	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	102	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	83	-100.00%
502120	Medicare/Fica	-	-	-	-	**	155	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	554	-100.00%
612125	Employee Benefits	-	-	-	-	**	1,712	-100.00%
<b>4300</b>	<b>Parking Control Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>**</b>	<b>13,440</b>	<b>-100.00%</b>
<b>6200</b>	<b>Code Enforcement</b>							
501110	Salaries-Regular	-	-	-	-	**	66,261	-100.00%
502100	Retirement	-	-	-	-	**	4,903	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	2,162	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	5,130	-100.00%
502120	Medicare/Fica	-	-	-	-	**	989	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	3,588	-100.00%
612125	Employee Benefits	-	-	-	-	**	11,089	-100.00%
<b>6200</b>	<b>Code Enforcement Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>**</b>	<b>94,122</b>	<b>-100.00%</b>
<b>102</b>	<b>TRANSACTIONS AND USE TAX TOTAL</b>	<b>\$ 7,800,000</b>	<b>\$ 7,800,000</b>	<b>\$ 815,366</b>	<b>\$ 3,693,320</b>	<b>47.35%</b>	<b>\$ 2,104,807</b>	<b>75.47%</b>
	<b>TOTAL PUBLIC SAFETY</b>	<b>\$ 17,359,155</b>	<b>\$ 17,459,155</b>	<b>\$ 2,234,653</b>	<b>\$ 8,604,434</b>	<b>49.28%</b>	<b>\$ 8,515,721</b>	<b>1.04%</b>

\* = Actual data is reported through December.

**Community Development-Lilley**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
<b>101</b>	<b>General Fund</b>							
<b>4000</b>	<b>Community Development Administration</b>							
501110	Salaries-Regular	\$ 84,280	\$ 84,280	\$ 5,224	\$ 33,988	40.33%	\$ -	100.00%
502100	Retirement Charges	20,155	20,155	1,148	8,732	43.32%	-	100.00%
502110	Health/Life Insurance	4,300	4,300	591	3,713	86.35%	-	100.00%
502115	Unemployment Insurance	195	195	-	82	42.05%	-	100.00%
502120	Medicare/Fica	1,225	1,225	73	476	38.86%	-	100.00%
502130	Other Benefit Charges	20	20	3	17	85.00%	-	100.00%
602110	Office Expense	1,300	1,275	138	747	58.59%	-	100.00%
602120	Books/Periodicals	75	340	-	337	99.12%	-	100.00%
612115	Liability Insurance Charge	38,310	38,310	-	38,261	99.87%	-	100.00%
702100	Office Furniture	-	-	-	234	**	-	100.00%
<b>4000</b>	<b>Community Development Administration Total</b>	<b>149,860</b>	<b>150,100</b>	<b>7,177</b>	<b>86,587</b>	<b>57.69%</b>	<b>-</b>	<b>100.00%</b>
<b>4100</b>	<b>Planning</b>							
501110	Salaries-Regular	293,290	293,290	17,689	116,911	39.86%	60,875	92.05%
501115	Salaries-Overtime	1,000	1,000	144	870	87.00%	-	100.00%
501120	Salaries-Part Time	-	-	-	-	**	5,458	-100.00%
501125	Salaries-Appointed	9,000	9,000	554	3,617	40.19%	4,361	-17.06%
502100	Retirement	67,165	67,165	3,703	25,578	38.08%	5,873	335.52%
502105	Workers Comp Insurance	-	-	-	-	**	1,029	-100.00%
502110	Health/Life Insurance	24,810	24,810	2,098	14,222	57.32%	9,622	47.81%
502115	Unemployment Insurance	1,080	1,080	-	464	42.96%	367	26.43%
502120	Medicare/Fica	4,380	4,380	260	1,730	39.50%	1,068	61.99%
502130	Other Benefit Charges	270	270	9	58	21.48%	-	100.00%
602110	Office Expense	-	-	-	(98)	**	99	-198.99%
602115	Postage	200	200	4	413	206.50%	-	100.00%
607100	Membership/Dues	2,000	2,000	-	470	23.50%	603	100.00%
607110	Travel/Conference/Meetings	1,800	1,560	-	155	9.94%	166	-6.63%
607115	Training	1,000	1,000	-	-	0.00%	-	**
608100	Contractual Services	4,000	4,000	-	-	0.00%	394	-100.00%
608105	Professional Services	-	300,000	-	-	0.00%	34,616	-100.00%
608135	Microfilming	10,000	10,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	615	615	51	308	50.08%	325	-5.23%
612115	Liability Insurance Charge	-	-	-	-	**	5,425	-100.00%
612125	Employee Benefits	-	-	-	-	**	16,762	-100.00%
<b>4100</b>	<b>Planning Total</b>	<b>420,610</b>	<b>720,370</b>	<b>24,512</b>	<b>164,698</b>	<b>22.86%</b>	<b>147,043</b>	<b>12.01%</b>
<b>4200</b>	<b>Building Regulation</b>							
501110	Salaries-Regular	70,030	70,030	5,162	30,815	44.00%	24,541	25.57%
502100	Retirement	15,835	15,835	1,108	6,920	43.70%	1,757	293.85%
502105	Workers Comp Insurance	-	-	-	-	**	273	-100.00%
502110	Health/Life Insurance	4,765	4,765	841	4,735	99.37%	4,218	12.26%
502115	Unemployment Insurance	330	330	-	27	8.18%	-	100.00%
502120	Medicare/Fica	1,015	1,015	72	435	42.86%	358	21.51%
502130	Other Benefit Charges	45	45	3	15	33.33%	-	100.00%
602110	Office Expense	1,000	1,000	81	114	11.40%	410	-72.20%
602115	Postage	500	500	-	94	18.80%	-	100.00%
602120	Books/Periodicals	400	400	-	-	0.00%	76	-100.00%
607100	Membership/Dues	135	135	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	200	200	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	-	0.00%	299	-100.00%
608115	Inspection Services	457,795	457,795	25,485	296,730	64.82%	247,196	20.04%
<b>4200</b>	<b>Building Regulation, Continued</b>							

\* = Actual data is reported through December.

**Community Development-Lilley**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
608135	Microfilming	10,000	10,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	-	2,390	-	795	**	-	100.00%
612105	Vehicle Replacement Charge	-	-	-	-	**	17	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,413	-100.00%
612125	Employee Benefits	-	-	-	-	**	4,366	-100.00%
<b>4200</b>	<b>Building Regulation Total</b>	<b>563,050</b>	<b>565,440</b>	<b>32,752</b>	<b>340,680</b>	<b>60.25%</b>	<b>284,924</b>	<b>19.57%</b>
<b>4400</b>	<b>Business Relations</b>							
607115	Training	500	500	-	-	0.00%	-	**
608105	Professional Services	20,000	20,000	-	-	0.00%	-	**
608145	Information Technology	600	600	100	250	41.67%	-	100.00%
610210	Business Relations Programs	-	-	19	19	**	-	100.00%
<b>4400</b>	<b>Business Relations</b>	<b>21,100</b>	<b>21,100</b>	<b>119</b>	<b>269</b>	<b>1.27%</b>	<b>-</b>	<b>100.00%</b>
<b>101</b>	<b>GENERAL FUND TOTAL</b>	<b>\$ 1,154,620</b>	<b>\$ 1,457,010</b>	<b>\$ 64,560</b>	<b>\$ 592,234</b>	<b>40.65%</b>	<b>\$ 431,967</b>	<b>37.10%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
<b>4400</b>	<b>Business Relations</b>							
501110	Salaries-Regular	-	-	-	-	**	2,215	-100.00%
502100	Retirement	-	-	-	-	**	369	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	189	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	30	-100.00%
502120	Medicare/Fica	-	-	-	-	**	85	-100.00%
607100	Membership/Dues	-	-	-	-	**	275	-100.00%
607110	Travel/Conference/Meetings	-	-	-	-	**	374	-100.00%
608125	Advertising/ Business Dev't	-	-	-	-	**	375	-100.00%
612105	Vehicle Replacement Charge	-	-	-	-	**	358	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,037	-100.00%
612125	Employee Benefits	-	-	-	-	**	3,204	-100.00%
<b>4400</b>	<b>Business Relations</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>**</b>	<b>8,511</b>	<b>-100.00%</b>
<b>102</b>	<b>TRANSACTIONS AND USE TAX TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>**</b>	<b>\$ 8,511</b>	<b>-100.00%</b>
	<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>\$ 1,154,620</b>	<b>\$ 1,457,010</b>	<b>\$ 64,560</b>	<b>\$ 592,234</b>	<b>40.65%</b>	<b>\$ 440,478</b>	<b>34.45%</b>

\* = Actual data is reported through December.

**Community Service - Bobadilla**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
<b>101</b>	<b>General Fund</b>							
<b>5100</b>	<b>Parks and Recreation</b>							
501110	Salaries-Regular	\$ 367,335	\$ 367,335	\$ 27,567	\$ 166,593	45.35%	\$ 154,762	7.64%
501115	Salaries-Overtime	-	-	-	-	**	120	-100.00%
501120	Salaries-Part Time	87,770	87,770	3,560	21,656	24.67%	27,749	-21.96%
502100	Retirement	96,235	96,235	6,809	41,255	42.87%	14,101	192.57%
502105	Workers Comp Insurance	-	-	-	-	**	3,180	-100.00%
502110	Health/Life Insurance	23,020	23,020	3,405	19,722	85.67%	19,015	3.72%
502115	Unemployment Insurance	2,850	2,850	-	9	0.32%	216	-95.83%
502120	Medicare/Fica	6,600	6,600	441	2,683	40.65%	2,633	1.90%
502130	Other Benefit Charges	1,285	1,285	65	395	30.74%	-	100.00%
602100	Special Dept Expense	4,430	4,430	205	1,930	43.57%	2,473	-21.96%
602110	Office Expense	1,600	1,600	342	589	36.81%	1,558	-62.20%
602113	Social Media	2,500	2,500	-	50	2.00%	-	100.00%
602115	Postage	400	400	2,951	3,219	804.75%	-	100.00%
602150	Recreation Brochure Mailing	8,000	8,000	3,125	3,125	39.06%	15,859	-80.30%
603110	Building Maintenance	10,485	10,485	-	-	0.00%	2,250	-100.00%
607100	Membership/Dues	1,160	1,160	-	-	0.00%	165	-100.00%
607115	Training	1,500	1,500	-	-	0.00%	1,525	-100.00%
608100	Contractual Services	8,000	8,000	-	-	0.00%	-	**
608107	Financial Services	-	-	-	55	**	-	100.00%
608150	Contractual Recreation Program	-	-	-	-	**	9,578	-100.00%
609100	Special Events	10,905	10,905	360	2,884	26.45%	2,760	4.49%
609115	Excursions	-	-	-	-	**	542	-100.00%
609200	Senior Citizen Program	1,200	1,200	-	45	3.75%	359	-87.47%
612105	Vehicle Replacement Charge	6,800	6,800	567	3,400	50.00%	3,928	-13.44%
612115	Liability Insurance Charge	53,705	53,705	-	53,636	99.87%	8,881	503.94%
612125	Employee Benefits	-	-	-	-	**	27,442	-100.00%
<b>5100</b>	<b>Parks and Recreation Total</b>	<b>695,780</b>	<b>695,780</b>	<b>49,397</b>	<b>321,246</b>	<b>46.17%</b>	<b>299,096</b>	<b>7.41%</b>
<b>5200</b>	<b>Community Services Center (Beach)</b>							
501120	Salaries-Part Time	-	-	-	-	**	4,436	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	269	-100.00%
502120	Medicare/Fica	-	-	-	-	**	67	-100.00%
602100	Special Dept Expense	4,820	4,820	-	-	0.00%	1,603	-100.00%
602110	Office Expense	1,000	1,000	-	-	0.00%	584	-100.00%
603105	Equipment Maintenance	-	-	-	-	**	23	-100.00%
603110	Building Maintenance	6,695	6,695	399	2,017	30.13%	2,187	-7.77%
604105	Utilities	9,540	9,540	-	-	0.00%	2,379	-100.00%
612105	Vehicle Replacement Charge	400	400	33	200	50.00%	212	-5.66%
612115	Liability Insurance Charge	-	-	-	-	**	262	-100.00%
612125	Employee Benefits	-	-	-	-	**	810	-100.00%
<b>5200</b>	<b>Community Services Ctr (Beach)</b>	<b>22,455</b>	<b>22,455</b>	<b>432</b>	<b>2,217</b>	<b>9.87%</b>	<b>12,832</b>	<b>-82.72%</b>
<b>5300</b>	<b>Stanton Central Park</b>							
501110	Salaries-Regular	64,085	64,085	3,511	26,385	41.17%	14,621	80.46%
501120	Salaries-Part Time	77,775	77,775	7,435	34,585	44.47%	54,054	-36.02%
502100	Retirement	14,575	14,575	796	5,995	41.13%	1,021	487.17%
502105	Workers Comp Insurance	-	-	-	-	**	3,553	-100.00%
<b>5300</b>	<b>Stanton Central Park, Continued</b>							

\* = Actual data is reported through December.

**Community Service - Bobadilla**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *			
502110	Health/Life Insurance	5,120	5,120	433	3,542	69.18%	1,807	96.02%
502115	Unemployment Insurance	1,800	1,800	94	337	18.72%	299	12.71%
502120	Medicare/Fica	2,055	2,055	161	896	43.60%	1,058	-15.31%
502130	Other Benefit Charges	1,375	1,375	109	511	37.16%	-	100.00%
602100	Special Dept Expense	2,000	2,000	-	-	0.00%	873	-100.00%
602110	Office Expense	500	500	65	269	53.80%	86	212.79%
604105	Utilities	630	630	-	-	0.00%	289	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	3,456	-100.00%
612125	Employee Benefits	-	-	-	-	**	10,679	-100.00%
<b>5300</b>	<b>Stanton Central Park</b>	<b>169,915</b>	<b>169,915</b>	<b>12,604</b>	<b>72,520</b>	<b>42.68%</b>	<b>91,796</b>	<b>-21.00%</b>
<b>5400</b>	<b>Senior Nutrition Program</b>							
501110	Salaries-Regular	-	-	509	3,854	**	-	100.00%
501120	Salaries-Part Time	30,825	30,825	2,331	15,013	48.70%	-	100.00%
502100	Retirement Charges	-	-	115	876	**	-	100.00%
502110	Health/Life Insurance	445	445	82	590	132.58%	-	100.00%
502115	Unemployment Insurance	525	525	-	-	0.00%	-	**
502120	Medicare/Fica	445	445	42	280	62.92%	-	100.00%
502130	Other Benefit Charges	530	530	34	218	41.13%	-	100.00%
<b>5400</b>	<b>Senior Nutrition Program</b>	<b>32,770</b>	<b>32,770</b>	<b>3,113</b>	<b>20,831</b>	<b>63.57%</b>	<b>-</b>	<b>100.00%</b>
		<b>\$ 920,920</b>	<b>\$ 920,920</b>	<b>\$ 65,546</b>	<b>\$ 416,814</b>	<b>45.26%</b>	<b>\$ 403,724</b>	<b>3.24%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
<b>5100</b>	<b>Parks and Recreation</b>							
501120	Salaries-Part Time	-	-	-	-	**	492	-100.00%
502120	Medicare/Fica	-	-	-	-	**	7	-100.00%
<b>5100</b>	<b>Parks and Recreation</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>**</b>	<b>499</b>	<b>-100.00%</b>
<b>102</b>	<b>TRANSACTIONS AND USE TAX TOTAL</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>**</b>	<b>\$ 499</b>	<b>-100.00%</b>
	<b>TOTAL COMMUNITY SERVICES</b>	<b>\$ 920,920</b>	<b>\$ 920,920</b>	<b>\$ 65,546</b>	<b>\$ 416,814</b>	<b>45.26%</b>	<b>\$ 404,223</b>	<b>3.11%</b>

\* = Actual data is reported through December.

**Transfers to Other Funds-Bannigan**  
**December 2020 General Fund Expenditures (50% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual*	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>1600</b>	<b>Non-Departmental</b>							
800250	Transfer to Fact Grant	\$ 24,750	\$ 24,750	\$ 2,063	\$ 12,375	50.00%	\$ 38,000	-67.43%
800251	Transfer to Senior Transportation Fund	9,430	9,430	106	1,706	18.09%	-	**
800280	Transfer to SCP Maintenance Fund	-	-	-	-	**	-	-100.00%
800604	Transfer to Employee Benefits Fund	-	-	-	-	**	-	100.00%
<b>TOTAL TRANSFERS OUT</b>		<b>\$ 34,180</b>	<b>\$ 34,180</b>	<b>\$ 2,169</b>	<b>\$ 14,081</b>	<b>41.20%</b>	<b>\$ 38,000</b>	<b>-62.94%</b>

\* = Actual data is reported through December.

# ATTACHMENT C

## General Fund - Fund Balance Status

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<i>Reserves as of June 30, 2020:</i>			
Economic Uncertainty	\$ 4,100,000		\$ 4,100,000
Emergency Equipment Maintenance	250,000		250,000
Emergency Disaster Continuity	2,500,000		2,500,000
Capital Improvement	7,324,410		7,324,410
Subtotal	14,174,410	-	14,174,410
Available Fund Balance (unreserved)	1,517,810	4,678,926	6,196,736
<b>Total Fund Balance (Reserves &amp; Available Fund Balance) as of June 30, 2020</b>	<b>15,692,220</b>	<b>4,678,926</b>	<b>20,371,146</b>
Estimated increase (decrease) of fund balance during Fiscal Year 2020-21	2,577,605	(3,727,065)	(1,149,460)
<b>Total Projected Fund Balance (Reserves &amp; Available Fund Balance) as of June 30, 2021</b>	<b>\$ 18,269,825</b>	<b>\$ 951,861</b>	<b>\$ 19,221,686</b>



**HOUSING AUTHORITY FUND (#285)**  
**December 2020 Revenues and Expenditures (50% of year)**

Account No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual *	% Change From Prior Year
				Activity During December	Year to Date Actual *	% of Budget		
REVENUES								
435100	Interest	\$ 250,000	\$ 250,000	\$ 22,123	\$ 56,548	22.62%	\$ 109,643	-48.43%
435110	Unrealized Gains/Losses	-	-	(39,608)	(35,728)	**	-	**
436140	Tina Way/Pacific Ave. Property Rent	500,000	500,000	1,334	116,406	23.28%	235,285	-50.53%
437135	Expense Reimbursement	10,000	10,000	-	1,171	11.71%	3,391	-65.47%
437145	Sale Of Assets	-	-	210,000	210,000	**	-	100.00%
437195	Other Revenue	1,500	1,500	-	-	0.00%	450	-100.00%
TOTAL REVENUES		\$ 761,500	\$ 761,500	\$ 193,849	\$ 348,397	45.75%	\$ 348,769	-0.11%
ESTIMATED EXPENDITURES AND OTHER USES								
Salaries and Benefits								
501110	Salaries-Regular	150,735	210,620	16,153	83,602	39.69%	41,724	100.37%
501115	Salaries-Overtime	-	-	96	215	**	-	100.00%
501120	Salaries-Part-Time	2,135	2,135	173	1,044	48.90%	1,035	0.87%
502100	Retirement	37,170	53,965	3,691	19,014	35.23%	4,093	364.55%
502105	Workers' Compensation	-	-	-	-	**	952	-100.00%
502110	Health/Life Insurance	9,720	13,260	1,962	9,180	69.23%	6,860	33.82%
502115	Unemployment Insurance	465	695	-	532	76.55%	-	100.00%
502120	Medicare/FICA	2,220	3,140	228	1,171	37.29%	643	82.12%
502130	Other Benefits	100	715	11	57	7.97%	-	100.00%
Total-Salaries and Benefits		202,545	284,530	22,314	114,815	40.35%	55,307	107.60%
Maintenance and Operations								
602100	Special Department Expense	-	-	26,144	26,144	**	12,679	106.20%
602110	Office Expense	1,000	1,000	-	-	0.00%	21	-100.00%
602115	Postage	200	200	-	208	104.00%	-	100.00%
602140	Materials and Supplies	-	5,000	-	-	0.00%	-	100.00%
603120	Minor Repairs	76,000	76,000	2,833	4,743	6.24%	5,475	-13.37%
604105	Utilities	50,000	50,000	16,840	34,070	68.14%	11,534	195.39%
607100	Membership Dues	-	-	-	4,630	**	-	100.00%
608100	Contractual Services	-	3,043,560	-	607,712	19.97%	-	100.00%
608105	Professional Services	250,000	503,025	61,226	105,252	20.92%	156,998	-32.96%
608130	Temporary Help	-	1,190	594	1,851	155.55%	-	100.00%
611110	O.C. Sanitation User Fee	15,000	15,000	20,933	20,933	139.55%	-	100.00%
610135	Relocation Assistance	-	240,000	-	70,832	29.51%	-	100.00%
Total-Maintenance and Operations		392,200	3,934,975	128,570	876,375	22.27%	186,707	369.39%
Allocated Charges								
612105	Vehicle Replacement Charge	3,070	3,070	256	1,535	50.00%	1,753	-12.44%
612115	Liability Insurance Charge	-	-	-	-	**	3,544	-100.00%
612125	Employee Benefits Charge	-	-	-	-	**	10,949	-100.00%
612140	Information Technology Charge	17,710	17,710	1,476	8,855	50.00%	-	100.00%
612200	Allocated Charges	-	-	-	-	**	3,422	-100.00%
614205	Admin Overhead	26,030	26,030	2,823	14,402	55.33%	-	100.00%
Total-Allocated Charges		46,810	46,810	4,555	24,792	52.96%	19,668	26.05%
Capital Outlay								
760100	Demolition/Condemnation	20,000	320,000	43,459	43,686	13.65%	-	100.00%
790100	Land Acquisition	-	1,961,440	-	1,961,438	100.00%	-	100.00%
Total-Capital Outlay		20,000	2,281,440	43,459	2,005,124	87.89%	-	100.00%
TOTAL EXPENDITURES		\$ 661,555	\$ 6,547,755	\$ 198,898	\$ 3,021,106	46.14%	\$ 261,682	1054.50%
REVENUES OVER (UNDER) EXPENDITURES		\$ 99,945	\$ (5,786,255)	\$ (5,049)	\$ (2,672,709)		\$ 87,087	

\* = Actual data is reported through December.

**Housing Authority Fund (Fund 285) - Fund Balance Status**

Available Fund Balance as of June 30, 2020	\$ 15,593,383
Estimated increase (decrease) of fund balance during Fiscal Year 2020-21	<u>(5,659,430)</u>
<b>Projected Available Fund Balance as of June 30, 2021</b>	<b><u><u>\$ 9,933,953</u></u></b>

**CITY OF STANTON**  
**FY 2020/21**  
**STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)**  
**JULY 1, 2020 THROUGH DECEMBER 31, 2020**

Account No.	Description	Adopted Budget 2020/21 *	Amended Budget 2020/21 *	YTD Actual 2020/21	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
<b>Street Projects</b>							
710205	Citywide Street Rehabilitation - Fiscal Year 2020/21	\$ 1,074,000	\$ 1,074,000	\$ 666,656	\$ 186,756	79.5%	\$ 158,488
710205	Design of Slurry Seal Project	-	8,925	8,330	-	93.3%	595
710200	Slurry Seal Construction - Fiscal Year 2020/21	613,000	613,000	488,201	186,899	110.1%	-
710106	Traffic Signal Improvements - Fiscal Year 2020/21	205,000	205,000	-	-	0.0%	205,000
710125	City-wide Concrete Repair - Fiscal Year 2020/21	52,000	52,000	-	-	0.0%	52,000
710190	Design of Citywide Street Reconstruction Project	-	37,425	6,526	30,899	100.0%	-
710190	Miscellaneous Street Repairs - Fiscal Year 2020/21	26,000	26,000	-	-	0.0%	26,000
710195	Citywide Concrete Improvement Project - Fiscal Year 2019/20	-	75,600	12,222	63,377	100.0%	1
<b>Total Street Projects</b>		<b>\$ 1,970,000</b>	<b>\$ 2,091,950</b>	<b>\$ 1,181,935</b>	<b>\$ 467,931</b>	<b>78.9%</b>	<b>\$ 442,084</b>
<b>Parks Projects</b>							
750102	Park Master Plan	\$ 103,000	\$ 103,000	\$ -	\$ -	0.0%	\$ 103,000
750111	Hollenbeck Rubber Replacement	205,000	205,000	-	-	0.0%	205,000
750121	Premier Park Play Equipment and Rubber	205,000	205,000	-	-	0.0%	205,000
750132	Harry Dotson Rubber	72,000	72,000	-	-	0.0%	72,000
<b>Total Parks Projects</b>		<b>\$ 585,000</b>	<b>\$ 585,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ 585,000</b>
<b>Sewer</b>							
730105	Sewer Improvements - Fiscal Year 2020/21	\$ 1,635,000	\$ 1,635,000	\$ 14,522	\$ 5,453	1.2%	1,615,025
<b>Total Sewer</b>		<b>\$ 1,635,000</b>	<b>\$ 1,635,000</b>	<b>\$ 14,522</b>	<b>\$ 5,453</b>	<b>1.2%</b>	<b>\$ 1,615,025</b>
<b>GRAND TOTAL</b>		<b>\$ 4,190,000</b>	<b>\$ 4,311,950</b>	<b>\$ 1,196,457</b>	<b>\$ 473,384</b>	<b>38.7%</b>	<b>\$ 2,642,109</b>
<b>Funding Source</b>							
211	Gas Tax Fund	\$ 120,340	\$ 204,865	\$ 20,552	\$ 63,377	41.0%	\$ 120,936
215	Road Maintenance Rehabilitation Account (RMRA) (SB-1)	810,850	848,275	570,182	217,655	92.9%	60,438
220	Measure M Turnback Fund	790,000	790,000	446,391	186,899	80.2%	156,710
262	Traffic Signal Impact Fees Fund	26,000	26,000	-	-	0.0%	26,000
305	Capital Projects Fund (Reserves)	222,810	222,810	144,810	-	65.0%	78,000
310	Park and Recreation Facilities Fund	585,000	585,000	-	-	0.0%	585,000
501	Sewer Maintenance Fund	1,635,000	1,635,000	14,522	5,453	1.2%	1,615,025
<b>GRAND TOTAL</b>		<b>\$ 4,190,000</b>	<b>\$ 4,311,950</b>	<b>\$ 1,196,457</b>	<b>\$ 473,384</b>	<b>38.7%</b>	<b>\$ 2,642,109</b>

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** February 23, 2021

**SUBJECT: ACCEPTANCE OF THE FY19/20 CITY BUILDINGS ABATEMENT AND DEMOLITION PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

### **REPORT IN BRIEF:**

The FY 19/20 City Buildings Abatement and Demolition Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$95,848.00. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of February 23, 2021 and recommends that the City Council accept the completed work performed on this project.

The original construction contract cost for the FY 19/20 City Buildings Abatement and Demolition Project was for \$95,848.00.

### **RECOMMENDED ACTION:**

1. City Council declare this project categorically exempt under the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Accept the completion of improvements for the FY 19/20 City Buildings Abatement and Demolition Project, as certified by the City Engineer, and affix the date of February 23, 2021 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$95,848.00 with AMPCO Contracting, Inc. and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange; and
5. Direct City staff, upon expiration of Directs City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to AMPCO Contracting, Inc. in the amount of \$4,792.40.

**BACKGROUND:**

The project was advertised for bids on April 29, 2020. On May 14, 2020 at 11:00 a.m., two (2) bids were received. Notices announcing the solicitation of bids for this project were posted local on F.W. Dodge publication known as the “Green Sheets” and on Bid America. Staff also sent the notice inviting bids to local contracting companies familiar with the City that have bid on similar projects locally. The lowest bid was for \$95,848.00.

<b>Company</b>	<b>Total</b>
AMPCO Contracting, Inc.	\$ 95,848.00
Interior Demolition, Inc.	\$ 98,168.00

**ANALYSIS/JUSTIFICATION:**

The FY 19/20 City Buildings Abatement and Demolition Project has been completed in conformance with the project plans and specifications, and has been accepted by the City Engineer. The Notice of Completion is required under the terms of the Construction Agreements for this project.

**FISCAL IMPACT:**

Funds for the demolition were appropriated from the Housing Authority on October 13, 2020 when the project was awarded.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Provide a quality infrastructure.

**PUBLIC NOTIFICATION:**

3 - Provide a quality infrastructure

Reviewed by:

/s/ Allan Rigg

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

Concur:

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Michelle Bannigan, CPA  
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager

**ATTACHMENT:**

(1) Notice of Completion

CITY OF STANTON  
7800 KATELLA AVE.  
STANTON, CA 90680

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE SECTION 2738

(Space above this line for Recorder's use)

### NOTICE OF COMPLETION

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

**Notice is hereby given that:**

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is the City of Stanton.
3. The full address of owner is 7800 Katella Avenue, Stanton, CA 90680.
4. The nature of the interest or estate of the owner is: Public Right of Way.
5. A work of improvement on the property hereinafter described was completed on August 25, 2020. The work was the FY 19/20 City Buildings Abatement and Demolition Project.
6. The name of the contractor for such work of improvement was: AMPCO Contracting, Inc.
7. The property on which said work of improvement was completed is in the City of: Stanton, County of Orange, and State of California.

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

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

### VERIFICATION

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

Executed on \_\_\_\_\_, 2021, at Stanton, California.

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

# CITY OF STANTON

## REPORT TO CITY COUNCIL

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

**DATE:** February 23, 2021

**SUBJECT: RESOLUTION AUTHORIZING STAFF TO APPLY FOR THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS - ROUND 4**

### REPORT IN BRIEF:

To approve and submit an application for grant funding for the Norm Ross Sports Complex Renovation Project.

### RECOMMENDED ACTION:

1. City Council declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378( b)( 4) — The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and

2. Approve Resolution No. 2021-05, entitled:

**“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS”;** and

3. Authorize the City Manager or designee to apply for subject grants.

### BACKGROUND:

On July 30, 2020 the State of California Department of Parks and Recreation formally announced a Notice of Funding Opportunity to apply for \$395,302,155 in available funding through the Proposition 68 Statewide Park Development and Community Improvement Revitalization Program (SPP). This is the 4<sup>th</sup> and final round of this competitive program which focuses on creating new parks and recreation opportunities in underserved and park poor communities across California.



## **ANALYSIS/JUSTIFICATION:**

Staff has identified the Norm Ross Sports Complex as the potential location for funding within the program scope and requirements of the grant. The Norm Ross Sports Complex, a Garden Grove Unified School District property located at 11150 Santa Rosalia Street, has been operating as a joint-use multi-purpose recreational facility for both the City and District since July 12, 1983. City staff has identified this location for revitalization and is preparing a grant application to the SPP to seek funding for the 4.3 acre park to include design, development and construction that will serve the City and District for continued recreational use.

The Community Services Department has held a series of public outreach meetings to collect input from our community on the most needed amenities to improve this site. In addition, the City is seeking to purchase additional property on a vacant lot on Beach Boulevard to improve access and add parking space for visitors to the site.

Staff retained the services of David Volz Design (DVD, designer of Stanton Central Park, Dotson Park, and Veterans' Park) to prepare the conceptual design and planning for grant submittal. On January 25, 2021, the final conceptual plan was recommended for approval by the Parks, Recreation and Community Services Commission. The Commission reviewed feedback from surveys and outreach meetings and found that a majority of residents provided input to move forward with the final concept plan.

Adoption of the proposed Resolution will authorize staff to complete and submit the application for this grant. An adopted Resolution is required as part of the application packet. The Resolution designates the City Manager or designee to represent the City on all matters regarding the application and Project.

## **FISCAL IMPACT:**

The minimum grant per application is \$200,000 with a maximum amount of \$8,500,000. No match is required.

## **ENVIRONMENTAL IMPACT:**

City Council declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378( b)( 4) — The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

## **LEGAL REVIEW:**

None

**PUBLIC NOTIFICATION:**

Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

1. Provide a Safe Community
3. Promote a Quality Infrastructure
5. Provide a High Quality of Life

Prepared by:

Approved by:

/s/ Zenia Bobadilla

/s/ Jarad L. Hildenbrand

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Zenia Bobadilla  
Community Services Director

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Jarad L. Hildenbrand  
City Manager

**ATTACHMENT:**

- A. Resolution No. 2021-05

## RESOLUTION NO. 2021-05

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

**WHEREAS**, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

**WHEREAS**, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

**WHEREAS**, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project.

**NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL HEREBY: APPROVES THE FILING OF AN APPLICATION FOR THE NORM ROSS SPORTS COMPLEX AND;**

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

**ADOPTED, SIGNED AND APPROVED** this 23<sup>rd</sup> day of February, 2021.

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DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

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HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-03 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 January 26, 2021 and that the same was adopted, signed and approved by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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PATRICIA A. VAZQUEZ, CITY CLERK

# CITY OF STANTON

## REPORT TO CITY COUNCIL

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

**DATE:** February 23, 2021

**SUBJECT: APPROVAL OF CONTRACT WITH FLOCK SAFETY**

### **REPORT IN BRIEF:**

On January 26, 2021 the City Council approved the leasing of an additional 26 cameras from Flock Safety. The attached contract memorializes this approval.

### **RECOMMENDED ACTION:**

1. City Council declare this action is not a project per CEQA; and
2. Approve the contract with Flock Safety for 26 Automatic License Plate Readings cameras.

### **BACKGROUND:**

In February of 2020, 10 cameras from Flock were approved to be leased and installed in the City. In October of 2020 the cameras became operational due. The delay was due to issues that the Sheriff's Department needed to resolve regarding contractual issues. In the few months since then they have become an invaluable tool to the Department. On January 26, 2021 the City Council authorized the leasing of an additional 26 cameras.

### **ANALYSIS/JUSTIFICATION:**

The initial leasing of the 10 cameras was done per a purchase order with no formal contract. As a contract is needed for the larger approval of the 26 cameras, the attached contract includes all 36 cameras. The term of the agreement is until June 30, 2022.

### **FISCAL IMPACT:**

A portion of the funds have previously been appropriated from the State for the Citizens Option for Public Safety (COPS) program. These are restricted funds that can only be used for specific public safety expenditures. Funding for FY 21/22 will be part of the new budget for this period.

The maximum contract amount includes a new payment for FY 21/22 for the initial 10 cameras of \$23,000 (including data retention), payment of \$72,800 for FY 21/22 for the new 26 cameras, payment of \$6,500 for the installation of the new 26 cameras, and payment of \$25,000 for leasing and data retention for the new 26 cameras between an estimated installation date of March 1, 2021. The total of these is \$127,300.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

The City Attorney has reviewed and modified the attached contract with Flock. A standard City contract is not needed.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

1 – Provide a safe community.

**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

Prepared by:

Concur:

/s/ Allan Rigg

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

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Michelle Bannigan, CPA  
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

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Jarad Hildenbrand  
City Manager

Attachments:

(1) Contract with Flock Safety

**FLOCK GROUP INC.  
SERVICES AGREEMENT  
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**"), any schedules attached thereto, and the Customer's **Supplemental Conditions Addendum** attached hereto and incorporated herein by reference, which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations. To the extent there is any conflict or inconsistency between provisions of the Order Form, Terms, and/or Customer's Supplemental Conditions Addendum, the provisions of Customer's Supplemental Conditions Addendum shall control and prevail.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: City of Stanton	Contact: Allan Rigg
Address: 7800 Katella Ave, Stanton, CA 90680	Phone: 714-890-4203
	E-Mail: ARigg@ci.stanton.ca.us
<b>Usage Fees:</b> \$65,000 per Year (the "Payment Period") <b>Number of Cam-</b>	<b>Initial Term:</b> 12 Months <b>Renewal Term:</b> 12 Months
<b>Installation Fee</b> (one-time) \$6500 <b>Extended Data Retention (1 year)</b> \$7800	Billing Contact: Amanda Cruz – 714-890-4205

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

<b>Flock Group Inc</b>	<b>Customer: City of Stanton</b>
By: Name: Title: Date:	By: Name: Title: Date:

**Flock Group Inc.**

**Order Form  
Stanton, CA  
0001**

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**ADDENDUM**

**CITY OF Stanton SUPPLEMENTAL CONDITIONS**



For purposes of this Addendum to the Agreement between Flock Group, Inc. and the City of Stanton, the term "Contractor" shall refer to Flock Group, Inc., and the term "City" shall be used to refer to the Customer, which is the City of Stanton.

1. California Civil Code Compliance. Contractor is advised of, and agrees it will comply with the requirements of the California Civil Code, Division 3, Part 4, Title 1.81.23 COLLECTION OF LICENSE PLATE INFORMATION [§§1798.90.5 - 1798.90.55] as applicable to an automated license plate recognition (ALPR) operator (also referred to as an "ALPR operator"). Contractor shall maintain reasonable security procedures and practices to protect ALPR information from unauthorized access, destruction, use, modification or disclosure that are at least as protective as the "Flock Safety End to End Data Security Overview," "Flock Safety CJIS Compliance Overview," and "Flock Safety Internet Security Policy," (collectively, referred to as the "Flock Security Policies") as each such policy was in effect as of January 29, 2020. Any amendment to the Flock Security Policies shall be transmitted to the City within 10 days. In the event the City determines in its sole discretion that any amendment to the Flock Security Policies either substantially reduces the privacy or security of Customer Content (including ALPR Footage) or the amendments would violate any State or Federal law, then the City shall have the right to terminate the Agreement and Flock will refund to City a pro-rata portion of the pre-paid Fees for Services not received due to such termination.
2. Disclosure of Security Breach. Contractor is advised of the requirements of the California Civil Code, section 1798.29, requiring notification to any resident of California in the event of breach of the security of the system. Contractor agrees it will notify the City immediately (and in no event more than 24 hours) upon the occurrence of any breach in the security of data that may potentially trigger the need for security breach notifications pursuant to Civil Code section 1798.29 or similar State or Federal law. The parties agree that the City will control the timing and content of any required security breach notification, and agree that Contractor shall fully pay or reimburse the City for the costs of providing any security breach notification required by Civil Code, section 1798.29, or similar State or Federal law, resulting from any security breach of the Flock Safety platform. Contractor's responsibility for the costs of providing such security breach notifications shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to Sections 2.1, 7.4 and 8 of the SaaS Terms of this Agreement.
3. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend with counsel reasonably acceptable to the City, and hold harmless the City and its officials, officers, employees, agents, contractors, consultants, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of or relating to any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Contractor or its employees, subcontractors, or agents. The foregoing obligation of Contractor shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, contractors, consultants, or volunteers and (2) the actions of Contractor or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under the contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause is a material element of the Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. This Section 3 shall survive termination or expiration of this Agreement. Contractor's indemnification obligation pursuant to this Section shall not be limited by any disclaimer or limitation of liability in the Agreement, including but not limited to, Sections 2.1, 7.4 and 8 of the Government Agency Service Agreement.
4. Infringement. Without limiting the generality or applicability of Section 3, above, if a third party makes a claim against the City that any use of the Services in accordance with the terms of this Agreement infringes such third party's intellectual property rights, Contractor, at its sole cost and expense, will defend City against the claim and indemnify City from the damages, losses, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Contractor, provided that City: (i) notifies Contractor promptly in writing of the claim; (ii) gives Con-

tractor sole control of the defense and any settlement negotiations; and (iii) gives Contractor reasonable assistance in the defense of such claim. If Contractor believes or it is determined that the Services violated a third party's intellectual property rights, Contractor may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may terminate City's use rights and refund any unused, prepaid fees City may have paid to Contractor.

5. California Public Records Act Compliance. Notwithstanding Section 4 of the Government Agency Service Agreement, Contractor expressly understands that City is a public agency subject to the California Public Records Act (Cal. Government Code § 6250 et seq.). In the event that City receives a public records request seeking the disclosure of information that Contractor has designated as its "Proprietary Information," City shall notify Contractor, and Contractor shall be allowed to take any reasonable action to preserve the confidentiality of such information. City's obligation shall only extend to notifying Contractor of the request, and City shall have no obligation to preserve the confidentiality unless doing so is in full compliance with the law.
6. Independent Contractor. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any employees used by Contractor in providing said services.
7. Subcontractors. Notwithstanding Section 2.1 of the Government Agency Service Agreement, if Contractor utilizes a third-party subcontractor or other vendor to provide the Services under this Agreement, Contractor shall ensure that such subcontractor(s) or vendor(s) complies with the terms of this Agreement, and shall be jointly and severally liable with the subcontractor/vendor for any breach by the subcontractor/vendor.
8. Insurance. During the entire term of this Agreement and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements: See Exhibit C – Insurance Requirements General.
9. Appropriation. City's funding of this Agreement shall be on a fiscal year basis (July 1 to June 30) and is subject to annual appropriations. Contractor acknowledges that the City is a municipal corporation and is precluded by the California Constitution and other laws from entering into obligations that financially bind future governing bodies. Nothing in this Agreement shall constitute an obligation of future governing bodies to appropriate funds for the purposes of this Agreement. The parties agree that the Initial Term and any renewal term(s) is contingent upon the appropriation of funds by the City. This Agreement will terminate immediately if funds necessary to continue the Agreement are not appropriated. City shall pay Contractor for any services performed in accordance with this Agreement up to the date of termination.
10. Assignment. Contractor shall not assign this Agreement, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City. Notwithstanding, for purposes of this Contract, a merger, acquisition, reorganization, spin-off or other transaction involving a transfer of substantially all of the assets or common stock of either party hereto shall not be deemed an assignment.

#### **GOVERNMENT AGENCY CUSTOMER AGREEMENT**

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW #210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block below ("**Agency**" or "Customer") (each a "**Party**," and together, the "**Parties**").

## RECITALS

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**WHEREAS**, Flock offers a solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Service creates images and recordings of suspect vehicles ("**Footage**") and can provide notifications to Agency upon the authorization from Non-Agency End User ("**Notifications**");

**WHEREAS**, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood home owners associations, businesses, and individual users;

**WHEREAS**, unless legally required, because Footage is stored for no longer than 30 days in compliance with Flock's records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering ("Purpose").

## AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

# 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.



**1.1 "Authorized End User"** shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

**1.2 "Agency Data"** will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 "**Documentation**" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 "**Embedded Software**" will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 "**Flock IP**" will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 "**Footage**" means still images and/or video captured by the Hardware in the course of and provided via the Services.

1.7 "**Hardware**" shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "**Hardware**" excludes the Embedded Software.

1.8 "**Installation Services**" means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 "**Non-Agency End User**" means a Flock's non-Agency customer that has elected to give Agency access to its data in the Flock System for investigative purposes.

1.11 "**Non-Agency End User Data**" means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User for investigative purposes only.

1.12 "**Unit(s)**" shall mean the Hardware together with the Embedded Software.

1.13 "**Web Interface**" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

1.14 "**Aggregated data**" means information that relates to a group or category of customers, from which individual customers' identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

## 2. FLOCK SERVICES AND SUPPORT

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username ("**User ID**"). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which make the Flock Services available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

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# flock safety

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, nontransferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

**2.4 Usage Restrictions.** Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3. Non-agency data may only be accessed for investigative purposes.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding

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resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension.

## 2.7 Installation Services.

**2.7.1 Designated Locations.** Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Agency will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Due to the fact that Agency selects the Designated Location, Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the installation plan driven by Agency's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

**2.7.2 Agency's Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the “**Agency Installation Obligations**”). It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Agency shall be solely responsible for the foregoing. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.7.3 Flock's Installation Obligations.** The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Agency. Following the initial installation of the Hardware, Flock's obligation to perform installation

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work shall cease; however, Flock will continue to monitor the performance of the Units. Agency understands and agrees that the Flock Services will not function without the Hardware.

**2.7.4 Security Interest.** The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

**2.9 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [hello@flock-safety.com](mailto:hello@flock-safety.com). Flock will use commercially reasonable efforts to respond to requests for support.

## 3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

**3.1 Agency Obligations.** Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency



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will not share its account or password with anyone and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities and Agency equipment, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof.

## 4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

**4.1 Confidentiality.** Each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary

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Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency and Non-Agency End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, nonexclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above . As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency.

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# flock safety

**4.3 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.4 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Flock offerings, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

## 5. PAYMENT OF FEES

**5.1 Fees.** Agency will pay Flock the first Usage Fee and the Installation Fee (the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card.

**5.2 Changes to Fees.** Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days 'notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

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**5.3 Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

**5.4 No-Fee Term Access.** Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

## 6. TERM AND TERMINATION

**6.1 Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). *Following the Initial Term, this Agreement will automatically renew for successive renewal terms of the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**6.2 Agency Satisfaction Guarantee.** At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of up to \$500 per camera to cover equipment removal costs. Upon self-elected termination, a refund will be provided, pro-rated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at own convenience upon termination. Advance notice will be provided.

**6.3 Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period.

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Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

**6.4 Effect of Termination.** Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

**6.5 No-Fee Term.** The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

**6.6 Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

## 7. REMEDY; WARRANTY AND DISCLAIMER

**7.1 Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION AND THE SUPPLEMENTAL CONDITIONS ADDENDUM, EXCEPT AS SET FORTH IN THE SUPPLEMENTAL CONDITIONS ADDENDUM, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE .

## **8. LIMITATION OF LIABILITY AND INDEMNITY**

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO

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UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED TWO TIMES THE AMOUNT OF FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO MATTERS STATED IN THE SUPPLEMENTAL CONDITIONS ADDENDUM. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

**8.4 Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the Section 3.2 or this Agreement.

## 9. RECORD RETENTION

**9.1 Data Preservation.** The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

## 10. MISCELLANEOUS

**10.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**10.2 Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

**10.3 Entire Agreement.** This Agreement and the Order Form(s) are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

**10.4 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

**10.5 Costs and Attorneys' Fees.** In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

**10.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The federal and state courts sitting in California will have proper and exclusive jurisdiction and venue



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# flock safety

with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.7 Publicity.** Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**10.9 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

**10.10 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**10.11 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

**10.12 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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# flock safety

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### 1) Insurance.

- (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.
- (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, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); or (3) containing any other exclusion(s) contrary to the terms or purposes of this 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), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.
  - (c) 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.
  - (d) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$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.
- (3) Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:
  - (a) Commercial General Liability

- (i) 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.
    - i. 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 terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement.
  - (ii) 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) Automobile Liability:
- (c) 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.
- (4) Professional Liability (Errors & Omissions):
- (a) 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) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.
- (5) Workers' Compensation:
- (a) 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) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.
- (6) Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- (7) Waiver of Subrogation. All policies of Commercial General Liability and Automobile Liability insurance shall contain or be endorsed to waive subrogation against the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, its officials, officers, employees, agents, and volunteers, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (8) Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees,

agents, and volunteers 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.

- (9) 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 on forms approved by the City, together with all endorsements affecting each policy. 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. 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 and not replaced immediately so as to avoid a lapse in the required coverage, 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.
- (10) Failure to Maintain Coverage. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement effective upon notice.
- (11) 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 transact business of insurance 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.
- (12) Enforcement of Agreement Provisions (non estoppel). Consultant acknowledges and agrees that actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligation on the City nor does it waive any rights hereunder.
- (13) Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Appendix are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
- (14) Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement 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, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory

evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

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## **CITY OF STANTON**

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

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

**DATE:** February 23, 2021

**SUBJECT: APPROVE WAIVING PENALTIES FOR 2021 BUSINESS LICENSES IN RESPONSE TO THE COVID-19 CRISIS**

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

City business licenses are valid for one calendar year (from January 1 through December 31). Each year all businesses are required to renew their business licenses annually by January 31<sup>st</sup> of the new calendar year. Businesses who had a business license in 2020 were required to submit their business license renewal form and pay their required fees by January 31, 2021. Section 5.04.350 of the City's Municipal Code assesses a 10% penalty for each month the business license fee is not paid until such fee and accumulated penalty is paid, provided that the accumulated penalty does not exceed the amount of the license fee that is due. In addition, to business license renewals, penalties are assessed for businesses that fail to obtain a business license prior to opening for business. Staff is requesting City Council approval to waive all penalty assessments for all 2021 business licenses in response to the COVID-19 pandemic.

#### **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. City Council approve waiving all penalties for all 2021 business licenses.

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

The COVID-19 crisis has impacted almost every part of the economy with multiple mandatory Stay at Home Orders throughout California, which have negatively impacted revenues for many local businesses. The State legislature is considering proposed Senate Bill (SB 49), which would provide COVID Relief for business license fees by waiving all penalties. As of February 1, 2021, there are approximately 867 delinquent business licenses pending late renewal that would be subject to the penalty assessments in the City's Municipal Code. Staff

is requesting City Council waive all penalty assessments for 2021 business licenses.

**FISCAL IMPACT:**

The General Fund collected approximately \$1,500 in penalty revenue associated with delinquent business licenses in 2020. This revenue would not be collected during calendar year 2021.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

The City Attorney reviewed the staff report as to form.

**PUBLIC NOTIFICATION:**

Through the regular agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

2. Provide a Strong Local Economy.

Prepared By:

Reviewed by:

Approved by:

/s/ Florence Ruiz

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

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Florence Ruiz  
Administrative Services  
Supervisor

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Michelle Bannigan, CPA  
Finance Director

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Jarad L. Hildenbrand  
City Manager

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

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

**DATE:** February 23, 2021

**SUBJECT: CITY COUNCIL APPOINTMENTS TO FILL FOUR VACANCIES ON THE STANTON PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION FOR TERMS COINCIDING WITH THE CITY COUNCIL ELECTION**

### **REPORT IN BRIEF:**

The Council Member holding the seat corresponding to that numbered seat on the Stanton Parks, Recreation and Community Services Commission shall be responsible for appointment of one Commissioner, with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment. Section 2.06.030 of the Stanton Municipal Code requires the submission of applications and interviews prior to appointment to any position. Section 2.06.030 also provides that the City Council, by majority vote, may waive to the requirement interview persons previously appointed by the City Council and who are requesting re-appointment to another term.

### **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. Conduct an interview with each applicant; and
3. Make appointments to fill seats #3-Ramirez, #4-Warren, #5-Van, and #6-Mayor's Appointment on the Stanton Parks, Recreation and Community Services Commission.

### **BACKGROUND AND ANALYSIS:**

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



**FISCAL IMPACT:**

The Parks, Recreation and Community Services Commission shall consist of seven members serving in a non-paid and voluntary position.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Notification through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Objective1: Provide a save community.

Objective 5: Provide a high quality of life.

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

Prepared By:

Approved by:

/s/ Patricia A. Vazquez

/s/ Jarad L. Hildenbrand

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Patricia A. Vazquez  
City Clerk

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Jarad L. Hildenbrand  
City Manager

Attachments:

- A. Commission Applications – Stanton Parks, Recreation and Community Services Commission



7800 Katella Avenue  
Stanton, California 90680-(714) 379-9222

## COMMISSION APPLICATION

*Application to be considered for the following Commission(s):*  
☒ *Parks and Recreation Commission* ☐ *Planning Commission*

The City of Stanton requests information from community members who are interested in serving on a City Commission. This request does not constitute an appointment as such appointments are made by the City Council.

*Please Note:*

- 1. Information provided on this form is public information and is subject to disclosure and/or distribution; and*
- 2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City limits.*

Name: Tien Do

Residence Address: [REDACTED]

Resident of Stanton Since: 1995

Home Phone: [REDACTED] Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: ☒ YES ☐ NO

Previous Service on any Commission/Board: ☐ YES ☒ NO

If Yes, Which Commission: \_\_\_\_\_ When: \_\_\_\_\_

Are you available to attend evening meeting: ☒ YES ☐ NO

Do you presently contract any services or are you otherwise employed by the City:  
☐ YES ☒ NO

If so, what is the nature of the contract or employment: \_\_\_\_\_

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I am interested because ever since the pandemic started, I have time on my hands now, so I want to utilize my time by helping people and my community. I am bi-lingual; speaking English and Vietnamese.

I am interested in helping people such as elderly seniors who are in need of translational help etc...

Have you participated in any community service projects or civic activities? If yes, please list:

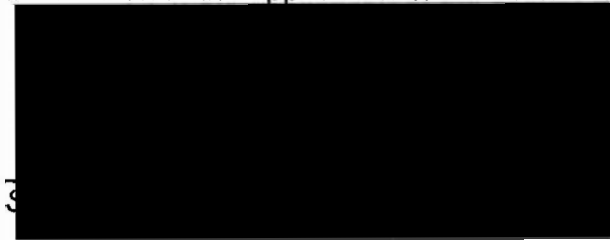
N/A

Please describe your educational background and list any professional or vocational licenses/certificates.

I attended college for a few years at Cal State  
Fullerton majoring in accounting.

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



01/14/2021

Date

INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF STANTON AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.



7800 Katella Avenue  
Stanton, California 90680 (714) 379-9222

## COMMISSION APPLICATION

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Name: **Dezi Ledesma**

Residence Address: [REDACTED]

Resident of Stanton Since: **2009**

Home Phone: **N/A**

Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: ☒ YES ☐ NO

Previous Service on any Commission/Board: ☐ YES ☒ NO

If Yes, Which Commission: \_\_\_\_\_ When: \_\_\_\_\_

Are you available to attend evening meeting: ☒ YES ☐ NO

Do you presently contract any services or are you otherwise employed by the City:  
☐ YES ☒ NO

If so, what is the nature of the contract or employment: \_\_\_\_\_

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

It would be a great honor to able to ac  
It is imperative for me to teach my chil  
I am proudly of Mexican descent and a

Have you participated in any community service projects or civic activities? If yes, please list:

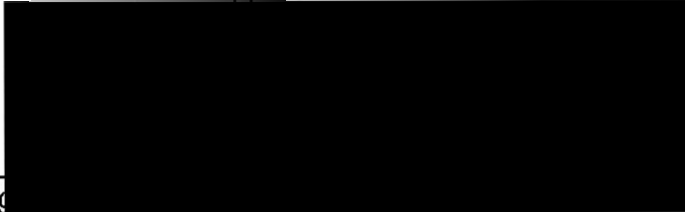
I have had the great opportunity to cor  
I have also had the great opportunity t

Please describe your educational background and list any professional or vocational licenses/certificates.

Child Development BS - Cal State Fullerton  
Certificate to translate in the State of California  
Citizen's Academy City of Stanton

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



Signature

January 10, 2020  
Date

INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF STANTON AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.

## **Application**

**Ms. Dezi Ledesma**

**Address:**

[REDACTED]

**Cell:**

[REDACTED]

**E-Mail:**

[REDACTED]

**Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:**

It would be a great honor to be able to actively be a part of the city of Stanton. As a mother of two small boys I would like to not only participate in the planning of our parks but I also want to set an example.

It is imperative for me to teach my children the importance of actively trying to make a difference in life, not only for themselves but for others, as well.

I am proudly of Mexican descent and as a latin woman would like to represent this demographic population as a woman and mother.

**Have you participated in any community service projects or civic activities? If yes, please list:**

I have had the great opportunity to complete the Citizen's Academy on October of 2020.

I have also had the great opportunity to collaborate with our Council Member Alyce Van by assisting her with my spanish proficiency.

**Please describe your educational background and list any professional or vocational licenses/certificates:**

Child Development BS – Cal State Fullerton

Certificate to translate in the State of California

Citizen's Academy City of Stanton





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Stanton, California 90680 (714) 379-9222

## COMMISSION APPLICATION

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Name: Jennifer Martinez

Residence Address: [REDACTED]

Resident of Stanton Since: 2005

Home Phone: [REDACTED]

Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: ☐ YES ☒ NO

Previous Service on any Commission/Board: ☐ YES ☒ NO

If Yes, Which Commission: \_\_\_\_\_ When: \_\_\_\_\_

Are you available to attend evening meeting: ☒ YES ☐ NO

Do you presently contract any services or are you otherwise employed by the City:  
☐ YES ☒ NO

If so, what is the nature of the contract or employment: \_\_\_\_\_

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I am interested in being of service to my community Stanton has been my home since I can remember. I would like to help

past, present, and future generations unite and collaborate to bring the best of our city so our neighbors, friends and any newcomer

regardless of their gender, race, color and origin feel absolutely at home in this magnificently diverse community.

I am confident that as a 20 year old Latina I can assist as the bridge to narrow if not eliminate the communication gap

between the 43% of Spanish-speaking citizens and their English-speaking counterparts to create and strengthen the community-wide bond.

Have you participated in any community service projects or civic activities? If yes, please list:

I presently volunteer at the Stanton Community Center

I also volunteered at the Stanton Public Library

I participated in the Junior Ambassadors Program in Westminster

In my free time I tutor elementary and high school students

I also serve as a Spanish translator in our community meetings.

Please describe your educational background and list any professional or vocational licenses/certificates.

I graduated high school certified as a bilingual, and I am presently studying to complete my Bachelor's Degree in Business Administration.

At the present time, I am also studying an American Politics course which I will complete at the end of January of this year.

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



Sign

01/13/2021

Date

INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF STANTON AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.



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Name: DeWayne Allen Normand

Residence Address: [REDACTED]

Resident of Stanton Since: 1975

Home Phone: [REDACTED]

Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: ☒ YES ☐ NO

Previous Service on any Commission/Board: ☒ YES ☐ NO

If Yes, Which Commission: Parks and Recs When: 2019-2020

Are you available to attend evening meeting: ☒ YES ☐ NO

Do you presently contract any services or are you otherwise employed by the City:  
☐ YES ☒ NO

If so, what is the nature of the contract or employment: \_\_\_\_\_

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I love the City of Stanton and the Parks and Recreation are specifically something my family enjoys being a part of.

The events and ammeneties are something I am very  
interested in being a part of and forming the future for  
all our visitors. Im proud to have served over the last few years on the  
commission and look forward to continuing

Have you participated in any community service projects or civic activities? If yes, please list:

Yes, any and all events that are available I have been involved

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Please describe your educational background and list any professional or vocational licenses/certificates.

Purdue University Gloabl

Purdue University Gloabl

Purdue University Gloabl

Purdue University Gloabl

Purdue University Gloabl

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



Signature

12-15-2020

Date

INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF STANTON AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.



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- 2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City limits.*

Name:

Jose Ortega

Residence Address:

[REDACTED]

Resident of Stanton Since:

[REDACTED]

2015

Home Phone:

[REDACTED]

Cell Phone:

[REDACTED]

E-Mail

[REDACTED]

Registered Voter in the City of Stanton:

☒ YES

☐ NO

Previous Service on any Commission/Board: ☐ YES ☒ NO

If Yes, Which Commission: \_\_\_\_\_ When: \_\_\_\_\_

Are you available to attend evening meeting: ☒ YES ☐ NO

Do you presently contract any services or are you otherwise employed by the City:  
☐ YES ☒ NO

If so, what is the nature of the contract or employment: \_\_\_\_\_

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I work full time for the county of Orange assisting  
applicants apply for Medical. I enjoy helping the  
community. I want to have other experience in helping  
other ways.

Have you participated in any community service projects or civic activities? If yes, please list:

I was part of the city of Stanton's Citizen's academy.



Please describe your educational background and list any professional or vocational licenses/certificates.

I've taken several classes in behavioral health at cypress college. I've earned my certificate in Human services Generalist.

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am selected for the appointment.

[Redacted Signature]

Signature

1/12/2021  
Date

INDIVIDUALS NEEDING ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF STANTON AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.



7800 Katella Avenue  
Stanton, California 90680 (714) 379-9222

## COMMISSION APPLICATION

*Application to be considered for the following Commission(s):*

☒ *Parks and Recreation Commission* ☐ *Planning Commission*

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*Please Note:*

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- 2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City limits.*

Name: Nhung Bach Thuy Pham

Residence Address: [REDACTED]

Resident of Stanton Since: 2010

Home Phone: [REDACTED] Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: ☒ YES ☐ NO

Previous Service on any Commission/Board: ☐ YES ☒ NO

If Yes, Which Commission: \_\_\_\_\_ When: \_\_\_\_\_

Are you available to attend evening meeting: ☒ YES ☐ NO

Do you presently contract any services or are you otherwise employed by the City:  
☐ YES ☒ NO

If so, what is the nature of the contract or employment: \_\_\_\_\_

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I'd like our parks is always a safe and clean place for kids and family to enjoy. Besides, I'd like there are more activities for our residents, especially for kids. As a mom caring about kids and family, I always wish Stanton becomes a better place to live.

Have you participated in any community service projects or civic activities? If yes, please list:

I did not participated in any community service projects. I hope this is a good chance for me to contribute myself to our community. I'd like to try my best and whatever I can to make our recreation more interesting to enrich people's life in our city.

Commission Application

Please describe your educational background and list any professional or vocational licenses/certificates.

I graduated university in Viet Nam and had some classes in college in America. Have been living in Stanton for 10 years, I always have a wish that our city will be one of a good place to live. I hope this is a good chance for me to join in community to contribute services for people.

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in this application in the event I am selected for the appointment.

01/13/2021

Date

ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF STANTON AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.



7800 Katella Avenue  
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## COMMISSION APPLICATION

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Name: **Helen Sanchez**

Residence Address: [REDACTED]

Resident of Stanton Since: **1995**

Home Phone: [REDACTED]

Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: ☒ YES ☐ NO

Previous Service on any Commission/Board: ☐ YES ☒ NO

If Yes, Which Commission: \_\_\_\_\_ When: \_\_\_\_\_

Are you available to attend evening meeting: ☒ YES ☐ NO

Do you presently contract any services or are you otherwise employed by the City:  
☐ YES ☒ NO

If so, what is the nature of the contract or employment: \_\_\_\_\_

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I have always been interested in serving my community of Stanton. I have lived in Stanton over 25 years and have previously served  
on the Stanton Youth Action Alliance when it originally formed on community events from events pertaining to the recreation facilities,  
recreation and youth services (after-school programs), and community events (Easter Egg Hunt, Halloween festival, etc). I have also been previously  
an engineer for the Environmental Protection Agency (EPA) and bring along experience serving underserved communities at the US-Mexico Border and providing  
grants for wastewater and drinking water infrastructure for those communities. This well-rounded experience will benefit in serving Stanton in the the Parks and Recreation Commission.

Have you participated in any community service projects or civic activities? If yes, please list:

Yes, I had been a part of the Stanton Youth Action Alliance  
about 15 years ago. I also volunteered heavily my time in the Christmas  
Toy FireTruck Giveaways, Halloween festivities, Easter Egg Hunt, and  
after-school programs at the Stanton Recreation Community Center.

Please describe your educational background and list any professional or vocational licenses/certificates.

I have a B.S in Chemical Engineering from UCI, M.S in Environmental Science from CSULA, and a Ph.D in Civil & Environmental Engineering from UCLA.

I have a B.S in Chemical Engineering from UCI, M.S in Environmental Science from CSULA, and a Ph.D in Civil & Environmental Engineering from UCLA.

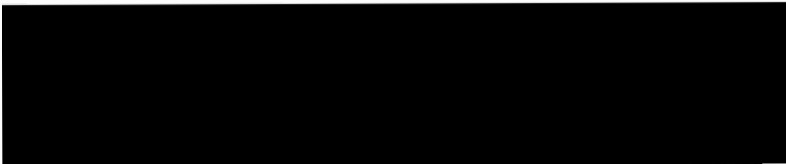
I have a B.S in Chemical Engineering from UCI, M.S in Environmental Science from CSULA, and a Ph.D in Civil & Environmental Engineering from UCLA.

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I have a B.S in Chemical Engineering from UCI, M.S in Environmental Science from CSULA, and a Ph.D in Civil & Environmental Engineering from UCLA.

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



Signature

1/13/21

Date

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## COMMISSION APPLICATION

*Application to be considered for the following Commission(s):*  
☒ Parks and Recreation Commission ☐ Planning Commission

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Name: Carlos Vazquez

Residence Address: [REDACTED]

Resident of Stanton Since: 2000

Home Phone: N/A

Cell Phone: [REDACTED]

E-Mail [REDACTED]

Registered Voter in the City of Stanton: ☒ YES ☐ NO



Previous Service on any Commission/Board: ☐ YES ☒ NO

If Yes, Which Commission: \_\_\_\_\_ When: \_\_\_\_\_

Are you available to attend evening meeting: ☒ YES ☐ NO

Do you presently contract any services or are you otherwise employed by the City:  
☐ YES ☒ NO

If so, what is the nature of the contract or employment: \_\_\_\_\_

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I wish to serve in this commission because it provides an opportunity for the young voices in the community

to be heard. I grew up in this city and have seen the positive changes it has undergone over the years,

and I see my input as an artist, musician, and Latino citizen to be an influential voice on the commission.

My vast array of skills include photography, video editing, 3D modelling, animation, and drawing/painting; with these skills,

as well as my involvement at St. Polycarp Catholic Church as a choir musician, I believe I can be an asset on the commission.

Have you participated in any community service projects or civic activities? If yes, please list:

As a senior in high school, I participated in the Spring 2018 midterm election as a volunteer at a

local voting precinct. I've submitted a new flag design for the city roughly two years ago,

around the time the city of Anaheim voted on and implemented a new flag design. I've been a

violinist for my choir at St. Polycarp Catholic Church, and have been volunteering for almost ten years now.

My father was put in charge of the Hispanic choirs recently, and I've been helping him organize our set lists.

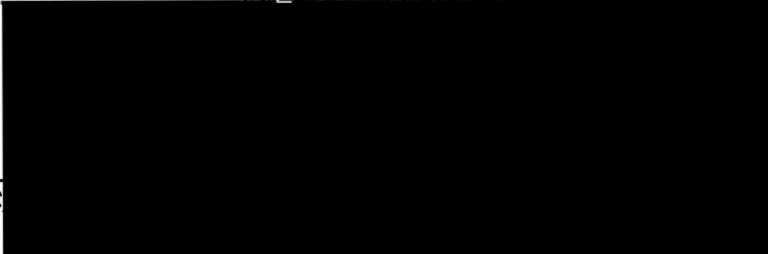
Please describe your educational background and list any professional or vocational licenses/certificates.

~~Currently, I am studying to be a CG/VFX artist at California State University, Fullerton. I have~~  
experience working on projects that revolve around the following: video editing, traditional  
~~animation, motion graphics, 3D modeling, drawing/painting with oil paint and charcoal, public~~  
speaking, and collaboration with others.

~~I've also been involved with my high school yearbook as a lead photo editor, where I was~~  
responsible for maintaining quality photos in the book, as well as editing some of the photos  
~~myself. I learned how to work as a team and learn from others by listening to their ideas.~~

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



1-14-2021

Date

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## COMMISSION APPLICATION

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*Please Note:*

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Name: John Warren

Residence Address: [REDACTED]

Resident of Stanton Since: 1989

Home Phone: [REDACTED] Cell Phone [REDACTED]

E-Mail [REDACTED]

Registered Voter in the City of Stanton: ☒ YES ☐ NO

Previous Service on any Commission/Board: ☒ YES ☐ NO

If Yes, Which Commission: Park, Rec and CS When: 2017-Present

Are you available to attend evening meeting: ☒ YES ☐ NO

Do you presently contract any services or are you otherwise employed by the City:

☐ YES ☒ NO

If so, what is the nature of the contract or employment: \_\_\_\_\_

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

With support of my fellow Commissioners I have served as the Chair of the Stanton Parks, Recreation and Community Services Commission for the last two years. My work experience includes marketing, graphic design, web programming, market research, and analytics. Since joining the Commission, I have encouraged additional community input for park grants, including social media engagement and in person on-site meetings.

Have you participated in any community service projects or civic activities? If yes, please list:

My volunteer work in Stanton began with my Eagle Scout project in 2006, where I created carnival games for the city and charities to use at city events. Starting in 2011, I participated in the Stanton car show committee, including graphic design for promotions. In 2015, I participated in the Stanton 60th anniversary committee, helping plan activities for the following year. In 2016, I created a mural for Stanton Central Park and provided historical input. Since starting on the Commission in 2017, I have introduced programs such as the utility box mural's and Love Stanton, a community volunteer program.

Please describe your educational background and list any professional or vocational licenses/certificates.

I am an award winning professional graphic artist. I studied at the Art Institute of Orange County for graphic design and was a featured artist. I am currently attending Cypress College for a political science transfer degree to Cal State Long Beach. In 2018, I volunteered with the Native American Intertribal Student Alliance (NAISA) Club at Mt. San Antonio College, earning a President's Student Sustainability Award.

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



Signature

1/11/21

Date

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# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** February 23, 2021

**SUBJECT: ADOPTION OF RESOLUTION NO. 2021-04 APPROVING THE THIRD AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT WITH CR&R, WHICH PROVIDES FOR CHANGES IN CART SERVICE AND CHARGES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS**

### **REPORT IN BRIEF:**

On February 9, 2021 the City Council approved the addition of a recyclable cart to residential service and changes in the residential and commercial rates. This contract amendment includes these changes.

### **RECOMMENDED ACTION:**

1. City Council declare that the project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15308 – Action by regulatory agencies for protection of the environment; and
2. Adopt Resolution Number 2021-04 approving the Third Amendment to the Amended and Restated Exclusive Franchise Agreement for an Integrated Waste Management System with CR&R to provide for the Separate Collection/Disposal of Organic Materials, entitled:

**“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR AN INTEGRATED WASTE MANAGEMENT SYSTEM”.**

### **BACKGROUND:**

CR&R has been the City's franchised hauler of refuse and recyclables for 26 years. The franchise agreement was negotiated in 1990, was restated in 2012, and amended in 2015 and 2016. Changes to the agreement can be done through amendments approved by the City Council.

## **ANALYSIS/JUSTIFICATION:**

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

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

These changes were approved by the City Council on February 9, 2021. The changes would be implemented by CR&R beginning April 1, 2021

## **FISCAL IMPACT:**

Waste fees are collected by CR&R directly, so this action has no direct cost to the City. The franchise agreement with CR&R calls for a 10% franchise fee, so the fees will decrease for commercial service and increase for residential service as a result of this action.

## **ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15308.

## **LEGAL REVIEW:**

The City Attorney has reviewed and approved the amendment and resolution.

## **PUBLIC NOTIFICATION:**

Notifications were performed through normal agenda process.

## **STRATEGIC PLAN OBJECTIVE ADDRESSED:**

5 – Provide a high quality of life

Prepared by:

/s/ Allan Rigg

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Allan Rigg  
Public Works Director

Approved by:

/s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager

**Attachments:**

A. Resolution No. 2021-04



## RESOLUTION NO. 2021-04

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR AN INTEGRATED WASTE MANAGEMENT SYSTEM**

**WHEREAS**, the City of Stanton and CR&R Incorporated ("CR&R") previously entered into that certain Amended and Restated Agreement for an Integrated Waste Management System dated May 22, 2012 ("Agreement"); and

**WHEREAS**, the parties then amended the Agreement in that First Amendment to Amended and Restated Agreement for an Integrated Waste Management System dated October 27, 2015; and

**WHEREAS**, the parties then amended the Agreement in that Second Amendment to Amended and Restated Agreement for an Integrated Waste Management System dated May 10, 2016; and

**WHEREAS**, the City and CR&R wish to further amend the Agreement as amended by the First and Second Amendment to add a third container to residential cart service for recyclable materials and to allow for changes in rates ("Third Amendment"); and

**WHEREAS**, Public Resources Code sections 40059 and 49300 authorize the City to award a solid waste franchise subject to the terms and conditions specified by ordinance and resolution; and

**WHEREAS**, the City Council wishes to approve the Third Amendment in this Resolution.

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

**SECTION 1. Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

**SECTION 2. Third Amendment.** The City Council of the City of Stanton, hereby approves the "Third Amendment to the Amended and Restated Exclusive Franchise Agreement for an Integrated Waste Management System," attached as Exhibit A and incorporated by this reference.

**SECTION 3. Severability.** The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

**SECTION 4. Effective Date.** This Resolution shall take effect immediately and the modifications shall be implemented April 1, 2021.

**SECTION 5. Certification.** The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption thereof.

**ADOPTED, SIGNED AND APPROVED** this 23<sup>rd</sup> day of February, 2021.

\_\_\_\_\_  
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. 2021-04 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 23, 2021 and that the same was adopted, signed and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

**EXHIBIT “A”**

**THIRD AMENDMENT**

[attached behind this page]

## AMENDMENT NUMBER 3

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### CITY OF STANTON

#### THIRD AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR AN INTEGRATED WASTE MANAGEMENT SYSTEM

##### 1. PARTIES and DATE.

This Third Amendment to the Amended and Restated Exclusive Franchise Agreement for an Integrated Waste Management System ("Third Amendment") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Stanton, a municipal corporation ("City") and CR&R Incorporated, a California corporation ("Contractor"). The City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties".

##### 2. RECITALS.

2.1 Agreement. The Parties entered into that certain Amended and Restated Agreement for an Integrated Waste Management System dated May 22, 2012 ("Agreement") in order to provide for the collection, handling, and diversion of solid waste in Stanton in compliance with all requirements of state and federal law. The Agreement was amended in that First Amendment to Amended and Restated Agreement for an Integrated Waste Management System dated October 27, 2015 ("First Amendment"). The Agreement was amended in that Second Amendment to Amended and Restated Agreement for an Integrated Waste management System dated May 10, 2016 ("Second Amendment").

2.2 Third Amendment. The Parties desire to enter into this Third Amendment to the Agreement to amend certain aspects of the Agreement related to the matters discussed below, including without limitation, addressing recyclable material, organics cost, and audits.

##### 3. AMENDMENTS.

3.1 Section 4.3 is hereby amended in its entirety and restated to read as follows:

"4.3 Automated Residential Collection: Contractor shall implement and operate an automated system for collection of solid waste from all single family detached dwellings in the City. The System shall include the issuance to each residence of a 100 gallon automated refuse can which shall be maintained and replaced by Contractor. Additional cans shall be made available at the rate specified in Exhibit 'A'.

In advance of the implementation date Contractor shall conduct a public information program by mailed notice and any other reasonable means to adequately alert and inform the residents of the automated system. The program shall include information describing the system, the implementation date, the need for cooperation and involvement, and the information required by in 4.2, above.

On or before October 1, 2016, Contractor shall implement an Organics collection program citywide for all Residential customers

## AMENDMENT NUMBER 3

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in the City. This shall include the delivery to every residence subscribed to curbside cart services, an Organics cart with a green lid clearly identifying the cart for Organic materials only. The Organics cart shall be maintained and replaced by Contractor. Such Organics program will necessitate a separate Collection vehicle to collect Organics material separate from the other collection vehicles. Additional Such Organic Waste collected by Contractor shall be delivered to the Anaerobic Digester Processing Facility (AD Facility) as provided in Section 4.11(b).

Said Organics program shall include applicable public outreach as approved by the City to encourage customers to include all types of Organics within the new Organics waste cart program. Said education shall be, but not limited to, Organics graphics applied to the lids of the new Organics carts, cart tags, and education fliers sent to every single family detached dwelling customer. All new carts shall depict the Organics material allowed in the Organics program.

On or before April 1, 2021, Contractor shall also provide to every residence subscribed to curbside cart services a Recyclable cart with a blue lid clearly identifying the cart for Recyclable solid waste, only. Such Recyclable program will necessitate a separate Collection vehicle to collect Recyclable solid waste separate from the other collection vehicles.

In addition, Contractor shall provide a reduced solid waste, recyclable, and organic waste service option for residential customers where a member of the household is sixty-five years of age or greater as set forth in Section 8.”

3.2 Section 4.11 is hereby amended in its entirety and restated to read as follows:

“4.11(a) Commercial Organics Waste Collection:

i. Recycling Program

Contractor shall implement recycling and organic diversion programs for commercial entities in accordance with the requirements of AB 341 (Mandatory Commercial Recycling) and AB 1826 (Organic Waste). Contractor shall use its best efforts to bring commercial entities that meet the criteria of AB 341 and AB 1826 in compliance with State law.

4.11(b) Commercial Organics Waste Collection:

i. Organic Waste

To comply with new State legislation of AB 341 (Mandatory Commercial Recycling) and AB 1826 (Organic Wastes), Contractor shall direct and deliver all Residential and Commercial Organic

## AMENDMENT NUMBER 3

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Waste generated and collected from the approved programs within the City to Contractor's AD Facility in the City of Perris, California. The AD Facility may be modified by mutual agreement. Commercial Organic Waste Collection services shall be charged rates as approved by the City Council, as provided in Exhibit 'A'. All Organic Waste processed in the AD Facility shall be diverted from the landfill and receive diversionary credit. Commercial and Multi-family customers shall have the option of diverting their Organic Waste through Contractor's provided through the Organics Program."

#### 4. REMAINING PROVISIONS OF AGREEMENT.

Except as otherwise specifically set forth in this Third Amendment, the remaining provisions of the Agreement, as amended by the First Amendment and the Second Amendment, shall remain in full force and effect. Any references to the "Agreement" in the Agreement shall refer to the Agreement, as amended by the First, Second, and Third Amendments.

CITY OF STANTON

BY: \_\_\_\_\_  
David Shawver  
Mayor

CR&R INCORPORATED

BY: \_\_\_\_\_  
Dean A. Ruffridge  
Senior Vice President

ATTEST:

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

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
HongDao Nguyen  
City Attorney

## AMENDMENT NUMBER 3

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Exhibit "A"