



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, FEBRUARY 28, 2023 - 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. On September 17, 2021, Governor Newsom signed AB 361 related to the Brown Act and remote meetings during the state of emergency. AB 361 allows local agencies to continue to conduct remote or “Zoom” meetings during a declared State of Emergency. Pursuant to AB 361, please be advised that some or all of the Stanton City Council members may participate in meetings via teleconference (*electronically/telephonically*). The health and well-being of our residents is the top priority for the City of Stanton, and you are urged to take all appropriate health safety precautions given the health risks associated with COVID-19.

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

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

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

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

1. Dial the following phone number +1 (669) 444-9171 (US).
2. Dial in the following **Meeting ID: (868 4241 3782)** to be connected to the meeting.

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

- <https://us02web.zoom.us/j/86842413782?pwd=bS9ta3FHcVQyNU4zcVhLb2NJSExmQT09>

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

- Attend in person and complete and submit a request to speak card to the City Clerk.
- E-Mail your comments to Pvazquez@StantonCA.gov with the subject line “PUBLIC COMMENT ITEM #” (*insert the item number relevant to your comment*). Comments received no later than 5:00 p.m. before the scheduled meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

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

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

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

1. **CLOSED SESSION** **None.**

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

3. **PLEDGE OF ALLEGIANCE**

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

5. **SPECIAL PRESENTATIONS AND AWARDS**
 - 5A. Sponsorship Update – 2022 Santa's Siren Express event report and update.
 - 5B. Townsend Public Affairs State and Federal Legislative report and update.

6. **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

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

RECOMMENDED ACTION:

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

6B. APPROVAL OF WARRANTS

City Council approve demand warrants dated January 27, 2023 – February 9, 2023, in the amount of \$1,553,054.86.

6C. APPROVAL OF MINUTES

City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – February 14, 2023.

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

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

RECOMMENDED ACTION:

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

6E. PURCHASE ORDER APPROVAL FOR A GENERATOR FOR THE STANTON COMMUNITY CENTER IMPROVEMENT PROJECT (TASK CODE 2023-603)

The Public Works Department is proposing to purchase a generator for the Stanton Community Center Improvement Project in the amount of \$130,387.74. The generator is an essential piece of equipment that provides a secondary source of power when there is an electric failure and will support the City's ability to deliver essential services to the public during emergencies, including pandemics such as COVID-19.

RECOMMENDED ACTION:

1. City Council declare that this action to be categorically exempt under the California Environmental Quality Act ("CEQA"), since the action herein does not constitute a "project" as defined by Section 15378 of the CEQA guidelines; and
2. Declare that the Generac Power Systems, Inc. quote using a Sourcwell purchasing contract is in accordance with the Purchasing and Contracting Guidelines Section 4.13; and
3. Authorize a purchase order for a generator from Generac Power Systems, Inc. in the amount of \$130,387.74.

6F. LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR STANTON PARK

In order to continue the License Agreement for Stanton Park (Assessor's Parcel Numbers 131-091-19 and 131-091-29) between Southern California Edison (SCE) and the City of Stanton, it is necessary to approve the proposed agreement for a term of five (5) years commencing July 1, 2023 and ending on June 30, 2028. The City will pay SCE the sum of \$6,713.74 for the term of the contract.

RECOMMENDED ACTION:

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, 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; and
2. Approve the Southern California Edison License Agreement No. 9.1976 to continue leasing Assessor's Parcel Numbers 131-091-19 and 131-091-29 for Stanton Park for a five-year period commencing July 1, 2023 to June 30, 2028; and
3. Authorize the City Manager to execute said agreement.

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS None.

8. UNFINISHED BUSINESS

8A. APPROVAL OF ORDINANCE NO. 1127

This Ordinance was introduced at the regular City Council meeting of February 14, 2023.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1127, entitled:

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

2. City Council adopt Ordinance No. 1127.

9. NEW BUSINESS

9A. AUTHORIZATION FOR COUNCIL MEMBERS TO ATTEND UPCOMING MEETINGS AND EVENTS

Pursuant to the City of Stanton Travel and Reimbursement policy, a Council Member must receive City Council approval prior to a trip if the trip will exceed \$500. Council will consider the following requests for travel:

- Mayor David J. Shawver
 - Event: Public-Private Partnership Conference & Expo
 - Location: Dallas, TX
 - Dates: March 6 – 8, 2023
- Mayor David J. Shawver
 - Event: League of California Cities 2023 City Leaders Summit
 - Location: Sacramento, CA
 - Dates: April 12 – 14, 2023
- Mayor Pro Tem Hong Alyce Van
 - Event: League of California Cities 2023 City Leaders Summit
 - Location: Sacramento, CA
 - Dates: April 12 – 14, 2023
- Council Member Donald Torres
 - Event: League of California Cities 2023 City Leaders Summit
 - Location: Sacramento, CA
 - Dates: April 12 – 14, 2023.

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. Authorize Council Members attendance at the proposed meetings and events as desired and authorize staff to make a budget adjustment as needed to cover registration and travel costs.

9B. APPROVE THE BUDGET ADJUSTMENTS PROPOSED FOR THE MID-YEAR BUDGET UPDATE FOR FISCAL YEAR 2022/23; AND RATIFY PURCHASE FROM CONTINENTAL COMPUTERS

During the course of the fiscal year, it is often necessary to adjust estimated revenues and expenditure appropriations in various program areas, projects, and funds. All of the proposed changes to the Fiscal Year 2022/23 Adopted Operating Budget, including detailed explanations, are presented in Attachment A.

Overall, General Fund revenue is increasing by \$549,190 and expenditures are increasing by \$348,054 resulting in a net increase of \$201,136, which will increase the General Fund's available fund balance to a revised projected amount of \$26.2 million by June 30, 2023.

In addition to approving the proposed budget adjustments, staff is recommending City Council ratify the payment of \$41,274.46 made to Continental Computers for the Blue Light Camera Program (Attachment F).

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. City Council approve the budget adjustments summarized in Attachment A; and
3. Ratify the payment of \$41,274.46 to Continental Computers/WLAN Mall for the Blue Light Camera Program.

10. ORAL COMMUNICATIONS - PUBLIC

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

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

11. WRITTEN COMMUNICATIONS None.

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

12A. 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.

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

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

12C. 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.

12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CREATION OF A SAFE ZONE FOR VENDING

At the February 14, 2023, City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss the creation of a safe zone for vending.

RECOMMENDED ACTION:

City Council provide direction to staff.

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

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

15. 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 23rd day of February, 2023.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 6B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

January 27, 2023 - February 9, 2023

Electronic Transaction Nos.	2370-2400	\$	1,368,035.53
Check Nos.	136143-136201	\$	185,019.33

TOTAL	\$	1,553,054.86
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**Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.**

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

/s/ Hannah Shin-Heydorn

City Manager

/s/ Michelle Bannigan

Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: JRodriguez
 Printed: 2/13/2023 4:07 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2370	BEN15755 B07M7F B07M7F	BENEFIT COORDINATORS CORPORAT January 2023 Delta Dental - Employee Share January Delta Dental - City Share	01/27/2023	255.68 1,705.82
Total for Check Number 2370:				1,961.50
2371	PUB15477 PPE 01/14/2023	PUBLIC AGENCY RISK SHARING AUT PARS - PPE 01/14/2023	01/27/2023	1,258.18
Total for Check Number 2371:				1,258.18
2372	LOT14650 12 31 2022	LOT318 Placentia CBO - Focus Area #1 - Dec 2022	01/27/2023	13,791.10
Total for Check Number 2372:				13,791.10
2373	SOL15043 509 510	SOLIDARITY Regional CBO - Focus Area #1 - Nov 2022 Regional CBO - Focus Area #1 - Dec 2022	01/27/2023	3,682.56 3,550.41
Total for Check Number 2373:				7,232.97
2374	BOY14668 TCP 310	BOYS AND GIRLS CLUB OF BUENA PA Regional CBO - Focus Area #1 - Dec 2022	01/27/2023	5,774.06
Total for Check Number 2374:				5,774.06
2375	CHR15117 NOC-PSC 7	THE CHRYSALIS CENTER Anaheim CBO - Focus Area #2, 3 - Dec 2022	01/27/2023	3,850.26
Total for Check Number 2375:				3,850.26
2376	CAR15676 1/10/2023	CARL WARREN & COMPANY General Liability Account Fund Replenishment	01/27/2023	5,663.00
Total for Check Number 2376:				5,663.00
2377	BOY14655 12 31 2022 BIG 7 12 31 22	BOYS & GIRLS CLUBS OF LA HABRA La Habra CBO - Focus Area #1 - Dec 2022 Regional CBO - Focus Area #1 - Dec 2022	01/27/2023	22,975.68 7,841.00
Total for Check Number 2377:				30,816.68
2378	BIG13189 12	BIG BROTHERS BIG SISTERS OF ORA Regional CBO - Focus Area #1 - Dec 2022	01/27/2023	5,839.30
Total for Check Number 2378:				5,839.30
2379	GOL1321 January 05 January 05	GOLDEN STATE WATER COMPANY Water Services Building Dec 05 - Jan 03 Water Services Median Dec 05 - Jan 03	01/27/2023	181.07 140.55

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2379:				321.62
2380	REC16138	RECTRAC REFUNDS	01/30/2023	
	26766	Deposit Refund for #26766/ Victor Gonzalez		500.00
	28276	Deposit Refund for #28276/ Carmen Moeung		300.00
	28619	Deposit Refund for #28619/ Andrea Nikka Solor		300.00
	28732	Deposit Refund for #28732/ Chris Dulay		300.00
	28990	Deposit Refund for #28990/ Anthony Phan		150.00
	29222	Deposit Refund for #29222/ Evelia Silverio		100.00
	29246	Deposit Refund for #29246/ Tracey Valdez-Iriart		300.00
	29384	Deposit Refund for #29384/ Nicole Swank		150.00
	29496	Deposit Refund for #29496/ Senaida Rodriguez		100.00
Total for Check Number 2380:				2,200.00
2381	GOL1321	GOLDEN STATE WATER COMPANY	01/30/2023	
	January 06	Water Services Park Nov 29 - Jan 06		440.88
Total for Check Number 2381:				440.88
2382	CAL12493	CALPERS	01/30/2023	
	100000017033561	2022 Arrears Contribution		6,567.91
Total for Check Number 2382:				6,567.91
2383	CAS680	CA ST PERS 103	01/30/2023	
	PPE 01/14/23	PERS - Employee Classic T2		3,330.64
	PPE 01/14/23	PERS - Survivor Classic T2		7.44
	PPE 01/14/23	PERS - Survivor (Employee) T1		8.37
	PPE 01/14/23	PERS - City's Share - Classic T2		4,106.19
	PPE 01/14/23	PERS - Employee's Share T1		1,912.94
	PPE 01/14/23	PERS - Survivor New T3		26.04
	PPE 01/14/23	PERS - Employee New T3		5,268.55
	PPE 01/14/23	PERS - City's Share T1		2,970.52
	PPE 01/14/23	PERS - City's Share - New T3		5,830.52
Total for Check Number 2383:				23,461.21
2384	REC16138	RECTRAC REFUNDS	01/31/2023	
	29377	Deposit Refund for #29377/ Jeffrey Dubois		200.00
	29377	Cancelled Reservation fee for #29377/ Jeffrey D		-35.00
	29377	Cancelled Reservation for #29377/ Jeffrey Dubo		325.00
Total for Check Number 2384:				490.00
2385	GOL1321	GOLDEN STATE WATER COMPANY	02/01/2023	
	January 10	Water Services Housing Authority Nov 29-Jan 0:		3,701.98
	January 11	Water Services Median Nov 29-Jan 06		142.62
Total for Check Number 2385:				3,844.60
2386	REC16138	RECTRAC REFUNDS	02/01/2023	
	29108	Instructor cancelled classes. Issue full refund// L		10.00
	29561	Instructor cancelled classes. Issue full refund// L		120.00
Total for Check Number 2386:				130.00
2387	EDD1067	EDD	02/02/2023	
	2/2/2023	State Unemployment		1,135.46
	2/2/2023	State Tax Withholding		7,362.42

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 2387:				8,497.88
2388	GOL1321	GOLDEN STATE WATER COMPANY	02/02/2023	
	January 11	Water Services Median Nov 29-Jan 06		2,027.10
	January 11	Water Services Park Nov 29-Jan 06		3,630.64
	January 11	Water Services Building Nov 29-Jan 06		58.65
Total for Check Number 2388:				5,716.39
2389	FUL14661	PATHWAYS OF HOPE	02/03/2023	
	NOC-PSC #9A	Anaheim CBO - Focus Area #3 - Dec 2022		1,819.11
	NOC-PSC #9C	Regional CBO - Focus Area #3 - Dec 2022		9,444.03
	NOC-PSC #9F	Fullerton CBO - Focus Area #3 - Dec 2022		3,469.11
Total for Check Number 2389:				14,732.25
2390	BEN15755	BENEFIT COORDINATORS CORPORAT	02/03/2023	
	12136	December 2022 Prism Life Ins- Employee		506.10
	12136	December 2022 Prism Disability Ins- City		2,588.00
	12136	December 2022 Prism Life Ins- City		464.40
	12137	January 2023 Prism Life Ins- City		464.40
	12137	January 2023 Prism Life Disability- Employee		2,589.97
	12137	January 2023 Prism Life Ins- City		662.60
Total for Check Number 2390:				7,275.47
2391	TAL14666	TALLER SAN JOSE HOPE BUILDERS	02/03/2023	
		Anaheim CBO - Focus Area #2 - Oct - Dec 2022		17,923.99
Total for Check Number 2391:				17,923.99
2392	MIS16496	MISSIONSQUARE	02/03/2023	
	PPE 01/28/2023	PPE 01/28/2023-#302393		3,165.00
Total for Check Number 2392:				3,165.00
2393	INT1569	INTERNAL REVENUE SERVICE	02/06/2023	
	2/2/2023	(MC) Medicare - Employee Share		2,536.07
	2/2/2023	(FD) Federal Tax Withholding		19,239.49
	2/2/2023	(ME) Medicare - City Share		2,536.07
Total for Check Number 2393:				24,311.63
2394	GOL1321	GOLDEN STATE WATER COMPANY	02/06/2023	
	January 13	Nov 23-Jan11 Water Services Park		341.30
Total for Check Number 2394:				341.30
2395	GOL1321	GOLDEN STATE WATER COMPANY	02/07/2023	
	01/15/2023	Nov 29 - Jan 05 Water Services Housing Authori		2,419.63
Total for Check Number 2395:				2,419.63
2396	CAS683	CA ST PERS-HEALTH BENEFIT	02/07/2023	
	Feb-23	February 23 Health Ins-City Share		35,460.13
	Feb-23	February 23 Adm Services Health Ins		160.82
	Feb-23	February 23 Retiree Insurance		3,225.00
	Feb-23	February 23 Health Ins-Employee		4,978.72
Total for Check Number 2396:				43,824.67

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2397	CAS680	CA ST PERS 103	02/07/2023	
	PPE 01/28/23	PERS - City's Share-Classic T2 PPE 01/28/23		4,143.84
	PPE 01/28/23	PERS - City's Share-New T3 PPE 01/28/23		5,760.77
	PPE 01/28/23	PERS - Employee's Share T1 PPE 01/28/23		1,715.23
	PPE 01/28/23	PERS - Employee New T3 PPE 01/28/23		5,205.51
	PPE 01/28/23	PERS - Employee Classic T2 PPE 01/28/23		3,361.18
	PPE 01/28/23	PERS - Survivor New T3 PPE 01/28/23		26.04
	PPE 01/28/23	PERS - Survivor Classic T2 PPE 01/28/23		7.44
	PPE 01/28/23	PERS - Survivor (Employee) T1 PPE 01/28/23		7.44
	PPE 01/28/23	PERS - City's Share T1 PPE 01/28/23		2,663.48
Total for Check Number 2397:				22,890.93
2398	GOL1321	GOLDEN STATE WATER COMPANY	02/08/2023	
	January 17	Dec 06-Jan06 Water Services Median		379.37
	January 17	Dec 06-Jan06 Water Services Building		80.66
	January 17	Dec 06-Jan06 Water Services Park		502.38
Total for Check Number 2398:				962.41
2399	OCA2137	COUNTY OF ORANGE TREASURER- T.	02/09/2023	
	SH 64581	Sheriff Contract Services (Office Specialist Fron		8,852.50
	SH 64581	Sheriff Contract Services February - 2023		765,375.83
	SH 64581	Sheriff Contract Services (Mobile Data Compute		738.00
	SH 64581	Sheriff Contract Services (Crime Prevention Spe		9,860.83
	SH 64581	Sheriff Contract Services (Mobile Data Compute		334.83
	SH 64581	Sheriff Contract Services February - 2023		319,652.17
	SH 64581	.25% Early Payment Discount		-2,762.04
Total for Check Number 2399:				1,102,052.12
2400	GOL1321	GOLDEN STATE WATER COMPANY	02/09/2023	
	January 18	Water Services Building Dec 05-Jan 09		278.59
Total for Check Number 2400:				278.59
136143	SOC2734	SO CAL EDISON	02/02/2023	
	01/30/23	Electric Service - Building - Jan		7,155.99
	01/30/23	Electric Service - Medians - Jan		30.37
	1/19/2023	Electric Svc/ Tina Pacific		160.47
Total for Check Number 136143:				7,346.83
136144	GAS1282	SOCALGAS	02/02/2023	
	1/30/2023	Gas service - City Hall - Jan		2,083.02
Total for Check Number 136144:				2,083.02
136145	VER3059	VERIZON WIRELESS	02/02/2023	
	9925475695	Mobile/ Data Plans/ Hotspots 12/17/22 - 1/16/23		873.68
	9925475696	Mobile/ Data Plans/ Hotspots 12/17/22 - 1/16/23		1,045.91
Total for Check Number 136145:				1,919.59
136146	SOC2734	SO CAL EDISON	02/06/2023	
	01/31/23	Stanton District Light - Jan		50.55
Total for Check Number 136146:				50.55
136147	GAS1282	SOCALGAS	02/06/2023	
	1/31/2023	Gas Services - Corp Yard - Jan		56.97

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136147:				56.97
136148	SOC2731 9.8295	SOUTHERN CALIFORNIA EDISON Permit fees for TEP Contract 9.8295	02/06/2023	500.00
Total for Check Number 136148:				500.00
136149	ACE13161 10172 10172 10172	ACE LASER PRINTER SERVICE IT Equipment/ Printer Replacement Toner/ Finance Printers Color Printer/ Business License Counter	02/09/2023	215.50 661.59 942.81
Total for Check Number 136149:				1,819.90
136150	ALL228 82772	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services 1/8/23 - 1/21/23	02/09/2023	2,274.48
Total for Check Number 136150:				2,274.48
136151	AME15118 521316	AMERICAN RENTALS, INC Boom lift to take down Christmas tree decoration	02/09/2023	1,311.26
Total for Check Number 136151:				1,311.26
136152	APW13861 2/1/23 2/1/23	APWA APWA Membership - Engineer APWA Membership - PW Director/Intern/Manag	02/09/2023	350.00 1,082.50
Total for Check Number 136152:				1,432.50
136153	ATT377 2/6/2023	AT&T Cerritos/ Magnolia - Jan	02/09/2023	24.63
Total for Check Number 136153:				24.63
136154	BEA14942 17799 17800	BEAR ELECTRICAL SOLUTIONS, INC Response Service - Dec Maintenance Service - Dec	02/09/2023	1,855.00 1,045.00
Total for Check Number 136154:				2,900.00
136155	BOY13501 2023K	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Services (FaCT) Boys & Girls Club	02/09/2023	3,990.62
Total for Check Number 136155:				3,990.62
136156	CAA556 31594	CA AUTO & BRAKE INC Repairs to PW inspector truck	02/09/2023	335.44
Total for Check Number 136156:				335.44
136157	CAR630 2022-281912 2022-304880	CARE AMBULANCE SERVICE INC Ambulance Service/ Lolita S. Molina Ambulance Service/ Beverly Richardson	02/09/2023	200.00 155.00
Total for Check Number 136157:				355.00
136158	COM13894 3621	COMPUTER DEDUCTIONS, INC Remove Computer Mount/ Rav4	02/09/2023	177.31
Total for Check Number 136158:				177.31

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
136159	CON13243 76195	CONTINENTAL CHEMICAL & SANITA Janitorial Supplies	02/09/2023	606.09
Total for Check Number 136159:				606.09
136160	WLA16565 126825	CONTINENTAL COMPUTERS/WLANM 10 Mountable "Blue-Light" Security Cameras an	02/09/2023	41,274.46
Total for Check Number 136160:				41,274.46
136161	COR14961 14855	CORNERSTONE COMMUNICATIONS Regional CBO - Public Relations Services (Dec :	02/09/2023	10,000.00
Total for Check Number 136161:				10,000.00
136162	COU15550 PW230037	COUNTY OF ORANGE Concrete and Road Maintenance for Dec	02/09/2023	317.10
Total for Check Number 136162:				317.10
136163	CPA16296 SI - 1296058 SI - 1296058	CPACINC.COM (5) Prorated/ Gov't G1 Microsoft Office 365 Lic (10) Prorated/Gov't G1 Microsoft Office 365 Lic	02/09/2023	265.00 1,435.50
Total for Check Number 136163:				1,700.50
136164	CRU16566 ST340366	ELIZABETH CRUZ Citation Refund for #ST340366 // Elizabeth Cru:	02/09/2023	57.00
Total for Check Number 136164:				57.00
136165	CSU14679 AR172650 AR172651 AR172655	CSU FULLERTON ASC Regional CBO - Project Evaluation (Dec 2022) Regional CBO - Resource Map (Dec 2022) Regional CBO - Focus Areas #1,2 - (Dec 2022)	02/09/2023	5,214.87 2,007.63 1,042.52
Total for Check Number 136165:				8,265.02
136166	CYP925 72663	CYPRESS ENGRAVING Nameplates/ Name Badges: Council Members V:	02/09/2023	276.77
Total for Check Number 136166:				276.77
136167	FRI13695 FY2223-06	FRIENDLY CENTER, INC Contractual Services (FaCT) Friendly Center	02/09/2023	6,158.92
Total for Check Number 136167:				6,158.92
136168	GRA1350 9586347354	GRAINGER, INC. tools	02/09/2023	30.82
Total for Check Number 136168:				30.82
136169	INT1579 FY2223-06STN	INTERVAL HOUSE Contractual Services (FaCT) Interval House	02/09/2023	1,633.25
Total for Check Number 136169:				1,633.25
136170	LEA1741 643583 643583	LEAGUE OF CALIF CITIES 2023 Membership Dues/ League of CA Cities (J: 2023 Membership Dues/ League of CA Cities (J:	02/09/2023	6,974.50 6,974.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136170:				13,949.00
136171	LIF16289 28095/ 28980 28980 29379 29379	LIFE CHRISTIAN CHURCH OF ORANG Deposit Refund for 12/25, 1/1, 1/8, 1/15, 1/22 Deposit Refund for 01/29/2023/ Life Christian C Deposit Refund for 01/24/2023/ Life Christian C Deposit Refund for Life Christian Church 1/17/2	02/09/2023	2,000.00 400.00 300.00 300.00
Total for Check Number 136171:				3,000.00
136172	MAS16381 0223	MASTER JANITORIAL SERVICE, LLC City Janitorial Services - Feb	02/09/2023	5,095.00
Total for Check Number 136172:				5,095.00
136173	NAT2050 33009	NATIONWIDE ENVIRONMENTAL SVC Sweeper Services for Feb 2023	02/09/2023	12,052.31
Total for Check Number 136173:				12,052.31
136174	NV515131 311590	NV5, INC Consulting services for the preparation of an upd	02/09/2023	15,502.50
Total for Check Number 136174:				15,502.50
136175	OCS2185 Oct-22	O C SANITATION DISTRICT OC San Dist - October 2022 Connection Fees	02/09/2023	6,706.47
Total for Check Number 136175:				6,706.47
136176	PET14941 32398701	PETS BEST Pet Insurance - January 2023	02/09/2023	230.29
Total for Check Number 136176:				230.29
136177	PYR12632 10000150	PYRO-COMM SYSTEMS INC. Qrtly Monitoring Fees-Fire Alarm @ Sheriff's St	02/09/2023	135.00
Total for Check Number 136177:				135.00
136178	MAI13147 N9655437 N9741043	QUADIENT LEASING USA, INC Postage Meter Lease 07/30/22 - 10/29/22 Postage Meter Lease 11/03/22 - 02/02/23 (New I	02/09/2023	936.59 791.70
Total for Check Number 136178:				1,728.29
136179	RAM13275 29451	AUDEL RAMIREZ Deposit Refund for Audel Ramirez #29451 Canc	02/09/2023	400.00
Total for Check Number 136179:				400.00
136180	RES2489 3521549	RESOURCE BUILDING MATERIALS Asphalt for pothole repair	02/09/2023	141.54
Total for Check Number 136180:				141.54
136181	ROA16567 18308	ROADLINE PRODUCTS INC. USA Repairs to the graffiti truck	02/09/2023	1,546.69
Total for Check Number 136181:				1,546.69
136182	ROW16551	ROWNTREE GARDENS	02/09/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	28535	Deposit Refund for #28535// Rowntree Gardens		400.00
	28535	Security Refund for #28535// Rowntree Gardens		38.01
Total for Check Number 136182:				438.01
136183	SCS13184 234130	S.C. SIGNS & SUPPLIES LLC New street name signs	02/09/2023	2,114.10
Total for Check Number 136183:				2,114.10
136184	SAN16568 2023-005	SANTIAGO ROOFING C&D Deposit Refund for Permit #2023-005 Sant	02/09/2023	390.00
Total for Check Number 136184:				390.00
136185	SCO13877 376797	SCOTT HARRISON PLUMBING & HTG Camera drain to find missing cable	02/09/2023	526.00
Total for Check Number 136185:				526.00
136186	SOC2734 02/06/23 02/06/23 02/06/23 02/06/23 02/06/23 2/7/2023	SO CAL EDISON Electric Service - Signals - Jan Electric Service - Medians - Jan Electric Service - SCP - Jan Electric Service - Parks - Jan Stanton District Light - Jan Electric Svc/TinaPacific	02/09/2023	110.93 146.29 137.58 128.70 1,029.43 60.54
Total for Check Number 136186:				1,613.47
136187	SOC12606 612526	SO CAL INDUSTRIES Fence Rental for 8910-8920 Pacific - Feb	02/09/2023	311.94
Total for Check Number 136187:				311.94
136188	BCN14064 132237279	SOLEX - FUSION LAN LINES Burgular Alarms/ Fire/ Dec-2023	02/09/2023	1,300.75
Total for Check Number 136188:				1,300.75
136189	SPA15432 4096775 012723	SPARKLETTS Jan-22/ Breakroom Water Delivery	02/09/2023	162.78
Total for Check Number 136189:				162.78
136190	TAY16528 2774	TAYLOR TENNIS COURTS, INC Resurfacing basketball court at Harry M. Dotson	02/09/2023	8,500.00
Total for Check Number 136190:				8,500.00
136191	THO13835 42851520	THOMSON INC Repair mini split at Sheriff Station	02/09/2023	924.66
Total for Check Number 136191:				924.66
136192	TRU13167 650196485	TRULY NOLEN OF AMERICA INC Monthly pest spraying for Jan 2023	02/09/2023	175.00
Total for Check Number 136192:				175.00
136193	TUR2970 39116 39117	TURBO DATA SYSTEMS INC (50) Handheld Parking Citation Rolls (80/roll=4l (5,000) Handheld Ticketwriter Envelopes	02/09/2023	435.00 598.13

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	39425	JAN-23/ Parking Citation Processing		1,159.60
	39426	JAN-23/ Administrative Citation Processing		156.66
Total for Check Number 136193:				2,349.39
136194	CMR14741 01/30/23	UNITED STATES POSTAL SERVICE Prepaid postage replenish/ Meter #08046327	02/09/2023	4,000.00
Total for Check Number 136194:				4,000.00
136195	VAN13002	VAN RY MAINTENANCE	02/09/2023	
	9661	Floor Service FRC - Dec. 2022		125.00
	9661	Floor Service Civic Center - Dec. 2022		225.00
	9673	Floor Service FRC - Dec. 2022		125.00
	9673	Floor Service Civic Center - Dec. 2022		225.00
Total for Check Number 136195:				700.00
136196	VAZ15160 01/25/2023	PATRICIA VAZQUEZ Reimbursement: Notary Public Exam / Secretary	02/09/2023	40.00
Total for Check Number 136196:				40.00
136197	VIL14804 Fall/Winter Jan	ARACELY VILLARRUEL Ballet Folklorico Classes	02/09/2023	455.00
Total for Check Number 136197:				455.00
136198	VIN16514 95702177731 95702177733	VincentBenjamin Group LLC Temporary Staffing Services for Admin Clerk, P Temporary Staffing for Accounting Division, PE	02/09/2023	594.00 101.94
Total for Check Number 136198:				695.94
136199	VIS3077 2023-868271-00	VISTA PAINT CORP 27 Cans of graffiti block	02/09/2023	1,931.17
Total for Check Number 136199:				1,931.17
136200	WAG13143 INV4684229 INV4684229	WAGEWORKS JAN2023/ Administration Fee JAN2023/ Compliance Fee	02/09/2023	66.00 50.00
Total for Check Number 136200:				116.00
136201	XPR15487	XPRESS URGENT CARE STANTON	02/09/2023	
	3399	Pre-Employment Exams/ Palaco		25.00
	3399	Pre-Employment Exams/ Lefler		120.00
	3399	Pre-Employment Exams/ Bermudez		120.00
	3436	Pre-Employment Exams/ Landavazo		120.00
	3436	Pre-Employment Exams/ Garcia		95.00
	3436	Pre-Employment Exams/ Pelt		120.00
	3436	Pre-Employment Exams/ Soong		170.00
	3436	Pre-Employment Exams/ Beltran		120.00
Total for Check Number 136201:				890.00
Report Total (90 checks):				1,553,054.86

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON FEBRUARY 14, 2023

SPECIAL CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING
(5:45 PM)

JOINT REGULAR CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING
(6:30 PM)

1. CALL TO ORDER / CLOSED SESSION

The City Council / Successor Agency / Housing Authority meeting was called to order at 5:47 p.m. by Mayor / Chairman Shawver.

2. ROLL CALL

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

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the City Council / Successor Agency / Housing Authority of the City of Stanton proceeded to closed session at 5:48 p.m. for discussion regarding:

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

Number of Potential Cases: 1

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

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

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

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

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Trachy Family Trust (Phillip R. Trachy), Owner

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

4C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Existing litigation pursuant to Government Code section 54956.9(d)(1)
Number of cases: 1

Case Name: John Doe vs. Doe 2, City of Stanton, et al.
Orange County Superior Court Case Number: 30-2022-01295559-CU-PO-NJC

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

The City Council / Successor Agency / Housing Authority reconvened in open session at 6:30 p.m.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 5:48 to 6:30 p.m.

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

6. ROLL CALL

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

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Mr. Benjamin Noah Montelongo, Representative, Office of Senator Janet Nguyen.

8. SPECIAL PRESENTATIONS AND AWARDS None.

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9. CONSENT CALENDAR

Motion/Second: Van/Taylor

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

Motion unanimously carried:

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 December 30, 2022 – January 26, 2023, in the amount of \$4,001,648.44.

9C. APPROVAL OF MINUTES

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

9D. DECEMBER 2022 INVESTMENT REPORT

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

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of December 2022.

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9E. DECEMBER 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

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

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 2022.

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

The Revenue and Expenditure Report for the month ended December 31, 2022, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of December 31, 2022.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the General Fund and Housing Authority Fund's December 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended December 31, 2022.

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

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

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

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

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

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

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

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

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

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

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1. The City Council declared that this project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301(a) as repair, maintenance, and minor alteration of an existing public facility; and
2. Awarded a construction contract for the Family Resource Center Improvements Project (Phase 1) to A2Z Construct Inc. for the bid amount of \$684,400 and reject all other bids; and
3. Authorized the City Manager to bind the City of Stanton and A2Z Construct Inc. in a contract for the construction; and
4. Authorized the City Manager to approve contract changes, not to exceed 10 percent of the bid amount (\$68,440); and
5. Appropriate \$223,581 from the Other Grants Fund (Fund 227) to increase the total Fiscal Year 2022-23 budget for the Family Resource Center Improvements Project (Phase 1) (Task Code No. 2022-201) to \$767,840.

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

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

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approved Amendment No. 1 to the existing Cooperative Agreement No. C-7-1828 with OCTA; and
3. Authorized the City Manager to execute Amendment No. 1 to the existing Agreement with OCTA; and

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4. Appropriate \$50,000 from the Gas Tax Fund (#211) to encumber the City's matching contribution.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

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

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

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

The public hearing was opened.

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

Motion/Second: Warren/Van

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

Motion unanimously carried:

1. The City Council conducted a public hearing; and
2. Declared that the project is not subject to CEQA in accordance with Sections 15378 and 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

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3. Introduced for second reading Ordinance No. 1128, in accordance with California Government Code Title 5, Division 1, Part 1, as published by the Building Standards Bulletin 22-02. The City Clerk read the title of Ordinance No. 1128, entitled:

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

4. The City Council adopted Ordinance No. 1128.

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

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

Staff report by Ms. Patricia Garcia, Associate Planner.

The public hearing was opened.

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

DRAFT

Motion/Second: Taylor/Torres

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

Motion unanimously carried:

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

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

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

11. UNFINISHED BUSINESS

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

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

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

DRAFT

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

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

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

Motion unanimously carried:

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

12. NEW BUSINESS

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

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

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

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

DRAFT

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

Motion unanimously carried:

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) - continuing administrative or maintenance activities, such as purchase of supplies, personnel-related actions, general policy and procedures making; and
2. Adopted Resolution No. 2023-04, a Resolution of Intention approving an amendment to the contract with the California Public Employees' Retirement System (CalPERS), entitled:

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

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

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

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

13. ORAL COMMUNICATIONS – PUBLIC

Mr. Benjamin Noah Montelongo, Representative, Office of Senator Janet Nguyen, provided the City Council with an introduction of himself and the office of Senator Nguyen.

14. WRITTEN COMMUNICATIONS None.

DRAFT

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

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

- Mayor Pro Tem Van reported on the City's attendance at the grand opening event of Los 7 Mares restaurant, which was held on February 14, 2023.
- Council Member Torres reported on the City's attendance at the grand opening event of Chicas Tacos restaurant, which was held on February 11, 2023.
- Council Member Torres reported on his attendance at the League of California Cities New Mayors and Council Members Academy, which was held on February 1 – 3, 2023.

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

- Council Member Taylor requested to agendize discussion regarding a cost-of-living increase pertaining to the compensation for the members of the City Council.
- Mayor Shawver requested to agendize discussion regarding the creation of a safe zone for vending.

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

None.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

Ms. Hannah Shin-Heydorn, City Manager provided the City Council with an update on the city's Talk on the Block meetings and reported that the initial 2023 Talk on the Block meeting will be held on February 16, 2023 at 6:15 PM at ORCO Block & Hardscape, which is located at 11100 Beach Boulevard, Stanton 90680.

DRAFT

17A. ORANGE COUNTY FIRE AUTHORITY

Chief Steve Dohman provided the City Council with an update on their current operations and closed out his report in memory and honor of former Orange County Fire Authority Division Chief Ron Roberts.

- 18. ADJOURNMENT** in memory and honor of former Orange County Fire Authority Division Chief Ron Roberts.
Motion/Second: Shawver/
Motion carried at 7:39 p.m.

DAVID J. SHAWVER, MAYOR

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 28, 2023

**SUBJECT: RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS
PURSUANT TO AB 361**

REPORT IN BRIEF:

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

RECOMMENDED ACTION:

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

BACKGROUND:

On October 26, 2021, City Council adopted Resolution 2021-34, which authorized City staff to conduct remote teleconference meetings of the City Council, Committees, and Commissions under the provisions of AB 361 (in effect as of October 1, 2021 – Government Code Section 54953(e)). Pursuant to Government Code Section 54953(e)(3), the City Council is required every thirty (30) days to reconsider the circumstances of the state of emergency and determine whether:

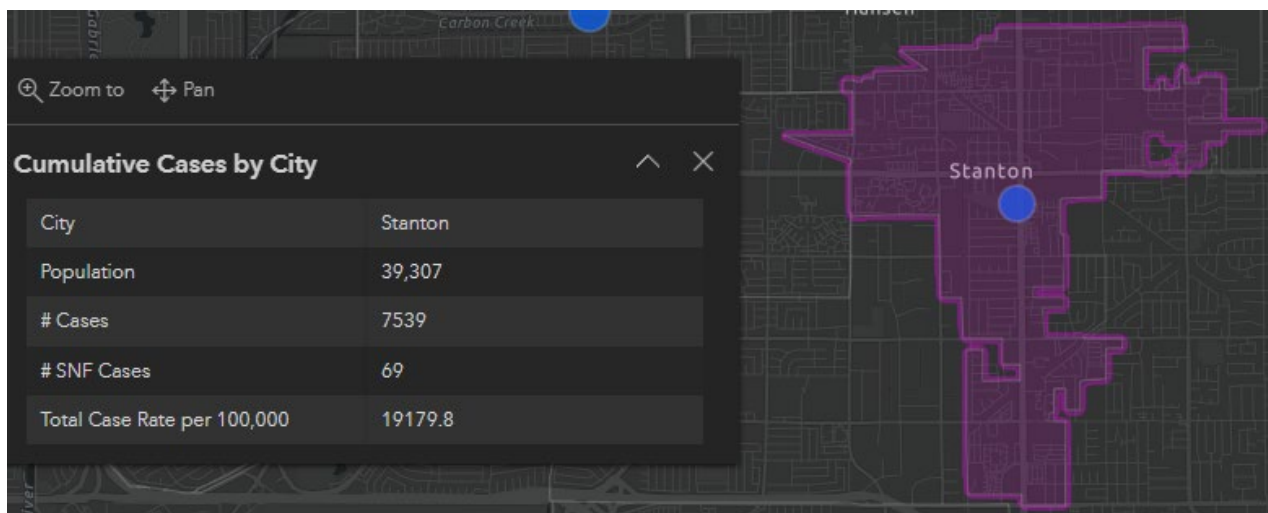
- The state of emergency continues to directly impact the ability of the members to meet safely in person, or
- State or local officials continue to impose or recommend measures to promote social distancing.

If neither of the two finding options can be made by majority vote, the City Council, Committees, and Commissions will no longer be able to continue holding public meetings by teleconference without compliance to the Ralph M. Brown Act's Section 54953(b)(3). Section 54953(b)(3) imposes notice and access requirements for public meetings conducted via teleconference. Such requirements include identifying in the meeting notice and agenda the teleconference location of each member of the legislative body participating in the meeting and ensuring that each teleconference location be accessible to the public.

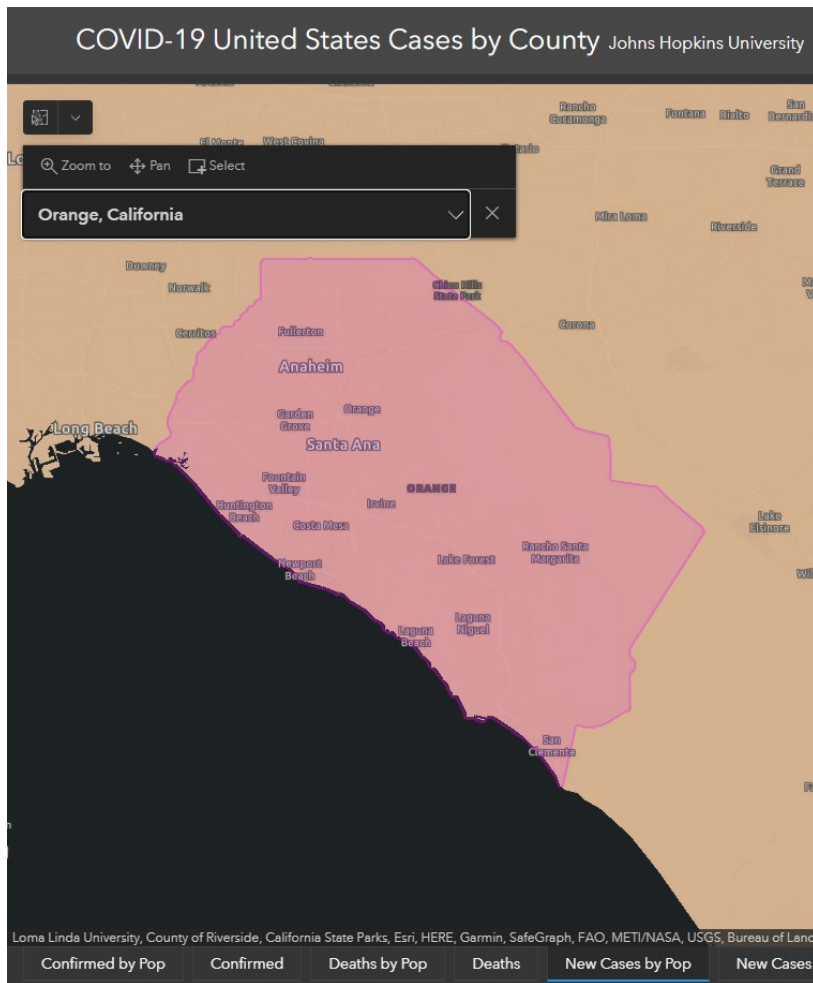
It is important to note that having virtual meetings under the provisions of Government Code Section 54953(e)(3) is optional. If the Council wishes, it may continue to meet in-person. In addition, hybrid meetings are permissible. Given that the dynamics of the pandemic and the health crisis are continually changing, the intent of the attached Resolution is to, among other things, allow for the City's Council, Commissions, and Committees to meet virtually in the event of illness, quarantine, or other government measures. If the Council will meet only or partially in-person, it should ensure compliance with the Orange County Health Care Agency's recommendations for local public meetings.

ANALYSIS/JUSTIFICATION:

Currently, the State of California and the County of Orange are continuing to monitor the threat of COVID-19, particularly with the spread of the Omicron XBB.1.5, BQ.1, and BQ.1.1 Variants. State and local officials are still recommending measures to promote social distancing.



[COVID-19 Cases by City](#)



[COVID-19 United States Cases by County \(by Johns Hopkins University\)](#)



[Tracking COVID-19 in California](#)

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

Obj. No. 1: Provide a safe community.

PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process.

Prepared by: Jason Huynh, Management Analyst

Approved by: Hannah Shin-Heydorn, City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 28, 2023

SUBJECT: PURCHASE ORDER APPROVAL FOR A GENERATOR FOR THE STANTON COMMUNITY CENTER IMPROVEMENT PROJECT (TASK CODE 2023-603)

REPORT IN BRIEF:

The Public Works Department is proposing to purchase a generator for the Stanton Community Center Improvement Project in the amount of \$130,387.74. The generator is an essential piece of equipment that provides a secondary source of power when there is an electric failure and will support the City's ability to deliver essential services to the public during emergencies, including pandemics such as COVID-19.

RECOMMENDED ACTION:

1. City Council declare that this action to be categorically exempt under the California Environmental Quality Act ("CEQA"), since the action herein does not constitute a "project" as defined by Section 15378 of the CEQA guidelines; and
2. Declare that the Generac Power Systems, Inc. quote using a Sourcewell purchasing contract is in accordance with the Purchasing and Contracting Guidelines Section 4.13; and
3. Authorize a purchase order for a generator from Generac Power Systems, Inc. in the amount of \$130,387.74.

BACKGROUND:

A permanent generator would bolster the City's ability to deliver essential services to the public during emergencies, including pandemics such as COVID-19. Public facilities, such as the Stanton Community Center, play critical roles in providing shelter, electricity, internet access and other services to the public during emergencies.

On January 10, 2023, the City Council approved the City's participation in the County of Orange's Community Development Block Grant – Cares Program and appropriated \$500,000 for the Stanton Community Center Improvement Project (Project).

The Project consists of installing a permanent backup generator and improving the HVAC system. The Project is being separated into two phases. Phase 1 will include the purchase of the generator and HVAC system units and Phase 2 will include the installation of the equipment.

ANALYSIS/JUSTIFICATION:

The City's Purchasing and Contracting Guidelines authorize the City to purchase from any public agency utilizing a competitive bid process. Sourcewell awarded a contract to Generac Power Systems, Inc. (Contract # 092222-GNR) for procurement of a generator as a result of open competitive bidding on behalf of its members, which includes government entities. The awarded contract is valid through 2026 and meets the City's purchasing requirements. Due to the complexity of the specifications, the use of a cooperative purchasing contract such as Sourcewell provides for a timely and cost-effective purchase. As such, the City does not need to release its own RFP or bid documents and may use Sourcewell's vetted vendors for this equipment purchase.

Due to the space configuration, sizing of the fuel tank was taken into consideration and a 10-hour run-time was recommended. The generator is a diesel engine-driven set with a turbocharged 6-cylinder 15.2L engine. A similar generator brand and engine size is operating at the City Yard. The lead time for the generator is 10-12 months from receipt of purchase order by the vendor. The quote for the new generator (with a 2-year warranty) pre-tax is \$130,387.74. Subsequently, staff will separately secure another contract for the installation of the generator.

FISCAL IMPACT:

The Fiscal Year 2022-23 Operating Budget includes \$500,000 in the City's Capital Project Fund. Sufficient funds are in the Capital Project Fund for this purchase.

ENVIRONMENTAL IMPACT:

This action requested in this report is not categorized as a project (has no potential for resulting in either a direct physical change in the environmental or a reasonably foreseeable indirect physical change in the environment), and therefore, categorically exempt under the California Environmental Quality Act.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVES:

Obj. 3: Provide a quality infrastructure.

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

Prepared by: Cesar Rangel, Director of Public Works/City Engineer
Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Generac Power Quote
- B. Sourcewell Contract



7100 S Longe St #300
Stockton CA 95206

SALES ORDER	
ORDER DATE	JOB
2/13/2023	ES2683863
PO Number	

Bill To:

City of Stanton
7800 Katella Ave
Stanton, CA 90680
(714) 890-4203 (phone)
CRangel@stantonca.gov

Ship To:

City of Stanton
7800 Katella Ave
Stanton, CA 90680

Note

This is not an invoice and is not intended to suggest final pricing.

Description	Quantity	Item Price	Subtotal	Tax	Total
Freight Out - All equipment to Site	1.00	\$3,672.00	\$3,672.00	\$0.00	\$3,672.00
SD0500 500KW Including the listed below:	1.00	\$108,890.00	\$108,890.00	\$9,527.88	\$118,417.88
TX-800A Transfer Switch, DPF	1.00	\$0.00	\$0.00	\$0.00	\$0.00
Onsite Start-up & Commissioning (Matrix)	1.00	\$3,250.00	\$3,250.00	\$0.00	\$3,250.00
Labor, Annual Preventive Maintenance	1.00	\$5,080.00	\$5,080.00	\$0.00	\$5,080.00
Total:			\$120,892.00	\$9,527.88	\$130,387.74

Please Remit Payment to:
West Coast Energy Systems LLC
PO Box 102515
Pasadena Ca 91189-2515



Company: City of Stanton
Attention: Cesar Rangel – Public Works Director / City Engineer
Project: City of Stanton Community Center
Sourcewell Member ID # 81556
Sourcewell Contract 092222-GNR
Generac Quote # 20705078

Date: 2/16/2023

Dear Cesar,

Thank you for the opportunity to provide pricing for the equipment on the above referenced project. We are pleased to quote as follows:

Quantity 1 - Generac Industrial diesel engine-driven generator set with turbocharged/aftercooled 6-cylinder 15.2L engine, consisting of the following features and accessories:

- Stationary Emergency-Standby rated
- 500kW Rating, wired for 277/480 VAC three phase, 60Hz
- Permanent Magnet Excitation
- UL2200
- EPA Certified
- SCAQMD
- No Enclosure (open-set)
- 10 Hour Run-Time, (14") 334 Gallon Double-Wall UL142 Basetank
 - Mechanical fuel level indicator gauge
 - Electronic fuel level sender
- Power Zone Digital Control Panel for Single or MPS Generators
 - Meets NFPA 99 and 110 requirements
 - Temp Range -40 to 70 degrees C
 - Humidity 2 – 95% (Non Condensing)
 - UL6200
 - C-ETL-US
 - IEC801 (Radiated Emissions, Susceptibility, and Surge Immunity)
 - 7" Resistive Color Touchscreen
 - Dual Core Digital Microprocessor
 - RS485, Ethernet and CANbus ports
 - All engine sensors are 4-20ma for minimal interference
 - Sensors: Oil Pressure, optional Oil Temp, Coolant Temp and Level, Fuel Level/Pressure (where applicable), Engine Speed, DC Battery Voltage, Run-time Hours, Generator Voltages, Amps, Frequency, Power, Power Factor
 - Alarm Status: Low or High AC Voltage, Low or High Battery Voltage, Low or High Frequency, Pre-low or Low Oil Pressure, Pre-high or High Oil Temp (optional), Low Water Level and Temp, Pre-high or High Engine Temp, High, Low, and Critical-low Fuel Level/Pressure (where applicable), Overcrank, Over and Under Speed, Unit Not in Automatic
 - Programmable I/O
 - Engine function monitoring and control:
 - Full range standby operation; programmable auto crank, Emergency Stop, Auto-Off-Manual switch
 - Isochronous Governor
 - 0.25% digital frequency regulation with: soft-start ramping - adjustable, gain - adjustable, overshoot limit - adjustable

- 3 Phase RMS Voltage Sensing
 - +/-0.5% digital voltage regulation with: soft-start voltage ramping - adjustable, loss of sensing protection - adjustable, negative power limit - adjustable, Hi/Lo voltage limit - adjustable, V/F slope and gain - adjustable, fault protection
 - Service reminders, trending, fault history (alarm log)
 - I2T function for full generator protection
 - Selectable low-speed exercise
 - 2-wire start controls for any 2-wire transfer switch
- EPA Certified
- 21 Light Annunciator – Surface Mount (Shipped loose, installed by others)
- Remote Emergency Stop Switch - Surface-mount (Shipped loose, installed by others)
- Primary MLCB, 80% rated thermal-magnetic
 - 800 amp
 - Shunt trip and Auxiliary Contacts
- Secondary MLCB, 80% rated thermal-magnetic (Temp Load Bank connection)
 - 800 amp
 - Shunt trip and Auxiliary Contacts
- Coolant Heater, 2500W, 240VAC
- 120V GFCI and 240V Outlet
- Alternator Strip Heater
- Fan and Belt Guards
- Ground Fault Annunciator
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- 1 Hour factory load testing at reactive (0.8) power factor
- Standard 2-Year Limited Warranty

Itemized investment for the above equipment (Generator): \$78,975.54 (plus tax) (Does NOT include applicable taxes, offloading, fuel or installation costs) - *Sourcewell Contract Pricing*

Quantity 1 - TRANSFER SWITCH - TX SERIES

- 800 Amp, 3 pole, 277/480 VAC three phase, 60 Hz, with 2-Wire Start Circuit
 - Utility Voltage Sensing Controls:
 - Adjustable Logic Controls:
- 4 Sets of Form C Aux Cont
- Withstand and Close-On Rating - 100kA Any breaker
- Withstand and Close-On Rating - 200kA Fuse Rating
- CSA - C22.2 No.178
- UL Listed 1008 by ETL
- NEMA 1 Enclosure
- Non Service Entrance Rated
- Any Breaker (3 Cycle)
- In Phase Only Transfer
- Standard two year basic warranty

Itemized investment for the above equipment (Transfer Switch): \$6,129.69 (plus tax) (Does NOT include any applicable taxes, offloading, fuel or installation costs) – *Sourcewell Contract Pricing*

Quantity 1 – DIESEL PARTICULATE FILTER (DPF) – Per Code

Total investment for the above equipment: \$120,892.00 (plus tax) (Does NOT including any applicable taxes, offloading, fuel or installation costs)

Start Up & Training Included

Freight: FOB factory – **Tailgate freight** to Jobsite, Off-loading by others

Current Lead Time (Subject to change) – Transfer Switch: 34–36 wks from receipt of Purchase Order/ Written Release for Production. **Generator:** 58-64 weeks from receipt of Purchase Order / Written Release for Production.

Optional Adders:

- 5 year Extended Warranty \$ 2,240.00
- Annual PM **Included**
- Semi-Annual PM \$ 2,760.00
- Remote Emergency Stop button (surface mount)..... Included
- Remote Annunciator..... Included

Scope Clarifications:

- Estimated Submittal Lead time: 5-7 business days.
- Submittals will be released upon receipt of written purchase order.
- **Cost equivalent+ of (1) Annual PM Service discounted from base pricing above as goodwill.**
- Quoted Per Site walk only – No Written Generator Specifications provided
- Pricing for Diesel Particulate Filters (DPF) included in base pricing above
- **Sourcewell Contract Pricing for Generator: List Price \$154,854.00 –49% Sourcewell Contract Discount = \$78,975.54**
- **Sourcewell Contract Pricing for Switch: List Price \$12,019.00 – 49% Sourcewell Contract Discount = \$6,129.69**
- All aspects of installation assumed by others
- No equipment will be ordered without written release to proceed – price changes issued by the manufacturer after quotation validity and prior to release will be passed along to the customer.
- Fueling and termination of connections not included. The Energy Systems provided start-up checklist and supporting pictures must be received by Supplier two weeks prior to technician scheduling.
- Remote fuel fill assumed by others
- All exhaust piping assumed by others
- All industrial products require a formal start up by a Generac factory certified technician.
- Permitting services not included, but can be quoted at an additional cost
- Pricing is based on work being completed during regular business hours.
- Training to be completed same day as start up. Additional charges will apply if a separate trip is required.
- Enclosure color is Generac Industrial grey. Custom colors can be quoted separately.
- Not included unless otherwise noted: equipment offloading, installation, fuel, permits, signage, taxes, exhaust system backpressure test, exhaust emissions test, noise-level tests, PM Filter, infrared scanning, NETA testing, harmonic testing, concrete pad, anchoring, fuel pipe, exhaust pipe, pipe insulation, building communication integration, license fees.

Terms and Conditions:

1. Offer Validity: 30 days.
2. Payment terms: NET 30, invoiced at shipment.
3. Credit is subject to approval by Energy Systems upon receipt of business credit application.
4. Ex-Works factory with freight allowed to the jobsite, on a truck, curbside.
5. Manufacturer lead time to be confirmed upon approved release for production letter and receipt of a West Coast Energy Systems approved purchase order.
6. Equipment cannot be held by Energy Systems or its suppliers without prior written agreement.
7. Any sale of goods or services, and any extension of credit, is governed by and subject to West Coast Energy Systems' Terms and Conditions of Sales and Service ("Terms") located at <http://www.espowergen.com/terms> which is incorporated by reference. The Terms are subject to change at any time and you are advised to frequently re-review the Terms. Unless pursuant to a written agreement mutually executed by both parties, the Terms shall be binding upon the parties, and any other terms, communications or documents are to be disregarded and hereby expressly rejected.

Kindest Regards,

Jim Whitcher (562) 321-7225
Territory Manager
West Coast Energy Systems

Please sign and return as a confirmation of the above terms and conditions.

Acknowledgement: Quote # 20705078

Accepted By: _____

Firm Name: _____

Customer P.O. #: _____ Date: _____

**Solicitation Number: RFP #092222****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Generac Power Systems Inc., S45 W29290 Hwy. 59, Waukesha, WI 53189 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 22, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer used, close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected and subject to repair or

replacement, at Supplier's sole discretion, pursuant to the applicable warranty. If the damage is not readily apparent at the time of delivery, and provided Sourcewell or its Participating Entities in no way contributed to such damage, Supplier must permit the Equipment and Products to be repaired or replaced within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. Inspection for shipping damage must occur within 24 hours of receipt in order to pursue carrier-related damages. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition if such condition is not repaired by Supplier under Supplier's warranty.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this

Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent acts or omissions, or intentional misconduct, of Supplier, or Supplier's agents or employees, in the performance of this Contract; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and applicable operating documentation. Notwithstanding any other provision of this Contract, in no event shall Supplier be liable for consequential, special, or indirect damages, including, without limitation, damages or losses in the nature of business or service interruption, loss of reputation, loss of anticipated profits or anticipated revenue, or cost of capital. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional direct costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an “AM BEST” rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers’ Compensation and Employer’s Liability.*

Workers’ Compensation: As required by any applicable law or regulation.

Employer’s Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the

Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and

Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

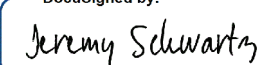
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to the date of cancellation.

Sourcwell

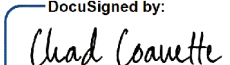
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/17/2022 | 3:48 PM CST

Generac Power Systems

DocuSigned by:

By: A4D014A2B0EC4C2...
John Semrad
Title: Director Sales
Date: 12/1/2022 | 11:28 AM EST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 12/1/2022 | 10:28 AM CST

RFP 092222 - Electrical Energy Power Generation Equipment with Related Parts, Supplies, and Services

Vendor Details

Company Name: Generac Power Systems
Address: S45 W29290 Hwy 59
Waukesha, WI 53189
Contact: Lynn Jones
Email: lynn.jones@generac.com
Phone: 920-230-1280
Fax: 920-230-1201
HST#: 39-0963276

Submission Details

Created On: Thursday August 04, 2022 08:24:46
Submitted On: Thursday September 22, 2022 10:19:18
Submitted By: Lynn Jones
Email: lynn.jones@generac.com
Transaction #: b1082e7f-cb82-47a8-b468-d0aba7ae303f
Submitter's IP Address: 165.225.62.132

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Generac Power Systems Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Generac Power Systems Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3KDJ8 UEI: DP7KERAZ7LY3	*
5	Proposer Physical Address:	S45 W29290 Hwy 59 Waukesha WI 53189	*
6	Proposer website address (or addresses):	www.generac.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Semrad Director Sales S45 W29290 Hwy 59 Waukesha WI 53189 John.semrad@generac.com 262-544-4811, ext 4251	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lynn S Jones Account Manager II – Government Sales S45 W29290 Hwy 59 Waukesha WI 53189 Lynn.jones@generac.com 920-230-1280	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Yureskes VP Sales S45 W92990 Hwy 59 Waukesha WI 53189 Brian.yureskes@generac.com 630-730-0270	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	History Generac was founded in 1959 to commercialize a line of affordable portable generators that offered superior performance and features. The Company's success through the years has been built upon engineering expertise, manufacturing excellence and our innovative approaches to the market. This has driven our growth into becoming a leading provider of power equipment for a variety of applications within residential, commercial, and industrial markets. In 1980, we expanded beyond portable generators into the industrial power generation market with the introduction of our first stationary generators that provided up to 200kW of power output. We introduced our first residential standby generator in 1989 and expanded our industrial product offering and global distribution system in the 1990s, forming a series of alliances that rapidly increased our sales. Our growth accelerated in the	

2000's as we expanded our purpose-built line of residential & commercial automatic standby generators and implemented our multilayered, omni-channel distribution philosophy. Throughout the 2000's, a number of high-profile power outage events also helped to increase the awareness and need for backup power and home standby generators. In 2006, the founder of Generac sold the company to affiliates of CCMP Capital Advisors, LLC, together with certain other investors and members of our management. In February 2010, we completed our initial public offering (IPO) of our common stock.

Soon after going public, we implemented our "Powering Ahead" enterprise strategy. This strategic plan accelerated the Company's transition from primarily a North America focused, emergency backup generator company into a more diversified industrial technology company with the addition of new and adjacent product categories and an expanded global presence, primarily through a series of acquisitions. In 2018, we transitioned into a new enterprise strategy called "Powering Our Future", which drove further share gains in new and existing markets, capitalized on Generac's leadership in natural gas, established our connectivity strategy, and provided the initial foundation for the Company's evolution into an energy technology solutions company, including some key initial acquisitions within the residential clean energy space. This ultimately led to the introduction of our new "Powering A Smarter World" enterprise strategy in 2021. This current strategic plan continues the evolution of Generac's business model that pairs traditional and emerging power generation and storage technologies with new monitoring, management and grid services capabilities to provide solutions for the dynamic challenges presented by today's energy landscape.

Overview

Generac is a leading energy technology solutions company that provides backup and prime power generation systems for residential and commercial & industrial (C&I) applications, solar + battery storage solutions, energy management devices and controls, advanced power grid software platforms & services, and engine- & battery-powered tools and equipment. The Company is committed to sustainable, cleaner energy products poised to revolutionize the 21st century electrical grid. As an energy technology solutions company that is "Powering A Smarter World", our corporate purpose is to lead the evolution to more resilient, efficient, and sustainable energy solutions around the world.

We have a long history of providing power generation products across a variety of applications, and we maintain one of the leading market positions in the power equipment markets in North America and an expanding presence internationally. We believe we have one of the widest ranges of products in the power generation marketplace, including residential, commercial and industrial standby generators; as well as portable and mobile generators used in a variety of applications. In recent years, the Company has been evolving its business model to focus on building out a residential and C&I ecosystem of energy technology products, solutions, and services. As part of this evolution, we have made significant investments into rapidly growing new markets such as residential clean energy storage, solar microinverters, and energy monitoring & management devices, all of which are distributed energy resources (DERs) that can be aggregated into virtual power plants (VPPs) within grid services programs. In addition, a key strategic focus has been leveraging our leading position in the growing market for cleaner burning natural gas fueled generators to expand into applications beyond standby power, allowing us to participate in Energy-as-a-Service and microgrid projects for commercial and industrial applications.

We have also made investments in next-generation platforms and controls for both residential and C&I applications that facilitate the connection of our products to the grid. Expanding these capabilities will enable the increasing utilization of our equipment as DERs as the nascent market for grid services expands over the next several years. Our growing presence in grid services programs will enhance the value of our power generation and storage products that might otherwise sit idle, as they are now able to be dispatched and orchestrated as part of a distributed energy solution, thereby generating additional return-on-investment for the home or business owner while also delivering value to utilities and energy retailers by helping to balance, support and enhance the reliability of the electrical grid. As the traditional centralized utility model evolves over time, we believe that a more decarbonized, digitized, and decentralized grid infrastructure will build-out, and Generac's energy technology solutions are uniquely and strategically positioned to participate in this next-generation grid referred to as "Grid 2.0". As our traditional power generation markets continue to grow due to multiple mega-trends that are driving increased penetration of our products, we believe we are in an excellent position to execute on this opportunity given our competitive strengths. In addition, our focus on more resilient, efficient and sustainable energy solutions has dramatically increased our served addressable market, and as a result, we believe that Generac is well positioned for success over the long term.

Products and Solutions

We design, manufacture, and distribute a broad range of energy technology products and solutions. We design and manufacture stationary, portable and mobile generators with single-engine outputs ranging between 800W and 3,250kW. We have developed a line of turn-key energy storage systems for use in residential solar-plus-storage applications, and in 2021, acquired microinverter capabilities for use in residential solar only applications. We also have a line of industrial-grade mobile energy storage systems that serve the global rental markets. We have a growing selection of energy monitoring and management devices that serve to build out our residential energy ecosystem product offering. We participate in the market for grid services involving distributed energy optimization and control software. Other power products and solutions that we provide include light towers and a broad line of outdoor power equipment that we refer to as chore products, which includes a variety of property maintenance equipment powered by both engines and batteries. We classify our products into three categories based on a similar range of power output geared for varying end customer uses: Residential products, Commercial & Industrial (C&I) products and other products & services. The following summary outlines our portfolio of products and solutions, including their key attributes and customer applications.

Commercial & Industrial Products

We offer a full line of C&I generators that are increasingly being fueled by cleaner sources of energy such as natural gas, liquid propane, and Bi-Fuel™, as well as other more traditional fuels such as diesel. We believe we have one of the broadest product offerings in the industry with power outputs ranging from 10kW up to 3,250kW. Through the Deep Sea acquisition in 2021, we have expanded our capabilities in the design and manufacture of advanced controls for a range of energy technology C&I applications, such as microgrids and Energy-as-a-Service. Our natural gas C&I stationary generators have Smart Grid Ready capabilities, enabling our customers to contribute to grid resiliency and generate an incremental return on investment by connecting and enrolling their generator as a distributed energy resource used in grid services applications where available. We believe as more grid services programs roll out over time, we will be able to sell more equipment given the improved economics and value of our generators as DER's. Our light-commercial standby generators and related transfer switches include a full range of affordable systems from 22kW to 150kW, providing three-phase power sufficient for most small and mid-sized businesses such as grocery stores, convenience stores, restaurants, gas stations, pharmacies, retail banks, small health care facilities and other small-footprint retail applications. Our light-commercial generators predominantly run on cleaner-burning fuels such as natural gas and liquid propane.

We design and manufacture a broad product line of modelized and configured stationary generators and related transfer switches for various industrial standby, continuous-duty, and prime rated applications. Our single-engine industrial generators range in output from 10kW up to 3,250kW, include stationary and containerized packages, and can include our Modular Power Systems (MPS) technology that extends our product range up to much larger multi-megawatt systems through an integrated paralleling configuration. Over the past several years, we have introduced larger and higher-powered gaseous-fueled generators, with the highest output of 1,000kW for a single-engine set. Our industrial standby generators are primarily used as emergency backup for larger applications in the healthcare, telecom, datacom, commercial office, retail, municipal and manufacturing markets. In recent years, we've had a strategic effort aimed at utilizing our gaseous-fueled generators in "beyond standby" applications including distributed generation and microgrid projects and have developed purpose-built products for these applications that have grid-connected capability. The addition of Smart Grid Ready functionality and the significant expansion of our in-house advanced controls capabilities further enhances the potential utilization of our generators in these applications. Our MPS technology combines the power of several smaller generators to produce the output of a larger generator, providing our customers with redundancy and scalability in a cost-effective manner. For larger industrial applications, our MPS products offer customers an efficient, affordable way to scale their standby power needs, while offering superior reliability given their built-in redundancy which allows individual units to be taken offline for routine maintenance while retaining coverage for critical circuits.

We also offer a full line of industrial transfer switches to meet varying needs from light industrial applications all the way up to the most demanding critical installations. Over the last couple of years, we have significantly increased and upgraded our industrial transfer switch product offering, which we believe will help to enhance our attachment rate and related market share for these products. Generac's innovative feature set and flexible platforms offer a variety of switching technologies for customized solutions to meet any project needs. We also provide a broad product

line of light towers, mobile generators, and mobile energy storage systems, which provide temporary lighting and power for various end markets, such as road and commercial construction, energy, mining, military, and special events. These products are typically sold to national and regional rental companies who then rent the equipment to the end user. We believe the addition of mobile energy storage systems obtained through our acquisition of Off Grid Energy in 2021 will enable us to capture a share of the rapidly expanding Battery Energy Storage System (or BESS) market in the future. Also in 2021, we unveiled a hybrid mobile solution that pairs an energy storage system with a diesel generator to reduce emissions and noise pollution, as well as a mobile battery-powered light tower, both of which we expect will come to market during 2022. We also manufacture commercial mobile pumps and dust-suppression equipment for a wide variety of applications, as well as various gaseous-engine control systems and accessories, which are sold to gas-engine manufacturers and aftermarket customers. C&I products comprised 26.7%, 28.3% and 39.5%, respectively, of total net sales in 2021, 2020 and 2019.

Residential Products

Our residential automatic standby generators range in output from 7.5kW to 150kW, which predominantly operate on natural gas and liquid propane, and are permanently installed with an automatic transfer switch, which we also manufacture. Air-cooled engine residential standby generators range in outputs from 7.5kW to 26kW and serve as an emergency backup for small to medium-sized homes. Liquid cooled engine generators serve as emergency backup for larger homes and small businesses and range in output from 22kW to 150kW. We believe we have the broadest line of home standby generators in the marketplace and all of them are offered as Smart Grid Ready, which enables customers to connect and enroll their generator as a distributed energy resource in grid services applications. The deployment of our residential generators in grid services applications where available can improve grid resiliency, while also offering a direct financial incentive for homeowners to participate in these grid services programs, which can help to partially offset the purchase cost of the generator over the product's lifespan. This functionality leverages our remote monitoring system for home standby generators called Mobile Link™. This remote monitoring capability is a standard, WiFi-enabled feature on every home standby generator that we offer and allows our customers to check the status of their generator conveniently from their smart phone or tablet, and also provides the capability to similarly receive maintenance and service alerts. Leveraging the technologies acquired in the 2019 acquisition of Pika Energy, we have developed a line of clean energy products marketed under the Generac brand and using the name PWRcell™. This clean energy storage solution consists of a system of batteries, an inverter, photovoltaic (PV) optimizers, power electronic controls, and other components. This system captures and stores electricity from solar panels or other power sources and helps reduce home energy costs while also protecting homes from shorter duration power outages. PWRcell can range in size from 9kWh up to 36kWh of storage capacity. Our PWRcell energy storage systems also have Smart Grid Ready capabilities, empowering homeowners to contribute to grid stability and earn an incremental return on investment by connecting to grid services programs, which can help to partially offset the purchase cost of the system over the product's lifespan. We introduced multiple new Generac-branded clean energy products in 2021 that we expect will come to market during 2022 as we continue to build out an increasingly broad range of residential clean energy solutions, giving our distribution partners access to a more diverse line up of products that can serve a variety of applications. PWRmicro, a grid-interactive microinverter equipped with 2-to-1 panel-to-inverter capability used in residential solar solutions, leverages the technology acquired via the 2021 purchase of Chilicon Power and allows Generac to participate in residential solar installations that do not include an energy storage system. PWRmanager is the second generation of our load management controls, allowing customers to remotely control certain loads in a house and thereby manage battery run times from their smart phones or tablets. PWRgenerator is a one-of-a-kind natural gas generator with DC output that is purposebuilt to re-charge PWRcell energy storage systems. This innovative new product is fuel-efficient, quieter, and can enable indefinite grid independence for homeowners.

During 2021 we acquired Ecobee, a leader in sustainable smart home solutions such as smart thermostats and a suite of home monitoring products, all designed with a focus on conservation, convenience, peace of mind and comfort. Ecobee's smart home energy management devices and complementary sensors intelligently optimize heating and cooling systems, often the largest energy consuming system within a home, to deliver significant energy savings for homeowners. In addition, the ability to combine Ecobee's cutting-edge technologies and software development expertise with Generac's power generation, energy storage and energy management devices will allow us to create a clean, efficient, and reliable home energy ecosystem and user interface platform capable of connecting to our grid services distributed energy resource management software (DERMS) called Concerto. We also entered the smart water heater controller market in 2021 via the acquisition of

		<p>Apricity Code, an advanced engineering and product design company that has developed certain products which help homeowners reduce energy consumption and utility bills by intelligently managing the timing of a water heater's energy consumption. These Ecobee and Apricity grid edge devices expand our suite of products that can be deployed in grid services applications, offering increased energy savings and economic benefits to a larger segment of the population. We also added IoT propane tank monitoring solutions with the 2021 acquisition of Tank Utility to further optimize propane fuel logistics. This addition expands Generac's connectivity functionality and provides incremental value to our dealers and peace of mind to our liquid propane powered home standby generator owners. We also provide a broad product line of portable and inverter generators that range in size from 800W to 17.5kW. These products serve as an emergency home backup source of electricity and are also used for construction and recreational purposes. Our portable generators are targeted at homeowners, with price points ranging between the consumer value end of the market through the premium homeowner market; at professional contractors, starting at the value end through the premium contractor segment; and at the recreational market with our inverter generator products, which are quieter than traditional portable generators. In addition, we offer manual transfer switches to supplement our portable generator product offering. We provide a broad product line of outdoor power equipment referred to as chore products, which are used in property maintenance applications for larger-acreage residences, commercial properties, municipalities, and farms. These products include trimmers, field and brush mowers, log splitters, stump grinders, chipper shredders, lawn and leaf vacuums, pressure washers and water pumps. We also offer commercial-grade, battery-powered turf care products through Mean Green Products, which was acquired in 2020. In addition to Generac's efforts to expand Mean Green's production and distribution capabilities, this acquisition will help to accelerate the electrification of our higher-powered lineup of chore products. Chore products are largely sold in North America through direct-to-consumer online catalogs, retail hardware stores, and outdoor power equipment dealers primarily under the DR® brand name. Residential products comprised 65.8%, 62.6% and 51.9%, respectively, of total net sales in 2021, 2020 and 2019.</p>	
11	What are your company's expectations in the event of an award?	<p>Our overall expectations and mission are to work closely with Sourcewell and its members to ensure an expedient entrance into the Buy Sourcewell marketplace. Our number one priority will be to meet customers' expectations and ensure their peace of mind by delivering a quality product and providing an ownership experience unsurpassed by anyone else in the electrical energy power generation equipment industry. Generac understands that an awarded contract is only the first step to success within the Sourcewell marketplace. We expect to earn business by providing exceptional quality products and service solutions to Sourcewell's membership base and agencies through Generac and our extensive distribution network.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Please refer to Generac's 2021 annual report and Q2 2022 report for a detailed perspective of our financial strength and stability (Attachment #1 and #2 respectively). Our annual and quarterly reports and all SEC filings are also available at the following link: https://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001474735&owner=exclude&count=40</p> <p>You may also contact our bank for references, see contacts listed below. Paul Hahn, JP Morgan: paul.j.hahn@jpmorgan.com (cash management); Shannon Offen, JP Morgan: Shannon.offen@jpmorgan.com (credit bank). However, anyone requesting a credit reference will be referred to http://www.confirmations.com.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>Generac references third party EGSA and Frost & Sullivan data. Please refer to Attachment #3 from Frost & Sullivan. Per the last time Frost & Sullivan rolled out market share data in 2019, it estimated Generac's share to be 26.6% in the North America market, putting Generac as one of the two top leaders in generator market share. This data does not allow for the percentages to be broken out between US and Canada; thus, our response is at a North American level. The other major competitors in our stationary generator space were the following market shares: Caterpillar market share is 27.1% Cummins market share is 21.0% Kohler market share is 16.7%</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	Please reference response #13 above.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Generac is a designer and manufacturer of power generation equipment and other engine powered products.</p> <p>a) is N/A.</p> <p>b) Generac has specific market channels (or business units) to better serve our customers. Those market channels each have their own dedicated executive management team with overall responsibility for the group and a sales team/force that is 100% dedicated to serving the markets they cover. This Generac sales team includes dedicated Regional Business Managers (RBM), dedicated Power Solutions Managers (PSM), and dedicated Inside Sales Representatives (ISR) that work directly with the Industrial Distributors located in the U.S. and Canada.</p> <p>We distribute our products through several distribution channels to increase awareness of our product categories and brands, and to ensure our products reach a broad customer base. This distribution network includes independent industrial distributors, residential dealers, national and regional retailers, e-commerce merchants, electrical and HVAC wholesalers (including certain private label arrangements), catalogs, equipment rental companies and equipment distributors. We also sell direct to certain national and regional account customers, and federal government agencies, which are all supported by over 4,500+ trained generator technicians through our industrial and commercial channels.</p> <p>Generac believes that world-class products deserve the highest level of service and technical support, backed by the highest quality training. Generac requires all our aligned servicing distribution partners to continually update and recertify their service training technicians on a regular basis. This training ensures that technicians will have accurate product knowledge and extensive diagnostic testing experience, allowing them to resolve service matters correctly and in a timely manner.</p> <p>Offering the best technical training in the industry is our mission, both at the factory and in the field. We take pride in the quality of our classes and the caliber of our instructors, as well as the excellence of our certified technicians. Our emphasis on comprehensive service training provides our dealers with confidence and our customers with peace of mind.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Generac maintains all licenses and certifications required and necessary to conduct business within the United States and Canada, including Seismic/OSHPD certification, Enclosure Wind Load certification, and ISO 9001-2015 certification. ISO 9001-2015 specifies requirements for a quality management system when an organization:</p> <p>a) needs to demonstrate its ability to consistently provide products and services that meet customer and applicable statutory and regulatory requirements, and</p> <p>b) aims to enhance customer satisfaction through the effective application of the system, including processes for improvement of the system and the assurance of conformity to customer and applicable statutory and regulatory requirements.</p> <p>We are also an EPA (US Emissions certified), UL (tests and evaluates components and products that allows a certification mark to be placed by the manufacturer), and C-UL/CSA (Canadian version of UL) certified testing lab. Our independent distributors and dealers are also required to maintain all licenses and certifications required and necessary to conduct business within the United States, Canada, and internationally as applicable. The industry specific codes and standards that we design and build our products are found in Attachment 4, along with copies of the certifications listed above.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>N/A, we have not been suspended or debarred.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2022 Grid Forward – Grid Innovator Awards 2022 Waukesha County Award: Large Business of the Year 2021 Generac joined the S&P 500 (March 2021) 2021 Edison Awards – Silver: PWRcell solar + storage system 2021 Winner Japan Energy Challenge: Recognizing Excellence in Clean Technology Innovation (Enbala) 2020 RER Innovative Product Award: MLTS LED light tower 2020 ACG Wisconsin Outstanding Corporate Growth Award 2018 Prominent Economic Development Award 2018 High Impact Cleantech Company of the Year (Enbala)	*
20	What percentage of your sales are to the governmental sector in the past three years	For the calendar years 2020-2022, Generac's total government sector sales have been 22%, 24%, and 24% respectively.	*
21	What percentage of your sales are to the education sector in the past three years	For the calendar years 2020-2022, Generac's total education sector sales have been 5%, 6%, and 6% respectively.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Generac Power Systems Inc. currently holds two Sourcwell contracts: Contract 041719 for Construction Equipment: The annual sales volume under this contract over the past three years has averaged \$3.69 million per year. 2020: \$1,773,220 2021: \$1,637,695 2022: \$1,535,636 (YTD, June 30, 2022) Contract 031121 for Ground Maintenance Equipment. Generac was awarded this contract in the middle of 2021 and the total sales volume through June 2022 has been \$1.2 million.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Generac holds GSA Contract GS-07F-0407X. Annual sales volume for this contract is: 2020: \$1,184,515 2021: \$1,304,098 2022: \$ 849,224 (YTD, June 30, 2022)	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Oldham County, Kentucky Fiscal Court	Kevin Nuss, Deputy Judge Executive	502-222-9357	*
City of Highland Heights Fire Department	William Bernhard, Assistant Chief	440-544-251	*
City of Providence, KY WWTP	Terry Rice	270- 667-7332	*
Village of Kimberly	Allyn Dannhoff	920-788-7507, ext. 115	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of Louisiana	Government	Louisiana - LA	IDIQ type state contract for the purchase of generator sets (2 kW to 1 mW) as needed by the state	2kW - 1 mW generators	\$20.2 million	*

Stevenson High School	Education	Illinois - IL	<p>Stevenson High School had an existing power plant that has 3 x 750 kW natural gas generators. A new addition to the building required them to build out that power plant, adding 1500 kW of power. The school is part of a Demand Response program with a local utility that will ask them to go off grid during peak power demands. They needed a third-party paralleling system, Siemens, and the remote radiator.</p> <p>Solution Generac's distributor, Zonatherm, recommended a 1500 kW Modular Power System to meet all the school's needs. They partnered with Wight & Co to create the design and layout of the system. This was the first time Generac was paralleled with a Siemens system.</p>	1500 MPS solution comprised of 2x 750 kW natural gas generators	\$1.2 million	*
Culinary Nutrition Center	Education	Massachusetts - MA	<p>Scope of Project: 3x500 NG system. A new \$21 million culinary and nutrition center opened its doors, offering healthier food options to students. Springfield is the first city in the nation to use federal food service funds in a unique city-school partnership. The city bonded for \$14 million towards the project in order to rehabilitate the warehouse to make it a viable space. The goal of the center is to create jobs and feed fresh, not packaged or processed food, to the kids.</p> <p>Solution ASNE recommended a Generac 1500 kW MPS. The MPS solution consisted of three paralleled 500 kW natural gas generators. Paralleled generators offer redundancy, reliability and flexibility. Generac was able to guarantee that at least one of the three generators would be serving life safety loads in less than ten seconds. Even if one or two units are offline for maintenance, systems will still be supported. The MPS would not have been as successful without the use of natural gas fuel. "We took the need for a large generator for a facility and broke it up into multiple units," said McEvoy. "It brought down the amount of gas needed, it brought down the cost of the project and added the value of redundancy."</p>	1500 MPS solution comprised of 3x 500 kW natural gas generators	\$1.1 million	*

University of Utah	Education	Utah - UT	<p>Scope of Project: the University of Utah opened a new multi-tier data center. The 74,000-square-foot facility consolidates seven different stand-alone data centers across the university campus. Ultimately, it is intended to house data from nearly all campus entities, including University of Utah Hospital, and the various academic departments. The current data center is the first phase of a project expected to expand as the university's data needs grow.</p> <p>Solution</p> <p>Originally the specification had required several large, 2-megawatt single-engine generators connected in parallel using traditional switchgear. Such an approach has some drawbacks, largely due to the cost, complexity, space requirements and integration issues associated with traditional paralleled systems. As a result, Generac power solutions manager Curt Gibson and Generac dealer Energy Management Corp. (EMC) believed that a Generac MPS solution would be an ideal alternative for this application. "Generac MPS solutions reduce complexity and costs by eliminating the custom paralleling controls," Gibson said. "That's often a very attractive differentiator. Eliminating external switchgear also meet the noise criteria in the spec (the Gemini units were quieter at the outset than the competitive product) and accommodates future expansion. The five Gemini units on the one bus were installed and commissioned in 2011. The other six units are slated to be installed in the near future as needed. A 22,000-gallon diesel fuel tank serves the five Gemini units, and a separate tank will be installed with the other six units. "From a sheer installation standpoint, it's a lot less expensive. Cheaper to buy, faster and easier to install," said Josh Pettersson, project manager for Wasatch Electric.</p>	5000 kW MPS solution comprised of 5 x MD1000 kW Gemini	\$1.8 million
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Santa Clara, CA County Jail	Government	California - CA	<p>The facility already had a 2500 kW generator onsite, but they were in need of a new solution. "The original backup generators for the jail were being demolished, so new exterior grade generators were required," said Jerry Jones, Layton Construction Company. "For a facility of this type, there is no margin of time allowable for zero power."</p> <p>Solution Instead of relying on a single generator during power emergencies, more engineers are recognizing the benefit of paralleled generators. This solution gave them several flexible options including the N+1 protection. A generator system with 1500 kW is what the project requires, but Santa Clara County requested the 2500 kW backup to support future growth. This also gave them the option to repair and maintain the engine and still have onsite power without a portable rental.</p>	2500 kW MPS solution comprised of 2 x MD1000 kW Gemini and 1 x MD500 kW	\$950,000	*
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Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Generac has specific market channels (or business units) to better serve our customers. Those market channels each have their own dedicated executive management team with overall responsibility for the group and a sales team/force that is 100% dedicated to serving the markets they cover. The C&I sales group will have overall responsibility for marketing and fulfilling all Sourcewell business. Each individual industrial distributor has their own dedicated Regional Business Manager (RBM), Power Solutions Manager (PSM), and Inside Sales Representative (ISR) that work directly with them. In addition, the C&I business unit has their own dedicated sales engineering team, engineering team, marketing team, and customer service/support team which allows us to focus on the customer while managing their quotes and orders with flexibility, speed, reliability and innovation.</p> <p>In addition, Generac Power Systems has field-based engineering support personnel throughout the United States. These field-based engineering support personnel are made up of both Power Solutions Managers (PSMs) and regional sales managers (RSMs). The PSM's and RSM's reside in strategic locations across the United States and Canada that allow for timely support.</p> <p>The Power Solution Managers are power industry experts. Their primary goal is to support our industrial distributors on technical applications and ensure the right product is used for the right application; this is usually accomplished during the initial phase of our sales process. The PSM's are also used as in-field training instructors where they teach formal and accredited courses that are focused on the power generation industry. These courses are mainly provided to electrical engineering firms within their respective territories; however, the PSMs are available to train or teach other firms/establishments with an interest in power generation.</p>

27	Dealer network or other distribution methods.	Our industrial distribution network consists of a combination of primary distributors that cover a particular region, as well as a network of support dealers serving the North American market. Our industrial distributors are contracted with Generac to solely represent Generac and its products, so they are focused 100% on sales distribution, delivery, and service of our equipment and products. These distributors have a collective salesforce of over 250+ people covering all 50 US states and Canadian providences. Over the past five years, we have expanded our dealer network through acquisitions and organic means, in order to increase our sales and service opportunities. Additionally, in 2020, we acquired our industrial distributor in northern California to give us direct coverage of the west coast of the United States and accelerate our sales and service efforts in this part of the country. The industrial distributors and support dealers provide industrial and commercial end users with ongoing sales, project consulting and management, installation, service and product support. Our industrial distributors and dealers help maintain the local relationships with commercial electrical contractors, specifying engineers and national account regional buying offices. Generac and their distributor partners also sell to certain Engineering, Procurement and Construction (EPC) companies and other companies that specialize in managing more complex power generation projects, including microgrid projects and Energy-as-a-Service applications.	*
28	Service force.	Generac employs inside trained technical service representatives with the primary responsibility of supporting our distributors and dealers across the U.S. and Canada. Generac's Commercial & Industrial Technical Service Organization is made up of trained technicians whose primary responsibility is to support our Industrial Dealer network. They provide technical phone support 24/7/365 for the Industrial Distributor technicians who are actively servicing the Generac Product. See Figure 1 attached for technician coverage within the 48 contiguous states (Generac also has sales/service coverage in both Hawaii and Alaska). Generac covers North America with 30 Industrial dealers that have certified and trained generator technicians on Industrial/Commercial generators. Our dedicated dealer service network includes over 10,000 trained generator technicians across all market channels as well as 400+ qualified engine service technicians. The majority of the distributor technicians all have company vehicles they drive home each night ready for emergency calls 24/7/365.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Generac follows a typical business-to-business and government-to-business procedure for order processing. In partnership with the distributor, the sales team will provide Sourcewell contract pricing to the Sourcewell/Canoe member. Orders by Sourcewell/Canoe members can be placed either direct to the Generac Government Account Manager, or through the local Generac distributor. The order will be reviewed by an internal sales team member, then entered and processed through our system. An order confirmation and estimated ship date will be provided back to the distributor and Sourcewell/Canoe member. Generac will invoice the Sourcewell/Canoe member direct for orders that are submitted direct to the Government Account Manager. If the order is placed through the Generac Distributor, an invoice will be issued to the Sourcewell/Canoe member from the Generac Distributor. All Sourcewell/Canoe orders will be coded in our internal system so that sales reports can be tracked, and a quarterly administrative fee can be calculated and paid to Sourcewell.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Generac offers its customers support 24/7/365. Internally we have dedicated employees in the areas of sales administration, order management, freight resolution, customer support, and technical support, and we maintain a 24-hour customer service hotline. Generac's internal customer support team is comprised of over 50 team members that field an average of 1500 customer calls per day. The Commercial & Industrial distributors work directly with our internal customer support team to answer customer questions and/or resolve customer issues related to our fielded products and services. Our distributor network serves many mission critical customers such as hospitals, nursing homes, and data centers that demand immediate response times. Our distributor network is strategically located to provide customers the quickest onsite support when in the time of need. Our distributor network's target is to respond to emergency calls within two hours. Our distribution then prioritizes health and safety of specific jobs.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are more than willing and able to provide our offered products and services to Sourcewell member agencies in the United States. With a vast network of over 8,000 independent dealers, and over 10,000 trained dealer technicians across all market channels, we are ready and able to serve all Sourcewell entities in North America.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Generac is more than willing and able to provide our offered products and services to Sourcewell member agencies in Canada. Generac has a market presence in Canada with a strong distribution network already in place. One of Generac's largest industrial distributors, Total Power, has locations in Ontario, Alberta, Nova Scotia, and British Columbia. Generac also has other distributors located in Saskatchewan, Manitoba, and Quebec.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Our extensive dealer networks cover all of North America including Alaska and Hawaii.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Our extensive dealer networks cover all of North America including Alaska and Hawaii.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Our extensive dealer networks cover all of North America, Alaska, Hawaii, and U.S. Territories. At this time there are no specific contract requirements or restrictions that would apply to these participating entities.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Generac's marketing strategy for a Sourcewell contract would consist of the following:</p> <p>Generac Internal and Dealer Communications</p> <ul style="list-style-type: none"> • Develop a comprehensive launch package for Generac dealers that includes a Sourcewell overview including key positioning points, Sourcewell-Generac agreement highlights, pricing overview, and Sourcewell Membership information. • Communicate broadly to Generac dealers via our partner communication channels regarding the scope/availability of the Sourcewell-Generac agreement. • Host webinars with Generac Dealers and Sourcewell representatives to review the agreement, terms, membership specifics, Sourcewell marketing/sales support, and key targets by region. • Establish a regular cadence of communication between Generac and Sourcewell Contract Administrator to include frequency of business reviews, protocols for communication engagement between Sourcewell, Generac, and Generac dealers. • Post summary information of the Sourcewell-Generac relationship on our public website. Complete agreement information including pricing, terms, Member information, and dealer Participation Letters will be loaded to the Generac PowerNet intranet site. <p>Generac External Communications</p> <ul style="list-style-type: none"> • Work collaboratively with Sourcewell to craft and deploy press release statements regarding our new agreement and who can utilize moving forward. • Work proactively with Sourcewell to craft relevant co-branded marketing materials that elaborate on the nature of our relationship, the scope of our agreement, and the process by which clients may procure Generac products and solutions through the Sourcewell-Generac agreement. Please review Attachment 5, 5A, 5B, and Attachments 12-14 for samples of our marketing materials. • Generac will continue to regularly attend national, regional, and supplier-specific trade shows and expos on an annual basis to grow awareness and business within the segment. • We will work collaboratively with Sourcewell to develop relevant promotional materials that will help both Generac and dealer sales representatives' best position Sourcewell and the value of the Sourcewell-Generac agreement to prospective clients in the sectors Sourcewell serves. • Generac will create a Sourcewell-specific page on our external website which contains all the information relevant to the agreement between Generac and Sourcewell – https://www.generacmobileproducts.com/sourcewell • Generac will work collaboratively with Sourcewell post-award to develop a list of priority accounts and project opportunities based on the current Sourcewell Membership list. We will also follow up on all leads provided by Sourcewell in a timely way. Generac has an assortment of branded sales materials, including brochures, cut sheets, and technical specification documents with which we market and promote our offering to key industry sectors. A few of those are included and most are available electronically, 24/7 via www.Generac.com.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Generac engages with customers through an omni-channel digital marketing strategy, allowing customers to interact with us through a variety of different platforms including our website, Google listings, mobile applications, social media tools, and our award-winning project specification tool Power Design Pro™. We use data to help personalize journeys for our customers, ensuring we are compliant along the way. This, in conjunction with our proprietary digital management tools, provides a comprehensive digital experience for our customers.</p> <p>The specific government homepage on our public site provides valuable information to prospective customers looking for Electrical Energy Power Generation solutions and Sourcewell. Similarly, the Generac PowerNet intranet site and Marketing-On-Demand partner software platform provides even more specific information to our Generac and dealer sales force, giving them tools they need to serve our Sourcewell sector customers using the Sourcewell contract. Marketing a new Sourcewell contract would include using Generac's social media accounts to provide the broadest possible reach. These platforms allow us to learn, collaborate and share broadly with a growing audience using technology as a primary source of information.</p> <p>Social Media Generac uses a suite of social media outlets to ensure we reach our customers 24/7 using their communication vehicle of choice. These outlets include: Facebook LinkedIn YouTube Instagram</p> <p>Reference Sites https://www.generacmobileproducts.com/sourcewell https://www.generacmobileproducts.com/products/government-military https://www.generac.com/gsa https://www.generac.com/Industrial/industrial-solutions/municipal https://www.generac.com/Industrial/industrial-solutions/education https://www.generac.com/Industrial/industrial-government</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We perceive Sourcewell as playing a key role in providing opportunities to communicate with current and new Sourcewell Members. Opportunities could include e-mail blasts, direct marketing, newsletters, tradeshow and advertising. We envision having a presence on the Sourcewell website with links to relevant sales and marketing contacts. We would also offer Sourcewell the opportunity to participate in the joint sales force rollout campaign that we described in question number 36 above.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Generac's GSA contract utilizes an e-procurement system through the GSA e-buy portal. Our distributors and National Accounts can also order using our E-procurement portal. For Sourcewell/Canoe Members, Generac would incorporate the use of Sourcewell's new E-procurement system (Buy Sourcewell) into their ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Generac offers various types of optional training and services for our customers through our Professional Development Seminar Series (PDSS) which includes:</p> <ul style="list-style-type: none"> a. Onsite Product Training – Industrial Distributor/Generac b. Product Maintenance Training – Industrial Distributor /Generac c. Product Application Training - Industrial Distributor / Generac d. Generator Sizing – Industrial Distributor / Generac e. Generator Switching - Industrial Distributor / Generac f. Paralleling Concepts and Implementation - Industrial Distributor / Generac g. Generator Reliability - Industrial Distributor / Generac h. National Electric Code - Industrial Distributor / Generac i. UL Listing & NFPA Standards - Industrial Distributor / Generac j. Engines & Alternators - Industrial Distributor / Generac k. Generator Controls - Industrial Distributor / Generac l. Creating Performance Based Specifications - Industrial Distributor / Generac m. Emissions - Industrial Distributor / Generac <p>Generac's Professional Development Seminar Series was designed specifically for practicing engineers/customers who wish to expand their understanding of current technologies, sizing, codes & standards, switching technologies and reliable design characteristics surrounding power systems.</p> <p>Participants who successfully complete an individual seminar and achieve a passing score on the associated final assessment will be awarded Professional Development Hours (PDH) and Continuing Education Units (CEU). This also allows for engineers/customers to expand their knowledge of power generation systems.</p> <p>These PDSS training sessions are optional and can be administered by either our local distributor or a Generac sales team member. Please see Attachment 5 For the list of optional training and service seminars.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>Generac is a leader in the industry for offering technologically advanced products. With more and more companies seeking to reduce their carbon footprints, the challenges of producing cost effective and environmentally friendly generators have been met head on at Generac. We are the leader in gaseous-fueled choices within the market and offer the most competitive total cost of ownership in the industry.</p> <p>Generac control panel platforms are designed and built to improve reliability and prolong sustainability across various climate conditions. Generac's generator control platforms include automotive type sealed watertight connections to resist water intrusion and corrosion build up. In addition, we utilize 4-20 milliamp senders for easy trouble shooting and serviceability. Our control panel platform includes predictive maintenance notifications providing reminders to perform routine maintenance for the preservation of the life of the generator.</p> <p>Generac is the founder of integrated generator paralleling, known as Generac's Modular Paralleling Systems (MPS.) MPS changed the industry by integrating the paralleling controls and switching onto the generator itself verses utilizing complex and expensive 3rd party switch gear. MPS can be powered by either diesel, Bi-Fuel, or Natural Gas, and is appropriate for numerous types of businesses including hospitals, airports, office buildings, schools, and data centers. The MPS has a reliability rate of up to 99.9999% and is more cost effective and flexible than single generator sets with the same load capacity.</p> <p>We also design, engineer and manufacture the 1 MW Gemini "Twin Pack," which incorporates two 500 kW generators within a single enclosure. Its footprint is 20% smaller than a single 1 MW unit and has the same installation cost. The Gemini provides built-in redundancy for superior system reliability and scalability along with load shedding capabilities.</p> <p>Bi-Fuel systems run on a combination of diesel fuel and natural gas, extending the run time of the onsite diesel fuel by up to 75 percent reducing the amount of diesel fuel required to run.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Generac's "green" initiatives are included in attachment 6, Environmental, Social, and Governance (ESG) report.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Generac is currently marketing the use of HVO (Hydrotreated Vegetable Oil) / Renewable Diesel support in our Diesel products.	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Generac Power Systems, Inc. is classified as large business. However, many of our Industrial Distributors and sub-dealers within North America are classified as small businesses while some are further classified and/or certified as Women-Owned Small Business, Veteran-Owned Small Business, SWAM certified, HUB, and minority woman owned. Small business partners include, but are not limited to: Kelly Generators, small business; Federal Contractors Corp, Service-Disabled Veteran-Owned and HUBZone small business; ARCCO, small business; Wolverine, small business; ACF Standby Systems, small business; Huntington Power, woman-owned small business. We have included examples of their certifications for reference, please see Attachment 7, Small Business Certifications.	*
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Generac is the only generator manufacturer that primarily focuses on power generation. Generac provides standby, portable and mobile generators with broad capabilities across the government, industrial, light-commercial, and residential markets. We believe that our engineering capabilities and core focus on generators provides manufacturing flexibility and enables us to maintain a first-mover advantage over our competition for product innovation. We also believe our broad product offerings, diverse distribution model, and strong factory support provide additional advantages. We strive to find the best possible way to provide the greatest return on investment for our customers.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All products include a Limited Warranty, as defined in the product warranty statements, and cover defects in design and workmanship for the defined period. Please refer to Attachment 8 to review our warranty policies for claim procedures, specific qualifying coverages, conditions, and requirements. Normal maintenance items (i.e., oil filters, air filters, etc.) and/or wear items (i.e., brake pads, light bulbs, etc.) are not covered, as set forth in the warranty statements. Generac also offers optional warranty policies up to 10 years.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our basic warranties are comparable with industry standards. Please refer to attached warranty statements in Attachment 8 for specific coverages according to product lines.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Generac's basic/ standard warranties cover technicians' travel and mileage and warranty repairs for a total of 2 years. Generac also offers optional extended warranties which last up to 10 years that also cover repairs, travel and mileage. Please refer to attached warranty statements in Attachment 8 for specific coverages according to product lines.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	Generac has certified technicians in all regions of North America.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All Generac products offered under this RFP and subsequent contract will be covered under Generac's warranty policies.	*
51	What are your proposed exchange and return programs and policies?	Generac may choose to repair, replace, or refund a piece of equipment in its sole discretion. The determination to repair, replace or refund is reviewed on a case-by-case basis.	*
52	Describe any service contract options for the items included in your proposal.	Generac Service/maintenance contract options depend upon the type of product procured and the application it will be used. Service/maintenance agreements are available as open market or sourced services and can be quoted on a case-by-case basis.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	<p>Generac's standard payment terms are NET 30 days, subject to review and approval by our Credit Dept. Under certain situations Generac will consider alternate terms. Generac's standard terms and conditions are list below.</p> <p>Net 30 days, subject to review and approval by our Credit Dept. Payment obligations are not dependent or contingent upon the manner in which purchaser may receive payment from others. No retainage against this order will be permitted unless agreed to ahead of time. Warranty is invalid without factory start up. Startup will be done during normal business hours. Additional charges will be applied to start-ups requested on weekends or off normal business hours.</p>	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Generac offers financing options through Wells Fargo.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Generac will use their standard quote forms, as applicable, to provide a comprehensive quotation with pricing and submittal documents to Sourcewell/Canoe participating entities. This standard form provides detailed information on the equipment being quoted (see attachment 9). Our standard terms and conditions are referenced on the form. The quote reference number can be easily used to convert the quote into an order in our system, thus minimizing the number of documents a Sourcewell/Canoe entity needs to complete to place an order.</p> <p>Our standard account set up form will also be used to establish an account in our system for any new Sourcewell/Canoe entity if they choose to order direct from Generac. Please see attachment 10 for a sample of this document.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-cards as a form of payment. There is no additional cost to Sourcewell Members for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Generac Power Systems is using a line-item discount model. MSRP is determined and then a percentage off that will be applied at the line-item level. Please refer to our attached product pricing sheets in attachment 11.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discounts are approximately 27% - 50% off MSRP depending on product line. Please see product pricing sheets in Attachment 11.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts can be offered on a case-by-case basis.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any "sourced" or "Open Market" item would be quoted and priced at a percentage off standard MSRP list pricing.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total costs associated with the purchase of our products are covered in our pricing matrix. Total cost for contracted items NOT included in our pricing include start-up, standard user training, and freight charges. Freight charges will be defined during the procurement process based on delivery location and quantity of units.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Generac ships from various plant locations, depending upon the products ordered. We contract with dedicated carriers who can also consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer encounters unforeseen site problems where it is necessary to delay delivery of the unit. Shipping costs are a separate line item and will be determined at time of procurement based on delivery location and quantity of products shipping to location. Generac's intent is to ensure freight charged is accurate, competitive and fair to the Sourcwell member.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Generac ships from various plant locations, depending upon the products ordered. We contract with dedicated carriers who can also consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer encounters unforeseen site problems where it is necessary to delay delivery of the unit.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Generac contracts with dedicated carriers who can consolidate shipments to maximize cost savings for the customer. Our carriers also have shipment yards where they can hold units at the customer's cost if a customer encounters unforeseen site problems where it is necessary to delay delivery of the unit.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Because Sourcewell pricing is preferential, all distributors will need to obtain pricing from the Generac Inside Sales Team. All quotations will be coded internally so when an order is placed our system captures the data. All purchase orders will be submitted to our Generac designated account manager for review prior to being sent to our dedicated order management team for processing. Our order management team will audit all orders to confirm they are coded correctly to ensure compliance with the contract. Any errors found by either the Generac designated account manager or the order management team will be relayed to the Sourcewell member with a request for a corrected PO. Generac or its distributor will invoice the Sourcewell member once their order ships and/or all other work such as startup and/or training is completed. Quarterly sales reports will be generated based on the internal coding for Sourcewell orders and the quarterly administrative fee will be calculated and paid accordingly.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Generac will apply the principles of our Supplier Relationship Management plan (SRM) that we use with all channel partners, please refer to attachment 15 for a copy of this plan. In addition to this, Generac will use several internal metrics to measure our contract success. This includes but may not be limited to tracking total dollars being quoted; total quotes being generated; calculating the win rate on quotes generated; and calculating the total dollars ordered.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Generac will offer a 3.0% administrative fee under this RFP and subsequent contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our product offerings as related specifically to the scope of the Electrical Energy Power Generation with Related Parts, Supplies, and Services RFP include stationary standby gaseous (LP Vapor/LP Liquid/Natural Gas/Well Gas) and diesel/Bi-Fuel generators ranging in size from 10 kW up to 2000 kW for single units; up to 12 Mega Watt for MPS systems; 3 kW to 17 kW for portable electrical generators, 7 kW to 150 kW for our residential backup/standby generator sets; 8 kW to 500 kW for our mobile (trailer or skid mounted) generators, 2 kW to 20 kW on our light towers; 100 - 5000 amp automatic transfer switches with NEMA1, NEMA3R, NEMA4X and NEMA12 enclosures and several transition options. In addition, we also offer generator-related design, installation, maintenance, and repair services. Please refer to attachment 12, The Generac Advantage Brochure, as well as attachments 13- 14 to review all the products and services we can offer Sourcewell/Canoe members.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> a. Generator b. Genset c. Standby Emergency Generators and Generator Sets d. Stationary Standby Emergency Generators and Generator Sets e. Prime Powered Generators and Generator Sets f. Diesel Generators g. Natural Gas Generators h. LP Generators i. Bi-Fuel Generators j. Modular Power Systems (MPS) k. Gemini® l. Home Standby Generators m. Portable Generators n. Mobile Generators o. Mobile Light Towers p. Trailer Mounted Generators q. Skid Mounted Mobile Generators r. Trailer Mounted Light Towers s. Transfer Switches: <ul style="list-style-type: none"> i. Open w/Service Entrance Rated ii. Closed iii. Closed w/Service Entrance Rated iv. Bypass Open v. Bypass Closed vi. Open vii. Open-Manual Transfer Switch

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Stationary electrical generation systems, backup or standby generator sets, mobile and ground power units, and trailer mounted generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Please see Attachment 13 for details on the products Generac is offering under this RFP.
72	Parts and accessories, including enclosures, fuel tanks, automatic transfer switches, paralleling equipment, switch gears, connection boxes, controls, alarm modules, batteries, block heaters, and networking tools	<input checked="" type="radio"/> Yes <input type="radio"/> No	Generac's offerings include enclosures, fuel tanks, automatic transfer switches, paralleling equipment, controls, batteries, block heaters, and other accessories.
73	Related services, including design, customization, engineering, commissioning, installation, delivery, maintenance, repair, training and operation, service and maintenance agreements, decommissioning and repurposing, custom shop work, and rental services	<input type="radio"/> Yes <input checked="" type="radio"/> No	Due to endless number of variables that can be specific to any one project and/or job site, these related services would need to be separately priced and can be offered as open market services.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Attachment 11 Industrial & Mobile Price List- Sourcewell.xlsx - Thursday September 22, 2022 10:17:13
 - [Financial Strength and Stability](#) - Attachment 1 & 2 Financial Strength and Stability.pdf - Wednesday September 21, 2022 17:06:05
 - [Marketing Plan/Samples](#) - Sourcewell Proposed Marketing Plan with Samples-Attach 5,5A,5B,12,13,14.pdf - Thursday September 22, 2022 09:43:33
 - [WMBE/MBE/SBE or Related Certificates](#) - Attachment 7 Small Business Certifications.pdf - Wednesday September 21, 2022 17:20:54
 - [Warranty Information](#) - Attachment 8 Warranties.pdf - Wednesday September 21, 2022 17:20:05
 - [Standard Transaction Document Samples](#) - Attachment 9 & 10 Transaction Document Samples.pdf - Wednesday September 21, 2022 17:34:38
 - [Upload Additional Document](#) - Cover Letter with Attachments 3,4,6,15 & Fig 1.pdf - Thursday September 22, 2022 09:44:12

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Lynn Jones, Account Manager II - Government Sales, Generac Power Systems Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Fri September 9 2022 09:10 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Tue September 6 2022 02:37 PM	<input checked="" type="checkbox"/>	1
Addendum_2_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 31 2022 07:52 AM	<input checked="" type="checkbox"/>	1
Addendum 1_Electrical_Energy_Power_Generation_Equipment_RFP_092222 Wed August 10 2022 11:35 AM	<input checked="" type="checkbox"/>	1

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 28, 2023

SUBJECT: LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR STANTON PARK

REPORT IN BRIEF:

In order to continue the License Agreement for Stanton Park (Assessor's Parcel Numbers 131-091-19 and 131-091-29) between Southern California Edison (SCE) and the City of Stanton, it is necessary to approve the proposed agreement for a term of five (5) years commencing July 1, 2023 and ending on June 30, 2028. The City will pay SCE the sum of \$6,713.74 for the term of the contract.

RECOMMENDED ACTIONS:

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, 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; and
2. Approve the Southern California Edison License Agreement No. 9.1976 to continue leasing Assessor's Parcel Numbers 131-091-19 and 131-091-29 for Stanton Park for a five-year period commencing July 1, 2023 to June 30, 2028; and
3. Authorize the City Manager to execute said agreement.

BACKGROUND:

In 1985, the City entered a five (5) year lease with SCE for the use of property as defined by Assessor's Parcel Numbers 131-091-19 and 131-091-29 (Stanton Park).

On February 27, 2018, the City Council approved Agreement 9.1976 with SCE in order to continue leasing Stanton Park.

ANALYSIS/JUSTIFICATION:

The City wishes to continue the License Agreement with SCE for the use of property as defined by Assessor's Parcel Numbers 131-091-19 and 131-091-29 (Stanton Park) for community recreational and parkland purposes. The term of the proposed agreement is five (5) years, commencing July 1, 2023 and continuing through June 30, 2028.

FISCAL IMPACT:

The total cost of the five-year agreement is \$6,713.74, or \$1,342.75 annually. Staff will include \$1,342.75 annually in the City's proposed Operating Budget for Fiscal Years 2023-24 through 2027-28.

ENVIRONMENTAL IMPACT:

This action requested in this report is categorically exempt under the California Environmental Quality Act, 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.

LEGAL REVIEW:

The City Attorney has reviewed the Agreement.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 3: Provide a high quality infrastructure.

Prepared by: Cesar Rangel, Director of Public Works/City Engineer

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. License Agreement No. 9.1976

CITY OF STANTON

L I C E N S E A G R E E M E N T

I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (____)/(____/____)
Licensor/Licensee

37. INDUCED VOLTAGES

38. NOTICES

39. RECORDING

40. COMPLETE AGREEMENT

41. SIGNATURE AUTHORITY

42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARKING

PARK USE

TREES

TREES/LANDSCAPING

Initial (____)/(____/____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF STANTON, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being all of Assessor's Parcel Numbers 131-091-19 and 131-091-29, situated in the City of Stanton, County of Orange, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (____)/(____/____)
Licensor/Licensee

1. Use: Licensee will use the Property for park and public recreation purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of July, 2023 and ending on the last day of June, 2028. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Six Thousand Seven Hundred Thirteen and 74/100 Dollars (\$6,713.74) upon the execution and delivery of this Agreement for the full term of this Agreement. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor.

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$2,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.
- (d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained

Initial (____)/(____/____)
Licensor/Licensee

under a self-insurance program reasonably satisfactory to Licensor. Park and recreation use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

Initial (____)/(____/____)
Licensor/Licensee

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

Initial (____)/(____/____)
Licensor/Licensee

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

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17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and

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employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.

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- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licenser shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licenser provides an initial written notice of such failure. After providing initial notice under this provision, Licenser will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licenser at law or in equity, Licenser shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licenser.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licenser shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licenser shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licenser be responsible for the value of Licensee's personal property.

Licenser shall have the right to charge and recover from Licensee all costs and expenses incurred by Licenser related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licenser's initial use of the Property. Licensee agrees to pay such expenses to Licenser upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE

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AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide

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range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Vegetation & Land Management
Land Management – Southern Region
2 Innovation Way
Pomona, CA 91768

To Licensee: City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Business Telephone No. (714) 379-9222

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Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

CAROLINA BEDOLLA
Real Estate Specialist
Land Management – Southern Region
Vegetation & Land Management

Date

LICENSEE:

CITY OF STANTON

By _____

HANNAH SHIN-HEYDORN, City Manager

Date

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APPENDIXGuidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 -foot radius around suspension tower legs, H-Frames and poles

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- c. 100-foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the “drip line” of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor’s prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

- a. Must have axles and wheel and be able to be moved
- b. Maximum length: 40 feet
- c. Maximum height: 15 feet
- d. Maximum width: 12 feet
- 2. No trailers will be permitted within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor “drip lines”

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3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the “drip lines” without Licensor’s prior written approval. Parking spaces to be identified under the approved site plan. “No Parking” striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor’s access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor’s prior written approval.

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A D D E N D U M

PARKING

- A. Vehicles parked on the Property are limited to those owned by Licensee and its employees, invitees, customers and visitors. Licensee will not allow the storage, repairing or refueling of any vehicles on the property.
- B. Licensor only allows overflow parking. No portion of the Property will be used to satisfy the minimum parking requirements of any government agency.
- C. Licensee must obtain prior written approval from Licensor for any vehicle parking improvements and/or subsequent modification. Licensee will maintain parking improvements at all times in a safe condition satisfactory to Licensor.
- D. At any time, Licensor may require removal, modification, or relocation of any portion of the parking improvements. At Licensee's sole expense, Licensee will remove, modify, or relocate same to a location satisfactory to Licensor, within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- E. Parking will be permitted in designated areas only. Unless prior written approval is received from Licensor, no parking will be permitted under or within ten (10) feet of the "drip line" of Licensor's overhead electrical conductors.
- F. All parking spaces and parking improvements are to be identified on a site plan and submitted to Licensor to obtain prior written approval from Licensor.
- G. Bollards, K-rails, or "No Parking" striping may be required to protect Licensor's structures or in areas where additional clearance is required.
- H. The Licensee's parking area shall not interfere with the Licensor's minimum access road requirements.

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A D D E N D U M

PARK USE

- A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.
- D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."
- E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."
- F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."
- G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.
- I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.
- J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

A D D E N D U M

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Licensor/Licensee

A D D E N D U M

TREES

1. Licensee agrees and accepts full responsibility for the maintenance and/or removal of existing trees/shrubs located on the licensed property. All costs associated with the maintenance and/or removal of trees/shrubs will be the sole burden of Licensee.
2. Periodically, the licensed area will be inspected by Licensor, and upon determination that any tree/shrub requires trimming or removal; Licensee will be notified and provided with a cost estimate for the required work to be done by Licensor's contractor.
3. Licensee has the option of using Licensor's contractor or choosing their own; however failure of Licensee to contact Licensor within 30 days of notice indicating their choice, will result in licensor's contractor performing the work and billing Licensee for the costs. Should Licensee decide to perform the work, all work must be completed within 60 days of written notice. Failure to do so will result in Licensor's contractor performing the work and billing Licensee.
4. Trees/shrubs will be maintained at maximum 15' height limit. Failure to do so will require removal at Licensee's expense.
5. Upon expiration or cancellation of License Agreement, or sale of your adjacent property to a new owner, Licensee agrees to remove all trees/shrubs at the sole expense of Licensee.
6. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees/shrubs within licensed area.

Initial (____)/(____/____)
Licensor/Licensee

A D D E N D U M

TREES/LANDSCAPING

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (____)/(____/____)
Licensor/Licensee

ORDINANCE NO. 1127

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 20.400.330 OF THE STANTON MUNICIPAL CODE REGARDING ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS TO ENSURE CONSISTENCY WITH STATE REGULATIONS

WHEREAS, on October 9, 2019, Governor Gavin Newsom signed Senate Bill (“SB”) 13, Assembly Bill (“AB”) 68, and AB 881 into law, which amended Government Code sections 65852.2 and 65852.22 and added Health and Safety Code section 17980.12. Collectively, these bills established new Statewide requirements for the development and use of accessory dwelling units (“ADUs”) and junior accessory dwelling units (at times herein referred to as “Junior ADUs,” and at others generally as “ADU”). Thereafter, AB 3182 further amended California Government Code section 65852.2’s ADU and JADU standards; and

WHEREAS, in response to these changes in state law, the City adopted Ordinance 1108 to amend and update Stanton Municipal Code Section 20.400.330 (Accessory Dwelling Units). As permitted under state law, Ordinance No. 1108 included, among other things, objective standards pertaining to the size, location, height, and architecture of ADUs in the City; and

WHEREAS, on September 28, 2022, Governor Gavin Newsom signed Senate Bill (“SB”) 897 into law, which further amended Government Code sections 65852.2 and 65852.22, added section 65852.23, and amended Health and Safety Code section 17980.12. This bill established new Statewide requirements for the development of ADUs and JADUs; and

WHEREAS, City staff has determined that further amendments and revisions to the City’s regulation of ADUs and JADUs are necessary and appropriate to comply with state law, add additional clarity, and protect the health, safety, and welfare of the community; and

WHEREAS, staff and the City Attorney prepared the proposed Ordinance, including the proposed language and terminology, and any additional information and documents deemed necessary for the Planning Commission to take action; and

WHEREAS, on January 18, 2023, the Planning Commission conducted and concluded a duly noticed public hearing concerning the Zoning Text Amendment contained herein as required by law and received testimony from City staff and all interested parties regarding the proposed amendments and recommended that the City Council adopt the amendments; and

WHEREAS, on February 14, 2023, the City Council conducted and concluded a duly noticed public hearing concerning the Municipal Code amendments contained herein as required by law and received testimony from City staff and all interested parties regarding the proposed amendments; and

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

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

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

SECTION 2. Amendment to SMC Section 20.400.330. The City Council of the City of hereby amends Stanton Code Title 20, Zoning, Section 20.400.330, Accessory Dwelling Units, and restates it to read as follows:

Section 20.400.330 Accessory Dwelling Units

- A. **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22.
- B. **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
1. Deemed to be inconsistent with the City's General Plan and zoning designation for the lot on which the ADU or JADU is located.
 2. Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 3. Considered in the application of any local ordinance, policy, or program to limit residential growth.
 4. Required to correct a nonconforming zoning condition, as defined in subsection C(7) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
- C. **Definitions.** As used in this section, terms are defined as follows:
1. "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:

- a. An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - b. A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
2. “Accessory structure” means a structure that is accessory and incidental to a dwelling located on the same lot. Refer to Section 20.700.070.
3. “Complete independent living facilities” means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
4. “Efficiency kitchen” means a kitchen that includes all of the following:
- a. A cooking facility with appliances.
 - b. A food preparation counter and storage cabinets that are of a reasonable size in relation to the size of the JADU.
5. “Junior accessory dwelling unit” or “JADU” means a residential unit that all of the following:
- a. It is no more than 500 square feet in size.
 - b. It is contained entirely within an existing or proposed single-family structure. An enclosed use within the residence, such as an attached garage, is considered to be a part of and contained within the single-family structure.
 - c. It includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure.
 - d. If the unit does not include its own separate bathroom, then it contains an interior entrance to the main living area of the existing or proposed single-family structure in addition to an exterior entrance that is separate from the main entrance to the primary dwelling.
 - e. It includes an efficiency kitchen, as defined in subsection C(4) above.
6. “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
7. “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.

8. “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
9. “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
10. “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
11. “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. **Approvals.** The following approvals apply to ADUs and JADUs under this section:

1. **Building-permit Only.** If an ADU or JADU complies with each of the general requirements in subsection E below, it is allowed with only a building permit in the following scenarios:
 - a. **Converted on Single-family Lot:** One ADU as described in this subsection D(1)(a) and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
 - i. Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
 - ii. Has exterior access that is independent of that for the single-family dwelling; and
 - iii. Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes; and
 - iv. The JADU complies with all the requirements of Gov. Code section 65852.22.
 - b. **Limited Detached on Single-Family Lot.** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection D(1)(a) above), if the detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four-feet.

- ii. The total floor area is 800 square feet or smaller.
 - iii. The peak height above grade does not exceed the applicable height limit provided in subsection E(2) below.
 - c. **Converted on Multifamily Lot.** One or more ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. Under this subsection D(1)(c), at least one converted ADU is allowed within an existing multifamily dwelling, and up to a quantity equal to 25 percent of the existing multifamily dwelling units.
 - d. **Limited Detached on Multifamily Lot.** No more than two detached ADUs on a lot that has an existing or proposed multifamily dwelling if each detached ADU satisfies the following limitations:
 - i. The side- and rear-yard setbacks are at least four-feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the City will not require any modification to the multifamily dwelling as a condition of approving the ADU.
 - ii. The peak height above grade does not exceed the applicable height limit provided in subsection E(2) below.
2. **ADU Permit.**
- a. Except as allowed under subsection (D)(1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections E and F below.
 - b. The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU-permit processing fee is determined by the Director and approved by the City Council by resolution.
3. **Process and Timing.**
- a. An ADU permit is considered and approved ministerially, without discretionary review or a hearing.

- b. The City must approve or deny an application to create an ADU or JADU within 60 days from the date that the City receives a completed application. If the City has not approved or denied the completed application, the application is deemed approved unless either:
 - i. The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - ii. When an application to create an ADU or JADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay acting on the permit application for the ADU or JADU until the City acts on the permit application to create the new single-family or multifamily dwelling, but the application to create the ADU or JADU will still be considered ministerially without discretionary review or a hearing.
- c. If the City denies an application to create an ADU or JADU, the City must provide the applicant with comments that include, among other things, a list of all the defective or deficient items and a description of how the application may be remedied by the applicant. Notice of the denial and corresponding comments must be provided to the applicant within the 60-day time period established by subsection D(3)(b) above.
- d. A demolition permit for a detached garage that is to be replaced with an ADU is reviewed with the application for the ADU and issued at the same time.

E. **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsections D(1) or D(2) above:

1. **Location.**

- a. An ADU or JADU subject only to a building permit under subsection D(1) above may be created on a lot in a residential or mixed-use zone.
- b. An ADU or JADU subject to an ADU permit under subsection D(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

2. **Height.**

- a. Except as otherwise provided by subsections E(2)(b) and E(2)(c) below, a detached ADU created on a lot with an existing or proposed

single family or multifamily dwelling unit may not exceed 16 feet in height.

- b. A detached ADU may be up to 18 feet in height if it is created on a lot with an existing or proposed single family or multifamily dwelling unit that is located within one-half mile walking distance of a major transit stop or a high quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code, and the ADU may be up to two additional feet in height (for a maximum of 20 feet) if necessary to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.
- c. A detached ADU created on a lot with an existing or proposed multifamily dwelling that has more than one story above grade may not exceed 18 feet in height.
- d. An ADU that is attached to the primary dwelling may not exceed 25 feet in height or the height limitation imposed by the underlying zone that applies to the primary dwelling, whichever is lower. Notwithstanding the foregoing, ADUs subject to this subsection E(2)(d) may not exceed two stories.
- e. For purposes of this subsection E(2), height is measured above existing legal grade to the peak of the structure.

3. **Fire Sprinklers.**

- a. Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.
- b. The construction of an ADU does not trigger a requirement for fire sprinklers to be installed in the existing dwelling.

4. **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days. This prohibition applies regardless of when the ADU or JADU was created.

5. **No Separate Conveyance.** Subject to Government Code Section 65852.26, an ADU or JADU may be rented long-term, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

6. **Septic System.** If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
7. **Owner Occupancy.**
 - a. An ADU that is permitted after January 1, 2020, but before January 1, 2025, is not subject to any owner-occupancy requirement.
 - b. Unless applicable law requires otherwise, all ADUs that are created on or after January 1, 2025, are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
 - c. As required by state law, all JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.
8. **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
 - a. Except as otherwise provided in Government Code Section 65852.26, the ADU or JADU may not be sold separately from the primary dwelling.
 - b. The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
 - c. The deed restriction runs with the land and may be enforced against future property owners.
 - d. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been eliminated. The Director may then determine

whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.

- e. The deed restriction is enforceable by the Director or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

9. **Building & Safety.**

- a. **Must comply with building code.** Subject to subsection E(9)(b) below, all ADUs and JADUs must comply with all local building code requirements.
- b. **No change of occupancy.** Construction of an ADU does not constitute a Group R occupancy change under the local building code, as described in Section 310 of the California Building Code, unless the building official or Code Enforcement Division officer makes a written finding based on substantial evidence in the record that the construction of the ADU could have a specific, adverse impact on public health and safety. Nothing in this subsection E(9)(b) prevents the City from changing the occupancy code of a space that was uninhabitable space or that was only permitted for nonresidential use and was subsequently converted for residential use in accordance with this section.

F. **Specific ADU Requirements.** The following requirements apply only to ADUs that require an ADU permit under subsection D(2) above.

1. **Maximum Size.**

- a. The maximum size of a detached or attached ADU subject to this subsection F is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two or more bedrooms.

- b. An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
- c. Application of other development standards in this subsection F, such as FAR or lot coverage, might further limit the size of the ADU, but no application of the percent-based size limit in subsection F(1)(b) above or of an FAR, lot coverage, front setback, or open-space requirement may require the ADU to be less than 800 square feet.

2. **Floor Area Ratio (FAR).** No ADU subject to this subsection F may cause the total FAR of the lot to exceed, subject to subsection F(1)(c) above:

FAR/Target Range		General GLMX	North Gateway NGMX	South Gateway SGMX
Target Range	Density	<i>Density range for residential uses expressed as dwelling units per NET acre.</i>		
Residential Uses		25 - 45 du/ac	25 - 45 du/ac	30 - 60 du/ac
Target Range	Intensity	<i>Floor area ratio (FAR) for nonresidential uses</i>		
Nonresidential Uses (1)		1.0 - 2.0	1.0 - 2.0	1.5 - 3.0

3. **Lot Coverage.** No ADU subject to this subsection F may cause the total lot coverage of the lot to exceed the following coverage, subject to subsection F(1)(c) above.

Lot Coverage	RE	RL	RM	RH
Interior Lot	30%	40%	50%	65%
Corner Lot	35%	45%	50%	65%

4. **Impervious surface coverage.** Maximum percentage of the total gross lot area that may be covered by structures and impervious surfaces shall not exceed 70 percent, subject to subsection F(1)(c) above.

5. **Setbacks.**

a. Front-yard setback.

- i. Subject to subsection F(5)(a)(ii), no part of any ADU subject to this subsection F may be located within 25 feet of the front property line.
- ii. If the front yard setback is the only location on the lot where an ADU may be lawfully constructed, then the ADU may encroach into the required front yard setback as necessary to enable the construction of an 800 square foot unit.

b. An ADU that is subject to this subsection F must conform to 4-foot side-and rear-yard setbacks.

c. No setback is required for an ADU that is subject to this subsection F if the ADU is constructed in the same location and to the same dimensions as an existing structure.

6. **Passageway.** No passageway, as defined by subsection C(8) above, is required for an ADU.

7. **Parking.**

a. Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection C(11) above.

b. Exceptions. No parking under subsection F(7)(a) is required in the following situations:

- i. The ADU is located within one-half mile walking distance of public transit, as defined in subsection C(10) above.
- ii. The ADU is located within an architecturally and historically significant historic district.
- iii. The ADU is part of the proposed or existing primary residence (single-family converted ADUs, not multifamily converted) or an accessory structure under subsection D(1)(a) above.
- iv. When on-street parking permits are required but not offered to the occupant of the ADU.

- v. When there is an established car share vehicle stop located within one block of the ADU.
- vi. When the permit application to create an ADU is submitted with an application to create a new single-family or new multifamily dwelling on the same lot, provided that the ADU or the lot satisfies any other criteria listed in subsections F(7)(b)(i) through F(7)(b)(v) above.
- c. No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

8. **Architectural Requirements.**

- a. The materials and colors of the exterior walls, roof, and windows and doors must match the appearance and architectural design of those of the primary dwelling.
- b. The roof slope must match that of the dominant roof slope of the primary dwelling. The dominant roof slope is the slope shared by the largest portion of the roof.
- c. The exterior lighting must be limited to down-lights or as otherwise required by the building or fire code.
- d. The ADU must have an independent exterior entrance, apart from that of the primary dwelling.
- e. The interior horizontal dimensions of an ADU must be at least 10 feet wide in every direction, with a minimum interior wall height of seven feet.

G. **Fees.** The following requirements apply to all ADUs that are approved under subsections D(1) or D(2) above.

1. **Impact Fees.**

- a. No impact fee is required for an ADU that is less than 750 square feet in size. For purposes of this subsection G(1), “impact fee” means a “fee” under the Mitigation Fee Act (Gov. Code § 66000(b)) and a fee under the Quimby Act (Gov. Code § 66477). “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.

- b. Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.)

2. **Utility Fees.**

- a. If an ADU or JADU is constructed with a new single-family home, a separate utility connection directly between the ADU or JADU and the utility and payment of the normal connection fee and capacity charge for a new dwelling are required.
- b. Except as described in subsection G(2)(a), converted ADUs on a single-family lot, created under subsection D(1)(a) above, are not required to have a new or separate utility connection directly between the ADU and the utility. Nor is a connection fee or capacity charge required unless the ADU is constructed with a new single-family home.
- c. Except as described in subsection G(2)(a), all ADUs not covered by subsection G(2)(b) above require a new, separate utility connection directly between the ADU and the utility.
 - i. The connection is subject to a connection fee or capacity charge that is proportionate to the burden created by the ADU based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system.
 - ii. The portion of the fee or charge that is charged by the City may not exceed the reasonable cost of providing this service.

H. **Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.**

- 1. **Generally.** The City will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
- 2. **Unpermitted ADUs constructed before 2018.**
 - a. **Permit to Legalize.** As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if denial is based on either of the following grounds:

- i. The ADU violates applicable building standards, or
- ii. The ADU does not comply with the state ADU law (Government Code section 65852.2) or this ADU ordinance (section 20.400.330).

b. **Exceptions.**

- i. Notwithstanding subsection H(2)(a) above, the City may deny a permit to legalize an existing but unpermitted ADU that was constructed before January 1, 2018, if the City makes a finding that correcting a violation is necessary to protect the health and safety of the public or of occupants of the structure.
- ii. Subsection H(2)(a) above does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.

I. **Nonconforming ADUs and Discretionary Approval.** Any proposed ADU or JADU that does not conform to the objective standards set forth in subsections A through H(2) of this section may be allowed by the City with a use permit, in accordance with Chapter 20.550.

J. **Restricted Areas.** ADUs or JADUs shall not be allowed where roadways, public utilities and services are inadequate with reference to objective and published thresholds established by the utility or service provider. To ensure access by public safety vehicles, an ADU may not be located on a lot that fronts a roadway that is narrower than the minimum road width standards established by the Orange County Fire Authority's Master Plans for Commercial and Residential Development (as the same may be amended from time to time), unless: (a) one on-site parking space is provided for each bedroom included in the ADU; and (b) replacement on-site parking spaces are provided for any parking spaces that are lost or converted to accommodate the ADU.

SECTION 3. Effect of Restatement. All restated, unamended provisions of the Stanton Municipal Code that are repeated herein are repeated only to aid decision makers and the public in understanding the effect of the proposed changes. Restatement of existing provisions does not constitute a new enactment.

SECTION 4. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance, and, to that end, the provisions hereof are severable. The City Council of the City of Stanton declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this ordinance are declared invalid.

SECTION 5. CEQA. The City Council determines that the adoption of this Ordinance is exempt from additional environmental review under California Public Resources Code Section 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Section 65852.2 of the California Government Code.

SECTION 6. Adoption, Certification, and Publication. The City Clerk of the City of Stanton shall certify the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published and/or posted in the manner required by law. This Ordinance shall take effect 30 days after its adoption.

SECTION 7. SUBMISSION TO HCD. The City Clerk shall submit a copy of this Ordinance to the Department of Housing and Community Development within 60 days after adoption.

PASSED, APPROVED, AND ADOPTED this 28th day of February, 2023.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1127 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 14th day of February, 2023 and was duly adopted at a regular meeting of the City Council held on the 28th day of February, 2023, by the following roll-call vote, to wit:

AYES:	COUNCILMEMBERS:	_____
NOES:	COUNCILMEMBERS:	_____
ABSENT:	COUNCILMEMBERS:	_____
ABSTAIN:	COUNCILMEMBERS:	_____

CITY CLERK, CITY OF STANTON

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 28, 2023

SUBJECT: AUTHORIZATION FOR COUNCIL MEMBERS TO ATTEND UPCOMING MEETINGS AND EVENTS

REPORT IN BRIEF:

Pursuant to the City of Stanton Travel and Reimbursement policy, a Council Member must receive City Council approval prior to a trip if the trip will exceed \$500. Council will consider the following requests for travel:

- Mayor David J. Shawver
 - Event: Public-Private Partnership Conference & Expo
 - Location: Dallas, TX
 - Dates: March 6 – 8, 2023
- Mayor David J. Shawver
 - Event: League of California Cities 2023 City Leaders Summit
 - Location: Sacramento, CA
 - Dates: April 12 – 14, 2023
- Mayor Pro Tem Hong Alyce Van
 - Event: League of California Cities 2023 City Leaders Summit
 - Location: Sacramento, CA
 - Dates: April 12 – 14, 2023
- Council Member Donald Torres
 - Event: League of California Cities 2023 City Leaders Summit
 - Location: Sacramento, CA
 - Dates: April 12 – 14, 2023

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. Authorize Council Members attendance at the proposed meetings and events as desired and authorize staff to make a budget adjustment as needed to cover registration and travel costs.

ANALYSIS/JUSTIFICATION:

The League of California Cities (Cal Cities') 2023 City Leader Summit is scheduled for April 12 - 14, 2023 in Sacramento. The City Leaders Summit is a unique advocacy and education event. During the event, city leaders will spend a full day meeting with legislators to discuss the most pertinent issues affecting their cities and attend two days of in-depth educational sessions to explore local solutions to statewide problems.

The 2023 Public-Private Partnership Conference & Expo is scheduled for March 6 – 8, 2023 in Dallas, Texas. The Conference & Expo has been designed to help attendees plan and procure successful P3 initiatives, understand best practices in selecting and negotiating with prospective partners, and take the proper steps to ensure project success.

FISCAL IMPACT:

The per person cost to attend the League of California Cities 2023 City Leader Summit is as follows:

• Registration:	\$625
• Hotel (3 nights):	\$800
• Self-parking (3 nights):	\$75
• Flight (as of 2/21/23):	\$200
• Per diem (3 days):	\$270
• Transportation:	
○ Uber/Lyft	\$100
○ Car rental	\$400
 TOTAL:	 \$1,995 – \$2,370 (dependent upon transportation)
 TOTAL X 3:	 \$5,985 – \$7,110 (dependent upon transportation)

The per person cost to attend the 2023 Public-Private Partnership Conference & Expo is as follows:

• Registration:	\$595
• Hotel (3 nights):	\$500
• Self-parking (3 nights):	\$75
• Flight (as of 2/21/23):	\$600
• Per diem (3 days):	\$270
• Transportation:	
○ Uber/Lyft	\$100
○ Car rental	\$400
 TOTAL:	 \$2,065 – \$2,440 (dependent upon transportation)

The Fiscal Year 2022-23 Adopted Operating Budget includes \$11,000 in Account No. 101-1100-607110 for City Council Travel/Conference/Meetings. To-date, \$6,785 has been expended, leaving a remaining balance of \$4,215.

Utilizing the highest estimates, the fiscal impact of approving all requests is approximately \$9,550. Utilizing the remaining balance of \$4,215 would leave a funding gap of \$5,335. Council may wish to authorize staff to make a budget adjustment to cover the funding gap. This would then expend all available resources in the City Council Travel/Conference/Meetings budget for the remainder of the fiscal year through June 30, 2023.

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).

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 6: Maintain and promote a responsive, high quality and transparent government.

Prepared by: Patricia A. Vazquez, City Clerk

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn

Attachments:

- A. Cal Cities’ 2023 City Leaders Summit Announcement
- B. 2023 Public-Private Partnership Conference & Expo



Join us at the City Leaders Summit, April 12-14 in Sacramento, for three days of advocacy and education, including a day of action at the State Capitol.

As Cal Cities' premier advocacy event, the City Leaders Summit provides unparalleled opportunities for city leaders to meet directly with legislators about cities' top priorities, as well as discover solutions for the top issues facing cities.

Session Topics

- Surplus Land Act
- Arts funding
- The future of the Homekey Program
- Emergency medical services
- Leadership
- Inclusionary housing
- Short-term rentals
- And more!

Conference Schedule

Wednesday, April 12

Legislative-Focused Sessions and Meetings at the Capitol

10:00 a.m.-5:00 p.m.

Legislative Reception

5:30-7:00p.m.

Thursday, April 13

Educational Sessions

8:30 a.m.-5:00 p.m.

Friday, April 14

Educational Sessions

9:00 a.m.-noon

Visit the [City Leaders Summit event web page](#) for updates to the schedule. [Please review](#) Cal Cities' event and meeting policies.

Registration

Full conference registration for Cal Cities members starts at \$625.

Join Cal Cities to sharpen your skills as you prepare your city for the future. Conference registration grants you full admission to all educational sessions; admission to the Wednesday evening reception, Thursday breakfast and lunch, and Friday breakfast; as well as access to all program materials.

Pre-conference registration closes Wednesday, April 5. After this date, you can register for the conference onsite if space is still available.

Hotel

A limited number of hotel rooms are available at reduced rates for registered attendees. The discounted hotel rate cut-off is **Tuesday, March 21**. The hotel is subject to sell out prior to the deadline — reserve early!

Hyatt Regency Sacramento

1209 L Street

Sacramento, CA 95814

(916) 443-1234

Step One: [Register for the conference](#)

Step Two: Book hotel room

Once registration is complete, you will receive a confirmation email directing you to the group housing reservations page.

Group hotel rate (per night): \$215 — single/double occupancy (plus taxes and fees)

For more information please visit the Hotel and Travel tab on the [City Leaders Summit event web page](#).

Additional questions?

If you have any questions about registration, please contact Conference Registrar [Megan Dunn](#).

Please direct any other questions to Associate Manager, Event Program [Kayla Boutros](#).

For more information, visit the [City Leaders Summit event web page](#).



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MARK YOUR CALENDARS

Over 1,000 industry influencers will return to Dallas for P3C 2023.

March 6-8, 2023

Hyatt Regency – Dallas, TX

REGISTER 

P3C is one of the largest gatherings of government and development professionals in the country.

More than 1,000 senior representatives from public agencies, airports, higher education institutions, local economic development organizations and leading firms in the global construction, development and financial markets will gather this March in Dallas, TX.

ATTEND ➡

The conference attracts senior management from firms in the construction, engineering, architecture, legal and consulting industries as well as public leaders, higher education officers and development agency officials at the municipal, state, and federal levels of government.

EXHIBIT ➡

Promote your organization's brand, products, and services directly to the industry. This is your chance to uniquely position your company to the market, gaining the competitive edge to other industry players.

SPONSOR ➡

P3C offers quality business connections to the leaders and deal makers in the industry. Sponsorship options fit a spectrum of budgets, and packages are exclusive opportunities to provide targeted, creative and direct advertising to maximize exposure and outreach to our audience.

WHERE PARTNERSHIPS BEGIN

Public-private partnerships are delivering critical infrastructure across the country. Today these partnerships provide communities with new tools and strategies to address their infrastructure needs.

The Public-Private Partnership Conference & Expo unites leaders from states and localities, higher education institutions, and public agencies, with industry to discuss infrastructure challenges faced nationwide; and how innovations in project delivery, procurement, life cycle asset management, and technology can help solve critical issues.

2022 marked the 10th anniversary of the Conference.

Check out the video below to hear directly from past attendees why P3C is the place to be!

Why Attend P3C? Let's L...



40+

SESSIONS

150+

SPEAKERS

1000+

PARTICIPATING DELEGATES

3

DAYS OF NETWORKING

WHO ATTENDS

DEVELOPERS

INVESTORS

BUILDERS

SERVICE PROVIDERS

HIGHER EDUCATION OFFICERS

PUBLIC LEADERS

AGENCY OFFICIALS – MUNICIPAL, STATE, & FEDERAL

BRIDGING THE FULL PARTNERSHIP TRAJECTORY

PRE-AWARD PLANNING

Assessing the feasibility of a P3 project – what type of projects are best served?

Identifying the merits and risks of P3 delivery structures

Defining project requirements and identifying appropriate project delivery models

TEAMWORK & COLLABORATION

The importance of early engagement with private partners

Integration tools and techniques that enhance collaboration

Risk balance and expectation management

ADVANCED PROJECT DELIVERY

Risk identification, mitigation, and tradeoff strategies

Asset monetization of non-core infrastructure assets using P3s

Financing solutions and value propositions under the P3 model

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: February 28, 2023

SUBJECT: APPROVE THE BUDGET ADJUSTMENTS PROPOSED FOR THE MID-YEAR BUDGET UPDATE FOR FISCAL YEAR 2022/23; AND RATIFY PURCHASE FROM CONTINENTAL COMPUTERS

REPORT IN BRIEF:

During the course of the fiscal year, it is often necessary to adjust estimated revenues and expenditure appropriations in various program areas, projects, and funds. All of the proposed changes to the Fiscal Year 2022/23 Adopted Operating Budget, including detailed explanations, are presented in Attachment A.

Overall, General Fund revenue is increasing by \$549,190 and expenditures are increasing by \$348,054 resulting in a net increase of \$201,136, which will increase the General Fund's available fund balance to a revised projected amount of \$26.2 million by June 30, 2023.

In addition to approving the proposed budget adjustments, staff is recommending City Council ratify the payment of \$41,274.46 made to Continental Computers for the Blue Light Camera Program (Attachment F).

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 the budget adjustments summarized in Attachment A; and
3. Ratify the payment of \$41,274.46 to Continental Computers/WLAN Mall for the Blue Light Camera Program.

BACKGROUND:

Attachment B illustrates the impact of the proposed adjustments to each fund's revenue account. Attachment C illustrates the impact of the proposed adjustments to each fund's expenditure account. Attachment D summarizes the impact of the proposed adjustments to the City's Capital Improvement Program (CIP) for the current fiscal year. Finally, Attachment E illustrates the impact of the proposed adjustments on each fund's fund balance and includes a revised projected ending fund balance for June 30, 2023.

Overall, General Fund revenue is increasing by \$549,190 and expenditures are increasing by \$348,054 resulting in a net increase of \$201,136, which will increase the General Fund's available fund balance to a revised projected amount of \$26.2 million by June 30, 2023.

ANALYSIS:

General Fund Revenues (Attachment B)

The City's General Fund is reported in two funds, #101 (for the main General Fund activity) and #102 (for the Transaction & Use Tax Fund, i.e., Measure GG, activity). A summary of General Fund revenues is as follows:

Description	Amended Budget	Proposed Adjustment	Elimination*	Revised Budget	% of Total
Property Taxes	\$ 8,412,650	\$ 421,880		\$ 8,834,530	29.7%
Sales Taxes	5,232,000	247,200		5,479,200	18.4%
Franchise Fees	1,177,000	90,430		1,267,430	4.3%
UUT	1,961,000			1,961,000	6.6%
Other Taxes	1,388,000	(530,000)		858,000	2.9%
Intergovernmental	357,200	157,350		514,550	1.7%
Charges for Services	294,030	(90,400)		203,630	0.7%
Fees and Permits	2,947,850	(100,000)		2,847,850	9.6%
Fines and Forfeitures	351,700			351,700	1.2%
Use of Money & Property	321,355	6,000		327,355	1.1%
Other Revenue	166,935			166,935	0.6%
Transfers In	737,000	207,730	(200,000)	744,730	2.5%
Sub-total	23,346,720	410,190	(200,000)	23,556,910	
Transaction and Use Tax	5,805,000	339,000		6,144,000	20.7%
Total General Fund Revenues	\$ 29,151,720	\$ 749,190	\$ (200,000)	\$ 29,700,910	100.0%

* - Transfer from Transaction & Use Tax Fund to General Fund for Rodeo 39 loan repayment.

Sales Tax and Transaction & Use Tax (39% of total General Fund revenues) – The largest funding source for the General Fund are sales tax and transaction and use tax revenues. When the Fiscal Year 2022/23 Budget was adopted, the City's consultant, HdL, Inc. estimated sales tax and transaction and use tax would increase by 2%, and 6%, respectively, in Fiscal Year 2022/23. (The higher increase in Measure GG tax is

due to sales conducted at businesses located outside the City limits that are delivered to Stanton such as online purchases and vehicles purchased by Stanton residents.) However, retail activity has performed stronger than expected. As of September 30, 2022 (the most recent sales tax information available), retail sales in Stanton were 6% higher during the quarter ended September 30, 2022, compared to the same quarter the previous year. The two industries experiencing the highest growth in Stanton are the restaurants and hotel industry and the fuel and service stations industry. Increasing prices for groceries, higher wages, and rising menu prices are contributing factors to the increase in sales and Measure GG taxes received from restaurants. Crude oil prices increased over 60% in the last year, which is resulting in more tax revenue from gas stations. The City's consultant revised their Fiscal Year 2022/23 sales tax and transaction and use tax revenue estimates. Consequently, sales tax and transaction and use tax estimates are increasing by \$247,200 and \$339,000, respectively, for a total revenue increase of \$586,200. This increase is offset by an appropriation of \$225,000 for the repayment of the economic development loan to Rodeo 39 Public Marketplace LLC.

Property Taxes (30% of General Fund revenues) – Property taxes are the second largest funding source for General Fund operations. The County collects property taxes in April and December. The County's website posts the amount of secured and unsecured property taxes that will be levied for Fiscal Year 2022/23, which is based on the assessed valuation of properties as of January 1, 2022. The City's Fiscal Year 2022/23 Budget estimated a 5% increase in assessed valuation. Total Fiscal Year 2022/23 estimated property tax revenue is increasing by \$421,880, primarily due to adjusting redevelopment-related property tax revenue (pass-through and residual) based on Fiscal Year 2021/22 actuals.

Franchise Fees (7% of General Fund revenues) – This category consists of franchise fees the City receives from cable TV, electric, gas, refuse, and water service providers. The fees are assessed at 5% of gross receipts. Staff is proposing an adjustment to increase revenues by \$90,430 to reflect the timing difference of Fiscal Year 2021/22 cable TV franchise fee revenues that were collected late (during Fiscal Year 2022/23).

Other Taxes (3% of General Fund revenues) – This category includes transient and occupancy tax (TOT), cannabis tax, and business license tax revenue. The original TOT revenue estimate used for the Fiscal Year 2022/23 Budget projected an increase of 3% from the Fiscal Year 2021/22 budgeted amount. However, Fiscal Year 2021/22 actual TOT revenue exceeded the Fiscal Year 2021/22 budget by approximately \$81,000. The Fiscal Year 2022/23 Budget expected \$620,000 in cannabis tax revenue from four cultivation and one retail businesses. However, none of the businesses are opened for business as of the date of this staff report. As a result, staff is reducing the Fiscal Year 2022/23 cannabis tax estimate by \$570,000. (In addition, the \$10,000 of cannabis business renewal permit fees are also eliminated from the Fiscal Year 2022/23 revenue projections.)

Intergovernmental Revenue (2% of General Fund revenues) – This category includes federal, state, and local grant revenues, as well as funds from the County of Orange for the City's share of waste disposal revenue and the City's share of public safety sales tax revenue. The proposed increase of \$157,350 in this category is to reflect an increase in the City's share of Proposition 172 public safety sales tax revenue (\$7,350) due to increased County-wide retail sales activity and the 2020 Local Early Action Planning (LEAP) grant the City received from the State Department of Housing and Urban Development (\$150,000). This grant is offset by an expenditure adjustment of \$150,000 to fund the Beach Boulevard Specific Plan project.

Charges for Services (1% of General Fund revenues) – This category consists of revenue from other funds for their share of General Fund overhead costs. These charges are based on each fund's percentage of budgeted full-time salaries. It also includes reimbursement from the Successor Agency and North Orange County Public Safety Collaborative for administrative staff time. The Fiscal Year 2022/23 revenue estimate is decreasing by \$90,400 to adjust the administrative cost allowance from the Successor Agency to agree with the Amended Last and Final Recognized Payment Obligation Schedule (a reduction of \$17,000) and to eliminate the reimbursement from the North Orange County Public Safety Collaborative (Collaborative) for six months of the Assistant to the City Manager position (\$73,400). The Collaborative is funding the full cost of the Assistant to the City Manager position in Fiscal Year 2022/23. Consequently, the cost of the Assistant to the City Manager position is removed from the General Fund's budget (a reduction of \$174,931 in General Fund expenditures).

Fees and Permits (10% of General Fund revenues) – This category consists of fees charged to fund City services in building, engineering, and community services. Staff proposed an adjustment to decrease revenues by \$100,000. As previously discussed, \$10,000 is to eliminate cannabis business renewal permit fees that will not be collected in Fiscal Year 2022/23. The remaining reduction of \$90,000 is related to additional revenue anticipated from a new CR&R solid waste agreement to help fund the City's consulting costs for SB 1383. However, this additional revenue is no longer anticipated in Fiscal Year 2022/23 as the negotiation of a new solid waste agreement is still ongoing at this time.

Fines and Forfeitures (1% of General Fund revenues) – This category consists of fines charged to individuals for violating State law and the City's Municipal Code. An adjustment is proposed to reduce these revenues by \$70,770 primarily due to lower administrative citations and motor vehicle fines issued during Fiscal Year 2022/23.

Use of Money & Property (1% of General Fund revenues) – This category accounts for revenue generated from the investment of City funds and the renting of City properties. On November 22, 2022, the City Council approved a lease agreement with the Public Cable Television Authority (PCTA) to lease the facility at Dotson Park from January 1, 2023, through December 31, 2023. As a result, an adjustment is proposed to increase revenue in this category by \$6,000 to reflect the rent income anticipated through June 30, 2023.

Transfers In (3%) – An adjustment is proposed to increase this revenue by \$7,730 to reflect additional assessment revenue available from the Fire Protective Services Tax Fund to reimburse the General Fund for fire protection services costs provided by the Orange County Fire Authority (OCFA).

General Fund Expenditures (Attachment C)

A summary of General Fund expenditures is provided in the following table:

Description	Amended Budget	Proposed Adjustment	Elimination*	Revised Budget	% of Total
<u>General Fund (#101)</u>					
Administration	\$ 2,169,840	\$ 98,659		\$ 2,268,499	7.7%
Finance	976,450			976,450	3.3%
Public Safety	13,986,370	(627,415)		13,358,955	45.4%
Public Works	2,906,380	12,500		2,918,880	9.9%
Community Development	1,466,280	110,710		1,576,990	5.4%
Community Services	1,290,775			1,290,775	4.4%
Non-Departmental	165,000	225,000		390,000	1.3%
Transfers Out	325,715			325,715	1.1%
Sub-total	23,286,810	(180,546)		23,106,264	
<u>Transaction & Use Tax Fund (#102)</u>					
Finance	\$ 6,300			\$ 6,300	0.0%
Public Safety	5,648,700	678,600		6,327,300	21.5%
Non-Departmental	150,000	(150,000)		-	0.0%
Transfers Out	-	200,000	(200,000)		
Sub-total	5,805,000	728,600	(200,000)	6,333,600	
Total General Fund Expenditures	\$ 29,091,810	\$ 548,054	\$ (200,000)	\$ 29,439,864	100.0%

* - Transfer from Transaction & Use Tax Fund to General Fund for Rodeo 39 loan repayment.

Revised Fiscal Year 2022/23 General Fund expenditures are increasing by \$348,054. The most significant adjustments increasing General Fund expenditures are:

- Repayment of Rodeo 39 Public Marketplace LLC economic development loan \$(225,000);
- Additional City Attorney costs associated with prosecution, code enforcement and public safety issues (\$225,000);
- Consulting costs for preparation of the Beach Boulevard Specific Plan (\$150,000); and
- Funding for an Interim Human Resources Manager from March 2023 through mid-August 2023, while the current staff is on leave (\$48,590).

Lastly, although there is no impact to the General Fund as a whole, the proposed adjustments include shifting \$678,600 in law enforcement and fire protection contract costs from the “main” General Fund (#101) to the Transaction & Use Tax Fund in an effort to spend the Measure GG revenues first. In addition, \$61,555 in personnel costs

are shifted between various Public Works Divisions to reallocate staff time based on actual timesheet activity. (There is \$0 impact to the General Fund.)

Proposed Adjustments to Revenues and Expenditures in Other Funds

Significant revenue and expenditure adjustments in other funds include the following:

- Lighting Maintenance 1919 Act Fund (#224) – An adjustment is proposed to increase revenue by \$227,070 for increased property taxes (\$97,200) and to reflect a refund received from Southern California Edison for street light electricity savings resulting from the City's LED conversion project (\$129,870).
- Air Quality Improvement Fund (#226) – An expenditure of \$40,000 is requested to purchase a minivan for the City's Homeless Outreach program to promote the safety of passengers and City staff during transport.
- ARPA Fund (#257) – An adjustment is proposed to increase expenditures by \$241,785, primarily to appropriate funds for the City's contract with the Boys & Girls Club of Garden Grove for counseling services (\$213,120); and personnel costs for staff who were paid Emergency Sick Leave through December 2022 (\$31,360).
- Housing Authority Fund (#285) – An adjustment is proposed to increase revenues by \$50,000 to align revenue received from the Tina Pacific properties with Fiscal Year 2021/22 actual receipts.

Proposed Adjustments to the City's Capital Improvement Program (CIP) (Attachment D)

The City's Fiscal Year 2022/23 CIP budget includes \$4.5 million of new funding reflected in the Fiscal Year 2022/23 Budget, \$11.3 million in carryover funding from Fiscal Year 2021/22, and \$1.5 million in other adjustments approved by the City Council between July 2022 and February 2023, for a total amended budget of \$17.3 million.

The following adjustments to the City's CIP are proposed:

- Appropriating \$201,419 for the Family Resource Center Phase 2 Improvements Project (Project No. 2023-201), which will be funded with ARPA Funds the City received from the County of Orange in October 2022;
- Increasing the budget for the Orangewood Parkette Project by \$20,500 for potential project costs (Project No. 2022-203); which will be funded from the Park In Lieu Fund (#310); and,
- Unfunding the Fiscal Year 2022/23 Annual Sewer Rehabilitation Project (Project No. 2023-301).

The \$550,000 planned for the Fiscal Year 2022/23 Annual Sewer Rehabilitation Project will not occur during the current fiscal year because the Sewer Master Plan Update (Project No. 2022-301) is still ongoing.

Ratification of Payment to Continental Computers (Attachment F)

On September 13, 2022, the City Council approved an appropriation of \$50,000 from the ARPA Fund for the purchase of blue light safety cameras. On February 9, 2023, staff paid Continental Computers \$41,274.46 for this purchase. Staff is requesting City Council ratification of the payment because it exceeds the City Manager's purchasing authorization.

FISCAL IMPACT:

The fiscal impact of the proposed budget adjustments is summarized in the "Net Impact to Available Fund Balance" column on Attachment A.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Proposed Budget Adjustments
- B. Revenues and Transfers In by Fund
- C. Operating Expenditures and Transfers Out by Fund
- D. Capital Improvement Program (CIP) Expenditures
- E. Reserve Balances by Fund
- F. Quote from Continental Computers

**City of Stanton
PROPOSED BUDGET ADJUSTMENTS
FISCAL YEAR 2022/23**

Description	Revenue Adjustments	Expenditure Adjustments	Net Impact to Available Fund Balance
GENERAL FUND #101			
Adjust property tax revenue based on actual revenue collected through January	\$ 421,880		
Adjust sales tax revenue based on updated estimate provided by City's consultant, HdL, Inc., net of repayment of economic development loan to Rodeo 39 Public Marketplace, LLC	247,200	\$ 25,000	
Reimbursement from Transaction & Use Tax Fund for repayment of economic development loan to Rodeo 39 Public Marketplace, LLC	200,000	200,000	
Adjust cannabis tax revenue and cannabis business permit renewal fees due to delay in business openings	(580,000)		
Shifting funding of OCFA and OCSD contract costs to the Measure GG Fund based on additional funding available due to better than expected results in Fiscal Years 2021/22 and 2022/23		(678,600)	
Adjust City Attorney budget to account for increased costs related to code enforcement/public safety issues based on Fiscal Year 2022/23 costs through January (and actuals for Fiscal Year 2021/22)		225,000	
Funding for Assistant to the City Manager position shifted to North Orange County Public Safety Collaborative Fund (eliminate reimbursement revenue from North Orange County Public Safety Collaborative Fund)	(73,400)	(174,931)	
2020 Local Early Action Planning (LEAP) Grant to fund Beach Boulevard Specific Plan	150,000	150,000	
Adjust solid waste impact fee revenue due to delay in new CR&R agreement	(90,000)		
Adjust transient occupancy tax revenue based on actual revenue collected for motel stays through December 2022	40,000		
Adjust Cable TV franchise revenue to reflect fees for January 2022 through June 2022 collected during Fiscal Year 2022/23	90,430		
Revise salary distribution for Department Assistant position (Administration/Public Safety)		51,185	
Revise salary distribution for limited-term Department Assistant position (Community Development)		(39,290)	
Funding from Interim Human Resources Manager from March 2023 through August 2023 while staff on leave		48,590	
Reduce administrative allowance from Successor Agency based on Amended Last and Final Recognized Obligation Payment Schedule (ROPS)	(17,000)		
Adjust Prop 172 public safety sales tax revenue based on updated estimate provided by City's consultant, HdL, Inc.	7,350		
Additional funding from Fire Protective Services special tax assessment	7,730		
Revenue from Public Television Authority Lease approved by City Council on November 22, 2022	6,000		
Replace damaged door and door frame in Community Services		6,000	

City of Stanton
PROPOSED BUDGET ADJUSTMENTS
FISCAL YEAR 2022/23

Description	Revenue Adjustments	Expenditure Adjustments	Net Impact to Available Fund Balance
<u>GENERAL FUND, Continued</u>			
Preparation of site plan required to renew Stanton Park lease with Southern California Edison		5,500	
Additional funding for Public Works staff training		1,000	
TOTAL GENERAL FUND	410,190	(180,546)	590,736
<u>TRANSACTION & USE TAX FUND (#102)</u>			
Measure GG revenue based on updated estimate provided by City's consultant, HdL, Inc., offset by transfer to General Fund for Rodeo 39 Marketplace LLC economic development loan repayment	339,000	50,000	
Shifting funding of OCFA and OCSD contract costs to the Measure GG Fund based on additional funding available due to better than expected results in Fiscal Years 2021/22 and 2022/23		678,600	
TOTAL TRANSACTION & USE TAX FUND	339,000	728,600	(389,600)
<u>GAS TAX FUND (#211)</u>			
State Gas Tax revenues per updated estimates from State received in January	(82,040)		
Reallocate funding for Fiscal Year 2021/22 Citywide Street Rehabilitation Project (2022-101)		58,825	
TOTAL GAS TAX FUND	(82,040)	58,825	(140,865)
<u>RMRA (#215)</u>			
Adjust SB-1 (RMRA) revenues per updated estimates from State in January	(24,505)		
Reallocate funding for Fiscal Year 2021/22 Citywide Street Rehabilitation Project (2022-101)		(58,825)	
TOTAL RMRA FUND	(24,505)	(58,825)	34,320
<u>MEASURE M FUND (#220)</u>			
Adjust Measure M revenue estimate based on actual receipts through January 2022	15,000		
TOTAL MEASURE M FUND	15,000	-	15,000
<u>FIRE PROTECTIVE SERVICES FUND (#223)</u>			
Additional funding to the General Fund due to additional revenues collected in the prior fiscal year		7,730	
TOTAL FIRE PROTECTIVE SERVICES FUND	-	7,730	(7,730)
<u>LIGHTING MAINTENANCE 1919 ACT FUND (#224)</u>			
Adjust property tax revenue based on actual revenue collected through January	97,200		
Refund from Southern California Edison resulting from LED conversion project	129,870		
TOTAL LIGHTING MAINTENANCE 1919 ACT FUND	227,070	-	227,070

**City of Stanton
PROPOSED BUDGET ADJUSTMENTS
FISCAL YEAR 2022/23**

Description	Revenue Adjustments	Expenditure Adjustments	Net Impact to Available Fund Balance
<u>AIR QUALITY IMPROVEMENT FUND (#226)</u>			
Purchase passenger van for Public Safety Department for Homeless Outreach program		40,000	
TOTAL AIR QUALITY IMPROVEMENT FUND	-	40,000	(40,000)
<u>OTHER GRANTS FUND (#227)</u>			
ARPA Funds from County of Orange to fund Family Resource Center Phase 2 Improvements Project (2023-201)	425,000	201,419	
Outstanding reimbursement from Orange County Transportation Authority (OCTA) for Fiscal Year 2021/22 Catch Basin Installations Project (2022-103)	85,744		
TOTAL OTHER GRANTS FUND	510,744	201,419	309,325
<u>SUPPLEMENTAL LAW ENFORCEMENT GRANTS FUND (#242)</u>			
Adjust State COPS Grant revenue based on Fiscal Year 2021/22 actual	10,000		
TOTAL SUPPLEMENTAL LAW ENFORCEMENT GRANTS FUND	10,000	-	10,000
<u>JUSTICE ASSISTANCE GRANT (#245)</u>			
Outstanding reimbursement from County for Justice Assistance Grant	8,940		
TOTAL JUSTICE ASSISTANCE GRANT FUND	8,940	-	8,940
<u>ARPA FUND (#257)</u>			
Timing difference to recognize ARPA revenue received in Fiscal Year 2021/22 that is appropriated in Fiscal Year 2022/23	1,103,151		
Funding for Boys & Girls Club of Garden Grove contract for additional counseling services approved by City Council on April 26, 2022		213,120	
Personnel costs for staff who were paid Emergency Sick Leave through December 31, 2022		31,360	
Revise salary distribution for limited-term Department Assistant position (Community Development)		43,490	
Revise salary distribution for Department Assistant position (Administration/Public Safety)		(51,185)	
Legal services associated with ARPA program		5,000	
TOTAL ARPA FUND	1,103,151	241,785	861,366
<u>HOUSING AUTHORITY FUND (#285)</u>			
Adjust Tina Pacific rent income based on Fiscal Year 2021/22 actuals	50,000		
TOTAL HOUSING AUTHORITY FUND	50,000	-	50,000

**City of Stanton
PROPOSED BUDGET ADJUSTMENTS
FISCAL YEAR 2022/23**

Description	Revenue Adjustments	Expenditure Adjustments	Net Impact to Available Fund Balance
<u>EXPENDABLE DEPOSITS FUND #801</u>			
Outstanding reimbursements due from developers	22,899		
TOTAL EXPENDABLE DEPOSITS FUND	22,899	-	22,899
<u>CAPITAL PROJECTS FUND #305</u>			
Eliminate funding for Fiscal Year 2022/23 Annual Sewer Rehabilitation Project (2023-301)	(550,000)	(550,000)	
Funding for Family Resource Center Phase 2 Improvements Project (2023-201)	201,419	201,419	
Additional project costs for Orangewood Parkette (2022-203) (offset with reimbursement from Park in Lieu Fees Fund)	20,500	20,500	
TOTAL CAPITAL PROJECTS FUND	(328,081)	(328,081)	-
<u>PARK IN-LIEU FEES FUND (#310)</u>			
Reimburse Capital Projects Fund for consulting costs for vacation and acquisition for Orangewood Parkette (2022-203)		20,500	
TOTAL PARK IN-LIEU FEES FUND	-	20,500	(20,500)
<u>SEWER MAINTENANCE FUND (#501)</u>			
Adjust property tax revenue based on actual revenue collected through January	17,200		
Delay funding for sewer rate study pending completion of Sewer Master Plan		(50,000)	
Eliminate funding for Fiscal Year 2022/23 Annual Sewer Rehabilitation Project (2023-301)		(405,000)	
TOTAL SEWER MAINTENANCE FUND	17,200	(455,000)	472,200
<u>SEWER CAPITAL IMPROVEMENT FUND (#502)</u>			
Eliminate funding for Fiscal Year 2022/23 Annual Sewer Rehabilitation Project (2023-301)		(145,000)	
TOTAL SEWER CAPITAL IMPROVEMENT FUND	-	(145,000)	145,000
<u>LIABILITY/RISK MANAGEMENT FUND (#603)</u>			
Outstanding claims with Public Entity Risk Management Authority (PERMA)		32,100	
TOTAL LIABILITY/RISK MANAGEMENT FUND	-	32,100	(32,100)
GRAND TOTAL - ALL FUNDS	\$ 2,279,568	\$ 163,507	\$ 2,116,061

City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
GENERAL FUNDS						
<u>GENERAL FUND (#101)</u>						
Property Taxes						
430100	Current Year-Secured	\$ 1,102,572	\$ 1,178,100	\$ 1,178,100	\$ (78,100)	\$ 1,100,000
430105	Current Year-Unsecured	33,815	30,000	30,000	-	30,000
430115	Property Tax-Supplemental	24,224	20,000	20,000	-	20,000
430120	Residual Redevelopment Property Tax	1,642,742	1,356,600	1,356,600	352,400	1,709,000
430121	In-Lieu Vehicle License Fee	5,008,727	5,258,500	5,258,500	41,230	5,299,730
430135	Homeowners Tax Relief	4,959	1,000	1,000	3,800	4,800
430140	Property Transfer Tax	197,400	139,000	139,000	(23,000)	116,000
430145	Property Tax-Penalties/Int	9,651	-	-	-	-
440100	AB 1389 Pass Through from RDA	488,399	429,450	429,450	125,550	555,000
Total Property Taxes		8,512,489	8,412,650	8,412,650	421,880	8,834,530
Sales Taxes						
430200	Sales And Use Tax	5,414,556	5,232,000	5,232,000	247,200	5,479,200
Total Sales Taxes		5,414,556	5,232,000	5,232,000	247,200	5,479,200
Franchise Fees						
430405	Franchise Tax/Cable TV	144,663	200,000	200,000	90,430	290,430
430410	Franchise Tax/Electric	232,570	244,000	244,000	-	244,000
430415	Franchise Tax/Gas	74,690	75,000	75,000	-	75,000
430420	Franchise Tax/Refuse	549,899	570,000	570,000	-	570,000
430425	Franchise Tax/Water	88,235	88,000	88,000	-	88,000
Total Franchise Fees		1,090,057	1,177,000	1,177,000	90,430	1,267,430

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
GENERAL FUND, (Continued)						
Utility Users Taxes						
430600	Utility User Tax/Electricity	1,182,912	970,000	970,000	-	970,000
430605	Utility User Tax/Telephone	203,275	271,000	271,000	-	271,000
430610	Utility User Tax/Gas	306,134	295,000	295,000	-	295,000
430615	Utility User Tax/Water	430,340	425,000	425,000	-	425,000
Total Utility Users Taxes		2,122,661	1,961,000	1,961,000	-	1,961,000
Other Taxes						
430300	Transient Occupancy Tax	670,954	610,000	610,000	40,000	650,000
430500	Business License Tax	157,366	158,000	158,000	-	158,000
430700	Cannabis Tax	-	620,000	620,000	(570,000)	50,000
Total Other Taxes		828,320	1,388,000	1,388,000	(530,000)	858,000
Intergovernmental						
432121	WDA Shared Revenue	199,974	100,000	100,000	-	100,000
432135	Mandated Cost Reimbursement	31,576	30,000	30,000	-	30,000
432150	Motor Vehicle License Fees	45,717	30,000	30,000	-	30,000
432180	Public Safety Augmentation Tax	192,262	193,000	193,000	7,350	200,350
432245	Planning Grants	159,936	-	-	150,000	150,000
432256	Other Grants	116,682	4,200	4,200	-	4,200
Total Intergovernmental		746,147	357,200	357,200	157,350	514,550
Charges for Services						
433100	Charges For Services	129,478	256,425	256,425	(90,400)	166,025
433136	Information Technology Charges	38,695	37,605	37,605	-	37,605
Total Charges for Services		168,173	294,030	294,030	(90,400)	203,630

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
GENERAL FUND, (Continued)						
Fees and Permits						
430505	New/Moved Bus Lic Appl Rev	34,030	37,000	37,000	-	37,000
430510	Business Tax Renewal Process	122,704	128,000	128,000	-	128,000
430515	SB 1186	1,518	2,000	2,000	-	2,000
431100	Building Plan Check Fees	199,525	175,000	175,000	-	175,000
431105	Mechanical Permits	122,245	100,000	100,000	-	100,000
431110	Building Permits	591,836	750,000	750,000	-	750,000
431115	Plumbing Permits	76,270	80,000	80,000	-	80,000
431120	Electrical Permits	118,961	100,000	100,000	-	100,000
431130	Engineering Plan Check Fees	61,315	51,000	51,000	-	51,000
431135	Public Works Permits	81,411	40,000	40,000	-	40,000
431140	S M I P - Commercial Fees	74	400	400	-	400
431145	S M I P-Residential Permits	348	500	500	-	500
431146	SB 1473 Fee	2,596	2,500	2,500	-	2,500
431160	Solid Waste Impact Fees	1,126,103	1,175,000	1,175,000	(90,000)	1,085,000
431180	P/W Inspections	1,878	-	10,000	-	10,000
431185	Parking Permits	45,462	10,000	10,000	-	10,000
431190	Towing Franchise Fee	20,970	25,000	25,000	-	25,000
431192	Beautification/Enhancement Fee	190,000	-	-	-	-
431193	Neighborhood Preservation Fees	34,500	-	-	-	-
431194	Public Benefit Fee	230,000	-	-	-	-
431195	Other Fees & Permits	47,622	15,000	15,500	-	15,500
431196	Forfeited Deposits	11,931	-	-	-	-
431201	Cannabis Business Renewal Permit Fee	-	10,000	10,000	(10,000)	-
433200	Conditional Use Permit	22,365	7,000	7,000	-	7,000
433205	Precise Plan Of Design	11,390	15,000	15,000	-	15,000

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
GENERAL FUND, (Continued)						
433220	Preliminary Plan Review	11,250	8,000	8,000	-	8,000
433225	Environmental Services	1,030	4,400	4,400	-	4,400
433227	Foreclosure Registration	5,982	10,850	10,850	-	10,850
433230	Zoning Entitlements	-	5,000	5,000	-	5,000
433235	Land Divisions	2,500	10,000	10,000	-	10,000
433240	Special Event Permits	450	500	500	-	500
433245	Sign/Ban'R/Gar Sa/Temp Use Per	7,065	6,000	6,000	-	6,000
433250	Ministerial Services	20,340	12,000	12,000	-	12,000
433260	Landscape Plan Check	3,250	1,000	1,000	-	1,000
433270	General Plan Maint Surcharge	6,022	15,000	15,000	-	15,000
433285	Other Developmental Fees	965	5,000	5,000	-	5,000
433305	General Recreation Programs	50,772	24,000	24,000	-	24,000
433315	Sports Fields	27,743	21,700	21,700	-	21,700
437115	Recycling Fees	87,045	90,500	90,500	-	90,500
Total Fees and Permits		3,379,468	2,937,350	2,947,850	(100,000)	2,847,850
Fines and Forfeitures						
434100	General Fines	18,570	700	700	-	700
434105	Motor Vehicle Fines	44,412	45,000	45,000	-	45,000
434110	Parking Citations	316,124	225,000	225,000	-	225,000
434115	DMV Parking Collections	70,030	71,000	71,000	-	71,000
434120	Administrative Citations	9,434	10,000	10,000	-	10,000
Total Fines and Forfeitures		458,570	351,700	351,700	-	351,700
Use of Money and Property						
435100	Interest Earned	194,760	217,000	217,000	-	217,000
435110	Unrealized Gains/(Losses)	(565,664)	-	-	-	-

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
GENERAL FUND, (Continued)						
435200	Interest on Loan to Landscape District Fund	16,570	11,020	11,020	-	11,020
436115	Property Rental	-	-	-	6,000	6,000
436125	Indoor Facility Rental	40,973	55,000	55,000	-	55,000
436127	Picnic Shelter Rental	21,825	16,450	16,450	-	16,450
436135	Pac Bell Mobile Svcs-Rent	21,235	21,885	21,885	-	21,885
Total Use of Money and Property		(270,301)	321,355	321,355	6,000	327,355
Other Revenue						
437100	Sale of Publications	198	-	-	-	-
437105	Firework Services	473	475	475	-	475
437125	Donations	800	-	3,000	-	3,000
437130	Insurance Reimbursement	6,448	-	-	-	-
437135	Expense Reimbursement	48,900	-	-	-	-
437137	Loan Repayment from Landscape Maintenance District	-	133,460	133,460	-	133,460
437195	Other Revenue	21,623	30,000	30,000	-	30,000
Total Other Revenue		78,442	163,935	166,935	-	166,935
Transfers In						
439102	From Transaction and Use Tax Fund	131,136	-	-	200,000	200,000
439211	From Gas Tax Fund	205,000	205,000	205,000	-	205,000
439223	From Protective Services Fund	375,672	382,000	382,000	7,730	389,730
439242	From Supplemental Law Enforcement Grants Fund	150,000	150,000	150,000	-	150,000
439285	From Housing Authority Fund	890,000	-	-	-	-
Total Transfers In		1,751,808	737,000	737,000	207,730	944,730
Total General Fund		24,280,390	23,333,220	23,346,720	410,190	23,756,910

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
TRANSACTION & USE TAX FUND (#102)						
430250	Transaction and Use Tax	5,993,735	5,805,000	5,805,000	339,000	6,144,000
GENERAL FUNDS - TOTAL		\$ 30,274,125	\$ 29,138,220	\$ 29,151,720	\$ 749,190	\$ 29,900,910
SPECIAL REVENUE FUNDS						
CASP PROGRAM (#210)						
430515	SB 1186	\$ 8,974	\$ 10,000	\$ 10,000	\$ -	\$ 10,000
GAS TAX FUND (#211)						
432183	State Gas Tax-Section 2103 Allocation	306,000	355,705	355,705	(18,575)	337,130
432185	State Gas Tax-Section 2105 Allocation	217,933	246,435	246,435	(9,455)	236,980
432190	State Gas Tax-Section 2106 Allocation	139,878	153,690	153,690	(2,560)	151,130
432195	State Gas Tax-Section 2107 Allocation	260,208	336,340	336,340	(52,450)	283,890
432200	State Gas Tax-Section 2107.5 Allocation	6,000	5,000	5,000	1,000	6,000
435100	Interest	9,679	5,000	5,000	-	5,000
435110	Unrealized Gains/(Losses)	(9,679)	-	-	-	-
437135	Expense Reimbursement	5,358	-	-	-	-
Total Gas Tax Fund		935,377	1,102,170	1,102,170	(82,040)	1,020,130
RMRA FUND (#215)						
432335	RMRA	790,352	876,310	876,310	(24,505)	851,805
435100	Interest	6,255	5,000	5,000	-	5,000
435110	Unrealized Gains/(Losses)	(6,255)	-	-	-	-
437195	Other Revenue	10,000	-	-	-	-
Total RMRA Fund		800,352	881,310	881,310	(24,505)	856,805

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
<u>MEASURE M FUND (#220)</u>						
432140	Measure M Turnback	669,470	675,000	675,000	15,000	690,000
435100	Interest	7,326	5,000	5,000	-	5,000
435110	Unrealized Gains/(Losses)	(7,326)	-	-	-	-
Total Measure M Fund		669,470	680,000	680,000	15,000	695,000
<u>CDBG-CV FUND (#221)</u>						
432250	CDBG Grant	186,260	-	500,000	-	500,000
<u>CDBG FUND (#222)</u>						
432250	CDBG Grant	-	-	350,000	-	350,000
435100	Interest	1,737	5,000	5,000	-	5,000
435110	Unrealized Gains/(Losses)	(1,737)	-	-	-	-
CDBG FUND (#222)		-	5,000	355,000	-	355,000
<u>FIRE PROTECTIVE SERVICES FUND (#223)</u>						
433140	Special Assessments	382,530	385,000	385,000	-	385,000
<u>LIGHTING MAINTENANCE 1919 ACT FUND (#224)</u>						
430100	Current Year-Secured	225,091	236,000	236,000	(11,000)	225,000
430105	Current Year-Unsecured	6,904	4,000	4,000	2,700	6,700
430115	Property Tax-Supplemental	4,962	2,500	2,500	2,500	5,000
430120	Residual Redevelopment Property Tax	344,702	275,000	275,000	77,000	352,000
430135	Homeowners Tax Relief	1,016	500	500	-	500
430145	Property Tax-Penalties/Int	1,828	1,000	1,000	(1,000)	-
435100	Interest	3,698	3,000	3,000	-	3,000
435110	Unrealized Gains/(Losses)	(3,698)	-	-	-	-
437195	Other Revenue	-	-	-	129,870	129,870

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
LIGHTING MAINTENANCE 1919 ACT FUND, Continued						
440100	AB 1389 Pass Through from RDA	158,505	135,000	135,000	27,000	162,000
Total Lighting Maintenance 1919 Act Fund		743,008	657,000	657,000	227,070	884,070
<u>LIGHTING/MEDIAN MAINTENANCE 1972 ACT FUND (#225)</u>						
433140	Special Assessments	203,788	208,000	208,000	-	208,000
435100	Interest	9,278	5,000	5,000	-	5,000
435110	Unrealized Gains/(Losses)	(9,278)	-	-	-	-
Total Lighting/Median Maintenance 1972 Act Fund		203,788	213,000	213,000	-	213,000
<u>AIR QUALITY IMPROVEMENT FUND (#226)</u>						
432110	Air Quality Program	37,827	45,000	45,000	-	45,000
435100	Interest	1,449	2,000	2,000	-	2,000
435110	Unrealized Gains/(Losses)	(1,449)	-	-	-	-
Total Air Quality Improvement Fund		37,827	47,000	47,000	-	47,000
<u>OTHER GRANTS FUND (#227)</u>						
432145	Measure M Grant	-	56,000	56,000	85,744	141,744
432230	State Recycling Grant	66,915	-	-	-	-
432235	State Park Grant	-	201,976	7,893,036	-	7,893,036
432270	Federal Grant	-	850,000	850,000	425,000	1,275,000
435100	Interest	92	-	-	-	-
435110	Unrealized Gains/(Losses)	(92)	-	-	-	-
Total Other Grants Fund		66,915	1,107,976	8,799,036	510,744	9,309,780

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
<u>SUPPLEMENTAL LAW ENFORCEMENT GRANTS FUND (#242)</u>						
432210	State COPS Grant	161,285	150,000	150,000	10,000	160,000
435100	Interest	3,133	-	-	-	-
435110	Unrealized Gains/(Losses)	(3,133)	-	-	-	-
Total Supplemental Law Enforcement Grants Fund		161,285	150,000	150,000	10,000	160,000
<u>JUSTICE ASSISTANCE GRANTS FUND (#245)</u>						
432270	Federal Grant	-	-	5,000,000	8,940	5,008,940
<u>FACT GRANT FUND (#250)</u>						
432125	Fact Grant	289,398	300,000	370,800	-	370,800
432256	Other Grants	10,544	-	-	-	-
439101	Transfer From General Fund	41,445	46,470	46,470	-	46,470
Total FACT Grant Fund		341,387	346,470	417,270	-	417,270
<u>SENIOR TRANSPORTATION FUND (#251)</u>						
432140	Measure M	43,328	25,430	25,430	-	25,430
435100	Interest	456	500	500	-	500
435110	Unrealized Gains/(Losses)	(456)	-	-	-	-
439101	Transfer from General Fund	8,914	11,045	11,045	-	11,045
Total Senior Transportation Fund		52,242	36,975	36,975	-	36,975
<u>AMERICA RESCUE PLAN ACT (ARPA) FUND (#257)</u>						
432270	Federal Grant	1,246,918	4,561,830	4,561,830	1,103,151	5,664,981
435100	Interest	34,048	-	-	-	-
435110	Unrealized Gains/(Losses)	(34,048)	-	-	-	-
439221	Transfer from CDBG-CV Fund	11,360	-	-	-	-
Total ARPA Fund		1,258,278	4,561,830	4,561,830	1,103,151	5,664,981

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
<u>STREET IMPACT FEES FUND (#261)</u>						
431159	Impact Fees	21,500	10,000	10,000	-	10,000
435100	Interest	737	500	500	-	500
435110	Unrealized Gains/(Losses)	(1,644)	-	-	-	-
Total Street Impact Fees Fund		20,593	10,500	10,500	-	10,500
<u>TRAFFIC SIGNAL IMPACT FEES FUND (#262)</u>						
431159	Impact Fees	4,808	10,000	10,000	-	10,000
435100	Interest	221	500	500	-	500
435110	Unrealized Gains/(Losses)	(570)	-	-	-	-
Total Traffic Signal Impact Fees Fund		4,459	10,500	10,500	-	10,500
<u>COMMUNITY CENTER IMPACT FEES FUND (#263)</u>						
431159	Impact Fees	15,635	5,000	5,000	-	5,000
435100	Interest	1,325	500	500	-	500
435110	Unrealized Gains/(Losses)	(2,965)	-	-	-	-
Total Community Center Impact Fees Fund		13,995	5,500	5,500	-	5,500
<u>POLICE SERVICES IMPACT FEES FUND (#264)</u>						
431159	Impact Fees	14,151	5,000	5,000	-	5,000
435100	Interest	1,198	500	500	-	500
435110	Unrealized Gains/(Losses)	(2,679)	-	-	-	-
Total Police Services Impact Fees Fund		12,670	5,500	5,500	-	5,500
<u>PUBLIC SAFETY TASK FORCE FUND (#271)</u>						
432260	Public Safety Task Force Grant	251,181	-	-	-	-

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
<u>STANTON CENTRAL PARK MAINTENANCE FUND (#280)</u>						
437125	Donations	50,000	50,000	50,000	-	50,000
439101	Transfer from General Fund	49,825	59,200	59,200	-	59,200
Total Stanton Central Park Maintenance Fund		99,825	109,200	109,200	-	109,200
<u>HOUSING AUTHORITY FUND (#285)</u>						
435100	Interest	50,735	25,000	25,000	-	25,000
435110	Unrealized Gains/(Losses)	(171,096)	-	-	-	-
436140	Tina Way/Pacific Ave. Property Rent	616,454	560,000	560,000	50,000	610,000
437135	Expense Reimbursement	2,000	1,000	1,000	-	1,000
437145	Sale of Assets	756,902	-	-	-	-
437195	Other Revenue	12,006	-	-	-	-
439801	Transfer from Expendable Deposits Fund	19,843	-	-	-	-
Total Housing Authority Fund		1,286,844	586,000	586,000	50,000	636,000
<u>EXPENDABLE DEPOSITS FUND (#801)</u>						
433282	Developer Deposits	86,200	-	69,000	22,899	91,899
SPECIAL REVENUE FUNDS - TOTAL		\$ 7,614,486	\$ 10,910,931	\$ 24,591,791	\$ 1,841,259	\$ 26,433,050
<u>CAPITAL PROJECTS FUND</u>						
<u>CAPITAL PROJECTS FUND (#305)</u>						
439101	Transfer from General Fund	\$ 75,000	\$ 180,000	\$ 209,000	\$ -	\$ 209,000
439211	Transfer from Gas Tax Fund	21,948	27,763	350,879	58,825	409,704
439215	Transfer from RMRA Fund	-	1,011,998	2,121,893	(58,825)	2,063,068
439220	Transfer from Measure M	149,673	1,064,239	1,720,284	-	1,720,284
439221	Transfer from CDBG-CV Fund	-	-	500,000	-	500,000
439222	Transfer from CDBG Fund	-	-	350,000	-	350,000

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
CAPITAL PROJECTS FUND, Continued						
439227	Transfer from Other Grants Fund	85,742	1,107,976	9,022,617	201,419	9,224,036
439257	Transfer from ARPA Fund	55,979	-	874,620	-	874,620
439262	Transfer from Traffic Signal Impact Fees Fund	54,068	-	-	-	-
439310	Transfer from Park In Lieu Fees Fund	123,522	533,714	958,294	20,500	978,794
439501	Transfer from Sewer Maintenance Fund	18,776	405,000	936,225	(405,000)	531,225
439502	Transfer from Sewer Capital Improvement Fund	-	145,000	145,000	(145,000)	-
Total Capital Projects Fund		584,708	4,475,690	17,188,812	(328,081)	16,860,731
<u>PARK IN LIEU FEES FUND (#310)</u>						
433280	Quimby Fees	592,169	50,000	50,000	-	50,000
435100	Interest	30,373	10,000	10,000	-	10,000
435110	Unrealized Gains/(Losses)	(67,976)	-	-	-	-
Total Park In Lieu Fees Fund		554,566	60,000	60,000	-	60,000
CAPITAL PROJECTS FUND - TOTAL		\$ 1,139,274	\$ 4,535,690	\$ 17,248,812	\$ (328,081)	\$ 16,920,731
<u>ENTERPRISE FUNDS</u>						
<u>SEWER MAINTENANCE FUND (#501)</u>						
430100	Current Year-Secured	\$ 58,067	\$ 62,000	\$ 62,000	\$ (4,000)	\$ 58,000
430105	Current Year-Unsecured	1,816	1,500	1,500	-	1,500
430115	Property Tax-Supplemental	1,301	1,000	1,000	-	1,000
430120	Residual Redevelopment Property Tax	84,516	72,000	72,000	14,200	86,200
430135	Homeowners Tax Relief	266	-	-	-	-
430145	Property Tax-Penalties/Int	479	-	-	-	-
431165	Fat/Oils/Grease User Fee	17,750	18,000	18,000	-	18,000
431175	Hook-Up Permit Fees (OCSD)	372,086	700,000	700,000	-	700,000
433155	User Fees/Tax Roll	919,329	927,500	927,500	-	927,500

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
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Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
SEWER MAINTENANCE FUND, Continued						
435100	Interest	46,721	10,000	10,000	-	10,000
435110	Unrealized Gains/(Losses)	(104,784)	-	-	-	-
440100	AB 1389 Pass Through from RDA	41,651	38,000	38,000	7,000	45,000
Total Sewer Maintenance Fund		1,439,198	1,830,000	1,830,000	17,200	1,847,200
SEWER CAPITAL IMPROVEMENT FUND (#502)						
431170	Hook-Up Permit Fees (City)	2,900	90,000	90,000	-	90,000
435100	Interest	24	2,500	2,500	-	2,500
435110	Unrealized Gains/(Losses)	(80)	-	-	-	-
Total Sewer Capital Improvement Fund		2,844	92,500	92,500	-	92,500
ENTERPRISE FUNDS - TOTAL		\$ 1,442,042	\$ 1,922,500	\$ 1,922,500	\$ 17,200	\$ 1,939,700
INTERNAL SERVICE FUNDS						
WORKERS COMPENSATION FUND (#602)						
433001	Workers' Compensation Charges	\$ 57,475	\$ 77,300	\$ 77,300	\$ -	\$ 77,300
435100	Interest	5,004	-	-	-	-
435110	Unrealized Gains/Losses	(10,417)	-	-	-	-
Total Workers Compensation Fund		52,062	77,300	77,300	-	77,300
LIABILITY/RISK MANAGEMENT FUND (#603)						
433004	Liability Insurance Charges	239,679	273,400	273,400	-	273,400
435100	Interest	1,037	-	-	-	-
435110	Unrealized Gains/Losses	(2,303)	-	-	-	-
439102	Transfer from Transaction & Use Tax Fund	131,330	-	-	-	-
Total Liability/Risk Management Fund		369,743	273,400	273,400	-	273,400

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City of Stanton
REVENUES AND TRANSFERS IN BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
EMPLOYEE BENEFITS FUND (#604)						
433002	Retirement Charges	903,987	1,195,985	1,195,985	-	1,195,985
433003	Health and Life Insurance Charges	417,818	626,975	626,975	-	626,975
433005	Unemployment Insurance Charges	13,359	12,925	12,925	-	12,925
433006	Other Benefit Charges	134,378	127,005	127,005	-	127,005
435110	Unrealized Gains (loss) (on PARS Trust account)	(587,982)	25,000	25,000	-	25,000
437130	Insurance Reimbursement	8	-	-	-	-
437135	Expense Reimbursement	43,000	41,280	41,280	-	41,280
437195	Other Revenue	1,275	-	-	-	-
Total Employee Benefits Fund		925,843	2,029,170	2,029,170	-	2,029,170
FLEET MAINTENANCE FUND (#605)						
433100	Fleet Maintenance Charges	112,768	166,650	166,650	-	166,650
435100	Interest	3,582	5,000	5,000	-	5,000
435110	Unrealized Gains/Losses	(7,813)	-	-	-	-
437135	Expense Reimbursement	-	-	18,414	-	18,414
437145	Sale of Assets	330	-	-	-	-
437195	Other Revenue	1,122	-	-	-	-
Total Fleet Maintenance Fund		109,989	171,650	190,064	-	190,064
INTERNAL SERVICE FUNDS - TOTAL		\$ 1,457,637	\$ 2,551,520	\$ 2,569,934	\$ -	\$ 2,569,934
TOTAL REVENUES & TRANSFERS IN		\$ 41,927,564	\$ 49,058,861	\$ 75,484,757	\$ 2,279,568	\$ 77,764,325

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
GENERAL FUNDS						
<u>GENERAL FUND (#101)</u>						
Administration						
1100	City Council	\$ 110,681	\$ 137,875	\$ 136,015	\$ -	\$ 136,015
1200	City Attorney	440,021	275,000	275,000	225,000	500,000
1300	City Manager	388,505	603,900	618,200	(174,931)	443,269
1400	City Clerk	195,723	241,880	241,880	-	241,880
1410	Personnel/Risk Management	167,621	207,435	208,535	48,590	257,125
1510	Information Technology	526,781	683,135	690,210	-	690,210
Total Administration		1,829,332	2,149,225	2,169,840	98,659	2,268,499
Finance						
1500	Finance	837,729	970,775	976,450	-	976,450
1600	Non-Departmental (excluding transfers)	300,926	165,000	165,000	225,000	390,000
Total Finance		1,138,655	1,135,775	1,141,450	225,000	1,366,450
Public Safety						
1520	Emergency Preparedness	59,311	5,000	9,175	-	9,175
2100	O.C.S.D. Contract	7,833,347	9,151,370	9,151,370	(378,600)	8,772,770
2100	Other O.C.S.D. Costs	70,205	71,310	71,310	-	71,310
2200	O.C.F.A. Contract	3,276,048	3,463,190	3,463,190	(300,000)	3,163,190
2200	Other O.C.F.A. Costs	41,113	43,000	43,000	-	43,000
2230	Ambulance Services	1,600	2,500	2,500	-	2,500
2300	Homeless Services (North SPA)	26,066	-	43,935	-	43,935
2400	Animal Control Services	175,959	200,965	200,965	-	200,965
2500	Public Safety Administration	118,784	117,310	117,310	51,185	168,495
4300	Parking Control	262,019	246,585	246,585	-	246,585

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
GENERAL FUND, (Continued)						
6200	Code Enforcement	508,243	637,030	637,030	-	637,030
Total Public Safety		12,372,695	13,938,260	13,986,370	(627,415)	13,358,955
Public Works						
3000	Public Works Administration	477,038	560,850	560,850	1,000	561,850
3100	Engineering	104,768	258,665	272,550	5,500	278,050
3200	Public Facilities Maintenance	445,352	816,040	812,840	59,160	872,000
3300	Crossing Guard Services	43,894	45,165	45,165	-	45,165
3400	Parks Maintenance	406,538	466,110	466,110	(19,970)	446,140
3500	Street Maintenance	441,852	508,135	508,135	(41,585)	466,550
3600	Storm Drain Maintenance	111,653	129,860	130,360	-	130,360
6300	Graffiti Abatement	56,634	110,370	110,370	8,395	118,765
Total Public Works		2,087,729	2,895,195	2,906,380	12,500	2,918,880
Community Development						
4000	Community Development Administration	284,101	308,915	308,915	(39,290)	269,625
4100	Planning	442,294	511,660	594,575	150,000	744,575
4200	Building Regulation	568,924	524,990	524,990	-	524,990
4400	Business Relations	1,395	37,800	37,800	-	37,800
Total Community Development		1,296,714	1,383,365	1,466,280	110,710	1,576,990
Community Services						
5000	Public Information Office	82,325	143,875	133,660	-	133,660
5100	Community Services Administration	570,992	583,020	594,220	-	594,220
5200	Community Center	91,768	202,300	202,300	-	202,300
5300	Stanton Central Park	235,210	238,925	238,925	-	238,925
5400	Senior Citizen Programs	50,921	67,360	67,360	-	67,360

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City of Stanton
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FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
GENERAL FUND, (Continued)						
5500	Recreation Programs	68,316	54,310	54,310	-	54,310
Total Community Services		1,099,532	1,289,790	1,290,775	-	1,290,775
Transfers Out						
800250	To FACT Grant Fund	41,445	46,470	46,470	-	46,470
800251	To Senior Transportation Fund	8,914	11,045	11,045	-	11,045
800280	To Stanton Central Park Maintenance Fund	49,825	59,200	59,200	-	59,200
800305	To Capital Projects Fund	75,000	180,000	209,000	-	209,000
Total Transfers Out		175,184	296,715	325,715	-	325,715
Total General Fund		19,999,841	23,088,325	23,286,810	(180,546)	23,106,264
<u>TRANSACTION & USE TAX FUND (#102)</u>						
Finance						
1500	Finance	-	6,300	6,300	-	6,300
1600	Non-Departmental	-	150,000	150,000	(150,000)	-
Total Finance		-	156,300	156,300	(150,000)	6,300
Public Safety						
2100	O.C.S.D. Contract	3,847,960	3,848,700	3,848,700	378,600	4,227,300
2200	O.C.F.A. Contract	1,857,500	1,800,000	1,800,000	300,000	2,100,000
Total Public Safety		5,705,460	5,648,700	5,648,700	678,600	6,327,300
Community Development						
4100	Planning	5,310	-	-	-	-
Total Community Development		5,310	-	-	-	-

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
TRANSACTION & USE TAX FUND, Continued						
Transfers Out						
800101	To General Fund	131,136	-	-	200,000	200,000
800603	To Liability/Risk Mgmt Fund	131,330	-	-	-	-
Total Transfers Out		262,466	-	-	200,000	200,000
Total Transaction & Use Tax Fund		5,973,236	5,805,000	5,805,000	728,600	6,533,600
GENERAL FUNDS - TOTAL		\$ 25,973,077	\$ 28,893,325	\$ 29,091,810	\$ 548,054	\$ 29,639,864
SPECIAL REVENUE FUNDS						
<u>CASP PROGRAM (#210)</u>						
607115	Training	\$ -	\$ 5,000	\$ 5,000	\$ -	\$ 5,000
Total CASP Program Fund		-	5,000	5,000	-	5,000
<u>GAS TAX FUND (#211)</u>						
Salaries and Benefits						
501110	Salaries-Regular	6,386	65,765	65,765	-	65,765
501120	Salaries-Part-Time	23,272	30,660	30,660	-	30,660
502100	Retirement	1,925	16,015	16,015	-	16,015
502105	Workers' Compensation	416	1,480	1,480	-	1,480
502110	Health/Life Insurance	457	11,800	11,800	-	11,800
502111	Medical In-Lieu Pay	240	-	-	-	-
502115	Unemployment Insurance	253	255	255	-	255
502120	Medicare/FICA	434	1,390	1,390	-	1,390
502125	Leave Disbursals	23	-	-	-	-

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OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
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Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
GAS TAX FUND, Continued						
502130	Other Benefits Charges	78	880	880	-	880
Total Salaries and Benefits		33,484	128,245	128,245	-	128,245
Maintenance and Operations						
608100	Contractual Services	40,402	90,000	158,000	-	158,000
608110	Engineering Services	-	-	15,000	-	15,000
608105	Professional Services	20,000	-	-	-	-
Total Maintenance and Operations		60,402	90,000	173,000	-	173,000
Allocated Charges						
612105	Vehicle Replacement Charge	2,000	8,890	8,890	-	8,890
612115	Liability Insurance Charge	1,411	4,880	4,880	-	4,880
612140	Information Technology Charge	3,124	12,190	12,190	-	12,190
614205	Admin Overhead	3,956	24,060	24,060	-	24,060
Total Allocated Charges		10,491	50,020	50,020	-	50,020
Capital Outlay						
710106	Traffic Signal Improvements	16,891	-	50,000	-	50,000
Total Capital Outlay		16,891	-	50,000	-	50,000
Transfers Out						
800101	Transfer to General Fund	205,000	205,000	205,000	-	205,000
800305	Transfer to Capital Projects Fund	21,948	27,763	350,879	58,825	409,704
Total Transfers Out		226,948	232,763	555,879	58,825	614,704
Total Gas Tax Fund		348,216	501,028	957,144	58,825	1,015,969

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Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
<u>RMRA FUND (#215)</u>						
800305	Transfer to Capital Projects Fund	-	1,011,998	2,121,893	(58,825)	2,063,068
Total RMRA Fund		-	1,011,998	2,121,893	(58,825)	2,063,068
<u>MEASURE M FUND (#220)</u>						
800305	Transfer to Capital Projects Fund	149,673	1,064,239	1,720,284	-	1,720,284
Total Measure M Fund		149,673	1,064,239	1,720,284	-	1,720,284
<u>CDBG-CV FUND (#221)</u>						
608105	Professional Services	2,400	-	-	-	-
610106	Small Business Loan Program	45,000	-	-	-	-
800257	Transfer to ARPA Fund	11,360	-	-	-	-
800305	Transfer to Capital Projects Fund	-	-	500,000	-	500,000
Total CDBG-CV Fund		58,760	-	500,000	-	500,000
<u>CDBG FUND (#222)</u>						
Salaries and Benefits						
501110	Salaries-Regular	1,615	9,580	9,580	-	9,580
502100	Retirement	357	2,360	2,360	-	2,360
502105	Workers' Compensation	23	150	150	-	150
502110	Health/Life Insurance	148	955	955	-	955
502115	Unemployment Insurance	-	15	15	-	15
502120	Medicare/FICA	23	140	140	-	140
502130	Other Benefit Charges	16	90	90	-	90
Total Salaries and Benefits		2,182	13,290	13,290	-	13,290

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CDBG FUND, Continued						
Transfers to Other Funds						
800305	Transfer to Capital Projects Fund	-	-	350,000	-	350,000
Total Transfers to Other Funds		-	-	350,000	-	350,000
Total CDBG Fund		2,182	13,290	363,290	-	363,290
<u>FIRE PROTECTIVE SERVICES FUND (#223)</u>						
608105	Professional Services	3,705	3,000	3,000	-	3,000
800101	Transfer to General Fund	375,672	382,000	382,000	7,730	389,730
Total Fire Protective Services Fund		379,377	385,000	385,000	7,730	392,730
<u>LIGHTING MAINTENANCE 1919 ACT FUND (#224)</u>						
604105	Utilities	152,389	180,000	180,000	-	180,000
604110	Street Lighting	-	75,000	75,000	-	75,000
810100	Principal Payment	-	133,460	133,460	-	133,460
810105	Interest	12,943	11,020	11,020	-	11,020
Total Lighting Maintenance 1919 Act Fund		165,332	399,480	399,480	-	399,480
<u>LIGHTING/MEDIAN MAINTENANCE 1972 ACT FUND (#225)</u>						
603130	Median Maintenance	876	16,000	16,000	-	16,000
604105	Utilities	54,640	98,000	98,000	-	98,000
604109	Traffic Signal Maintenance	69,357	130,000	130,000	-	130,000
608100	Contractual Services	172,490	192,500	192,500	-	192,500
608105	Professional Services	48,455	99,500	104,500	-	104,500
710210	Street Trees	1,185	25,000	25,000	-	25,000
Total Lighting/Median Maintenance 1972 Act Fund		347,003	561,000	566,000	-	566,000

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<u>AIR QUALITY IMPROVEMENT FUND (#226)</u>						
502135	Alternative Commute Incentive	-	1,000	1,000	-	1,000
608100	Contractual Services	-	5,000	5,000	-	5,000
608145	Information Technology	3,545	-	-	-	-
701105	Equipment-General	17,037	-	-	-	-
703105	Alternate Fuel Vehicles	16,270	90,000	90,000	40,000	130,000
Total Air Quality Improvement Fund		36,852	96,000	96,000	40,000	136,000
<u>OTHER GRANTS FUND (#227)</u>						
608100	Contractual Services	-	-	10,115	-	10,115
608110	Engineering Services	42,583	-	14,220	-	14,220
800305	Transfer to Capital Projects Fund	85,742	1,107,976	9,022,617	201,419	9,224,036
Total Other Grants Fund		128,325	1,107,976	9,046,952	201,419	9,248,371
<u>SUPPLEMENTAL LAW ENFORCEMENT GRANTS FUND (#242)</u>						
602100	Special Department Expense	82,185	123,300	123,300	-	123,300
800101	Transfer to General Fund	150,000	150,000	150,000	-	150,000
Total Supplemental Law Enforcement Grants Fund		232,185	273,300	273,300	-	273,300
<u>JUSTICE ASSISTANCE GRANTS FUND (#245)</u>						
602100	Special Department Expense	-	-	8,940	-	8,940
608100	Contractual Services	-	-	5,000,000	-	5,000,000
Total Justice Assistance Grants Fund		-	-	5,008,940	-	5,008,940
<u>FACT GRANT FUND (#250)</u>						
Salaries and Benefits						
501110	Salaries-Regular	112,217	127,405	133,645	-	133,645
501115	Salaries-Overtime	673	-	-	-	-
501120	Salaries-Part-Time	43,364	31,125	31,125	-	31,125

* - Amended Budget includes appropriations approved by City Council through February 14, 2023.

City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
FACT GRANT FUND, Continued						
502100	Retirement	29,010	31,745	31,745	-	31,745
502105	Workers' Compensation	2,184	2,345	2,345	-	2,345
502110	Health/Life Insurance	15,310	19,150	19,150	-	19,150
502111	Medical In-Lieu Pay	25	300	300	-	300
502115	Unemployment Insurance	753	525	525	-	525
502120	Medicare/FICA	2,227	2,210	2,210	-	2,210
502125	Leave Disbursals	1,205	-	-	-	-
502130	Other Benefits	1,156	1,605	1,605	-	1,605
Total Salaries and Benefits		208,124	216,410	222,650	-	222,650
Maintenance and Operations						
602100	Special Department Expense	18,353	2,710	2,710	-	2,710
608100	Contractual Services	117,867	127,350	171,110	-	171,110
610155	Emergency Assistance	-	-	20,800	-	20,800
Total Maintenance and Operations		136,220	130,060	194,620	-	194,620
Total FACT Grant Fund		344,344	346,470	417,270	-	417,270
<u>SENIOR TRANSPORTATION FUND (#251)</u>						
Salaries and Benefits						
501110	Salaries-Regular	16,929	18,195	18,195	-	18,195
501115	Salaries-Overtime	74	-	-	-	-
501120	Salaries-Part-Time	14,381	24,590	24,590	-	24,590
502100	Retirement	3,744	4,225	4,225	-	4,225
502105	Workers' Compensation	440	640	640	-	640
502110	Health/Life Insurance	2,050	2,395	2,395	-	2,395
502111	Medical In-Lieu Pay	-	-	-	-	-
502115	Unemployment Insurance	163	240	240	-	240

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
SENIOR TRANSPORTATION FUND, Continued						
502120	Medicare/FICA	455	615	615	-	615
502125	Leave Disbursals	249	-	-	-	-
502130	Other Benefits	179	585	585	-	585
Total Salaries and Benefits		38,664	51,485	51,485	-	51,485
Maintenance and Operations						
602145	Gas/Oil/Lube	1,798	2,000	2,000	-	2,000
Total Maintenance and Operations		1,798	2,000	2,000	-	2,000
Allocated Charges						
614205	Admin Overhead	4,107	4,240	4,240	-	4,240
Total Allocated Charges		4,107	4,240	4,240	-	4,240
Total Senior Transportation Fund		44,569	57,725	57,725	-	57,725
<u>AMERICA RESCUE PLAN ACT (ARPA) FUND (#257)</u>						
Salaries and Benefits						
501110	Salaries-Regular	393,020	587,425	514,225	5,770	519,995
501115	Salaries-Overtime	94	-	-	-	-
501120	Salaries-Part-Time	30,531	62,025	62,395	11,370	73,765
502100	Retirement	87,580	139,825	123,150	(935)	122,215
502105	Workers' Compensation	5,947	9,675	8,610	700	9,310
502110	Health/Life Insurance	41,744	64,465	54,890	(2,880)	52,010
502111	Medical In-Lieu Pay	8,597	8,400	8,400	4,200	12,600
502115	Unemployment Insurance	2,406	1,810	1,660	140	1,800
502120	Medicare/FICA	6,161	9,425	8,370	260	8,630
502125	Leave Disbursals	2,397	-	-	-	-
501130	Other Benefits	3,976	6,465	5,765	60	5,825

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
ARPA FUND, Continued						
608130	Temporary Help	-	-	80,005	-	80,005
Total Salaries and Benefits		582,453	889,515	867,470	18,685	886,155
Maintenance and Operations						
602100	Special Dept Expense	-	-	50,000	-	50,000
602110	Office Expense	-	-	1,200	-	1,200
602135	Safety Equipment	2,374	-	-	-	-
602140	Materials & Supplies	4,926	-	-	-	-
608100	Contractual Services	285,281	-	138,815	-	138,815
608105	Professional Services	37,326	5,000	105,000	218,120	323,120
608145	Information Technology	2,537	-	18,200	-	18,200
608150	Contractual Recreation Program	-	-	27,000	-	27,000
608160	Sheriff Contract Services	105,857	224,560	464,345	-	464,345
Total Maintenance and Operations		438,301	229,560	804,560	218,120	1,022,680
Allocated Charges						
614205	Admin Overhead	42,355	60,785	53,755	4,980	58,735
Total Allocated Charges		42,355	60,785	53,755	4,980	58,735
Capital Outlay						
701100	Equipment-Office	832	-	875	-	875
701105	Equipment-General	127,909	-	19,216	-	19,216
704100	Facility Improvements	-	-	200,000	-	200,000
790100	Land Acquisition	10,448	-	2,602,700	-	2,602,700
Total Capital Outlay		139,189	-	2,822,791	-	2,822,791

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
ARPA FUND, Continued						
Transfers to Other Funds						
800305	Transfer to Capital Projects Fund	55,979	-	874,620	-	874,620
Total Transfers to Other Funds		55,979	-	874,620	-	874,620
Total ARPA Fund		1,258,277	1,179,860	5,423,196	241,785	5,664,981
<u>TRAFFIC SIGNAL IMPACT FEES FUND (#262)</u>						
800305	Transfer to Capital Projects Fund	54,068	-	-	-	-
Total Traffic Signal Impact Fees Fund		54,068	-	-	-	-
<u>PUBLIC SAFETY TASK FORCE FUND (#271)</u>						
608100	Contractual Services	17,093	-	115,907	-	115,907
608145	Information Technology	12,488	-	-	-	-
608160	Sheriff Contract Services	118,181	-	-	-	-
Total Public Safety Task Force Fund		147,762	-	115,907	-	115,907
<u>STANTON CENTRAL PARK MAINTENANCE FUND (#280)</u>						
608100	Contractual Services	99,825	109,200	109,200	-	109,200
Total Stanton Central Park Maintenance Fund		99,825	109,200	109,200	-	109,200
<u>HOUSING AUTHORITY FUND (#285)</u>						
Salaries and Benefits						
501110	Salaries-Regular	132,246	144,015	145,820	-	145,820
501115	Salaries-Overtime	418	-	-	-	-
501120	Salaries-Part-Time	1,903	2,575	2,575	-	2,575
502100	Retirement	31,810	34,475	35,325	-	35,325
502105	Workers' Compensation	1,884	2,135	2,205	-	2,205
502110	Health/Life Insurance	10,648	15,290	15,290	-	15,290

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
HOUSING AUTHORITY FUND, Continued						
502111	Medical In-Lieu Pay	661	450	450	-	450
502115	Unemployment Insurance	204	195	195	-	195
502120	Medicare/FICA	1,827	2,010	2,035	-	2,035
502125	Leave Disbursals	673	-	-	-	-
502130	Other Benefits	1,334	1,055	1,055	-	1,055
Total Salaries and Benefits		183,608	202,200	204,950	-	204,950
Maintenance and Operations						
602110	Office Expense	125	1,000	1,000	-	1,000
602115	Postage	14	500	500	-	500
602130	Clothing	-	-	2,940	-	2,940
602140	Materials and Supplies	1,686	5,000	2,060	-	2,060
602145	Gas/Oil/Lube	20	-	-	-	-
603120	Minor Repairs	-	15,000	15,000	-	15,000
604105	Utilities	49,774	50,000	50,000	-	50,000
607100	Membership Dues	-	4,800	4,800	-	4,800
607110	Travel/Conference/Meetings	138	1,000	1,000	-	1,000
607115	Training	652	2,500	2,500	-	2,500
608100	Contractual Services	325,231	24,000	24,000	-	24,000
608105	Professional Services	215,094	530,500	530,500	-	530,500
610130	Tina Pacific Operating Expenses	88,891	-	-	-	-
610135	Relocation Assistance	49,040	40,000	40,000	-	40,000
610230	Navigation Center (North SPA)	30,000	50,000	50,000	-	50,000

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
HOUSING AUTHORITY FUND, Continued						
611110	O.C. Sanitation User Fee	20,837	21,500	21,500	-	21,500
612135	Building Maintenance	-	75,000	75,000	-	75,000
Total Maintenance and Operations		781,502	820,800	820,800	-	820,800
Allocated Charges						
612105	Vehicle Replacement Charge	10,075	5,805	5,805	-	5,805
612115	Liability Insurance Charge	13,841	7,295	7,295	-	7,295
612140	Information Technology Charge	30,700	18,215	18,215	-	18,215
614205	Admin Overhead	20,659	21,580	21,580	-	21,580
Total Allocated Charges		75,275	52,895	52,895	-	52,895
Capital Outlay						
760100	Demolition/Condemnation	-	200,000	293,800	-	293,800
790100	Land Acquisition	-	-	2,500,000	-	2,500,000
Total Capital Outlay		-	200,000	2,793,800	-	2,793,800
Transfers to Other Funds						
800101	Transfer to General Fund	890,000	-	-	-	-
Total Transfers to Other Funds		890,000	-	-	-	-
Total Housing Authority Fund		1,930,385	1,275,895	3,872,445	-	3,872,445
<u>EXPENDABLE DEPOSITS FUND (#801)</u>						
Salaries and Benefits						
501110	Salaries-Regular	6,359	-	-	-	-
501115	Salaries-Overtime	125	-	-	-	-
502100	Retirement	1,407	-	-	-	-
502105	Workers' Compensation	89	-	-	-	-
502110	Health/Life Insurance	594	-	-	-	-

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
EXPENDABLE DEPOSITS FUND, Continued						
502115	Unemployment Insurance	2	-	-	-	-
502120	Medicare/FICA	94	-	-	-	-
502130	Other Benefits	64	-	-	-	-
Total Salaries and Benefits		8,734	-	-	-	-
Maintenance and Operations						
602115	Postage	755	-	-	-	-
608105	Professional Services	68,868	-	69,000	-	69,000
Total Maintenance and Operations		69,623	-	69,000	-	69,000
Allocated Charges						
614205	Admin Overhead	1,463	-	-	-	-
Total Allocated Charges		1,463	-	-	-	-
Transfers to Other Funds						
800285	Transfer to Housing Authority	19,843	-	-	-	-
Total Transfers to Other Funds		19,843	-	-	-	-
Total Expendable Deposits Fund		99,663	-	69,000	-	69,000
SPECIAL REVENUE FUNDS - TOTAL		\$ 5,826,798	\$ 8,387,461	\$ 31,508,026	\$ 490,934	\$ 31,998,960
CAPITAL PROJECTS FUNDS						
CAPITAL PROJECTS FUND (#305)						
704100	Facility improvements	\$ 34,687	\$ 35,000	\$ 55,000	\$ -	\$ 55,000
750100	Dotson Park Improvements	-	-	10,000	-	10,000
750103	Central Park Improvements	-	-	50,000	-	50,000
Total Capital Projects Fund		34,687	35,000	115,000	-	115,000

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
<u>PARK IN LIEU FEES FUND (#310)</u>						
608100	Contractual Services	22,322	-	-	-	-
608105	Professional Services	1,050	-	-	-	-
800305	Transfer to Capital Projects Fund	123,522	533,714	958,294	20,500	978,794
Total Park In Lieu Fees Fund		146,894	533,714	958,294	20,500	978,794
CAPITAL PROJECTS FUND - TOTAL		\$ 181,581	\$ 568,714	\$ 1,073,294	\$ 20,500	\$ 1,093,794
ENTERPRISE FUND						
<u>SEWER MAINTENANCE FUND (#501)</u>						
Salaries and Benefits						
501110	Salaries-Regular	\$ 17,998	\$ 46,875	\$ 46,875	\$ -	\$ 46,875
501115	Salaries-Overtime	98	600	600	-	600
502100	Retirement	3,779	11,060	11,060	-	11,060
502105	Workers' Compensation	253	710	710	-	710
502110	Health/Life Insurance	1,690	7,285	7,285	-	7,285
502111	Medical In-Lieu Pay	30	-	-	-	-
502115	Unemployment Insurance	101	85	85	-	85
502120	Medicare/FICA	261	670	670	-	670
502125	Leave Disbursals	(1,936)	-	-	-	-
502130	Other Benefits	182	430	430	-	430
Total Salaries and Benefits		22,456	67,715	67,715	-	67,715
Maintenance and Operations						
602115	Postage	14	-	-	-	-
603100	Emergency Maintenance Services	-	15,000	15,000	-	15,000
603122	System Repairs/Maintenance	1,052	8,000	8,000	-	8,000

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
SEWER MAINTENANCE FUND, Continued						
608105	Professional Services	5,920	54,500	54,500	(50,000)	4,500
608110	Engineering Services	20,519	35,000	35,000	-	35,000
608155	Waste Discharge Monitoring	20,992	25,000	25,000	-	25,000
611116	Payment to Other Agencies	363,857	700,000	700,000	-	700,000
730100	CCTV & Line Cleaning	249,453	280,000	280,000	-	280,000
830100	Depreciation Expense	143,474	150,000	150,000	-	150,000
Total Maintenance and Operations		805,281	1,267,500	1,267,500	(50,000)	1,217,500
Allocated Charges						
612105	Vehicle Replacement Charge	21,250	1,665	1,665	-	1,665
612115	Liability Insurance Charge	1,441	2,375	2,375	-	2,375
612125	Employee Benefits	(19,033)	-	-	-	-
612140	Information Technology Charge	3,194	5,930	5,930	-	5,930
614205	Admin Overhead	5,219	13,470	13,470	-	13,470
Total Allocated Charges		12,071	23,440	23,440	-	23,440
Transfer to Other Funds						
800305	Transfer to Capital Projects Fund	18,776	405,000	936,225	(405,000)	531,225
Total Transfer to Other Funds		18,776	405,000	936,225	(405,000)	531,225
Total Sewer Maintenance Fund		858,584	1,763,655	2,294,880	(455,000)	1,839,880
SEWER CAPITAL IMPROVEMENT FUND (#502)						
800501	Transfer to Capital Projects Fund	-	145,000	145,000	(145,000)	-
Total Sewer Capital Improvement Fund		-	145,000	145,000	(145,000)	-
ENTERPRISE FUNDS - TOTAL		\$ 858,584	\$ 1,908,655	\$ 2,439,880	\$ (600,000)	\$ 1,839,880

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
INTERNAL SERVICE FUNDS						
<u>WORKERS COMPENSATION FUND (#602)</u>						
606105	Insurance Premium	\$ 55,970	\$ 57,000	\$ 57,000	\$ -	\$ 57,000
606110	Benefit Claims	(8,892)	20,000	20,000	-	20,000
608105	Professional Services	-	300	300	-	300
Total Workers Compensation Fund		47,078	77,300	77,300	-	77,300
<u>LIABILITY/RISK MANAGEMENT FUND (#603)</u>						
606105	Insurance Premium	239,679	253,400	253,400	-	253,400
606110	Benefit Claims	(32,575)	20,000	20,000	32,100	52,100
Total Liability/Risk Management Fund		207,104	273,400	273,400	32,100	305,500
<u>EMPLOYEE BENEFITS FUND (#604)</u>						
502100	Retirement	(2,367,400)	-	-	-	-
502101	CalPERS Retirement System	903,987	1,193,485	1,193,485	-	1,193,485
502110	Health/Life Insurance	43,000	-	-	-	-
502111	Medical In-Lieu Pay	-	44,000	44,000	-	44,000
502112	Medical Insurance Premiums	384,317	577,285	577,285	-	577,285
502113	Dental Insurance Premiums	23,107	32,045	32,045	-	32,045
502114	Vision Insurance Premiums	5,974	8,055	8,055	-	8,055
502115	Unemployment Insurance Payments	13,270	12,925	12,925	-	12,925
502116	Life Insurance Premiums	5,702	6,870	6,870	-	6,870
502117	Disability Insurance Premiums	29,214	43,490	43,490	-	43,490
502120	Medicare/FICA	58,622	76,015	76,015	-	76,015
502125	Leave Disbursals	37,437	-	-	-	-
502130	Other Benefits	6,888	7,500	7,500	-	7,500
608105	Professional Services	-	2,500	2,500	-	2,500

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
EMPLOYEE BENEFITS FUND, Continued						
608107	Financial Services	26,985	25,000	25,000	-	25,000
Total Employee Benefits Fund		(828,897)	2,029,170	2,029,170	-	2,029,170
<u>FLEET MAINTENANCE FUND (#605)</u>						
Salaries and Benefits						
501110	Salaries-Regular	5,928	14,750	14,750	-	14,750
501115	Salaries-Overtime	669	900	900	-	900
502100	Retirement	1,296	3,535	3,535	-	3,535
502105	Workers' Compensation	83	225	225	-	225
502110	Health/Life Insurance	504	30	30	-	30
502111	Medical In-Lieu Pay	1,072	1,050	1,050	-	1,050
502115	Unemployment Insurance	23	40	40	-	40
502120	Medicare/FICA	111	230	230	-	230
502125	Leave Disbursals	459	-	-	-	-
502130	Other Benefits	60	140	140	-	140
Total Salaries and Benefits		10,205	20,900	20,900	-	20,900
Maintenance and Operations						
602100	Special Department Expense	442	-	-	-	-
602135	Safety Equipment	75	500	500	-	500
602145	Gas/Oil/Lube	33,452	50,000	50,000	-	50,000
603105	Equipment Maintenance	1,325	5,000	5,000	-	5,000
603125	Vehicle Maintenance	39,803	49,000	67,414	-	67,414
830100	Depreciation Expense	96,494	40,000	40,000	-	40,000
Total Maintenance and Operations		171,591	144,500	162,914	-	162,914

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City of Stanton
OPERATING EXPENDITURES AND TRANSFERS OUT BY FUND
FISCAL YEAR 2022/23

Acct. No.	Description	FY 2021/22 Actual	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
FLEET MAINTENANCE FUND, Continued						
Allocated Charges						
612115	Liability Insurance Charge	757	745	745	-	745
612140	Information Technology Charge	1,677	1,270	1,270	-	1,270
614205	Admin Overhead	1,719	4,235	4,235	-	4,235
Total Allocated Charges		4,153	6,250	6,250	-	6,250
Capital Outlay						
701105	Equipment-General	-	15,000	15,000	-	15,000
703100	Vehicle	-	60,000	60,000	-	60,000
Total Capital Outlay		-	75,000	75,000	-	75,000
Total Fleet Maintenance Fund		185,949	246,650	265,064	-	265,064
INTERNAL SERVICE FUNDS - TOTAL		\$ (388,766)	\$ 2,626,520	\$ 2,644,934	\$ 32,100	\$ 2,677,034
TOTAL OPERATING EXPENDITURES & TRANSFERS OUT		\$ 32,451,274	\$ 42,384,675	\$ 66,757,944	\$ 491,588	\$ 67,249,532

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CITY OF STANTON
FY 2022/23
CAPITAL IMPROVEMENT PROGRAM (CIP) EXPENDITURES

Task Code	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget*	Increase (Decrease)	FY 2022/23 Revised Budget
Street Projects					
2022-101	Citywide Street Rehabilitation (FY 2021/22)	\$ -	\$ 1,927,575	\$ -	\$ 1,927,575
2022-102	Citywide Street Sign Replacement	-	149,490	-	149,490
2023-101	Citywide Street Rehabilitation (FY 2022/23)	2,090,000	2,117,720	-	2,117,720
2023-102	Greening Stanton	180,000	180,000	-	180,000
2023-103	Catch Basin Connector Pipe Screen Installations (FY 2022/23)	70,000	70,000		70,000
2023-104	Pavement Management Plan Update	-	26,196	-	26,196
Total Street Projects		\$ 2,340,000	\$ 4,470,981	\$ -	\$ 4,470,981
Parks Projects					
2021-201	Park Master Plan	\$ -	\$ 174,620		\$ 174,620
2021-205	Dog Park	-	154,555	-	154,555
2022-201	Family Resource Center Improvements (Phase 1)	182,600	797,321	-	797,321
2022-203	Orangewood Parkette	850,000	928,885	20,500	949,385
2022-204	Norm Ross Sports Park	-	7,691,060	-	7,691,060
2022-205	Replace Shade Structure at Stanton Central Park	-	60,000	-	60,000
2022-206	Premier Park Renovation	500,000	850,000	-	850,000
2022-820	Stanton Park Adult Fitness Equipment	84,090	87,975	-	87,975
2022-833	Stanton Park Refresh	-	410,000	-	410,000
2023-201	Family Resource Center Improvements (Phase 2)	-	-	201,419	201,419
Total Parks Projects		\$ 1,616,690	\$ 11,154,416	\$ 221,919	\$ 11,376,335
Sewer					
2022-301	Sewer Master Plan Update	\$ -	\$ 531,225	\$ -	\$ 531,225
2023-301	Annual Sewer Rehabilitation (FY 2022/23)	550,000	550,000	(550,000)	-
Total Sewer		\$ 550,000	\$ 1,081,225	\$ (550,000)	\$ 531,225
Facilities					
2022-839	ADA Transition Plan	\$ -	\$ 110,000	\$ -	\$ 110,000
2023-603	Stanton Community Center Improvements	-	500,000	-	500,000
Total Facilities		\$ -	\$ 610,000	\$ -	\$ 610,000
TOTAL CIP EXPENDITURES		\$ 4,506,690	\$ 17,316,622	\$ (328,081)	\$ 16,988,541
Funding Source					
101	General Fund	\$ 180,000	\$ 212,885		\$ 212,885
211	Gas Tax Fund	27,763	350,879	58,825	409,704
215	Road Maintenance Rehabilitation Account (RMRA) (SB-1)	1,011,998	2,121,893	(58,825)	2,063,068
220	Measure M Turnback Fund	1,064,239	1,720,279		1,720,279
221	CDBG-CV Grant Fund	-	500,000		500,000
222	CDBG Grant Fund	-	350,000		350,000
227	Other Grants Fund	1,107,976	9,022,617	201,419	9,224,036
227	ARPA Fund	-	874,620		874,620
305	Capital Projects Fund (Reserves)	31,000	123,930		123,930
310	Park In-Lieu Fund	533,714	958,294	20,500	978,794
501	Sewer Maintenance Fund	405,000	936,225	(405,000)	531,225
502	Sewer Capital Improvement Fund	145,000	145,000	(145,000)	-
TOTAL CIP FUNDING		\$ 4,506,690	\$ 17,316,622	\$ (328,081)	\$ 16,988,541

* - Amended Budget includes appropriations approved by City Council through February 14, 2023.

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City of Stanton
RESERVE BALANCES BY FUND
FISCAL YEAR 2022/23

	Beginning Balance 7/1/2022	Revenues FY 2022/23	Operating Expenditures FY 2022/23	CIP Expenditures FY 2022/23	Transfers In FY 2022/23	Transfers Out FY 2022/23	Projected Ending Balance 6/30/2023
GENERAL FUNDS							
<u>General Fund (#101)</u>							
Unassigned	\$ 9,759,342	\$ 22,812,180	\$ (22,560,398)	\$ (3,885)	\$ 944,730	\$ (145,715)	\$ 10,806,254
Reserve - Continuing Appropriations (Carryovers)	169,585	-	(169,585)	-	-	-	-
Reserve - Economic Uncertainty	5,700,000	-	-	-	-	-	5,700,000
Reserve - Emergency Disaster Continuity	2,900,000	-	-	-	-	-	2,900,000
Reserve - Capital Improvement	5,000,000	-	-	-	-	-	5,000,000
Reserve -Equipment and Maintenance	150,000	-	-	-	-	-	150,000
Reserve -Technology Equipment	150,000	-	-	-	-	-	150,000
Committed by Developer Agreements for Public Benefit/Public Facilities	1,377,796	-	-	-	-	(180,000)	1,197,796
Committed by Developer Agreements for Beautification Projects	190,000	-	-	-	-	-	190,000
Committed by Developer Agreements for Neighborhood Preservation Projects	88,500	-	-	-	-	-	88,500
Non-Spendable-Prepays	46,681	-	(46,681)	-	-	-	-
Non-Spendable-Loan to Lighting Maintenance District Fund (noncurrent portion)	795,413	-	-	-	-	-	795,413
Non-Spendable-Notes Receivable	1,792,342	-	-	-	-	-	1,792,342
Total General Fund	28,119,659	22,812,180	(22,776,664)	(3,885)	944,730	(325,715)	28,770,305
<u>Transaction & Use Tax Fund (#102)</u>							
Unassigned	389,600	6,144,000	(6,333,600)	-	-	(200,000)	-
GENERAL FUNDS - TOTAL	\$ 28,509,259	\$ 28,956,180	\$ (29,110,264)	\$ (3,885)	\$ 944,730	\$ (525,715)	\$ 28,770,305
<u>Special Revenue Funds</u>							
<u>CASP Program Fund (#210)</u>							
Restricted-CASP Program	\$ 53,197	\$ 10,000	\$ (5,000)	\$ -	\$ -	\$ -	\$ 58,197
<u>Gas Tax Fund (#211)</u>							
Restricted-Street Rehabilitation and Maintenance	1,476,427	1,020,130	(401,265)	-	-	(614,704)	1,480,588
<u>Road Maintenance and Rehabilitation Account</u>							
<u>(RMRA) Fund (#215)</u>							
Restricted-Streets and Roads Capital Projects	1,206,263	856,805	-	-	-	(2,063,068)	-
<u>Measure M Fund (#220)</u>							
Restricted-Streets and Roads Capital Projects	1,141,078	695,000	-	-	-	(1,720,284)	115,794

City of Stanton
RESERVE BALANCES BY FUND
FISCAL YEAR 2022/23

	Beginning Balance 7/1/2022	Revenues FY 2022/23	Operating Expenditures FY 2022/23	CIP Expenditures FY 2022/23	Transfers In FY 2022/23	Transfers Out FY 2022/23	Projected Ending Balance 6/30/2023
<u>Community Development Block Grant-CV (CDBG-) Fund (#221)</u>							
Restricted-Small Business Loan Program	-	500,000	-	-	-	(500,000)	-
<u>Community Development Block Grant (CDBG) Fund (#222)</u>							
Restricted-Housing Rehabilitation for Low and Moderate Income Housing Persons	211,341	355,000	(13,290)	-	-	(350,000)	203,051
<u>Fire Protective Services Fund (#223)</u>							
Restricted-Fire Protection and Prevention Services	7,730	385,000	(3,000)	-	-	(389,730)	-
<u>Lighting Maintenance 1919 Act Fund (#224)</u>							
Restricted-Maintenance and Capital Projects for Street Lights	649,002	884,070	(399,480)	-	-	-	1,133,592
Advance Payable Due to General Fund (noncurrent portion)	(795,413)	-	-	-	-	-	(795,413)
Total Lighting Maintenance 1919 Act Fund	(146,411)	884,070	(399,480)	-	-	-	338,179
<u>Lighting and Median Maintenance 1972 Act Fund (#225)</u>							
Restricted-Lighting and Landscape Maintenance	1,054,207	213,000	(566,000)	-	-	-	701,207
<u>Air Quality Improvement Fund (#226)</u>							
Restricted-Mobile Source Emissions Reduction Programs	178,059	47,000	(136,000)	-	-	-	89,059
<u>Other Grants Fund (#227)</u>							
Restricted-Grant Specific Programs	(61,409)	9,309,780	(24,335)	-	-	(9,224,036)	-
<u>Supplemental Law Enforcement Grants Fund (#242)</u>							
Restricted-Law Enforcement	368,508	160,000	(123,300)	-	-	(150,000)	255,208
<u>Justice Assistance Grants (JAG) Fund (#245)</u>							
Restricted-Public Safety Programs	-	5,008,940	(5,008,940)	-	-	-	-
<u>Families and Communities Together (FACT) Grant Fund (#250)</u>							
Restricted-Family Preservation and Support Program	-	370,800	(417,270)	-	46,470	-	-
<u>Senior Transportation Fund (#251)</u>							
Restricted-Senior Mobility Program	61,326	25,930	(57,725)	-	11,045	-	40,576
<u>America Rescue Plan (ARPA) Act Fund (#257)</u>							
Unrestricted	-	5,664,981	(4,790,361)	-	-	(874,620)	-

**City of Stanton
RESERVE BALANCES BY FUND
FISCAL YEAR 2022/23**

	Beginning Balance 7/1/2022	Revenues FY 2022/23	Operating Expenditures FY 2022/23	CIP Expenditures FY 2022/23	Transfers In FY 2022/23	Transfers Out FY 2022/23	Projected Ending Balance 6/30/2023
<u>Street Impact Fees Fund (#261)</u>							
Restricted-Streets and Roads Capital Projects	101,872	10,500	-	-	-	-	112,372
<u>Traffic Signal Impact Fees Fund (#262)</u>							
Restricted-Traffic Signals Capital Projects	-	10,500	-	-	-	-	10,500
<u>Community Center Impact Fees Fund (#263)</u>							
Restricted-New Community Center Facility	169,388	5,500	-	-	-	-	174,888
<u>Police Services Impact Fees Fund (#264)</u>							
Restricted-New Police Center Facility	153,047	5,500	-	-	-	-	158,547
<u>Public Safety Task Force Fund (#271)</u>							
Restricted-Violence Prevention and Intervention Activities	115,907	-	(115,907)	-	-	-	-
<u>Stanton Central Park Maintenance Fund (#280)</u>							
Restricted-Park Maintenance	-	50,000	(109,200)	-	59,200	-	-
<u>Housing Authority Fund (#285)</u>							
Restricted-Affordable Housing	9,820,439	636,000	(1,278,645)	-	-	-	9,177,794
Reserve - Continuing Appropriations (Carryovers)	2,593,800	-	(2,593,800)	-	-	-	-
Non-Spendable-Notes Receivable	1,018,000	-	-	-	-	-	1,018,000
Total Housing Authority Fund	13,432,239	636,000	(3,872,445)	-	-	-	10,195,794
<u>Expendable Deposits Fund (#801)</u>							
Restricted-Projects Funded by Developers	(22,899)	91,899	(69,000)	-	-	-	-
SPECIAL REVENUE FUNDS - TOTAL	\$ 19,499,870	\$ 26,316,335	\$ (16,112,518)	\$ -	\$ 116,715	\$ (15,886,442)	\$ 13,933,960
Capital Projects Funds							
<u>Capital Projects Fund (#305)</u>							
Assigned-Capital Projects	\$ 244,243	\$ -	\$ (115,000)	(16,984,656)	16,860,731	\$ -	\$ 5,318
<u>Park In Lieu Fees Fund (#310)</u>							
Restricted-Parks and Recreation	3,907,572	60,000	-	-	-	(978,794)	2,988,778
CAPITAL PROJECTS FUNDS - TOTAL	\$ 4,151,815	\$ 60,000	\$ (115,000)	\$ (16,984,656)	\$ 16,860,731	\$ (978,794)	\$ 2,994,096
GENERAL GOVERNMENTAL FUNDS - TOTAL	\$ 52,160,944	\$ 55,332,515	\$ (45,337,782)	\$ (16,988,541)	\$ 17,922,176	\$ (17,390,951)	\$ 45,698,361

City of Stanton
RESERVE BALANCES BY FUND
FISCAL YEAR 2022/23

	Beginning Balance 7/1/2022	Revenues FY 2022/23	Operating Expenditures FY 2022/23	CIP Expenditures FY 2022/23	Transfers In FY 2022/23	Transfers Out FY 2022/23	Projected Ending Balance 6/30/2023
ENTERPRISE FUNDS							
<u>Sewer Maintenance Fund (#501)</u>							
Unrestricted Net Position - Available	4,917,441	1,847,200	(1,308,655)	-	-	(531,225)	4,924,761
Reserve - Capital	1,000,000	-	-	-	-	-	1,000,000
Investment in Capital Assets	4,827,134	-	-	-	-	-	4,827,134
Total Sewer Maintenance Fund	10,744,575	1,847,200	(1,308,655)	-	-	(531,225)	10,751,895
<u>Sewer Capital Improvement Fund (#502)</u>							
Restricted-Sewer Capital Projects	2,844	92,500	-	-	-	-	95,344
Total Sewer Capital Improvement Fund	2,844	92,500	-	-	-	-	95,344
ENTERPRISE FUNDS - TOTAL	\$ 10,747,419	\$ 1,939,700	\$ (1,308,655)	\$ -	\$ -	\$ (531,225)	\$ 10,847,239
INTERNAL SERVICE FUNDS							
<u>Workers Compensation Fund (#602)</u>							
Unrestricted Net Position-Available	\$ 801,244	\$ 77,300	\$ (77,300)	\$ -	\$ -	\$ -	\$ 801,244
<u>Liability/Risk Management Fund (#603)</u>							
Unrestricted Net Position-Available	121,256	273,400	(305,500)	-	-	-	89,156
<u>Employee Benefits Fund (#604)</u>							
Unrestricted Net Position-Available	173,676	2,029,170	(2,029,170)	-	-	-	173,676
Net Pension Liability, Net of Deferred Amounts	(3,570,756)	-	-	-	-	-	(3,570,756)
Non-Spendable-Pension Stabilization	3,980,189	-	-	-	-	-	3,980,189
Total Employee Benefits Fund	583,109	2,029,170	(2,029,170)	-	-	-	583,109
<u>Fleet Maintenance Fund (#605)</u>							
Unrestricted Net Position - Available	297,730	190,064	(165,064)	-	-	-	322,730
Vehicle Replacement Reserve	100,000	-	(100,000)	-	-	-	-
Investment in Capital Assets	281,767	-	-	-	-	-	281,767
Total Fleet Maintenance Fund	679,497	190,064	(265,064)	-	-	-	604,497
INTERNAL SERVICE FUNDS - TOTAL	\$ 2,185,106	\$ 2,569,934	\$ (2,677,034)	\$ -	\$ -	\$ -	\$ 2,078,006
ALL FUNDS - TOTAL	\$ 65,093,469	\$ 59,842,149	\$ (49,323,471)	\$ (16,988,541)	\$ 17,922,176	\$ (17,922,176)	\$ 58,623,606

Quote 126825

Quote numbers must be referenced on Purchase Orders

Bill To:	Ship From:	Ship To:
ANAHEIM POLICE DEPARTMENT ATTN: Greg Snell 425 S Harbor Blvd Anaheim, CA 92805 US	Continental Computers / WLAN Mall 920 N. Nash St, Bldg B El Segundo, CA 90245 U.S.A.	ANAHEIM POLICE DEPARTMENT ATTN: Greg Snell 425 S Harbor Blvd Anaheim, CA 92805-3704 United States

Quote #	Proposed Project	Terms	Date	Days Valid
126825		NET 30	01/13/2023	

SKU	Description	Quantity	Unit Price	Subtotal
D2-BASE-T	D2 BASE ENCLOSURE WITH VANDAL TOUGH TINTED LENS	10	\$368.00	\$3,680.00
5715C002	Canon Network Camera VB-H47, Black	10	\$2,300.00	\$23,000.00
5771-05-1	Ripley 7 Pin Power Tap Continuous On, Pigtail, 5ft	10	\$75.89	\$758.90
RS-35-12	Switching Power Supplies 36W 12V 3A	10	\$25.24	\$252.40
BR-MPM1	EZ LOCK POLE MOUNT BRACKET	10	\$127.85	\$1,278.50
LBE-5AC-GEN2-US	Ubiquiti LiteBeam AC Gen2 LBE-5AC-Gen2 IEEE 802.11ac 450 Mbit/s Wireless Bridge - 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Pole-mountable RADIO	2	\$65.00	\$130.00
NBE-5AC-Gen2-US	Ubiquiti: 5GHz NanoBeam ac Gen2 CPE 19dBi US	15	\$97.50	\$1,462.50
MAX-BR1-MINI-LTE-US-T-PRM	MAX BR1 Mini LTE Single Cellular Cat 4 Router - PrimeCare	10	\$328.50	\$3,285.00
XPCODL	XPROTECT CORPORATE DEVICE LICENSE	10	\$276.00	\$2,760.00
YXPCODL	1 Year Care+ for XPCODL Device Channel License	10	\$50.40	\$504.00
MAINT3-XPCAM-D-NI	3 YR TECH SUPPORT PER XPROTECT	10	\$154.00	\$1,540.00

Comments:	Subtotal	\$38,651.30
	Shipping	\$0.00
	Tax	\$2,623.16
	Total	\$41,274.46

Buyer signature: _____

Date: _____



City Council Initiated Item 12D

***“DISCUSSION REGARDING THE
CREATION OF A SAFE ZONE FOR
VENDING”***

(This item does not contain a staff report)