



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, APRIL 11, 2023 - 6:30 P.M.

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: (892 5322 6118)** 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/89253226118?pwd=c3pZSXlsaEN3YTdYMmlMZ3ozQi96dz09>

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.StantonCA.gov.

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**
 - A. Presentation of proclamation declaring the month of April 2023 as Child Abuse Prevention Month in the City of Stanton.
 - B. Presentation by the Orange County Fire Authority regarding lithium-ion batteries.
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 March 9, 2023 – March 23, 2023, in the amount of \$1,723,018.54.

6C. APPROVAL OF MINUTES

1. City Council approve Minutes of Special Meeting – March 22, 2023; and
2. City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – March 28, 2023.

6D. FEBRUARY 2023 INVESTMENT REPORT

The Investment Report as of February 28, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of February 2023.

6E. FEBRUARY 2023 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of February 28, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of February 2023.

6F. FEBRUARY 2023 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 February 28, 2023, 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 February 28, 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. Receive and file the General Fund and Housing Authority Fund's February 2023 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended February 28, 2023.

6G. MUNICIPAL FACILITY LICENSE AGREEMENT WITH CROWN CASTLE FIBER LLC

Crown Castle, LLC is planning to remove a City owned streetlight on Beach Boulevard and install a new streetlight with a cellular antenna to be in compliance with the Federal Communication Commission (FCC) Declaration to support the deployment of 5G and other next-generation wireless services. Streetlights are owned, operated, and maintained by the City. This agreement establishes provisions regarding ownership of the equipment, maintenance, and responsibilities between the City and Crown Castle, LLC for the streetlight and equipment installed.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the Municipal Facility License Agreement with Crown Castle Fiber, LLC and authorize the City Manager to execute said Agreement.

**6H. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA
APPROVING SUBDIVISION PARCEL MAP NO. 2017-160**

The subdivision parcel map for the development of two (2) single-family residential dwelling units for condominium purposes for the property located at 10572 Lexington Street has been submitted by the developer for final certification and recordation.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332 (In-Fill Development); and
2. Adopt Resolution No. 2023-06 approving final Parcel Map No. 2017-160, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,
CALIFORNIA, APPROVING SUBDIVISION PARCEL MAP NO. 2017-160
FOR THE PROPERTY LOCATED AT 10572 LEXINGTON AVENUE”;**

and
3. Find that the recordation of Parcel Map No. 2017-160 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
5. Authorize the Mayor to execute the Subdivision Improvement Agreement for Parcel Map No. 2017-160; and
6. Direct the City Engineer to review and approve any further technical edits necessary to allow for County Surveyor approval and for recordation of the map with the County Recorder of Orange County, and if edits are necessary, to require a revised Parcel Map; and
7. Direct the City Clerk to endorse on the face of the map of the Parcel Map, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS None.

8. UNFINISHED BUSINESS

8A. APPROVAL OF ORDINANCE NO. 1131

This Ordinance was introduced at the regular City Council meeting of March 28, 2023.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1131, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 10.08.015 TO THE MUNICIPAL CODE TO ESTABLISH PARKING REQUIREMENTS BASED ON CURB MARKINGS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2), 15061(b)(3) AND 15378(b)(5)”; and

2. City Council adopt Ordinance No. 1131.

9. NEW BUSINESS

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.

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

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

14A. ORANGE COUNTY FIRE AUTHORITY

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

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 6th day of April, 2023.

s/ Patricia A. Vazquez, City Clerk/Secretary



CITY OF STANTON

PROCLAMATION

CHILD ABUSE PREVENTION MONTH

APRIL, 2023

WHEREAS, in Federal fiscal year 2021, 3.9 million reports were made to child protective services; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of the City of Stanton; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse; and

WHEREAS, protective factors are conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community- and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that create strong and thriving children and families; and

WHEREAS, we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

NOW, THEREFORE, LET IT BE RESOLVED, that I, David J. Shawver, Mayor of the City of Stanton do hereby declare the month of April, 2023 to be **CHILD ABUSE PREVENTION MONTH** throughout the City of Stanton, and in doing so encourage the citizens of this community to join with me to take part in creating change for the future in raising public awareness and education to prevent child maltreatment and build healthy, safe, strong, nurturing families and communities.

*IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND
AND CAUSED TO BE AFFIXED THE SEAL OF THE CITY OF
STANTON THIS 11TH DAY OF APRIL, 2023.*

DAVID J. SHAWVER, MAYOR

Item: 6B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

March 9-March 23, 2023

Electronic Transaction Nos.	2445-2473	\$	1,443,348.38
Check Nos.	136311-136364	\$	279,670.16

TOTAL	\$	1,723,018.54
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**Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.**

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

/s/ Hannah Shin-Heydorn
City Manager

/s/ Michelle Bannigan
Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: MBannigan
Printed: 3/28/2023 6:31 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2445	OCA2137	COUNTY OF ORANGE TREASURER- T.	03/10/2023	
	SH 64797	Sheriff Contract Services (Mobile Data Compute		334.83
	SH 64797	Sheriff Contract Services (Office Specialist Fron		8,852.50
	SH 64797	Sheriff Contract Services March - 2023		669,653.00
	SH 64797	.25% Early Payment Discount		-2,659.61
	SH 64797	Sheriff Contract Services (Mobile Data Compute		738.00
	SH 64797	Sheriff Contract Services (LIC COVID-19 ARP/		-40,970.53
	SH 64797	Sheriff Contract Services March - 2023		415,375.00
	SH 64797	Sheriff Contract Services (Crime Prevention Spe		9,860.83
Total for Check Number 2445:				1,061,184.02
2446	BOY14668	BOYS AND GIRLS CLUB OF BUENA PA	03/10/2023	
	TCP 311	Regional CBO - Focus Area #1 - Jan 2023		4,966.53
	YD411	Buena Park CBO - Focus Area #1 - Dec 2022		20,277.46
Total for Check Number 2446:				25,243.99
2447	BOY14655	BOYS & GIRLS CLUBS OF LA HABRA	03/10/2023	
	1 31 2023	La Habra CBO - Focus Area #1 - Jan 2023		3,071.74
	BIG 7 101 31 23	Regional CBO - Focus Area #1 - Jan 2023		2,349.47
Total for Check Number 2447:				5,421.21
2448	BES12575	BEST BEST & KRIEGER LLP	03/10/2023	
	955925	Regional CBO - Homelessness Study (Dec 2022		226.40
Total for Check Number 2448:				226.40
2449	ORA15061	ORANGE COUNTY CONSERVATION C	03/10/2023	
	11 - 01 23	Regional CBO - Focus Area #2,3 - Jan 2023		7,129.14
Total for Check Number 2449:				7,129.14
2450	BIG13189	BIG BROTHERS BIG SISTERS OF ORA	03/10/2023	
	13	Regional CBO - Focus Area #1 - Jan 2023		14,173.14
Total for Check Number 2450:				14,173.14
2451	CHR15117	THE CHRYSALIS CENTER	03/10/2023	
	NOC-PSC 8	Anaheim CBO - Focus Area #2,3 - Jan 2023		1,938.46
Total for Check Number 2451:				1,938.46
2452	OCU14659	OC UNITED TOGETHER	03/10/2023	
	NOC-PSC 5025	Regional CBO - Focus Area #3 - Jan 2023		5,465.00
	NOC-PSC 5026	Fullerton CBO - Focus Area #1 - Jan 2023		7,637.21
Total for Check Number 2452:				13,102.21
2453	DRU14671	DRUG USE IS LIFE ABUSE	03/10/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10	Yorba Linda CBO - Focus Area #1 - Dec 2022		24,442.00
	9	Yorba Linda CBO - Focus Area #1 - Nov 2022		24,442.00
Total for Check Number 2453:				48,884.00
2454	TIM14834 13 - Year 5	TIM SHAW & ASSOCIATES Regional CBO - Capacity Building - Feb 2023	03/10/2023	1,050.00
Total for Check Number 2454:				1,050.00
2455	BOY14651 NOC-PSC 13	BOYS & GIRLS CLUBS OF BREA-PLAC Breal CBO - Focus Area #1 - Jan-Feb 2023	03/10/2023	10,687.70
Total for Check Number 2455:				10,687.70
2456	HOP16467 2023-0002 2023-0003 2023-0004	HOPE CENTER OF ORANGE COUNTY North OC Regional Outreach & Engagement Ser North OC Regional Outreach & Engagment Svc North OC Regional Outreach & Engagment Svc	03/10/2023	13,199.32 17,804.40 28,564.32
Total for Check Number 2456:				59,568.04
2457	PUB15477 PPE 02/25/2023	PUBLIC AGENCY RISK SHARING AUT PARS - PPE 02/25/2023	03/10/2023	1,165.61
Total for Check Number 2457:				1,165.61
2458	REC16138 29262 29325 29343 29421 29423 29455 29497 29623 29660 29677 29705 29715 29715 29798 29863 29875 29876 29904 29926 29929 30003	RECTRAC REFUNDS Deposit Refund #29262 Benjamin Ceburon 03/0 Deposit Refund #29325 Jennifer Ho 03/04/2023 Deposit Refund #29343 Chung Pho 03/11/2023 Refund due to class cxl per department head // M Deposit Refund #29423 Claudia Buenrostro 03/C Deposit Refund #29455 for Giancarlos Correa 0 Refund due to class cxl per department head // D Deposit Refund #29623 Cheryl Linsangan 03/12 Deposit Refund #29660 Kathleen Bailor 03/05/2 Deposit Refund #29677 Anna Almquist 03/05/20 Deposit Refund #29705 Jennifer Dang 03/04/20 Deposit Refund #29715 Marie Fernandez 03/11/ Cancelled reservation due to weather #29715 Me Deposit Refund #29798 Rafael Valdez 03/12/202 Refund due to class cxl due to low enrollment // Refund due to class cxl per department head // S Deposit Refund #29876 Merced Torres 03/11/20 Refund due to parent requested to cancel class // Deposit Refund #29926 Elizabeth Phan 03/12/20 Refund due to class cxl due to low enrollment //J Deposit Refund #30003 Diaana Troung 03/12/20	03/13/2023	200.00 100.00 300.00 75.00 300.00 300.00 75.00 300.00 100.00 100.00 150.00 100.00 75.00 150.00 77.00 75.00 100.00 99.00 150.00 77.00 150.00
Total for Check Number 2458:				3,053.00
2459	SOC2734 03/06/23 03/06/23 03/06/23 03/06/23	SO CAL EDISON Electric Service-SCP - 03/06/23 Stanton District Light - 03/06/23 Electric Service-Medians - 03/06/23 Electric Service-Signals - 03/06/23	03/14/2023	3,582.32 6,343.57 244.35 1,119.57
Total for Check Number 2459:				11,289.81
2460	AFL187 42795	AFLAC-FLEX ONE March 23 Employee (Life ins & Disability ins)	03/15/2023	149.40

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	42795	March 23 Employee (Aflac)		132.46
			Total for Check Number 2460:	281.86
2461	REC16138	RECTRAC REFUNDS	03/16/2023	
	30064	Deposit Refund #30064 for Habib Abdulalim 04		400.00
	30064	Cancellation Fee #30064 for Habib Abdulalim 04		-35.00
			Total for Check Number 2461:	365.00
2462	HOP16467	HOPE CENTER OF ORANGE COUNTY	03/21/2023	
	2023-0005	NOC Regional Outreach & Engagement Svcs @		19,833.34
			Total for Check Number 2462:	19,833.34
2463	USB3019	US BANK	03/21/2023	
	Ace Hardware	Asphalt patch		978.39
	Affordable Ligh	Light pole		1,818.00
	Amazon	Label Maker Paper		16.15
	Amazon	PS Supplies/Carpet Chair Mat		43.08
	Amazon	Spray Adhesive for SCP office cabinets		204.36
	Amazon	Senior Recreation: Mahjong		86.19
	Amazon	Office Chair/HOCs		218.42
	Amazon	Car wash soap and brushes for John Deere Gator		37.66
	Amazon	Senior Recreation: Playing Cards		26.93
	Amazon	Jan KNO decor		34.77
	Amazon	REFUND - Some supplies for story board		-55.10
	Amazon	Foam stickers for OST crafts		14.00
	Amazon	PC Office Supplies/Shredder		203.35
	Amazon	Senior Recreation: Karaoke CDs		45.10
	Amazon	Parts for SCP office cabinets		167.48
	Amazon	Senior Recreation: Bridge		43.09
	Amazon	Supplies for story boards & table cloth		55.10
	Amazon	Supplies for storyboards & Table Cloth		98.08
	Amazon	Stand-up desk - M.Bannigan		206.61
	Amazon	Jan. KNO backdrop		19.56
	Amazon	Valentines bingo and stickers for Kids Night Out		17.62
	Amazon.com	Computer Hardware/Mini Towers/PCs/Video Co		2,465.05
	Amazon.com	Computer Hardware/Video Conferencing Monit		410.18
	Amazon.com	Computer Hardware/Power Supply		184.86
	Amazon.com	Small Electronic Accessories/Network Cable Ad		141.00
	Amazon.com	Computer Hardware/Security Equipment/Camer		451.31
	Amazon.com	Computer Hardware/Wireless Keyboards		246.80
	Amazon.com	Electronic Accessories/(10) PC Speakers		182.50
	Amazon.com	Computer Hardware/Mini Towers/PCs/Video Co		1,925.52
	Amazon.com	Office Supplies/Public Safety		33.22
	Amazon.com	Small Electronic Accessories/Charging Cables		60.87
	Amazon.com	Computer Hardware/Network Switch		107.33
	Amazon.com	Office Supplies/Adjustable Height Desk for IT S		168.55
	Amazon.com	Computer Network Wireless Access/Keyless Ent		868.91
	Amazon.com	Computer Hardware/Network Switches		1,402.88
	Amazon.com	Office Supplies/Monitor Mounts/Printer Stand/B		1,386.16
	Amazon.com	Office Supplies/Printer Stand		64.10
	Amazon.com	Computer Hardware/(10) Mini PC Windows Pro		978.60
	Amazon.com	Computer Hardware/Computer/Mini PCs		425.20
	Amazon.com	Breakroom Supplies		50.56
	Amazon.com	Computer Hardware/Long-Range Access Point/E		488.08
	Amazon.com	Office Supplies/City Clerk		49.20
	Amazon.com	Office Furniture/HR		413.24
	Amazon.com	Computer Hardware/Computer/(4)Mini PCs		2,661.80

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Amazon.com	Small Electronic Accessories/Phone Case/Screen		43.19
	Amazon.com	Small Electronic Accessories/Memory Cards/Re		147.80
	Amazon.com	Computer Hardware/Security Equipment/Camer		1,358.29
	Amazon.com	Computer Hardware/Security Equipment/Corp Y		342.78
	Arco	Fuel		57.65
	ARCO AM/PM	OCSD Motor Office/Motorcycle Gas		19.54
	ARCO AM/PM	OCSD Motor Office/Motorcycle Gas		17.68
	ARCO AM/PM	OCSD Motor Office/Motorcycle Gas		25.03
	Art Supply Ware	Supplies/OCSD Sub-station Mural		213.93
	Assoc of CA Cit	ACC-OC Mass Shooting Preparedness Forum/C		44.00
	Assoc of CA Cit	ACC-OC Mass Shooting Preparedness Forum/Fi		21.00
	Atlantic Pacifi	Restock/Credit Card Terminal Roll Tape		97.54
	Awards.com	Service Award/Vazquez		94.49
	Best Buy	Supplies/OCSD/Security Cameras		292.73
	BSN Sports	(5)Basketballs, (4)Tennis nets, (2)Home plates, (898.48
	Bubba Gump Shri	New Council Member Conf/M meal/CM		32.36
	Bubba Gump Shri	New Council Member Conf/M meal/Council		37.84
	Cal Panel	Formica fo SCP office cabinets		624.16
	Canva	Monthly Subscription		12.99
	Certifix Live S	Jan-2023/Fingerprint Rolling Fees		149.00
	Chevron	OCSD Motor Office/Motorcycle Gas		30.64
	Chevron	OCSD Motor Office/Motorcycle Gas		23.57
	Chevron	OCSD Motor Office/Motorcycle Gas		24.49
	Chevron	OCSD Motor Office/Motorcycle Gas		28.26
	Chevron	OCSD Motor Office/Motorcycle Gas		25.66
	Chevron	OCSD Motor Office/Motorcycle Gas		24.35
	Coast Community	Training Course/L.Ramos		106.00
	Command Link	Internet Converage for City/FEB-2023		3,616.69
	Constant Contac	City Manager's Newsletter Subscription		35.00
	Cortinas Italia	Feb FNO Cortina's dinner		400.00
	Costco	Feb FNO pizza (2) pep (2) cheese		42.88
	Costco Wholesal	Emergency Care & Reception Site/Refreshments		145.24
	CPRS District10	Winter 2023 Rec Leader Training Consortium fo		50.00
	CSMFO	CSMFO January Meeting (Sanchez/Rodriguez)		120.00
	Deluxe	Restock Accounts Payable Checks		1,520.12
	Digital Space	FEB-2023/City Website Hosting Service		22.00
	Dollar Tree	Table covers and muffin cups for Kids Night Out		13.69
	Dollar Tree	Office Supplies/OCSD		2.69
	Ewing	Supplies to fix SCP shelter		188.12
	Expedia	Emergency Assistance: Motel Stay Client A.H.		464.64
	Expedia.com	Emergency Hotel Assistance		259.62
	Facebook/Meta	Social Media Marketing: Womens Day		29.96
	Fed-Ex	packing supplies (to be reimbursed by CSMFO)		4.34
	Food 4 Less	EA - (1) \$250 GC for Jimenez Family		250.00
	Food 4 Less	EA - (1) \$250 GC for Gomez Family		250.00
	G&M Oil	Fuel		131.10
	Glasby	Soap for SCp & Dotson Park		296.32
	Google Appsheet	Work Order Program Usage Fee 2/5/23 - 3/5/23		450.00
	Harbor Freight	Pallet jack		490.98
	Hilton LA Unive	New Council Member Conf/Hotel/CM		377.93
	Hilton LA Unive	Hotel Parking/New Council Member Conf/Coun		115.50
	Hirsch Pipe	Parts for park repairs		30.43
	HolidayGoo	4000 Candy filled eggs, 1000 toy filled eggs		682.41
	Home Depot	Parts for park repairs		105.16
	Home Depot	Office Supplies/Public Safety		17.57
	Home Depot	Supplies to repair FRC		61.77
	Home Depot	Light bulbs for City Hall		30.41
	Home Depot	Pothole repair		157.57
	Home Depot	Supplies for repair to Sheriff Station		41.41

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Home Depot	graffiti supplies		125.04
	Home Depot	Cleaning Supplies/Public Safety		79.50
	Home Depot	Supplies to make City repairs		220.89
	Home Depot	Parts for facility repairs		34.77
	Home Depot	Supplies to make repairs to Dotson Park		108.16
	Home Depot	Parts for facility repairs		207.42
	Home Depot	Supplies/Locks for OCSD Sub-station		62.60
	Hot Wax Distrib	Disinfecting Supplies/Public Safety		23.11
	Hyatt Regency	REFUND/NOC Public Safety Task Force Meetir		-34.86
	Irrawaddy Taste	Lunch Mtg/Magnolia School Dist/Superintenden		83.39
	League of CA Ci	2023 Public Works Officers Institute		625.00
	Leobardos Baker	Bread for Cafecito Time group		13.25
	Los Alamitos Or	Repairs to fence at Norm Ross		504.27
	Lyft	CSMFO Conference-transportation (Bannigan)		22.30
	Lyft	CSMFO Conference-transportation (Bannigan)		36.40
	Lyft	CSMFO Conference-transportation (Bannigan)		23.59
	McDonalds	Breakfast for Red Cross training		90.61
	Motel 6	EA - Motel stay for Hunter Family		453.71
	OCTA Store	Bus Passes		900.00
	Orange Coast Pl	Repairs to Sheriff sewer lines		1,795.00
	Orange Coast Pl	Repairs to Sheriff sewer lines		1,795.00
	Pauls Place	Refreshments/OCSD Work Program		34.46
	Pizza DAMore	Emergency Care & Reception Site/Refreshment		182.40
	Positive Promot	Resource Items for Blue Ribbon Event at Easter		127.19
	Premier Chevrol	Repairs to PW inspectors truck		195.00
	Raising Canes	Jan KNO food		137.05
	Reservation Cou	Service cancellation fee charge for client hotel st		15.99
	Ross	EA - (1) \$250 GC for Jimenez Family		250.00
	Ross	EA - (1) \$250 GC for Gomez Family		250.00
	Ross	EA - (1) \$250 GC for Castro Family		250.00
	Safeguard by So	Misc. Supplies/1099/W-2 Form/2022		93.46
	Sams Club	Valentines day cupcakes for OST		15.98
	Sheraton	CSMFO Conference-Hotel (Bannigan)		491.14
	Shuotiankej	3-year Subscription/UPS Monitoring		95.99
	Smart & Final	Jan. KNO snacks and tablecloth		45.16
	Smart & Final	Feb FNO utensils and snacks		73.51
	Southwest	CSMFO Conference-Transportation (Bannigan)		286.98
	Southwest	Airfare/PSTF Meeting/Sacramento/3/8/23/S.Kan		167.96
	Southwest	Airfare/PSTF Meeting/Sacramento/3/8/23/R.Dur		167.96
	Spotify	Monthly Spotify subscription		9.99
	Staples	Credit Memo for Office Supplies		-85.70
	Staples	Misc Office Supplies		15.43
	Staples	Misc Office Supplies/Finance		650.49
	Staples	Copy paper for Center		48.38
	Stater Bros	Emergency Meal Assistance-Gift Cards		90.00
	Stater Bros	Emergency Meal Assistance		1.63
	Tacos El Jefe	City Council Closed Session Expense		103.27
	Target	EA - (1) \$250 GC for AP Family		250.00
	Target	Snacks and candy for all hands training		57.74
	Target	2 gift cards (2 x \$25) for CEAC participants whc		50.00
	Target	Supplies for Homeless Outreach		89.01
	Target	Pantry can openers		32.43
	Target	Car seat and 2 year warranty		230.71
	Target	EA - (1) \$50 GC for Hunter Family		50.00
	Total Power Sol	Repairs to City Yard Generator		2,490.81
	Total Power Sol	Repairs to City Yard Generator		1,740.00
	Trader Joes	EA - (1) \$250 GC for AP Family		250.00
	Travel Inn Mote	Emergency Hotel Assistance		225.00
	Uline	Trash bags for yard		965.79

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Walgreens	Batteries for Center (2 of 2)	16.30
		Walgreens	Bread for Cafecito Time (1 of 2)	14.97
		Walmart	EA - (1) \$200 GC for Valles Family	200.00
		Walmart	EA - (1) \$250 GC for Castro Family	250.00
		Walmart	Supplies for Kids Night Out	30.51
		Walmart	EA - (1) \$200 GC for Valles Family	200.00
		Walmart	EA - (1) \$500 GC for Vasquez Family	500.00
		Walmart	EA - (1) \$100 GC for Valles Family	100.00
		Wasabi at Cityw	New Council Member Conf/M meal/CM	46.52
		Wasabi at Cityw	New Council Member Conf/M meal/Council	48.70
		When to Work	12 month subscription for When2Work	220.00
Total for Check Number 2463:				53,583.12
2464	BEN15755	BENEFIT COORDINATORS CORPORAT	03/21/2023	
	B08530	March Delta Dental - City Share		1,835.34
	B08530	March Delta Dental - Employee Share		279.12
Total for Check Number 2464:				2,114.46
2465	INT1569	INTERNAL REVENUE SERVICE	03/21/2023	
	3/20/2023	(ME) Medicare - City Share		2,470.43
	3/20/2023	(FD) Federal Tax Withholding		18,329.42
	3/20/2023	(MC) Medicare - Employee Share		2,470.43
Total for Check Number 2465:				23,270.28
2466	SOC2734	SO CAL EDISON	03/21/2023	
	03/13/23	Electric Service - Signals		56.84
	03/13/23	Electric Service - Parks		529.46
	03/13/23	Electric Service - Building		2,276.27
Total for Check Number 2466:				2,862.57
2467	GOL1321	GOLDEN STATE WATER COMPANY	03/21/2023	
	February 27	Water Services Park - Jan 06-Feb 8		951.58
Total for Check Number 2467:				951.58
2468	MIS16496	MISSIONSQUARE	03/21/2023	
	PPE 03/11/2023	PPE 03/11/2023 - #302393		3,365.00
Total for Check Number 2468:				3,365.00
2469	EDD1067	EDD	03/21/2023	
	3/20/2023	State Tax Withholding		6,886.93
	3/20/2023	State Unemployment		409.08
Total for Check Number 2469:				7,296.01
2470	CAS683	CA ST PERS-HEALTH BENEFIT	03/22/2023	
	Apr-23	April 23 Health Ins - Employee		126.91
	Apr-23	April 23 Health Ins - City Share		38,457.86
	Apr-23	April 23 Retiree Insurance		3,225.00
	Apr-23	April 23 Adm Services Halth Ins		27.37
Total for Check Number 2470:				41,837.14
2471	CAS680	CA ST PERS 103	03/22/2023	
	PPE 03/11/23	PERS - Employee New T3		5,378.85
	PPE 03/11/23	PERS - City's Share New T3		5,952.61
	PPE 03/11/23	PERS - Survivor (Employee) T1		7.44

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	PPE 03/11/23	PERS - Survivor Classic T2		7.44
	PPE 03/11/23	PERS - City's Share Classic T2		4,234.68
	PPE 03/11/23	PERS - City's Share T1		2,638.04
	PPE 03/11/23	PERS - Employee Classic T2		3,434.86
	PPE 03/11/23	PERS - Employee's Share T1		1,698.85
	PPE 03/11/23	PERS - Survivor New T3		27.90
Total for Check Number 2471:				23,380.67
2472	SOC2734 March 01	SO CAL EDISON Jan 31 - Feb 28 Electric Services Housing Autho	03/22/2023	15.10
Total for Check Number 2472:				15.10
2473	GOL1321 March 01	GOLDEN STATE WATER COMPANY Jan 04 - Jan 31 Water Services Median	03/23/2023	75.52
Total for Check Number 2473:				75.52
136311	ALL228 83804	ALL CITY MANAGEMENT SVCS, INC. School crossing guard services - 2/19/23-3/4/23	03/23/2023	2,274.48
Total for Check Number 136311:				2,274.48
136312	ALM16585 ST345326	Alma E. Medina Citation Dismissed Refund #ST345326 Alma E.	03/23/2023	41.00
Total for Check Number 136312:				41.00
136313	ATT377 3/8/2023 3/8/2023 3/8/2023	AT&T Cerritos/ Magnolia - Feb Cerritos/ Knott - Feb Cerritos/ Dale - Feb	03/23/2023	24.49 24.49 24.49
Total for Check Number 136313:				73.47
136314	BEA14942 18285 18286	BEAR ELECTRICAL SOLUTIONS, INC Response Service - Feb Maintenance Service - Feb	03/23/2023	5,799.00 1,045.00
Total for Check Number 136314:				6,844.00
136315	BUC16516 384-01.03	BUCKNAM INFRASTRUCTURE GROU Pavement Management Plan Update	03/23/2023	6,250.56
Total for Check Number 136315:				6,250.56
136316	C3O13388 INV158335 INV158335	C3 TECHNOLOGY SERVICES Sharp copiers/ maintenance 2/9/23 - 3/8/23 Sharp copiers/ all facilities/ rental equipment 3/9	03/23/2023	1,284.37 1,679.00
Total for Check Number 136316:				2,963.37
136317	CAS662 641631	CA ST DEPT OF JUSTICE FEB 2023/ Fingerprints	03/23/2023	98.00
Total for Check Number 136317:				98.00
136318	CAS16588 29554	BRENDA CASTANEDA Deposit Refund #29554 for Brenda Castaneda 03	03/23/2023	150.00
Total for Check Number 136318:				150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
136319	WES11851	CITY OF WESTMINSTER	03/23/2023	
	5322	Animal Control Agmt First Qtr (Nov 2022 - Jan 23)		51,051.27
	5323	Animal Control Agmt Second Qtr (Feb - April 23)		51,051.27
Total for Check Number 136319:				102,102.54
136320	COL15604	COLANTUONO, HIGHSMITH & WHATI	03/23/2023	
	55328	UUT Litigation thru 02-28-23		176.31
Total for Check Number 136320:				176.31
136321	FIR1181	CORELOGIC SOLUTIONS, LLC	03/23/2023	
	82164755	FEB-2023/ Geographic Package - Realquest		315.00
Total for Check Number 136321:				315.00
136322	COR14961	CORNERSTONE COMMUNICATIONS	03/23/2023	
	14925	Regional CBO - Public Relations Services (Feb 22 - Feb 23)		10,000.00
Total for Check Number 136322:				10,000.00
136323	COX16586	SIAMLU COX	03/23/2023	
	2/3/2023	Travel Expense refund for CSMFO Annual Conf		748.17
Total for Check Number 136323:				748.17
136324	CSU14679	CSU FULLERTON ASC	03/23/2023	
	AR172786	Regional CBO - Project Evaluation (Jan 2023)		8,516.75
	AR172787	Regional CBO - Resource Map (Jan 2023)		3,570.25
	AR172844	Regional CBO - Focus Area #1, 2 - Jan-Feb 2023		3,182.16
Total for Check Number 136324:				15,269.16
136325	CYP925	CYPRESS ENGRAVING	03/23/2023	
	72733	Nameplate: DeWayne A. Normand		25.83
Total for Check Number 136325:				25.83
136326	FER14172	FERNWOOD MOBILE HOME PARK	03/23/2023	
	42	Lease agreement for property along Stanton Cer		2,575.00
Total for Check Number 136326:				2,575.00
136327	FRA12638	FRANCHISE TAX BOARD	03/23/2023	
	PPE 3/11/2023	Wage Garnishment PPE 3/11/2023		570.33
Total for Check Number 136327:				570.33
136328	FRO13927	FRONTIER	03/23/2023	
	3/13/23	City Hall fram relay port - Mar		71.08
Total for Check Number 136328:				71.08
136329	GAL1259	GALLS LLC	03/23/2023	
	023633475	Public safety clothing: 02/21/2023 - (1) tactical		75.41
	023658467	Public safety clothing: 02/23/2023 - (1) tactical		527.90
Total for Check Number 136329:				603.31
136330	GOL16311	GOLDENWEST LAWNMOWERS	03/23/2023	
	241326	2 pitch forks		90.78
	242617	New chain loop for chainsaw		29.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136330:				120.13
136331	GON16582 29363	LEOBARDA GONZALEZ Partial Refund due to 5/20 class cancellation/ Le	03/23/2023	18.75
Total for Check Number 136331:				18.75
136332	GRE1360 121736 121736 121758 121758	GREAT SCOTT TREE SERVICE, INC Tree Trimming FY 2022/23 (10%) - Dec Tree Trimming FY 2022/23 (90%) - Dec Tree Trimming FY 2022/23 (10%) - Feb Tree Trimming FY 2022/23 (90%) - Feb	03/23/2023	936.36 8,427.24 587.52 5,287.68
Total for Check Number 136332:				15,238.80
136333	HAR1416 23-0145	HARTZOG & CRABILL INC On-Call Traffic Operation Services for Feb	03/23/2023	2,169.22
Total for Check Number 136333:				2,169.22
136334	HIL1466 82320	HILL'S BROS LOCK & SAFE INC 12 duplicare keys for City Hall	03/23/2023	68.25
Total for Check Number 136334:				68.25
136335	HOM1491 5531824	HOME DEPOT CREDIT SERVICES Parts for City Hall cameras	03/23/2023	18.93
Total for Check Number 136335:				18.93
136336	INF1555 20230200014	IRC, INC Background checks form 2/1/23 - 3/1/23	03/23/2023	197.64
Total for Check Number 136336:				197.64
136337	HUN12150 STA1FOG12301 STA1MS412301	JOHN L. HUNTER & ASSOCIATES, INC FOG - Jan 23 NPDES - Jan 23	03/23/2023	632.50 4,051.25
Total for Check Number 136337:				4,683.75
136338	KDM16406 7365	KDM MERIDIAN Plan check for 22-CSP-01 LLA 23-01	03/23/2023	2,805.00
Total for Check Number 136338:				2,805.00
136339	LEA11929 INV-02478	LEAGUE OF CALIFORNIA CITIES 2023 Local street and roads needs assessment	03/23/2023	500.00
Total for Check Number 136339:				500.00
136340	LIF16289 28980 29923	LIFE CHRISTIAN CHURCH OF ORANG Deposit Refund #28980 Life Christian Church O Deposit Refund #29923 Life Christian Church O	03/23/2023	400.00 200.00
Total for Check Number 136340:				600.00
136341	LUN16267 25501	MAYRA LUNA #25501 Park Shelter Rental Deposit 2/26/22 May	03/23/2023	50.00
Total for Check Number 136341:				50.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
136342	NAT2050 33077	NATIONWIDE ENVIRONMENTAL SVC; Sweeper Services for Mar 2023	03/23/2023	12,052.31
Total for Check Number 136342:				12,052.31
136343	ONW16569 6807 6807	ONWARD ENGINEERING Inspection Service for Permit 23-11 (11462 Beac Inspection Service for Permit 23-04 (7369 Katell	03/23/2023	960.00 600.00
Total for Check Number 136343:				1,560.00
136344	PHA12971 52652	PARS Jan 2023/ PARS/ Administrator Services	03/23/2023	487.59
Total for Check Number 136344:				487.59
136345	QUA2413 GC0010139	QUALITY CODE PUBLISHING Supplement Svcs. No. 26/ Muni. Code	03/23/2023	2,856.00
Total for Check Number 136345:				2,856.00
136346	QUA15782 2023-03 2023-03-PR	QUALITY MANAGEMENT GROUP, INC Property management svcs for Tina Pacific Deve CM & Maintenance Salaries for Tina Pacific Dev	03/23/2023	6,250.00 8,016.66
Total for Check Number 136346:				14,266.66
136347	RAD15570 2030	RADAR ENVIRONMENTAL Disposal of HHW at the City Yard	03/23/2023	4,996.00
Total for Check Number 136347:				4,996.00
136348	RES2489 3538576 3541157 3544412 3544416 3545873 3545874	RESOURCE BUILDING MATERIALS Supplies for Sandbags Gravel for drainage repair at FRC Soil for FRC opening event Potholes repair Granite to fill in horse shoe pit Granite to fill in horse shoe pit	03/23/2023	262.30 538.20 117.78 250.13 437.72 131.32
Total for Check Number 136348:				1,737.45
136349	RJM2515 35569	RJM DESIGN GROUP INC Design for Premier Park Renovation Project	03/23/2023	14,695.20
Total for Check Number 136349:				14,695.20
136350	SCS13184 235382	S.C. SIGNS & SUPPLIES LLC New street name signs and street sweeper signs	03/23/2023	2,320.73
Total for Check Number 136350:				2,320.73
136351	SMA14803 25148	SMARTCOVER SYSTEM SmartCover level monitor renewal	03/23/2023	1,092.00
Total for Check Number 136351:				1,092.00
136352	SOC12606 618859 618860 619784 619785	SO CAL INDUSTRIES Fence Rental for 10652 Bell Street - Mar Fence Rental for Magnolia Ave./Tina Way - Mar Fence Rental for 8970 Pacific - Mar Fence Rental for 8870 Pacific - Mar	03/23/2023	59.11 603.27 231.21 208.58

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136352:				1,102.17
136353	SOC2731 7701180512	SOUTHERN CALIFORNIA EDISON Permit Fees for TEP Contract 9000000008295	03/23/2023	500.00
Total for Check Number 136353:				500.00
136354	WAT13601 29013	SOUTHLAND AUTOMOTIVE WORKS Repair flat tire	03/23/2023	50.00
Total for Check Number 136354:				50.00
136355	SPE14381 12363030123	SPECTRUM Cable Services / MAR-2023	03/23/2023	102.34
Total for Check Number 136355:				102.34
136356	SPE15087 36785 36785	SPECTRUM SPECIALTIES & AWARDS Public safety clothing/shoes Supplies/ Car magnets	03/23/2023	2,376.96 70.04
Total for Check Number 136356:				2,447.00
136357	STA12282 6003232061 6003232061 6003232061	STANLEY CONVERGENT SECURITY S Maintenance/monitoring Intrusion System for SC Maintenance/monitoring Fire System - City Yard Maintenance/monitoring Fire & Security System	03/23/2023	446.31 596.49 1,186.93
Total for Check Number 136357:				2,229.73
136358	STA2817 1647286866 1647286866 1647286866 1647286866 1647286866 1647286866 1647286866 1647286866 1647286866	STAPLES BUSINESS CREDIT Office Supplies/ Parks & Rec Council Supplies/ Coffee Supplies Supplies/ Sr Citizen Program Restock Copy Paper/ Non- Dept Supplies Office Supplies/ HR Office Supplies/ Engineering Office Furniture / HR Office Supplies/ ComDev Supplies/ Building Maintenance	03/23/2023	220.74 81.22 44.78 687.41 112.03 126.88 272.75 38.11 659.68
Total for Check Number 136358:				2,243.60
136359	TAY16587 29736	JAISON TAYLOR Deposit Refund #29736 Jaison Taylor 03/05/202	03/23/2023	100.00
Total for Check Number 136359:				100.00
136360	THO13835 44847919 45128864	THOMSON INC Repair Daikin VRV System at City Yard Inspect Unit 8 at City Hall	03/23/2023	1,089.00 135.00
Total for Check Number 136360:				1,224.00
136361	TOW14437 19638	TOWNSEND PUBLIC AFFAIRS, INC MAR-2023/ Public Advocacy and Grant Funding	03/23/2023	4,000.00
Total for Check Number 136361:				4,000.00
136362	VEL16589 29478	ROSA VELAZQUEZ Refund for #29478 Rosa Vazquez/ Class cxl per	03/23/2023	75.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 136362:				75.00
136363	VEN13764	VENCO WESTERN INC	03/23/2023	
	0156592-IN	Building landscape maintenance - Mar		1,446.90
	0156592-IN	Streets, medians parkways maintenance - Mar		3,991.00
	0156592-IN	Media landscape maintenance - Mar		7,911.90
	0156592-IN	City owned properties - Mar		4,592.00
	0156592-IN	Street landscape maintenance - Mar		2,046.20
	0156592-IN	Park landscape maintenance - Mar		4,875.00
	2502843-IN	Repair three backflows		4,857.00
Total for Check Number 136363:				29,720.00
136364	VIS3077	VISTA PAINT CORP	03/23/2023	
	2023-920826-00	28 units of Graffiti Block Spice beige paint		2,002.70
	2023-921857-00	Paint supplies		187.60
Total for Check Number 136364:				2,190.30
Report Total (83 checks):				1,723,018.54

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Click here to return to the agenda.

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON
SPECIAL MEETING MARCH 22, 2023

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 3:10 p.m. by Mayor Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Mayor Shawver.

4. **ROLL CALL**

Present: Council Member Taylor, Council Member Torres, and Mayor Shawver.

Absent: None.

Excused: Council Member Warren and Mayor Pro Tem Van.

SPECIAL ORDERS OF THE DAY

5. **NEW BUSINESS**

5A. **DISCUSSION REGARDING COMMUNITY AND RESIDENT COMMENTS**

- Welcome and introduction
- Staff presentations on new and/or existing projects and/or programs within the City
- Questions from residents and attendees
- Final and closing comments from the City Council and Staff

Presentations and discussions by the City Council, staff, and residents regarding the City, City projects and programs, and addressing resident comments.

6. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 4:30 p.m.

MAYOR

ATTEST:

CITY CLERK

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MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING MARCH 28, 2023

- 1. CLOSED SESSION** None.

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

The City Council / Successor Agency / Housing Authority meeting was called to order at 6:30 p.m. by Mayor Shawver.

- 3. PLEDGE OF ALLEGIANCE**

Led by Ms. Nena de la Torre.

- 4. ROLL CALL**

Present: Council/Agency/Authority Member Taylor, Council/Agency/Authority Member Torres, Council/Agency/Authority Member Warren, and Mayor/Chairman Shawver.

Absent: Mayor Pro Tem/Vice Chairperson Van.

Excused: None.

- 5. SPECIAL PRESENTATIONS AND AWARDS**

- A.** Special presentation of awards to honor and recognize Stanton's Women of Distinction 2023.

Introduction of Stanton's Women of Distinction Committee Members:

- Council Member Carol Warren
- Mayor Pro Tem Hong Alyce Van
- Ms. Jenny Shawver
- Ms. Jhovana Ramirez
- Ms. Pamela Schoonover.

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The Committee Members introduced, recognized, and honored the City of Stanton's Women of Distinction 2023:

- Dr. Korinne Kavanagh
- Ms. Kara Miles
- Ms. Karen Oliver
- Ms. Ashlyn Shoup
- Ms. Nina de la Torre
- Ms. Beatriz Rodriguez
- Ms. Erika Juarez Cruz
- Ms. Jenny Salcedo
- Ms. Erin Runnion
- Ms. Juanis Garcia
- Ms. Lee Wilkins
- Ms. Lorena Flores
- Ms. Mavis Ethans
- Ms. Sarah Neal-Brandt
- Ms. Sharon Chandler
- Ms. Sophia Manuel
- Ms. Tina Thomas

B. Mayor Shawver and Members of the City Council declared the City's support of the Iranian-American community via proclamation, which was accepted by Ms. Nena de la Torre and her family.

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

6. CONSENT CALENDAR

Motion/Second: Taylor/Van

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

Motion unanimously carried:

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CONSENT CALENDAR

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

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated February 24, 2023 – March 9, 2023, in the amount of \$1,567,453.80.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Joint Regular Meeting – March 14, 2023.

6D. SECOND AMENDMENT TO AGREEMENT FOR FAMILY RESOURCE CENTER SERVICES WITH BOYS & GIRLS CLUB OF GARDEN GROVE

The attached Second Amendment to the Agreement for Family Resource Center Services would extend the term of the agreement for counseling services at the Family Resource Center (FRC) with the Boys & Girls Club of Garden Grove through June 30, 2025.

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 Boys & Girls Club of Garden Grove; and
3. Authorized the City Manager to bind the City of Stanton and the Boys & Girls Club of Garden Grove in an amended agreement to provide counseling services.

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6E. CITY SPONSORSHIP REQUEST – STANTON COMMUNITY FOUNDATION 20TH ANNUAL CAR SHOW

Per the City's Sponsorship Program, the Stanton Community Foundation is requesting co-sponsorship of the 20th Annual Car Show. The sponsorship request is for in-kind consideration valued at \$300. At its meeting on August 23, 2022, the City Council directed staff to bring all sponsorship requests to the Council for consideration until further notice.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Determined the status of the Stanton Community Foundation's sponsorship request for a total in-kind value of \$300.

6F. AWARD OF CONTRACT TO ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

Following a Request for Proposals in 2019 soliciting proposals to provide professional cross guard services for three (3) locations at nearby schools, All City Management Services, Inc. (ACMS) was awarded a one (1) year contract at the March 23, 2021, City Council meeting. The contract term expired as of June 30, 2022. Following discussion, City staff and ACMS were able to come to an agreement for a new three (3) year contract. To ensure a safe community, City staff recommends entering into an agreement with All City Management Services, Inc. to continue to provide professional crossing guard services.

1. The City Council declared this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a "project" as defined by Section 15378 of the CEQA guidelines; and
2. Awarded a contract to All City Management Services, Inc. to provide professional crossing guard services for a 3-year maximum contract amount of \$137,000, excluding CPI adjustments as provided for in the draft Professional Services Agreement; and
3. Authorized the City Manager to, with concurrence of the City Attorney, to make minor modifications to the Professional Services Agreement and to bind the City of Stanton; and
4. Authorized the City Manager to approve contract change orders and contract amendments with All City Management Services, Inc., as needed and determined by City staff, for any contingencies up to \$13,700 (10% of contract amount).

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6G. ACCEPTANCE OF THE FISCAL YEAR (FY) 2021-22 CITYWIDE STREET RESURFACING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The FY 2021-22 Citywide Street Resurfacing Project consisting of roadway grading and earthwork, curb and gutter, asphalt pavement, slurry seal, signing and striping, and all appurtenant work of the arterial highways throughout the City of Stanton is now complete. The final construction cost for the project was \$2,015,848.59. The City Engineer certifies that the work was satisfactorily completed as of February 15, 2023 and recommends that the City Council accept the completed work performed on this project.

1. The City Council declared that project categorically exempt under the California Environmental Quality Act (CEQA), Class 1, Section 15301c; and
2. Approved the final construction contract amount of \$2,015,848.59 with All American Asphalt, Inc.; and
3. Directed the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Clerk-Recorder of the County of Orange; and
4. Directed City staff after thirty-five (35) days has elapsed from the filing of the "Notice of Completion" with the County Clerk-Recorder to make the retention payment to All American Asphalt, Inc. in the amount of \$100,793.00.

6H. AUTHORIZING ADJUSTMENTS TO SCOPE OF SERVICES FOR TELECOMMUNICATIONS PROFESSIONAL SERVICES AGREEMENT WITH TPX COMMUNICATIONS

At its meeting of October 11, 2022, Council approved a professional services agreement with TPx Communications (TPx) to provide telecommunications services. TPx Communications provides flexible scaling of their cloud voice phone system to accommodate changes in the number of phone users. Staff is requesting authorization to make minor adjustments to the scope of services to meet the operational needs of the City.

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. Authorized the City Manager to make service quantity changes in the TPx Telecommunications Service Agreement, provided that the cumulative resulting change in cost does not exceed the City Manager's signing authority.

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6I. MEETING DATES – AMENDED FOR THE STANTON CITY COUNCIL, STANTON PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION, STANTON PLANNING COMMISSION, AND STANTON PUBLIC SAFETY COMMITTEE

City Council review the attached amended 2023 meeting dates for the Stanton City Council, Stanton Parks, Recreation and Community Services Commission, Stanton Planning Commission, and Stanton Public Safety Committee.

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 Stanton City Council, Stanton Parks, Recreation and Community Services Commission, Stanton Planning Commission, and Stanton Public Safety Committee amended meeting dates for the year 2023.

END OF CONSENT CALENDAR

Mayor Shawver requested a motion to reconsider Consent Calendar Item 6F.

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

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

Motion unanimously carried:

The City Council pulled Consent Calendar Item 6F for reconsideration.

6F. AWARD OF CONTRACT TO ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

Following a Request for Proposals in 2019 soliciting proposals to provide professional cross guard services for three (3) locations at nearby schools, All City Management Services, Inc. (ACMS) was awarded a one (1) year contract at the March 23, 2021, City Council meeting. The contract term expired as of June 30, 2022. Following discussion, City staff and ACMS were able to come to an agreement for a new three (3) year contract. To ensure a safe community, City staff recommends entering into an agreement with All City Management Services, Inc. to continue to provide professional crossing guard services.

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Motion/Second: Shawver/Taylor

Motion carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

Motion unanimously carried:

1. The City Council declared this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a “project” as defined by Section 15378 of the CEQA guidelines; and
 2. Awarded a contract to All City Management Services, Inc. to provide professional crossing guard services for a 3-year maximum contract amount of \$137,000, excluding CPI adjustments as provided for in the draft Professional Services Agreement; and
 3. Authorized the City Manager to, with concurrence of the City Attorney, to make minor modifications to the Professional Services Agreement and to bind the City of Stanton; and
 4. Authorized the City Manager to approve contract change orders and contract amendments with All City Management Services, Inc., as needed and determined by City staff, for any contingencies up to \$13,700 (10% of contract amount).
7. **PUBLIC HEARINGS** None.
8. **UNFINISHED BUSINESS** None.
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: Southern California Association of Governments (SCAG) 2023 Regional Conference and General Assembly
 - Location: Palm Desert, CA
 - Dates: May 4 – 5, 2023

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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 finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorized the Mayor's attendance at the proposed meeting as desired and authorized staff to make a budget adjustment as needed to cover travel costs.

9B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PERTAINING TO RESTRICTIONS BASED ON CURB MARKINGS

This ordinance establishes parking restrictions on City streets based on the color that the City paints curbs through the authority found in California Vehicle Code § 21458.

Staff report by Mr. Cesar Rangel, Public Works Director / City Engineer.

Motion/Second: Shawver/Warren

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:

1. The City Council finds the proposed ordinance not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15060(c)(2), 15061(b)(3), and 15378(b)(5); and
2. Conducted the first reading of Ordinance No. 1131 entitled:

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“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 10.08.015 TO THE MUNICIPAL CODE TO ESTABLISH PARKING REQUIREMENTS BASED ON CURB MARKINGS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2), 15061(b)(3) AND 15378(b)(5)”;
and

3. Set April 11, 2023 as the date for second reading of Ordinance No. 1131.

9C. CITY COUNCIL CONSIDERATION OF OPTING INTO SETTLEMENT AGREEMENTS WITH THE FOLLOWING DEFENDANTS WHO HAVE ENTERED INTO NATIONAL OPIOID SETTLEMENTS - TEVA; ALLERGAN; WALMART; WALGREENS; AND CVS

Consideration of opportunity to opt into federal settlement agreements with defendants who have entered into National Opioid Settlements: Teva, Allergan, Walmart, Walgreens, and CVS.

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

Motion/Second: Warren/Van

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. Opted into settlement agreements with three pharmacy chains — CVS, Walgreens, and Walmart and directed the City Manager to execute any documents necessary to implement the action and, when possible, allocate the City’s designated share of settlement funds to the County of Orange; and
3. Opted into settlement agreements with two opioid manufacturers — Allergan and Teva and directed the City Manager to execute any documents necessary to implement the action and, when possible, allocate the City’s designated share of settlement funds to the County of Orange.

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10. ORAL COMMUNICATION None.

11. WRITTEN COMMUNICATIONS None.

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

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

- Mayor Pro Tem Van reported on the City's attendance at the grand opening and ribbon cutting ceremony of The Boil Daddy, which was held on March 21, 2023.
- Mayor Pro Tem Van reported on the City's attendance at the grand opening and ribbon cutting ceremony of Acai Republic, which was held on March 23, 2023.
- Mayor Pro Tem Van reported on the Stanton Community Foundation's 20th Annual Stanton Car Show event, which is scheduled to be held at Stanton Park on May 20, 2023.
- Mayor Pro Tem Van reported on the Stanton Community Garden's 3rd Annual Open Garden Day event, which is scheduled to be held on April 22, 2023.
- Council Member Torres expressed his gratitude to Mayor Shawver for assisting in filling the Western High School's Independent Learning Center with nutritious provisions for its students.

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

- Mayor Shawver requested to agendize discussion regarding the consideration of relocating agenda item 10. Oral Communication towards the beginning/top of the agenda.

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

None.

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12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING IMPLEMENTATION OF TERM LIMITS FOR THE POSITION OF MAYOR

At the March 14, 2023, City Council meeting, Council Member Taylor requested that this item be agendaized for discussion. Council Member Taylor is requesting to discuss the implementation of term limits for the position of Mayor, bringing the position in line with the current term limits of Council Member positions.

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

Presentation by Council Member Taylor.

Item carried by the following vote:

AYES: 3 (Taylor, Torres, and Warren)
NOES: 2 (Shawver and Van)
ABSTAIN: None
ABSENT: None

Item carried:

The City Council received consensus and directed staff to proceed with research and to bring this item back for City Council review at a future City Council meeting.

12E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CITY'S CURRENT DISTRICT-BASED ELECTION SYSTEM

At the March 14, 2023, City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss the City's current district-based election system.

Introduction by Ms. Patricia A. Vazquez, City Clerk and Mr. John Natalizio, City Attorney.

Presentation by Mayor Shawver.

The City Council received and filed the discussion.

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12F. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE FEASIBILITY OF A MORATORIUM ON STREET VENDING

At the March 14, 2023, City Council meeting, Mayor Shawver requested that this item be agendized for discussion. Mayor Shawver is requesting to discuss the feasibility of a moratorium on street vending.

Introduction by Ms. Patricia A. Vazquez, City Clerk and Mr. John Natalizio, City Attorney.

Presentation by Mayor Shawver.

Item carried by the following vote:

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

Item carried:

The City Council received consensus and directed staff to proceed with research and to bring this item back for City Council review at a future City Council meeting.

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Ms. Hannah Shin-Heydorn, City Manager reported on her upcoming excused absence at the April 11, 2023, City Council meeting and that Ms. Zenia Bobadilla will serve as Acting City Manager in his absence.

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.

Sergeant Victor Contreras provided the City Council with an update on their current operations.

DRAFT

15. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 8:41 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 11, 2023

SUBJECT: FEBRUARY 2023 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of February 28, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of February 2023.

BACKGROUND:

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

	Beginning Balance		Net Change		Ending Balance
Cash and Investment Accounts (Pooled-All Funds)	\$ 61,454,247.89	\$	(137,586.39)	\$	61,316,661.50
Cash (Non-Pooled)	4,263,656.56		(125,048.92)		4,138,607.64
Total Cash and Investments	\$ 65,717,904.45	\$	(262,635.31)	\$	65,455,269.14

Between January 31, 2023, and February 28, 2023, the City's total cash and investments decreased by \$262,635. During the month of February, the most significant revenues collected was approximately \$1.1 million in sales tax and transaction and use tax revenue and the most significant expenditure paid was approximately \$1.1 million to the County of Orange for the City's monthly law enforcement services contract costs.

The City's cash and investment balances by fund type are presented in Attachment A. A summary of the City's investment portfolio is included as Attachment B. The detail of the City's investments by type that are managed by City staff are shown in Attachment C. The detail of investments by type that are managed by Chandler Asset Management, LLC ("Chandler"), of which we determined provide a net advantage to the City, are shown in Attachment D.

ANALYSIS:

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

As of February 28, 2023, the market value of the City's total investment portfolio was \$57.6 million, of which \$32.7 million (57%) is managed by City staff and \$24.9 million (43%) is managed by Chandler (Attachment B). During the month of February, the City deposited an additional \$5 million in the State of California's Local Agency Investment Fund (LAIF). Detailed information regarding the securities contained in the City's investment portfolio is provided in Attachments C and D. As of February 28, 2023, City investments consisted of the following:

	Market Value as of January 31, 2023	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 22,498,193.04	42.11%	100.00%	Yes
U.S. Treasury Notes	9,155,574.50	17.14%	100.00%	Yes
Corporate Notes	6,143,975.95	11.50%	30.00%	Yes
Federal Agency Securities	4,910,981.80	9.19%	100.00%	Yes
Negotiable Certificates of Deposit	4,862,528.68	9.10%	30.00%	Yes
Asset Backed Securities	2,504,012.32	4.69%	20.00%	Yes
Collateralized Mortgage Obligations	2,341,111.90	4.38%	20.00%	Yes
Municipal Bonds	962,465.60	1.80%	100.00%	Yes
Money Market Funds	49,970.43	0.09%	20.00%	Yes
Total Investments	<u>\$ 53,428,814.22</u>	<u>100.00%</u>		

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

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2022-23 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE:

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

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

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

[Click here to return to the agenda.](#)

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED FEBRUARY 28, 2023**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 25,511,185.26	\$ 4,968,427.85	\$ (5,424,319.91)	\$ 25,055,293.20
102-111101	General Fund (Transactions & Use Tax)	(335,349.73)	575,868.20	(320,725.00)	(80,206.53)
210-111101	Certified Access Specialists (CASP) Program Fund	57,790.33	-	-	57,790.33
211-111101	Gas Tax Fund	1,736,800.02	-	(92,901.47)	1,643,898.55
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	461,517.85	189,569.24	(58,825.00)	592,262.09
220-111101	Measure M Fund	715,429.82	-	-	715,429.82
222-111101	Community Development Block Grant Fund	212,171.46	-	-	212,171.46
224-111101	Lighting Maintenance 1919 Act Fund	1,036,675.08	462.26	(1,148.15)	1,035,989.19
225-111101	Lighting/Median Maintenance 1972 Act Fund	995,471.17	3,271.94	(32,134.49)	966,608.62
226-111101	Air Quality Improvement Fund	200,289.39	-	-	200,289.39
227-111101	Other Grants Fund	249,027.17	-	(15,860.05)	233,167.12
242-111101	Supplemental Law Enforcement Grant Fund	431,500.98	4,890.01	(12,500.00)	423,890.99
245-111101	Justice Assistance Grant (JAG) Grant Fund	(451,701.72)	533,927.99	(82,226.27)	-
250-111101	Families and Communities Together (FaCT) Grant Fund	(27,150.76)	3,064.96	(42,220.20)	(66,306.00)
251-111101	Senior Transportation Fund	67,184.23	513.93	(2,569.64)	65,128.52
257-111101	America Rescue Act Plan (ARPA) Fund	6,965,787.56	817.280	(165,110.76)	6,801,494.08
261-111101	Street Impact Fees Fund	102,274.56	-	-	102,274.56
263-111101	Community Center Impact Fees Fund	170,054.81	-	-	170,054.81
264-111101	Police Services Impact Fees Fund	153,648.66	-	-	153,648.66
271-111101	Public Safety Task Force Fund (City Funds)	83,000.27	-	-	83,000.27
280-111101	Stanton Central Park Maintenance Fund	24,562.10	4,933.34	9,034.50	20,460.94
285-various	Stanton Housing Authority Fund	9,772,980.79	2,043,401.49	(2,083,925.86)	9,732,456.42
305-111101	Capital Projects Fund	307,330.43	63,877.18	(96,645.87)	274,561.74
310-111101	Park and Recreation Facilities Fund	3,818,972.26	-	(23,877.89)	3,795,094.37
501-111101	Sewer Maintenance Fund	6,314,812.83	45,371.11	(58,836.53)	6,301,347.41
502-111101	Sewer Capital Improvement Fund	2,960.78	-	-	2,960.78
602-111101	Workers' Compensation Fund	780,822.29	6,503.35	-	787,325.64
603-111101	Liability Risk Management Fund	102,463.27	-	(32,485.62)	69,977.65
604-111101	Employee Benefits Fund	6,961.69	133,470.90	(120,644.51)	19,788.08
605-111101	Fleet Maintenance Fund	458,135.81	13,920.03	(5,180.56)	466,875.28
801-111101	Expendable Deposits Fund	(21,702.87)	30,000.00	(3,578.65)	4,718.48
901-111101	North Orange County Public Safety Collaborative (NOC) Fund	1,550,342.10	-	(75,126.52)	1,475,215.58
Total Pooled Cash and Investments⁽¹⁾		\$ 61,454,247.89	\$ 8,622,291.06	\$ (8,741,808.45)	\$ 61,316,661.50
Less: Investments⁽¹⁾		\$ (53,428,814.22)	\$ (5,063,412.020)	\$ 907,678.83	\$ (57,584,547.41)
Cash - Bank of the West General Checking Account		\$ 8,025,433.67	\$ 3,558,879.04	\$ (7,834,129.62)	\$ 3,732,114.09

CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED FEBRUARY 28, 2023

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
xxx-111103	Payroll Account	\$ -	\$ 272,932.97	\$ (272,932.97)	\$ -
101-111109	Flexible Spending/AFLAC	4,737.07	-	(394.02)	4,343.05
101-111505	Petty Cash	600.00	-	-	600.00
285-111403	Cash with Property Management Company (QMG)	85,652.49	17,247.43	(40,652.49)	62,247.43
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	4,172,667.00	-	(101,249.84)	4,071,417.16
	Total Cash-Non-Pooled	\$ 4,263,656.56	\$ 290,180.40	\$ (415,229.32)	\$ 4,138,607.64
<u>INVESTMENTS</u>					
	POOLED ALL FUNDS	\$ 53,428,814.22	\$ 5,063,412.02	\$ (907,678.83)	\$ 57,584,547.41
	Total Investments ⁽³⁾	\$ 53,428,814.22	\$ 5,063,412.02	\$ (907,678.83)	\$ 57,584,547.41
	TOTAL CASH AND INVESTMENTS	\$ 65,717,904.45	\$ 8,912,471.46	\$ (9,157,037.77)	\$ 65,455,269.14

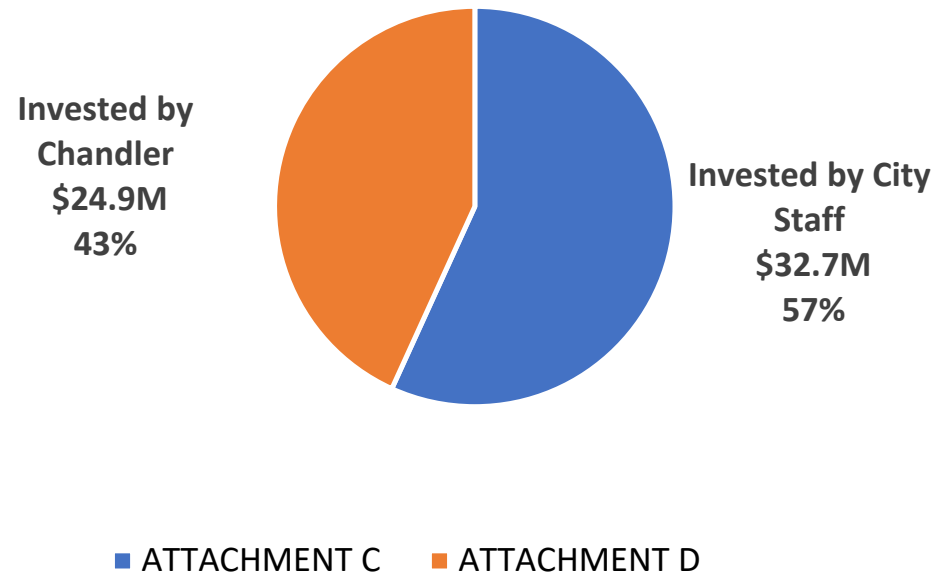
Notes:

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

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

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

**Portfolio Summary
as of February 28, 2023
TOTAL = \$57.6M**



City of Stanton
Portfolio Holdings
Investment Portfolio | by Security Sector
Report Format: By Transaction
Group By: Security Sector
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 2/28/2023

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit											
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	244,350.00	3/25/2024	391	3,098.63	0.75
Bank of New England NH 2.65 5/23/2024	06426KBE7	5/23/2019	2.650	249,000.00	249,000.00	249,000.00	241,779.00	5/23/2024	450	90.39	0.75
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	241,724.22	5/17/2024	444	195.11	0.75
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	248,297.82	4/28/2023	59	0.00	0.75
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	239,545.47	7/22/2024	510	92.10	0.75
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	237,844.80	9/27/2023	211	22.03	0.72
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	237,936.93	8/23/2024	542	66.51	0.75
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	239,335.86	4/25/2024	422	2,250.39	0.74
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	248,523.13	245,685.81	8/29/2023	182	0.00	0.75
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	242,055.39	4/26/2024	423	35.47	0.75
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,313.72	240,944.85	6/28/2024	486	0.00	0.75
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	246,298.35	8/23/2023	176	88.68	0.75
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	241,562.16	2/7/2024	344	438.76	0.74
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	241,562.16	2/7/2024	344	438.76	0.74
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,027.86	248,758.47	3/27/2023	27	20.47	0.75
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	236,253.03	8/23/2024	542	67.67	0.74
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,063.63	247,246.08	5/15/2023	76	559.53	0.75
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	237,842.31	8/28/2024	547	0.00	0.75
Sub Total / Average Certificate Of Deposit			2.576	4,462,000.00	4,461,995.00	4,461,928.34	4,359,022.71		343	7,464.50	13.43
Local Government Investment Pool											
LAIF City LGIP	LAIFCITY0895	2/29/2020	2.624	18,975,824.17	18,975,824.17	18,975,824.17	18,707,960.90	N/A	1		57.11
LAIF Housing Authority LGIP	LAIFHA0004	2/29/2020	2.624	8,806,533.49	8,806,533.49	8,806,533.49	8,682,220.21	N/A	1		26.51
Sub Total / Average Local Government Investment Pool			2.624	27,782,357.66	27,782,357.66	27,782,357.66	27,390,181.11		1	0.00	83.62
Municipal											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,001.08	275,000.00	3/1/2023	1	3,380.21	0.83
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,336.16	196,291.60	8/1/2024	520	287.67	0.62
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	252,143.23	242,507.50	6/1/2024	459	1,661.46	0.75
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,880.29	246,552.50	9/1/2023	185	3,072.92	0.75
Sub Total / Average Municipal			2.207	980,000.00	989,644.80	982,360.76	960,351.60		273	8,402.26	2.95
Total / Average			2.605	33,224,357.66	33,233,997.46	33,226,646.76	32,709,555.42		55	15,866.76	100

Portfolio Summary

As of February 28, 2023



PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.35
Average Coupon	3.04%
Average Purchase YTM	4.15%
Average Market YTM	4.88%
Average S&P/Moody Rating	AA/Aa2
Average Final Maturity	2.77 yrs
Average Life	2.52 yrs

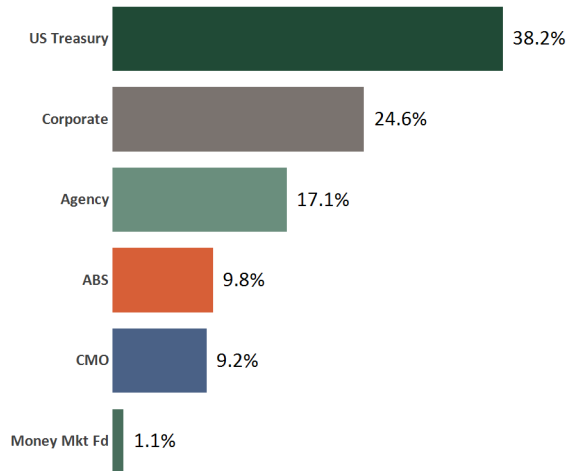
ACCOUNT SUMMARY

	Beg. Values as of 1/31/23	End Values as of 2/28/23
Market Value	25,105,627	24,874,992
Accrued Interest	199,117	167,542
Total Market Value	25,304,744	25,042,534
Income Earned	65,100	63,412
Cont/WD		-2,304
Par	25,810,273	25,910,582
Book Value	25,089,182	25,180,796
Cost Value	25,089,182	25,180,796

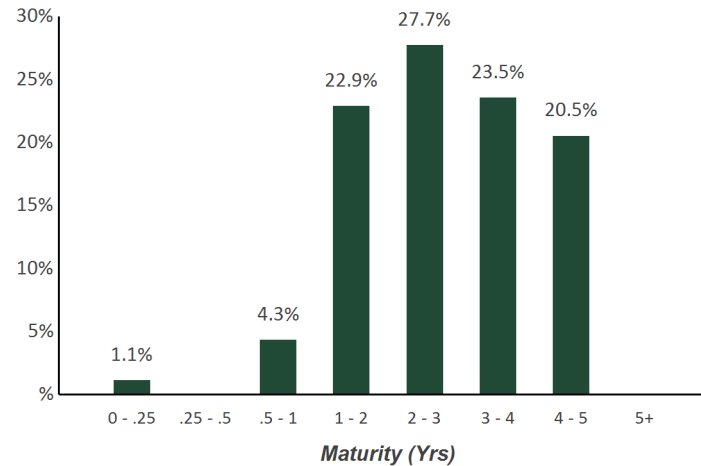
TOP ISSUERS

Government of United States	38.2%
Federal Home Loan Mortgage Corp	9.2%
Federal Farm Credit Bank	7.8%
Federal Home Loan Bank	6.9%
Federal National Mortgage Assoc	2.4%
JP Morgan Chase & Co	1.7%
Bank of America Corp	1.7%
Morgan Stanley	1.7%
Total	69.5%

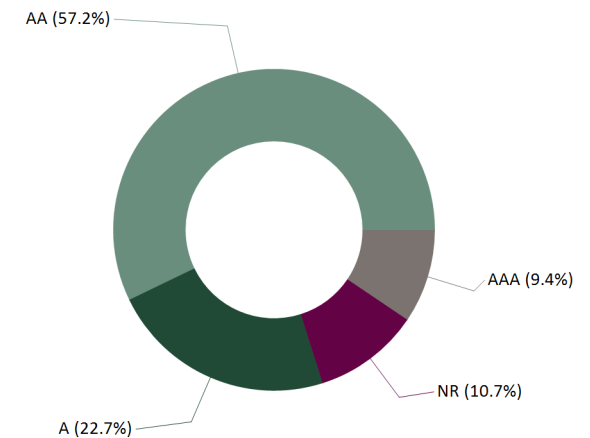
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	11/30/2022
City of Stanton	-1.03%	0.18%	0.00%	N/A	N/A	N/A	N/A	N/A	N/A
ICE BofA 1-5 Yr US Treasury & Agency Index	-1.19%	-0.09%	-0.16%	N/A	N/A	N/A	N/A	N/A	N/A

Holdings Report

As of February 28, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	357,232.83	Various 4.62%	345,187.31 345,187.31	97.67 5.65%	348,911.52 63.51	1.39% 3,724.21	NR / AAA AAA	1.72 0.44
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	279,577.19	09/14/2022 4.00%	271,441.06 271,441.06	98.02 4.91%	274,040.05 15.38	1.09% 2,598.99	Aaa / NR AAA	1.83 0.43
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	350,000.00	09/21/2022 4.36%	345,625.00 345,625.00	97.47 5.28%	341,153.82 471.43	1.36% (4,471.18)	NR / AAA AAA	3.39 1.69
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	350,000.00	09/13/2022 4.13%	342,207.03 342,207.03	96.57 5.32%	338,000.36 455.78	1.35% (4,206.67)	Aaa / AAA NR	3.55 1.46
05522RDD7	Bank of America Credit Card Tr 2021-A1 A1 0.44% Due 9/15/2026	400,000.00	09/22/2022 4.45%	376,187.50 376,187.50	94.82 5.25%	379,287.20 78.22	1.51% 3,099.70	NR / AAA AAA	3.55 1.09
92348KAL7	Verizon Master Trust 2022-1 A 1.04% Due 1/20/2027	350,000.00	09/14/2022 3.03%	340,607.42 340,607.42	98.40 2.79%	344,415.54 111.22	1.38% 3,808.12	Aaa / AAA NR	3.90 0.92
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	350,000.00	09/13/2022 4.18%	343,382.81 343,382.81	96.42 5.17%	337,476.06 527.33	1.35% (5,906.75)	NR / AAA AAA	4.22 2.07
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	95,000.00	10/12/2022 5.15%	94,992.63 94,992.63	99.92 5.20%	94,920.67 214.91	0.38% (71.96)	Aaa / NR AAA	4.30 2.14
Total ABS		2,531,810.02	4.16%	2,459,630.76 2,459,630.76	4.92%	2,458,205.22 1,937.78	9.82% (1,425.54)	Aaa / AAA AAA	3.24 1.21
AGENCY									
3130A0F70	FHLB Note 3.375% Due 12/8/2023	450,000.00	09/13/2022 3.90%	447,183.00 447,183.00	98.59 5.24%	443,645.10 3,501.56	1.79% (3,537.90)	Aaa / AA+ AAA	0.78 0.75
3130A0XE5	FHLB Note 3.25% Due 3/8/2024	650,000.00	09/13/2022 3.89%	644,066.70 644,066.70	97.98 5.29%	636,894.06 10,151.74	2.58% (7,172.64)	Aaa / AA+ NR	1.02 0.98
3130ASHK8	FHLB Note 3.125% Due 6/14/2024	650,000.00	09/13/2022 3.85%	642,128.50 642,128.50	97.42 5.21%	633,213.10 4,344.62	2.55% (8,915.40)	Aaa / AA+ NR	1.29 1.24
3133ENJ84	FFCB Note 3.375% Due 8/26/2024	650,000.00	09/13/2022 3.83%	644,540.00 644,540.00	97.48 5.15%	633,603.10 304.69	2.53% (10,936.90)	Aaa / AA+ AAA	1.49 1.43
3133ENP79	FFCB Note 4.25% Due 9/26/2024	650,000.00	09/22/2022 4.25%	649,948.00 649,948.00	98.68 5.13%	641,444.05 11,894.10	2.61% (8,503.95)	Aaa / AA+ NR	1.58 1.48

Holdings Report

As of February 28, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3133ENP95	FFCB Note 4.25% Due 9/30/2025	650,000.00	09/23/2022 4.31%	648,875.50 648,875.50	98.93 4.69%	643,072.95 11,587.15	2.61% (5,802.55)	Aaa / AA+ NR	2.59 2.38
3135G0Q22	FNMA Note 1.875% Due 9/24/2026	650,000.00	09/14/2022 3.73%	605,208.50 605,208.50	91.65 4.43%	595,743.20 5,315.10	2.40% (9,465.30)	Aaa / AA+ AAA	3.57 3.36
Total Agency		4,350,000.00	3.97%	4,281,950.20 4,281,950.20	5.01%	4,227,615.56 47,098.96	17.07% (54,334.64)	Aaa / AA+ AAA	1.79 1.69

CMO									
3137BHXJ1	FHLMC K045 A2 3.023% Due 1/25/2025	454,739.20	09/16/2022 5.07%	443,050.99 443,050.99	96.34 5.07%	438,077.56 1,145.56	1.75% (4,973.43)	NR / NR AAA	1.91 1.73
3137BMTX4	FHLMC K052 A2 3.151% Due 11/25/2025	250,000.00	09/26/2022 4.89%	238,818.36 238,818.36	95.62 4.94%	239,061.58 656.46	0.96% 243.22	NR / NR AAA	2.74 2.39
3137BN6G4	FHLMC K053 2.995% Due 12/25/2025	350,000.00	09/16/2022 4.23%	338,064.45 338,064.45	95.16 4.92%	333,069.94 873.54	1.33% (4,994.51)	NR / NR AAA	2.82 2.49
3137BTUM1	FHLMC K061 A2 3.347% Due 11/25/2026	350,000.00	09/22/2022 4.37%	337,435.55 337,435.55	94.89 4.90%	332,112.69 976.21	1.33% (5,322.86)	NR / NR AAA	3.74 3.27
3137BVZ82	FHLMC K063 3.43% Due 1/25/2027	350,000.00	09/13/2022 3.97%	342,412.11 342,412.11	95.49 4.73%	334,219.65 1,000.42	1.34% (8,192.46)	NR / NR AAA	3.91 3.44
3137F2LJ3	FHLMC K066 A2 3.117% Due 6/25/2027	350,000.00	09/13/2022 3.97%	337,640.63 337,640.63	94.14 4.66%	329,507.26 909.13	1.32% (8,133.37)	NR / NR AAA	4.32 3.82
3137FAWS3	FHLMC K067 A2 3.194% Due 7/25/2027	310,000.00	09/22/2022 4.28%	295,856.25 295,856.25	94.34 4.63%	292,463.42 825.12	1.17% (3,392.83)	Aaa / NR NR	4.41 3.95
Total CMO		2,414,739.20	4.41%	2,333,278.34 2,333,278.34	4.84%	2,298,512.10 6,386.44	9.20% (34,766.24)	Aaa / NR AAA	3.35 2.96

CORPORATE									
89115A2J0	Toronto-Dominion Bank Note 4.285% Due 9/13/2024	200,000.00	09/15/2022 4.57%	198,938.00 198,938.00	98.46 5.34%	196,910.00 3,951.72	0.80% (2,028.00)	A1 / A AA-	1.54 1.44
12572QAG0	CME Group Inc. Callable Note Cont 12/15/2024 3% Due 3/15/2025	250,000.00	09/16/2022 4.26%	242,670.00 242,670.00	96.18 4.99%	240,441.75 3,458.33	0.97% (2,228.25)	Aa3 / AA- AA-	2.04 1.92

Holdings Report

As of February 28, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
808513BB0	Charles Schwab Corp Callable Note Cont 2/24/2025 4.2% Due 3/24/2025	250,000.00	09/16/2022 4.36%	249,015.00 249,015.00	98.06 5.18%	245,152.25 4,608.33	1.00% (3,862.75)	A2 / A A	2.07 1.94
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	200,000.00	09/16/2022 4.49%	194,656.00 194,656.00	96.19 5.29%	192,384.20 2,568.75	0.78% (2,271.80)	A1 / A AA-	2.13 1.99
756109AV6	Realty Income Corp Callable Not Cont 2/15/2025 3.875% Due 4/15/2025	250,000.00	09/13/2022 4.47%	246,425.00 246,425.00	97.05 5.35%	242,636.50 3,659.72	0.98% (3,788.50)	A3 / A- NR	2.13 1.98
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	125,000.00	09/21/2022 4.39%	121,940.00 121,940.00	96.56 5.06%	120,699.88 1,275.00	0.49% (1,240.12)	A2 / A A	2.21 2.07
06368D3S1	Bank of Montreal Note 3.7% Due 6/7/2025	350,000.00	09/13/2022 4.50%	342,912.50 342,912.50	96.70 5.26%	338,437.40 3,021.67	1.36% (4,475.10)	A2 / A- AA-	2.27 2.13
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	250,000.00	09/19/2022 4.42%	243,805.00 243,805.00	95.59 5.52%	238,981.75 1,820.83	0.96% (4,823.25)	A2 / A- A	2.30 2.15
91324PCP5	United Health Group Inc Note 3.75% Due 7/15/2025	125,000.00	09/21/2022 4.36%	122,981.25 122,981.25	97.02 5.09%	121,275.00 598.96	0.49% (1,706.25)	A3 / A+ A	2.38 2.23
89236TKF1	Toyota Motor Credit Corp Note 3.65% Due 8/18/2025	350,000.00	09/13/2022 4.23%	344,498.00 344,498.00	96.55 5.16%	337,909.95 461.32	1.35% (6,588.05)	A1 / A+ A+	2.47 2.32
24422EWJ4	John Deere Capital Corp Note 4.05% Due 9/8/2025	125,000.00	09/21/2022 4.36%	123,933.75 123,933.75	97.93 4.93%	122,416.13 2,432.81	0.50% (1,517.62)	A2 / A A+	2.53 2.32
69371RS23	Paccar Financial Corp Note 4.95% Due 10/3/2025	250,000.00	09/27/2022 4.95%	250,020.00 250,020.00	99.81 5.03%	249,517.00 5,087.50	1.02% (503.00)	A1 / A+ NR	2.60 2.36
713448FQ6	Pepsico Inc. Callable Note Cont 1/13/26 4.55% Due 2/13/2026	65,000.00	02/13/2023 4.57%	64,962.30 64,962.30	99.40 4.77%	64,609.22 131.44	0.26% (353.08)	A1 / A+ NR	2.96 2.73
46647PCZ7	JP Morgan Chase & Co Callable Note Cont 4/26/2025 4.08% Due 4/26/2026	200,000.00	09/13/2022 5.19%	195,980.00 195,980.00	97.19 5.49%	194,385.40 2,833.33	0.79% (1,594.60)	A1 / A- AA-	3.16 2.00
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	200,000.00	09/13/2022 5.18%	199,302.00 199,302.00	98.07 5.57%	196,139.00 1,143.76	0.79% (3,163.00)	A1 / A- A+	3.38 2.21
06051GLA5	Bank of America Corp Callable Note Cont 7/22/2025 4.827% Due 7/22/2026	200,000.00	09/13/2022 5.31%	199,336.00 199,336.00	98.37 5.57%	196,748.00 1,045.85	0.79% (2,588.00)	A2 / A- AA-	3.40 2.22

Holdings Report

As of February 28, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
06406RBJ5	Bank of NY Mellon Corp Callable Note 1X 7/24/2025 4.414% Due 7/24/2026	350,000.00	Various 4.92%	348,501.00 348,501.00	98.09 5.28%	343,314.30 1,587.81	1.38% (5,186.70)	A1 / A AA-	3.40 2.23
74340XBK6	Prologis LP Callable Note Cont 7/1/2026 3.25% Due 10/1/2026	250,000.00	09/14/2022 4.30%	240,397.50 240,397.50	94.23 5.03%	235,572.75 3,385.42	0.95% (4,824.75)	A3 / A NR	3.59 3.28
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	250,000.00	09/16/2022 4.31%	237,035.00 237,035.00	93.10 4.99%	232,744.25 1,843.75	0.94% (4,290.75)	Aa3 / A NR	3.76 3.46
46647PCB0	JP Morgan Chase & Co Callable Note Cont 4/22/2026 1.578% Due 4/22/2027	250,000.00	09/15/2022 5.20%	221,377.50 221,377.50	88.47 5.61%	221,165.75 1,413.63	0.89% (211.75)	A1 / A- AA-	4.15 3.80
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	250,000.00	09/13/2022 4.21%	244,607.50 244,607.50	95.39 4.92%	238,471.25 2,723.61	0.96% (6,136.25)	A3 / A+ A	4.21 3.80
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	200,000.00	09/13/2022 4.73%	194,794.00 194,794.00	95.85 5.20%	191,706.40 1,894.24	0.77% (3,087.60)	A1 / A NR	4.28 3.82
61747YEC5	Morgan Stanley Callable Note Cont 7/20/2026 1.512% Due 7/20/2027	250,000.00	09/15/2022 5.16%	219,305.00 219,305.00	87.29 5.65%	218,230.25 430.50	0.87% (1,074.75)	A1 / A- A+	4.39 4.11
06051GJS9	Bank of America Corp Callable Note Cont 6/21/2027 1.734% Due 7/22/2027	250,000.00	09/15/2022 5.33%	219,722.50 219,722.50	88.08 5.64%	220,195.25 469.63	0.88% 472.75	A2 / A- AA-	4.40 4.10
78016FZS6	Royal Bank of Canada Note 4.24% Due 8/3/2027	200,000.00	09/13/2022 4.73%	195,794.00 195,794.00	96.04 5.25%	192,072.60 659.56	0.77% (3,721.40)	A1 / A AA-	4.43 3.96
14913R3A3	Caterpillar Financial Service Note 3.6% Due 8/12/2027	250,000.00	09/13/2022 4.27%	242,635.00 242,635.00	95.47 4.74%	238,666.00 475.00	0.95% (3,969.00)	A2 / A A	4.45 4.04
023135BC9	Amazon.com Inc Callable Note Cont 5/22/2027 3.15% Due 8/22/2027	250,000.00	09/14/2022 4.17%	238,730.00 238,730.00	93.37 4.81%	233,422.25 196.88	0.93% (5,307.75)	A1 / AA AA-	4.48 4.10
24422EWK1	John Deere Capital Corp Note 4.15% Due 9/15/2027	250,000.00	09/13/2022 4.29%	248,480.00 248,480.00	97.19 4.85%	242,969.75 4,985.76	0.99% (5,510.25)	A2 / A A+	4.55 4.01
Total Corporate		6,390,000.00	4.61%	6,192,753.80 6,192,753.80	5.21%	6,107,174.23 58,165.11	24.62% (85,579.57)	A1 / A A+	3.22 2.82

Holdings Report

As of February 28, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	274,032.83	Various 4.06%	274,032.83 274,032.83	1.00 4.06%	274,032.83 0.00	1.09% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		274,032.83	4.06%	274,032.83 274,032.83	4.06%	274,032.83 0.00	1.09% 0.00	Aaa / AAA AAA	0.00 0.00
US TREASURY									
912828B66	US Treasury Note 2.75% Due 2/15/2024	650,000.00	09/26/2022 4.31%	636,517.58 636,517.58	97.76 5.16%	635,425.70 691.30	2.54% (1,091.88)	Aaa / AA+ AAA	0.96 0.93
91282CEX5	US Treasury Note 3% Due 6/30/2024	650,000.00	09/15/2022 3.91%	639,818.36 639,818.36	97.30 5.11%	632,429.85 3,232.04	2.54% (7,388.51)	Aaa / AA+ AAA	1.34 1.28
91282CFG1	US Treasury Note 3.25% Due 8/31/2024	650,000.00	09/21/2022 4.00%	640,935.55 640,935.55	97.43 5.05%	633,267.70 57.40	2.53% (7,667.85)	Aaa / AA+ AAA	1.51 1.44
9128283P3	US Treasury Note 2.25% Due 12/31/2024	650,000.00	09/15/2022 3.85%	627,351.56 627,351.56	95.41 4.89%	620,191.65 2,424.03	2.49% (7,159.91)	Aaa / AA+ AAA	1.84 1.76
9128284F4	US Treasury Note 2.625% Due 3/31/2025	650,000.00	09/14/2022 3.80%	631,667.97 631,667.97	95.81 4.76%	622,781.25 7,125.00	2.52% (8,886.72)	Aaa / AA+ AAA	2.09 1.97
9128284M9	US Treasury Note 2.875% Due 4/30/2025	650,000.00	09/22/2022 4.15%	629,789.06 629,789.06	96.17 4.75%	625,092.00 6,246.37	2.52% (4,697.06)	Aaa / AA+ AAA	2.17 2.05
91282CEU1	US Treasury Note 2.875% Due 6/15/2025	650,000.00	09/15/2022 3.89%	632,962.89 632,962.89	96.11 4.68%	624,711.10 3,901.79	2.51% (8,251.79)	Aaa / AA+ AAA	2.30 2.17
91282CFE6	US Treasury Note 3.125% Due 8/15/2025	650,000.00	09/13/2022 3.75%	638,802.74 638,802.74	96.54 4.63%	627,504.15 785.57	2.51% (11,298.59)	Aaa / AA+ AAA	2.46 2.33
91282CFK2	US Treasury Note 3.5% Due 9/15/2025	650,000.00	09/19/2022 3.90%	642,712.89 642,712.89	97.37 4.61%	632,912.15 10,495.17	2.57% (9,800.74)	Aaa / AA+ AAA	2.55 2.36
9128286L9	US Treasury Note 2.25% Due 3/31/2026	650,000.00	09/14/2022 3.75%	617,880.86 617,880.86	93.72 4.45%	609,197.55 6,107.14	2.46% (8,683.31)	Aaa / AA+ AAA	3.09 2.90
9128287B0	US Treasury Note 1.875% Due 6/30/2026	650,000.00	09/15/2022 3.78%	606,632.81 606,632.81	92.27 4.39%	599,777.10 2,020.03	2.40% (6,855.71)	Aaa / AA+ AAA	3.34 3.17
9128282A7	US Treasury Note 1.5% Due 8/15/2026	650,000.00	09/13/2022 3.72%	597,923.83 597,923.83	90.76 4.41%	589,925.70 377.07	2.36% (7,998.13)	Aaa / AA+ AAA	3.46 3.31

Holdings Report

As of February 28, 2023



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	650,000.00	09/14/2022 3.66%	618,591.80 618,591.80	93.27 4.32%	606,226.40 6,785.71	2.45% (12,365.40)	Aaa / AA+ AAA	4.09 3.78
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	650,000.00	09/13/2022 3.57%	636,822.26 636,822.26	95.43 4.25%	620,318.40 55.20	2.48% (16,503.86)	Aaa / AA+ AAA	4.51 4.14
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	350,000.00	01/24/2023 3.59%	354,470.70 354,470.70	98.54 4.21%	344,886.85 2,247.93	1.39% (9,583.85)	Aaa / AA+ AAA	4.84 4.33
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	500,000.00	02/22/2023 4.12%	486,269.53 486,269.53	96.96 4.19%	484,804.50 1,401.93	1.94% (1,465.03)	Aaa / AA+ AAA	4.93 4.45
Total US Treasury		9,950,000.00	3.87%	9,639,150.39 9,639,150.39	4.64%	9,509,452.05 53,953.68	38.19% (129,698.34)	Aaa / AA+ AAA	2.74 2.56
TOTAL PORTFOLIO		25,910,582.05	4.15%	25,180,796.32 25,180,796.32	4.88%	24,874,991.99 167,541.97	100.00% (305,804.33)	Aa2 / AA AAA	2.77 2.35
TOTAL MARKET VALUE PLUS ACCRUED						25,042,533.96			

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chairman and Members of the Successor Agency

DATE: April 11, 2023

SUBJECT: FEBRUARY 2023 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of February 28, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of February 2023.

BACKGROUND:

The attached report summarizes the Successor Agency's investment and deposit balances as of February 2023. During the month of February, the Successor Agency's cash and investments increased by approximately \$5 to reflect interest earned on its U.S. Bank fiscal agent accounts during the month. The Successor Agency's cash and investment balances by fund are presented in Attachment A. The Successor Agency's investments and deposits by financial institution are included as Attachment B.

ANALYSIS:

The Successor Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of February 2023 was 2.43%.

The Successor Agency's investments are shown on Attachment B and have a weighted investment yield of 2.62%, which is equal to the benchmark LAIF return of 2.62%, as the entire portfolio (excluding funds held with the bond fiscal agents) represents the Successor Agency's portion of LAIF and Bank of the West funds invested by the City.

With a completely liquid portfolio, the weighted average maturity of the Successor Agency's investments on February 28, 2023, was 1 day. LAIF's average maturity on February 28, 2023, was approximately 281 days.

FISCAL IMPACT:

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

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

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

Prepared by: Michelle Bannigan, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
CASH AND INVESTMENTS REPORT
MONTH ENDED FEBRUARY 28, 2023**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-POOLED</u>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 3,313,665.89	\$ -	\$ -	\$ 3,313,665.89
	Total Cash-Pooled ⁽¹⁾	\$ 3,313,665.89	\$ -	\$ -	\$ 3,313,665.89
<u>CASH-RESTRICTED (with Fiscal Agent)</u>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 713,950.00	\$ 1.86	\$ -	\$ 713,951.86
712-111425	2016 Tax Allocation Bonds, Series C and D	1,234,562.50	3.21	-	1,234,565.71
712-111426	2020 Tax Allocation Refunding Bonds, Series A	25.84	-	-	25.84
	Total Cash-Restricted (with Fiscal Agent)	\$ 1,948,538.34	\$ 5.07	\$ -	\$ 1,948,543.41
	TOTAL CASH AND INVESTMENTS	\$ 5,262,204.23	\$ 5.07	\$ -	\$ 5,262,209.30

Note:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
MONTH ENDED FEBRUARY 28, 2023**

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interest Rate		Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California		On Demand	2.62%	N/A	\$ 3,313,666	\$ 3,313,666	LAIF

Total Cash Investments and Deposits

1	2.62%
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\$ 3,313,666	\$ 3,313,666
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Weighted Average/eighted Average

Bond Funds Held by Trustees:

Maturity (days) Yield

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B										
Debt Service:										
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 713,950	\$ 713,950	\$ 713,950	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2016 Series A and B

\$ 713,951 \$ 713,951

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D										
Debt Service:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 1,234,564	\$ 1,234,564	\$ 1,234,564	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2016 Series C and D

\$ 1,234,566 \$ 1,234,566

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2020 Tax Allocation Refunding Bonds										
Special Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 26	\$ 26	\$ 26	US Bank

Total 2020 Tax Allocation Bonds (Tax-Exempt) \$ 26 \$ 26

Total Bond Fund Investments and Deposits (3)

\$ 1,948,543 \$ 1,948,543

TOTAL - ALL CASH AND INVESTMENTS

\$5,262,209 \$5,262,209

Notes:

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

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 11, 2023

SUBJECT: FEBRUARY 2023 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

REPORT IN BRIEF:

The Revenue and Expenditure Report for the month ended February 28, 2023, 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 February 28, 2023.

RECOMMENDED ACTIONS:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund's February 2023 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended February 28, 2023.

ANALYSIS:

General Fund Revenue and Expenditure Reports

Attachments A and B summarize the General Fund's revenue and expenditure activity through February 28, 2023. The reports include information for the month of February, on a year-to-date basis through February, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount, and a percentage of final for the previous fiscal year (through February) is included as well.

As of February 28, total General Fund revenues received to date are approximately \$15.2 million, which represents 51% of the Fiscal Year 2022/23 budgeted amount and is approximately \$561,589 (4%) lower than the revenues recognized for the same period last year (Attachment A, page 2). Fiscal Year 2021/22 revenues include \$890,000 for a one-time transfer from the Housing Authority Fund to the General Fund for the reimbursement of the purchase of 11870 Beach Boulevard.

Total General Fund expenditures are approximately \$16.9 million through February 28, which represents 57% of the 2022/23 projected expenditures and is approximately \$1.1 million (7%) higher than the expenditures incurred for the same period last year (Attachment B, page 2). The two divisions with the largest increases in costs compared to the same period for the previous fiscal year were: the Law Enforcement Division (#2100) and the Public Facilities Division (#3200). The Law Enforcement Division's expenditures are \$664,592 (8%) higher through February 2023 compared to actual costs through February 2022, which is consistent with the City's 7% increase in law enforcement contract costs for the current fiscal year. Public Facilities Division expenditures are \$267,320 (101%) higher than the same period in Fiscal Year 2021/22 due to the purchase of a new skip loader during Fiscal Year 2022/23.

Per Attachment C, the City's General Fund reserves and available fund balance ("discretionary fund balance") is expected to be \$26.2 million by June 30, 2023 as shown in the table below:

	Estimated Balance at 6/30/2023
Reserves set aside per City Resolution No. 2022-34	\$ 13,900,000
Committed Developer Contributions	1,476,296
Undesignated Fund Balance	10,804,749
Total Discretionary Fund Balance	<u>\$ 26,181,045</u>

Housing Authority Revenue and Expenditure Reports

Attachment D summarizes the Housing Authority Fund's revenue and expenditure activity through February 28, 2023. The report includes information on the activity during the month of February, information on a year-to-date basis through February, the current fiscal year's budgeted balance and the year-to-date as a percentage of the budget. In addition, for comparison purposes, the year-to-date amount, final amount, and a percentage of final for the previous fiscal year (through February) is included as well.

As of February 28, total Housing Authority Fund revenues received to date was \$587,096, which represents 92% of the Fiscal Year 2022/23 budgeted amount and is \$286,034 (33%) less than the revenue collected through the same period last year. During Fiscal Year 2021/22, the Housing Authority received \$681,902 for the sale of the

property located at 7455 Katella Avenue and the deposits received related to the exclusive negotiation agreement for the sale of the Tina Pacific residential project. Total Housing Authority Fund expenditures were \$3.2 million through February 28, which represents 83% of the 2022/23 estimated expenditures and is \$1.6 million (104%) higher than the expenditures incurred for the same period last year, due to the \$2.5 million paid to assist Jamboree Housing with the acquisition of the Riviera Motel for a permanent supportive housing project.

Per Attachment E, the City's Housing Authority Fund's available fund balance is expected to be \$9.2 million by June 30, 2023.

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

The Fiscal Year 2022/23 CIP budget includes \$4.5 million from the Fiscal Year 2022/23 Adopted Budget; \$11.3 million in carryover funding from Fiscal Year 2021/22, and \$1.2 million in additional appropriations approved by City Council since July 1, 2022, for a total amended budget of \$17.0 million as of February 28, 2023. As of February 28, capital project expenditures totaled \$2.4 million (14% of the amended budget) with an additional \$1.4 million (8% of the amended budget) under contract (encumbered) for work currently underway, for a total amount spent or encumbered to date of \$3.8 million (22% of the amended budget) as of February 28, 2023.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE:

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. February 2023 General Fund Revenues
- B. February 2023 General Fund Expenditures
- C. General Fund Reserve Balances
- D. February 2023 Housing Authority Revenue and Expenditures
- E. Housing Authority Reserve Balance
- F. Status of Capital Improvement Projects as of February 28, 2023

CITY OF STANTON
February 2023 General Fund Revenues (67% of year)

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		Percent of Budget	FY 2021/22 Actual*	% Change From Prior Year
			Activity During February	Year To Date Actual *			
TAXES							
Property Tax	\$ 7,983,200	\$ 8,279,530	\$ 14,934	\$ 4,225,817	51.04%	\$ 4,073,147	3.75%
Sales and Use Tax	5,232,000	5,479,200	485,329	2,682,891	48.97%	2,644,510	1.45%
Transactions and Use Tax	5,805,000	6,144,000	575,868	3,037,147	49.43%	2,928,950	3.69%
Transient Occupancy Tax	610,000	650,000	46,490	404,820	62.28%	387,796	4.39%
Franchise Fees	1,177,000	1,267,430	59,495	452,284	35.69%	381,249	18.63%
Business Licenses	158,000	158,000	13,735	138,553	87.69%	124,499	11.29%
Utility Users Tax	1,961,000	1,961,000	196,907	1,430,605	72.95%	1,230,538	16.26%
Cannabis Tax	620,000	50,000	-	-	0.00%	-	**
Tax Increment Pass-thru Payment	429,450	555,000	-	307,496	55.40%	270,516	13.67%
TAXES-TOTAL	23,975,650	24,544,160	1,392,758	12,679,613	51.66%	12,041,205	5.30%
INTERGOVERNMENTAL							
County WDA Shared Revenue	100,000	100,000	-	-	0.00%	101,376	-100.00%
Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
Motor Vehicle In Lieu	30,000	30,000	-	-	0.00%	45,717	-100.00%
Public Safety Augmentation Tax	193,000	200,350	15,603	108,012	53.91%	100,455	7.52%
Planning Grants	-	150,000	-	-	0.00%	152,434	-100.00%
Federal Grants	-	-	-	8,708	**	-	100.00%
Other Grants	4,200	4,200	181	3,292	78.38%	105,234	-96.87%
INTERGOVERNMENTAL-TOTAL	357,200	514,550	15,784	120,012	23.32%	505,216	-76.25%
CHARGES FOR SERVICES							
Charges for Services	256,425	166,025	11,544	112,250	67.61%	79,415	41.35%
Information Technology Charges	37,605	37,605	3,134	25,070	66.67%	20,230	23.92%
CHARGES FOR SERVICES-TOTAL	294,030	203,630	14,678	137,320	67.44%	99,645	37.81%
FEES AND PERMITS							
Solid Waste Impact Fees	1,175,000	1,085,000	97,826	663,247	61.13%	655,481	1.18%
Building Permits and Fees	1,205,000	1,205,000	70,760	406,876	33.77%	604,840	-32.73%
Planning Permits and Fees	104,250	104,250	5,081	46,458	44.56%	58,105	-20.04%
Engineering Permits and Fees	91,000	91,000	10,300	79,508	87.37%	98,716	-19.46%
Recycling Fees	90,500	90,500	18,665	38,870	42.95%	38,815	0.14%

CITY OF STANTON
February 2023 General Fund Revenues (67% of year)

	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		Percent of Budget	FY 2021/22 Actual*	% Change From Prior Year
			Activity During February	Year To Date Actual *			
Other Permits and Fees	225,900	226,400	18,818	177,625	78.46%	189,530	-6.28%
Community Services Fees	45,700	45,700	5,047	48,142	105.34%	52,941	-9.06%
FEES AND PERMITS -TOTAL	2,937,350	2,847,850	226,497	1,460,726	51.29%	1,698,428	-14.00%
FINES AND FORFEITURES							
General Fines	700	700	-	369	52.71%	18,284	-97.98%
Motor Vehicle Fines	45,000	45,000	-	19,764	43.92%	24,661	-19.86%
Parking Citations	225,000	225,000	15,830	116,767	51.90%	172,770	-32.41%
DMV Parking Collections	71,000	71,000	-	36,228	51.03%	37,928	-4.48%
Administrative Citation	10,000	10,000	-	4,589	45.89%	3,940	16.47%
FINES AND FORFEITURES-TOTAL	351,700	351,700	15,830	177,717	50.53%	257,583	-31.01%
USE OF MONEY AND PROPERTY							
Investment Earnings	217,000	217,000	-	295,448	136.15%	71,173	315.11%
Unrealized Gains (Losses)	-	-	(367,959)	(274,078)	**	(359,602)	-23.78%
Interest on Loan to Landscape District Fund	11,020	11,020	-	5,760	52.27%	10,882	-47.07%
Rental Income	93,335	99,335	7,060	126,629	127.48%	52,902	139.37%
USE OF MONEY AND PROPERTY-TOTAL	321,355	327,355	(360,899)	153,759	46.97%	(224,645)	-168.45%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	163,935	166,935	2,249	15,423	9.24%	48,207	-68.01%
MISCELLANEOUS REVENUE-TOTAL	163,935	166,935	2,249	15,423	9.24%	48,207	-68.01%
TRANSFERS IN							
From Gas Tax Fund	205,000	205,000	17,083	136,667	66.67%	136,667	0.00%
From Protective Services Fund	382,000	389,730	-	227,177	58.29%	217,697	4.35%
From Supplemental Law Enforcement Grants Fund	150,000	150,000	12,500	100,000	66.67%	100,000	0.00%
From Housing Authority Fund	-	-	-	-	**	890,000	-100.00%
TRANSFERS IN-TOTAL	737,000	744,730	29,583	463,844	62.28%	1,344,364	-65.50%
TOTAL REVENUES AND TRANSFERS IN	\$ 29,138,220	\$ 29,700,910	\$ 1,336,480	\$ 15,208,414	51.21%	\$ 15,770,003	-3.56%

* = Actual data is reported through February.

TAXES
February 2023 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year To Date Actual *			
101	General Fund							
430100	Current Year-Secured	\$ 1,178,100	\$ 1,100,000	\$ -	\$ 631,710	57.43%	\$ 633,555	-0.29%
430105	Current Year-Unsecured	30,000	30,000	-	26,734	89.11%	18,532	44.26%
430115	Property Tax-Supplemental	20,000	20,000	2,272	25,092	125.46%	10,646	135.69%
430120	Residual Redevelopment Property Tax	1,356,600	1,709,000	-	823,340	48.18%	791,483	4.02%
430121	In-Lieu Vehicle License Fee	5,258,500	5,299,730	-	2,649,865	50.00%	2,504,005	5.83%
430135	Homeowners Tax Relief	1,000	4,800	-	2,400	50.00%	2,480	-3.23%
430140	Property Transfer Tax	139,000	116,000	12,662	66,111	56.99%	112,334	-41.15%
430145	Property Tax-Penalties/Int	-	-	-	565	**	112	404.46%
430200	Sales And Use Tax	5,232,000	5,479,200	485,329	2,682,891	48.97%	2,644,510	1.45%
430300	Transient Occupancy Tax	610,000	650,000	46,490	404,820	62.28%	387,796	4.39%
430405	Franchise Tax/Cable TV	200,000	290,430	-	90,430	31.14%	51,718	74.85%
430410	Franchise Tax/Electric	244,000	244,000	-	-	0.00%	-	**
430415	Franchise Tax/Gas	75,000	75,000	-	-	0.00%	-	**
430420	Franchise Tax/Refuse	570,000	570,000	59,495	361,854	63.48%	329,531	9.81%
430425	Franchise Tax/Water	88,000	88,000	-	-	0.00%	-	**
430500	Business License Tax	158,000	158,000	13,735	138,553	87.69%	124,499	11.29%
430600	Util User Tax/Electricity	970,000	970,000	112,418	888,305	91.58%	706,389	25.75%
430605	Util User Tax/Telephone	271,000	271,000	14,940	117,618	43.40%	119,115	-1.26%
430610	Util User Tax/Gas	295,000	295,000	35,099	168,941	57.27%	129,532	30.42%
430615	Util User Tax/Water	425,000	425,000	34,450	255,741	60.17%	275,502	-7.17%
430700	Cannabis Tax	620,000	50,000	-	-	0.00%	-	**
440100	AB 1389 Pass Through from RDA	429,450	555,000	-	307,496	55.40%	270,516	13.67%
101	General Fund	18,170,650	18,400,160	816,890	9,642,466	52.40%	9,112,255	5.82%
102	General Fund (Transactions & Use Tax)							
430250	Transactions & Use Tax	5,805,000	6,144,000	575,868	3,037,147	49.43%	2,928,950	3.69%
102	General Fund (Transactions & Use Tax)	5,805,000	6,144,000	575,868	3,037,147	49.43%	2,928,950	3.69%
TAXES - TOTAL		\$ 23,975,650	\$ 24,544,160	\$ 1,392,758	\$ 12,679,613	51.66%	\$ 12,041,205	5.30%

* = Actual data is reported through February.

INTERGOVERNMENTAL
February 2023 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year To Date Actual *			
101	General Fund							
432121	County WDA Shared Revenue	\$ 100,000	\$ 100,000	\$ -	\$ -	0.00%	\$ 101,376	-100.00%
432135	Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
432150	Motor Vehicle In Lieu	30,000	30,000	-	-	0.00%	45,717	-100.00%
432180	Public Safety Augmentation Tax	193,000	200,350	15,603	108,012	53.91%	100,455	7.52%
432245	Planning Grants	-	150,000	-	-	0.00%	152,434	-100.00%
432256	Other Grants	4,200	4,200	181	3,292	78.38%	105,234	-96.87%
432270	Federal Grants	-	-	-	8,708	**	-	100.00%
INTERGOVERNMENTAL - TOTAL		\$ 357,200	\$ 514,550	\$ 15,784	\$ 120,012	23.32%	\$ 505,216	-76.25%

* = Actual data is reported through February.

CHARGES FOR SERVICES
February 2023 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2022/23		FY 2022/23		FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During February	Year To Date Actual *			
101	General Fund									
433100	Charges For Services	\$ 256,425		\$ 166,025		\$ 11,544	\$ 112,250	67.61%	\$ 79,415	41.35%
433136	Information Technology Charges	37,605		37,605		3,134	25,070	66.67%	20,230	23.92%
CHARGES FOR SERVICES - TOTAL		\$ 294,030		\$ 203,630		\$ 14,678	\$ 137,320	67.44%	\$ 99,645	37.81%

* = Actual data is reported through February.

FEES AND PERMITS
February 2023 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2022/23		FY 2022/23		FY 2022/23		FY 2021/22	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During February	Year To Date Actual *	% of Budget	Actual*		
101	General Fund								
431100	Building Plan Check Fees	\$ 175,000	\$ 175,000	\$ 15,774	\$ 84,092	48.05%	\$ 160,190	-47.50%	
431105	Mechanical Permits	100,000	100,000	2,700	30,333	30.33%	48,890	-37.96%	
431110	Building Permits	750,000	750,000	37,241	185,666	24.76%	309,128	-39.94%	
431115	Plumbing Permits	80,000	80,000	1,680	27,225	34.03%	26,380	3.20%	
431120	Electrical Permits	100,000	100,000	13,365	79,560	79.56%	60,252	32.05%	
431130	Engineering Plan Check Fees	51,000	51,000	-	13,185	25.85%	55,010	-76.03%	
431135	Public Works Permits	40,000	40,000	10,300	66,323	165.81%	43,706	51.75%	
431140	S M I P - Commercial Fees	400	400	-	9	2.25%	7	28.57%	
431145	S M I P-Residential Permits	500	500	-	48	9.60%	41	17.07%	
431146	SB 1473 Fee	2,500	2,500	168	555	22.20%	570	-2.63%	
431160	Solid Waste Impact Fees	1,175,000	1,085,000	97,826	663,247	61.13%	655,481	1.18%	
431180	P/W Inspections	-	10,000	2,134	18,709	187.09%	-	100.00%	
431185	Parking Permits	10,000	10,000	407	5,973	59.73%	33,562	-82.20%	
431190	Towing Franchise Fee	25,000	25,000	360	13,140	52.56%	14,310	-8.18%	
431195	Other Fees & Permits	15,000	15,500	4,387	18,138	117.02%	17,040	6.44%	
431201	Cannabis Business Renewal Permit Fee	10,000	-	-	-	**	-	**	
433200	Conditional Use Permit	7,000	7,000	-	4,645	66.36%	17,395	-73.30%	
433205	Precise Plan Of Design	15,000	15,000	-	16,380	109.20%	2,100	680.00%	
433220	Preliminary Plan Review	8,000	8,000	-	-	0.00%	11,250	-100.00%	
433225	Environmental Services	4,400	4,400	-	675	15.34%	655	3.05%	
433227	Foreclosure Registration	10,850	10,850	1,126	6,023	55.51%	5,419	11.15%	
433230	Zoning Entitlements	5,000	5,000	-	-	0.00%	-	**	
433235	Land Divisions	10,000	10,000	-	1,535	15.35%	2,500	-38.60%	
433240	Special Event Permits	500	500	360	1,440	288.00%	360	300.00%	
433245	Sign/Ban'R/Gar Sa/Temp Use Per	6,000	6,000	840	2,645	44.08%	4,430	-40.29%	
433250	Ministerial Services	12,000	12,000	1,080	7,010	58.42%	10,845	-35.36%	
433260	Landscape Plan Check	1,000	1,000	1,300	2,925	292.50%	1,300	125.00%	
433270	General Plan Maint Surcharge	15,000	15,000	735	4,620	30.80%	1,822	153.57%	

FEES AND PERMITS
February 2023 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year To Date Actual *			
101	General Fund							
433285	Other Developmental Fees	5,000	5,000	-	-	0.00%	389	-100.00%
433305	General Recreation Programs	24,000	24,000	3,952	32,824	136.77%	30,243	8.53%
433315	Sports Fields	21,700	21,700	1,095	15,318	70.59%	22,698	-32.51%
437115	Recycling Fees	90,500	90,500	18,665	38,870	42.95%	38,815	0.14%
430505	New/Moved Bus Lic Appl Rev	37,000	37,000	3,030	20,400	55.14%	20,390	0.05%
430510	Business Tax Renewal Process	128,000	128,000	7,342	95,812	74.85%	99,983	-4.17%
430515	SB 1186	2,000	2,000	630	3,401	170.05%	3,267	4.10%
FEES AND PERMITS - TOTAL		\$ 2,937,350	\$ 2,847,850	\$ 226,497	\$ 1,460,726	51.29%	\$ 1,698,428	-14.00%

* = Actual data is reported through February.

FINES AND FORFEITURES
February 2023 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year To Date Actual *			
101	General Fund							
434100	General Fines	\$ 700	\$ 700	\$ -	\$ 369	52.71%	\$ 18,284	-97.98%
434105	Motor Vehicle Fines	45,000	45,000	-	19,764	43.92%	24,661	-19.86%
434110	Parking Citations	225,000	225,000	15,830	116,767	51.90%	172,770	-32.41%
434115	DMV Parking Collections	71,000	71,000	-	36,228	51.03%	37,928	-4.48%
434120	Administrative Citations	10,000	10,000	-	4,589	45.89%	3,940	16.47%
FINES AND FORFEITURES - TOTAL		\$ 351,700	\$ 351,700	\$ 15,830	\$ 177,717	50.53%	\$ 257,583	-31.01%

* = Actual data is reported through February.

USE OF MONEY AND PROPERTY
February 2023 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year To Date Actual *			
101	General Fund							
435100	Interest Earned	\$ 217,000	\$ 217,000	\$ -	\$ 295,448	136.15%	\$ 71,173	-315.11%
435110	Unrealized Gains (Losses)	-	-	(367,959)	(274,078)	**	(359,602)	23.78%
435200	Interest on Loan to Landscape District Fund	11,020	11,020	-	5,760	52.27%	10,882	47.07%
436115	Property Rental	-	6,000	1,200	2,400	40.00%	-	100.00%
436125	Indoor Facility Rental	55,000	55,000	3,765	91,232	165.88%	21,370	-326.92%
436127	Picnic Shelters	16,450	16,450	2,095	18,223	110.78%	15,660	-16.37%
436135	Pac Bell Mobile Svcs-Rent	21,885	21,885	-	14,774	67.51%	15,872	6.92%
USE OF MONEY AND PROPERTY - TOTAL		\$ 321,355	\$ 327,355	\$ (360,899)	\$ 153,759	46.97%	\$ (224,645)	168.45%

* = Actual data is reported through February.

MISCELLANEOUS REVENUE
February 2023 General Fund Revenues (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year To Date Actual *			
101	General Fund							
437100	Sale Of Publications	\$ -	\$ -	\$ -	\$ 23	**	\$ 122	-81.15%
437105	Firework Services	475	475	-	-	0.00%	-	**
437110	Candidate Statements	-	-	-	1,508	**	-	100.00%
437125	Donations	-	3,000	-	3,000	100.00%	800	275.00%
437135	Expense Reimbursement	-	-	95	4,048	**	39,608	-89.78%
437137	Loan Repayment from Landscape Maintenance District	133,460	133,460	-	-	0.00%	-	**
437195	Other Revenue	30,000	30,000	2,154	6,844	22.81%	7,677	-10.85%
MISCELLANEOUS REVENUE - TOTAL		\$ 163,935	\$ 166,935	\$ 2,249	\$ 15,423	9.24%	\$ 48,207	-68.01%

* = Actual data is reported through February.

TRANSFERS IN
February 2023 General Fund Revenues (67% of year)

		FY 2022/23	FY 2022/23	FY 2022/23				% Change
		Adopted	Amended	Activity During	Year To Date		FY 2021/22	From
Acct. No.	Description	Budget	Budget	February	Actual *	% of Budget	Actual*	Prior Year
101	General Fund			November				
439211	Transfer From Gas Tax Fund	\$ 205,000	\$ 205,000	\$ 17,083	\$ 136,667	66.67%	\$ 136,667	0.00%
439223	Transfer From Protective Services Fund	382,000	389,730	-	227,177	58.29%	217,697	4.35%
439242	Transfer Fr Supp Law Enf Grant	150,000	150,000	12,500	100,000	66.67%	100,000	0.00%
439285	Transfer From Housing Authority	-	-	-	-	**	890,000	-100.00%
TRANSFERS IN - TOTAL		\$ 737,000	\$ 744,730	\$ 29,583	\$ 463,844	62.28%	\$ 1,344,364	-65.50%

* = Actual data is reported through February.

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City of Stanton
February 2023 General Fund Expenditures (67% of year)

Division		FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		Percent of Budget	FY 2021/22 Actual*	% Change from Prior Year
				Activity During February	Year to Date Actual *			
No.	Description							
1100	City Council	\$ 137,875	\$ 134,655	\$ 16,455	\$ 85,553	63.53%	\$ 84,718	0.99%
1200	City Attorney	275,000	500,000	43,194	250,532	50.11%	138,690	80.64%
1300	City Manager	603,900	443,269	29,303	259,928	58.64%	318,411	-18.37%
1400	City Clerk	241,880	244,745	27,408	126,103	51.52%	117,919	6.94%
1410	Personnel/Risk Management	207,435	257,125	19,345	129,383	50.32%	107,669	20.17%
1510	Information Technology	683,135	690,210	51,169	420,436	60.91%	340,370	23.52%
	Administration	2,149,225	2,270,004	186,874	1,271,935	56.03%	1,107,777	14.82%
1500	Finance	977,075	982,750	67,625	558,480	56.83%	520,103	7.38%
1600	Non-Dept (excludes Transfers)	315,000	390,000	-	68,180	17.48%	446	15187.00%
	Finance	1,292,075	1,372,750	67,625	626,660	45.65%	520,549	20.38%
1520	Emergency Preparedness	5,000	9,175	2,695	4,175	45.50%	41,607	-89.97%
2100	Law Enforcement	13,071,380	13,071,380	1,097,272	8,706,852	66.61%	8,042,260	8.26%
2200	Fire Protection	5,306,190	5,306,190	-	2,654,101	50.02%	2,587,332	2.58%
2230	Contractual Ambulance Svcs	2,500	2,500	455	1,085	43.40%	400	171.25%
2300	Homeless Prevention	-	43,935	-	-	0.00%	-	**
2400	Animal Control Services	200,965	200,965	-	64,827	32.26%	143,546	-54.84%
2500	Public Safety-Other	117,310	168,495	6,581	75,926	45.06%	78,723	-3.55%
4300	Parking Control	246,585	241,050	13,107	141,490	58.70%	164,359	-13.91%
6200	Code Enforcement	637,030	627,620	46,627	379,844	60.52%	315,133	20.53%
	Public Safety	19,586,960	19,671,310	1,166,737	12,028,300	61.15%	11,373,360	5.76%
3000	Public Works Administration	560,850	587,745	40,992	351,660	59.83%	296,947	18.43%
3100	Engineering	258,665	278,050	11,235	151,641	54.54%	48,654	211.67%
3200	Public Facilities	816,040	871,015	36,470	532,848	61.18%	265,528	100.67%
3300	Crossing Guard	45,165	45,165	4,802	26,546	58.78%	20,631	28.67%
3400	Parks Maintenance	466,110	445,455	24,831	237,248	53.26%	245,706	-3.44%
3500	Street Maintenance	508,135	463,795	29,950	249,576	53.81%	231,337	7.88%

* = Actual data is reported through February.

City of Stanton
February 2023 General Fund Expenditures (67% of year)

Division No. Description		FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		Percent of Budget	FY 2021/22 Actual*	% Change from Prior Year
				Activity During February	Year to Date Actual *			
3600	Storm Drains	129,860	130,360	40,070	115,454	88.57%	75,276	53.37%
6300	Graffiti Abatement	110,370	114,375	7,620	53,149	46.47%	28,585	85.93%
	Public Works	2,895,195	2,935,960	195,970	1,718,122	58.52%	1,212,664	41.68%
4000	Community Development Administration	308,915	269,640	2,194	172,230	63.87%	187,645	-8.21%
4100	Planning	511,660	742,425	16,007	186,118	25.07%	314,426	-40.81%
4200	Building Regulation	524,990	524,990	1,024	26,326	5.01%	278,859	-90.56%
4400	Economic Development	37,800	37,800	-	707	1.87%	570	24.04%
	Community Development	1,383,365	1,574,855	19,225	385,381	24.47%	781,500	-50.69%
5000	Public Information Office	143,875	133,660	8,613	68,710	51.41%	66,093	3.96%
5100	Community Services Administration	583,020	594,220	36,970	369,663	62.21%	386,085	-4.25%
5200	Community Center Operations	202,300	202,300	7,445	63,955	31.61%	53,107	20.43%
5300	Park Operations	238,925	238,925	15,399	159,051	66.57%	135,919	17.02%
5400	Senior Citizen Programs	67,360	67,360	7,225	43,708	64.89%	32,472	34.60%
5500	Recreation Programs	54,310	54,310	455	43,800	80.65%	37,532	16.70%
	Community Services	1,289,790	1,290,775	76,107	748,887	58.02%	711,208	5.30%
	Transfer to FACT Grant	46,470	46,470	3,065	34,890	75.08%	7,125	389.68%
	Transfer to Senior Transportation Fund	11,045	11,045	514	5,110	46.27%	5,617	-9.03%
	Transfer to SCP Maintenance	59,200	59,200	4,933	39,467	66.67%	27,427	43.90%
	Transfer to Capital Projects Fund	180,000	209,000	-	-	0.00%	-	**
	Transfers to Other Funds	296,715	325,715	8,512	79,467	24.40%	40,169	97.83%
	TOTAL EXPENDITURES	\$ 28,893,325	\$ 29,441,369	\$ 1,721,050	\$ 16,858,752	57.26%	\$ 15,747,227	7.06%

* = Actual data is reported through February.

Administration - Shin-Heydorn
February 2023 General Fund Expenditures (67% of year)

		FY 2022/23							
		FY 2022/23	FY 2022/23	Activity			FY 2021/22	% Change	
Acct. No.	Description	Adopted	Amended	During	Year to Date	% of Budget	Actual*	From Prior	
		Budget	Budget	February	Actual *			Year	
101	General Fund								
1100	City Council								
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,023	\$ 34,609	66.30%	\$ 34,146	1.36%	
502115	Unemployment Insurance	805	805	-	-	0.00%	-	**	
502120	Medicare/Fica	760	760	58	501	65.92%	495	1.21%	
502130	Other Benefit Charges	750	750	61	431	57.47%	576	-25.17%	
602100	Special Dept Expense	10,000	10,000	582	4,959	49.59%	6,501	-23.72%	
602110	Office Expense	2,000	2,000	277	908	45.40%	500	81.60%	
602115	Postage	-	-	-	-	**	3	-100.00%	
607100	Membership/Dues	37,695	37,695	6,975	33,992	90.18%	34,504	-1.48%	
607110	Travel/Conference/Meetings	11,000	12,505	4,479	7,764	62.09%	5,073	53.05%	
612115	Liability Insurance Charge	2,665	2,665	-	2,389	89.64%	2,920	-18.18%	
702100	Furniture-Office	20,000	15,275	-	-	0.00%	-	**	
1100	City Council Total	137,875	134,655	16,455	85,553	63.53%	84,718	0.99%	
1200	City Attorney								
608105	Professional Services	275,000	500,000	43,194	250,532	50.11%	138,690	80.64%	
1200	City Attorney Total	275,000	500,000	43,194	250,532	50.11%	138,690	80.64%	
1300	City Manager								
501110	Salaries-Regular	373,615	260,250	18,316	144,443	55.50%	179,869	-19.70%	
501115	Salaries-Overtime	-	-	-	9	**	149	-93.96%	
502100	Retirement	85,485	63,097	4,967	39,129	62.01%	44,682	-12.43%	
502105	Workers Comp Insurance	5,215	3,840	337	2,658	69.22%	3,561	-25.36%	
502110	Health/Life Insurance	42,460	22,830	2,049	14,195	62.18%	22,924	-38.08%	
502111	Medical In-Lieu Pay	-	-	4	161	**	425	-62.12%	
502115	Unemployment Insurance	360	200	7	331	165.50%	362	-8.56%	
502120	Medicare/Fica	4,945	3,365	257	2,021	60.06%	2,585	-21.82%	

* = Actual data is reported through February.

Administration - Shin-Heydorn
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
1300	City Manager, Continued							
502130	Other Benefit Charges	2,245	1,212	161	1,271	104.87%	1,583	-19.71%
602110	Office Expense	10,700	10,700	2,996	4,894	45.74%	3,477	40.75%
602115	Postage	250	250	-	55	22.00%	2	2650.00%
602120	Books/Periodicals	150	150	-	-	0.00%	-	**
607100	Membership/Dues	1,000	1,000	-	432	43.20%	926	-53.35%
607110	Travel/Conference/Meetings	5,600	4,500	37	1,398	31.07%	1,914	-26.96%
608105	Professional Services	48,000	48,000	-	28,000	58.33%	32,000	-12.50%
612105	Vehicle Replacement Charge	2,060	2,060	172	1,373	66.65%	467	194.00%
612115	Liability Insurance Charge	21,815	21,815	-	19,558	89.65%	23,485	-16.72%
1300	City Manager Total	603,900	443,269	29,303	259,928	58.64%	318,411	-18.37%
1400	City Clerk							
501110	Salaries-Regular	119,885	119,885	8,881	74,137	61.84%	67,015	10.63%
501115	Salaries-Overtime	-	-	-	45	**	224	-79.91%
502100	Retirement	38,960	38,960	3,119	25,485	65.41%	22,435	13.59%
502105	Workers Comp Insurance	1,780	1,780	163	1,364	76.63%	1,327	2.79%
502110	Health/Life Insurance	18,610	18,610	1,667	12,089	64.96%	11,566	4.52%
502111	Medical In-Lieu Pay	-	-	5	16	**	-	100.00%
502115	Unemployment Insurance	175	175	10	161	92.00%	177	-9.04%
502120	Medicare/Fica	1,670	1,670	124	1,039	62.22%	938	10.77%
502130	Other Benefit Charges	985	985	78	652	66.19%	590	10.51%
602110	Office Expense	2,250	2,250	886	1,938	86.13%	1,554	24.71%
602115	Postage	500	500	22	271	54.20%	268	1.12%
602120	Books/Periodicals	100	100	-	72	72.00%	66	9.09%
607100	Membership/Dues	1,130	1,130	-	415	36.73%	415	0.00%
607110	Travel/Conference/Meetings	750	750	-	-	0.00%	-	**

* = Actual data is reported through February.

Administration - Shin-Heydorn
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
1400	City Clerk, Continued							
607115	Training	2,500	2,500	819	836	33.44%	70	1094.29%
608105	Professional Services	6,000	6,000	11,590	1,802	30.03%	4,040	-55.40%
608140	Elections	40,000	42,865	-	-	0.00%	820	-100.00%
612105	Vehicle Replacement Charge	530	530	44	353	66.60%	387	-8.79%
612115	Liability Insurance Charge	6,055	6,055	-	5,428	89.64%	6,027	-9.94%
1400	City Clerk Total	241,880	244,745	27,408	126,103	51.52%	117,919	6.94%
1510	Information Technology							
501110	Salaries-Regular	87,950	87,950	6,514	55,778	63.42%	50,803	9.79%
501115	Salaries-Overtime	10,000	10,000	3,737	13,793	137.93%	3,644	278.51%
502100	Retirement Charges	28,020	28,020	2,288	19,239	68.66%	16,298	18.05%
502105	Workers Comp Insurance	1,250	1,250	120	1,051	84.08%	1,006	4.47%
502110	Health/Life Insurance	15,740	15,740	1,429	10,233	65.01%	9,727	5.20%
502115	Unemployment Insurance	160	160	-	150	93.75%	161	-6.83%
502120	Medicare/Fica	1,230	1,230	137	937	76.18%	722	29.78%
502130	Other Benefit Charges	805	805	57	503	62.48%	447	12.53%
602140	Materials & Supplies	30,000	13,000	905	5,102	39.25%	6,174	-17.36%
603105	Equipment Maintenance	50,000	92,342	18,809	58,706	63.57%	20,995	179.62%
604100	Communications	125,900	125,900	10,949	65,961	52.39%	54,441	21.16%
608100	Contractual Services	284,750	286,610	5,761	164,091	57.25%	170,418	-3.71%
612105	Vehicle Replacement Charge	5,555	5,555	463	3,703	66.66%	-	100.00%
612115	Liability Insurance Charge	4,435	4,435	-	3,976	89.65%	4,416	-9.96%
701050	Computer Software	37,340	17,213	-	17,213	100.00%	1,118	1439.62%
1510	Information Technology Total	683,135	690,210	51,169	420,436	60.91%	340,370	23.52%
TOTAL ADMINISTRATION-SHIN-HEYDORN		\$ 1,941,790	\$ 2,012,879	\$ 167,529	\$ 1,142,552	56.76%	\$ 1,000,108	14.24%

* = Actual data is reported through February.

Administration - Guzman
February 2023 General Fund Expenditures (67% of year)

		FY 2022/23						% Change	
		FY 2022/23	FY 2022/23				FY 2021/22	% Change	
Acct. No.	Description	Adopted	Amended	Activity During	Year to Date	% of Budget	Actual*	From Prior	
		Budget	Budget	February	Actual *			Year	
101	General Fund								
1410	Personnel/Risk Management								
501110	Salaries-Regular	\$ 112,130	\$ 156,565	\$ 8,044	\$ 67,832	43.33%	\$ 57,534	17.90%	
501115	Salaries-Overtime	-	-	-	-	**	244	-100.00%	
502100	Retirement	24,615	27,965	1,989	16,471	58.90%	13,187	24.90%	
502105	Workers Comp Insurance	1,600	1,600	148	1,248	78.00%	1,139	9.57%	
502110	Health/Life Insurance	15,740	15,740	1,426	10,272	65.26%	8,904	15.36%	
502111	Medical In-Lieu Pay	-	-	-	-	**	500	-100.00%	
502115	Unemployment Insurance	160	160	-	146	91.25%	161	-9.32%	
502120	Medicare/FICA	1,550	2,195	112	952	43.37%	831	14.56%	
502130	Other Benefit Charges	965	1,125	71	597	53.07%	506	17.98%	
602110	Office Expense	1,400	1,400	110	878	62.71%	33	2560.61%	
602115	Postage	200	200	22	112	56.00%	100	12.00%	
607100	Membership/Dues	725	725	-	400	55.17%	475	-15.79%	
607110	Travel/Conference/Meetings	2,000	2,000	-	-	0.00%	350	-100.00%	
607115	Training	6,000	4,060	-	308	7.59%	(140)	-320.00%	
607120	Education Reimbursement Program	10,000	10,000	180	3,305	33.05%	625	428.80%	
608105	Professional Services	10,000	10,000	1,647	8,725	87.25%	6,273	39.09%	
608125	Advertising/ Business Dev't	2,200	2,200	-	725	32.95%	2,542	-71.48%	
609125	Employee/Volunteer Recognition	12,000	12,000	3,217	9,674	80.62%	9,005	7.43%	
612105	Vehicle Replacement Charge	495	495	41	330	66.67%	407	-18.92%	
612115	Liability Insurance Charge	5,655	5,655	-	5,070	89.66%	4,993	1.54%	
701105	Equipment-General	-	2,340	2,338	2,338	99.91%	-	100.00%	
702100	Office Furniture	-	700	-	-	0.00%	-	**	
TOTAL ADMINISTRATION-GUZMAN		\$ 207,435	\$ 257,125	\$ 19,345	\$ 129,383	50.32%	\$ 107,669	20.17%	

* = Actual data is reported through February.

Finance-Bannigan
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23		FY 2022/23		FY 2022/23		% of Budget	FY 2021/22	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During February	Year to Date Actual *			
101	General Fund									
1500	Finance									
501110	Salaries-Regular	\$ 510,195	\$	495,195	\$	36,772	\$ 289,581	58.48%	\$ 278,499	3.98%
501115	Salaries-Overtime	500		500		-	385	77.00%	129	198.45%
501120	Salaries-Part Time	69,350		64,350		4,147	30,149	46.85%	26,919	12.00%
502100	Retirement	130,660		130,660		9,789	77,986	59.69%	74,497	4.68%
502105	Workers Comp Insurance	8,470		8,470		753	5,884	69.47%	6,047	-2.70%
502110	Health/Life Insurance	49,700		49,700		4,420	31,615	63.61%	30,100	5.03%
502111	Medical In-Lieu Pay	4,350		4,350		454	2,637	60.62%	3,993	-33.96%
502115	Unemployment Insurance	1,200		1,200		126	1,085	90.42%	872	24.43%
502120	Medicare/FICA	8,040		8,040		508	3,946	49.08%	3,806	3.68%
502130	Other Benefit Charges	4,875		4,875		326	2,564	52.59%	2,464	4.06%
602110	Office Expense	8,000		7,925		809	1,715	21.64%	1,103	55.49%
602115	Postage	5,000		5,000		203	1,582	31.64%	2,521	-37.25%
602120	Books/Periodicals	450		150		-	65	43.33%	112	-41.96%
607100	Membership/Dues	795		995		150	995	100.00%	302	229.47%
607110	Travel/Conference/Meetings	4,500		5,700		2,074	3,318	58.21%	1,953	69.89%
607115	Training	1,700		3,010		95	1,919	63.75%	410	368.05%
608105	Professional Services	107,500		113,175		4,854	48,131	42.53%	50,650	-4.97%
608107	Financial Services	17,600		17,600		1,060	11,162	63.42%	6,669	67.37%
608130	Temporary Help	-		16,435		696	11,242	68.40%	-	100.00%
611116	Payment to Other Agencies	1,900		1,900		-	537	28.26%	587	-8.52%
612105	Vehicle Replacement Charge	3,105		3,105		259	2,070	66.67%	813	154.61%
612115	Liability Insurance Charge	32,885		32,885		-	29,482	89.65%	27,657	6.60%
701100	Equipment-Office	-		630		-	-	0.00%	-	**

* = Actual data is reported through February.

Finance-Bannigan
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *			
1500	Finance, Continued							
702100	Furniture-Office	-	600	130	130	21.67%	-	100.00%
1500	Finance Total	970,775	976,450	67,625	558,180	57.16%	520,103	7.32%
1600	Non-Departmental							
602100	Special Dept Expense	-	-	-	-	**	446	-100.00%
610235	Economic Development Loan Repayment	125,000	350,000	-	68,180	19.48%	-	100.00%
611105	Revenue Sharing-City of Anaheim	40,000	40,000	-	-	0.00%	-	**
1600	Non-Departmental Total	165,000	390,000	-	68,180	17.48%	446	15187.00%
101	GENERAL FUND TOTAL	\$ 1,135,775	\$ 1,366,450	\$ 67,625	\$ 626,360	45.84%	\$ 520,549	20.33%
102	General Fund (Transactions & Use Tax)							
1500	Finance							
608105	Professional Services	6,300	6,300	-	300	4.76%	-	100.00%
1500	Finance Total	6,300	6,300	-	300	4.76%	-	100.00%
1600	Non-Departmental							
610235	Economic Development Loan Repayment	150,000	-	-	-	**	-	**
1600	Non-Departmental Total	150,000	-	-	-	**	-	**
102	TRANSACTIONS AND USE TAX TOTAL	\$ 156,300	\$ 6,300	\$ -	\$ 300	4.76%	\$ -	100.00%
	TOTAL FINANCE	\$ 1,292,075	\$ 1,372,750	\$ 67,625	\$ 626,660	45.65%	\$ 520,549	20.38%

* = Actual data is reported through February.

Public Safety-Wren
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23		FY 2022/23		FY 2022/23		FY 2021/22	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During February	Year to Date Actual *	Actual*	
101	General Fund								
1520	Emergency Services								
602140	Materials & Supplies	\$ 5,000		\$ 5,000		\$ -	\$ -	\$ 55	-100.00%
608105	Professional Services	-		4,175		2,695	4,175	41,552	-89.95%
1520	Emergency Services	5,000		9,175		2,695	4,175	41,607	-89.97%
2100	Law Enforcement								
602100	Special Dept Expense	1,500		4,000		760	3,635	-	100.00%
602110	Office Expense	4,000		3,000		75	2,068	1,466	41.06%
602145	Gas/Oil/Lube	3,000		1,500		189	779	388	100.77%
604100	Communications	39,100		39,100		10,933	28,840	23,021	25.28%
608100	Contractual Services	18,155		18,155		1,513	12,104	12,232	-1.05%
608160	O.C.S.D. Contract	9,151,370		8,772,770		762,614	6,089,923	5,593,919	8.87%
612105	Vehicle Replacement Charge	5,555		5,555		463	3,703	5,800	-36.16%
2100	Law Enforcement Total	9,222,680		8,844,080		776,547	6,141,052	5,636,826	8.95%
2200	Fire Protection								
602100	Special Department Expense	43,000		43,000		-	22,523	20,557	9.56%
608185	O.C.F.A. Contract	3,463,190		3,163,190		-	1,725,141	1,855,286	-7.01%
2200	Fire Protection Total	3,506,190		3,206,190		-	1,747,664	1,875,843	-6.83%
2230	Ambulance Services								
608190	Contractual Ambulance Svcs	2,500		2,500		455	1,085	400	171.25%
2230	Ambulance Services Total	2,500		2,500		455	1,085	400	171.25%
2300	Homeless Prevention								
610230	North SPA Navigation Center Cost Share	-		43,935		-	-	-	**
2300	Homeless Total	-		43,935		-	-	-	**
2400	Animal Control Services								
608170	Animal Control Services	200,965		200,965		-	64,827	143,546	-54.84%
2400	Animal Control Services Total	200,965		200,965		-	64,827	143,546	-54.84%

* = Actual data is reported through February.

Public Safety-Wren
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *			
2500	Public Safety-Other							
501110	Salaries-Regular	66,015	100,130	4,848	36,864	36.82%	37,324	-1.23%
502100	Retirement Charges	14,530	25,455	1,242	9,450	37.12%	7,911	19.45%
502105	Workers Comp Insurance	895	1,395	89	678	48.60%	647	4.79%
502110	Health/Life Insurance	45	4,830	35	264	5.47%	262	0.76%
502111	Medical In-Lieu Pay	2,100	2,100	175	1,313	62.52%	1,138	15.38%
502115	Unemployment Insurance	55	135	-	56	41.48%	56	0.00%
502120	Medicare/FICA	890	1,360	73	554	40.74%	490	13.06%
502130	Other Benefit Charges	385	695	43	324	46.62%	288	12.50%
602100	Special Department Expense	-	-	-	37	**	100	-63.00%
602110	Office Expense	1,200	1,200	27	656	54.67%	759	-13.57%
602115	Postage	250	250	-	-	0.00%	1	-100.00%
602130	Clothing	4,500	5,200	49	2,167	41.67%	-	100.00%
602135	Safety Equipment	-	-	-	-	**	876	-100.00%
602140	Materials & Supplies	-	-	-	-	**	64	-100.00%
607115	Training	700	-	-	-	**	41	-100.00%
608100	Contractual Services	4,680	4,680	-	4,678	99.96%	4,678	0.00%
612115	Liability Insurance Charge	21,065	21,065	-	18,885	89.65%	24,088	-21.60%
2500	Public Safety-Other Total	117,310	168,495	6,581	75,926	45.06%	78,723	-3.55%
4300	Parking Control							
501110	Salaries-Regular	131,575	128,155	6,053	79,057	61.69%	85,977	-8.05%
502115	Salaries-Overtime	100	100	-	50	50.00%	33	51.52%
501120	Salaries-Part Time	14,250	14,250	1,123	8,870	62.25%	8,582	3.36%
502100	Retirement	40,415	40,135	1,937	24,940	62.14%	25,803	-3.34%
502105	Workers Comp Insurance	2,135	2,135	132	1,641	76.86%	1,872	-12.34%
502110	Health/Life Insurance	7,980	7,245	728	5,255	72.53%	8,307	-36.74%
502111	Medical In-Lieu Pay	4,140	4,140	98	2,339	56.50%	2,648	-11.67%

* = Actual data is reported through February.

Public Safety-Wren
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *			
4300	Parking Control, Continued							
502115	Unemployment Insurance	300	300	21	239	79.67%	350	-31.71%
502120	Medicare/FICA	2,075	2,020	104	1,296	64.16%	1,396	-7.16%
502130	Other Benefit Charges	1,290	245	54	701	286.12%	761	-7.88%
602110	Office Expense	4,500	4,500	1,033	1,040	23.11%	5,302	-80.38%
602115	Postage	500	500	9	109	21.80%	141	-22.70%
602130	Clothing	-	-	-	-	**	410	-100.00%
604100	Communications	660	660	-	256	38.79%	310	-17.42%
608105	Professional Services	30,000	30,000	1,260	11,254	37.51%	17,734	-36.54%
612105	Vehicle Replacement Charge	6,665	6,665	555	4,443	66.66%	4,733	-6.13%
4300	Parking Control Total	246,585	241,050	13,107	141,490	58.70%	164,359	-13.91%
6200	Code Enforcement							
501110	Salaries-Regular	406,370	398,535	29,797	241,233	60.53%	197,819	21.95%
502115	Salaries-Overtime	100	480	-	478	99.58%	14	3314.29%
501120	Salaries-Part Time	14,250	14,250	1,123	8,870	62.25%	8,582	3.36%
502100	Retirement	107,805	107,310	8,331	68,392	63.73%	55,653	22.89%
502105	Workers Comp Insurance	6,150	6,150	569	4,602	74.83%	4,087	12.60%
502110	Health/Life Insurance	46,385	45,090	3,364	26,206	58.12%	26,475	-1.02%
502111	Medical In-Lieu Pay	4,560	4,560	276	2,751	60.33%	2,665	3.23%
502115	Unemployment Insurance	775	775	104	658	84.90%	664	-0.90%
502120	Medicare/FICA	5,865	5,770	450	3,633	62.96%	2,970	22.32%
502130	Other Benefit Charges	3,590	3,520	263	2,127	60.43%	1,745	21.89%
602110	Office Expense	1,500	1,500	-	1,761	117.40%	-	100.00%
602115	Postage	1,000	1,000	119	432	43.20%	343	25.95%
602160	Code Enforcement Equipment	6,000	6,000	-	-	0.00%	3,075	-100.00%
603105	Equipment Maintenance	1,000	1,000	-	-	0.00%	-	**
607100	Membership/Dues	570	570	-	500	87.72%	380	31.58%

* = Actual data is reported through February.

Public Safety-Wren
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *			
6200	Code Enforcement, Continued							
607115	Training	1,000	1,000	-	425	42.50%	250	70.00%
608100	Contractual Services	4,000	4,000	315	2,205	55.13%	2,205	0.00%
608105	Professional Services	5,000	5,000	157	1,498	29.96%	2,166	-30.84%
612105	Vehicle Replacement Charge	21,110	21,110	1,759	14,073	66.67%	6,040	133.00%
6200	Code Enforcement Total	637,030	627,620	46,627	379,844	60.52%	315,133	20.53%
101	GENERAL FUND TOTAL	\$ 13,938,260	\$ 13,344,010	\$ 846,012	\$ 8,556,063	64.12%	\$ 8,256,437	3.63%
102	General Fund (Transactions & Use Tax)							
2100	Law Enforcement							
608160	O.C.S.D. Contract	3,848,700	4,227,300	320,725	2,565,800	60.70%	2,405,434	6.67%
2100	Law Enforcement Total	3,848,700	4,227,300	320,725	2,565,800	60.70%	2,405,434	6.67%
2200	Fire Protection							
608185	O.C.F.A. Contract	1,800,000	2,100,000	-	906,437	43.16%	711,489	27.40%
2200	Fire Protection Total	1,800,000	2,100,000	-	906,437	43.16%	711,489	27.40%
102	TRANSACTIONS AND USE TAX TOTAL	\$ 5,648,700	\$ 6,327,300	\$ 320,725	\$ 3,472,237	54.88%	\$ 3,116,923	11.40%
	TOTAL PUBLIC SAFETY	\$ 19,586,960	\$ 19,671,310	\$ 1,166,737	\$ 12,028,300	61.15%	\$ 11,373,360	5.76%

* = Actual data is reported through February.

Public Works-Rangel
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23							% Change From Prior Year
		FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	Activity During February	Year to Date Actual *	% of Budget	FY 2021/22 Actual*		
101	General Fund								
3000	Public Works Administration								
501110	Salaries-Regular	\$ 362,485	\$ 381,400	\$ 26,112	\$ 213,038	55.86%	\$ 167,594	27.12%	
501120	Salaries-Part Time	20,430	20,430	1,109	9,307	45.56%	10,019	-7.11%	
502100	Retirement Charges	82,100	83,410	6,682	52,999	63.54%	40,502	30.86%	
502105	Workers Comp Insurance	5,455	5,455	501	4,037	74.01%	3,517	14.79%	
502110	Health/Life Insurance	30,250	33,680	4,312	28,600	84.92%	17,409	64.28%	
502111	Medical In-Lieu Pay	6,000	6,000	-	875	14.58%	3,400	-74.26%	
502115	Unemployment Insurance	645	645	65	808	125.27%	745	8.46%	
502120	Medicare/FICA	5,260	5,505	384	3,165	57.49%	2,577	22.82%	
502130	Other Benefit Charges	2,945	4,940	230	1,878	38.02%	1,480	26.89%	
602110	Office Expense	2,000	2,000	-	472	23.60%	-	100.00%	
602115	Postage	100	100	1	121	121.00%	1	12000.00%	
602120	Books/Periodicals	200	200	-	-	0.00%	-	**	
607100	Membership/Dues	750	1,135	1,083	1,133	99.82%	-	100.00%	
607110	Travel/Conference/Meetings	1,300	2,300	50	706	30.70%	552	27.90%	
607115	Training	1,000	615	-	-	0.00%	-	**	
608130	Temporary Staffing	-	-	-	-	**	16,480	-100.00%	
612105	Vehicle Replacement Charge	5,555	5,555	463	3,703	66.66%	-	100.00%	
612115	Liability Insurance Charge	34,375	34,375	-	30,818	89.65%	32,671	-5.67%	
3000	Public Works Administration Total	560,850	587,745	40,992	351,660	59.83%	296,947	18.43%	
3100	Engineering								
501110	Salaries-Regular	58,380	58,380	4,637	39,153	67.07%	21,319	83.65%	
501115	Salaries-Overtime	300	10,300	579	10,832	105.17%	-	100.00%	
502100	Retirement	13,730	13,730	1,163	9,939	72.39%	4,387	126.56%	
502105	Workers Comp Insurance	885	885	85	736	83.16%	422	74.41%	

* = Actual data is reported through February.

Public Works-Rangel
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
3100	Engineering, Continued							
502110	Health/Life Insurance	8,240	8,240	630	4,997	60.64%	2,148	132.64%
502111	Medical In-Lieu Pay	-	-	11	124	**	-	100.00%
502115	Unemployment Insurance	105	105	7	120	114.29%	161	-25.47%
502120	Medicare/FICA	835	835	76	725	86.83%	305	137.70%
502130	Other Benefit Charges	535	535	41	352	65.79%	188	87.23%
602110	Office Expense	-	-	-	-	**	76	-100.00%
602115	Postage	-	-	-	-	**	15	-100.00%
602120	Books/Periodicals	-	-	-	159	**	-	100.00%
602130	Clothing	-	-	-	54	**	-	100.00%
602140	Materials & Supplies	2,500	2,500	-	-	0.00%	634	-100.00%
607100	Membership/Dues	950	950	350	350	36.84%	900	-61.11%
607110	Travel/Conference/Meetings	-	-	-	-	**	111	-100.00%
608110	Engineering Services	129,240	138,625	2,141	78,697	56.77%	15,987	392.26%
608115	Inspection Services	-	15,000	960	960	6.40%	-	100.00%
608120	Plan Checking Services	33,300	18,300	-	-	0.00%	1,548	-100.00%
608135	Microfilming	3,000	3,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	6,665	6,665	555	4,443	66.66%	453	89.80%
3100	Engineering Total	258,665	278,050	11,235	151,641	54.54%	48,654	211.67%
3200	Public Facilities							
501110	Salaries-Regular	23,510	59,035	4,423	43,784	74.17%	38,198	14.62%
501115	Salaries-Overtime	2,000	2,000	177	1,124	56.20%	491	128.92%
502100	Retirement	5,310	13,420	1,093	10,845	80.81%	8,914	21.66%
502105	Workers Comp Insurance	345	875	81	809	92.46%	756	7.01%
502110	Health/Life Insurance	4,790	12,025	706	5,720	47.57%	5,046	13.36%
502115	Unemployment Insurance	80	205	27	96	46.83%	223	-56.95%

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Public Works-Rangel
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
3200	Public Facilities, Continued							
502120	Medicare/FICA	330	825	67	651	78.91%	561	16.04%
502130	Other Benefit Charges	220	375	39	387	103.20%	336	15.18%
602100	Special Dept Expense	7,885	7,885	398	1,511	19.16%	997	51.55%
602110	Office Expense	1,100	1,100	73	211	19.18%	-	100.00%
602130	Clothing	5,625	5,625	20	2,451	43.57%	1,717	42.75%
602135	Safety Equipment	500	500	-	129	25.80%	107	20.56%
602140	Materials & Supplies	8,000	8,000	358	4,353	54.41%	2,309	88.52%
603105	Equipment Maintenance	-	18,870	-	18,868	99.99%	-	100.00%
603110	Building Maintenance	129,740	132,945	8,469	64,453	48.48%	46,630	38.22%
604100	Communications	40,000	40,000	447	3,906	9.77%	3,481	12.21%
604105	Utilities	170,000	170,000	10,132	112,486	66.17%	96,887	16.10%
608100	Contractual Services	165,800	162,600	6,951	89,274	54.90%	42,450	110.30%
611110	O.C. Sanitation District User Fee	14,700	14,700	-	13,801	93.88%	13,985	-1.32%
612105	Vehicle Replacement Charge	36,105	36,105	3,009	24,070	66.67%	2,440	886.48%
701105	Equipment-General	200,000	144,060	-	119,057	82.64%	-	100.00%
704100	Equipment-General	-	39,865	-	14,862	37.28%	-	100.00%
3200	Public Facilities Total	816,040	871,015	36,470	532,848	61.18%	265,528	100.67%
3300	Crossing Guard							
608175	Crossing Guard Services	45,165	45,165	4,802	26,546	58.78%	20,631	28.67%
3300	Crossing Guard Total	45,165	45,165	4,802	26,546	58.78%	20,631	28.67%
3400	Parks Maintenance							
501110	Salaries-Regular	85,165	71,160	7,277	48,782	68.55%	43,328	12.59%
501115	Salaries-Overtime	3,000	3,000	-	1,265	42.17%	2,269	-44.25%
502100	Retirement	18,700	15,600	1,657	11,926	76.45%	10,076	18.36%
502105	Workers Comp Insurance	1,220	1,020	134	902	88.43%	858	5.13%

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Public Works-Rangel
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
3400	Parks Maintenance, Continued							
502110	Health/Life Insurance	11,055	8,200	1,126	7,378	89.98%	7,203	2.43%
502111	Medical In-Lieu Pay	840	840	70	525	62.50%	542	-3.14%
502115	Unemployment Insurance	220	175	49	161	92.00%	229	-29.69%
502120	Medicare/Fica	1,160	965	107	733	75.96%	669	9.57%
502130	Other Benefit Charges	760	505	64	432	85.54%	381	13.39%
602100	Special Dept Expense	7,000	7,000	343	3,031	43.30%	595	409.41%
603105	Equipment Maintenance	17,000	17,000	145	6,127	36.04%	8,817	-30.51%
604105	Utilities	180,000	180,000	6,375	102,648	57.03%	100,603	2.03%
605100	Land Lease	5,000	5,000	-	2,661	53.22%	5,834	-54.39%
608100	Contractual Services	126,100	126,100	6,743	44,750	35.49%	61,332	-27.04%
612105	Vehicle Replacement Charge	8,890	8,890	741	5,927	66.67%	2,970	99.56%
3400	Parks Maintenance Total	466,110	445,455	24,831	237,248	53.26%	245,706	-3.44%
3500	Street Maintenance							
501110	Salaries-Regular	114,550	84,580	5,345	45,443	53.73%	60,205	-24.52%
501115	Salaries-Overtime	6,000	6,000	45	2,008	33.47%	2,972	-32.44%
502100	Retirement	26,235	19,710	1,278	11,216	56.91%	13,915	-19.40%
502105	Workers Comp Insurance	1,705	1,290	98	844	65.43%	1,192	-29.19%
502110	Health/Life Insurance	14,455	8,330	716	6,623	79.51%	10,271	-35.52%
502111	Medical In-Lieu Pay	2,310	2,310	193	1,444	62.51%	1,492	-3.22%
502115	Unemployment Insurance	330	235	42	179	76.17%	384	-53.39%
502120	Medicare/FICA	1,650	1,230	81	708	57.56%	937	-24.44%
502130	Other Benefit Charges	1,070	280	47	404	144.29%	530	-23.77%
602100	Special Dept Expense	3,000	3,000	1,788	1,788	59.60%	-	100.00%
602125	Small Tools	4,000	4,000	-	60	1.50%	-	100.00%
602140	Materials & Supplies	65,000	65,000	4,773	25,295	38.92%	15,945	58.64%

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Public Works-Rangel
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
3500	Street Maintenance, Continued							
603105	Equipment Maintenance	2,000	2,000	-	137	6.85%	999	-86.29%
608100	Contractual Services	195,000	195,000	14,324	114,720	58.83%	108,946	5.30%
612105	Vehicle Replacement Charge	10,830	10,830	903	7,220	66.67%	12,153	-40.59%
710190	Pavement Maintenance	60,000	60,000	317	31,487	52.48%	1,396	2155.52%
3500	Street Maintenance Total	508,135	463,795	29,950	249,576	53.81%	231,337	7.88%
3600	Storm Drain Maintenance							
603100	Emergency Maintenance Services	10,000	10,000	1,629	2,121	21.21%	-	100.00%
608100	Contractual Services	-	500	500	500	100.00%	-	100.00%
608155	Storm Water Monitor Program	119,860	119,860	37,941	112,833	94.14%	75,276	49.89%
3600	Storm Drain Maintenance Total	129,860	130,360	40,070	115,454	88.57%	75,276	53.37%
6300	Graffiti Abatement							
501110	Salaries-Regular	41,815	43,995	2,652	18,549	42.16%	5,009	270.31%
501115	Salaries-Overtime	8,000	8,000	746	5,599	69.99%	890	529.10%
502100	Retirement Charges	9,410	10,480	646	4,684	44.69%	1,147	308.37%
502105	Workers Comp Insurance	615	700	49	354	50.57%	99	257.58%
502110	Health/Life Insurance	8,145	8,730	122	3,127	35.82%	1,228	154.64%
502115	Unemployment Insurance	135	155	27	93	60.00%	54	72.22%
502120	Medicare/FICA	585	625	49	350	56.00%	85	311.76%
502130	Other Benefit Charges	390	415	23	169	40.72%	44	284.09%
602140	Materials & Supplies	25,000	25,000	2,450	13,374	53.50%	9,828	36.08%
603105	Equipment Maintenance	6,000	6,000	-	-	0.00%	1,001	-100.00%
612105	Vehicle Replacement Charge	10,275	10,275	856	6,850	66.67%	9,200	-25.54%
6300	Graffiti Abatement Total	110,370	114,375	7,620	53,149	46.47%	28,585	85.93%
TOTAL PUBLIC WORKS		\$ 2,895,195	\$ 2,935,960	\$ 195,970	\$ 1,718,122	58.52%	\$ 1,212,664	41.68%

* = Actual data is reported through February.

**Community Development-Landavazo
February 2023 General Fund Expenditures (67% of year)**

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *			
101	General Fund							
4000	Community Development Administration							
501110	Salaries-Regular	\$ 189,955	\$ 158,550	\$ 1,264	\$ 90,992	57.39%	\$ 102,602	-11.32%
501115	Salaries-Overtime	-	15	-	12	**	187	-93.58%
502100	Retirement Charges	43,370	36,750	444	22,588	61.46%	24,367	-7.30%
502105	Workers Comp Insurance	2,845	2,415	23	1,674	69.32%	2,032	-17.62%
502110	Health/Life Insurance	8,680	8,615	213	4,897	56.84%	8,243	-40.59%
502111	Medical In-Lieu Pay	-	-	4	13	**	-	100.00%
502115	Unemployment Insurance	225	145	9	35	24.14%	185	-81.08%
502120	Medicare/FICA	2,675	2,260	18	1,292	57.17%	1,459	-11.45%
502130	Other Benefit Charges	1,260	985	11	801	81.32%	903	-11.30%
602110	Office Expense	1,000	1,000	128	694	69.40%	928	-25.22%
602120	Books/Periodicals	1,200	980	-	14	1.43%	178	-92.13%
607100	Membership/Dues	1,600	1,600	-	-	0.00%	969	-100.00%
607110	Travel/Conference/Meetings	-	-	-	-	**	22	-100.00%
607115	Training	1,200	1,200	-	-	0.00%	289	-100.00%
612105	Vehicle Replacement Charge	965	965	80	643	66.63%	-	100.00%
612115	Liability Insurance Charge	53,940	53,940	-	48,358	89.65%	45,281	6.80%
702100	Office Furniture	-	220,000	-	217	98.64%	-	100.00%
4000	Community Development Administration Total	308,915	269,640	2,194	172,230	63.87%	187,645	-8.21%
4100	Planning							
501110	Salaries-Regular	302,790	287,385	16,387	116,484	40.53%	127,897	-8.92%
501115	Salaries-Overtime	1,200	1,185	35	195	16.46%	695	-71.94%
501125	Salaries-Appointed	9,000	9,000	692	5,331	59.23%	5,885	-9.41%
502100	Retirement	72,645	69,290	4,051	28,807	41.57%	29,427	-2.11%
502105	Workers Comp Insurance	4,630	4,630	302	2,145	46.33%	2,532	-15.28%
502110	Health/Life Insurance	61,270	58,280	2,374	15,920	27.32%	15,074	5.61%

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**Community Development-Landavazo
February 2023 General Fund Expenditures (67% of year)**

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *			
4100	Planning, Continued							
502111	Medical In-Lieu Pay	-	-	-	450	**	-	100.00%
502115	Unemployment Insurance	770	770	63	518	67.27%	349	48.42%
502120	Medicare/FICA	4,475	4,260	247	1,763	41.38%	1,947	-9.45%
502130	Other Benefit Charges	3,510	3,340	144	1,026	30.72%	1,125	-8.80%
602110	Office Expense	-	885	54	85	9.60%	49	73.47%
602115	Postage	750	750	72	(79)	-10.53%	146	-154.11%
602140	Materials & Supplies	1,000	115	-	115	100.00%	-	100.00%
607100	Membership/Dues	2,500	2,500	-	-	0.00%	721	-100.00%
607110	Travel/Conference/Meetings	8,200	8,200	-	1,028	12.54%	114	801.75%
607115	Training	3,050	3,050	-	-	0.00%	-	**
608100	Contractual Services	4,000	4,000	-	-	0.00%	1,706	-100.00%
608105	Professional Services	25,000	277,915	(8,570)	11,083	3.99%	121,042	-90.84%
608135	Microfilming	5,000	5,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	1,870	1,870	156	1,247	66.68%	407	206.39%
4100	Planning Total	511,660	742,425	16,007	186,118	25.07%	309,116	-39.79%
4200	Building Regulation							
501110	Salaries-Regular	260,695	35,950	-	12,958	36.04%	30,379	-57.35%
502100	Retirement	62,630	8,110	-	3,008	37.09%	7,100	-57.63%
502105	Workers Comp Insurance	3,970	540	-	238	44.07%	602	-60.47%
502110	Health/Life Insurance	48,910	4,615	-	1,852	40.13%	5,623	-67.06%
502111	Medical In-Lieu Pay	-	-	-	66	**	242	-72.73%
502115	Unemployment Insurance	485	165	-	-	0.00%	265	-100.00%
502120	Medicare/FICA	3,730	510	-	189	37.06%	444	-57.43%
502130	Other Benefit Charges	2,310	265	-	114	43.02%	267	-57.30%
602110	Office Expense	500	500	87	95	19.00%	83	14.46%
602115	Postage	700	700	11	82	11.71%	13	530.77%

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**Community Development-Landavazo
February 2023 General Fund Expenditures (67% of year)**

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *			
4200	Building Regulation, Continued							
602120	Books/Periodicals	1,000	1,000	-	-	0.00%	-	**
607100	Membership/Dues	1,200	1,200	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	500	500	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	-	0.00%	-	**
608115	Inspection Services	50,000	224,740	-	-	0.00%	233,479	-100.00%
608120	Plan Checking Services	70,000	70,000	-	-	0.00%	-	**
608130	Temporary Help	-	157,835	-	-	0.00%	-	**
608135	Microfilming	4,000	4,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	2,250	2,250	-	317	14.09%	362	-12.43%
612105	Vehicle Replacement Charge	11,110	11,110	926	7,407	66.67%	-	100.00%
4200	Building Regulation Total	524,990	524,990	1,024	26,326	5.01%	278,859	-90.56%
4400	Economic Development							
607100	Membership/Dues	2,000	2,000	-	570	28.50%	570	0.00%
607110	Travel/Conference/Meetings	-	140	-	137	97.86%	-	100.00%
607115	Training	2,500	2,360	-	-	0.00%	-	**
608100	Contractual Services	2,250	2,250	-	-	0.00%	-	**
608145	Information Technology	18,750	18,750	-	-	0.00%	-	**
609100	Special Events	12,300	12,300	-	-	0.00%	-	**
4400	Economic Development	37,800	37,800	-	707	1.87%	570	24.04%
101	GENERAL FUND TOTAL	\$ 1,383,365	\$ 1,574,855	\$ 19,225	\$ 385,381	24.47%	\$ 776,190	-50.35%
102	General Fund (Transactions & Use Tax)							
4100	Planning							
608105	Professional Services	-	-	-	-	**	5,310	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ -	\$ -	\$ -	**	\$ 5,310	-100.00%
	TOTAL COMMUNITY DEVELOPMENT	\$ 1,383,365	\$ 1,574,855	\$ 19,225	\$ 385,381	24.47%	\$ 781,500	-50.69%

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Community Service - Bobadilla
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
101	General Fund							
5000	Public Information Office							
501110	Salaries-Regular	\$ 93,255	\$ 86,465	\$ 6,073	\$ 47,406	54.83%	\$ 45,342	4.55%
502100	Retirement Charges	22,025	20,400	1,501	11,719	57.45%	10,487	11.75%
502105	Workers Comp Insurance	1,400	1,400	112	872	62.29%	898	-2.90%
502110	Health/Life Insurance	22,065	20,440	277	2,006	9.81%	6,569	-69.46%
502111	Medical In-Lieu Pay	-	-	350	2,625	**	-	100.00%
502115	Unemployment Insurance	200	200	46	289	144.50%	174	66.09%
502120	Medicare/FICA	1,320	1,225	93	726	59.27%	657	10.50%
502130	Other Benefit Charges	860	780	53	417	53.46%	399	4.51%
602113	Social Media	2,750	2,750	108	2,650	96.36%	1,315	101.52%
607100	Membership/Dues	-	-	-	-	**	252	-100.00%
5000	Public Information Office	143,875	133,660	8,613	68,710	51.41%	66,093	3.96%
5100	Community Services Administration							
501110	Salaries-Regular	323,640	323,640	23,513	178,419	55.13%	163,980	8.81%
501120	Salaries-Part Time	-	-	-	2,180	**	2,171	0.41%
502100	Retirement	78,065	78,065	6,440	48,816	62.53%	42,829	13.98%
502105	Workers Comp Insurance	4,510	4,510	433	3,354	74.37%	3,290	1.95%
502110	Health/Life Insurance	26,980	26,980	2,507	17,303	64.13%	17,328	-0.14%
502111	Medical In-Lieu Pay	6,000	6,000	500	3,563	59.38%	4,125	-13.62%
502115	Unemployment Insurance	445	445	37	413	92.81%	450	-8.22%
502120	Medicare/FICA	4,420	4,420	335	2,564	58.01%	2,351	9.06%
502130	Other Benefit Charges	2,430	2,430	207	1,572	64.69%	1,444	8.86%
602100	Special Dept Expense	9,700	12,900	1,375	7,500	58.14%	74,749	-89.97%
602110	Office Expense	3,185	3,185	94	2,480	77.86%	1,903	30.32%
602115	Postage	400	400	-	489	122.25%	367	33.24%
603110	Building Maintenance	10,485	15,485	450	5,950	38.42%	1,575	277.78%

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Community Service - Bobadilla
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
5100	Community Services Administration, Continued							
607100	Membership/Dues	550	550	-	55	10.00%	892	-93.83%
607115	Training	6,150	6,150	-	4,409	71.69%	295	1394.58%
609100	Special Events	17,900	20,900	-	14,534	69.54%	12,413	17.09%
612105	Vehicle Replacement Charge	12,945	12,945	1,079	8,630	66.67%	5,230	65.01%
612115	Liability Insurance Charge	75,215	75,215	-	67,432	89.65%	50,693	33.02%
5100	Community Services Administration Total	583,020	594,220	36,970	369,663	62.21%	386,085	-4.25%
5200	Community Center Operations							
501110	Salaries-Regular	36,385	36,385	2,742	17,248	47.40%	16,290	5.88%
501115	Salaries-Overtime	-	-	-	-	**	164	-100.00%
501120	Salaries-Part Time	115,220	115,220	2,374	28,038	24.33%	19,529	43.57%
502100	Retirement	17,560	17,560	912	6,344	36.13%	4,319	46.89%
502105	Workers Comp Insurance	2,200	2,200	94	833	37.86%	709	17.49%
502110	Health/Life Insurance	4,785	4,785	436	2,854	59.64%	2,546	12.10%
502111	Medical In-Lieu Pay	2,700	2,700	162	1,636	60.59%	1,875	-12.75%
502115	Unemployment Insurance	805	805	61	209	25.96%	229	-8.73%
502120	Medicare/FICA	2,130	2,130	77	680	31.92%	549	23.86%
502130	Other Benefit Charges	1,925	1,925	25	166	8.62%	153	8.50%
602100	Special Dept Expense	4,000	4,000	34	2,675	66.88%	2,726	-1.87%
602110	Office Expense	1,000	1,000	245	880	88.00%	451	95.12%
603110	Building Maintenance	6,695	6,695	250	2,129	31.80%	3,304	-35.56%
612105	Vehicle Replacement Charge	395	395	33	263	66.58%	263	0.00%
702100	Furniture-Office	6,500	6,500	-	-	0.00%	-	**
5200	Community Center Operations	202,300	202,300	7,445	63,955	31.61%	53,107	20.43%
5300	Park Operations							
501110	Salaries-Regular	77,735	77,735	5,757	45,988	59.16%	42,915	7.16%
501115	Salaries-Overtime	-	-	-	1,142	**	1,741	-34.41%

* = Actual data is reported through February.

Community Service - Bobadilla
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23		% of Budget	FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *			
5300	Park Operations, Continued							
501120	Salaries-Part Time	116,440	116,440	6,203	86,219	74.05%	66,529	29.60%
502100	Retirement	17,635	17,635	1,423	11,376	64.51%	10,029	13.43%
502105	Workers Comp Insurance	2,840	2,840	220	2,433	85.67%	2,167	12.28%
502110	Health/Life Insurance	9,575	9,575	876	6,355	66.37%	6,075	4.61%
502111	Medical In-Lieu Pay	1,200	1,200	232	1,617	134.75%	950	70.21%
502115	Unemployment Insurance	1,125	1,125	137	695	61.78%	1,200	-42.08%
502120	Medicare/FICA	2,720	2,720	177	1,956	71.91%	1,625	20.37%
502130	Other Benefit Charges	2,655	2,655	54	448	16.87%	411	9.00%
602100	Special Dept Expense	4,000	4,000	192	380	9.50%	2,153	-82.35%
602110	Office Expense	3,000	3,000	128	442	14.73%	124	256.45%
5300	Park Operations	238,925	238,925	15,399	159,051	66.57%	135,919	17.02%
5400	Senior Citizens Programs							
501110	Salaries-Regular	18,195	18,195	1,371	9,789	53.80%	10,925	-10.40%
501115	Salaries-Overtime	-	-	-	-	**	74	-100.00%
501120	Salaries-Part Time	38,645	38,645	4,619	26,805	69.36%	14,677	82.63%
502100	Retirement	4,225	4,225	339	2,420	57.28%	2,553	-5.21%
502105	Workers Comp Insurance	830	830	110	673	81.08%	507	32.74%
502110	Health/Life Insurance	2,395	2,395	218	1,582	66.05%	1,652	-4.24%
502111	Medical In-Lieu Pay	-	-	116	870	**	800	8.75%
502115	Unemployment Insurance	320	320	93	219	68.44%	109	100.92%
502120	Medicare/FICA	780	780	89	543	69.62%	384	41.41%
502130	Other Benefit Charges	770	770	14	100	12.99%	104	-3.85%
609200	Senior Citizen Program	1,200	1,200	256	707	58.92%	687	2.91%
5400	Senior Citizens Programs	67,360	67,360	7,225	43,708	64.89%	32,472	34.60%

* = Actual data is reported through February.

Community Service - Bobadilla
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
5500	Recreation Programs							
602115	Postage	9,510	9,510	-	6,758	71.06%	6,216	8.72%
602150	Recreation Brochure Mailing	28,000	28,000	-	19,629	70.10%	15,478	26.82%
608150	Contractual Recreation Program	16,800	16,800	455	17,413	103.65%	15,838	9.94%
5500	Recreation Programs	54,310	54,310	455	43,800	80.65%	37,532	16.70%
TOTAL COMMUNITY SERVICES		\$ 1,289,790	\$ 1,290,775	\$ 76,107	\$ 748,887	58.02%	\$ 711,208	5.30%

* = Actual data is reported through February.

Transfers to Other Funds-Bannigan
February 2023 General Fund Expenditures (67% of year)

Acct. No.	Description	FY 2022/23 Adopted Budget	FY 2022/23 Amended Budget	FY 2022/23			FY 2021/22 Actual*	% Change From Prior Year
				Activity During February	Year to Date Actual *	% of Budget		
101	General Fund							
1600	Non-Departmental							
800250	Transfer to FACT Grant	\$ 46,470	\$ 46,470	\$ 3,065	\$ 34,890	75.08%	\$ 7,125	389.68%
800251	Transfer to Senior Transportation Fund	11,045	11,045	514	5,110	46.27%	5,617	-9.03%
800280	Transfer to SCP Maintenance Fund	59,200	59,200	4,933	39,467	66.67%	27,427	43.90%
800305	Transfer to Capital Projects Fund	180,000	209,000	-	-	0.00%	-	**
	TOTAL TRANSFERS OUT	\$ 296,715	\$ 325,715	\$ 8,512	\$ 79,467	24.40%	\$ 40,169	97.83%

* = Actual data is reported through February.

General Fund - Fund Balance Status

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<u>Reserves as of June 30, 2022 (per City Reserve Policy):</u>			
Capital Improvement (A)	\$ 5,000,000		\$ 5,000,000
Economic Uncertainty (B)	5,700,000		5,700,000
Emergency Disaster Continuity (C)	2,900,000		2,900,000
Equipment and Maintenance (A)	150,000		150,000
Technology Equipment (A)	150,000		150,000
Subtotal	13,900,000	-	13,900,000
<u>Other Fund Balance Commitments:</u>			
Developer Contributions from Public Benefit Fees	1,377,796		1,377,796
Developer Contributions from Beautification Fees	190,000		190,000
Developer Contributions from Neighborhood Preservation Fees	88,500		88,500
Subtotal	1,656,296	-	1,656,296
Available Fund Balance (unreserved)	9,975,608	389,600	10,365,208
Total Discretionary Fund Balance as of June 30, 2022	25,531,904	389,600	25,921,504
Estimated increase (decrease) of fund balance during Fiscal Year 2022-23	649,141	(389,600)	259,541
Total Projected Discretionary Fund Balance as of June 30, 2023	\$ 26,181,045	\$ -	\$ 26,181,045

Notes:

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

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

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

[Click here to return to the agenda.](#)

HOUSING AUTHORITY FUND (#285)
February 2023 Revenues and Expenditures (67% of year)

		FY 2022/23							
Account		FY 2022/23	FY 2022/23					FY 2021/22	% Change
No.	Description	Adopted	Amended	Activity During	Year to Date	% of Budget		Actual *	From Prior
		Budget	Budget	February	Actual *				Year
REVENUES									
435100	Interest	\$ 25,000	\$ 25,000	\$ -	\$ 106,944	427.78%	\$	15,616	584.84%
435110	Unrealized Gains/Losses	-	-	(39,415)	29,308	**		(91,543)	-132.02%
436140	Tina Way/Pacific Ave. Property Rent	560,000	610,000	55,332	450,844	73.91%		267,155	68.76%
437135	Expense Reimbursement	1,000	1,000	-	-	0.00%		-	**
437145	Sale Of Assets	-	-	-	-	**		681,902	-100.00%
TOTAL REVENUES		\$ 586,000	\$ 636,000	\$ 15,917	\$ 587,096	92.31%	\$	873,130	-32.76%
ESTIMATED EXPENDITURES AND OTHER USES									
Salaries and Benefits									
501110	Salaries-Regular	145,820	145,820	9,643	83,753	57.44%		80,252	4.36%
501115	Salaries-Overtime	-	-	-	28	**		268	-89.55%
501120	Salaries-Part-Time	2,575	2,575	171	1,143	44.39%		1,416	-19.28%
502100	Retirement	35,325	35,325	2,618	22,521	63.75%		20,741	8.58%
502105	Workers' Compensation	2,205	2,205	181	1,562	70.84%		1,617	-3.40%
502110	Health/Life Insurance	15,290	15,290	1,197	8,816	57.66%		8,638	2.06%
502111	Medical in Lieu	450	450	47	282	62.67%		433	-34.87%
502115	Unemployment Insurance	195	195	21	229	117.44%		199	15.08%
502120	Medicare/FICA	2,035	2,035	131	1,136	55.82%		1,112	2.16%
502130	Other Benefits	1,055	1,055	85	738	69.95%		707	4.38%
Total-Salaries and Benefits		204,950	204,950	14,094	120,208	58.65%		115,383	4.18%
Maintenance and Operations									
602110	Office Expense	1,000	1,000	-	-	0.00%		147	-100.00%
602115	Postage	500	500	-	51	10.20%		14	264.29%
602130	Clothing	-	2,940	-	2,937	99.90%		-	100.00%
602140	Materials and Supplies	5,000	2,060	334	1,242	60.29%		591	110.15%
602145	Gas/Oil/Lube	-	-	-	-	**		20	-100.00%
603120	Minor Repairs	15,000	-	-	-	**		-	**
604105	Utilities	50,000	50,000	9,521	35,517	71.03%		32,995	7.64%

HOUSING AUTHORITY FUND (#285)
February 2023 Revenues and Expenditures (67% of year)

		FY 2022/23						
Account		FY 2022/23	FY 2022/23				FY 2021/22	% Change
No.	Description	Adopted	Amended	Activity During	Year to Date		Actual *	From Prior
		Budget	Budget	February	Actual *	% of Budget		Year
Maintenance and Operations , Continued								
607100	Membership Dues	4,800	4,800	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	-	**
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	24,000	24,000	1,355	13,452	56.05%	315,759	-95.74%
608105	Professional Services	530,500	530,500	14,561	180,548	34.03%	121,376	48.75%
610130	Tina Pacific Operating Expense (QMG)	-	240,000	37,413	156,542	65.23%	-	100.00%
610131	Bad Debt Expense (QMG)	-	50,000	-	37,645	75.29%	-	100.00%
610135	Relocation Assistance	40,000	39,800	895	16,974	42.65%	30,973	-45.20%
610230	Navigation Center (North SPA)	50,000	50,000	-	-	0.00%	-	**
611110	O.C. Sanitation User Fee	21,500	21,500	-	19,484	90.62%	20,837	-6.49%
612135	Building Maintenance	75,000	-	-	-	**	-	**
Total-Maintenance and Operations		820,800	1,020,600	64,079	464,392	45.50%	522,712	-11.16%
Allocated Charges								
612105	Vehicle Replacement Charge	5,805	5,805	484	3,870	66.67%	6,717	-42.38%
612115	Liability Insurance Charge	7,295	7,295	-	6,540	89.65%	13,841	-52.75%
612140	Information Technology Charge	18,215	18,215	1,518	12,143	66.66%	16,050	-24.34%
614205	Admin Overhead	21,580	21,580	1,751	16,329	75.67%	12,763	27.94%
Total-Allocated Charges		52,895	52,895	3,753	38,882	73.51%	49,371	-21.25%
Capital Outlay								
760100	Demolition/Condemnation	200,000	93,800	-	93,800	100.00%	-	100.00%
790100	Land Acquisition	-	2,500,000	-	2,500,000	100.00%	-	100.00%
Total-Capital Outlay		200,000	2,593,800	-	2,593,800	100.00%	-	100.00%
Transfers to Other Funds								
800101	Transfer to General Fund	-	-	-	-	**	890,000	-100.00%
Total-Transfers to Other Funds		-	-	-	-	**	890,000	-100.00%
TOTAL EXPENDITURES		\$ 1,278,645	\$ 3,872,245	\$ 81,926	\$ 3,217,282	83.09%	\$ 1,577,466	103.95%
REVENUES OVER (UNDER) EXPENDITURES		\$ (692,645)	\$ (3,236,245)	\$ (66,009)	\$ (2,630,186)		\$ (704,336)	

* = Actual data is reported through February.

Housing Authority Fund (Fund 285) - Fund Balance Status

Available Fund Balance as of June 30, 2022	\$ 12,414,239
Estimated increase (decrease) of fund balance during Fiscal Year 2022-23	<u>(3,236,445)</u>
Projected Available Fund Balance as of June 30, 2023	<u><u>\$ 9,177,794</u></u>

CITY OF STANTON
FY 2022/23
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2022 THROUGH FEBRUARY 28, 2023

Task Code	Description	Adopted Budget 2022/23	FY 2021/22 Budget Carryover	Other Budget Adjustments	Amended Budget 2022/23	YTD Actual 2022/23	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Street Projects									
2022-101	Citywide Street Rehabilitation (FY 2021/22)	\$ -	\$ 1,846,245	\$ 81,330	\$ 1,927,575	\$ 1,885,817	\$ 40,769	99.9%	\$ 989
2022-102	Citywide Street Sign Replacement	-	149,490	-	149,490	-	-	0.0%	149,490
2023-101	Citywide Street Rehabilitation (FY 2022/23)	2,090,000	109,050	(81,330)	2,117,720	51,008	59,030	5.2%	2,007,682
2023-102	Greening Stanton Catch Basin Connector Pipe Screen	180,000	-	-	180,000	-	-	0.0%	180,000
2023-103	Installations (FY 2022/23)	70,000	-	-	70,000	66	-	0.1%	69,934
2023-104	Pavement Management Plan Update	-	-	26,196	26,196	5,130	21,066	100.0%	-
Total Street Projects		\$ 2,340,000	\$ 2,104,785	\$ 26,196	\$ 4,470,981	\$ 1,942,021	\$ 120,865	46.1%	\$ 2,408,095
Parks Projects									
2021-201	Park Master Plan	\$ -	\$ 174,620	\$ -	\$ 174,620	\$ 95,691	\$ 68,092	93.8%	\$ 10,837
2021-205	Dog Park	-	154,555	-	154,555	56,247	78,395	87.1%	19,913
2022-201	Family Resource Center Improvements (Phase 1)	182,600	391,140	223,581	797,321	13,743	17,000	3.9%	766,578
2022-203	Orangewood Parkette	850,000	78,885	20,500	949,385	15,822	63,976	8.4%	869,587
2022-204	Norm Ross Sports Park	-	7,691,060	-	7,691,060	108,472	533,600	8.3%	7,048,988
2022-205	Replace Shade Structure at Stanton Central Park	-	60,000	-	60,000	1,642	-	2.7%	58,358
2022-206	Premier Park Renovation	500,000	150,000	200,000	850,000	41,539	67,637	12.8%	740,824
2022-820	Stanton Park Adult Fitness Equipment	84,090	3,885	-	87,975	2,718	1,167	4.4%	84,090
2022-833	Stanton Park Refresh	-	-	410,000	410,000	-	-	0.0%	410,000
2023-201	Family Resource Center Improvements (Phase 2)	-	-	201,419	201,419	-	-	0.0%	201,419
Total Parks Projects		\$ 1,616,690	\$ 8,704,145	\$ 1,055,500	\$ 11,376,335	\$ 335,874	\$ 829,867	10.2%	\$ 10,210,594
Sewer									
2022-301	Sewer Master Plan Update	\$ -	\$ 531,225	\$ -	\$ 531,225	\$ 127,856	\$ 353,497	90.6%	\$ 49,872
2023-301	Annual Sewer Rehabilitation (FY 2022/23)	550,000	-	(550,000)	-	-	-	0.0%	-
Total Sewer		\$ 550,000	\$ 531,225	\$ (550,000)	\$ 531,225	\$ 127,856	\$ 353,497	90.6%	\$ 49,872
Facilities									
2022-839	ADA Transition Plan	\$ -	\$ -	\$ 110,000	\$ 110,000	\$ -	\$ 109,300	99.4%	\$ 700
2023-603	Stanton Community Center Improvements	-	-	500,000	500,000	-	-	0.0%	500,000
Total Facilities		\$ -	\$ -	\$ 610,000	\$ 610,000	\$ -	\$ 109,300	17.9%	\$ 500,700
GRAND TOTAL		\$ 4,506,690	\$ 11,340,155	\$ 1,141,696	\$ 16,988,541	\$ 2,405,751	\$ 1,413,529	22.5%	\$ 13,169,261

CITY OF STANTON
FY 2022/23
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2022 THROUGH FEBRUARY 28, 2023

Task Code	Description	Adopted Budget 2022/23	FY 2021/22 Budget Carryover	Other Budget Adjustments	Amended Budget 2022/23	YTD Actual 2022/23	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Funding Source									
101	General Fund	\$ 180,000	\$ 32,885	\$ -	\$ 212,885	\$ 2,718	\$ 30,167	15.4%	\$ 180,000
211	Gas Tax Fund	27,763	276,920	105,021	409,704	69,643	52,135	29.7%	287,926
215	RMRA Fund	1,011,998	1,109,895	(58,825)	2,063,068	1,051,070	-	50.9%	1,011,998
220	Measure M Turnback Fund	1,064,239	656,040	-	1,720,279	788,378	59,030	49.3%	872,871
221	CDBG-CV Grant Fund	-	-	500,000	500,000	-	-	0.0%	500,000
222	CDBG Grant Fund	-	350,000	-	350,000	-	-	0.0%	350,000
227	Other Grants Fund	1,107,976	7,691,060	425,000	9,224,036	108,472	533,600	7.0%	8,581,964
257	ARPA Fund	-	174,620	700,000	874,620	95,691	158,092	29.0%	620,837
305	Capital Projects Fund (Reserves)	31,000	92,930	-	123,930	34,572	-	27.9%	89,358
310	Park In-Lieu Fund	533,714	424,580	20,500	978,794	127,351	227,008	36.2%	624,435
501	Sewer Maintenance Fund	405,000	531,225	(405,000)	531,225	127,856	353,497	90.6%	49,872
502	Sewer Capital Improvement Fund	145,000	-	(145,000)	-	-	-	0.0%	-
GRAND TOTAL		\$ 4,506,690	\$ 11,340,155	\$ 1,141,696	\$ 16,988,541	\$ 2,405,751	\$ 1,413,529	22.5%	\$ 13,169,261

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 11, 2023

SUBJECT: MUNICIPAL FACILITY LICENSE AGREEMENT WITH CROWN CASTLE FIBER LLC

REPORT IN BRIEF:

Crown Castle, LLC is planning to remove a City owned streetlight on Beach Boulevard and install a new streetlight with a cellular antenna to be in compliance with the Federal Communication Commission (FCC) Declaration to support the deployment of 5G and other next-generation wireless services. Streetlights are owned, operated, and maintained by the City. This agreement establishes provisions regarding ownership of the equipment, maintenance, and responsibilities between the City and Crown Castle, LLC for the streetlight and equipment installed.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the Municipal Facility License Agreement and authorize the City Manager to execute said Agreement.

BACKGROUND:

The Federal Communications Commission (FCC) Declaration was made to support the deployment of 5G and other next-generation wireless services by installing small wireless facilities. Crown Castle, LLC submitted a building permit application to remove a City owned streetlight on Beach Boulevard and install a new streetlight with a cellular antenna.

ANALYSIS/JUSTIFICATION:

Streetlights are owned, operated, and maintained by the City. Staff worked with the City Attorney's office to draft the proposed license agreement to establish provisions regarding ownership of the equipment, maintenance, and responsibilities between the

City and Crown Castle, LLC. The Municipal Facility License Agreement includes the following provisions:

- An initial term of ten (10) years, and auto renewal for successive five (5) year renewal terms, pending applicable provisions are followed.
- A rental fee in the amount of \$270 per calendar year, with a 4% increase every year (the rental fee amount is established by the FCC).
- Responsibility by Crown Castle, LLC to remove, repair, or replace any of their own equipment and/or repair any damage to public right-of-way, municipal facilities, and/or other property, whether private or public, caused by Crown Castle, LLC.

As the Agreement would designate Crown Castle, LLC the responsible party to remove, repair, and/or replace any damage to their own equipment, staff seeks to enter into this Agreement to absolve the City from any liabilities that may occur.

FISCAL IMPACT:

Annual rental revenues of \$270, the amount established by the FCC. Rental revenues will be deposited into the City's General Fund.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

The City Attorney reviewed the Municipal Facility License Agreement.

PUBLIC NOTIFICATION:

Notifications were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE:

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

Prepared by: Han Sol Yoo, E.I.T, Associate Engineer

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

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Municipal Facility License Agreement

MUNICIPAL FACILITY LICENSE AGREEMENT

THIS MUNICIPAL FACILITY LICENSE AGREEMENT (the “Agreement”) is dated as of _____, 20____ (the date fully executed by all parties, referred to herein as “Effective Date”), and entered into by and between the City of Stanton, a California municipal corporation (the “Licensor”), and Crown Castle Fiber LLC, a New York limited liability company (“Licensee”). Licensor and Licensee are referred to herein collectively as the “Parties” or individually as a “Party.”

Recitals

A. WHEREAS, the Licensor is the owner of certain Municipal Facilities (as defined below) located in the Rights-of-Way (as defined below) of the City of Stanton (“City”);

B. WHEREAS, Licensee is authorized to conduct business as a telephone corporation in the State of California;

C. WHEREAS, Licensee desires to use space on certain of the Licensor’s Municipal Facilities in the Rights-of-Way to construct, attach, install, operate, and maintain of its Equipment (as defined below);

D. WHEREAS, Licensor is willing to allow Licensee to use and physically occupy portions of the Municipal Facilities in the Rights-of-Way subject to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1. DEFINITIONS. The following definitions shall apply generally to the provisions of this Agreement:

1.1 “Equipment” means the equipment cabinets, antennas, utilities, and fiber optic cables, wires, and related equipment, whether referred to individually or collectively, to be installed on a Municipal Facility and operated by Licensee under a particular Supplement.

1.2 “Hazardous Substance” means any substance, chemical or waste that is identified as hazardous or toxic in any applicable federal, state or local law or regulation, including, but not limited to, petroleum products and asbestos.

1.3 “Laws” means any and all applicable statutes, codes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, court orders, or other requirements of the Licensor or other governmental agency having joint or several jurisdiction over the parties to this Agreement as such laws may be amended from time to time.

1.4 “License Fee” means the compensation paid under any Supplement for use of the Municipal Facilities.

1.5 “Make-Ready Work” means the work required on or in a Municipal Facility to create space for the Equipment, and/or replacing and/or reinforcing the existing Municipal Facility to accommodate Equipment including, but not limited to, rearrangement or transfer of existing Equipment and the facilities of other entities, and Municipal Facility relocation and replacement if applicable.

1.6 “Municipal Facilities” means Licensor-owned structures, objects, and equipment in the ROW, including, but not limited to, street lights, traffic control structures, banners, street furniture, bus stops, billboards, or other poles, lighting fixtures, or electroliers located within the ROW, and may refer to such facilities in the singular or plural, as appropriate to the context in which used. The term includes Replacement Facilities referred to in Section 4.1.3.

1.7 “Person” means and includes any individual, partnership of any kind, corporation, limited liability company, association, joint venture, or other organization, however formed, as well as trustees, heirs, executors, administrators, or assigns, or any combination of such persons.

1.8 “PUC” means the California Public Utilities Commission.

1.9 “Right(s)-of-Way” or “ROW” means any public highway, public street, public way, or public place in the City, either owned by the City or dedicated to the public for public purposes.

1.10 “Services” means the transmission and reception of communications signals for the provision of personal wireless services, telecommunications services and mobile data services as defined in federal law, but specifically excluding cable services and/or video services as defined by the Digital Infrastructure and Video Competition Act (as codified in Public Utilities Code section 5800 et seq.).

1.11 “Supplement” shall mean each separate authorization, granted by Licensor to Licensee with regard to a specific Equipment installation, the form of which is attached hereto as Exhibit A, each and every of which shall be subject to the terms and conditions of this Agreement.

1.12 “Transfer” means any transaction in which the rights and/or obligations held by Licensee under this Agreement or a Supplement are transferred, directly or indirectly, in whole or in part to a party other than Licensee.

2. TERM; SUPPLEMENT TERM.

2.1 Term. The initial term of this Agreement shall be for a period of ten (10) years (the “Initial Term”), commencing on the Effective Date and ending on the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. Provided that Licensee is not in default of the Agreement or any Supplement following written notice and the expiration of any applicable cure period, this Agreement shall be automatically renewed for successive five (5) year renewal terms (each, a “Renewal Term”), unless either party gives the other party written notice of the intent not to renew this Agreement at least six (6) months prior to the expiration of the Initial Term or any

Renewal Term, as applicable. The Initial Term and all Renewal Terms shall be collectively referred to herein as the “Term.” Any holding over after the termination or expiration of the Term shall constitute a default by Licensee, notwithstanding that Licensor may elect to accept one or more payments of fees from Licensee after such default occurs.

2.2 Supplement Term. Unless otherwise specified in a Supplement, the initial term for each particular Supplement shall begin on its effective date (“Supplement Effective Date”) and shall end upon the expiration of the Term, unless such individual Supplement is earlier terminated or this Agreement is extended or terminated, as provided for herein (the “Supplement Term”). All of the provisions of this Agreement shall be in effect during the Supplement Term. The expiration or termination of the Agreement shall immediately terminate all Supplements. Any holding over after the expiration of the Supplement Term shall constitute a default by Licensee, notwithstanding that Licensor may elect to accept one or more payments of fees from Licensee after such default occurs.

3. REPRESENTATION CONCERNING SERVICES; NO AUTHORIZATION TO PROVIDE OTHER SERVICES. Licensee represents, warrants, and covenants that its Equipment installed pursuant to this Agreement and each Supplement will be utilized solely for providing the Services, and Licensee is not authorized to and shall not use its Equipment installed on Municipal Facilities to offer or provide any other services not specified herein without Licensor consent. At any time that Licensee ceases to operate as a provider of Services under federal or state law, it shall provide written notice of the same to Licensor within seven (7) days of such cessation, at which time the Licensor shall have the option, in its sole discretion and upon six (6) months’ written notice to Licensee, to terminate this Agreement and to require the removal of Licensee’s Equipment from the ROW and from Municipal Facilities, including the cost of any site remediation, at no cost to the Licensor, without any liability to Licensee related directly or indirectly to such termination.

4. SCOPE OF AGREEMENT. Licensee may only use Municipal Facilities pursuant to an approved Supplement. Any and all rights expressly granted to Licensee under this Agreement shall be exercised at Licensee’s sole cost and expense, and shall be subject to the restrictions set forth herein

4.1 Attachment to Municipal Facilities. Subject to the conditions herein, Licensor hereby authorizes and permits Licensee to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment on identified Municipal Facilities located in the ROW for the purpose of providing Services.

4.1.1 Licensee will submit to the authorized representative of the Licensor an application substantially in the form of Exhibit B (“Application”) hereto including a proposed design for any proposed Equipment installations that identifies both the Equipment and the Municipal Facilities Licensee proposes to use. One Application is required per Municipal Facility.

4.1.2 Licensor may approve, approve with conditions, or disapprove an Application in its sole discretion; provided however, that Licensor shall not unreasonably delay its decision. Any approved Equipment shall be included as part of the applicable Supplement.

4.1.3 If Licensee submits an Application to use a Municipal Facility that is structurally inadequate or otherwise unsuitable to accommodate its proposed Equipment, Licensors may permit the replacement of the Municipal Facility (a "Replacement Facility") with one that is acceptable to and approved by the Licensors as part of the applicable Supplement. Any Replacement Facility shall be installed and maintained in accordance with Section 6 of this Agreement.

4.1.4 Unmetered electricity where possible. Licensee shall be solely responsible for obtaining and maintaining the provision of electricity to the Equipment, including, but not limited to, making payments to electric utilities. Where commercially feasible and available, Licensee shall secure unmetered electricity services.

4.2 Additional Authority. Nothing in this Agreement shall limit in any way Licensee's obligation to obtain any additional required regulatory approvals or permits from any City department, board, commission, or other governmental agency that has regulatory authority over the Licensee's proposed activities involving use of the Municipal Facilities in the ROW.

4.3 No Interference. Licensee acknowledges and agrees that the primary purpose of the Municipal Facilities is to serve the Licensors and the public. In the performance and exercise of its rights and obligations under this Agreement, Licensee shall not interfere in any manner with Licensors' own services or the existence and operation of any and all public and private rights-of-way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, traffic signals, communication facilities owned by the Licensors, electroliners, cable television, location monitoring services, public safety and other then existing telecommunications equipment, utilities, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable laws or this Agreement. If such interference should occur, Licensee shall discontinue using the Equipment, methodology, or technology that causes the interference until such time as Licensee takes corrective measures to eliminate such interference. In the event that such interference does not cease promptly, Licensee acknowledges that continuing interference may cause irreparable injury and harm, and therefore, in addition to any other remedies, and without limitation of any other remedy, Licensors shall be entitled to seek temporary and permanent injunctions against the breach of this Subsection. Notwithstanding the foregoing, Licensors and Licensee agree to work in good faith with each other and any other affected party to resolve any interference to or by Licensee.

4.4 Permits; Default. In addition to any other remedies available hereunder, whenever Licensee is in default of this Agreement or an applicable Supplement, after notice and applicable cure periods, Licensors may deny further encroachment, excavation, or similar permits for work in connection with installations under this Agreement until such time as Licensee cures all of its defaults.

4.5 Compliance with Laws. Licensee shall comply with all Laws in the exercise and performance of its rights and obligations under this Agreement.

4.6 Non-Exclusive Use Rights. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to Licensee under this Agreement

shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the Licensors to use, and to allow any other person or persons to use, any and all parts of the ROW or Municipal Facilities, exclusively or concurrently with any other person or persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title (collectively, "Encumbrances") which may affect the ROW or Municipal Facilities now or at any time during the term of this Agreement, including, without limitation any Encumbrances granted, created, or allowed by the Licensors at any time.

5. COMPENSATION. Licensee shall be solely responsible for the payment of all fees in connection with Licensee's performance under this Agreement, including, but not limited to, those set forth below.

5.1 One Time Fees. The Licensors activities described in Section 5.1 are "One-Time Fees" that reimburses the City for its costs associated with reviewing and approving applications to attach Equipment on identified Municipal Facilities located in the ROW, this Agreement and Supplements to this Agreement for additional locations. The Licensors shall track its time spent reviewing the Licensee submittals for Licenses, Supplements and associated permit activities described below, and charge its hourly rate for any time spent above the amount to be recovered by any established fee. The fee amounts shall be assessed and administered consistent with standard Licensors practice and fee schedule(s) as currently adopted and subsequently amended or replaced, in a manner consistent with applicable law.

5.1.1 Permit Fees. Licensee shall be responsible for paying all costs associated with City review, processing and inspection as part of all permit applications filed for the installation, modification, maintenance and removal of Equipment on identified Municipal Facilities located in the ROW.

5.1.2 License and Supplement Fee. Licensee shall be responsible for paying all costs associated with City review and processing of this License and any Supplements thereto (or any amendment thereto) and/or the other administrative review, consultation, and inspection described in this License, including review of Company submittals.

5.2 License Fees.

5.2.1 Rent. During any period in which the FCC Declaratory Ruling (FCC 18-133) is in effect and during any period in which the Alternate Rent provisions in paragraph 5.2.2 are not applicable, the Licensee shall pay Rent as described in this paragraph. Licensee shall pay to the Licensors the base amount of two hundred and seventy dollars (\$270.00) per calendar year for each location covered by a Supplement. The base amount under all Supplements shall be subject to an annual adjustment of four percent (4%) applied on each anniversary of the Effective Date. Any new Supplements entered into during a given year shall commence at the rent, as adjusted by this Section to reflect the then-current rate. (the "Rent"). Rent for the first calendar year of a Supplement for each location shall be pro-rated based on the number of days covered from the Supplement Effective Date to the next anniversary of the Effective Date of the Agreement. There shall be no refunds of Rent paid due to the termination or expiration of the License for any reason.

5.2.2 Alternate Rent. In the event the relevant provisions of the FCC Declaratory Ruling cease to be effective, the Licensee shall automatically and immediately be obligated to pay Alternate Rent as described in this paragraph and paragraph 5.2.2, if applicable. For each location covered by a Supplement, Licensee shall pay to the Licensors alternate rent in the base amount of One Thousand Dollars (\$1,000.00) per calendar year. The base amount under all Supplements shall be subject to an annual adjustment of four percent (4%) applied on each anniversary of the Effective Date. ("Alternate Rent"). Alternate Rent for the first calendar year of a Supplement for each individual location shall be pro-rated based on the number of days covered from the Supplement Effective Date to the next anniversary of the Effective Date of the Agreement. There shall be no refunds of Alternate Rent paid due to the termination or expiration of the License for any reason.

5.2.3 The Licensors agree that irrespective of whether the relevant provisions of the FCC Declaratory Ruling (FCC 18-133) cease to be effective, no Alternate Rent shall be due for any periods during which the relevant provisions of the FCC Declaratory Ruling were in effect. However, if Licensee has paid Rent pursuant to the provisions of Section 5.2.1 above for a calendar year, and the relevant provisions of the FCC Declaratory Ruling subsequently cease to be effective during the same calendar year, the Licensee shall pay the difference between the Rent and the Alternate Rent for the period from the date the relevant provisions of the FCC Declaratory Ruling ceased to be effective, until the next anniversary of Effective Date of the Agreement ("Rent Adjustment"). Such Rent Adjustment shall be paid to Licensors along with the next License Fee payment.

5.2.4 Receipt of any Rent or Alternate Rent by the Licensors, with knowledge of any breach of this License by Licensee, or of any default on the part of Licensee in the observance or performance of any of the conditions or covenants of this License, shall not be deemed a waiver of any provision of this License.

5.3 Payment.

5.3.1 Licensee shall make the first payment of the License Fee under any Supplement within forty-five (45) days of the Supplement Effective Date (as defined therein). The amount of the first payment of the License Fee for any Supplement shall be prorated to cover the period from the Supplement Effective Date of the applicable Supplement to the next anniversary of the Effective Date of this Agreement. Thereafter, the License Fee shall be paid in advance for each Municipal Facility used on or before each anniversary of the Effective Date. Acceptance by Licensors of any payment of the License Fee shall not be deemed a waiver by Licensors of any breach of this Agreement occurring prior thereto, nor will the acceptance by Licensors of any such payment preclude Licensors from later establishing that a greater amount was actually due or from collecting any balance that is due. As a prerequisite to the payment of License Fee, Licensors hereby agree to provide to Licensee certain documentation (the "License Documentation") evidencing Licensors' interest in, and right to receive payments under, this Agreement, including without limitation: (i) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Licensee, for any party to whom License Fee payments are to be made pursuant to this Agreement; and (ii) other documentation requested by Licensee in Licensee's reasonable discretion. From time to time during the Term of this Agreement and within

thirty (30) days of a written request from Licensee, Licensor agrees to provide updated License Documentation in a form reasonably acceptable to Licensee.

5.3.2 The License Fee shall be paid by check made payable to the City and mailed or delivered to the Finance Department, at the address provided for in Section 10 below. The place and time of payment may be changed at any time by Licensor upon thirty (30) days' written notice to Licensee. Mailed payments shall be deemed paid upon the date such payment is officially postmarked by the United States Postal Service. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt. Licensee assumes all risk of loss and responsibility for late payment charges if payments are made by mail. Notwithstanding the foregoing, upon agreement of the parties, Licensee may pay the License Fee by electronic funds transfer, and if agreed, the Licensor will provide to Licensee bank routing information for such purpose upon request of Licensee.

5.4 Delinquent Payment. A ten percent (10%) late fee shall be added to the License Fee if not received by Licensor within ten (10) calendar days after the due date. In addition, all unpaid fees shall accrue interest on the amount due at the rate of ten percent (10%) until paid in full. All late fees and interest payments shall be treated as part of, and subject to the same terms as, the License Fee under this Agreement.

5.5 Additional Remedies. The late fee set forth in Section 5.4 above is not exclusive, and does not preclude the Licensor from pursuing any other or additional remedies in the event that payments become overdue by more than thirty 30 days.

6. CONSTRUCTION. Licensee shall comply with all applicable federal, state, and local codes related to the construction, installation, operation, maintenance, and control of Licensee's Equipment installed on Municipal Facilities. Licensee shall not attach, install, maintain, or operate any Equipment on Municipal Facilities without the prior written approval of an authorized representative of the Licensor for each location as evidenced in a signed Supplement. Licensee shall keep the Municipal Facilities free and clear from any liens arising out of any work performed, material furnished, or obligations incurred by or for Licensee.

6.1 Installation and Operation. Upon request and no more than once during the calendar year, Licensee shall promptly furnish to Licensor a current list and map that identifies the exact location of the Equipment in or on the Municipal Facility. That information must be provided in a format that is compatible with Licensor's information technology, including but not limited to ESRI compatible GIS shapefiles, which Licensor shall provide to Licensee upon request.

6.2 Design Standards. Licensee shall design, construct, and install the Equipment and any Replacement Facility in compliance with the design standards set forth pursuant to Resolution No. 2019-35, or any applicable successor provision(s), and the City permit and conditions of approval. All future Supplements and modifications to existing Equipment shall be subject to then-current design standards in the City. By entering into this Agreement, Licensee agrees that the design standards currently in place at the time of this Agreement's execution and required by this Section, are technically feasible and reasonably directed at accomplishing the aesthetic goals of Licensor.

6.3 Obtaining Required Permits. Licensee acknowledges that in addition to a signed Supplement, each installation of Equipment and maintenance thereof shall also be subject to then-current City permitting requirements as set out in the City's Municipal Code. Licensee agrees to comply with the current applicable ordinances regarding such installations and maintenance as well as any future regulations that may be adopted by the City related to such installations and maintenance. Licensee shall apply for the appropriate permits and pay any standard and customary permit fees.

6.4 Relocation and Displacement of Equipment.

6.4.1 This Agreement creates no right for Licensee to receive any relocation assistance or payment for any reason under the Relocation Assistance Act, the Uniform Relocation Assistance Act, or under any existing or future law upon any termination of tenancy.

6.4.2 Licensee understands and acknowledges that Licensor may require Licensee to relocate one or more of its Equipment installations. Licensee shall at Licensor's direction and upon ninety (90) days' prior written notice to Licensee, relocate such Equipment at Licensee's sole cost and expense whenever Licensor reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, modification, completion, repair, relocation, or maintenance of Licensor or other public agency project; (b) because the Equipment is interfering with or adversely affecting proper operation of Licensor-owned Municipal Facilities; or (c) to protect or preserve the public health or safety, including, but not limited to, the safe or efficient use of rights-of-way. In any such case, Licensor shall use reasonable efforts to afford Licensee a reasonably equivalent alternate location. If Licensee shall fail to relocate any Equipment as requested by the Licensor within the prescribed time, Licensor shall be entitled to remove or relocate the Equipment at Licensee's sole cost and expense, without further notice to Licensee. Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal work and any storage of Licensee's property after removal within thirty (30) days of the date of a written demand for this payment from the Licensor.

6.4.3 To the extent the Licensor has actual knowledge thereof, the Licensor will attempt promptly to inform Licensee of the displacement or removal of any Municipal Facility on which any Equipment is located.

6.5 Relocations at Licensee's Request. In the event Licensee desires to relocate any Equipment from one Municipal Facility to another, Licensee shall so advise Licensor. Licensor will use reasonable efforts to accommodate Licensee by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Agreement. Licensor may require Licensee to submit an application and/or enter into a new Supplement for the prospective relocation site. Licensee shall be liable for all costs of relocation, including any costs which Licensor may incur.

6.6 Make Ready

6.6.1 Make Ready Work and Costs.

(a) Licensee shall bear responsibility for all Make-Ready Work. If a Person other than Licensee or Licensors would have to rearrange or adjust any of its facilities in order to accommodate new Equipment, Licensee shall be responsible, at Licensee's sole expense, to coordinate such activity. Licensee shall be responsible for directly paying such other Person for its charges for the same. If Licensee is requested by another Person, in comparable circumstances, to relocate or adjust any Equipment to accommodate that Person's facilities, subject to Licensors' written approval of such relocation, Licensee shall reasonably cooperate with such request.

(b) Construction, installation, and operation of the Equipment shall be conditioned on the completion of all Make-Ready Work needed to establish full compliance with NESC, and with Licensors' regulatory rules and engineering standards; provided, however, that Licensee shall not be responsible for any third-party or Licensors costs necessary to correct third party or Licensors attachments that are non-compliant at the time of Licensee's Application.

6.6.2 Notification of Completion of Installation. Within twenty (20) business days of completing the installation of Equipment on each Municipal Facility, Licensee shall notify Licensors of such completion.

6.7 Replacement Facilities

6.7.1 Ownership of Replacement Facilities

(a) Licensors shall own any approved Replacement Facility. Where needed, Licensee shall cooperate with Licensors to transfer ownership and any associated warranties of any Replacement Facility from Licensee to Licensors without charge to Licensors.

6.7.2 Replacement Facility Installation

(a) If Licensee is performing Make-Ready Work, Licensee shall be responsible for providing and installing any approved Replacement Facility.

6.8 Damage, Maintenance & Repair.

6.8.1 Licensee shall, at its sole cost and expense and to the satisfaction of the Licensors: (a) remove, repair, or replace any of its Equipment that is damaged or becomes detached; and/or (b) repair any damage to ROW, Municipal Facilities, or other property, whether public or private, caused by Licensee, its agents, employees, or contractors in their actions relating to attachment, operation, repair, or maintenance of Equipment. Licensee shall complete such removal, repair, or replacement within thirty (30) days' of written notice.

6.8.2 In the event a Replacement Facility needs to be replaced, repaired, or cleared from the ROW, Licensee shall conduct this work at Licensee's own expense. In this case Licensee will notify Licensors at (657) 295-0919 before beginning the work.

6.8.3 If Licensee does not remove, repair, replace, or otherwise remediate such damage to its Equipment, a Replacement Facility, or to the ROW, Municipal Facilities or other property as required in this Section 6.8, the Licensors shall have the option to perform or cause to be performed such removal, repair, or replacement on behalf of Licensee and shall charge Licensee

for the actual costs incurred by the Licensor. If such damage causes a public health or safety emergency, as reasonably determined by Licensor, Licensor may immediately perform reasonable and necessary repair or removal work on behalf of Licensee and will notify Licensee as soon as practicable; provided, however, that such repair work shall not include any technical work on Licensee's Equipment. Licensor shall have no obligation to maintain or safeguard the Equipment.

6.8.4 Upon the receipt of a demand for payment by the Licensor pursuant to this Section 6.8, Licensee shall within thirty (30) days of such receipt reimburse the Licensor for such costs.

6.8.5 The terms of this Section 6.8 shall survive the expiration termination of this Agreement.

6.9 Change in Equipment. If Licensee desires to install Equipment which is different in any material way from the then-existing and approved Equipment, then Licensee shall first obtain the written approval for the use and installation of such Equipment from an authorized representative of the Licensor. Any such approval shall take the form of an amendment to the applicable Supplement. In addition to any other submittal requirements, and if requested by Licensor, Licensee shall provide "load" (structural) calculations for all Equipment changes. In addition to the foregoing, Licensee shall comply with any other applicable City permitting or approval process for the Equipment change.

6.10 "Like-Kind Modifications." For purposes of this Agreement, "Like-Kind Modification" shall mean modifications to the Equipment that do not increase the size, weight, loading, dimensions, RF emissions, or quantity of equipment or do not materially change the aesthetics of the Equipment. Notwithstanding Section 6.9 above Licensee may without the City's prior consent perform "like-for-like" equipment replacements so long as such work qualifies as a "Like Kind Modification",

6.11 Unauthorized Equipment. If Licensor discovers any Equipment has been installed on Municipal Facilities without authorization pursuant to a Supplement, Licensor may send an invoice to Licensee for a sum equal to five (5) times the then-current License Fee as compensation for the unauthorized attachments, and, within sixty (60) days from the date of such invoice, Licensee shall (i) pay the invoiced amount to Licensor and submit an Application for the unauthorized Equipment, or (ii) produce documentation showing Licensor's prior approval of the Equipment identified in the invoice. If, in accordance with this Section, Licensee fails to pay all fees and submit the Application or submit documentation satisfactorily showing Licensor's prior approval within sixty (60) days of Licensor's invoice, Licensor may remove the unauthorized Equipment at Licensee's expense. If Licensor removes such unauthorized Equipment, such Equipment shall become the property of Licensor, who shall have sole rights over such Equipment's disposition. Licensor's removal of unauthorized Equipment shall not release Licensee from its obligation to pay those invoiced fees accruing pursuant to this Section.

6.12 Termination of a Supplement.

6.12.1 Licensee shall have the right to terminate any Supplement on thirty (30) days' notice to Licensor. In the event of such termination, removal of Equipment associated with

the terminated Supplement shall be governed by Section 6.12 below and Licensor shall retain any License Fee paid, without refund or setoff.

6.12.2 Licensor shall have the right to terminate any Supplement in any of the following circumstances: if Licensor determines the covered Equipment has been inoperative, or abandoned, for sixty (60) consecutive days; if Licensee's operation under a particular Supplement is deemed by Licensor to endanger or pose a threat to the public health, safety, or welfare or interfere with the normal day-to-day operation of any Licensor department or service; or Licensor is mandated by law, a court order or decision, or the federal, state, or local government to take certain actions that will cause or require the removal of an Equipment. Licensor shall provide written notice to Licensee regarding its intent to terminate the applicable Supplement pursuant to this Section, after which Licensee shall have thirty (30) days to cure. If Licensee does not cure within thirty (30) days following notice, Licensor may then terminate the applicable Supplement upon written notice to Licensee.

6.13 Removal of Equipment. Within thirty (30) days after the expiration or earlier termination of a Supplement, Licensee shall promptly, safely, and carefully remove the Equipment covered by the terminated or expired Supplement from the applicable Municipal Facility and ROW. Within thirty (30) days after the expiration or earlier termination of this Agreement, Licensee shall promptly, safely, and carefully remove all Equipment from all applicable Municipal Facilities and ROW. If Licensee fails to complete removal work pursuant to this Section, then the Licensor, upon written notice to Licensee, shall have the right at the Licensor's sole election, but not the obligation, to perform this removal work and charge Licensee for the actual costs and expenses, including, without limitation, reasonable administrative costs. Licensee shall pay to the Licensor actual costs and expenses incurred by the Licensor in performing any removal work and any storage of Licensee's property after removal within thirty (30) days of the date of a written demand for this payment from the Licensor. After the Licensor receives the reimbursement payment from Licensee for the removal work performed by the Licensor, the Licensor shall promptly make available to Licensee the property belonging to Licensee and removed by the Licensor pursuant to this Section at no additional liability to the Licensor. If the Licensor does not receive reimbursement payment from Licensee within such thirty (30) days, or if Licensor does not elect to remove such items at the Licensor's cost after Licensee's failure to so remove pursuant to this Section, or if Licensee does not remove Licensee's property within thirty (30) days of such property having been made available by the Licensor after Licensee's payment of removal reimbursement as described above, any items of Licensee's property remaining on or about the ROW, Municipal Facilities, or stored by the Licensor after the Licensor's removal thereof may, at the Licensor's option, be deemed abandoned and the Licensor may dispose of such property in any manner by allowed for by Law. Alternatively, the Licensor may elect to take title to the abandoned property, and Licensee shall submit to the Licensor an instrument satisfactory to the Licensor transferring to the Licensor the ownership of such property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

6.14 Risk of Loss. Licensee acknowledges and agrees that Licensee, subject to the terms of this Agreement, bears all risks of loss, damage, relocation, or replacement of its Equipment and materials installed in the ROW or on Municipal Facilities pursuant to this Agreement from any cause, and Licensor shall not be liable for any cost of replacement or of repair to damaged Equipment, including, without limitation, damage caused by the Licensor's removal of the

Equipment, except to the extent that such loss or damage was caused by the willful misconduct or gross negligence of the Licensors, including, without limitation, each of its elected officials, department directors, managers, officers, agents, employees, and contractors, subject to the limitation of liability provided in Section 7.3 below.

6.15 Hazardous Substances. Licensee agrees that Licensee, its contractors, subcontractors, and agents, will not use, generate, store, produce, transport, or dispose any Hazardous Substance on, under, about or within the area of a ROW or Municipal Facility in violation of any Law. Except to the extent of the gross negligence or intentional misconduct of Licensors, Licensee will pay, indemnify, defend, and hold Licensors harmless against and to the extent of any loss or liability incurred by reason of any Hazardous Substance produced, disposed of, or used by Licensee pursuant to this Agreement. Licensee will ensure that any on-site or off-site storage, treatment, transportation, disposal or other handling of any Hazardous Substance will be performed by persons who are properly trained, authorized, licensed and otherwise permitted to perform those services.

6.16 Inspection. Licensors may conduct inspections of Equipment on Municipal Facilities. Except in circumstances where Licensors has special reason to be concerned about potential violations or in case of an emergency, Licensors will give Licensee thirty (30) days' prior written notice of such inspections, and Licensee shall have the right to be present at and observe any such inspections. Licensee shall pay Licensors for its reasonable costs for safety inspections performed for the purpose of determining if a safety violation of which Licensors has provided notice to Licensee has been corrected by Licensee.

6.17 Access. Prior to Licensee accessing its Equipment for non-emergency purposes, Licensee shall provide email notice, at least twenty-four (24) hours in advance, to the Licensors at the following email address: PublicWorks@StantonCA.gov. In the event of an emergency at any time, Licensee will, if time permits, attempt to provide prior telephonic notice to the Licensors at the following telephone number: (657) 295-0919.

7. INDEMNIFICATION AND WAIVER. Licensee agrees to indemnify, defend, protect, and hold harmless the Licensors, its council members, officers, employees, agents and contractors from and against any and all claims, demands, losses, including pole warranty invalidation, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") to the extent arising from, resulting from, or caused by Licensee's activities undertaken pursuant to this Agreement, including, without limitation, the construction, design, use, or operation of the Equipment or provision of the Services, except to the extent arising from or caused by the gross negligence or willful misconduct of the Licensors, its council members, officers, employees, agents, or contractors.

7.1 Waiver of Claims. Licensee waives any and all claims, demands, causes of action, and rights it may assert against the Licensors on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the control of the Licensors.

7.2 Waiver of Subrogation. Licensee hereby waives and releases any and all rights of action for negligence against Licensors which may hereafter arise on account of damage to Equipment, Municipal Facilities, or to the ROW, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Licensee. This waiver and release shall apply between the parties and shall also apply to any claims under or through either party as a result of any asserted right of subrogation. All such policies of insurance obtained by Licensee concerning the Municipal Facilities, Equipment, or the ROW shall waive the insurer's right of subrogation against the Licensors.

7.3 Limitation on Consequential Damages. Neither party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

8. PERFORMANCE BOND. In order to secure the performance of its obligations under this Agreement, Licensee will provide the following security instrument to the Licensors:

8.1 Performance Bond.

(a) Prior to the commencement of any work under this Agreement, Licensee must provide a performance bond running to the Licensors in the sum of eighty thousand (\$80,000) which shall cover all Supplements.

(b) The performance bond is conditioned upon the faithful performance by Licensee of all the terms and conditions of this Agreement and upon the further condition that, if Licensee fails to comply with any terms or conditions governing this Agreement, there shall be recoverable jointly and severally from the principal and surety of the bond any damage or loss suffered by the Licensors as a result, including, without limitation, the full amount of any compensation, indemnification, or costs of removal or abandonment of Licensee's property, plus costs and reasonable attorneys' fees up to the full amount of the performance bond. Licensee shall keep the performance bond in place during the term of this Agreement.

8.2 Assessment of the Bond. The performance bond may be assessed by the Licensors for any failure by Licensee to pay Licensors an amount owed under this Agreement, including, but not limited to:

(a) Reimbursement of costs borne by the Licensors to correct violations of the Agreement not corrected by Licensee, after Licensors provides notice and a reasonable opportunity to cure such violations. This shall include, without limitation, removal of Equipment.

(b) Providing monetary remedies or satisfying damages assessed against Licensee due to a material breach of this Agreement.

8.3 Restoration of the Bond. Licensee must deposit a sum of money or a replacement instrument sufficient to restore the performance bond to its original amount within thirty (30) days after written notice from the Licensors that any amount has been recovered from the performance

bond. Failure to restore the bond to its full amount within thirty (30) days will constitute a material breach of this Agreement. Licensee will be relieved of the foregoing requirement to replenish the bond during the pendency of an appeal from the Licensor's decision to draw on the performance bond.

8.4 Required Endorsement. The performance bond is subject to the approval of the Licensor and must contain the following endorsement:

“This bond may not be canceled until sixty (60) days after receipt by the Licensor, by registered mail, return receipt requested, of a written notice of intent to cancel or not to renew.”

8.5 Reservation of Licensor Rights. The rights reserved by Licensor with respect to the performance bond are in addition to all other rights and remedies Licensor may have under this Agreement or any other Law.

8.6 Admitted Surety Insurer. The surety supplying the bond shall be an “admitted surety insurer”, as defined in California Code of Civil Procedure Section 995.120 and authorized to do business in the State of California.

8.7 Cash Deposit. In lieu of obtaining a performance bond, Licensee shall have the right to instead deposit a cash deposit with Licensor securing Licensee's obligations under this Agreement.

9. INSURANCE. Licensee shall obtain and maintain at all times during the Term (a) Commercial General Liability insurance with a limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage and Two Million Dollars (\$2,000,000.00) general aggregate including premises-operations, contractual liability, personal injury, and products completed operations; (b) Commercial Automobile Liability insurance covering all owned, non-owned, and hired vehicles with a limit of One Million Dollars (\$1,000,000.00) each accident for bodily injury and property damage; and (c) Environmental Liability Insurance with a limit of One Million Dollars (\$1,000,000.00) per each environmental condition, including coverage for sudden and accidental pollution arising out of handling hazardous materials or wastes, non-hazardous materials or waste, that, when released into the environment, violate Law . The required insurance policies by this section shall name the Licensor, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insured as respects any covered liability arising out of Licensee's performance of work under this Agreement on the commercial general liability, auto, and environmental policies required. Coverage shall be in an occurrence (or claim for environmental liability) form and in accordance with the limits and provisions specified herein. For claims-made coverage, any policy inception date, or retroactive date must be before the effective date of this agreement, and the Consultant agrees to maintain continuous coverage through a period of no less than five years after completion of the services rendered by this agreement. Upon receipt of notice from its insurer, Licensee shall use its best efforts to provide the Licensor with thirty (30) days prior written notice of cancellation except for non-payment of premium. Licensee shall be responsible for notifying the Licensor of such change or cancellation. Licensee's indemnity and other obligations shall not be limited by the foregoing insurance requirements. If Licensee fails, for any reason, to obtain or maintain insurance coverage

required by this Agreement or fails to reasonably furnish certificates of insurance as detailed in Section 9.1, such failure shall be deemed a material breach of this Agreement, giving Licensor, in its discretion, the option to terminate this Agreement and obtain damages therefor.

9.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Agreement, Licensee shall file with the Licensor the required certificate(s) of insurance with blanket additional insured endorsements, which shall state the following:

(a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;

(b) that Licensee's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the Licensor may possess, including any self-insured retentions the Licensor may have; and any other insurance the Licensor does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and

(c) that Licensee's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the Licensor.

The certificate(s) of insurance with endorsements and notices shall be mailed to the Licensor at the address specified in Section 10 below.

9.2 Workers' Compensation Insurance. Licensee shall obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) and shall furnish the Licensor with a certificate showing proof of such coverage.

9.3 Insurer Criteria. Any insurance provider of Licensee shall be admitted and authorized to do business in the State of California and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A-" Overall and a Financial Size Category of "VII."

9.4 Severability of Interest. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

10. NOTICES.

10.1 Method and Delivery of Notices. All notices pursuant to this Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; or (b) by means of prepaid overnight delivery service, addressed as follows:

If to the Licensor: City of Stanton
7800 Katella Ave.
Stanton, CA 90680
Attn: Public Works Director/City Engineer
Email: crangel@stantonca.gov

If to Licensee:
Crown Castle Fiber LLC
Attn: General Counsel
2000 Corporate Drive
Canonsburg, PA 15317

With a copy to:

Crown Castle Fiber LLC
Attn: SCN Contracts Management
2000 Corporate Drive
Canonsburg, PA 15317

10.2 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three days after deposit in the mail, or the next business day in the case of overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth in this Section.

11. DEFAULT; CURE; REMEDIES.

11.1 Licensee Default and Notification. This Agreement is granted upon each and every condition herein, and each of the conditions is a material and essential condition to the granting of this Agreement. Except for causes beyond the reasonable control of Licensee, if Licensee fails to comply with any of the conditions and obligations imposed hereunder, and if such failure continues for more than **thirty (30) days** after written demand from the Licensor to commence the correction of such noncompliance on the part of Licensee, the Licensor shall have the right to revoke and terminate this Agreement by written notice to Licensee, if such failure is in relation to the Agreement as whole, or any individual Supplement, if such failure is in connection solely with such Supplement, in addition to any other rights or remedies set forth in this Agreement or provided by law.

11.2 Cure Period. If the nature of the violation is such that it cannot be fully cured within **thirty (30) days** due to circumstances not under Licensee's control, the period of time in which Licensee must cure the violation shall be extended for such additional time reasonably necessary to complete the cure, provided that: (a) Licensee has promptly begun to cure; (b) Licensee is diligently pursuing its efforts to cure; and (c) Licensee provides a timeline to complete its cure efforts and responds within twenty-four (24) hours of any status request by Licensor.

Licensor may not maintain any action or effect any remedies for default against Licensee, unless and until Licensee has failed to cure the breach within the time periods provided in these Sections 11.1 and 11.2.

11.3 Licensor Default. If Licensor breaches any covenant or obligation of Licensor under this Agreement in any manner, and if Licensor fails to commence to cure such breach within thirty (30) days after receiving written notice from Licensee specifying the violation (or if Licensor fails thereafter to diligently prosecute the cure to completion), then Licensee may enforce any and all of its rights and/or remedies provided under this Agreement or by Law.

12. ASSIGNMENT AND CUSTOMER EQUIPMENT. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties.

12.1 Licensee shall not assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the prior written consent of the Licensor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, upon thirty (30) days' prior written notice, Licensee may assign or transfer the rights and privileges granted herein to any parent or subsidiary of Licensee, to an entity with or into which Licensee may merge or consolidate, to an entity which Licensee is controlled by, or is under common control of a party; or in connection with the sale or other transfer of such entity or to any purchaser of all or substantially all of Licensee's assets in the FCC market area where the Equipment is located with prior notice to Licensor but without the requirement for Licensor approval, provided that the successor is bound by all the terms and conditions of this Agreement and provides written confirmation to Licensor that it is then fully liable to the Licensor for compliance with all terms and conditions of this Agreement. The Licensee shall reimburse the Licensor for all direct and indirect costs and expenses reasonably incurred by the Licensor in considering a request to transfer or assign this Agreement

12.2 Licensee need not own all components of Equipment subject to this Agreement, and may permit its customers to maintain ownership of Equipment components. However, (1) all Equipment must be wholly under the control and management of Licensee; and Licensee shall be liable for all acts or omissions, and all harms associated with the Equipment whether the same are its acts or omissions, or the acts or omissions of the owner of the Equipment; and (2) Licensee acknowledges and agrees that no rights of ownership in Equipment by Licensee's customers shall permit any such customer to enter upon, or the any portion of the Municipal Facilities or the Equipment, in any other manner or at any other place, including to add to, or modify or install Equipment, which shall be Licensee's sole responsibility. Further, Licensee may not install Equipment it does not own on Municipal Facilities, unless the entity on whose behalf the Equipment has been installed acknowledges and agrees, in a form acceptable to the Licensor, that the Licensor has not granted it a consent to be in the ROW for any purpose; that it is bound by Licensee's representations, obligations and duties hereunder; that it shall have no rights or claims against the Licensor of any sort related to the Equipment or Municipal Facilities; that its Equipment may be subject to taxes, fees or assessments as provided in the Laws or the Agreement, and that Licensor may treat any Equipment owned by such entity as if it were owned by Licensee for all purposes (including, but not limited to, removal and relocation); and the Equipment may only be used for the purposes and uses permitted herein. Such acknowledgement may be provided for all Equipment on Municipal Facilities, and need not be provided separately, site by site.

13. RECORDS; AUDITS.

13.1 Records Required by Code. Licensee will maintain complete records pursuant to all applicable Laws.

13.2 Additional Records. The Licensor may require such additional reasonable non-confidential information, records, and documents from Licensee from time to time as are appropriate to reasonably monitor compliance with the terms of this Agreement.

13.3 Production of Records. Licensee shall provide such records within twenty (20) business days of a request by the Licensor for production of the same, unless additional time is reasonably needed by Licensee, in which case, Licensee shall have such reasonable time as needed for the production of the same. If any person other than Licensee maintains records on Licensee's behalf, Licensee shall be responsible for making such records available to the Licensor for auditing purposes pursuant to this Section.

13.4 Public Records. Licensee acknowledges that information submitted to Licensor may be open to public inspection and copying under the Law.

14. MISCELLANEOUS PROVISIONS. The provisions that follow shall apply generally to the obligations of the parties under this Agreement.

14.1 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Agreement.

14.2 Severability of Provisions. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Agreement. Each party hereby declares that it would have entered into this Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

14.3 Contacting Licensee. Licensee shall be available to the staff employees of any Licensor department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The Licensor may contact by telephone the Licensee's network control center operator at telephone number 888-632-0931.

14.4 Governing Law; Jurisdiction. This Agreement shall be governed and construed by and in accordance with the laws of the State of California, without reference to its conflicts of law principles. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state or federal courts in Orange County, California.

14.5 Force Majeure. Except for payment of amounts due, neither Party shall have any liability for its delays or its failure of performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the elements, war, civil disturbances, acts of civil

or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes reasonably beyond its control, whether or not similar to the foregoing.

14.6 Attorneys' Fees. Should any dispute arising out of this Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

14.7 "AS IS" condition of Municipal Facilities. Municipal Facilities licensed to Licensee pursuant to this Agreement are licensed to and accepted by Licensee "as is" and with all faults. The Licenser makes no representation or warranty of any kind as to the present or future condition of or suitability of the Municipal Facilities for Licensee's use and disclaims any and all warranties express or implied with respect to the physical, structural, or environmental condition of the Municipal Facilities and their merchantability or fitness for a particular purpose. Licensee is solely responsible for investigation and determination of the condition and suitability of any Municipal Facility for Licensee's intended use.

14.8 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the party's respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in Section 4.2 above. This Agreement shall not be revocable or terminable except as expressly permitted herein.

14.9 Amendment of Agreement. This Agreement may not be amended except pursuant to a written instrument signed by both parties.

14.10 Entire Agreement. This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. In witness whereof, and in order to bind themselves legally to the terms and conditions of this Agreement, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

14.11 Non-Exclusive Remedies. No provision in this Agreement made for the purpose of securing enforcement of the terms and conditions of this Agreement shall be deemed an exclusive remedy or to afford the exclusive procedure for the enforcement of said terms and conditions, but the remedies herein provided are deemed to be cumulative.

14.12 No Third-Party Beneficiaries. It is not intended by any of the provisions of this Agreement to create for the public, or any member thereof, a third-party beneficiary right or remedy, or to authorize anyone to maintain a suit for personal injuries or property damage pursuant to the provisions of this Agreement. The duties, obligations, and responsibilities of the Licenser with respect to third parties shall remain as imposed by state law.

14.13 Construction of Agreement. The terms and provisions of this Agreement shall not be construed strictly in favor of or against either party, regardless of which party drafted any

of its provisions. This Agreement shall be construed in accordance with the fair meaning of its terms.

14.14 Effect of Acceptance. Licensee (a) accepts and agrees to comply with this Agreement and all Laws; (b) agrees that this Agreement was entered into pursuant to processes and procedures consistent with Law; and (c) agrees that it will not raise any claim to the contrary or allege in any claim or proceeding against the Licenser that at the time of acceptance of this Agreement any provision, condition or term of this Agreement was unreasonable or arbitrary, or that at the time of the acceptance of this Agreement any such provision, condition or term was void or unlawful or that the Licenser had no power or authority to make or enforce any such provision, condition, or term.

14.15 Time is of the Essence. Time is of the essence with regard to the performance of all of Licensee's obligations under this Agreement.

14.16 Taxes. Licensee shall be responsible for payment of all fees and taxes charged in connection with the right, title, and interest in and construction, installation, maintenance, and operation of Equipment for the purposes set forth herein.

14.17 Tax Notice. Licenser hereby provides notice pursuant to California Revenue and Taxation Code Section 107.6, and Licensee acknowledges, that this Agreement may create a possessory interest and Licensee may be subject to property taxes levied on such interest, as described in California Revenue and Taxation Code Section 107.6. Licensee shall pay directly to the appropriate authority, when due, all real and personal property taxes, fees, and assessments, assessed against the area licensed and the Equipment.

14.18 Counterparts. This Agreement (and any Supplement) may be executed in multiple counterparts, including by electronic means, each of which shall be deemed an original, and all such counterparts once assembled together shall constitute one integrated instrument.

[signature page to follow]

SIGNATURE PAGE TO MUNICIPAL FACILITY LICENSE AGREEMENT

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be legally executed as of the Effective Date.

Licensor:

CITY OF STANTON

By: _____

Name: _____

Title: _____

ATTEST:

_____, Clerk

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE

BY: _____
City Attorney

Licensee:

CROWN CASTLE FIBER LLC

By: _____

Name: _____

Title: _____

Exhibits:

Exhibit A – Supplement

Exhibit B – Application

Exhibit C – Design Standards

EXHIBIT A
FORM OF SUPPLEMENT
SUPPLEMENT

This Supplement ("Supplement"), is approved by Licensor this _____ day of _____, 20____ (the date executed by all parties, referred herein as "Supplement Effective Date").

1. Supplement. Licensee has submitted an application for approval to use a Municipal Facility pursuant to that certain Municipal Facility License Agreement between Licensor, _____, and Licensee, _____, dated _____, 20__ ("Agreement"). Licensor has reviewed the Application to Use Municipal Facility and grants approval subject to the terms of this Supplement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification, or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein. IF THE SUPPLEMENT IS NOT COUNTER-SIGNED BY LICENSEE AND RETURNED TO LICENSOR WITHIN 30 DAYS AFTER LICENSOR HAS GRANTED APPROVAL, THE SUPPLEMENT SHALL BE VOID AND OF NO LEGAL EFFECT. IF LICENSEE STILL WANTS TO USE THE MUNICIPAL FACILITY, LICENSEE WILL BE REQUIRED TO SUBMIT A NEW APPLICATION AND ASSOCIATED FEES.

2. Licensed Area Description and Location. Licensee shall have the right to use the space on the specific Municipal Facility (the "Licensed Area") depicted in Attachment 1 attached hereto to install Equipment as further listed in Attachment 2 attached hereto.

3. Equipment. The Equipment to be installed at the Licensed Area is described in Attachment 2 and depicted in Attachment 1.

4. Term. The term of this Supplement shall commence on the Supplement Effective Date and continue for in the Term of the Agreement.

5. License Fee. The initial License Fee for this Supplement shall be as follows per year: _____. License Fee is subject to annual increase and is payable in accordance with Section 5 of the Agreement.

6. Performance Bond. The amount of the Performance Bond shall be _____.

7. Miscellaneous._____.

[signature page follows]

IN WITNESS THEREOF, the parties hereto have caused this Supplement to be legally executed in duplicate, effective upon execution by both parties.

Licensors:

CITY OF STANTON

By: _____

Name: _____

Title: _____

Date: _____

Licensee:

Accepted:

By: _____

Name: _____

Title: _____

Date: _____

Attachments:

Attachment 1 – Licensed Area

Attachment 2 – Equipment List and Description

Attachment 1

Licensed Area

[site plan showing licensed area of applicable Municipal Facility and showing proposed Equipment installation]

Attachment 2

Equipment List and Description

EXHIBIT B

APPLICATION TO USE MUNICIPAL FACILITY

Applicant: _____ Date: _____

Licensee: _____ Application/License#: _____

Type of Municipal Facility	Alteration Required	Small Cell Equipment Heights (provide both (1) the overall height of pole structure with added facilities; and (2) the height of individual facilities)	Small Cell and Base Equipment Weights	Small Cell And Base Equipment Dimensions	Location of Any Additional Equipment
<i>[street light] [traffic light] [other, specify]</i>	<i>[Pole Reinforcement] [Pole Replacement] [None]</i>				<i>[Installed on Pole, specify attachment height, weight and dimensions] [Installed on/in Ground (Vault), specific dimensions] [Other Location] [Not Applicable/Needed]</i>

APPLICANT SHALL PROVIDE THE FOLLOWING AS APPLICABLE:

- Site plan and engineering design and specifications for installation of Equipment, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance. Also indicate whether **[unmetered electricity]** is available at the site.
- Include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of proposed Equipment.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
- The number, size, type, and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.
- A check for **(\$)** for the Application Fee.

APPLICANT REPRESENTATIVE: _____

PRINT NAME: _____

TITLE: _____

TELEPHONE: _____ **EMAIL:** _____

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 11, 2023

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,
CALIFORNIA APPROVING SUBDIVISION PARCEL MAP NO. 2017-160**

REPORT IN BRIEF:

The subdivision parcel map for the development of two (2) single-family residential dwelling units for condominium purposes for the property located at 10572 Lexington Street has been submitted by the developer for final certification and recordation.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332 (In-Fill Development); and
2. Adopt Resolution No. 2023-06 approving final Parcel Map No. 2017-160, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,
CALIFORNIA, APPROVING SUBDIVISION PARCEL MAP NO. 2017-160
FOR THE PROPERTY LOCATED AT 10572 LEXINGTON AVENUE”;** and

3. Find that the recordation of Parcel Map No. 2017-160 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
5. Authorize the Mayor to execute the Subdivision Improvement Agreement for Parcel Map No. 2017-160; and
6. Direct the City Engineer to review and approve any further technical edits necessary to allow for County Surveyor approval and for recordation of the map with the County Recorder of Orange County, and if edits are necessary, to require a revised Parcel Map; and

7. Direct the City Clerk to endorse on the face of the map of the Parcel Map, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.

BACKGROUND:

On August 19, 2020, the Planning Commission of the City of Stanton adopted Site Plan and Design Review SPDR-802, and Tentative Parcel Map No. TM19-03, for development of two single-family detached dwelling units for condominium purposes for the property located at 10752 Lexington Street.

As a condition of approval of the project, a final tract map must be completed, reviewed, and approved by the City Council. The final map has been reviewed and found to be in compliance with the City's general plan and zoning land use designations. The Parcel Map must be recorded prior to the sale of any unit.

ANALYSIS AND JUSTIFICATION:

Recording of the final parcel map is required per Section 66426 of the Subdivision Map Act. The City Engineer has reviewed the subdivision Parcel Map No. 2017-160 and all associated documentation, and he is satisfied that the final tract map substantially complies with Site Plan and Design Review SPDR-802.

Orange County Public Works has also reviewed Parcel Map No. 2017-160 and has certified to the technical correctness of the Map and its compliance with the provisions of the Subdivision Map Act.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), this project has been determined to be categorically exempt under Section 15332, Class 32 (In-Fill Development).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE:

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

Prepared by: Han Sol Yoo, E.I.T, Associate Engineer

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

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Resolution No. 2023-06
- B. Final Parcel Map No. 2017-160
- C. Subdivision Improvement Agreement for Parcel Map No. 2017-160

RESOLUTION NO. 2023-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SUBDIVISION PARCEL MAP NO. 2017-160 FOR THE PROPERTY LOCATED AT 10572 LEXINGTON STREET

WHEREAS, on August 19, 2020, the Planning Commission of the City of Stanton adopted Site Plan and Design Review SPDR-802, and Tentative Parcel Map, TM 19-03, for development of two (2) single-family residential dwelling units for condominium purposes for the property located at 10572 Lexington Street; and

WHEREAS, all necessary documentation associated with this subdivision have been reviewed by the City Engineer; and

WHEREAS, the final map is substantially in compliance with the previously approved Tentative Parcel Map, TM 19-03; and

WHEREAS, the City Council has made the finding that none of the conditions for mandatory denial exist relative to the proposed subdivision, in accordance with Section 66474, 66474.1 and 66474.2 of the Subdivision Map Act; and

WHEREAS, the City Council finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section) 65450) of Chapter 3 of Division 1 of the Government Code; and

WHEREAS, the City Council finds that final Parcel Map No. 2017-160 satisfies the provisions of the Subdivision Map Act, Stanton Municipal Code and the Conditions of Approval.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Stanton, California, hereby approves final Parcel Map No. 2017-160.

ADOPTED, SIGNED AND APPROVED this 11th day of April, 2023.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2023-06 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on April 11, 2023, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

SHEET 1 OF 3 SHEETS

ALL OF TENTATIVE PARCEL MAP
NO. 2017-160
TOTAL ACREAGE: 10,905 S.F. GROSS
9,319 S.F. NET
1 NUMBERED PARCEL
DATE OF SURVEY: 5/04/2017

PARCEL MAP NO. 2017-160

IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF THE
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, IN
TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN RANCHO LOS COYOTES, SHOWN
AS PARCEL 33 OF LICENSED SURVEYOR’S MAP, FILED IN BOOK 2, PAGE 53
OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY.

FOR CONDOMINIUM PURPOSES

ALFRED J. THELWELL, LS 6999, SOCAL ENGINEERING, MAY 2017

ACCEPTED AND FILED AT THE
REQUEST OF

CHICAGO TITLE COMPANY
DATE
TIME FEE \$
INSTRUMENT #
BOOK PAGE

HUGH NGUYEN
COUNTY CLERK – RECORDER

BY
DEPUTY

OWNERSHIP CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN
THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND
RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.
WE HEREBY DEDICATE TO THE CITY OF STANTON:

1. AN 4.00 FOOT WIDE EASEMENT OVER PARCEL 1 FOR SIDEWALK PURPOSES AS SHOWN
ON SAID MAP.

AMAC PROPERTY INVESTMENTS, LLC (OWNER)

BY:

PRINT NAME:

TITLE:

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF) SS

ON BEFORE ME, ,

A NOTARY PUBLIC, PERSONALLY APPEARED ,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE
PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND
ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR
AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE
INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S)
ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE:

PRINT NAME:

MY PRINCIPAL PLACE OF BUSINESS IS IN
COUNTY

MY COMMISSION EXPIRES:

COMMISSION NUMBER:

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION
MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

SOCAL GAS CO., SUCCESSOR IN INTEREST TO SOUTHERN COUNTIES GAS COMPANY, HOLDER
OF AN EASEMENT FOR GAS LINE PURPOSES PER DOCUMENT RECORDED SEPTEMBER 25,
1933 IN BOOK 633, PAGE 408 OF OFFICIAL RECORDS.

AT&T, SUCCESSOR IN INTEREST TO PACIFIC TELEPHONE AND TELEGRAPH COMPANY,
HOLDER OF AN EASEMENT FOR TELEPHONE, TELEGRAPH AND COMMUNICATION PURPOSES
PER DOCUMENT RECORDED NOVEMBER 26, 1948 IN BOOK 1764, PAGE 544 OF OFFICIAL
RECORDS.

GOLDEN STATE WATER COMPANY, SUCCESSOR IN INTEREST TO SOUTHERN CALIFORNIA
WATER COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINE PURPOSES PER DOCUMENT
RECORDED FEBRUARY 1, 1961 IN BOOK 5614, PAGE 545 OF OFFICIAL RECORDS.

THE CITY OF STANTON, HOLDER OF AN EASEMENT FOR ROAD AND UTILITY PURPOSES PER
DOCUMENT RECORDED OCTOBER 25, 1960 IN BOOK 5479, PAGE 374 OF OFFICIL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR GAS PIPELINES
PURPOSES PER DOCUMENT RECORDED NOVEMBER 10, 2021 AS INSTRUMENT NO.
2021000693902 OF OFFICIAL RECORDS.
SAID EASEMENT IS BLANKET IN NATURE.

SURVEYOR’S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A
FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP
ACT AND LOCAL ORDINANCE AT THE REQUEST OF AMAC PROPERTY INVESTMENT LLC.
IN MAY, 2017. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER
AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH
POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID
MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY
STATE THAT THIS PACERL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR
CONDITIONALLY APPROVED TENTATIVE MAP. IF ANY.

ALFRED J. THELWELL
L.S. 6999, EXP. 9/30/2023

DATED



COUNTY SURVEYOR’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL
MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH
AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATED THIS DAY OF ,

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617

BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 8402

CITY ENGINEER’S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE
SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED
WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL
PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE
BEEN COMPLIED WITH.

DATED THIS DAY OF ,

CESAR RANGEL, R.C.E. NO. 86282, EXP. 3/31/2025
PUBLIC WORKS DIRECTOR / CITY ENGINEER OF THE CITY OF STANTON



CITY CLERK’S CERTIFICATE

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

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY
COUNCIL OF THE CITY OF STANTON AT A REGULAR MEETING THEREOF HELD ON THE
DAY OF , 20, AND THAT THEREUPON SAID COUNCIL DID,
BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ACCEPT ON BEHALF OF THE CITY OF STANTON:

1. THE 4.00 FOOT WIDE EASEMENT, IN FEE, FOR SIDEWALK PURPOSES AS DEDICATED.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION
66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS DAY OF , 20

PATRICIA A. VAZQUEZ, CITY CLERK OF THE CITY OF STANTON

COUNTY TREASURER – TAX COLLECTOR’S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO
LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID
STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED
AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET
PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF
THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO
SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE
LAND COVERED BY THIS MAP.

DATED THIS DAY OF ,

SHARI L. FREIDENRICH
COUNTY TREASURER – TAX COLLECTOR

BY: TREASURER – TAX COLLECTOR

ALL OF TENTATIVE PARCEL MAP
NO. 2017-160
TOTAL ACREAGE: 10,905 S.F. GROSS
9,319 S.F. NET
1 NUMBERED PARCEL
DATE OF SURVEY: 5/04/2017

PARCEL MAP NO. 2017-160

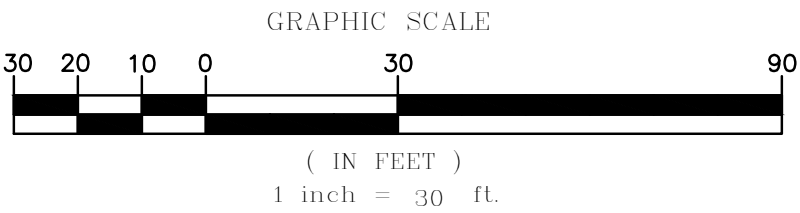
IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA

FOR CONDOMINIUM PURPOSES

ALFRED J. THELWELL, LS 6999, SOCIAL ENGINEERING, MAY 2017

BOUNDARY CONTROL SHEET

SEE SHEET 3 FOR EASEMENT DETAIL, BASIS OF BEARINGS,
DATUM STATEMENT AND GPS CONTROL



FD. PUNCHED DUREL BAR IN OCS WELL AT
CENTERLINE INTERSECTION OF HOLDER ST AND
CERRITOS AVE PER CR 2018-0908 AND R5, DOWN 1.4'.
OCS GPS STATION # 3732.
N 2242891.69, E 6024188.38.

N89°41'18"W BASIS OF BEARINGS
3646.28'

HOLDER STREET
(SOUTH)

MONUMENT NOTES:

- ▲ INDICATES FOUND O.C.S. G.P.S. HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.
- INDICATES FOUND MONUMENT AS NOTED.
- INDICATES SET LT&T TAGGED LS 6999 FLUSH.
- INDICATES SET C-NAIL & TAG LS 6999 FLUSH.

REFERENCES:

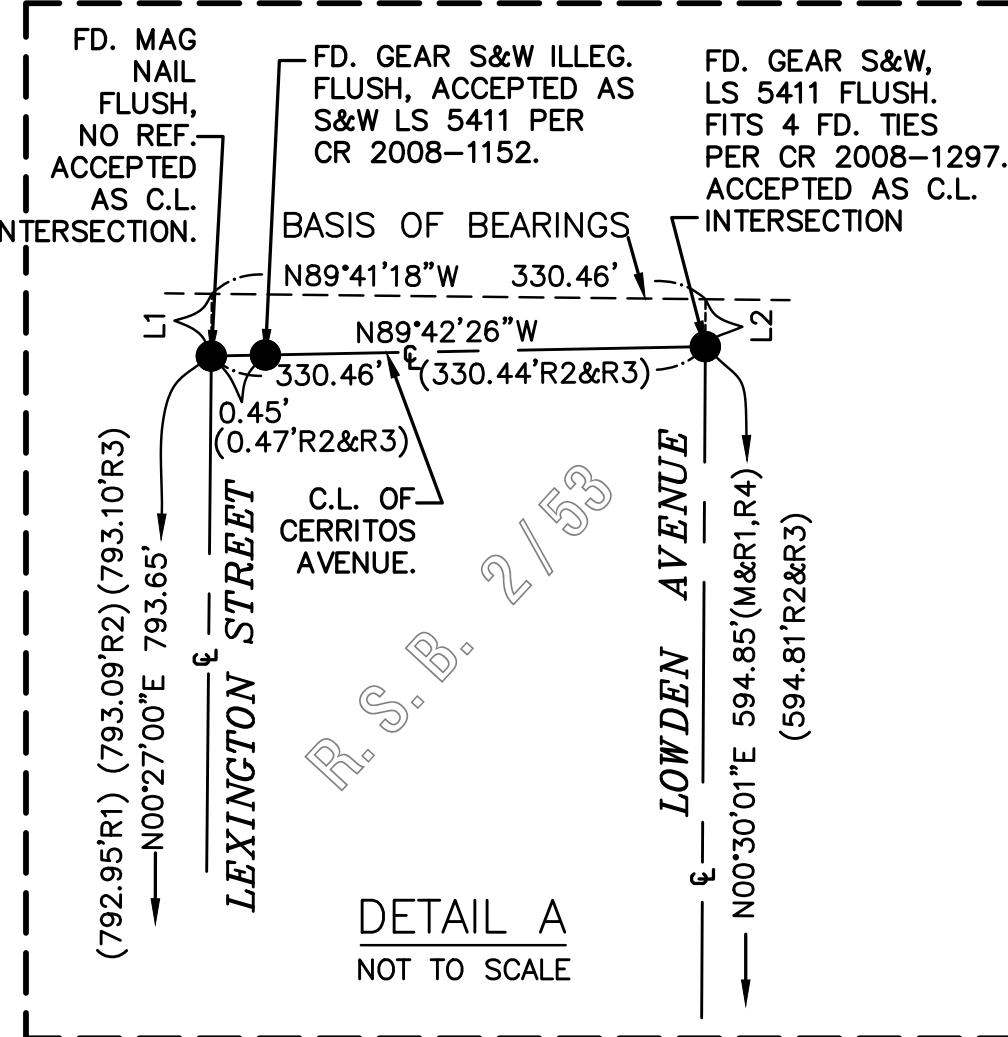
- R1: INDICATES LICENSED SURVEYOR'S MAP, R.S.B. 2/53.
- R2: INDICATES PARCEL MAP NO. 2016-101, P.M.B. 390/7-9.
- R3: INDICATES TRACT NO. 17452, M.M. 919/44-46.
- R4: INDICATES RS 81-1142, R.S.B. 103/15-16.
- R5: INDICATES RS 91-1000, R.S.B. 131/47.
- R6: INDICATES TRACT NO. 2867, M.M. 118/43-45.

GENERAL NOTE:

A DILIGENT SEARCH FOR RECORD MONUMENTS IN THE AREA WAS PERFORMED TO ASSIST IN ESTABLISHING THE BOUNDARY LINES OF THIS SURVEY. ALL OF THE MONUMENTS THAT WERE FOUND ARE SHOWN HEREON.

SURVEYOR'S BOUNDARY NOTE:

THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.



SEE DETAIL "A".
FD. GEAR S&W ILLEG. FLUSH, ACCEPTED AS S&W LS 5411 PER CR 2008-1152. ALSO FD. MAG NAIL FLUSH, NO REF.

NW'LY COR. OF LOT 4, OF R1. ESTAB. BY PROPORTION BETWEEN NW'LY COR. OF LOT 4 AND SW'LY COR. OF LOT 32 OF SAID R1.

C.L. OF LEXINGTON STREET AND W'LY LINE OF LOTS 4, AND 29 THROUGH 38, INCLUSIVE, OF R1.

FD. S&W LS 7819 PER R2, FLUSH. ACCEPTED AS PT. ON C.L. OF LEXINGTON STREET AND NW'LY COR. OF LOT 32, OF R1.

SW'LY COR. OF LOT 33, OF R1. ESTAB. BY PRORATION BETWEEN SW'LY CORNERS OF LOTS 32 AND 38, OF R1. SET NOTHING.

TRACT NO. 17452
M.M. 919/44-46

GPS BASIS OF BEARINGS TIE LINE.

N89°42'26"W

N89°42'26"W

N89°42'26"W

N89°42'26"W

N89°42'26"W

N89°42'26"W

N89°42'26"W

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N89°42'26"W

N89°42'26"W

CERRITOS AVENUE

C.L. OF CERRITOS AVENUE.

N'LY LINE OF R1.

330.46' (330.00'R1)

330.44' (330.00'R1)

330.44' (330.00'R1)

330.44' (330.00'R1)

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330.44' (330.00'R1)

330.44' (330.00'R1)

FD. GEAR S&W, FLUSH LS 5411 FITS 4 FD. TIES PER CR 2008-1297. ACCEPTED AS C.L. INTERSECTION. ALSO BEING THE NE COR. OF NW 1/4, SW 1/4, SEC. 23, T.4S., R11W., RANCHO LOS COYOTES

330.46' (330.00'R1)

330.44' (330.00'R1)

330.44' (330.00'R1)

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330.44' (330.00'R1)

330.44' (330.00'R1)

FD. PUNCHED HEX BAR DOWN 0.8' (DOWN 0.9' PER R2) IN OCS WELL MONUMENT PER CR 2009-1662 AND R2. OCS GPS STATION # 3730 N 2242862.88, E 6029486.77 5298.47'(GROUND) 5298.47'(GRID) 1322.19' (1322.20'R2)

330.46' (330.00'R1)

330.44' (330.00'R1)

330.44' (330.00'R1)

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330.44' (330.00'R1)

330.44' (330.00'R1)

330.44' (330.00'R1)

LINE TABLE		
LINE	LENGTH	BEARING
L1	0.61'	N00°27'00"E
L2	0.51'	N00°30'01"E
L3	5.00' (M&R2&R3)	N89°41'18"W
L4	396.72'(396.12'R1)	N00°27'00"E

L3: PER INFORMATION OF GPS # 3730

SE'LY COR. OF LOT 1, OF R1. ESTAB. BY PRORATION BETWEEN FD. MON. ON C.L. CERRITOS AVENUE AND SE'LY COR. OF LOT 44 OF R1.

NE'LY COR. OF LOT 45, OF R1. ESTAB. BY PRORATION BETWEEN FD. MON. ON C.L. CERRITOS AVENUE AND SE'LY COR. OF LOT 44 OF SAID R1.

C.L. OF LOWDEN STREET AND E'LY LINE OF LOTS 1, AND 39 THROUGH 48, INCLUSIVE, OF R1.

NE'LY COR. OF LOT 44, OF R1. ESTAB. BY PRORATION BETWEEN FD. MON. ON C.L. CERRITOS AVENUE AND SE'LY COR. OF LOT 44 OF R1.

FD. GEAR S&W ILLEG. DN 0.2'. ACCEPTED AS SE'LY COR. OF LOT 44, OF R1 PER R4.

FD. GEAR S&W ILLEG. FLUSH, ACCEPTED AS GEAR S&W LS 4743 PER R4. ACCEPTED AS C.L. INTERSECTION OF LOWDEN AVENUE AND MIDDLESEX DRIVE PER R2, R3, AND R4.

MIDDLESEX DRIVE

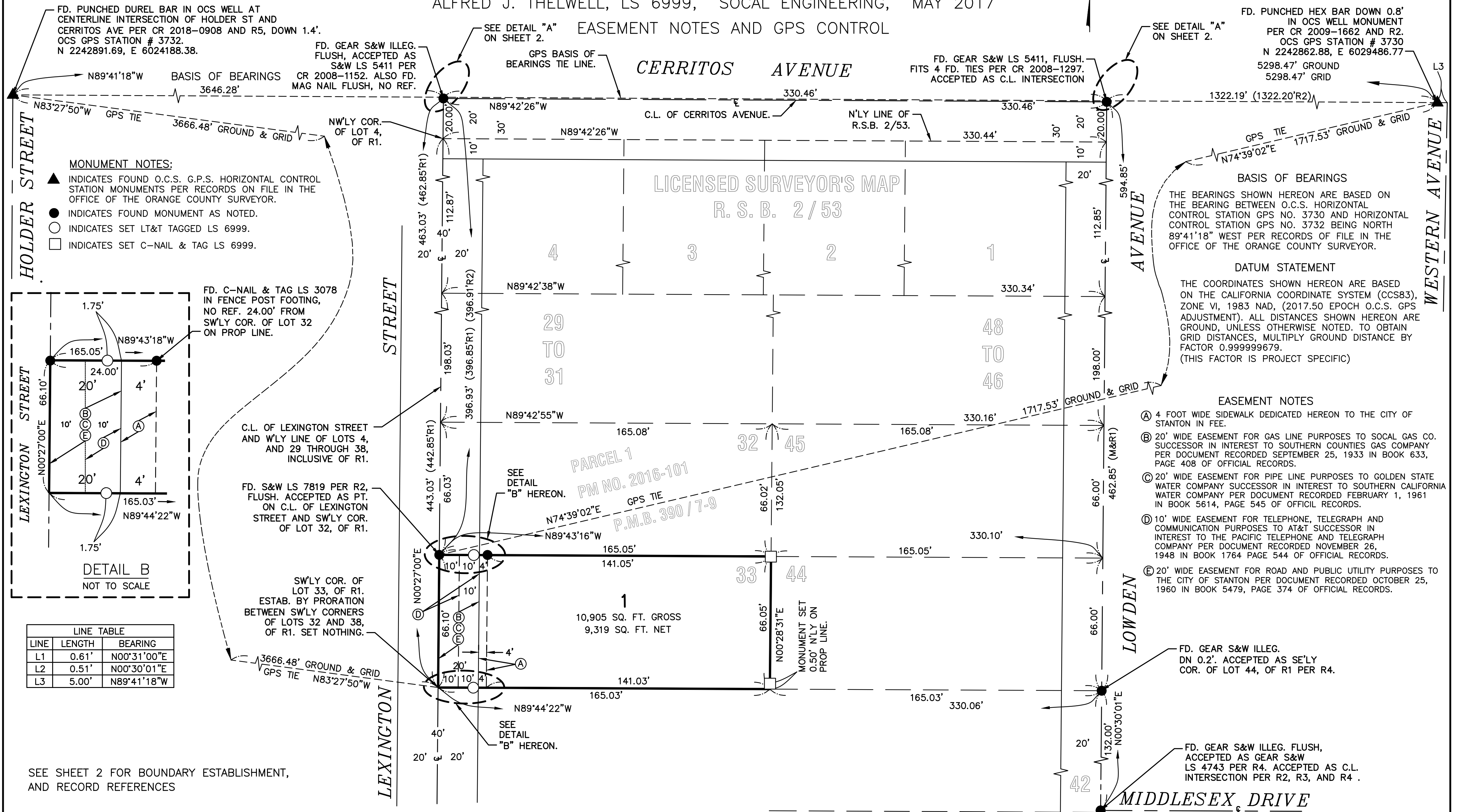
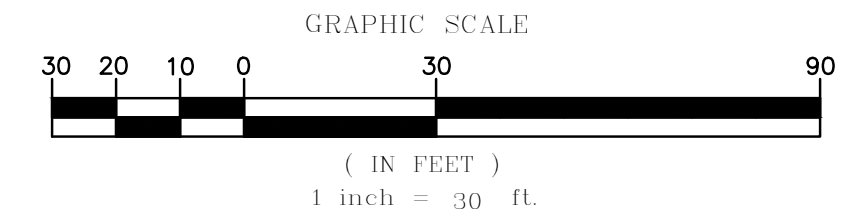
WESTERN AVENUE

LOWDEN

IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA

ALFRED J. THELWELL, LS 6999, SOCAL ENGINEERING, MAY 2017

EASEMENT NOTES AND GPS CONTROL



LINE TABLE		
LINE	LENGTH	BEARING
L1	0.61'	N00°31'00"E
L2	0.51'	N00°30'01"E
L3	5.00'	N89°41'18"W

SEE SHEET 2 FOR BOUNDARY ESTABLISHMENT,
AND RECORD REFERENCES

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
ATTN: City Clerk

(Exempt from Filing Fees - Govt Code § 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
PARCEL MAP NO. [2017-160]

between

THE CITY OF STANTON
a California municipal corporation

and

NOP DANG MAC
AMAC PROPERTY INVESTMENTS, LLC

SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS

PARCEL MAP NO. [2017-160]

This Subdivision Improvement Agreement for the Completion of Public Improvements (“Agreement”), effective _____, 20__, is between the City of Stanton, a California municipal corporation (“City”) and **NOP DANG MAC**, an [x] individual, with its principal office located at 10572 LEXINGTON ST, STANTON, CA 90680 (“Developer”). City and Developer are sometimes individually referred to as “Party” and collectively as the “Parties.”

RECITALS.

- A. On January 08, 2018, Developer submitted to City an application for approval of a tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit A (“Property”). The tentative parcel map was prepared on behalf of Developer by EGL ASSOCIATES, INC, and is identified in City records as PARCEL MAP NO. [2017-160] (“PARCEL MAP NO. [2017-160]”).
- B. Developer’s application for a tentative parcel map for PARCEL MAP NO. [2017-160] was deemed complete on May 26, 2020. On the 19 day of August, 2020, the Stanton City Council conditionally approved Developer’s application for a tentative parcel map for PARCEL MAP NO. [2017-160].
- C. Developer is the owner of the Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.
- D. Developer has not completed all of the work or made all of the public improvements required by Chapter 19 of the Stanton Municipal Code, the Subdivision Map Act (Government Code sections 66410, *et seq.*) (“Map Act”), the conditions of approval for PARCEL MAP NO. [2017-160], or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.
- E. In accordance with Chapter 19 of the Stanton Municipal Code and the applicable provisions of the Map Act, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney, for PARCEL MAP NO. [2017-160].
- F. Developer’s execution of this Agreement and the provision of the security are made in consideration of City’s approval of the final map for PARCEL MAP NO. [2017-160].

TERMS AND CONDITIONS

1. **Effectiveness.** This Agreement taking effect is a necessary condition that must be satisfied before the final map for PARCEL MAP NO. [2017-160] may be recorded. This Agreement only takes effect when each of the following conditions is satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) Developer executes and records this Agreement in the Recorder's Office of the County of Orange; (c) the City Council of the City of Stanton ("City Council") approves the final map for PARCEL MAP NO. [2017-160]; and (d) Developer has satisfied all other conditions of the tentative map for PARCEL MAP NO. [2017-160].
2. **Definitions.** For purposes of interpreting and enforcing this Agreement, the term "City" includes, but is not be limited to, the City Council, City Engineer, Director of Community Development, Building Official, and any of their authorized representatives. City has absolute discretion to determine which public body, public official or public employee may act on behalf of City for any particular purpose.
3. **Public Improvements.**
 - 3.1 **Scope and Cost.**
 - (A) Developer will construct or cause to be constructed at its own cost, expense, and liability all improvements required by City as part of the approval of PARCEL MAP NO. [2017-160], including, but not limited to, all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as shown in detail on the plans, profiles, and specifications that have been prepared by or on behalf of Developer for Parcel Map No. [2017-160] ("Public Improvements"). The Public Improvements are more specifically described in Exhibit B, which is attached hereto and incorporated herein by this reference.
 - (B) Construction of the Public Improvements includes all transitions and other incidental work deemed by City to be necessary for drainage or public safety.
 - (C) Developer is responsible for the replacement, relocation, or removal of any component of any utility system or public improvement that is in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal must be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement.

- (D) Developer will provide all equipment, tools, materials, labor, tests, design work, and engineering services that are required by City to complete the Public Improvements.
- 3.2 **Prior Partial Construction of Public Improvements.** If any Public Improvement has been partially completed prior to the execution of this Agreement, Developer will complete the Public Improvement and all others or assure their completion in accordance with this Agreement.
- 3.3 **Permits; Notices; Utility Statements.** Before commencing any work, Developer must, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Public Improvements and performance of Developer's obligations under this Agreement. Developer will conduct the work in full compliance with the regulations, rules, and other requirements contained in each permit or license issued to Developer.
- 3.4 **Pre-approval of Plans and Specifications.** Developer is prohibited from commencing work on any Public Improvement until all plans, specifications, estimates, and bonds for such Public Improvement have been submitted to and approved by the City Engineer and the City Attorney or their authorized designees. Approval by the City Engineer does not relieve Developer from ensuring that all Public Improvements conform to all other requirements and standards set forth in this Agreement.
- 3.5 **Quality of Work; Compliance with Laws and Codes.** The construction plans and specifications for the Public Improvements must be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements must be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable when the work is actually commenced.
- 3.6 **Standard of Performance.** Developer and its contractors, if any, will perform all work required to construct the Public Improvements under this Agreement in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Developer represents and warrants that it or its contractors is skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors have sufficient skill and experience to perform the work assigned to them and that they have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the work, and

that such licenses, permits, qualifications and approvals are and will be maintained throughout the term of this Agreement.

3.7 **Alterations to Improvements.** The Public Improvements in Exhibit B are understood to be only a general designation of the work and improvements to be done, and not a binding description thereof. All work must be done and improvements made and completed as shown on approved plans and specifications and any subsequent alterations thereto. If during the course of construction and installation of the Public Improvements it is determined that the public interest requires alterations in the Public Improvements, Developer will undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and the Public Improvements to be completed may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

3.8 **Superintendence by Developer.**

- (A) Developer will require each contractor and subcontractor to have a competent foreperson on the job at all times when that contractor or subcontractor, or any employee or agent thereof, is performing work on the Public Improvements. Before starting work on the Public Improvements, each contractor and subcontractor must submit in writing the name of the proposed foreperson. Each foreperson must be present at the work site at all times that any work is in progress and at any time that any employee of the contractor or subcontractor is present at the work site. Should a contractor or subcontractor desire to change its foreperson, it must provide the information specified to City.
- (B) Developer will, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and will not employ any unfit person or anyone not skilled in the assigned task. If any person employed by a contractor or subcontractor fails or refuses to carry out the directions of City or appears to City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person must be removed from the project immediately upon request by City, and such person may not again be employed on the work. Such removal may not be the basis for any claim of compensation or damage against City.
- (C) In addition, Developer will maintain an office with a telephone, and Developer or a person authorized to make decisions and to act on Developer's behalf in Developer's absence will be available to be on the job within three hours of being called at such office by City, during the hours of 9:00 a.m. through 5:00 p.m., Monday through Friday, or any other

day or time when work is being performed on the Public Improvements. Developer will also provide City with a telephone number at which Developer, or its representative, will be available 24 hours a day in the event of an emergency.

4. Maintenance of Public Improvements and Landscaping.

- 4.1 City is not responsible or liable for the maintenance, condition, or care of the Public Improvements until City approves and accepts them. City will exercise no control over the Public Improvements until accepted.
- 4.2 Any use by any person of the Public Improvements, or any portion thereof, is at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements.
- 4.3 Developer will maintain all the Public Improvements in a state of good repair until: they are completed by Developer; approved and accepted by City; and the security for the performance of this Agreement is released.
- 4.4 Maintenance includes, but is not limited to,
 - (A) repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers;
 - (B) maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City;
 - (C) removal of debris from sewers and storm drains; and
 - (D) sweeping, repairing, and maintaining in good and safe condition all streets and street improvements.
- 4.5 Developer will cause the sweeping of streets to occur weekly at a minimum. Developer will perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer.
- 4.6 It is Developer's responsibility to initiate all maintenance work, but if it fails to do so, it will promptly perform such maintenance work when notified to do so by City.
- 4.7 If Developer fails to properly prosecute its maintenance obligation under this Agreement, City may do all work necessary for such maintenance and the cost thereof is the responsibility of Developer and its surety under this Agreement. City is not responsible or liable for any damages or injury of any nature in any way

related to or caused by the Public Improvements or their condition prior to acceptance.

5. Construction Schedule.

5.1 Strict Timeline.

- (A) Unless the time for performance is extended in accordance with this section of this Agreement, Developer will complete or have completed the Public Improvements in accordance with the schedule and timeline required by the conditions of approval to PARCEL MAP NO. [2017-160].
- (B) At least 15 days before commencing such work, Developer will notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

5.2 Extensions.

- (A) City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements.
- (B) It is understood that by providing the security required under section 14 below, Developer and its surety consent in advance to any extension of time that may be given by City to Developer and each waive all right to notice of such extension.
- (C) Developer's acceptance of an extension of time granted by City constitutes a waiver by Developer and its surety of all defense of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Public Improvements were to have been completed hereunder.
- (D) In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, and the sufficiency of the improvement security provided by Developer, and to require adjustments thereto when warranted according to City's reasonable discretion.

- 5.3 Accrual of Limitations Period.** Any limitations period provided by law related to breach of this Agreement or the terms thereof does not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Public Improvements.

6. Grading.

6.1 All grading done or to be done in conjunction with construction of the Public Improvements or development of PARCEL MAP NO. [2017-160] must conform to all federal, state, and local laws, ordinances, regulations, and other requirements including, without limitation, City's grading regulations, the National Pollutant Discharge Elimination Systems (NPDES), and stormwater regulations thereunder as administered by the State Water Resources Control Board and Regional Water Quality Control Boards.

6.2 In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading must be completed in accordance with the time schedule for completion of the Public Improvements established by this Agreement and prior to City's approval and acceptance of the Public Improvements and release of the Security as set forth in section 14 below. For clarity, the indemnification obligations in section 17 below extend to and include all grading under this Agreement, including but not limited to, all partial and rough grading work.

7. Utilities. Developer will provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within PARCEL MAP NO. [2017-160] in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the regulations, schedules and fees of the utilities or agencies providing such services. Except for commercial or industrial properties, Developer will also provide cable television facilities to serve each parcel, lot, or unit of land in accordance with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, the requirements of the cable company possessing a valid franchise with City to provide such service within City's jurisdictional limits. All utilities must be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City of Stanton, or by any other state or federal laws or regulations.

8. Fees and Charges. Developer will, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Public Improvements, including, but not limited to, all plan check, report review, engineering, inspection, testing, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to PARCEL MAP NO. [2017-160].

9. City Inspection of Public Improvements. Developer will, at its sole cost, expense, and liability, and at all times during construction of the Public Improvements, maintain reasonable and safe facilities and provide safe access for inspection by City of the Public Improvements and areas where construction of the Public Improvements is occurring or will occur.

10. Default; Notice; Remedies.

- 10.1 **Notice.** If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code, standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand on Developer or its surety, or both, to immediately remedy the default or violation (“Notice”).
- 10.2 **Commencement of Remedy.** Developer will substantially commence the work required to remedy the default or violation within ten days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer will substantially commence the required work within 24 hours thereof. Immediately upon City’s issuance of the Notice, Developer and its surety are liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs expenses as provided for in section 11 below.
- 10.3 **Failure to Remedy; City Action.**
- (A) If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation.
 - (B) All such work or remedial activity is at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety.
 - (C) City’s right to take such actions is in no way limited by the fact that Developer or its surety might have constructed any or none of the required or agreed upon Public Improvements at the time of City’s demand for performance.
 - (D) If City elects to complete or arrange for completion of the remaining work and improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.
- 10.4 **Other Remedies.** No action taken by City under this section 10 prevents City from exercising any other right or pursuing any other legal or equitable remedy available to City under this Agreement or any federal, state, or local law. City may exercise

its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. By way of example, City may institute an action for damages, injunctive relief, or specific performance.

- 11. Administrative Costs.** If Developer fails to construct and install all or any part of the Public Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety are jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

12. Acceptance of Improvements; As-Built or Record Drawings.

12.1 Acceptance.

- (A) If the Public Improvements are properly completed by Developer and approved by the City Engineer, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council may accept the Public Improvements.
- (B) Issuance by City of occupancy permits for any buildings or structures located on the Property does not constitute City acceptance or approval of any Public Improvement.
- (C) The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements before all of the Public Improvements are completed, but early acceptance of a fully completed portion does not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement.
- (D) Notwithstanding paragraph 12.1(C) above, if PARCEL MAP NO. [2017-160] was approved and recorded as a single-phase map, City shall not accept any one or more of the improvements until all of the Public Improvements are completed by Developer and approved by City.
- (E) Upon the total or partial acceptance of the Public Improvements by City, Developer will file with the Recorder's Office of the County of Orange, a notice of completion for the accepted Public Improvements, at which time the accepted Public Improvements become the sole and exclusive property of City without payment therefor.

- 12.2 As-Built Drawings.** Notwithstanding the foregoing, City may not accept any Public Improvement until Developer provides one set of "as-built" or record

drawings or plans to the City Engineer for all such Public Improvements. The drawings must be certified and must reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

13. Reserved.

14. Security; Surety Bonds. Prior to execution of this Agreement, Developer will provide City with surety bonds in the amounts and under the terms set forth below (“Security”). Developer may submit Security in a form other than bonds as allowed under California Government Code Section 66499 *et seq.* and Chapter 19 of the Stanton Municipal Code, which alternative Security may be accepted or rejected by the City Council in its sole and absolute discretion. The amount of the Security must be based on the City Engineer’s approximation of the actual cost to construct the Public Improvements, including the replacement cost for all landscaping (“Estimated Costs”). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer will adjust the Security in the amount requested by City. Developer’s compliance with this section 14 in no way limits or modifies Developer’s indemnification obligations under section 17 below.

14.1 Performance Bond. To guarantee the faithful performance of the Public Improvements and all the provisions of this Agreement, to protect City if Developer is in default as set forth in section 10 above, and to secure Developer’s one-year guarantee and warranty of the Public Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer will provide to City a faithful performance bond in the amount of **\$10,163.00**, which sum may be not less than 100 percent of the Estimated Costs. The City Council may, in its sole and absolute discretion and upon recommendation of the City Engineer, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided under section 14 above, provided that Developer is not in default on any provision of this Agreement or condition of approval for PARCEL MAP NO. [2017-160], and the total remaining security is not less than 25 percent of the Estimated Costs. All security provided under this section will be released at the end of the Warranty period, or any extension thereof as provided in section 14.3 below, provided that Developer is not in default on any provision of this Agreement or condition of approval for PARCEL MAP NO. [2017-160].

14.2 Labor and Material Bond. To secure payment to the contractors, subcontractors, laborers, material suppliers, and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer will provide City a labor and materials bond in the amount of **\$5,081.50**, which sum may not be less than 50 percent of the Estimated Costs. The security provided under this section may be released by written authorization of the City

Engineer after one year or within the time limits established in California Government Code section 66499.7 from the date that City accepts the final Public Improvements at the discretion of City. The amount of the security that is released must be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to 20 percent of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

14.3 **Guarantee and Warranty Bond.**

- (A) Developer hereby guarantees and warrants all Public Improvements against any defective work or labor done or defective materials furnished in the performance of this Agreement, including the maintenance of all public landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer will repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Public Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty are at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvement that is repaired, replaced, or reconstructed during the Warranty, Developer and its surety extend the Warranty for an additional one-year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein relieves Developer from any other liability that it might have under federal, state, or local law to repair, replace, or reconstruct any Public Improvement following expiration of the Warranty or any extension thereof. Developer's warranty obligation under this Section survives the expiration or termination of this Agreement.
- (B) Prior to execution of this Agreement, Developer will provide City with an irrevocable guarantee and warranty bond or cash deposit in the amount of **\$5,081.50**, and warrant the Work, for a period of one year following its completion and acceptance, against any defective work or labor done or defective materials furnished, as required by California Government Code section 66499.3, subdivision (d). Any unused portion of the guarantee and warranty security will be released one year after acceptance of the required improvements by the City Council.

14.4 **Additional Requirements.** The surety for any surety bonds provided as Security must have a current A.M. Best's rating of no less than A:VIII and be authorized to

do business in the State of California and otherwise be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, Developer or its surety will secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety must each stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, the Public Improvements, or the plans and specifications for the Public Improvements in any way affects its obligation on the Security.

- 14.5 **Evidence and Incorporation of Security.** Evidence of the Security must be provided on the forms set forth in Exhibit C, unless other forms are deemed acceptable by the City Engineer and the City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security must be attached to Exhibit C. They are then incorporated herein by this reference.
15. **Monument Security.** Prior to City's execution of this Agreement, to guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for PARCEL MAP NO. [2017-160] in compliance with the applicable provisions of City's Code ("Subdivision Monuments"), Developer will furnish to City a bond in the amount of **\$2,369.00**, which sum may not be less than 100 percent of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said bond may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer and City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, provided that Developer is not in default of any provision of this Agreement or condition of approval for PARCEL MAP NO. [2017-160].
16. **Lien.** To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to sections 14 and 15 above, Developer hereby creates in favor of City a lien against all portions of the Property that are not dedicated to City or to some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to sections 14 and 15 above, City will first attempt to collect against such security prior to exercising its rights as a contract lienholder under this section.
17. **Indemnification.**
- 17.1 Developer will defend, indemnify, and hold harmless City, its elected officials, officers, employees, agents and volunteers from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct

of Developer, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Public Improvements, or performance of this Agreement.

- 17.2 This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, that is caused solely and exclusively by the gross negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify survives the expiration or termination of this Agreement, and is not restricted to insurance proceeds, if any, that are received by Agency, its elected officials, officers, employees, agents or volunteers.

18. Insurance.

- 18.1 **Types; Amounts.** Developer will procure and maintain, and will require its contractors and subcontractors to procure and maintain, during construction of any Public Improvement under this Agreement, insurance of the types and in the amounts described below ("Required Insurance"), without limiting the indemnity provisions of this Agreement. If any of the Required Insurance contains a general aggregate limit, such insurance must apply separately to this Agreement or be no less than three times the specified occurrence limit. For purposes of this section 18, the "indemnified parties" mean City, its elected officials, officers, employees, agents and volunteers, as described in section 17 above. The Required Insurance must contain standard separation of insureds provisions. It must contain no special limitations on the scope of its protection to City, its elected officials, officers, employees, agents and volunteers.

- (A) **Commercial General Liability.** Developer, its contractors and subcontractors must procure and maintain Commercial General Liability Insurance that affords coverage at least as broad as the latest version of Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$5,000,000 per occurrence, and if written with an aggregate, the aggregate must be double the per occurrence limit. Defense costs must be paid in addition to the limits. The policy must contain no endorsement or provision limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third-party action over claims; (4) cross-liability exclusion for claims or suits by one insured against another; or (5) explosion, collapse or underground hazard (XCU).

- (B) **Automobile Liability.** Developer, its contractors and subcontractors must procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident. Such insurance must include coverage for the ownership, operation, maintenance, use, loading, or unloading of any vehicle owned, leased, hired, or borrowed by the insured or for which the insured is responsible. If Developer does not own any company vehicles and if requested by City, this requirement may be satisfied by providing a non-owned auto endorsement to the Commercial General Liability policy.
- (C) **Workers’ Compensation.** Developer, its contractors and subcontractors must procure and maintain workers’ compensation insurance with limits as required by the Labor Code of the State of California and Employers’ Liability Insurance of not less than \$1,000,000 per accident for bodily injury and disease.
- (D) **Professional Liability.** If applicable to this Agreement and required by City, for any consultant or other professional who will engineer or design the Public Improvements, professional liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence must be procured and maintained for a period of three years following completion of the Public Improvements and must specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date must precede the effective date of the initial Agreement and continuous coverage must be maintained or an extended reporting period will be exercised for a period of at least three years from termination of this Agreement. *****LIMITS UP TO \$3,000,000 OR \$5,000,000 MAY BE APPLICABLE. CONSULT CITY FOR APPROPRIATE AMOUNT; DELETE THIS SENTENCE.***]**
- (E) **Contractors Pollution Liability.**
- (1) If applicable to this Agreement and required by City, Developer must procure Contractors Pollution Liability Insurance covering all of Developer’s operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5,000,000 per loss and \$10,000,000 total all losses. The policy must contain no endorsement or provision that limits contractual liability or coverage for cross-liability of claims or suits by one insured against another. Non-owned disposal site coverage must be

provided if handling, storing or generating hazardous materials or any material or substance otherwise regulated under environmental laws or regulations.

- (2) For projects involving transportation of hazardous waste or materials, the policy must include coverage for loading or unloading from the project site to final disposal locations, and all disposal locations must be scheduled as non-owned disposal sites.
- (3) If coverage is written on a claims-made basis, the retroactive date must precede the effective date of the initial Agreement and continuous coverage must be maintained or an extended reporting period will be exercised for a period of at least three years from termination or expiration of this Agreement.

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

18.3 **Certificates; Verification.** Developer and its contractors and subcontractors must furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by City prior to the execution of this Agreement and before work under this Agreement may begin. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

18.4 **Insurer Rating.** Unless approved in writing by City, all Required Insurance must be placed with insurers with a current A.M. Best rating of at least A:VIII, who are authorized to do business in the State of California, and who are satisfactory to City.

18.5 **Endorsements.**

(A) The policy or policies of insurance required by section 18.1(A) (Commercial General Liability), section 18.1(B) (Automobile Liability) and section 18.1(E) (Contractors Pollution Liability), if the latter is required by City, must include the following endorsements:

- (1) **Additional Insured:** The indemnified parties must be additional insureds with regard to liability and defense of suits or claims arising out of the performance of this Agreement. The “Additional Insured

Endorsement” must be on a form similar to Insurance Services Office’s Endorsement form CG 2010 and must contain no other modifications to the policy.

- (2) **Primary Insurance:** This insurance must be primary, and any other insurance, deductible, or self-insurance that might be maintained by the indemnified parties does not contribute with this primary insurance.
 - (3) **Severability:** If any insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy must cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance are not increased thereby.
 - (4) **Cancellation:** The policy may not be canceled nor the coverage suspended, voided, reduced or allowed to expire until a 30-day prior written notice of cancellation has been served on City, except that 10-day prior written notice is allowed for non-payment of premium.
 - (5) **Duties:** Coverage provided to the indemnified parties must not be affected by a failure by the named insured to comply with reporting provisions of the policy or by any breach or violation of a warranty.
 - (6) **Applicability:** The coverage provided therein must apply to the obligations assumed by Developer, its contractors or subcontractors under the indemnity provisions of this Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.
- (B) The policy or policies of insurance required by section 18.1(C) (Workers’ Compensation) must include the following endorsements:
- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
 - (2) **Cancellation:** The policy may not be canceled or the coverage suspended, voided, reduced or allowed to expire until a 30-day prior written notice of cancellation has been served on City, except that 10-day prior written notice is allowed for non-payment of premium.
- (C) The policy or policies of insurance required by section 18.1(D) (Professional Liability), if required by City, must include the following

endorsement: “**Cancellation:** The policy may not be canceled or the coverage suspended, voided, reduced or allowed to expire until a 30-day prior written notice of cancellation has been served on City, except that 10-day prior written notice is allowed for non-payment of premium.”

19. **Signs and Advertising.** Developer understands and agrees to City’s ordinances, regulations, and requirements governing signs and advertising structures. Developer hereby agrees with and consents to the removal by City of all signs or other advertising structures erected, placed, or situated in violation of any City ordinance, regulation, or other requirement. Removal is at the expense of Developer and its surety. Developer and its surety will indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.
20. **Relationship Between the Parties.** The Parties hereby mutually agree that neither this Agreement, nor any map related to PARCEL MAP NO. [2017-160], nor any other related entitlement, permit, or approval issued by City for the Property operates to create the relationship of partnership, joint venture, or agency between City and Developer. Developer’s contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein makes Developer, its contractors or subcontractors an agent, contractor or subcontractor of City.
21. **General Provisions.**
 - 21.1 **Authority to Enter Agreement.** Each Party warrants that the individual or individuals who have signed this Agreement on that Party’s behalf have the legal power, right, and authority make this Agreement and bind that Party. Each individual signing represents and warrants that that individual is duly authorized and has the legal power and right to make this Agreement on behalf of the Party for whom the individual signs.
 - 21.2 **Cooperation; Further Acts.** The Parties will fully cooperate with one another and will take any additional act or sign any additional document as might be necessary, appropriate, or convenient to carry out the purposes of this Agreement. Nothing in this paragraph obligates City to exercise its discretion in any particular way.
 - 21.3 **Construction; References; Captions.** It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement must be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance is deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and subcontractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified

in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

21.4 Notices.

- (A) All notices, demands, invoices, and written communications must be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

(1) **To City:**

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: City Engineer

(2) **To Developer:**

NOP DANG MAC

Address : 10572 LEXINGTON St , STANTON, CA 90680

Contact : NOP DANG MAC, PHONE NUMBER : (714) 642-5437

- (B) Depending on the method of transmittal, notice is deemed received as follows:

- (1) by facsimile, as of the date and time sent;
- (2) by messenger, as of the date delivered; and
- (3) by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

- (C) The Parties are encouraged, but not required to, send a courtesy copy of any written notice, demand, invoice, or written communication by email to the other Party. Email communication does not satisfy the notice obligations above.

21.5 Amendment; Modification.

- (A) No supplement, modification, or amendment of this Agreement is binding unless executed in writing and signed by both Parties.

- (B) The City Manager may, at the Manager's sole and absolute discretion, agree to minor modifications to this Agreement on behalf of the City without City Council approval.

21.6 **Waiver.** City's failure to insist on strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein, or City's waiver of any breach of this Agreement, does not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing is true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of the Public Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Public Improvements or this Agreement.

21.7 **Assignment or Transfer of Agreement.**

- (A) Developer may not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City, which City may grant or withhold at City's sole and absolute discretion. Any attempt to do so is null and void, and any purported assignee, hypothecatee, or transferee acquires no right or interest by reason of such attempted assignment, hypothecation, or transfer.
- (B) Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer does not release or discharge Developer from any duty or responsibility under this Agreement.
- (C) If City consents in writing to such an assignment, any assignee, hypothecatee or transferee must expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.
 - (1) The agreement must be in a form that is satisfactory to the City Attorney and must include provisions requiring the assignee to post bonds or submit another form of financial security that is satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements.
 - (2) The agreement must survive the recordation of the Final Map and must be recorded against each of the proposed lots to inform successors and assigns of the required Public Improvements to be constructed and their time frame for construction. Following any

permitted assignment of the Public Improvements as set forth in this section 21.7, City will release Developer from its obligations so assigned and will release to Developer any bond or other security posted to secure the Public Improvements so assigned; provided, however, that City will not release any security given to secure the performance of any of any Public Improvement that is not assigned.

21.8 **Binding Effect.** Each of the covenants and conditions in this Agreement binds and inures to the benefit of the Parties, and their successors, heirs, personal representatives, and assigns. This section does not authorize a Party to assign any right or obligation.

21.9 **No Third-Party Beneficiaries.** There is no intended third-party beneficiary of any right or obligation assumed by the Parties.

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

21.11 **Consent to Jurisdiction and Venue.**

- (A) This Agreement must be construed in accordance with and governed by the laws of the State of California.
- (B) Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken under this Agreement, must be filed and prosecuted in the appropriate state court in the County of Orange, California.
- (C) Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

21.12 **Attorneys' Fees and Costs.**

- (A) If any arbitration, lawsuit, or other legal action or proceeding is brought by one Party against the other Party in connection with this Agreement or the Property, the prevailing party, whether by final judgment or arbitration

award, is entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs").

(B) Any judgment, order, or award entered in such legal action or proceeding must contain a specific provision providing for the recovery of Costs, which shall include, without limitation, attorneys' and experts' fees, costs and expenses incurred in the following:

- (1) post judgment motions and appeals,
- (2) contempt proceedings, garnishment, levy, and debtor and third-party examination,
- (3) discovery, and
- (4) bankruptcy litigation.

(C) This section 21.12 survives termination or expiration of this Agreement.

21.13 **Counterparts.** This Agreement may be executed in counterpart originals, which taken together, constitute one and the same instrument.

SIGNATURES

CITY OF STANTON

By: _____
David J. Shawver , Mayor

By: _____
Signature

NOP DANG MAC

Print Name

OWNER

Title

ATTEST:

(Seal)

By: _____
Patricia Vazquez, City Clerk

By: _____
Signature

Print Name

Title

APPROVED AS TO FORM:

By: _____
HongDao Nguyen, City Attorney
Best Best & Krieger LLP

NOTE:	Developer's and Surety's signatures must be duly notarized, and appropriate attestations must be included as required by the bylaws, articles of incorporation, or other rules or regulations applicable to Developer's business entity.
--------------	---

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, before me, _____,
personally appeared _____,

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF ORANGE

On _____, before me, _____,
personally appeared _____,

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

- _____
Title(s)
- ☐ Partner(s) ☐ Limited
 ☐ General
- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other: _____

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

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number Of Pages

Date Of Document

Signer(s) Other Than Named Above

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PARCEL MAP NO. [2017-160]

PARCEL 33 OF LICENSED SURVEYOR'S MAP, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 2, PAGE 53 OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY OF RECORDER OF SAID COUNTY.

APN: 079-313-06

EXHIBIT B

LIST OF PUBLIC IMPROVEMENTS

PARCEL MAP NO. [2017-160]

Developer must perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his order, to complete the following Public Improvements in accordance with the plans and specifications on file with City or with any changes required or ordered by the City Engineer which, in his opinion, are necessary or required to complete this work.

Developer is required to perform the following Public Improvements under this Agreement:

- 1). Construction public sidewalk per OCPW Standard 1205.

EXHIBIT C

SURETY BONDS AND OTHER SECURITY

PARCEL MAP NO. [2017-160]

As evidence of understanding the provisions contained in this Agreement, and of Developer's intent to comply with same, Developer has submitted the below described security in the amounts required by this Agreement, and has affixed the appropriate signatures thereto:

PERFORMANCE BOND PRINCIPAL AMOUNT:	\$ <u>\$10,163.00</u>
Surety:	<u>Markel Insurance Company</u>
Attorney-in-fact:	<u>Adriana Valenzuela</u>
Address:	<u>4521 Highwood Pkway, Glen Allen, VA 23060</u>
	<u></u>
	<u></u>

MATERIAL AND LABOR BOND PRINCIPAL AMOUNT:	\$ <u>\$5,081.50</u>
Surety:	<u>Markel Insurance Company</u>
Attorney-in-fact:	<u>Adriana Valenzuela</u>
Address:	<u>4521 Highwood Pkway, Glen Allen, VA 23060</u>
	<u></u>
	<u></u>

GUARANTEE AND WARRANTY SECURITY BOND:	\$ <u>\$5,081.50</u>
Surety:	<u>Markel Insurance Company</u>
Attorney-in-fact:	<u>Adriana Valenzuela</u>
Address:	<u>4521 Highwood Pkway, Glen Allen, VA 23060</u>
	<u></u>
	<u></u>

MONUMENT SECURITY BOND:	\$ <u>2,369.00</u>
Surety:	<u>Markel Insurance Company</u>
Attorney-in-fact:	<u>Adriana Valenzuela</u>
Address:	<u>4521 Highwood Pkway, Glen Allen, VA 23060</u>
	<u></u>
	<u></u>

SUBJECT TO RENEWAL

LABOR AND MATERIAL BOND

WHEREAS the City of Stanton, California (“City”) and Nop Dang Mac
____ (“Principal”), have executed an agreement for
work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services,
and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary
sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other
required facilities for Parcel Map No. [2017-160] (“Public Improvements”);

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

NOW, THEREFORE, Principal and Markel Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Illinois, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City and to any and all material men, persons, companies or corporations furnishing materials, provisions, and other supplies used in, upon, for or about the performance of the Public Improvements, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to the Public Improvements to be done, and all persons performing work or labor upon the same and all persons supplying both work and materials as

aforesaid excepting the Principal, the sum of ^{*} **[INSERT AMOUNT WRITTEN OUT]**
DOLLARS, (\$[INSERT NUMBERS]), said sum being not less than 50% of the total cost of the
Public Improvements under the terms of the Improvement Agreement, we bind ourselves, our
heirs, executors and administrators, successors and assigns jointly and severally, firmly by these
presents.

*Five thousand Eighty One and 50/100

**(\$5,081.50)

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his or its
subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay for any
materials, provisions, or other supplies or machinery used in, upon, for or about the performance
of the Public Improvements, or for work or labor thereon of any kind, or fail to pay any of the
persons named in California Civil Code Section 9100, or amounts due under the Unemployment
Insurance Code with respect to work or labor performed by any such claimant, or for any amounts
required to be deducted, withheld, and paid over to the Employment Development Department
from the wages of employees of the contractor and his subcontractors pursuant to Section 13020
of the Unemployment Insurance Code with respect to such work and labor, and all other applicable
laws of the State of California and rules and regulations of its agencies, then said Surety will pay
the same in or to an amount not exceeding the sum specified herein.

As part of the obligation secured hereby, and in addition to the face amount specified
therefor, there shall be included costs and reasonable expenses and fees, including reasonable
attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs
and included in any judgment rendered.

This bond is executed and filed to comply with Section 66499, et seq., of the California
Government Code and Chapter 19 of the Stanton Municipal Code as security for payment to
contractors, subcontractors, and persons furnishing labor, materials, or equipment for construction
of the Public Improvements or performance of the Improvement Agreement. It is hereby expressly
stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies,
and corporations entitled to file claims under Title 3 (commencing with section 9000) of Part 6 of
Division 4 of the California Civil Code, so as to give a right of action to them or their assigns in
any suit brought upon this bond.

Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and
specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in
any way affect its obligations on this bond, and it does hereby waive notice of any such change,
extension of time, alteration, or addition.

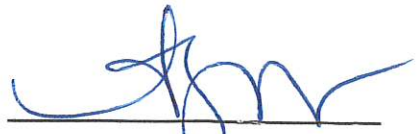
(Signatures on following page)

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at San Bernardino, CA, this 3rd day of January, 2023.

Nop Dang Mac
Principal

Markel Insurance Company
Surety

By: 
President

By: 
Attorney-in-Fact

NOP DANG MAC
Print Name

Adriana Valenzuela
Print Name

[ADD ADDITIONAL SIGNATURES IF NECESSARY]

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal to the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing board.

(Corporate Seal)

Signature

Date

NOTE: A copy of the Power of Attorney to local representatives of the bonding company must be attached hereto of a local representative signs.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

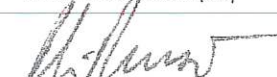
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 10th day of August, 2022.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company


By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 10th day of August, 2022 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

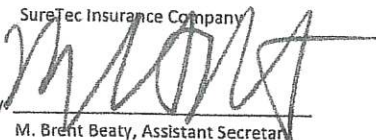


By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

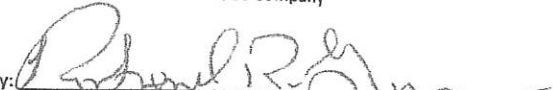
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 3rd day of January, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE NO 07500
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

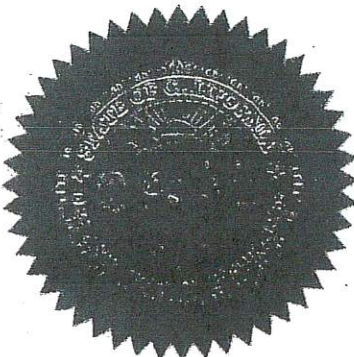
Markel Insurance Company

of Deerfield, Illinois , organized under the
laws of Illinois , subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 16th
day of January , 2002 , I have hereunto
set my hand and caused my official seal to be affixed this
 16th day of January , 2002



By

Harry W. Low
Insurance Commissioner

Victoria S. Sidani
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California

County of San Bernardino

SS.

On JAN 03 2023

before me,

Rebecca Elizabeth Adcock, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Adriana Valenzuela

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer

Title _____

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: _____

RT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

BOND NO. 4461639
INITIAL PREMIUM: \$250.00
SUBJECT TO RENEWAL

CITY OF STANTON

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Stanton, California ("City") and Nop Dang Mac ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Parcel Map No. [2017-160] ("Public Improvements");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Subdivision Improvement Agreement for Completion of Public Improvements dated _____, 20__, ("Improvement Agreement");

WHEREAS, the Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Markel Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of Illinois, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the sum of **[INSERT AMOUNT WRITTEN OUT] DOLLARS (\$[INSERT NUMBERS])**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

*Ten Thousand One Hundred Sixty Three and 00/100

**(\$10,163.00)

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in

the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with Section 66499, *et seq.*, of the Government Code of California and Chapter 19 of the Stanton Municipal Code as security for performance of the Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

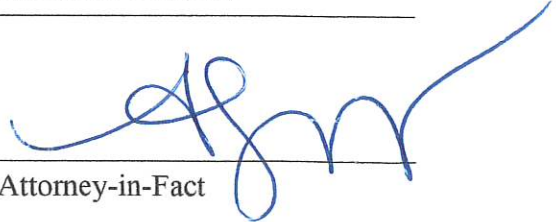
IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at San Bernardino, CA, this 3rd day of January, 2023.

Nop Dang Mac
Principal

By: 
President

NOP DANG MAC
Print Name

Markel Insurance Company
Surety

By: 
Attorney-in-Fact

Adriana Valenzuela
Print Name

[ADD ADDITIONAL SIGNATURES IF NECESSARY]

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

**NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION
BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF
ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING
COMPANY MUST BE ATTACHED TO THIS BOND.**

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal to the within bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for and in behalf of said corporation by authority of its governing board.

(Corporate Seal)

Signature

Date

NOTE: A copy of the Power of Attorney to local representatives of the bonding company must be attached hereto if a local representative signs.

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Jay P. Freeman, Cynthia J. Young, Christina Mountz, Adriana Valenzuela

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

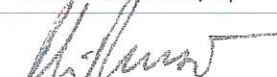
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 10th day of August, 2022.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company

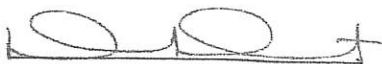
By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 10th day of August, 2022 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

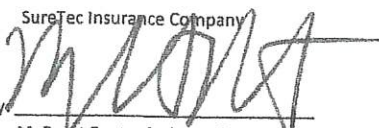


By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

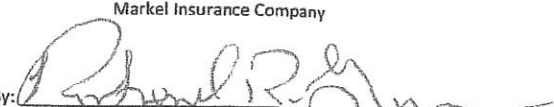
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 3rd day of January, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 510028

For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE N^o 07500
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

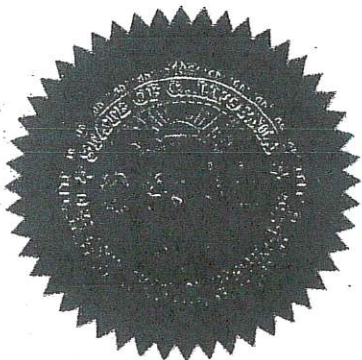
Markel Insurance Company

of Deerfield, Illinois, organized under the
laws of Illinois, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine,
Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 16th
day of January, 2002, I have hereunto
set my hand and caused my official seal to be affixed this
16th day of January, 2002



By

Harry W. Low
Insurance Commissioner

Victoria S. Sidbury
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the
conditions contained herein.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California

County of San Bernardino

SS.

On **JAN 03 2023**

before me,

Rebecca Elizabeth Adcock, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Adriana Valenzuela

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]

Signature of Notary Public



OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer

Title _____

☐ Partner -- ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: _____

Signer is Representing: _____

RT THUMBPRINT
OF SIGNER

Top of thumb here

ORDINANCE NO. 1131

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 10.08.015 TO THE MUNICIPAL CODE TO ESTABLISH PARKING REQUIREMENTS BASED ON CURB MARKINGS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2), 15061(b)(3) AND 15378(b)(5)

WHEREAS, the City of Stanton, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, Vehicle Code section 21458 sets forth the colors of paint local agencies must use on curbs when enacting local parking regulations; and

WHEREAS, as currently written, Stanton Municipal Code Section 10.08.010 regulates general requirements for parking spaces; and

WHEREAS, adopting Stanton Municipal Code Section 10.08.015 will help ensure that the Stanton Municipal Code conforms with the requirements of state law and create clearer delineation of parking zones within the City.

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

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

SECTION 2: The City Council hereby finds that the Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines sections 15060(c)(2), 15061(b)(3), and 15378(b)(5). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable physical change in the environment; and the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3: Section 10.08.015 of Chapter 10.08 of Title 10 of the Stanton Municipal Code, entitled, "Curb Color Markings," is hereby added to read in its entirety as follows:

"10.08.015 Curb Color Markings

The following described curb markings are to indicate parking or standing regulations, and the curb markings shall have the meanings set forth in this section:

- A. A red curb means no stopping, standing or parking a vehicle at any time, unless otherwise stated by a sign on that street, whether the

vehicle is attended or unattended, except that a bus may stop by a curb marked or signed as a bus zone.

- B. A yellow curb means no stopping, standing or parking a vehicle at any time between 7:00 a.m. and 6:00 p.m. of any day, except Sundays, for any purpose other than the loading or unloading of passengers or materials, provided that the loading or unloading of passengers shall not take more than three minutes nor the loading or unloading of materials more than 20 minutes.
- C. A white curb means no stopping, standing, or parking for any purpose other than loading or unloading of passengers, or for the purpose of depositing mail in an adjacent mailbox, which shall not exceed three minutes, and such restrictions shall apply between 7:00 a.m. and 6:00 p.m. of any day, except Sundays.
- D. A blue curb means no stopping, standing, or parking a vehicle at any time except for a vehicle displaying a disabled person parking placard or plates as issued by the California Department of Motor Vehicles.
- E. A green curb means no stopping, standing, or parking a vehicle for a time which exceeds two hours at any time between 7:00 a.m. and 6:00 p.m. of any day, except Sundays.
- F. The City Engineer or their designee is authorized to designate and place curb markings, in compliance with this Section and the Vehicle Code. When such markings have been placed, no person shall stop, stand, or park a vehicle adjacent to any visible curb marking in violation of any of the provisions of this Section."

SECTION 4: This ordinance shall take effect 30 days following its adoption.

SECTION 5: The City Council hereby directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption within five working days of the approval and adoption of this ordinance.

SECTION 6: If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

SECTION 7: The documents and materials that constitute the record of proceedings on which this Ordinance and the above findings have been based are located in the City Clerk's Department, 7800 Katella Avenue, Stanton, California. The City Clerk is the custodian of records.

PASSED, APPROVED, AND ADOPTED this 11th day of April, 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. 1131 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 28th day of March, 2023 and was duly adopted at a regular meeting of the City Council held on the 11th day of April, 2023, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK