



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, MAY 11, 2021 - 6:30 P.M.

SAFETY ALERT – NOTICE REGARDING COVID-19

The President, Governor, and the City of Stanton have declared a State of Emergency as a result of the threat of COVID-19 (aka the "Coronavirus"). The Governor also issued Executive Order N-25-20 that directs Californians to follow public health directives including cancelling all large gatherings. Governor Newsom also issued Executive Order N-29-20 which lifts the strict adherence to the Brown Act regarding teleconferencing requirements and allows local legislative bodies to hold their meetings without complying with the normal requirements of in-person public participation. Pursuant to the provisions of the Governor's Executive Orders N-25-20 and N-29-20 the May 11, 2021, City Council Meeting will be held electronically/telephonically.

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

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

1. Dial the following phone number +1 (669) 900-9128 US (San Jose).
2. Dial in the following **Meeting ID: (863 9923 5670)** to be connected to the meeting.

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

- <https://us02web.zoom.us/j/86399235670?pwd=bmY0bkxxRldCNHo1Tlh0VisrZE01UT09>

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

E-Mail your comments to pvazquez@ci.stanton.ca.us with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment). Comments received no later than 5:00 p.m. before the meeting (Tuesday, May 11, 2021) will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

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

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

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

1. CLOSED SESSION (6:00 PM)

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

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS

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

4. CLOSED SESSION

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

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)
8840 Tina Way, Anaheim, CA (APN 126-481-02)
8850 Tina Way, Anaheim, CA (APN 126-481-03)
8860 Tina Way, Anaheim, CA (APN 126-481-04)
8870 Tina Way, Anaheim, CA (APN 126-481-05)
8880 Tina Way, Anaheim, CA (APN 126-481-06)
8890 Tina Way, Anaheim, CA (APN 126-481-07)
8900 Tina Way, Anaheim, CA (APN 126-481-08)
8910 Tina Way, Anaheim, CA (APN 126-481-09)
8920 Tina Way, Anaheim, CA (APN 126-481-10)
8930 Tina Way, Anaheim, CA (APN 126-481-11)
8940 Tina Way, Anaheim, CA (APN 126-481-12)
8950 Tina Way, Anaheim, CA (APN 126-481-13)
8960 Tina Way, Anaheim, CA (APN 126-481-14)
8970 Tina Way, Anaheim, CA (APN 126-481-15)

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

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

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

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

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

7. **PLEDGE OF ALLEGIANCE**

8. **SPECIAL PRESENTATIONS AND AWARDS**

Townsend Public Affairs State and Federal Legislative report and update.

9. **CONSENT CALENDAR**

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

9B. **APPROVAL OF WARRANTS**

City Council approve demand warrants dated April 9, 2021 – April 22, 2021, in the amount of \$1,364,290.20.

9C. APPROVAL OF MINUTES

1. City Council approve Minutes of Special Meeting – April 27, 2021; and
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – April 27, 2021.

9D. MARCH 2021 INVESTMENT REPORT

The Investment Report as of March 31, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2021.

9E. MARCH 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of March 31, 2021, 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 March 2021.

9F. MARCH 2021 GENERAL FUND REVENUE AND EXPENDITURE REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended March 31, 2021, 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 March 31, 2021.

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 March 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended March 31, 2021.

9G. INTERIM PUBLIC WORKS DIRECTOR / CITY ENGINEER STAFF AUGMENTATION AGREEMENT

Consideration of a Professional Services Agreement with NV5 for Interim Public Works Director / City Engineer services.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) - Continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Authorize the City Manager to execute a Professional Services Agreement on behalf of the City with NV5.

9H. PROPOSED CHANGES TO PERSONNEL RULES AND REGULATIONS

The City Council has established Personnel Rules and Regulations as set forth in Title II, Chapter 2.44 of the Stanton Municipal Code. From time to time the provisions of the Personnel Rules are changed based on changes in federal or state law or the needs of the organization have changed.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378 (b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Approve Resolution No. 2021-14 amending the City of Stanton Personnel Rules and Regulations, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING AND ADOPTING PERSONNEL RULES FOR THE ADMINISTRATION OF THE CITY'S PERSONNEL SYSTEM AND REPEALING ALL OTHER RESOLUTIONS AND MOTIONS INCONSISTENT HERewith".

9I. RESOLUTION ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2021-2022 TO BE FUNDED BY SB 1

The proposed resolution approves a list of projects to be funded by SB 1, The Road Repair and Accountability Act of 2017, for Fiscal Year 2021-22.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopt Resolution No. 2021-12, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2021-22 TO BE FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017."

9J. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING SUBDIVISION TRACT MAP NO. 19062 AND SUBDIVISION IMPROVEMENT AGREEMENT

The subdivision tract map for the development of forty (40) single-family detached condominium units for the property located at 10871 Western Avenue has been submitted for final certification and recordation. The Subdivision Improvement Agreement has been submitted for final approval.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Adopt Resolution No. 2021-11 approving final Tract Map No. 19062, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SUBDIVISION TRACT MAP NO. 19062 FOR THE PROPERTY LOCATED AT 10871 WESTERN AVENUE”; and

3. Find that the recordation of Tract Map No. 19062 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. Direct the City Clerk to endorse on the face of the map of Tract Map No. 19062, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.
6. Authorize the Mayor to execute the attached Subdivision Improvement Agreement for Tract No. 19062.

9K. EMERGENCY MANAGEMENT PERFORMANCE GRANT

The Orange County Sheriff's Department was awarded the Emergency Management Performance Grant (EMPG) FY20, from the California Governor's Office of Emergency Services (CalOES). Included in this grant is a sub award for the City in the amount of \$5,333.00. The EMPG grant is intended to assist local agencies in executing the Orange County Operational Area's Emergency Operations Plan (EOP). The grant performance period is July 1, 2020 through June 30, 2022.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA, and
2. Approve the attached County of Orange Governing Body Resolution Form and Addendum authorizing the City Manager to execute the agreement and other documents required by the County of Orange for participation in the EMPG program on behalf of the City Council.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS **None.**

12. NEW BUSINESS **None.**

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled: Strategic Plan Review and Update.
Mid-Year Budget Review

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY FIRE AUTHORITY

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 6th day of May, 2021.

s/ Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

April 9, 2021 - April 22, 2021

Electronic Transaction Nos.
Check Nos.

1401 -1421
133624 -133696

\$ 1,117,598.00
\$ 246,692.20

TOTAL

\$ 1,364,290.20

Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.



City Manager

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



Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: mbannigan
Printed: 4/27/2021 1:43 PM

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
1401	ANA14665	ANAHEIM COPS 4 KIDS	04/09/2021		
	Y4-Dec 2020	Anaheim Focus Area#1 Dec 2020			4,242.00
	Y4-Dec 2020ot	C4K overtime Dec 2020			2,697.65
	Y4-Jan 2021	Anaheim Focus Area #1 Jan 2021			1,101.00
	Y4-Jan 2021ot	C4K overtime Jan 2021			517.00
	Y4-Nov 2020	Anaheim Focus Area #1 Nov 2020			638.00
	Y4-Nov 2020ot	C4K overtime Nov 2020			2,250.15
Total for Check Number 1401:				0.00	11,445.80
1402	MY14832	MY SAFE HARBOR INC	04/09/2021		
	8 FEB 21	Anaheim CBO-Feb 2021			4,518.00
Total for Check Number 1402:				0.00	4,518.00
1403	BEN15755	BENEFIT COORDINATORS CORPORAT	04/09/2021		
	9002	March 2021 Prism Disability Ins-City			2,212.99
	9002	March 2021 Prism Life Ins-City			442.80
	9002	March 2021 Prism Life Ins-Employee			426.78
Total for Check Number 1403:				0.00	3,082.57
1404	PRE2382	PREFERRED BENEFIT	04/09/2021		
	EIA35003	November 2020 Delta Dental-City Share			1,884.47
	EIA35003	November 2020 Delta Dental-Employee Share			218.63
	EIA35003	November 2020-Cobra Share			69.60
	EIA35363	December 2020 Delta Dental-Employee Share			299.03
	EIA35363	December 2020 Delta Dental-City Share			1,804.07
	EIA35363	December 2020-Cobra Share			69.60
	EIA35773	January 2021 Delta Dental-City Share			1,804.07
	EIA35773	January 2021-Cobra Share			69.60
	EIA35773	January 2021 Delta Dental-Employee Share			299.03
	EIA36145	February 2021-Cobra Share			69.60
	EIA36145	February 2021 Delta Dental - City Share			1,804.07
	EIA36145	February 2021 Delta Dental - Employee Share			299.03
	EIA39528	March 2021-Cobra Share			69.60
	EIA39528	March 2021 Delta Dental-Employee Share			299.08
	EIA39528	March 2021 Delta Dental-City Share			1,763.82
Total for Check Number 1404:				0.00	10,823.30
1405	VSP13387	VISION SERVICE PLAN - (CA)	04/09/2021		
	811933310	April 2021 Health Ins-Employee VSP			75.04
	811933310	April 2021 Health Ins-Employer VSP			470.60
Total for Check Number 1405:				0.00	545.64
1406	TIM14834	TIM SHAW & ASSOCIATES	04/09/2021		
	34	Regional CBO-March 2021			1,375.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 1406:	0.00	1,375.00
1407	OCA2137	COUNTY OF ORANGE TREASURER- T	04/09/2021		
	SH 58881	Sheriff Contract Services Apr 2021			515,646.75
	SH 58881	.25% Early Payment Discount			-2,407.05
	SH 58881	PSTF Community Enhancement Deputy			22,872.50
	SH 58881	Sheriff Contract Services Apr 2021			424,299.84
			Total for Check Number 1407:	0.00	960,412.04
1408	GOL1321	GOLDEN STATE WATER COMPANY	04/13/2021		
	April 12	Jan 20-Mar 18 Water Services Park March 22			112.04
	April 13	Jan 22-Mar 22 Water Services Median March 23			138.39
			Total for Check Number 1408:	0.00	250.43
1409	CAS680	CA ST PERS 103	04/14/2021		
	PPE 3/27/2021	PERS-Employee's Share T1 PPE 3/27/2021			1,858.43
	PPE 3/27/2021	PERS-Survivor New T3 PPE 3/27/2021			23.25
	PPE 3/27/2021	PERS-Survivor Classic T2 PPE 3/27/2021			5.58
	PPE 3/27/2021	PERS-Survivor (Employee) T1 PPE 3/27/2021			9.30
	PPE 3/27/2021	PERS-Employee New T3 PPE 3/27/2021			4,708.47
	PPE 3/27/2021	PERS-City's Share Classic T2 PPE 3/27/2021			2,410.15
	PPE 3/27/2021	PERS-City's Share T1 PPE 3/27/2021			2,928.63
	PPE 3/27/2021	PERS-City's Share New T3 PPE 3/27/2021			5,393.47
	PPE 3/27/2021	PERS-Employee Classic T2 PPE 3/27/2021			1,918.47
			Total for Check Number 1409:	0.00	19,255.75
1410	SED15718	SEDGWICK CLAIMS MANAGEMENT S	04/14/2021		
	2021-00876396	Claims Funding for Payments Issued			300.00
			Total for Check Number 1410:	0.00	300.00
1411	OCF2164	OC FIRE AUTHORITY	04/14/2021		
	S0428154	Stn Annex Prop Tax Pass thru FY20/21			19,599.50
			Total for Check Number 1411:	0.00	19,599.50
1412	OCA2137	COUNTY OF ORANGE TREASURER- T	04/14/2021		
	SC12768	800Mhz 4th Quarter ST0 Apr-Jun FY20/21			6,325.00
			Total for Check Number 1412:	0.00	6,325.00
1413	PUB15477	PUBLIC AGENCY RISK SHARING AUT	04/14/2021		
	3/27/2021	PARS-PPE 3/27/2021			1,160.02
			Total for Check Number 1413:	0.00	1,160.02
1414	JEN14424	ANA JENSEN	04/14/2021		
	PPE 3/27/2021	Wage Garnishment PPE 3/27/2021			200.00
			Total for Check Number 1414:	0.00	200.00
1415	ORA15061	ORANGE COUNTY CONSERVATION C	04/14/2021		
	033121	Regional CBO-Mar 2021			4,655.42
			Total for Check Number 1415:	0.00	4,655.42
1416	BOY14658	BOYS & GIRLS CLUBS OF FULLERTON	04/14/2021		
	32	Fullerton CBO-Focus Area #1: Mar 2021			5,448.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 1416:	0.00	5,448.00
1417	BOY14655 3312021 BIG7Q320-21	BOYS & GIRLS CLUBS OF LA HABRA La Habra CBO: Collab. w/ Rosie's Garage & Ad Regional CBO: Big 7 Collaborative Jan-Mar	04/14/2021		13,913.04 9,234.07
			Total for Check Number 1417:	0.00	23,147.11
1418	GOL1321 April 14 April 14 April 14	GOLDEN STATE WATER COMPANY Jan 25-Mar 23 Water Services Building March 2 Jan 25-Mar 23 Water Services Median March 24 Jan 25-Mar 23 Water Services Park March 24	04/15/2021		663.12 1,216.62 993.21
			Total for Check Number 1418:	0.00	2,872.95
1419	GOL1321 April 16 April 16	GOLDEN STATE WATER COMPANY Jan 27-Mar 25 Water Services Park March 26 Jan 27-Mar 25 Water Services Housing Authority	04/19/2021		687.86 8,745.57
			Total for Check Number 1419:	0.00	9,433.43
1420	INT1569 04/10/2021 04/10/2021 04/10/2021	INTERNAL REVENUE SERVICE (FD) Federal Tax Withholding (ME) Medicare-City Share (MC) Medicare-Employee Share	04/20/2021		20,218.34 2,432.03 2,432.03
			Total for Check Number 1420:	0.00	25,082.40
1421	EDD1067 4/10/2021 4/10/2021	EDD State Tax Withholding State Unemployment	04/20/2021		7,110.15 555.49
			Total for Check Number 1421:	0.00	7,665.64
133624	ALL228 69789	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services 03/21/21-04/03,	04/22/2021		678.90
			Total for Check Number 133624:	0.00	678.90
133625	ATT377 4/12/2021 4/12/2021 4/12/2021	AT&T Cerritos/Knott-Mar 714-236-0402 Cerritos/Dale-Mar 714-826-1129 Cerritos/Magnolia-Mar 714-826-1762	04/22/2021		23.49 23.49 23.49
			Total for Check Number 133625:	0.00	70.47
133626	AUT12223 4072135744	AUTOZONE INC. Motor oil	04/22/2021		20.19
			Total for Check Number 133626:	0.00	20.19
133627	BEA14942 12548 12549	BEAR ELECTRICAL SOLUTIONS, INC Traffic Signal Response-Mar Maintenance Service-Mar	04/22/2021		6,160.00 1,045.00
			Total for Check Number 133627:	0.00	7,205.00
133628	BOY500 202113	BOYS & GIRLS CLUB OF STANTON Stanton-Focus Area# 1 Mar 2021	04/22/2021		7,625.00
			Total for Check Number 133628:	0.00	7,625.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
133629	BOY13501 Feb-21	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Services (FaCT) Invoice for Boys &	04/22/2021		3,778.64
		Total for Check Number 133629:		0.00	3,778.64
133630	C3O13388 130393 130639	C3 TECHNOLOGY SERVICES IT SVCS/Server Monitoring 4/1/21 to 4/30/21 SC/ENG Sharp Copier/Toner/Maintenance 2/9/2	04/22/2021		3,340.00 470.13
		Total for Check Number 133630:		0.00	3,810.13
133631	CAC563 SMIPJan-Mar2021	CA CONSERVATION DEPT SMIP Fee Q1 CY2021 Less 5%	04/22/2021		10,617.50
		Total for Check Number 133631:		0.00	10,617.50
133632	CAS662 503561	CA ST DEPT OF JUSTICE MAR2021/Fingerprints	04/22/2021		49.00
		Total for Check Number 133632:		0.00	49.00
133633	CAL12690 FY20-21 QTR3	CALIFORNIA BUILDING STANDARDS CBSC SB1473 Fee 2021Q1 Less 10% Local Go	04/22/2021		1,542.60
		Total for Check Number 133633:		0.00	1,542.60
133634	CAR630 21017576	CARE AMBULANCE SERVICE INC Ambulance Service/Wayne A Howell	04/22/2021		200.00
		Total for Check Number 133634:		0.00	200.00
133635	CHA16006 4/15/2021	FRANCISCA CHACON DE ZUNIGA SBR funding to reimburse cost of business cause	04/22/2021		4,000.00
		Total for Check Number 133635:		0.00	4,000.00
133636	CHO15993 4/14/21	DAIHEE CHO SBR funding to reimburse cost of business cause	04/22/2021		4,000.00
		Total for Check Number 133636:		0.00	4,000.00
133637	NEW16007 11796	CITY OF NEWPORT BEACH Reimbursement for Amicus Brief	04/22/2021		1,000.00
		Total for Check Number 133637:		0.00	1,000.00
133638	COL15604 47380	COLANTUONO, HIGHSMITH & WHATI JAN-21 thru MAR-21/Under Collection of UUT	04/22/2021		114.62
		Total for Check Number 133638:		0.00	114.62
133639	COM15748 2021-04H	COMMUNICATIONS LAB Regional CBO-Professional Services March 202	04/22/2021		4,500.00
		Total for Check Number 133639:		0.00	4,500.00
133640	FIR1181 82073954	CORELOGIC SOLUTIONS, LLC MAR-21/Geographic Package-Realquest	04/22/2021		315.00
		Total for Check Number 133640:		0.00	315.00
133641	COS11879 2021-18	COST RECOVERY SYSTEM, INC State Mandate Claim Svcs FY19/20	04/22/2021		6,450.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 133641:	0.00	6,450.00
133642	COU15550 PW210059	COUNTY OF ORANGE VOID/REISSUE/WR#133105/Concrete Improv	04/22/2021		11,057.99
			Total for Check Number 133642:	0.00	11,057.99
133643	CYP14813 19-004	CYPRESS POLICE FOUNDATION VOID/REISSUE/WR#130374/Cypress-Focus A	04/22/2021		140.33
			Total for Check Number 133643:	0.00	140.33
133644	DIV13216 CY21 Q1	DIVISION OF THE STATE ARCHITECT AB1379: Amount due to State Architect-10%	04/22/2021		419.20
			Total for Check Number 133644:	0.00	419.20
133645	DOM1014 160877	DOMEN LAWNMOWER New pitchforks	04/22/2021		75.02
			Total for Check Number 133645:	0.00	75.02
133646	ECO1064 2020.9	ECONOMICS, INC. Provide solid waste and recycling consulting for	04/22/2021		1,296.17
			Total for Check Number 133646:	0.00	1,296.17
133647	FRI13695 Feb-21	FRIENDLY CENTER, INC Contractual Services (FaCT) Invoice for Friendl	04/22/2021		3,969.88
			Total for Check Number 133647:	0.00	3,969.88
133648	FRO13927 4/12/21	FRONTIER City Hall frame relay port Apr	04/22/2021		70.39
			Total for Check Number 133648:	0.00	70.39
133649	GRE1360 121411 121411	GREAT SCOTT TREE SERVICE, INC Tree trimming FY 19/20 (10%) Mar Tree trimming FY 19/20 (90%) Mar	04/22/2021		100.25 902.25
			Total for Check Number 133649:	0.00	1,002.50
133650	HAR1416 21-0081 21-0089 21-0090	HARTZOG & CRABILL INC On-Call Traffic Signal Services Ops for Feb Katella Ave OCTA Corridor Project Support-Feb Magnolia Ave OCTA Corridor Project Support-F	04/22/2021		2,248.00 196.00 224.00
			Total for Check Number 133650:	0.00	2,668.00
133651	HDL13965 SIN007912	HDL SOFTWARE, LLC Payment Services February 2021	04/22/2021		279.77
			Total for Check Number 133651:	0.00	279.77
133652	HIL1466 74039 74104	HILL'S BROS LOCK & SAFE INC Need repair lock on exterior doors at sheriffs Repair lock on flag pole in front of City Hall	04/22/2021		139.00 136.50
			Total for Check Number 133652:	0.00	275.50
133653	HIN1468	HINDERLITER DELLAMAS & ASSOCI	04/22/2021		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	SIN007431	Contract Services-Transaction Tax			300.00
		Total for Check Number 133653:		0.00	300.00
133654	HOM1491	HOME DEPOT CREDIT SERVICES	04/22/2021		
	0015533	Katella Community garden supplies			7.01
	0174099	Harry Dotson supplies			192.35
	1170459	Street Landscape Supplies			447.97
	4242468	Supplies for Harry Dotson repairs			375.55
	5174429	Supplies for Harry Dotson repairs			596.98
	7050886	PSTF/Small Tools Supplies			139.00
	7164486	Weed abatement on streets			355.61
	9170715	Supplies for City Hall repairs			67.09
	9174149	Parts for City Hall			56.55
		Total for Check Number 133654:		0.00	2,238.11
133655	ICM1540	ICMA RETIREMENT TRUST #302393	04/22/2021		
	PPE 3/27/2021	PPE 3/27/21-ICMA #302393			4,135.00
		Total for Check Number 133655:		0.00	4,135.00
133656	INS15996	INSURA INSURANCE AGENCY	04/22/2021		
	4/15/2021	SBR funding to reimburse cost of business cause			4,000.00
		Total for Check Number 133656:		0.00	4,000.00
133657	INT1579	INTERVAL HOUSE	04/22/2021		
	Feb-21	(FaCT) Invoice for Interval House			1,328.00
		Total for Check Number 133657:		0.00	1,328.00
133658	INT15739	INTERWEST CONSULTING GROUP, INC	04/22/2021		
	67841	Construction management and inspection service			10,000.00
		Total for Check Number 133658:		0.00	10,000.00
133659	IRA15989	RAFAT IRANI	04/22/2021		
	4/15/2021	SBR funding to reimburse cost of business cause			4,000.00
	SBAP-1-RBP	Reimbursement of Business Expense: Business I			5,400.00
		Total for Check Number 133659:		0.00	9,400.00
133660	HUN12150	JOHN L. HUNTER & ASSOCIATES, INC	04/22/2021		
	STA1FOG12101	FOG-Jan 2021			202.50
	STA1MS412101	NPDES-Jan 2021			2,878.25
		Total for Check Number 133660:		0.00	3,080.75
133661	MED15985	VANESSA MEDINA	04/22/2021		
	22517	Refund for Vanessa Medina for cancelled Friday			5.00
		Total for Check Number 133661:		0.00	5.00
133662	MER12502	MERCHANTS BUILDING MAINTENAN	04/22/2021		
	621602	Janitorial Services at FRC for Apr 2021			303.59
	621602	Janitorial Services at City Hall for Apr 2021			1,482.22
	623026	COVID-19 mitigation-Disinfect and sanitation o			552.00
	623027	COVID-19 mitigation-Disinfect and sanitation o			507.00
		Total for Check Number 133662:		0.00	2,844.81

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
133663	MEY15992 2021-163	MEYTAL MARKETING Refund due to an incorrect check amount for che	04/22/2021		10.00
		Total for Check Number 133663:		0.00	10.00
133664	NAT2050 31537	NATIONWIDE ENVIRONMENTAL SVC; Sweeper Services for Apr 2021	04/22/2021		11,424.93
		Total for Check Number 133664:		0.00	11,424.93
133665	NGU15988 9730	T. JAY NGUYEN FY20/21 C&D Deposit Refund for 12779-12789	04/22/2021		4,500.00
		Total for Check Number 133665:		0.00	4,500.00
133666	NGU15994 4/14/21	TRUONG NGUYEN SBR funding to reimburse cost of business cause	04/22/2021		4,000.00
		Total for Check Number 133666:		0.00	4,000.00
133667	NOW1000 25378	NOWLIN FENCE INC. Repair Block Wall @ Orangewood end at Santa I	04/22/2021		15,350.00
		Total for Check Number 133667:		0.00	15,350.00
133668	FUL14661 033121-9	PATHWAYS OF HOPE Regional CBO-Focus Area #3-Mar	04/22/2021		5,006.95
		Total for Check Number 133668:		0.00	5,006.95
133669	PSI11874 27975	PSI (2) 5-gal container of Taginator	04/22/2021		630.73
		Total for Check Number 133669:		0.00	630.73
133670	PYR12632 165520	PYRO-COMM SYSTEMS INC. Service Call-Fire Alarm @ Sheriff's Station 3/9/2	04/22/2021		185.00
		Total for Check Number 133670:		0.00	185.00
133671	MAI13147 N8800013	QUADIENT LEASING USA, INC Postage Meter Lease 01/30/21-04/29/21	04/22/2021		936.59
		Total for Check Number 133671:		0.00	936.59
133672	QUA15782 2021-03-PR 2021-04	QUALITY MANAGEMENT GROUP, INC Salaries for Management for Tina Pacific Develc Property Management for Tina Pacific Developn	04/22/2021		8,016.66 6,136.36
		Total for Check Number 133672:		0.00	14,153.02
133673	RES2489 3067275 3070011	RESOURCE BUILDING MATERIALS Supplies for City Hall repairs Supplies for City Hall repairs	04/22/2021		294.93 154.93
		Total for Check Number 133673:		0.00	449.86
133674	ROJ15987 21837	NANCY ROJAS Refund for Nancy Rojas for cancelled Hoopster	04/22/2021		79.00
		Total for Check Number 133674:		0.00	79.00
133675	SAL15465	SAL-NB ROOFING	04/22/2021		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	9569	VOID/REISSUE/WR#131420/C&D Deposit ref			234.00
			Total for Check Number 133675:	0.00	234.00
133676	SER15072 R2104704 R2104704	SERVICE FIRST Maintenance on SCP splash pad-Apr Maintenance on Dotson splash pad-Apr	04/22/2021		925.00 925.00
			Total for Check Number 133676:	0.00	1,850.00
133677	SHA15984 20298	DAVID SHAWVER Refund for David Shawver for cancelled banquet	04/22/2021		120.00
			Total for Check Number 133677:	0.00	120.00
133678	SMA15602 8646	SMARTHOME IMPROVEMENT VOID/REISSUE/WR#132347/C&D Deposit Re	04/22/2021		2,220.00
			Total for Check Number 133678:	0.00	2,220.00
133679	SOC2734 04/05/21 04/05/21 04/05/21 04/05/21 04/05/21 04/05/21 04/05/21 04/14/21 04/14/21	SO CAL EDISON Electric Service-Parks Mar Electric Service-Building Mar Electric Service-Signal Mar Stanton District Light Mar Electric Service-Medians Mar Electric Service-SCP Mar Electric Service-Signals Mar Electric Service-Building Mar Electric Service-Parks Mar	04/22/2021		837.52 3,197.57 55.82 9,139.18 208.29 2,008.43 733.53 1,836.55 520.88
			Total for Check Number 133679:	0.00	18,537.77
133680	SOC12606 493665 493666	SO CAL INDUSTRIES Fence Rental @ 10562 Bell Street for Apr Fence rental for Magnolia and Tina Way Mar	04/22/2021		59.11 603.27
			Total for Check Number 133680:	0.00	662.38
133681	GAS1282 4/5/2021 4/5/2021	SOCALGAS Gas Service-City Hall Mar Gas Service-Corp Yard Mar	04/22/2021		651.64 48.59
			Total for Check Number 133681:	0.00	700.23
133682	SOU11880 3794961 3798254	SOUTH COAST A.Q.M.D Permit Fee-ICE (50-500 HP) Em Elec Gen-Diesel Emissions Fee for FY 20/21 for City Yard	04/22/2021		421.02 136.40
			Total for Check Number 133682:	0.00	557.42
133683	SPA15432 4096775 032621	SPARKLETTS Mar-21/Breakroom Water Delivery	04/22/2021		66.86
			Total for Check Number 133683:	0.00	66.86
133684	SPE14381 0012363040121	SPECTRUM Apr-21/Spectrum TV	04/22/2021		97.92
			Total for Check Number 133684:	0.00	97.92
133685	SPR12052	SPRINGBROOK HOLDING COMPANY J	04/22/2021		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	TM INV-003793	ESS Implementation-Feb 2021			211.25
	TM INV-003879	Workflow for ESS			358.00
	TM INV-003904	ESS Implementation			2,323.75
			Total for Check Number 133685:	0.00	2,893.00
133686	STA15990	STANTON MARKETPLACE LLC	04/22/2021		
	SBAP-2-KA	Payment of Business Expense: Business Rent (K			7,500.00
	SBAP-2-RTB	Payment of Business Expense: Business Rent (R			2,100.00
			Total for Check Number 133686:	0.00	9,600.00
133687	STA2817	STAPLES BUSINESS CREDIT	04/22/2021		
	1634240370	Supplies/Building Maintenance			411.44
	1634240370	Office Supplies/Public Safety			168.14
	1634240370	Office Supplies/P&R			115.59
	1634240370	Office Equipment/Heavy-Duty Shredder			1,500.00
	1634240370	Office Equipment/Heavy-Duty Shredder			40.10
	1634240370	Restock Copy Paper/Non-Dept Supplies			465.56
			Total for Check Number 133687:	0.00	2,700.83
133688	TOM14282	TOM VO'S TAEKWONDO	04/22/2021		
	3/17/2020	VOID/REISSUE/WR#131943/Tom Vo-Spring 21			21.00
			Total for Check Number 133688:	0.00	21.00
133689	TOW14437	TOWNSEND PUBLIC AFFAIRS, INC	04/22/2021		
	17004	APR-2021/Advocacy/Consulting Svcs			4,000.00
			Total for Check Number 133689:	0.00	4,000.00
133690	TRA15995	HOA TRAN	04/22/2021		
	4/14/21	SBR funding to reimburse cost of business cause			4,000.00
			Total for Check Number 133690:	0.00	4,000.00
133691	USA15986	JENNY USAMI	04/22/2021		
	22326	Refund for Jenny Usami for cancelled Friday Fu			5.00
			Total for Check Number 133691:	0.00	5.00
133692	VAN13002	VAN RY MAINTENANCE	04/22/2021		
	9406	Community Center floor cleaning Mobile Vaccin			225.00
			Total for Check Number 133692:	0.00	225.00
133693	VEN13764	VENCO WESTERN INC	04/22/2021		
	0155132-IN	Median landscape maintenance-Apr			7,939.00
	0155132-IN	Norm Ross baseball field-Apr			900.00
	0155132-IN	Park landscape maintenance-Apr			4,685.00
	0155132-IN	Street landscape maintenance-Apr			1,490.00
	0155132-IN	Stanton Central Park-Apr			4,592.00
	0155132-IN	Building landscape maintenance-Apr			1,298.00
			Total for Check Number 133693:	0.00	20,904.00
133694	VIS3077	VISTA PAINT CORP	04/22/2021		
	2021-924772-00	Paint Supplies			44.37
	2021-927035-00	Paint Supplies			93.66
	2021-931268-00	Paint Supplies			687.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
Total for Check Number 133694:				0.00	825.24
133695	WGZ1000 21-02-497	W.G. ZIMMERMAN ENGINEERING, INC. Plan checks for Feb 2021	04/22/2021		3,000.00
Total for Check Number 133695:				0.00	3,000.00
133696	WIL12778 010-47494	WILLDAN FINANCIAL SERVICES Overhead Cost Allocation Plan-thru 4/2/2021	04/22/2021		2,182.00
Total for Check Number 133696:				0.00	2,182.00
Report Total (94 checks):				0.00	1,364,290.20

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON
SPECIAL MEETING APRIL 27, 2021

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 5:06 p.m. by Mayor Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Mr. Peter Whittingham.

4. **ROLL CALL**

Present: Council Member Van, Council Member Warren, Mayor Pro Tem Taylor, and Mayor Shawver.

Absent: None.

Excused: Council Member Ramirez.

SPECIAL ORDERS OF THE DAY

5A. STUDY SESSION TO REVIEW COMMUNITY CHOICE ENERGY

At the November 24, 2020 City Council meeting, Council Member Van asked that Community Choice Energy be reviewed at a future City Council Study Session. Staff has researched the topic and has found a variety of information which is in this staff report. Additionally, experts on the subject will present to the City Council as well.

Public Comments:

- Mr. Jose Trinidad Castaneda, Climate Action Campaign submitted an e-public comment in favor of the Community Choice Energy Program and reported that the City of Stanton was rated as one of the least prepared and most at-risk from threats of climate change, including heat events and flooding and that the City must act on climate. Mr. Castaneda further reported that one of the greatest tools to accelerate climate action at the local level, while providing good jobs, cleaner energy, and greater resiliency is Community Choice.
- Mr. Kevin L. Jones, resident and President of Business in a Bucket Institute submitted an e-public comment in favor of the Community Choice Energy Program and reported that the Community Choice Energy is a program that brings freedom of choice, local control, community benefits, cleaner energy, maximize economies of scale, and competition into the electricity marketplace and asks that the City move forward in joining the Orange County Power Authority.

DRAFT

Presentation by Orange County Power Authority:

- Mr. Brian Probolsky, Mr. Ryan Baron, Mr. Gary Saleba, and Ms. Antonia Graham.

Presentation by Southern California Edison:

- Ms. Jessica Fernandez, Government Relations Manager, Mr. Josh Torres, Sr. Advisor, Ms. Teresa Pham, Sr. Advisor

The City Council questioned how power would get to the residents, exit fees, one-time cost, how long will residents have to bear proposed fees, timeframe for repayment costs/fees, timeframe for loan repayment costs/fees, safe space for brown power, state requirement, timeframe in which real data pertaining to savings costs will be received, incentives for joining, pros and cons in joining another entity, Coronavirus Aid, Relief, and Economic Security Act (CARES) rates, effects on solar panel customers, expectations from the City, required staff time, liability, renewable energy, conducted studies, selection process, generation, and delivery costs.

1. The City Council declared that the review is not a project per the California Environmental Quality Act ("CEQA"); and
2. Reviewed the staff report and testimony regarding the subject: and
3. Received and filed the presentation and report.

6. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 6:27 p.m.

MAYOR

ATTEST:

CITY CLERK

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING APRIL 27, 2021

1. **CLOSED SESSION** None.

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

The meeting was called to order at 6:31 p.m. by Mayor / Chairman Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Council Member Hong Alyce Van.

4. **ROLL CALL**

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

Absent: None.

Excused: Council/Agency/Authority Member Ramirez.

5. **SPECIAL PRESENTATIONS AND AWARDS**

Mayor Shawver and Members of the City Council proclaimed the months of May through October 2021 to be Drowning Prevention Awareness Months "Always Watch Your Child Around Water" within the City of Stanton.

6. **CONSENT CALENDAR**

Council Member Warren pulled item 6D from the Consent Calendar for separate discussion.

Motion/Second: Van/Taylor

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

Motion unanimously carried:

DRAFT

CONSENT CALENDAR

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

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated March 26, 2021 – April 8, 2021, in the amount of \$1,510,053.68.

6C. APPROVAL OF MINUTES

1. The City Council approved Minutes of Joint City Council & Planning Commission Special Meeting (Study Session) – April 13, 2021; and
2. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – April 13, 2021.

END OF CONSENT CALENDAR

6D. PURCHASE OF THREE VEHICLES FOR THE DEPARTMENT OF PUBLIC SAFETY USING AIR QUALITY MANAGEMENT DISTRICT (AQMD) FUNDING

Staff is requesting that the City Council authorize the purchase of three (3) Toyota Rav-4's with emergency safety lighting utilizing previously budgeted AQMD funding. These vehicles would be used to support the efforts of the Outreach Coordinator position as well as replace two (2) obsolete Code Enforcement vehicles using previously budgeted, but unused AQMD funding.

Staff report by Mr. James J. Wren, Public Safety Services Director.

Motion/Second: Warren/Taylor

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

Motion unanimously carried:

DRAFT

1. The City Council declared that this action is not a project per the California Environmental Quality Act; and
2. Authorized the City Manager to approve the purchase of three (3) vehicles with emergency safety lighting for use by the Department of Public Safety with no impact to the General Fund using previously budgeted AQMD funding.

7. PUBLIC HEARINGS

7A. PUBLIC HEARING TO CONSIDER PUBLIC BENEFIT AGREEMENT WITH RODEO 39 MARKETPLACE, LLC AND A RELATED ECONOMIC DEVELOPMENT SUBSIDY REPORT

Consideration of an economic development subsidy report and approving a public benefit agreement disbursing an economic development subsidy loan to Rodeo 39 Marketplace, LLC, to help ensure the long-term viability of Rodeo 39 and the economic vitality of the City.

Staff report by Mr. Jarad L. Hildenbrand, City Manager. Including an updated and amended resolution which has been forwarded to the City Council and posted to the City's website for public consumption.

The City Council questioned staff and Rodeo 39 Marketplace representatives regarding the requested proposed amount, spending plan, cost breakdown, repercussions if request is not approved, terms of payment, increased parking, creating ongoing programming, promoting interest in the area to encourage and attract businesses and assist current businesses in flourishing, similar developments with this type of agreement, common development practices, and decrease timeframe of maintenance deficiency and graffiti removal.

The public hearing was opened.

Mr. Brian Donahue, resident submitted an e-public comment questioning how approval of this request positively affects the majority of Stanton residents.

Ms. Alexis Teodoro, Tenayuca Labor Project submitted an e-public comment citing that they currently have an open and pending wage claim with a business within Rodeo 39 Marketplace and asks that the City Council place this decision on hold until the City Council is properly informed of the labor violations within the Rodeo 39 Marketplace. Ms. Teodoro further reported that they are currently representatives to a Stanton resident who has yet to be properly compensated by their former employer within Rodeo 39 Marketplace and that they have also detected and reported this concern with the Labor Commissioner's Office for further investigation.

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

DRAFT

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(8) and 15061(b)(3) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Conducted a Public Hearing pursuant to California Government Code Section 53083; and
3. Adopted Resolution No. 2021-13, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ACCEPTING THE ECONOMIC DEVELOPMENT SUBSIDY REPORT PREPARED PURSUANT TO GOVERNMENT CODE SECTION 53083 REGARDING A PUBLIC BENEFIT AGREEMENT BY AND BETWEEN THE CITY OF STANTON AND RODEO 39 MARKETPLACE, LLC, AND APPROVING SAID PUBLIC BENEFIT AGREEMENT."

As amended and including changes to sections:

- 6.2 Maintenance Deficiency: Changing the cure date from thirty (30) days to fifteen (15) days.
- 6.3 Graffiti: Changing the removal date from fifteen (15) days to seventy-two (72) hours following the discovery of the graffiti.

8. **UNFINISHED BUSINESS** None.
9. **NEW BUSINESS** None.
10. **ORAL COMMUNICATIONS – PUBLIC** None.
11. **WRITTEN COMMUNICATIONS** None.

DRAFT

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

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

None.

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

None.

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

Currently Scheduled:

- Strategic Plan Review and Update.
- Mid-Year Budget Review

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

- Captain Cruz Alday provided the City Council with a Stanton Police Services 2020 yearend review of their operations.

15. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 7:35 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: May 11, 2021

SUBJECT: MARCH 2021 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of March 31, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of March 2021.

BACKGROUND:

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

	<u>Beginning Balance</u>	<u>Net Change</u>	<u>Ending Balance</u>
Cash and Investment Accounts (Pooled-All Funds)	\$ 47,240,918.07	\$ (626,486.48)	\$ 46,614,431.59
Cash (Non-Pooled)	4,461,235.86	36,220.79	4,497,456.65
Total Cash and Investments	<u>\$ 51,702,153.93</u>	<u>\$ (590,265.69)</u>	<u>\$ 51,111,888.24</u>

Between February 28, 2021, and March 31, 2021, the City's total cash and investments decreased by \$590,266. The most significant payment made during the month of March was \$960,412 paid to the County of Orange for monthly law enforcement services.

The attached reports summarize the City investments and deposit balances as of March 31, 2021. The City's cash and investment balances by fund type are presented in Attachment A. A summary of the City's investment portfolio is included as Attachment B. The detail of the City's investments by type are shown in Attachment C.

ANALYSIS:

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

Detailed information regarding the securities contained in the City's investment portfolio is provided in Attachments B and C. As of March 31, 2021, City investments consisted of the following:

	Market Value at March 31, 2021	Average Interest Rate	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 26,368,862.70	0.36%	57.04%	100.00%	Yes
California Asset Management Program (CAMP)	6,249,844.39	0.08%	13.52%	100.00%	Yes
Negotiable Certificates of Deposit	9,458,055.82	2.39%	20.46%	30.00%	Yes
Municipal Bonds	4,152,555.20	2.22%	8.98%	100.00%	Yes
Total Investments	<u>\$ 46,229,318.11</u>		<u>100.00%</u>		

As of March 31, 2021, the average purchase yield to maturity earned on the City's total investment portfolio was 0.89%, which is above the benchmark LAIF return of 0.36%. The weighted average maturity of the City's was approximately 171 days (approximately 5.5 months) as of March 31, 2021, which is in compliance with the City's investment policy restriction of 3.5 years.

FISCAL IMPACT:

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

The City Treasurer controls a \$46.2 million portfolio, with \$13.6 million in investments held in a safekeeping account with Bank of the West.

ENVIRONMENTAL IMPACT :

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION :

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

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

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED MARCH 31, 2021**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 16,621,466.49	\$ 5,392,727.77	\$ (5,742,059.09)	\$ 16,272,135.17
102-111101	General Fund (Transactions & Use Tax)	2,088,369.66	488,157.24	(515,646.75)	2,060,880.15
210-111101	Certified Access Specialists (CASP) Program	40,639.03	3,584.16	-	44,223.19
211-111101	Gas Tax Fund	526,943.39	126,384.15	(41,638.72)	611,688.82
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	225,233.27	53,047.49	(902.870)	277,377.89
220-111101	Measure M Fund	354,958.53	92,588.68	(1,547.590)	445,999.62
221-111101	Community Development Block Grant-COVID-19 (CDBG-CV) Fund	-	-	(15,000.00)	(15,000.00)
222-111101	Community Development Block Grant (CDBG) Fund	113,493.87	100,474.87	(621.09)	213,347.65
223-111101	Protective Services Fund	-	24,380.43	(24,380.43)	-
224-111101	Lighting Maintenance 1919 Act Fund	490,335.66	977,895.67	(1,455,984.15)	12,247.18
225-111101	Lighting/Median Maintenance 1972 Act Fund	833,830.53	422,585.32	(18,623.64)	1,237,792.21
226-111101	Air Quality Improvement Fund	243,623.41	12,668.86	(994.15)	255,298.12
240-111101	Supplemental Law Enforcement Grant Fund (Fiscal Year 2016/17)	4,512.65	-	(4,512.65)	-
242-111101	Supplemental Law Enforcement Grant Fund (current)	482,765.37	1,721.13	(5,253.13)	479,233.37
250-111101	Families and Communities Together (FaCT) Grant Fund	(31,227.06)	24,173.58	(20,642.75)	(27,696.23)
251-111101	Senior Transportation Fund	45,262.18	6,645.25	(2,317.38)	49,590.05
255-111101	CalGRIP Grant Fund (Fiscal Year 2014/15)	31,848.44	97.77	(127.88)	31,818.33
256-111101	CARES Act Fund	(5,831.17)	-	-	(5,831.17)
257-111101	America Rescue Act Plan (ARPA) Fund	-	-	(62,342.85)	(62,342.85)
261-111101	Street Impact Fees Fund	63,443.14	190.78	(249.52)	63,384.40
262-111101	Traffic Signal Impact Fees Fund	45,626.36	139.18	(182.04)	45,583.50
263-111101	Community Center Impact Fees Fund	143,305.53	438.13	(573.04)	143,170.62
264-111101	Police Services Impact Fees Fund	129,436.66	396.00	(517.94)	129,314.72
271-111101	Public Safety Task Force Fund	257,991.75	-	(25,586.51)	232,405.24
280-111101	Stanton Central Park Maintenance Fund	(32,063.71)	44,627.25	(6,963.88)	5,599.66
285-various	Stanton Housing Authority Fund	13,069,563.63	1,434.00	(50,577.78)	13,020,419.85
305-111101	Capital Projects Fund	176,754.22	151,174.55	(151,174.55)	176,754.22
310-111101	Park and Recreation Facilities Fund	3,014,729.14	37,648.20	(12,030.44)	3,040,346.90
501-111101	Sewer Maintenance Fund	5,021,396.43	84,578.04	(124,814.50)	4,981,159.97
502-111101	Sewer Capital Improvement Fund	55,767.36	169.91	(77,222.22)	(21,284.95)
602-111101	Workers' Compensation Fund	280,785.16	862.04	(253,127.47)	28,519.73
603-111101	Liability Risk Management Fund	124,058.25	383.55	(501.65)	123,940.15
604-111101	Employee Benefits Fund	401,505.85	293,688.88	(63,922.11)	631,272.62
605-111101	Fleet Maintenance Fund	496,972.87	9,957.04	(4,309.34)	502,620.57
801-111101	City Trust Fund	322,032.07	53,593.01	(7,773.41)	367,851.67
901-111101	North Orange County Public Safety Task Force (NOCPTF) Trust Fund	1,603,389.11	-	(340,777.89)	1,262,611.22
Total Pooled Cash and Investments⁽¹⁾		\$ 47,240,918.07	\$ 8,406,412.93	\$ (9,032,899.41)	\$ 46,614,431.59
Less: Investments⁽¹⁾		\$ (43,017,675.85)	\$ (3,501,703.70)	\$ 290,061.44	\$ (46,229,318.11)
Cash - Bank of the West General Checking Account		\$ 4,223,242.22	\$ 4,904,709.23	\$ (8,742,837.97)	\$ 385,113.48

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED MARCH 31, 2021**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
101-111103	Payroll Account	\$ -	\$ 206,222.87	\$ (206,222.87)	\$ -
801/101-111107	Website Account	4,380.00	-	-	4,380.00
101-111109	Flexible Spending/AFLAC	3,515.18	-	(436.60)	3,078.58
101-111505	Petty Cash	1,100.00	-	-	1,100.00
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	4,452,240.68	38,850.67	(2,193.28)	4,488,898.07
	Total Cash-Non-Pooled	<u>\$ 4,461,235.86</u>	<u>\$ 245,073.54</u>	<u>\$ (208,852.75)</u>	<u>\$ 4,497,456.65</u>
<u>INVESTMENTS</u>					
	POOLED ALL FUNDS	\$ 43,017,675.85	\$ 3,501,703.70	\$ (290,061.44)	\$ 46,229,318.11
	Total Investments ⁽³⁾	<u>\$ 43,017,675.85</u>	<u>\$ 3,501,703.70</u>	<u>\$ (290,061.44)</u>	<u>\$ 46,229,318.11</u>
	TOTAL CASH AND INVESTMENTS	<u><u>\$ 51,702,153.93</u></u>	<u><u>\$ 8,651,486.47</u></u>	<u><u>\$ (9,241,752.16)</u></u>	<u><u>\$ 51,111,888.24</u></u>

Notes:

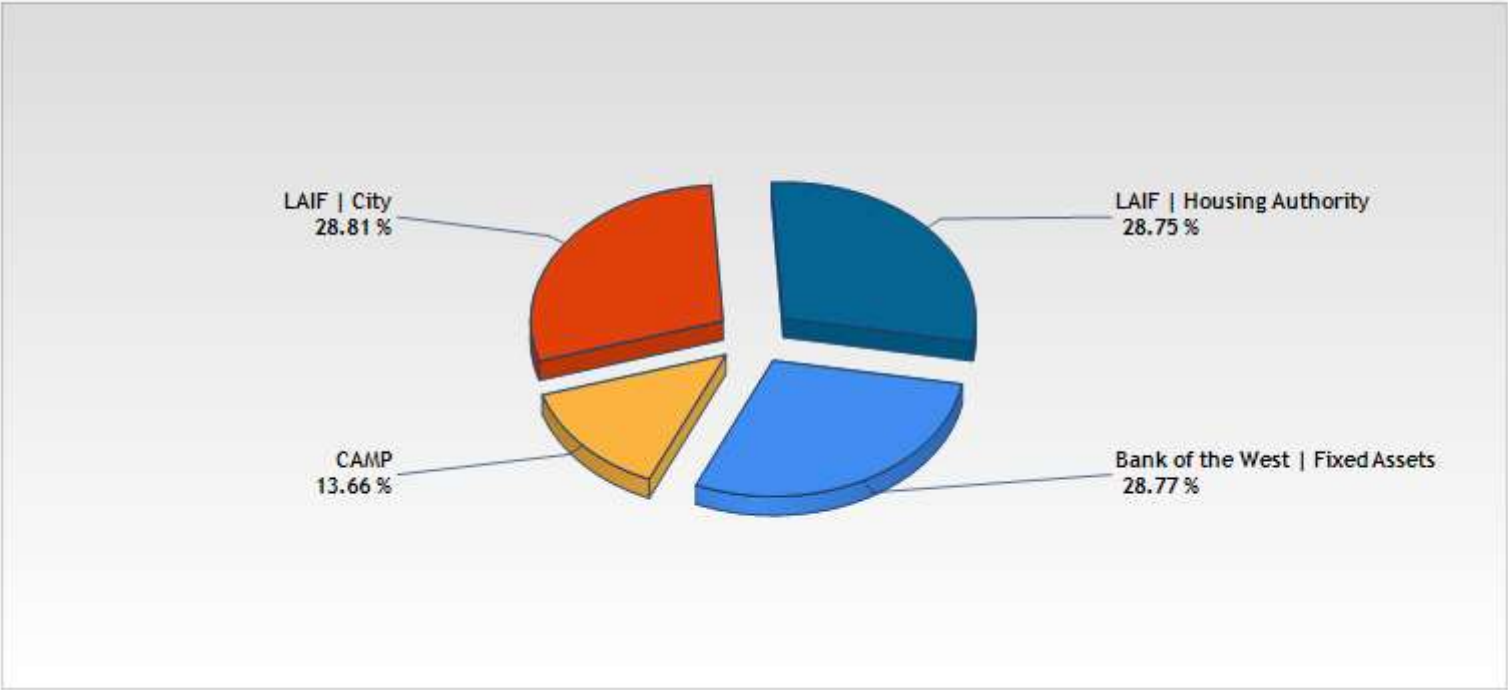
⁽¹⁾ - Pooled cash includes: City's Bank of the West general checking and safekeeping accounts, the City's Local Agency Investment Fund (LAIF) account, the Housing Authority's LAIF account, the California Asset Management Program (CAMP) account, and the Public Agency Retirement Services (PARS) account.

⁽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.

City of Stanton
Distribution
Group By: Portfolio Name
Average By: Face Amount/Shares
Portfolio / Report Group: All Portfolios
As of: 3/31/2021

Portfolio Holdings Distribution by Portfolio Name



Portfolio Name	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
Bank of the West Fixed Assets	13,164,000.00	2.328	13,206,665.15	593	28.77	13,610,611.02	13,174,116.18	1.58
CAMP	6,249,844.39	0.080	6,249,844.39	1	13.66	6,249,844.39	6,249,844.39	0.00
LAIF City	13,181,962.06	0.357	13,181,962.06	1	28.81	13,198,701.21	13,181,962.06	0.00
LAIF Housing Authority	13,153,458.54	0.357	13,153,458.54	1	28.75	13,170,161.49	13,153,458.54	0.00
TOTAL / AVERAGE	45,749,264.99	0.886	45,791,930.14	171	100	46,229,318.11	45,759,381.17	0.46

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 3/31/2021

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											
Abacus Federal Savings NY 1.95 7/21/2021	00257TAY2	7/21/2017	1.950	249,000.00	249,000.00	249,000.00	250,459.14	7/21/2021	112	133.03	0.54
Allegiance Bank TX 2.65 2/14/2023	01748DBB1	4/11/2019	2.650	249,000.00	249,000.00	249,000.00	260,638.26	2/14/2023	685	307.33	0.54
American Eagle Bank IL 2.1 5/23/2022	02554BCN9	6/9/2017	2.100	150,000.00	150,000.00	150,000.00	153,438.00	5/23/2022	418	69.04	0.33
American Express UT 2.35 8/8/2022	02587DV47	8/8/2017	2.350	247,000.00	247,000.00	247,000.00	254,323.55	8/8/2022	495	811.04	0.54
American Express UT 2.4 8/29/2022	02587CFU9	8/29/2017	2.400	247,000.00	247,000.00	247,000.00	254,827.43	8/29/2022	516	487.23	0.54
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	269,257.50	3/25/2024	1,090	119.18	0.55
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	266,972.82	5/23/2024	1,149	144.62	0.54
Barclays Bank DE 2 7/12/2021	06740KKC0	7/12/2017	2.000	247,000.00	247,000.00	247,000.00	248,378.26	7/12/2021	103	1,055.67	0.54
Capital One Bank VA 2.35 3/15/2022	140420Z52	3/15/2017	2.350	248,000.00	248,000.00	248,000.00	253,426.24	3/15/2022	349	255.47	0.54
Capital One VA 2.3 7/19/2022	14042RGN5	7/19/2017	2.300	247,000.00	247,000.00	247,000.00	254,051.85	7/19/2022	475	1,105.07	0.54
Comenity Capital Bank UT 2 6/30/2021	20033AUK0	6/30/2017	2.000	249,000.00	249,000.00	249,000.00	250,212.63	6/30/2021	91	13.64	0.54
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	266,514.66	5/17/2024	1,143	248.32	0.54
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	261,806.07	4/28/2023	758	18.08	0.54
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	264,358.32	7/22/2024	1,209	138.14	0.54
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	258,566.40	9/27/2023	910	88.11	0.52
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	262,089.93	8/23/2024	1,241	106.42	0.54
Goldman Sachs Bank NY 2.35 6/21/2022	38148PKX4	6/21/2017	2.350	247,000.00	247,000.00	247,000.00	253,799.91	6/21/2022	447	1,590.27	0.54
Greenstate FCU IA 1.95 2/28/2023	39573LAF5	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	257,540.70	2/28/2023	699	39.91	0.54
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	263,421.72	4/25/2024	1,121	2,804.06	0.54
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	246,691.63	260,797.62	8/29/2023	881	23.19	0.54

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
I&C Bank of China, NY 2.15 4/12/2022	45581EAC5	8/15/2019	2.104	247,000.00	247,296.40	247,115.08	252,246.28	4/12/2022	377	276.44	0.54
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	266,278.11	4/26/2024	1,122	88.68	0.54
MB Financial Bank IL 1.9 7/21/2021	55266CVW3	7/21/2017	1.900	249,000.00	249,000.00	249,000.00	250,419.30	7/21/2021	112	129.62	0.54
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,764.92	266,721.33	6/28/2024	1,185	47.07	0.54
Medallion Bank UT 2 4/6/2021	58403B6F8	4/6/2017	2.000	249,000.00	249,000.00	249,000.00	249,082.17	4/6/2021	6	341.10	0.54
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	263,163.12	8/23/2023	875	141.90	0.54
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	265,635.72	2/7/2024	1,043	1,086.44	0.54
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	265,635.72	2/7/2024	1,043	1,086.44	0.54
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,749.06	263,075.97	3/27/2023	726	81.86	0.54
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	260,412.10	8/23/2024	1,241	487.23	0.54
Sallie Mae Bank UT 2.3 8/2/2022	795450B61	8/2/2017	2.300	248,000.00	248,000.00	248,000.00	255,281.28	8/2/2022	489	890.76	0.54
State Bank India NY 2.35 3/14/2022	8562846V1	3/14/2017	2.350	248,000.00	248,000.00	248,000.00	253,411.36	3/14/2022	348	271.44	0.54
Synchrony Bank UT 2.4 5/19/2022	87165EL96	5/19/2017	2.400	247,000.00	247,000.00	247,000.00	253,449.17	5/19/2022	414	2,143.82	0.54
Third Federal Savings OH 2 7/28/2021	88413QBN7	7/28/2017	2.000	248,000.00	248,000.00	248,000.00	249,597.12	7/28/2021	119	842.52	0.54
TIAA FSB FL 2.1 7/29/2022	87270LCM3	7/29/2019	2.100	247,000.00	247,000.00	247,000.00	253,538.09	7/29/2022	485	866.87	0.54
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,648.89	263,108.16	5/15/2023	775	621.70	0.54
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	262,119.81	8/28/2024	1,246	39.91	0.54
Sub Total / Average Certificate Of Deposit			2.379	9,074,000.00	9,074,291.40	9,073,969.58	9,458,055.82		692	19,001.62	19.83
Local Government Investment Pool											
CAMP LGIP	CAMP3001	2/29/2020	0.080	6,249,844.39	6,249,844.39	6,249,844.39	6,249,844.39	N/A	1		13.66
LAIF City LGIP	LAIFCITY0895	2/29/2020	0.357	13,181,962.06	13,181,962.06	13,181,962.06	13,198,701.21	N/A	1		28.81
LAIF Housing Authority LGIP	LAIFHA0004	2/29/2020	0.357	13,153,458.54	13,153,458.54	13,153,458.54	13,170,161.49	N/A	1		28.75
Sub Total / Average Local Government Investment Pool			0.304	32,585,264.99	32,585,264.99	32,585,264.99	32,618,707.09		1	0.00	71.23
Municipal											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,753.13	281,622.00	3/1/2023	700	572.92	0.60
California Housing CA 2.512 8/1/2021-21	13034PZH3	7/24/2017	2.315	350,000.00	352,625.00	350,219.79	352,467.50	8/1/2021	123	1,465.33	0.77
California Housing CA 2.512 8/1/2021-21	13034PZH3	8/18/2017	2.222	255,000.00	257,776.95	255,236.54	256,797.75	8/1/2021	123	1,067.60	0.56
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,788.03	210,838.40	8/1/2024	1,219	639.26	0.45

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Guadalupe Community CA 2.25 8/1/2021-21	400559AD2	1/8/2018	2.545	225,000.00	222,750.00	224,787.28	225,695.25	8/1/2021	123	843.75	0.49
Los Angeles County CA 2.5 9/1/2021	54465AHP0	6/26/2017	2.080	400,000.00	406,684.00	400,673.65	403,648.00	9/1/2021	154	833.33	0.87
Oceanside Pension CA 3.25 8/15/2021	675371AX6	8/15/2017	2.034	280,000.00	293,013.00	281,220.25	282,900.80	8/15/2021	137	1,162.78	0.61
Pomona CA 2.416 4/1/2021-21	73208MCX4	6/29/2017	2.249	500,000.00	503,000.00	500,002.19	500,000.00	4/1/2021	1	6,040.00	1.09
Riverside Pension CA 2.5 6/1/2022	769036BB9	6/20/2017	2.251	500,000.00	505,800.00	501,370.56	510,650.00	6/1/2022	427	4,166.67	1.09
Riverside Pension CA 2.5 6/1/2022	769036BB9	7/24/2017	2.401	240,000.00	241,080.00	240,260.10	245,112.00	6/1/2022	427	2,000.00	0.52
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	255,407.11	261,540.00	6/1/2024	1,158	2,291.67	0.55
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,427.97	258,727.50	9/1/2023	884	520.83	0.55
Yorba Linda CA 2 9/1/2021	986176AQ8	8/24/2017	2.000	360,000.00	360,000.00	360,000.00	362,556.00	9/1/2021	154	600.00	0.79
Sub Total / Average Municipal			2.215	4,090,000.00	4,132,373.75	4,100,146.60	4,152,555.20		373	22,204.14	8.94
Total / Average			0.886	45,749,264.99	45,791,930.14	45,759,381.17	46,229,318.11		171	41,205.76	100

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: May 11, 2021

SUBJECT: MARCH 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of March 31, 2021, 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 March 2021.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of March 2021. During the month of March, the Successor Agency's total cash and investment balances decreased by \$8,292. The Agency's cash and investment balances by fund are presented in Attachment A. The Agency's investments and deposits are included as Attachment B.

ANALYSIS:

The Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of March 2021 was 0.36%.

The Agency's investments are shown on Attachment B and have a weighted investment yield of 0.36%, which is equal to the benchmark LAIF return of 0.36%, 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 Agency's investments on March 31, 2021, is 1 day. LAIF's average maturity on March 31, 2021, is approximately 220 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2020-21 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
CASH AND INVESTMENTS REPORT
MONTH ENDED MARCH 31, 2021**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-POOLED</u>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 3,433,081.64	\$ -	\$ (8,300.00)	\$ 3,424,781.64
	Total Cash-Pooled ⁽¹⁾	\$ 3,433,081.64	\$ -	\$ (8,300.00)	\$ 3,424,781.64
<u>CASH-RESTRICTED (with Fiscal Agent)</u>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 828,039.43	\$ 3.18	\$ -	\$ 828,042.61
712-111425	2016 Tax Allocation Bonds, Series C and D	1,235,884.13	4.74	-	1,235,888.87
712-111426	2020 Tax Allocation Refunding Bonds, Series A	2,391.99	0.01	-	2,392.00
	Total Cash-Restricted (with Fiscal Agent)	\$ 2,066,315.55	\$ 7.93	\$ -	\$ 2,066,323.48
	TOTAL CASH AND INVESTMENTS	\$ 5,499,397.19	\$ 7.93	\$ (8,300.00)	\$ 5,491,105.12

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 MARCH 31, 2021**

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interest Rate		Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California		On Demand	0.41%	N/A	\$ 3,424,782	\$ 3,424,782	LAIF

Total Cash Investments and Deposits

1	0.41%
---	-------

\$ 3,424,782	\$ 3,424,782
--------------	--------------

Weighted Average Weighted Average

Maturity (days) Yield

Bond Funds Held by Trustees:

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%	\$ 828,041	\$ 828,041	\$ 828,041	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

\$ 828,042 \$ 828,042

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%	\$ 1,235,888	\$ 1,235,888	\$ 1,235,888	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

\$ 1,235,889 \$ 1,235,889

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2020 Tax Allocation Refunding Bonds										
Cost of Issuance:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 603	\$ 603	\$ 603	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1,789	1,789	1,789	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$ 2,392 \$ 2,392

Total Bond Fund Investments and Deposits (3)

\$ 2,066,323 \$ 2,066,323

TOTAL - ALL CASH AND INVESTMENTS

\$5,491,105 \$5,491,105

Notes:

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

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: May 11, 2021

**SUBJECT: MARCH 2021 GENERAL FUND REVENUE AND EXPENDITURE
REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM**

REPORT IN BRIEF:

The Revenue and Expenditure Report for the month ended March 31, 2021, 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 March 31, 2021.

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 March 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended March 31, 2021.

ANALYSIS:

General Fund Revenue and Expenditure Reports

Attachments A and B summarize the General Fund's revenue and expenditure activity through March 31, 2021. The reports include information for the month of February, on a year-to-date basis through March, 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 March) is included as well.

As of March 31, total General Fund revenues received to date was \$16.5 million, which represents 65% of the Fiscal Year 2020/21 budgeted amount and is approximately \$1.0

million (6%) higher than the revenues collected for the same period last year (Attachment A, page 1). The primary reason for the increase is due to \$901,755 more in property tax, sales tax, and Measure GG tax revenues that was collected through March 2021, compared to the amount collected through March 2020.

Total General Fund expenditures were \$17.7 million through March 31, which represents 71% of the 2020/21 projected expenditures and is approximately \$156,000 (1%) lower than the expenditures incurred for the same period last year (Attachment B, page 1).

Housing Authority Revenue and Expenditure Reports

Attachment D summarizes the Housing Authority Fund's revenue and expenditure activity through March 31, 2021. The report includes information for the activity during the month of March, information on a year-to-date basis through March, 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 March) is included as well.

As of March 31, total Housing Authority Fund revenues received to date was \$527,235, which represents 61% of the Fiscal Year 2020/21 budgeted amount and is \$3.5 million (87%) less than the revenue collected through the same period last year. In March 2020, the Housing Authority received \$3.4 million in housing bond funds from the Stanton Successor Agency. These funds were used to acquire various properties for the Tina Pacific affordable housing project. In addition, the City contracted out the property management services to Quality Management Group in 2020. Quality Management Group began collecting the rental payments for the Tina Pacific property in September 2020 and remits payments to the City (net of their operating expenses) quarterly. The City is expecting its next rental income distribution in April for rents collected from January 1, 2021 through March 31, 2021.

Total Housing Authority Fund expenditures were \$3.2 million through March 31, which represents 49% of the 2020/21 projected expenditures and is \$14.0 million (81%) lower than the expenditures incurred for the same period last year. The Housing Authority acquired \$16.7 million in properties for the Tina Pacific affordable housing project through March of last year.

Status of Capital Improvement Projects (CIP)

The amended CIP budget is \$4.2 million as of March 31, 2021. As of March 31, capital project expenditures totaled \$1.4 million (33% of the amended budget) and an additional \$307,400 (7% of the amended budget) is under contract (encumbered) for work currently underway, for a total amount spent or encumbered to date of \$1.7 million (40% of the amended budget) as of March 31, 2021. (Refer to Attachment F for a summary by project.)

FISCAL IMPACT:

Per Attachment C, the City's General Fund reserves is expected to be \$19.6 million by June 30, 2021.

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

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

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

CITY OF STANTON
March 2021 General Fund Revenues (75% of year)

	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual *	% Change From Prior Year
			Activity During March	Year To Date Actual *	Percent of Budget		
TAXES							
Property Tax	\$ 6,540,995	\$ 6,905,350	\$ 124,046	\$ 3,740,988	54.18%	\$ 3,332,391	12.26%
Sales and Use Tax	4,122,000	4,579,000	469,467	2,778,210	60.67%	2,623,584	5.89%
Transactions and Use Tax	4,092,000	4,622,000	488,157	2,931,243	63.42%	2,775,423	5.61%
Transient Occupancy Tax	432,000	432,000	52,947	349,258	80.85%	302,774	15.35%
Franchise Fees	1,080,935	1,080,935	144,974	489,428	45.28%	593,720	-17.57%
Business Licenses	181,000	181,000	5,422	130,039	71.84%	156,205	-16.75%
Utility Users Tax	1,939,325	1,939,325	228,907	1,456,718	75.11%	1,215,335	19.86%
Tax Increment Pass-thru Payment	300,410	270,000	-	215,950	79.98%	190,647	13.27%
TAXES-TOTAL	18,688,665	20,009,610	1,513,920	12,091,834	60.43%	11,190,079	8.06%
INTERGOVERNMENTAL							
County WDA Shared Revenue	156,630	156,630	-	-	0.00%	142,389	-100.00%
Mandated Cost Reimbursement	32,115	32,115	-	-	0.00%	53,598	-100.00%
Motor Vehicle In Lieu	20,000	20,000	28,661	28,661	143.31%	31,110	-7.87%
Public Safety Augmentation Tax	140,600	157,490	16,630	97,021	61.60%	99,530	-2.52%
Planning Grants	-	160,000	-	-	0.00%	-	**
Other Grants	4,200	169,700	751	134,008	78.97%	-	100.00%
INTERGOVERNMENTAL-TOTAL	353,545	695,935	46,042	259,690	37.32%	326,627	-20.49%
CHARGES FOR SERVICES							
Charges for Services	255,045	228,105	7,526	67,070	29.40%	140,000	-52.09%
Information Technology Charges	24,675	24,675	2,024	18,214	73.82%	-	100.00%
Indirect Cost Reimbursement	-	-	-	-	**	269,210	-100.00%
CHARGES FOR SERVICES-TOTAL	279,720	252,780	9,550	85,284	33.74%	409,210	-79.16%
FEES AND PERMITS							
Solid Waste Impact Fees	1,150,000	1,150,000	152,081	657,065	57.14%	756,989	-13.20%
Building Permits and Fees	832,350	832,350	62,704	1,389,693	166.96%	1,076,707	29.07%
Planning Permits and Fees	173,500	75,500	4,673	59,733	79.12%	256,203	-76.69%
Engineering Permits and Fees	54,235	61,105	6,571	56,299	92.13%	55,699	1.08%
Recycling Fees	96,975	96,975	-	40,245	41.50%	42,125	-4.46%
Other Permits and Fees	315,875	365,620	4,475	351,287	96.08%	271,612	29.33%
Community Services Fees	49,000	24,000	6,470	26,012	108.38%	34,692	-25.02%
FEES AND PERMITS -TOTAL	2,671,935	3,157,546	236,974	3,132,330	99.20%	2,741,327	14.26%
FINES AND FORFEITURES							
General Fines	500	500	15	500	100.00%	587	-14.82%
Motor Vehicle Fines	111,765	111,765	25,609	87,105	77.94%	92,311	-5.64%
Parking Citations	200,000	200,000	24,519	201,240	100.62%	174,484	15.33%
DMV Parking Collections	60,000	60,000	3,990	35,371	58.95%	58,525	-39.56%
Administrative Citation	5,000	5,000	1,831	9,875	197.50%	7,960	24.06%
FINES AND FORFEITURES-TOTAL	377,265	377,265	55,964	334,091	88.56%	333,867	0.07%
USE OF MONEY AND PROPERTY							
Investment Earnings	161,000	161,000	77,247	194,118	120.57%	2,607	7346.03%
Unrealized Gains (Losses)	-	-	15,921	(100,552)	**	-	**
Rental Income	80,530	24,830	1,715	10,505	42.31%	78,973	-86.70%
USE OF MONEY AND PROPERTY-TOTAL	241,530	185,830	94,883	104,071	56.00%	81,580	27.57%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	10,500	10,500	2,937	39,027	371.69%	24,228	61.08%
MISCELLANEOUS REVENUE-TOTAL	10,500	10,500	2,937	39,027	371.69%	24,228	61.08%
TRANSFERS IN							
From Gas Tax Fund	120,500	130,500	17,542	97,875	75.00%	-	100.00%
From Protective Services Fund	413,590	416,048	24,380	277,150	66.61%	380,000	-27.07%
From Supplemental Law Enforcement Grants	93,590	93,590	7,799	70,193	75.00%	-	100.00%
TRANSFERS IN-TOTAL	627,680	640,138	49,721	445,218	69.55%	380,000	17.16%
TOTAL REVENUES AND TRANSFERS IN	\$ 23,250,840	\$ 25,329,604	\$ 2,009,991	\$ 16,491,545	65.11%	\$ 15,486,918	6.49%

* = Actual data is reported through March .

TAXES
March 2021 General Fund Revenues (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During March	Year To Date Actual *			
101	General Fund							
430100	Current Year-Secured	\$ 1,096,000	\$ 1,122,000	\$ 81,422	\$ 705,587	62.89%	\$ 697,937	1.10%
430105	Current Year-Unsecured	35,000	32,500	-	26,907	82.79%	-	100.00%
430110	Property Tax-Prior Year	1,000	300	-	-	0.00%	-	**
430115	Property Tax-Supplemental	31,890	23,000	1,487	11,880	51.65%	12,765	-6.93%
430120	Residual Redevelopment Property Tax	950,790	1,076,000	-	582,742	54.16%	439,380	32.63%
430121	In-Lieu Vehicle License Fee	4,315,000	4,549,000	-	2,274,741	50.01%	2,077,040	9.52%
430125	Property Tax-Public Utility	41,275	-	-	-	**	22,307	-100.00%
430130	Tax Administration Fees	(5,000)	-	-	-	**	-	**
430135	Homeowners Tax Relief	4,990	32,500	-	781	2.40%	2,764	-71.74%
430140	Property Transfer Tax	70,050	70,050	41,137	137,411	196.16%	80,198	71.34%
430145	Property Tax-Penalties/Int	-	-	-	939	**	-	100.00%
430200	Sales And Use Tax	4,122,000	4,579,000	469,467	2,778,210	60.67%	2,623,584	5.89%
430300	Transient Occupancy Tax	432,000	432,000	52,947	349,258	80.85%	302,774	15.35%
430405	Franchise Tax/Cable TV	226,200	226,200	56,434	141,816	62.69%	157,392	-9.90%
430410	Franchise Tax/Electric	197,200	197,200	-	-	0.00%	-	**
430415	Franchise Tax/Gas	57,685	57,685	-	-	0.00%	-	**
430420	Franchise Tax/Refuse	521,850	521,850	88,540	347,612	66.61%	358,555	-3.05%
430425	Franchise Tax/Water	78,000	78,000	-	-	0.00%	77,773	-100.00%
430500	Business License Tax	181,000	181,000	5,422	130,039	71.84%	156,205	-16.75%
430600	Util User Tax/Electricity	934,720	934,720	74,230	775,815	83.00%	658,896	17.74%
430605	Util User Tax/Telephone	383,210	383,210	16,633	147,122	38.39%	165,001	-10.84%
430610	Util User Tax/Gas	206,925	206,925	29,508	138,215	66.79%	126,626	9.15%
430615	Util User Tax/Water	414,470	414,470	108,536	395,566	95.44%	264,812	49.38%
440100	AB 1389 Pass Through from RDA	300,410	270,000	-	215,950	79.98%	190,647	13.27%
101	General Fund	14,596,665	15,387,610	1,025,763	9,160,591	59.53%	8,414,656	8.86%
102	General Fund (Transactions & Use Tax)							
430250	Transactions & Use Tax	4,092,000	4,622,000	488,157	2,931,243	63.42%	2,775,423	5.61%
102	General Fund (Transactions & Use Tax)	4,092,000	4,622,000	488,157	2,931,243	63.42%	2,775,423	5.61%
TAXES - TOTAL		\$ 18,688,665	\$ 20,009,610	\$ 1,513,920	\$ 12,091,834	60.43%	\$ 11,190,079	8.06%

* = Actual data is reported through March .

INTERGOVERNMENTAL
March 2021 General Fund Revenues (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During March	Year To Date Actual *			
101	General Fund							
432121	County WDA Shared Revenue	\$ 156,630	\$ 156,630	\$ -	\$ -	0.00%	\$ 142,389	-100.00%
432135	Mandated Cost Reimbursement	32,115	32,115	-	-	0.00%	53,598	-100.00%
432150	Motor Vehicle In Lieu	20,000	20,000	28,661	28,661	143.31%	31,110	-7.87%
432180	Public Safety Augmentation Tax	140,600	157,490	16,630	97,021	61.60%	99,530	-2.52%
432245	Planning Grants	-	160,000	-	-	0.00%	-	**
432256	Other Grants	4,200	169,700	751	134,008	78.97%	-	100.00%
INTERGOVERNMENTAL - TOTAL		\$ 353,545	\$ 695,935	\$ 46,042	\$ 259,690	37.32%	\$ 326,627	-20.49%

* = Actual data is reported through March .

CHARGES FOR SERVICES
March 2021 General Fund Revenues (75% of year)

Acct. No.	Description	FY 2020/21		FY 2020/21		FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During March	Year To Date Actual *			
101	General Fund									
433100	Charges For Services	\$ 255,045		\$ 228,105		\$ 7,526	\$ 67,070	29.40%	\$ 140,000	-52.09%
433136	Information Technology Charges	24,675		24,675		2,024	18,214	73.82%	-	100.00%
437105	Firework Services	-		-		-	-	**	-	**
437136	Indirect Cost Reimbursement	-		-		-	-	**	269,210	-100.00%
CHARGES FOR SERVICES - TOTAL		\$ 279,720		\$ 252,780		\$ 9,550	\$ 85,284	33.74%	\$ 409,210	-79.16%

* = Actual data is reported through March .

FEES AND PERMITS
March 2021 General Fund Revenues (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During March	Year To Date Actual *			
101	General Fund							
431100	Building Plan Check Fees	\$ 139,500	\$ 139,500	\$ 10,552	\$ 44,406	31.83%	\$ 164,922	-73.07%
431105	Mechanical Permits	111,600	111,600	7,310	339,020	303.78%	160,930	110.66%
431110	Building Permits	465,000	465,000	34,924	723,273	155.54%	589,722	22.65%
431115	Plumbing Permits	46,500	46,500	3,665	79,880	171.78%	62,475	27.86%
431120	Electrical Permits	69,750	69,750	6,253	203,114	291.20%	98,658	105.88%
431130	Engineering Plan Check Fees	14,235	21,105	-	21,105	100.00%	12,985	62.53%
431135	Public Works Permits	40,000	40,000	6,571	35,194	87.99%	42,714	-17.61%
431140	S M I P - Commercial Fees	200	200	534	739	369.50%	151	389.40%
431145	S M I P-Residential Permits	3,000	3,000	25	57	1.90%	1,794	-96.82%
431146	SB 1473 Fee	1,500	5,720	37	3,044	53.22%	469	549.04%
431150	Grading Plan Review	-	-	-	10,115	**	-	100.00%
431155	Grading Permits	-	-	735	5,880	**	-	100.00%
431160	Solid Waste Impact Fees	1,150,000	1,150,000	152,081	657,065	57.14%	756,989	-13.20%
431185	Parking Permits	50,000	50,000	1,000	9,693	19.39%	47,546	-79.61%
431190	Towing Franchise Fee	20,000	20,000	(4,060)	22,040	110.20%	13,410	64.35%
431194	Public Benefit Fee	-	551,996	-	551,996	100.00%	247,300	123.21%
431195	Other Fees & Permits	30,000	30,000	3,120	23,450	78.17%	36,218	-35.25%
431200	Cannabis Business Initial Permit Fee	-	43,000	-	143,000	332.56%	-	100.00%
433200	Conditional Use Permit	8,000	8,000	-	-	0.00%	11,722	-100.00%
433205	Precise Plan Of Design	15,000	15,000	3,070	12,300	82.00%	27,690	-55.58%
433210	Variance	3,000	3,000	-	-	0.00%	-	**
433220	Preliminary Plan Review	8,000	8,000	-	1,875	23.44%	9,375	-80.00%
433225	Environmental Services	500	500	1,195	5,620	1124.00%	750	649.33%
433227	Foreclosure Registration	10,000	10,000	2,123	9,319	93.19%	9,014	3.38%
433230	Zoning Entitlements	-	-	-	-	**	4,730	-100.00%
433235	Land Divisions	5,000	5,000	2,500	7,765	155.30%	10,265	-24.35%
433240	Special Event Permits	700	700	-	540	77.14%	1,080	-50.00%
433245	Sign/Ban'R/Gar Sa/Temp Use Per	5,000	5,000	250	2,395	47.90%	5,055	-52.62%
433250	Ministerial Services	8,000	8,000	1,285	11,550	144.38%	11,170	3.40%
433260	Landscape Plan Check	1,000	1,000	325	975	97.50%	975	0.00%
433266	Massage Establishment License	2,000	2,000	-	-	0.00%	1,525	-100.00%
433270	General Plan Maint Surcharge	10,000	10,000	1,365	14,165	141.65%	14,135	0.21%
433285	Other Developmental Fees	100,000	2,000	(7,440)	(6,231)	-311.55%	146,592	-104.25%
433305	General Recreation Programs	30,000	5,000	2,907	4,074	81.48%	21,858	-81.36%
433315	Sports Fields	19,000	19,000	3,563	21,938	115.46%	12,734	72.28%
433320	Special Event Participant Fee	-	-	-	-	**	100	-100.00%
437115	Recycling Fees	96,975	96,975	-	40,245	41.50%	42,125	-4.46%
430505	New/Moved Bus Lic Appl Rev	63,500	63,500	2,910	25,054	39.46%	36,240	-30.87%
430510	Business Tax Renewal Process	144,500	144,500	3,390	106,387	73.62%	127,994	-16.88%
430515	SB 1186	475	3,000	(3,216)	1,288	42.93%	9,915	-87.01%
FEES AND PERMITS - TOTAL		\$ 2,671,935	\$ 3,157,546	\$ 236,974	\$ 3,132,330	99.20%	\$ 2,741,327	14.26%

* = Actual data is reported through March .

FINES AND FORFEITURES
March 2021 General Fund Revenues (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During March	Year To Date Actual *			
101	General Fund							
434100	General Fines	\$ 500	\$ 500	\$ 15	\$ 500	100.00%	\$ 587	-14.82%
434105	Motor Vehicle Fines	111,765	111,765	25,609	87,105	77.94%	92,311	-5.64%
434110	Parking Citations	200,000	200,000	24,519	201,240	100.62%	174,484	15.33%
434115	DMV Parking Collections	60,000	60,000	3,990	35,371	58.95%	58,525	-39.56%
434120	Administrative Citations	5,000	5,000	1,831	9,875	197.50%	7,960	24.06%
FINES AND FORFEITURES - TOTAL		\$ 377,265	\$ 377,265	\$ 55,964	\$ 334,091	88.56%	\$ 333,867	0.07%

* = Actual data is reported through March .

USE OF MONEY AND PROPERTY
March 2021 General Fund Revenues (75% of year)

Acct. No.	Description	FY 2020/21		FY 2020/21		FY 2020/21		% of Budget	FY 2019/20	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During March	Year To Date Actual *				Actual *	
101	General Fund									
435100	Interest Earned	\$ 160,000	\$ 160,000	\$ 77,247	\$ 194,118	121.32%	\$ 1,826	10530.78%		
435105	Interest On Tax Monies	1,000	1,000	-	-	0.00%	781	-100.00%		
435110	Unrealized Gains (Losses)	-	-	15,921	(100,552)	**	-	**		
436125	Indoor Facility Rental	48,000	3,000	-	(3,144)	-104.80%	51,967	-106.05%		
436127	Outdoor Picnic Shelters	10,700	-	-	-	**	11,995	-100.00%		
436135	Pac Bell Mobile Svcs-Rent	21,830	21,830	1,715	13,649	62.52%	15,011	-9.07%		
USE OF MONEY AND PROPERTY - TOTAL		\$ 241,530	\$ 185,830	\$ 94,883	\$ 104,071	56.00%	\$ 81,580	27.57%		

* = Actual data is reported through March .

MISCELLANEOUS REVENUE
March 2021 General Fund Revenues (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual *	% Change From Prior Year
				Activity During March	Year To Date Actual *			
101	General Fund							
437100	Sale Of Publications	\$ 500	\$ 500	\$ -	\$ 4	0.80%	\$ 277	-98.56%
437125	Donations	-	-	-	850	**	-	100.00%
437135	Expense Reimbursement	-	-	-	7,500	**	-	100.00%
437195	Other Revenue	10,000	10,000	2,937	30,673	306.73%	23,951	28.07%
MISCELLANEOUS REVENUE - TOTAL		\$ 10,500	\$ 10,500	\$ 2,937	\$ 39,027	371.69%	\$ 24,228	61.08%

* = Actual data is reported through March .

TRANSFERS IN
March 2021 General Fund Revenues (75% of year)

Acct. No.	Description	FY 2020/21		FY 2020/21		FY 2020/21		% of Budget	FY 2019/20	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During March	Year To Date Actual *			
101	General Fund									
439211	Transfer From Gas Tax Fund	\$ 120,500		\$ 130,500		\$ 17,542	\$ 97,875	75.00%	\$ -	100.00%
439223	Transfer From Protective Services Fund	413,590		416,048		24,380	277,150	66.61%	380,000	-27.07%
439242	Transfer Fr Supp Law Enf Grant	93,590		93,590		7,799	70,193	75.00%	-	100.00%
TRANSFERS IN - TOTAL		\$ 627,680		\$ 640,138		\$ 49,721	\$ 445,218	69.55%	\$ 380,000	17.16%

* = Actual data is reported through March .

City of Stanton
March 2021 General Fund Expenditures (75% of year)

Division No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual*	% Change from Prior Year
				Activity During March	Year to Date Actual *	Percent of Budget		
1100	City Council	\$ 118,895	\$ 116,895	\$ 4,242	\$ 84,262	72.08%	\$ 82,279	2.41%
1200	City Attorney	260,000	260,000	16,773	124,954	48.06%	139,848	-10.65%
1300	City Manager	491,375	628,510	34,773	309,737	49.28%	224,590	37.91%
1400	City Clerk	210,725	216,635	22,684	131,860	60.87%	196,903	-33.03%
1410	Personnel/Risk Management	125,855	132,905	9,190	98,889	74.41%	126,654	-21.92%
1430	Liability/Risk Management ⁽¹⁾	-	-	-	-	**	68,829	-100.00%
1510	Information Technology	436,245	542,925	28,586	384,967	70.91%	103,015	273.70%
	Administration	1,643,095	1,897,870	116,248	1,134,669	59.79%	942,118	20.44%
1500	Finance	860,930	852,900	62,325	589,622	69.13%	558,597	5.55%
1600	Non-Dept (excludes Transfers)	145,000	47,000	-	1,620	3.45%	1,027,912	-99.84%
	Finance	1,005,930	899,900	62,325	591,242	65.70%	1,586,509	-62.73%
1520	Emergency Preparedness	-	-	-	16,880	**	-	100.00%
2100	Law Enforcement	11,360,340	11,360,340	880,735	8,432,954	74.23%	8,579,857	-1.71%
2200	Fire Protection	4,928,270	4,968,270	-	3,701,395	74.50%	3,565,069	3.82%
2230	Contractual Ambulance Svcs ⁽²⁾	5,000	5,000	100	1,486	29.72%	3,715	-60.00%
2300	Homeless Prevention ⁽²⁾	-	100,000	-	-	0.00%	-	**
2400	Animal Control Services ⁽²⁾	182,280	182,280	-	136,710	75.00%	130,922	4.42%
2500	Public Safety-Other ⁽²⁾	132,485	132,485	17,458	93,512	70.58%	-	100.00%
4300	Parking Control	226,075	235,580	17,395	165,545	70.27%	222,239	-25.51%
6200	Code Enforcement	524,705	532,940	30,200	334,064	62.68%	391,083	-14.58%
	Public Safety	17,359,155	17,516,895	945,888	12,882,546	73.54%	12,892,885	-0.08%
3000	Public Works Administration ⁽²⁾	382,015	464,135	33,106	335,155	72.21%	-	100.00%
3100	Engineering	114,955	153,275	9,248	99,126	64.67%	103,772	-4.48%
3200	Public Facilities	404,640	435,140	23,049	248,306	57.06%	268,417	-7.49%
3300	Crossing Guard ⁽²⁾	43,000	43,000	-	4,141	9.63%	-	100.00%
3400	Parks Maintenance	351,400	367,352	30,568	252,630	68.77%	269,054	-6.10%
3500	Street Maintenance	409,470	426,340	33,393	291,548	68.38%	212,327	37.31%
3600	Storm Drains	125,000	125,000	-	78,743	62.99%	81,287	-3.13%
6300	Graffiti Abatement	99,735	102,445	14,348	66,652	65.06%	6,754	886.85%
	Public Works	1,930,215	2,116,687	143,712	1,376,301	65.02%	941,611	46.16%
4000	Community Development Administration ⁽²⁾	149,860	174,095	8,452	113,254	65.05%	-	100.00%
4100	Planning	420,610	829,488	40,839	347,175	41.85%	215,475	61.12%
4200	Building Regulation	563,050	565,440	1,679	583,699	103.23%	498,830	17.01%
4400	Business Relations	21,100	21,100	100	17,419	82.55%	45,081	-61.36%
	Community Development	1,154,620	1,590,123	51,070	1,061,547	66.76%	759,386	39.79%
5100	Parks and Recreation	695,780	740,045	45,809	470,647	63.60%	482,039	-2.36%
5200	Community Center	22,455	22,455	402	3,292	14.66%	52,301	-93.71%
5300	Stanton Central Park	169,915	177,410	16,045	114,254	64.40%	148,198	-22.90%
5400	Senior Nutrition Program ⁽²⁾	32,770	36,610	3,805	30,645	83.71%	-	100.00%
	Community Services	920,920	976,520	66,061	618,838	63.37%	682,538	-9.33%
	Transfer to Fact Grant	24,750	16,750	(3,938)	12,563	75.00%	76,000	-83.47%
	Transfer to Senior Transportation Fund	9,430	9,430	426	2,732	28.97%	-	100.00%
	Transfer to SCP Maintenance	-	59,503	44,627	44,627	75.00%	-	100.00%
	Transfers to Other Funds	34,180	85,683	41,115	59,922	69.93%	76,000	-21.16%
	TOTAL EXPENDITURES	\$ 24,048,115	\$ 25,083,678	\$ 1,426,419	\$ 17,725,065	70.66%	\$ 17,881,047	-0.87%

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

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

* = Actual data is reported through March.

Administration - Vasquez
March 2021 General Fund Expenditures (75% of year)

		FY 2020/21							
		FY 2020/21	FY 2020/21	Activity				FY 2019/20	% Change
		Adopted	Amended	During	Year to Date			Actual*	From Prior
Acct. No.	Description	Budget	Budget	March	Actual *	% of Budget			Year
101	General Fund								
1100	City Council								
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,023	\$ 36,660	70.23%	\$ 37,163		-1.35%
502120	Medicare/Fica	755	755	58	531	70.33%	539		-1.48%
502130	Other Benefit Charges	900	900	-	296	32.89%	-		100.00%
602100	Special Dept Expense	9,000	8,000	150	3,100	38.75%	4,992		-37.90%
602110	Office Expense	1,950	950	-	510	53.68%	355		43.66%
602115	Postage	50	50	11	16	32.00%	-		100.00%
607100	Membership/Dues	40,000	40,000	-	36,489	91.22%	29,305		24.51%
607110	Travel/Conference/Meetings	10,500	10,500	-	3,125	29.76%	7,294		-57.16%
612115	Liability Insurance Charge	3,540	3,540	-	3,535	99.86%	2,631		34.36%
1100	City Council Total	118,895	116,895	4,242	84,262	72.08%	82,279		2.41%
1200	City Attorney								
608105	Professional Services	260,000	260,000	16,773	124,954	48.06%	139,848		-10.65%
1200	City Attorney Total	260,000	260,000	16,773	124,954	48.06%	139,848		-10.65%
1300	City Manager								
501110	Salaries-Regular	310,320	314,605	22,015	175,370	55.74%	137,543		27.50%
501115	Salaries-Overtime	-	-	12	20	**	35		-42.86%
502100	Retirement	70,610	71,570	5,342	42,810	59.82%	12,335		247.06%
502105	Workers Comp Insurance	-	-	-	-	**	2,857		-100.00%
502110	Health/Life Insurance	17,630	17,965	1,758	15,003	83.51%	16,342		-8.19%
502111	Medical In-Lieu Pay	-	-	438	1,319	**	-		100.00%
502115	Unemployment Insurance	675	675	-	480	71.11%	473		1.48%
502120	Medicare/Fica	4,500	4,555	320	2,543	55.83%	1,987		27.98%
502130	Other Benefit Charges	90	90	11	88	97.78%	-		100.00%
602110	Office Expense	4,950	4,950	286	4,021	81.23%	1,269		216.86%
602115	Postage	250	250	1	19	7.60%	-		100.00%
607100	Membership/Dues	1,000	1,000	-	400	40.00%	400		0.00%
607110	Travel/Conference/Meetings	3,000	2,000	75	374	18.70%	3,073		-87.83%
608105	Professional Services	48,000	48,000	4,000	36,265	75.55%	-		100.00%
610106	Small Business Loan Program	-	128,000	-	-	0.00%	-		**
612105	Vehicle Replacement Charge	710	710	59	533	75.07%	748		-28.74%
612115	Liability Insurance Charge	29,640	29,640	-	29,602	99.87%	11,621		154.73%
612125	Employee Benefits	-	-	-	-	**	35,907		-100.00%
701100	Office Equipment	-	1,500	-	-	0.00%	-		**
702100	Office Furniture	-	3,000	456	890	29.67%	-		100.00%
1300	City Manager Total	491,375	628,510	34,773	309,737	49.28%	224,590		37.91%
1400	City Clerk								
501110	Salaries-Regular	106,640	111,130	7,658	73,258	65.92%	61,894		18.36%
501115	Salaries-Overtime	1,000	1,000	18	163	16.30%	95		71.58%
502100	Retirement	33,475	34,480	2,521	23,414	67.91%	10,108		131.64%
502105	Workers Comp Insurance	-	-	-	-	**	3,693		-100.00%
502110	Health/Life Insurance	7,645	8,000	1,446	12,089	151.11%	10,418		16.04%
502115	Unemployment Insurance	330	330	-	248	75.15%	257		-3.50%
502120	Medicare/Fica	1,545	1,605	106	1,011	62.99%	830		21.81%
502130	Other Benefit Charges	45	45	4	36	80.00%	-		100.00%
602110	Office Expense	2,250	2,250	-	366	16.27%	1,015		-63.94%
602115	Postage	250	250	128	414	165.60%	-		100.00%
602120	Books/Periodicals	100	100	-	60	60.00%	58		**
603105	Equipment Maintenance	-	-	-	-	**	4,044		-100.00%
607100	Membership/Dues	350	350	-	520	148.57%	275		89.09%
607110	Travel/Conference/Meetings	530	530	-	-	0.00%	165		-100.00%
607115	Training	750	750	-	-	0.00%	-		**

* = Actual data is reported through March.

Administration - Vasquez
March 2021 General Fund Expenditures (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During March	Year to Date Actual *			
1400	City Clerk (Continued)							
608105	Professional Services	6,000	6,000	-	3,047	50.78%	6,345	-51.98%
608140	Elections	42,000	42,000	10,754	9,575	22.80%	79,848	-88.01%
612105	Vehicle Replacement Charge	585	585	49	438	74.87%	618	-29.13%
612115	Liability Insurance Charge	7,230	7,230	-	7,221	99.88%	4,215	71.32%
612125	Employee Benefits	-	-	-	-	**	13,025	-100.00%
1400	City Clerk Total	210,725	216,635	22,684	131,860	60.87%	196,903	-33.03%
1510	Information Technology							
501110	Salaries-Regular	71,715	72,425	5,350	50,928	70.32%	-	100.00%
501115	Salaries-Overtime	-	15,000	-	6,461	43.07%	-	100.00%
502100	Retirement Charges	23,110	23,270	1,761	16,306	70.07%	-	100.00%
502110	Health/Life Insurance	7,950	8,000	1,218	10,184	127.30%	-	100.00%
502115	Unemployment Insurance	300	300	-	224	74.67%	-	100.00%
502120	Medicare/Fica	1,040	1,050	69	760	72.38%	-	100.00%
502130	Other Benefit Charges	40	40	3	25	62.50%	-	100.00%
602113	Social Media	-	-	-	-	**	1,523	-100.00%
602140	Materials & Supplies	15,000	15,000	198	4,804	32.03%	4,829	-0.52%
603105	Equipment Maintenance	25,000	25,000	893	16,316	65.26%	37,584	-56.59%
604100	Communications	51,480	61,480	4,605	41,684	67.80%	-	100.00%
608100	Contractual Services	105,360	130,855	960	110,700	84.60%	-	100.00%
608145	Information Technology	39,750	39,750	2,291	32,244	81.12%	44,338	-27.28%
701050	Computer Software	45,500	102,970	-	41,618	40.42%	-	100.00%
701105	Equipment-General	50,000	47,785	11,238	52,713	110.31%	14,741	257.59%
1510	Information Technology Total	436,245	542,925	28,586	384,967	70.91%	103,015	273.70%
101	GENERAL FUND TOTAL	\$ 1,517,240	\$ 1,764,965	\$ 107,058	\$ 1,035,780	58.69%	\$ 746,635	38.73%
	TOTAL ADMINISTRATION-VASQUEZ	\$ 1,517,240	\$ 1,764,965	\$ 107,058	\$ 1,035,780	58.69%	\$ 746,635	38.73%

* = Actual data is reported through March.

Administration - Guzman
March 2021 General Fund Expenditures (75% of year)

		FY 2020/21						% Change	
		FY 2020/21	FY 2020/21						
		Adopted	Amended	Activity	Year to Date		FY 2019/20	From Prior	
Acct. No.	Description	Budget	Budget	During March	Actual *	% of Budget	Actual*	Year	
101	General Fund								
1410	Personnel/Risk Management								
501110	Salaries-Regular	\$ 79,325	\$ 81,645	\$ 6,139	\$ 58,608	71.78%	\$ 56,534	3.67%	
501115	Salaries-Overtime	-	-	-	-	**	56	-100.00%	
502100	Retirement	17,855	18,375	1,393	13,071	71.13%	3,739	249.59%	
502105	Workers Comp Insurance	-	-	-	-	**	706	-100.00%	
502110	Health/Life Insurance	6,445	6,625	1,029	9,334	140.89%	10,529	-11.35%	
502111	Medical In-Lieu Pay	-	-	101	303	**	-	100.00%	
502115	Unemployment Insurance	300	300	-	224	74.67%	273	-17.95%	
502120	Medicare/Fica	1,150	1,180	89	853	72.29%	829	2.90%	
502130	Other Benefit Charges	40	40	3	29	72.50%	-	100.00%	
602110	Office Expense	1,400	1,400	-	227	16.21%	1,157	-80.38%	
602115	Postage	200	200	5	93	46.50%	-	100.00%	
607100	Membership/Dues	725	725	(150)	500	68.97%	725	-31.03%	
607110	Travel/Conference/Meetings	1,500	1,500	-	-	0.00%	-	**	
607115	Training	4,500	8,500	-	3,709	43.64%	-	100.00%	
608105	Professional Services	10,000	10,000	183	7,429	74.29%	28,037	-73.50%	
608125	Advertising/ Business Dev't	1,800	1,800	398	772	42.89%	250	208.80%	
609125	Employee/Volunteer Recognition	-	-	(51)	3,277	**	7,877	-58.40%	
612105	Vehicle Replacement Charge	615	615	51	460	74.80%	650	-29.23%	
612115	Liability Insurance Charge	-	-	-	-	**	3,739	-100.00%	
612125	Employee Benefits	-	-	-	-	**	11,553	-100.00%	
1410	Personnel/Risk Management Total	125,855	132,905	9,190	98,889	74.41%	126,654	-21.92%	
1430	Liability/Risk Management								
606105	Insurance Premium	-	-	-	-	**	68,829	-100.00%	
1430	Liability/Risk Management Total ⁽¹⁾	-	-	-	-	**	68,829	-100.00%	
TOTAL ADMINISTRATION-GUZMAN		\$ 125,855	\$ 132,905	\$ 9,190	\$ 98,889	74.41%	\$ 195,483	-49.41%	

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

* = Actual data is reported through March.

Finance-Bannigan
March 2021 General Fund Expenditures (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual*	% Change From Prior Year
				Activity During March	Year to Date Actual *	% of Budget		
101	General Fund							
1500	Finance							
501110	Salaries-Regular	\$ 475,660	\$ 446,130	\$ 33,734	\$ 296,237	66.40%	\$ 262,539	12.84%
501115	Salaries-Overtime	500	500	-	133	26.60%	292	-54.45%
501120	Salaries-Part Time	40,555	41,580	3,185	36,200	87.06%	37,084	-2.38%
502100	Retirement	130,350	128,850	8,811	75,731	58.77%	35,016	116.28%
502105	Workers Comp Insurance	-	-	-	-	**	4,713	-100.00%
502110	Health/Life Insurance	26,930	25,855	3,900	30,537	118.11%	22,700	34.52%
502111	Medical In-Lieu Pay	-	-	505	1,516	**	-	100.00%
502115	Unemployment Insurance	2,040	1,970	105	2,183	110.81%	1,845	18.32%
502120	Medicare/Fica	7,485	7,055	456	4,160	58.97%	4,511	-7.78%
502130	Other Benefit Charges	895	875	63	669	76.46%	-	100.00%
602100	Special Dept Expense	-	-	-	-	**	12,104	-100.00%
602110	Office Expense	7,000	7,000	691	1,755	25.07%	4,781	-63.29%
602115	Postage	5,000	5,000	106	2,271	45.42%	-	100.00%
602120	Books/Periodicals	350	350	-	-	0.00%	35	-100.00%
607100	Membership/Dues	1,200	1,200	952	1,062	88.50%	460	130.87%
607105	Mileage Reimbursement	200	200	-	-	0.00%	74	-100.00%
607110	Travel/Conference/Meetings	1,620	1,620	-	450	27.78%	2,229	-79.81%
607115	Training	1,900	1,900	375	645	33.95%	430	50.00%
608105	Professional Services	102,840	102,840	7,527	49,332	47.97%	52,409	-5.87%
608107	Financial Services	17,500	17,500	1,812	12,436	71.06%	-	100.00%
608130	Temporary Help	-	22,570	-	35,287	156.34%	13,097	169.43%
611116	Payment to Other Agencies	-	1,000	-	470	47.00%	-	100.00%
612105	Vehicle Replacement Charge	1,235	1,235	103	926	74.98%	1,300	-28.77%
612115	Liability Insurance Charge	37,670	37,670	-	37,622	99.87%	25,032	50.30%
612125	Employee Benefits	-	-	-	-	**	77,346	-100.00%
1500	Finance Total	860,930	852,900	62,325	589,622	69.13%	557,997	5.67%
1600	Non-Departmental							
602100	Special Dept Expense	5,000	5,000	-	-	0.00%	79,219	-100.00%
602110	Office Expense	-	2,000	-	1,620	81.00%	-	100.00%
602115	Postage Clearing Account	-	-	-	-	**	131	-100.00%
603105	Equipment Maintenance	-	-	-	-	**	16,444	-100.00%
604100	Communications	-	-	-	-	**	4,233	-100.00%
607115	Training	-	-	-	-	**	(3,363)	-100.00%
608105	Professional Services	-	-	-	-	**	36,000	-100.00%
610230	North SPA Navigation Center Cost Share	100,000	-	-	-	**	-	**
611105	Revenue Sharing-City of Anaheim	35,000	35,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	5,000	5,000	-	-	0.00%	-	**
790100	Land Acquisition	-	-	-	-	**	895,248	-100.00%
1600	Non-Departmental Total	145,000	47,000	-	1,620	3.45%	1,027,912	-99.84%
101	GENERAL FUND TOTAL	\$ 1,005,930	\$ 899,900	\$ 62,325	\$ 591,242	65.70%	\$ 1,585,909	-62.72%
102	General Fund (Transactions & Use Tax)							
1500	Finance							
608105	Professional Services	-	-	-	-	**	600	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ -	\$ -	\$ -	**	\$ 600	-100.00%
	TOTAL FINANCE	\$ 1,005,930	\$ 899,900	\$ 62,325	\$ 591,242	65.70%	\$ 1,586,509	-62.73%

* = Actual data is reported through March.

Public Works - Rigg
March 2021 General Fund Expenditures (75% of year)

Acct. No.	Description	FY 2020/21		FY 2020/21		FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During March	Year to Date Actual *					
101	General Fund									
3000	Public Works Administration									
501110	Salaries-Regular	\$ 245,015	\$ 309,000	\$ 22,831	\$ 199,894	64.69%	\$ -	100.00%		
501120	Salaries-Part Time	14,605	14,605	928	9,883	67.67%	-	100.00%		
502100	Retirement Charges	54,390	68,005	5,237	45,429	66.80%	-	100.00%		
502110	Health/Life Insurance	16,875	20,285	3,565	29,538	145.61%	-	100.00%		
502111	Medical In-Lieu Pay	-	-	150	452	**	-	100.00%		
502115	Unemployment Insurance	1,035	1,195	31	779	65.19%	-	100.00%		
502120	Medicare/Fica	3,765	4,690	339	3,012	64.22%	-	100.00%		
502130	Other Benefit Charges	345	370	25	242	65.41%	-	100.00%		
612115	Liability Insurance Charge	45,985	45,985	-	45,926	99.87%	-	100.00%		
3000	Public Works Administration Total	382,015	464,135	33,106	335,155	72.21%	-	100.00%		
3100	Engineering									
501110	Salaries-Regular	31,730	52,915	3,815	34,700	65.58%	36,373	-4.60%		
501115	Salaries-Overtime	700	700	284	981	140.14%	258	280.23%		
502100	Retirement	7,145	11,920	865	7,867	66.00%	2,429	223.88%		
502105	Workers Comp Insurance	-	-	-	-	**	2,220	-100.00%		
502110	Health/Life Insurance	3,195	5,295	979	8,226	155.35%	6,854	20.02%		
502115	Unemployment Insurance	120	195	-	146	74.87%	177	-17.51%		
502120	Medicare/Fica	460	765	56	482	63.01%	518	-6.95%		
502130	Other Benefit Charges	15	25	2	17	68.00%	-	100.00%		
602110	Office Expense	1,750	1,750	-	-	0.00%	534	-100.00%		
602115	Postage	350	350	8	378	108.00%	-	100.00%		
602140	Materials & Supplies	2,500	2,500	-	281	11.24%	1,753	-83.97%		
607100	Membership/Dues	2,000	2,000	269	653	32.65%	260	151.15%		
607110	Travel/Conference/Meetings	1,300	1,300	-	-	0.00%	685	-100.00%		
607115	Training	1,000	1,000	-	-	0.00%	-	**		
608105	Professional Services	5,000	5,000	134	3,026	60.52%	5,930	-48.97%		
608100	Contractual Services	-	-	-	-	**	-	**		
608110	Engineering Services	45,000	45,000	594	27,197	60.44%	23,580	15.34%		
608115	Inspection Services	2,000	2,000	-	-	0.00%	-	**		
608120	Plan Checking Services	10,000	19,870	2,184	14,654	73.75%	10,697	36.99%		
612105	Vehicle Replacement Charge	690	690	58	518	75.07%	804	-35.57%		
612115	Liability Insurance Charge	-	-	-	-	**	2,616	-100.00%		
612125	Employee Benefits	-	-	-	-	**	8,084	-100.00%		
3100	Engineering Total	114,955	153,275	9,248	99,126	64.67%	103,772	-4.48%		
3200	Public Facilities									
501110	Salaries-Regular	23,665	23,665	1,800	16,521	69.81%	32,305	-48.86%		
501115	Salaries-Overtime	300	300	9,000	84	28.00%	88	-4.55%		
502100	Retirement	5,335	5,335	406	3,747	70.23%	2,345	59.79%		
502105	Workers Comp Insurance	-	-	-	-	**	7,756	-100.00%		
502110	Health/Life Insurance	1,955	1,955	350	3,085	157.80%	5,900	-47.71%		
502115	Unemployment Insurance	150	150	7	111	74.00%	207	-46.38%		
502120	Medicare/Fica	345	345	26	239	69.28%	459	-47.93%		
502130	Other Benefit Charges	20	20	1	8	40.00%	-	100.00%		
602100	Special Dept Expense	2,000	2,000	4,123	3,104	155.20%	1,289	140.81%		
602110	Office Expense	210	210	-	54	25.71%	95	-43.16%		
602125	Small Tools	-	-	-	-	**	157	-100.00%		
602130	Clothing	3,500	4,000	203	3,063	76.58%	2,208	38.72%		
602135	Safety Equipment	500	500	-	563	112.60%	69	715.94%		
602140	Materials & Supplies	8,000	8,000	166	3,732	46.65%	1,244	200.00%		
603105	Equipment Maintenance	-	-	-	-	**	887	-100.00%		
603110	Building Maintenance	114,950	114,950	5,815	53,592	46.62%	69,891	-23.32%		

* = Actual data is reported through March.

Public Works - Rigg
March 2021 General Fund Expenditures (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During March	Year to Date Actual *			
3200	Public Facilities, Continued							
604100	Communications	30,000	30,000	514	3,746	12.49%	16,167	-76.83%
604105	Utilities	130,000	160,000	8,165	101,755	63.60%	64,032	58.91%
608100	Contractual Services	62,000	62,000	5,038	38,297	61.77%	34,100	12.31%
611110	O.C. Sanitation District User Fee	18,000	18,000	(3,883)	13,822	76.79%	16,042	-13.84%
612105	Vehicle Replacement Charge	3,710	3,710	309	2,783	75.01%	4,325	-35.65%
612115	Liability Insurance Charge	-	-	-	-	**	2,164	-100.00%
612125	Employee Benefits	-	-	-	-	**	6,687	-100.00%
3200	Public Facilities Total	404,640	435,140	23,049	248,306	57.06%	268,417	-7.49%
3300	Crossing Guard							
608175	Crossing Guard Services	43,000	43,000	-	4,141	9.63%	-	100.00%
3300	Crossing Guard Total	43,000	43,000	-	4,141	9.63%	-	100.00%
3400	Parks Maintenance							
501110	Salaries-Regular	63,780	65,365	5,005	42,848	65.55%	35,482	20.76%
501115	Salaries-Overtime	1,000	1,000	59	1,564	156.40%	2,053	-23.82%
501120	Salaries-Part Time	-	-	-	-	**	4,797	-100.00%
502100	Retirement	14,300	14,655	1,128	9,654	65.88%	2,727	254.02%
502105	Workers Comp Insurance	-	-	-	-	**	9,462	-100.00%
502110	Health/Life Insurance	4,900	5,025	826	6,499	129.33%	5,688	14.26%
502111	Medical In-Lieu Pay	-	-	70	210	**	-	100.00%
502115	Unemployment Insurance	405	405	3	270	66.67%	282	-4.26%
502120	Medicare/Fica	925	945	74	649	68.68%	613	5.87%
502130	Other Benefit Charges	55	55	3	21	38.18%	-	100.00%
602100	Special Dept Expense	5,000	3,000	275	463	15.43%	5,371	-91.38%
603105	Equipment Maintenance	10,000	15,867	-	7,887	49.71%	6,908	14.17%
604105	Utilities	143,000	153,000	12,289	109,929	71.85%	104,053	5.65%
605100	Land Lease	6,020	6,020	-	5,161	85.73%	-	100.00%
608100	Contractual Services	97,500	97,500	10,460	64,089	65.73%	75,617	-15.25%
612105	Vehicle Replacement Charge	4,515	4,515	376	3,386	74.99%	5,265	-35.69%
612115	Liability Insurance Charge	-	-	-	-	**	2,625	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,111	-100.00%
3400	Parks Maintenance Total	351,400	367,352	30,568	252,630	68.77%	269,054	-6.10%
3500	Street Maintenance							
501110	Salaries-Regular	100,555	102,735	7,649	67,322	65.53%	74,461	-9.59%
501115	Salaries-Overtime	2,600	2,600	72	1,885	72.50%	5,681	-66.82%
501120	Salaries-Part Time	-	-	-	-	**	2,998	-100.00%
502100	Retirement	21,915	22,405	1,730	15,241	68.02%	6,442	136.59%
502105	Workers Comp Insurance	-	-	-	-	**	19,809	-100.00%
502110	Health/Life Insurance	7,360	7,530	1,218	9,968	132.38%	13,217	-24.58%
502111	Medical In-Lieu Pay	-	-	193	577	**	-	100.00%
502115	Unemployment Insurance	615	615	13	441	71.71%	528	-16.48%
502120	Medicare/Fica	1,465	1,495	114	1,015	67.89%	1,180	-13.98%
502130	Other Benefit Charges	80	80	4	34	42.50%	-	100.00%
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	-	**
602125	Small Tools	5,000	5,000	-	921	18.42%	-	100.00%
602140	Materials & Supplies	50,000	60,000	1,617	41,242	68.74%	23,385	76.36%
603105	Equipment Maintenance	2,000	2,000	-	-	0.00%	-	**
608100	Contractual Services	185,000	209,000	19,960	145,492	69.61%	31,897	356.13%
612105	Vehicle Replacement Charge	9,880	9,880	823	7,410	75.00%	11,521	-35.68%
612115	Liability Insurance Charge	-	-	-	-	**	5,186	-100.00%
612125	Employee Benefits	-	-	-	-	**	16,022	-100.00%
710190	Pavement Maintenance	20,000	-	-	-	**	-	**
3500	Street Maintenance Total	409,470	426,340	33,393	291,548	68.38%	212,327	37.31%

* = Actual data is reported through March.

Public Works - Rigg
March 2021 General Fund Expenditures (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During March	Year to Date Actual *			
3600	Storm Drain Maintenance							
603100	Emergency Maintenance Services	5,000	5,000	-	-	0.00%	-	**
608155	Storm Water Monitor Program	120,000	120,000	-	78,743	65.62%	81,287	-3.13%
3600	Storm Drain Maintenance Total	125,000	125,000	-	78,743	62.99%	81,287	-3.13%
6300	Graffiti Abatement							
501110	Salaries-Regular	39,635	41,695	4,239	27,845	66.78%	-	100.00%
501115	Salaries-Overtime	15,000	15,000	4,932	5,181	34.54%	-	100.00%
502100	Retirement Charges	8,925	9,385	1,152	6,502	69.28%	-	100.00%
502110	Health/Life Insurance	3,325	3,490	1,237	5,627	161.23%	-	100.00%
502115	Unemployment Insurance	255	255	41	214	83.92%	-	100.00%
502120	Medicare/Fica	575	600	134	477	79.50%	-	100.00%
502130	Other Benefit Charges	35	35	3	15	42.86%	-	100.00%
602100	Special Dept Expense	1,000	1,000	-	-	0.00%	-	**
602140	Materials & Supplies	12,000	12,000	1,445	9,471	78.93%	6,754	40.23%
603105	Equipment Maintenance	5,000	5,000	-	831	16.62%	-	100.00%
612105	Vehicle Replacement Charge	13,985	13,985	1,165	10,489	75.00%	-	100.00%
6300	Graffiti Abatement Total	99,735	102,445	14,348	66,652	65.06%	6,754	100.00%
TOTAL PUBLIC WORKS		\$ 1,930,215	\$ 2,116,687	\$ 143,712	\$ 1,376,301	65.02%	\$ 941,611	46.16%

* = Actual data is reported through March.

Public Safety - Wren
March 2021 General Fund Expenditures (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual*	% Change From Prior Year
				Activity During March	Year to Date Actual *	% of Budget		
101	General Fund							
1520	Emergency Services							
602140	Materials & Supplies	\$ -	\$ -	\$ -	\$ 16,704	**	\$ -	**
608100	Contractual Services	-	-	-	176	**	-	**
1520	Emergency Services	-	-	-	16,880	**	-	**
2100	Law Enforcement							
501110	Salaries-Regular	-	-	-	-	**	58,440	-100.00%
501120	Salaries-Part Time	-	-	-	-	**	14,909	-100.00%
502100	Retirement	-	-	-	-	**	5,709	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	1,037	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	12,027	-100.00%
502115	Unemployment Insurance	-	-	-	-	**	423	-100.00%
502120	Medicare/Fica	-	-	-	-	**	1,094	-100.00%
602100	Special Dept Expense	-	-	-	678	**	1,427	-52.49%
602110	Office Expense	1,500	1,500	766	1,119	74.60%	285	292.63%
602145	Gas/Oil/Lube	3,000	3,000	123	822	27.40%	-	100.00%
603110	Building Maintenance	-	-	-	-	**	10,689	-100.00%
603125	Vehicle Maintenance	5,000	5,000	-	4,490	89.80%	-	100.00%
604100	Communications	60,000	60,000	3,591	26,512	44.19%	40,184	-34.02%
604105	Utilities	-	-	-	-	**	18,246	-100.00%
607100	Membership/Dues	5,000	5,000	(4,678)	-	0.00%	4,678	
607105	Mileage Reimbursement	2,400	2,400	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	3,400	3,400	-	-	0.00%	-	**
608100	Contractual Services	20,745	20,745	1,728	13,824	66.64%	-	100.00%
608160	O.C.S.D. Contract	4,950,475	4,209,544	362,823	3,737,965	88.80%	6,040,771	-38.12%
612105	Vehicle Replacement Charge	8,820	8,820	735	6,615	75.00%	-	100.00%
612115	Liability Insurance Charge	-	-	-	-	**	5,445	-100.00%
612125	Employee Benefits	-	-	-	-	**	16,823	-100.00%
702100	Office Furniture	-	-	-	108	**	-	100.00%
2100	Law Enforcement Total	5,060,340	4,319,409	365,088	3,792,133	87.79%	6,232,187	-39.15%
2200	Fire Protection							
602100	Special Department Expense	-	40,000	-	19,600	49.00%	-	100.00%
608185	O.C.F.A. Contract	3,428,270	2,687,338	-	2,782,637	103.55%	2,811,874	-1.04%
2200	Fire Protection Total	3,428,270	2,727,338	-	2,802,237	102.75%	2,811,874	-0.34%
2300	Ambulance Services							
608190	Contractual Ambulance Svcs	5,000	5,000	100	1,486	29.72%	3,715	100.00%
2230	Ambulance Services Total	5,000	5,000	100	1,486	29.72%	3,715	100.00%
2300	Homeless Prevention							
610230	North SPA Navigation Center Cost Share	-	100,000	-	-	0.00%	-	**
2300	Homeless Total	-	100,000	-	-	0.00%	-	**
2400	Animal Control Services							
608170	Animal Control Services	182,280	182,280	-	136,710	75.00%	130,922	4.42%
2400	Animal Control Services Total	182,280	182,280	-	136,710	75.00%	130,922	4.42%
2500	Public Safety-Other							
501110	Salaries-Regular	56,650	56,650	9,059	42,098	74.31%	-	100.00%
501120	Salaries-Part Time	22,070	22,070	-	4,445	20.14%	-	100.00%
502100	Retirement Charges	19,430	19,430	2,092	10,239	52.70%	-	100.00%
502110	Health/Life Insurance	2,855	2,855	1,320	1,917	67.15%	-	100.00%
502111	Medical In-Lieu Pay	-	-	175	525	**	-	100.00%
502115	Unemployment Insurance	405	405	-	78	19.26%	-	100.00%
502120	Medicare/Fica	1,140	1,140	129	691	60.61%	-	100.00%
502130	Other Benefit Charges	15	15	5	85	566.67%	-	100.00%

* = Actual data is reported through March.

Public Safety - Wren
March 2021 General Fund Expenditures (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual*	% Change From Prior Year
				Activity During March	Year to Date Actual *	% of Budget		
2500	Public Safety-Other, Continued							
602110	Office Expense	1,200	1,200	-	771	64.25%	-	100.00%
602115	Postage	100	100	-	101	101.00%	-	100.00%
607115	Training	700	700	-	-	0.00%	-	**
608100	Contractual Services	-	-	4,678	4,678	**	-	100.00%
612115	Liability Insurance Charge	27,920	27,920	-	27,884	99.87%	-	100.00%
2500	Public Safety-Other Total	132,485	132,485	17,458	93,512	70.58%	-	100.00%
4300	Parking Control							
501110	Salaries-Regular	136,250	137,775	9,985	94,255	68.41%	80,865	16.56%
501120	Salaries-Part Time	11,340	11,340	918	8,933	78.77%	32,966	-72.90%
502100	Retirement	38,910	39,250	2,963	27,460	69.96%	11,525	138.26%
502105	Workers Comp Insurance	-	-	-	-	**	8,381	-100.00%
502110	Health/Life Insurance	7,870	7,990	1,041	8,731	109.27%	8,972	-2.69%
502111	Medical In-Lieu Pay	-	-	345	1,035	**	-	100.00%
502115	Unemployment Insurance	705	705	30	512	72.62%	1,110	-53.87%
502120	Medicare/Fica	2,140	2,160	161	1,519	70.32%	1,678	-9.48%
502130	Other Benefit Charges	265	265	18	176	66.42%	-	100.00%
602110	Office Expense	6,500	6,500	-	154	2.37%	5,772	-97.33%
602115	Postage	500	500	13	116	23.20%	-	100.00%
602130	Clothing	1,000	1,000	-	-	0.00%	207	-100.00%
604100	Communications	1,000	1,000	55	655	65.50%	545	20.18%
608105	Professional Services	16,000	23,500	1,566	19,303	82.14%	11,771	63.99%
612105	Vehicle Replacement Charge	3,595	3,595	300	2,696	74.99%	4,189	-35.64%
612115	Liability Insurance Charge	-	-	-	-	**	8,041	-100.00%
612125	Employee Benefits	-	-	-	-	**	24,845	-100.00%
4300	Parking Control Total	226,075	235,580	17,395	165,545	70.27%	200,867	-17.58%
6200	Code Enforcement							
501110	Salaries-Regular	312,675	316,150	18,364	205,861	65.11%	104,676	96.66%
501120	Salaries-Part Time	11,340	11,340	918	8,549	75.39%	-	100.00%
502100	Retirement	83,230	83,950	5,303	56,840	67.71%	17,857	218.31%
502105	Workers Comp Insurance	-	-	-	-	**	7,677	-100.00%
502110	Health/Life Insurance	21,450	21,450	2,017	25,845	120.49%	13,128	96.87%
502111	Medical In-Lieu Pay	-	-	380	1,140	**	-	100.00%
502115	Unemployment Insurance	1,290	1,290	30	949	73.57%	519	82.85%
502120	Medicare/Fica	4,695	4,735	281	3,081	65.07%	1,516	103.23%
502130	Other Benefit Charges	345	345	22	226	65.51%	-	100.00%
602110	Office Expense	1,500	1,500	-	332	22.13%	2,604	-87.25%
602115	Postage	1,000	1,000	35	515	51.50%	-	100.00%
602160	Code Enforcement Equipment	3,000	3,000	-	-	0.00%	822	-100.00%
603105	Equipment Maintenance	100	100	-	-	0.00%	-	**
604100	Communications	800	800	-	624	78.00%	570	9.47%
607100	Membership/Dues	600	600	-	475	79.17%	475	0.00%
607105	Mileage Reimbursement	100	100	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	467	-100.00%
607115	Training	1,000	1,000	-	71	7.10%	564	-87.41%
608100	Contractual Services	-	4,000	315	2,520	63.00%	2,520	0.00%
608105	Professional Services	-	-	777	3,309	**	-	100.00%
608180	Prosecution/Code Enforcement	75,000	75,000	1,293	19,542	26.06%	48,665	-59.84%
612105	Vehicle Replacement Charge	5,580	5,580	465	4,185	75.00%	6,509	-35.70%
612115	Liability Insurance Charge	-	-	-	-	**	7,679	-100.00%
612125	Employee Benefits	-	-	-	-	**	23,726	-100.00%
6200	Code Enforcement Total	524,705	532,940	30,200	334,064	62.68%	239,974	39.21%
101	GENERAL FUND TOTAL	\$ 9,559,155	\$ 8,235,032	\$ 430,241	\$ 7,342,567	89.16%	\$ 9,619,539	-23.67%

* = Actual data is reported through March.

Public Safety - Wren
March 2021 General Fund Expenditures (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual*	% Change From Prior Year
				Activity During March	Year to Date Actual *	% of Budget		
102	General Fund (Transactions & Use Tax)							
2100	Law Enforcement							
501110	Salaries-Regular	-	-	-	-	**	25,106	-100.00%
502100	Retirement	-	-	-	-	**	1,958	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	338	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	212	-100.00%
502120	Medicare/Fica	-	-	-	-	**	386	-100.00%
603125	Vehicle Maintenance	-	-	-	-	**	6,528	-100.00%
608160	O.C.S.D. Contract	6,300,000	7,040,931	515,647	4,640,821	65.91%	2,270,445	104.40%
608175	Crossing Guard Services	-	-	-	-	**	24,794	-100.00%
612105	Vehicle Replacement Charge	-	-	-	-	**	10,284	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,846	-100.00%
612125	Employee Benefits	-	-	-	-	**	5,705	-100.00%
2100	Law Enforcement Total	6,300,000	7,040,931	515,647	4,640,821	65.91%	2,347,670	97.68%
2200	Fire Protection							
501110	Salaries-Regular	-	-	-	-	**	5,021	-100.00%
502100	Retirement	-	-	-	-	**	392	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	68	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	42	-100.00%
502120	Medicare/Fica	-	-	-	-	**	77	-100.00%
608185	O.C.F.A. Contract	1,500,000	2,240,932	-	899,158	40.12%	746,072	20.52%
612115	Liability Insurance Charge	-	-	-	-	**	369	-100.00%
612125	Employee Benefits	-	-	-	-	**	1,140	-100.00%
2200	Fire Protection Total	1,500,000	2,240,932	-	899,158	40.12%	753,195	19.38%
4300	Parking Control							
501110	Salaries-Regular	-	-	-	-	**	15,064	-100.00%
502100	Retirement	-	-	-	-	**	1,175	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	203	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	127	-100.00%
502120	Medicare/Fica	-	-	-	-	**	231	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,108	-100.00%
612125	Employee Benefits	-	-	-	-	**	3,423	-100.00%
4300	Parking Control Total	-	-	-	-	**	21,372	-100.00%
6200	Code Enforcement							
501110	Salaries-Regular	-	-	-	-	**	99,175	-100.00%
502100	Retirement	-	-	-	-	**	7,336	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	4,325	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	9,049	-100.00%
502115	Unemployment Insurance	-	-	-	-	**	409	-100.00%
502120	Medicare/Fica	-	-	-	-	**	1,461	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	7,177	-100.00%
612125	Employee Benefits	-	-	-	-	**	22,177	-100.00%
6200	Code Enforcement Total	-	-	-	-	**	151,109	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ 7,800,000	\$ 9,281,863	\$ 515,647	\$ 5,539,979	59.69%	\$ 3,273,346	69.25%
	TOTAL PUBLIC SAFETY	\$ 17,359,155	\$ 17,516,895	\$ 945,888	\$ 12,882,546	73.54%	\$ 12,892,885	-0.08%

* = Actual data is reported through March.

**Community Development-Lilley
March 2021 General Fund Expenditures (75% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual*	% Change From Prior Year
				Activity During March	Year to Date Actual *	% of Budget		
101	General Fund							
4000	Community Development Administration							
501110	Salaries-Regular	\$ 84,280	\$ 102,905	\$ 5,941	\$ 52,920	51.43%	\$ -	100.00%
501115	Salaries-Overtime	-	-	31	51	**	-	100.00%
502100	Retirement Charges	20,155	24,300	1,561	13,582	55.89%	-	100.00%
502110	Health/Life Insurance	4,300	5,225	751	5,917	113.24%	-	100.00%
502115	Unemployment Insurance	195	225	-	261	116.00%	-	100.00%
502120	Medicare/Fica	1,225	1,490	83	740	49.66%	-	100.00%
502130	Other Benefit Charges	20	25	3	26	104.00%	-	100.00%
602110	Office Expense	1,300	1,275	82	925	72.55%	-	100.00%
602120	Books/Periodicals	75	340	-	337	99.12%	-	100.00%
612115	Liability Insurance Charge	38,310	38,310	-	38,261	99.87%	-	100.00%
702100	Office Furniture	-	-	-	234	**	-	100.00%
4000	Community Development Administration Total	149,860	174,095	8,452	113,254	65.05%	-	100.00%
4100	Planning							
501110	Salaries-Regular	293,290	304,075	18,462	172,503	56.73%	90,961	89.65%
501115	Salaries-Overtime	1,000	1,000	179	1,139	113.90%	179	536.31%
501120	Salaries-Part Time	-	-	-	-	**	8,219	-100.00%
501125	Salaries-Appointed	9,000	9,000	623	5,348	59.42%	6,438	-16.93%
502100	Retirement	67,165	69,610	4,173	38,134	54.78%	8,567	345.13%
502105	Workers Comp Insurance	-	-	-	-	**	2,057	-100.00%
502110	Health/Life Insurance	24,810	25,795	2,294	20,961	81.26%	14,766	41.95%
502115	Unemployment Insurance	1,080	1,110	4	1,072	96.58%	987	8.61%
502120	Medicare/Fica	4,380	4,535	273	2,545	56.12%	1,562	62.93%
502130	Other Benefit Charges	270	275	9	86	31.27%	-	100.00%
602110	Office Expense	-	-	(286)	(470)	**	978	-148.06%
602115	Postage	200	200	4	578	289.00%	-	100.00%
607100	Membership/Dues	2,000	2,000	-	470	23.50%	603	-22.06%
607110	Travel/Conference/Meetings	1,800	1,200	-	155	12.92%	256	-39.45%
607115	Training	1,000	1,000	-	-	0.00%	1,250	-100.00%
608100	Contractual Services	4,000	4,000	350	350	8.75%	525	-33.33%
608105	Professional Services	-	375,650	14,350	94,180	25.07%	-	100.00%
608130	Temporary Help	-	-	-	-	**	33,103	-100.00%
608135	Microfilming	10,000	10,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	615	615	51	461	74.96%	650	-29.08%
612115	Liability Insurance Charge	-	-	-	-	**	10,850	-100.00%
612125	Employee Benefits	-	-	-	-	**	33,524	-100.00%
4100	Planning Total	420,610	810,425	40,839	337,865	41.69%	215,475	56.80%
4200	Building Regulation							
501110	Salaries-Regular	70,030	61,670	1,252	45,124	73.17%	36,108	24.97%
502100	Retirement	15,835	13,965	281	9,868	70.66%	2,565	284.72%
502105	Workers Comp Insurance	-	-	-	-	**	547	-100.00%
502110	Health/Life Insurance	4,765	4,105	125	6,493	158.17%	6,458	0.54%
502115	Unemployment Insurance	330	330	-	274	83.03%	273	0.37%
502120	Medicare/Fica	1,015	905	17	637	70.39%	522	22.03%
502130	Other Benefit Charges	45	45	1	23	51.11%	-	100.00%
602110	Office Expense	1,000	1,000	-	114	11.40%	1,198	-90.48%
602115	Postage	500	500	3	103	20.60%	-	100.00%
602120	Books/Periodicals	400	400	-	-	0.00%	75	-100.00%
607100	Membership/Dues	135	135	-	-	0.00%	135	**
607110	Travel/Conference/Meetings	200	200	-	-	0.00%	-	**

* = Actual data is reported through March.

Community Development-Lilley
March 2021 General Fund Expenditures (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual*	% Change From Prior Year
				Activity During March	Year to Date Actual *	% of Budget		
4200	Building Regulation, Continued							
607115	Training	1,000	1,000	-	350	35.00%	299	17.06%
608115	Inspection Services	457,795	457,795	-	519,517	113.48%	439,059	18.33%
608130	Temporary Help	-	11,000	-	-	0.00%	-	**
608135	Microfilming	10,000	10,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	-	2,390	-	1,196	50.04%	-	100.00%
612105	Vehicle Replacement Charge	-	-	-	-	**	33	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	2,826	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,732	-100.00%
4200	Building Regulation Total	563,050	565,440	1,679	583,699	103.23%	498,830	17.01%
4400	Business Relations							
607115	Training	500	500	-	-	0.00%	-	**
608100	Contractual Services	-	-	-	17,000	**	-	100.00%
608105	Professional Services	20,000	20,000	-	-	0.00%	-	**
608145	Information Technology	600	600	100	400	66.67%	-	100.00%
610210	Business Relations Programs	-	-	-	19	**	-	100.00%
4400	Business Relations	21,100	21,100	100	17,419	82.55%	-	100.00%
101	GENERAL FUND TOTAL	\$ 1,154,620	\$ 1,571,060	\$ 51,070	\$ 1,052,237	66.98%	\$ 714,305	47.31%
102	General Fund (Transactions & Use Tax)							
4100	Planning							
608105	Professional Services	-	19,063	-	9,310	48.84%	-	100.00%
4100	Planning	-	19,063	-	9,310	48.84%	-	100.00%
4400	Business Relations							
501110	Salaries-Regular	-	-	-	-	**	2,215	-100.00%
502100	Retirement	-	-	-	-	**	369	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	379	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	30	-100.00%
502120	Medicare/Fica	-	-	-	-	**	85	-100.00%
602110	Office Expense	-	-	-	-	**	979	-100.00%
607100	Membership/Dues	-	-	-	-	**	275	-100.00%
607110	Travel/Conference/Meetings	-	-	-	-	**	1,311	-100.00%
608125	Advertising/ Business Dev't	-	-	-	-	**	9,552	-100.00%
608130	Temporary Help	-	-	-	-	**	20,689	-100.00%
612105	Vehicle Replacement Charge	-	-	-	-	**	715	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	2,074	-100.00%
612125	Employee Benefits	-	-	-	-	**	6,408	-100.00%
4400	Business Relations	-	-	-	-	**	45,081	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ 19,063	\$ -	\$ 9,310	48.84%	\$ 45,081	-79.35%
	TOTAL COMMUNITY DEVELOPMENT	\$ 1,154,620	\$ 1,590,123	\$ 51,070	\$ 1,061,547	66.76%	\$ 759,386	39.79%

* = Actual data is reported through March.

Community Service - Bobadilla
March 2021 General Fund Expenditures (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During March	Year to Date Actual *			
101	General Fund							
5100	Parks and Recreation							
501110	Salaries-Regular	\$ 367,335	\$ 383,325	\$ 28,276	\$ 253,220	66.06%	\$ 238,924	5.98%
501115	Salaries-Overtime	-	-	-	-	**	120	-100.00%
501120	Salaries-Part Time	87,770	114,985	4,348	33,982	29.55%	39,141	-13.18%
502100	Retirement	96,235	99,970	6,968	62,571	62.59%	21,936	185.24%
502105	Workers Comp Insurance	-	-	-	-	**	6,360	-100.00%
502110	Health/Life Insurance	23,020	24,340	3,650	30,657	125.95%	30,353	1.00%
502111	Medical In-Lieu Pay	-	-	750	2,250	**	-	100.00%
502115	Unemployment Insurance	2,850	2,850	147	1,551	54.42%	2,004	-22.60%
502120	Medicare/Fica	6,600	7,070	466	4,094	57.91%	3,997	2.43%
502130	Other Benefit Charges	1,285	1,535	77	616	40.13%	-	100.00%
602100	Special Dept Expense	4,430	4,430	208	3,640	82.17%	2,396	51.92%
602110	Office Expense	1,600	1,600	-	743	46.44%	2,440	-69.55%
602113	Social Media	2,500	2,500	102	852	34.08%	-	100.00%
602115	Postage	400	400	1	3,222	805.50%	-	100.00%
602150	Recreation Brochure Mailing	8,000	8,000	-	7,541	94.26%	23,905	-68.45%
603110	Building Maintenance	10,485	12,770	-	225	1.76%	3,375	-93.33%
607100	Membership/Dues	1,160	1,160	-	-	0.00%	1,155	-100.00%
607115	Training	1,500	1,500	20	60	4.00%	3,403	-98.24%
608100	Contractual Services	8,000	1,000	-	-	0.00%	-	**
608107	Financial Services	-	-	-	55	**	-	100.00%
608150	Contractual Recreation Program	-	-	-	-	**	14,590	-100.00%
609100	Special Events	10,905	10,905	-	3,484	31.95%	5,855	-40.50%
609115	Excursions	-	-	-	-	**	543	-100.00%
609125	Employee/Volunteer Recognition	-	-	-	223	**	-	100.00%
609200	Senior Citizen Program	1,200	1,200	229	381	31.75%	539	-29.31%
612105	Vehicle Replacement Charge	6,800	6,800	567	5,100	75.00%	7,857	-35.09%
612115	Liability Insurance Charge	53,705	53,705	-	53,636	99.87%	17,763	201.95%
612125	Employee Benefits	-	-	-	-	**	54,884	-100.00%
701105	Equipment-General	-	-	-	2,544	**	-	100.00%
5100	Parks and Recreation Total	695,780	740,045	45,809	470,647	63.60%	481,540	-2.26%
5200	Community Services Center (Beach)							
501120	Salaries-Part Time	-	-	-	-	**	6,737	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	538	-100.00%
502120	Medicare/Fica	-	-	-	-	**	102	-100.00%
602100	Special Dept Expense	4,820	4,820	-	-	0.00%	1,917	-100.00%
602110	Office Expense	1,000	1,000	65	65	6.50%	1,226	-94.70%
603105	Equipment Maintenance	-	-	-	-	**	58	-100.00%
603110	Building Maintenance	6,695	6,695	304	2,927	43.72%	33,512	-91.27%
604105	Utilities	9,540	9,540	-	-	0.00%	5,550	-100.00%
612105	Vehicle Replacement Charge	400	400	33	300	75.00%	423	-29.08%
612115	Liability Insurance Charge	-	-	-	-	**	524	-100.00%
612125	Employee Benefits	-	-	-	-	**	1,620	-100.00%
5200	Community Services Ctr (Beach)	22,455	22,455	402	3,292	14.66%	52,301	-93.71%

* = Actual data is reported through March.

Community Service - Bobadilla
March 2021 General Fund Expenditures (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During March	Year to Date Actual *			
5300	Stanton Central Park							
501110	Salaries-Regular	64,085	66,195	4,955	39,868	60.23%	29,408	35.57%
501120	Salaries-Part Time	77,775	80,715	8,251	55,294	68.51%	72,676	-23.92%
502100	Retirement	14,575	15,470	1,125	9,052	58.51%	2,054	340.70%
502105	Workers Comp Insurance	-	-	-	-	**	7,107	-100.00%
502110	Health/Life Insurance	5,120	5,120	756	5,549	108.38%	4,079	36.04%
502111	Medical In-Lieu Pay	-	-	150	463	**	-	100.00%
502115	Unemployment Insurance	1,800	1,800	269	1,205	66.94%	1,316	-8.43%
502120	Medicare/Fica	2,055	2,105	193	1,396	66.32%	1,548	-9.82%
502130	Other Benefit Charges	1,375	1,375	121	816	59.35%	-	100.00%
602100	Special Dept Expense	2,000	3,500	217	217	6.20%	1,148	-81.10%
602110	Office Expense	500	500	8	394	78.80%	112	251.79%
604105	Utilities	630	630	-	-	0.00%	481	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	6,912	-100.00%
612125	Employee Benefits	-	-	-	-	**	21,357	-100.00%
5300	Stanton Central Park	169,915	177,410	16,045	114,254	64.40%	148,198	-22.90%
5400	Senior Nutrition Program							
501110	Salaries-Regular	-	-	759	5,433	**	-	100.00%
501120	Salaries-Part Time	30,825	31,665	2,480	21,851	69.01%	-	100.00%
502100	Retirement Charges	-	-	172	1,234	**	-	100.00%
502110	Health/Life Insurance	445	445	127	849	190.79%	-	100.00%
502111	Medical In-Lieu Pay	-	-	100	300	**	-	100.00%
502115	Unemployment Insurance	525	525	83	255	48.57%	-	100.00%
502120	Medicare/Fica	445	445	48	406	91.24%	-	100.00%
502130	Other Benefit Charges	530	530	36	317	59.81%	-	100.00%
602100	Special Dept Expense	-	3,000	-	-	0.00%	-	100.00%
5400	Senior Nutrition Program	32,770	36,610	3,805	30,645	83.71%	-	100.00%
		\$ 920,920	\$ 976,520	\$ 66,061	\$ 618,838	63.37%	\$ 682,039	-9.27%
102	General Fund (Transactions & Use Tax)							
5100	Parks and Recreation							
501120	Salaries-Part Time	-	-	-	-	**	492	-100.00%
502120	Medicare/Fica	-	-	-	-	**	7	-100.00%
5100	Parks and Recreation	-	-	-	-	**	499	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ -	\$ -	\$ -	**	\$ 499	-100.00%
	TOTAL COMMUNITY SERVICES	\$ 920,920	\$ 976,520	\$ 66,061	\$ 618,838	63.37%	\$ 682,538	-9.33%

* = Actual data is reported through March.

Transfers to Other Funds-Bannigan
March 2021 General Fund Expenditures (75% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual*	% Change From Prior Year
				Activity During March	Year to Date Actual *			
101	General Fund							
1600	Non-Departmental							
800250	Transfer to Fact Grant	\$ 24,750	\$ 16,750	\$ (3,938)	\$ 12,563	75.00%	\$ 76,000	-83.47%
800251	Transfer to Senior Transportation Fund	9,430	9,430	426	2,732	28.97%	-	100.00%
800280	Transfer to SCP Maintenance Fund	-	59,503	44,627	44,627	75.00%	-	100.00%
	TOTAL TRANSFERS OUT	\$ 34,180	\$ 85,683	\$ 41,115	\$ 59,922	69.93%	\$ 76,000	-21.16%

* = Actual data is reported through March.

ATTACHMENT C

General Fund - Fund Balance Status

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<i>Reserves as of June 30, 2020:</i>			
Economic Uncertainty	\$ 4,100,000		\$ 4,100,000
Emergency Equipment Maintenance	250,000		250,000
Emergency Disaster Continuity	2,500,000		2,500,000
Capital Improvement	7,324,410		7,324,410
Subtotal	14,174,410	-	14,174,410
Available Fund Balance (unreserved)	1,517,810	4,678,926	6,196,736
Total Fund Balance (Reserves & Available Fund Balance) as of June 30, 2020	15,692,220	4,678,926	20,371,146
Estimated increase (decrease) of fund balance during Fiscal Year 2020-21	3,924,554	(4,678,926)	(754,372)
Total Projected Fund Balance (Reserves & Available Fund Balance) as of June 30, 2021	\$ 19,616,774	\$ -	\$ 19,616,774

HOUSING AUTHORITY FUND (#285)
March 2021 Revenues and Expenditures (75% of year)

		FY 2020/21						
Account No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Activity During March	Year to Date Actual *	% of Budget	FY 2019/20 Actual *	% Change From Prior Year
REVENUES								
435100	Interest	\$ 250,000	\$ 150,000	\$ 14,370	\$ 70,948	47.30%	\$ 212,529	-66.62%
435110	Unrealized Gains/Losses	-	-	(4,326)	(48,853)	**	-	**
436140	Tina Way/Pacific Ave. Property Rent	500,000	500,000	1,334	293,869	58.77%	394,503	-25.51%
437135	Expense Reimbursement	10,000	2,000	-	1,171	58.55%	8,299	-85.89%
437145	Sale Of Assets	-	210,100	100	210,100	100.00%	-	100.00%
437195	Other Revenue	1,500	-	-	-	**	775	-100.00%
439741	Transfer from Stanton Successor Agency	-	-	-	-	**	3,377,369	-100.00%
TOTAL REVENUES		\$ 761,500	\$ 862,100	\$ 11,478	\$ 527,235	61.16%	\$ 3,993,475	-86.80%
ESTIMATED EXPENDITURES AND OTHER USES								
Salaries and Benefits								
501110	Salaries-Regular	150,735	220,790	15,678	130,883	59.28%	60,706	115.60%
501115	Salaries-Overtime	-	-	119	409	**	43	851.16%
501120	Salaries-Part-Time	2,135	2,135	168	1,568	73.44%	1,543	1.62%
502100	Retirement	37,170	56,765	3,656	30,043	52.93%	5,848	413.73%
502105	Workers' Compensation	-	-	-	-	**	1,905	-100.00%
502110	Health/Life Insurance	9,720	13,855	1,960	14,964	108.00%	10,481	42.77%
502111	Medical in Lieu	-	-	60	180	**	277	100.00%
502115	Unemployment Insurance	465	735	6	1,084	147.48%	-	#DIV/0!
502120	Medicare/FICA	2,220	3,295	225	1,841	55.87%	896	105.47%
502130	Other Benefits	100	820	10	89	10.85%	-	100.00%
608130	Temporary Help	-	1,190	-	1,851	155.55%	28,965	-93.61%
Total-Salaries and Benefits		202,545	299,585	21,882	182,912	61.06%	110,664	65.29%
Maintenance and Operations								
602100	Special Department Expense	-	-	-	3,961	**	12,679	-68.76%
602110	Office Expense	1,000	1,000	-	-	0.00%	83	-100.00%
602115	Postage	200	200	-	208	104.00%	-	100.00%
602140	Materials and Supplies	-	5,000	-	-	0.00%	-	100.00%
603120	Minor Repairs	76,000	76,000	603	8,614	11.33%	11,478	-24.95%
604105	Utilities	50,000	50,000	1,295	41,623	83.25%	17,846	133.23%
607100	Membership Dues	-	-	-	4,630	**	-	100.00%
608100	Contractual Services	-	3,043,560	-	607,712	19.97%	-	100.00%
608105	Professional Services	250,000	503,025	14,491	162,218	32.25%	307,677	-47.28%
611110	O.C. Sanitation User Fee	15,000	15,000	2,719	23,652	157.68%	-	100.00%
610135	Relocation Assistance	-	240,000	800	71,632	29.85%	26,153	173.90%
Total-Maintenance and Operations		392,200	3,933,785	19,908	924,250	23.50%	375,916	145.87%
Allocated Charges								
612105	Vehicle Replacement Charge	3,070	3,070	256	2,303	75.02%	3,505	-34.29%
612115	Liability Insurance Charge	-	-	-	-	**	7,087	-100.00%
612125	Employee Benefits Charge	-	-	-	-	**	21,898	-100.00%
612140	Information Technology Charge	17,710	17,710	1,476	13,283	75.00%	-	100.00%
612200	Allocated Charges	-	-	-	-	**	6,844	-100.00%
614205	Admin Overhead	26,030	26,030	2,731	22,617	86.89%	16,657,513	100.00%
Total-Allocated Charges		46,810	46,810	4,463	38,203	81.61%	16,696,847	-99.77%
Capital Outlay								
760100	Demolition/Condemnation	20,000	320,000	-	96,075	30.02%	-	100.00%
790100	Land Acquisition	-	1,961,440	-	1,961,438	100.00%	16,657,513	-88.22%
Total-Capital Outlay		20,000	2,281,440	-	2,057,513	90.18%	16,657,513	-87.65%
TOTAL EXPENDITURES		\$ 661,555	\$ 6,561,620	\$ 46,253	\$ 3,202,878	48.81%	\$ 33,840,940	-90.54%
REVENUES OVER (UNDER) EXPENDITURES		\$ 99,945	\$ (5,699,520)	\$ (34,775)	\$ (2,675,643)		\$ (29,847,465)	

* = Actual data is reported through March.

Housing Authority Fund (Fund 285) - Fund Balance Status

Available Fund Balance as of June 30, 2020	\$ 15,593,383
Estimated increase (decrease) of fund balance during Fiscal Year 2020-21	<u>(5,699,520)</u>
Projected Available Fund Balance as of June 30, 2021	<u><u>\$ 9,893,863</u></u>

CITY OF STANTON
FY 2020/21
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2020 THROUGH MARCH 31, 2021

Account No.	Description	Adopted Budget 2020/21	Amended Budget 2020/21	YTD Actual 2020/21	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Street Projects							
710205	Citywide Street Rehabilitation - Fiscal Year 2020/21	\$ 1,074,000	\$ 1,051,630	\$ 666,656	\$ 71,000	70.1%	\$ 313,974
710205	Design of Slurry Seal Project	-	8,925	8,330	-	93.3%	595
710200	Slurry Seal Construction - Fiscal Year 2020/21	613,000	600,215	488,201	75,107	93.9%	36,907
710106	Traffic Signal Improvements - Fiscal Year 2020/21	205,000	200,740	-	-	0.0%	200,740
710125	City-wide Concrete Repair - Fiscal Year 2020/21	52,000	50,935	-	-	0.0%	50,935
710190	Design of Citywide Street Reconstruction Project	-	37,425	6,526	30,899	100.0%	-
710190	Miscellaneous Street Repairs - Fiscal Year 2020/21	26,000	25,465	-	-	0.0%	25,465
710195	Citywide Concrete Improvement Project - Fiscal Year 2019/20	-	75,600	45,612	29,988	100.0%	-
Total Street Projects		\$ 1,970,000	\$ 2,050,935	\$ 1,215,325	\$ 206,994	69.3%	\$ 628,616
Parks Projects							
750102	Park Master Plan	\$ 103,000	\$ 100,870	\$ -	\$ -	0.0%	\$ 100,870
750111	Hollenbeck Rubber Replacement	205,000	200,735	-	-	0.0%	200,735
750121	Premier Park Play Equipment and Rubber	205,000	200,735	-	-	0.0%	200,735
750132	Harry Dotson Rubber	72,000	70,510	-	-	0.0%	70,510
Total Parks Projects		\$ 585,000	\$ 572,850	\$ -	\$ -	0.0%	\$ 572,850
Sewer							
730105	Sewer Improvements - Fiscal Year 2020/21	\$ 1,635,000	\$ 1,600,910	\$ 165,697	\$ 100,406	16.6%	\$ 1,334,807
Total Sewer		\$ 1,635,000	\$ 1,600,910	\$ 165,697	\$ 100,406	16.6%	\$ 1,334,807
GRAND TOTAL		\$ 4,190,000	\$ 4,224,695	\$ 1,381,022	\$ 307,400	40.0%	\$ 2,536,273
Funding Source							
211	Gas Tax Fund	\$ 120,340	\$ 84,525	\$ 53,942	\$ 29,988	99.3%	\$ 595
215	Road Maintenance Rehabilitation Account (RMRA) (SB-1)	810,850	848,275	570,182	101,899	79.2%	176,194
220	Measure M Turnback Fund	790,000	804,325	446,391	75,107	64.8%	282,827
262	Traffic Signal Impact Fees Fund	26,000	26,000	-	-	0.0%	26,000
305	Capital Projects Fund (Reserves)	222,810	287,810	144,810	-	50.3%	143,000
310	Park and Recreation Facilities Fund	585,000	572,850	-	-	0.0%	572,850
501	Sewer Maintenance Fund	1,635,000	1,523,910	88,697	100,406	12.4%	1,334,807
502	Sewer Capital Improvement Fund	-	77,000	77,000	-	100.0%	-
GRAND TOTAL		\$ 4,190,000	\$ 4,224,695	\$ 1,381,022	\$ 307,400	40.0%	\$ 2,536,273

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 11, 2021

**SUBJECT: INTERIM PUBLIC WORKS DIRECTOR / CITY ENGINEER STAFF
AUGMENTATION AGREEMENT**

REPORT IN BRIEF:

Consideration of a Professional Services Agreement with NV5 for Interim Public Works Director/City Engineer services.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) — continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general, policy and procedure making; and
2. Authorize the City Manager to execute a Professional Services Agreement on behalf of the City with NV5.

BACKGROUND:

The City's Public Works Director/City Engineer position has been vacant since April 22, 2021. As a result, it has become necessary to utilize contract engineering services in order to help maintain the current workload while the organizational assessment and recruitment for a full-time Public Works Director/City Engineer is conducted. Staff researched and solicited feedback from several cities, and has identified NV5 as a possible consultant.

The term of the contract will last up to four months, or until services are no longer deemed necessary. Staff is requesting that City Council waive the competitive bidding requirement in the City's purchasing policy for this procurement.

ANALYSIS/JUSTIFICATION:

For over 70 years, NV5 has provided technical engineering and consulting services to a variety of public and private sector clients, including municipal governments. They are able to offer an Interim Public Works Director/City Engineer that can perform a variety of

professional and technical duties in support of various engineering department operations and activities. Steve E. Strapac, PE, PLS has more than 27 years of professional experience, including serving as the City Engineer for the Cities of Oceanside and El Cerrito, and currently performs similar staff augmentation services for the City of Corona.

Utilizing NV5's services is an efficient and effective response to meet the City's current needs. The Interim Public Works Director/City Engineer would serve in a part-time capacity, working closely alongside the Associate Engineer and Facilities Maintenance Supervisor. Their responsibilities would include, but are not limited to, participate in the development of the Department's work plan; review all Engineering activities; and act as capital improvement project manager. The Interim Public Works Director/City Engineer professional services will be performed pursuant to the hourly rate of \$160.00/hour, as set forth in the Professional Services Agreement.

City staff is also assessing the organizational structure of the department. Resignations of long-serving directors are often good opportunities to evaluate the existing organizational structure. Over the next few weeks, the City Manager's Office will review the current Department structure and operations, explore models and approaches to delivering Public Works services and identify gaps in the current delivery of services. The City is committed to providing the highest level of service at the best value to its citizens.

FISCAL IMPACT:

None. Per the Professional Services Agreement, the establishment of the Interim Public Works Director/City Engineer position for up to 20 hours per week would result in a cost not to exceed \$57,600. The cost of the contract is offset by salary savings from the vacant position.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(2) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

LEGAL REVIEW:

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

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

3. Provide a quality infrastructure.
6. Maintain and promote a responsive, high-quality, and transparent government.

PUBLIC NOTIFICATION:

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

Prepared by:

Approved as to form by:

/s/ Jason Huynh

/s/ HongDao Nguyen

Jason Huynh
Management Intern

HongDao Nguyen
City Attorney

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment:

A. Professional Services Agreement – Public Works Director/City Engineer

Attachment: A

CITY OF STANTON PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING STAFF AUGMENTATION SERVICES

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2021, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 ("City") and NV5 Global, Inc., with its principal place of business at **163 Technology Drive, Suite 100, Irvine, CA 92618** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **Public Works and Engineering Staff Augmentation** services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Public Works and Engineering Staff Augmentation** services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for **Public Works and Engineering Staff Augmentation** ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Public Works and Engineering Staff Augmentation** services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibit attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **May 3, 2021** to **September 3, 2021**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

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

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

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

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

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

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

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

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

3.2.10 Insurance.

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

commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

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

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

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

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Professional Liability: Professional Liability Insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Fifty-Seven Thousand Six Hundred** dollars (\$57,600) ("Total Compensation") without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per

diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

**NV5, Inc.
163 Technology Drive, Suite 100
Irvine, CA 92618
Attn: Vice President**

City:

**City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: City Manager**

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of City.

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

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

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

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including, without limitation, the payment of all damages, expert witness fees, attorney fees, and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent

jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.20 **Subcontracting.**

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written

approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement
on this ____ day of _____, 2021.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: _____
Jarad L. Hildenbrand
City Manager

By: _____
Name: _____
Title: _____

[If Corporation, TWO SIGNATURES,
President **OR** Vice President **AND** Secretary,
AND CORPORATE SEAL OF
CONSULTANT REQUIRED]

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger, LLP
City Attorney

EXHIBIT "A"

SCOPE AND SCHEDULE OF SERVICES

[INSERT SCOPE AND SCHEDULE OF SERVICES]

April 26, 2021

Jarad Hildenbrand
City Manager
City of Stanton

RE: Letter of Proposal – Interim City Engineer

Dear Mr. Hildenbrand,

We are pleased to submit this proposal to provide a part-time Interim City Engineer to the City of Stanton (City) for four months, up to 20 hours per week.

We have been providing highly qualified and experienced professionals on staff augmentation contracts for several years. Public agencies have contracted with our firm when it is not cost-effective to fill a full-time position; to relieve peak workload situations; and to fill vacant positions on an interim basis. We select, train, and retain highly qualified employees to supplement contracting cities staffing requirements. Our professional staff has expertise in a wide range of disciplines and extensive experience in many areas, including project management, construction management, and design engineering.

We are committed to providing superior, high-level services to our clients. We do so by maintaining a core of highly qualified staff possessing a wide range of skills that we match with our client's needs. Our professionals are committed to reliable performance, positive attitudes, and a mission focus that is essential to successful outcomes.

For the City's consideration, we propose the following individual (resume attached). Below is a breakdown and rate (based on time and materials).


Steven E. Strapac, PE, PLS

City Engineer

\$160/hr.

On behalf of our team, we thank you for the opportunity to serve as an extension of the City of Stanton staff. Should you have any questions or require additional information, please contact me at (858) 531-6666 or jeff.cooper@nv5.com.

Sincerely,
NV5, Inc.



Jeffrey M. Cooper, PE
Vice President

PN: P27021-0003188.00

RESUME

CONTACT INFO
steven.strapac@nv5.com

EXPERIENCE
27 years

EDUCATION
B.S. Civil Engineering

LICENSES/CERTIFICATES
Civil Engineer (CA)
No. 57654

Professional Land Surveyor
(CA) 8566

REGISTRATIONS
QSD/QSP 20-Hour Training

AFFILIATIONS
American Water Works
Association

American Society of Civil
Engineers

STEVEN E. STRAPAC, PE, PLS City Engineer

Mr. Strapac has more than 27 years of professional engineering experience in both the public and private sectors. His professional experience includes serving as the City Engineer for the City of Oceanside and City of El Cerrito, Senior Civil Engineer for the City of Poway, District Engineer for the Rainbow Municipal Water District, Capital Project Manager for the City of Moreno Valley, and Assistant City Engineer for the City of Rancho Santa Margarita. He has experience in managing large capital improvement projects, including retaining and managing consultants and contractors using municipal guidelines.

Project Experience

City Engineer

CITY OF OCEANSIDE | OCEANSIDE, CA

Mr. Strapac managed the CIP and Land Development Engineering Divisions under the Development Services Department. His services included:

- Managed engineering staff reviews of all land development subject to discretionary permits and grading permits.
- Managed CIP Program and engineers (employees and consultants)
- Prepared and managed CIP Program and \$40 million CIP Budget
- Managed and prepared Land Development budget
- Managed Floodplain issues (Statutorily CFM)
- Provided easement reviews and preparation
- Responsible for all Tract and Parcel Map approval
- Managed the asset management of street network
- Prepared easements for water, sewer, and storm drain systems
- Prepared and presented staff reports on items including acceptance of water improvements

City Engineer

CITY OF EL CERRITO | EL CERRITO, CA

Mr. Strapac served as City Engineer for three years. In his role, he managed capital projects; was responsible for CIP management, including budgeting, staff presentation, consultant selection and management; preparation of various grants; and contract administration, including State and Federally funded project such as STP, SB821, CMAQ, STPL, STIP and CDBG.

Assistant City Engineer

CITY OF RANCHO SANTA MARGARITA | RANCHO SANTA MARGARITA, CA

Mr. Strapac served as the City's Interim Assistant City Engineer for two years. His responsibilities included:

- Managed CIP and prepared budget
- Prepared RFPs and administered project development
- Supervised engineering staff and consultants
- Prepared staff reports
- Prepared and managed the preparation of various grants

NV5

RESUME

Project Manager

CITY OF CORONA | CORONA, CA

Mr. Strapac provides direct project management services to the City of Corona as part of NV5's staff augmentation contract. His duties include managing the review of all types of land development projects (residential, commercial, and industrial) submitted to the City for conformance with City standards; reviewing grading plans, public improvement plans (including, but not limited to, street design, storm drain, sewer and street light), and other types of projects; preparing public improvement agreements; reviewing survey documents such as legals, plats, deed, quit claims and others; and reviewing Water Quality Management Plans.

Capital Project Manager

CITY OF MORENO VALLEY | MORENO VALLEY, CA

Mr. Strapac served as the City of Moreno Valley's Capital Project Manager for more than four years. In this role, he prepared and reviewed City Council staff reports and supervised the work of staff engineers and engineering technicians. He prepared and presented grant applications to the appropriate agencies, assisted with compliance with NPDES, and prepared specifications for WQMPs and SWPPPs. Specific projects included:

- BTA (Bicycle Transportation Account): State-funded bicycle route project.
- Eucalyptus Avenue Sidewalk: Federal-Aid project under the STPLHSR Safe Routes to School program, consisting of sidewalk design and construction.
- FY 04/05 Annual Slurry Seal Program: City-funded slurry seal project on residential streets in the City.
- Boeing and McDonnell Sidewalk project: CDBG project to construct new sidewalk in targeted areas within the City.
- Tacoma Street/Atwood Avenue/Princess Lane Improvements and Right of Way: CDBG project initiated to convert private, dirt streets to City-owned and maintained streets, and construct curb, gutter, and sidewalk.
- New Traffic Signal construction at Indian Street and Iris Avenue: Federal-Aid project under the CMLG program.
- FY 2003/2004 Annual Resurfacing Program: City-funded overlay/inlay project on arterials in the City.
- SB821 Bicycle and Pedestrian Facility Program: State-funded sidewalk project at three locations in the City.
- New Traffic Signal at Perris Boulevard and Sunnymead Ranch Parkway: City-funded traffic signal, sidewalk and access-ramp construction.
- New Traffic Signal at Heacock Street and Parkland Avenue: City-funded traffic signal and access-ramp construction.
- New Traffic Signal at Alessandro Boulevard and Moreno Beach Drive: City-funded traffic signal, road widening, guardrail, drainage and access-ramp construction.
- New Traffic signal at Moreno Beach Drive and Cottonwood Avenue: City-funded traffic signal and access-ramp construction.
- Six Signals at Various Locations: Six signals to be constructed throughout the City, with a variety of funding sources including Federal funds, Developer Impact Funds (DIF), and City funds.

Senior Civil Engineer

CITY OF POWAY | POWAY, CA

Mr. Strapac managed the engineering division under the City of Poway's Development Department. His responsibilities included:

- All engineering reviews of all land development subject to discretionary permits
- Water system improvement reviews
- Water system analyses reviews
- Sewer system improvements reviews
- Floodplain Development permit issuance
- Easement reviews and preparation
- Boundary adjustment processing

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 11, 2021

SUBJECT: PROPOSED CHANGES TO PERSONNEL RULES AND REGULATIONS

REPORT IN BRIEF:

The City Council has established Personnel Rules and Regulations as set forth in Title II, Chapter 2.44 of the Stanton Municipal Code. From time to time the provisions of the Personnel Rules are changed based on changes in federal or state law or the needs of the organization have changed.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378 (b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy and procedure making; and
2. Approve Resolution No. 2021-14 amending the City of Stanton Personnel Rules and Regulations.

BACKGROUND:

The general purpose of the personnel rules is to establish a system of personnel administration that meets the social, economic and program needs of City staff. This system shall provide means to recruit, select, develop and maintain an effective and responsive work force, and shall include policies and procedures for employee hiring and advancement, training and career development, job classification, pay administration, fringe benefits, discipline, discharge and other related activities.

The Personnel Rules and Regulations were last amended in January 2019.

ANALYSIS/JUSTIFICATION:

In order to keep the Personnel Rules and Regulations up to date and to meet the changing needs of the organization, updates are required on a periodic basis. The objective is to revise policies and/or establish others to assure compliance with current Federal, State

and local laws and regulations; and revise policies to reflect the City's current practices where appropriate. The City proposes to amend the Personnel Rules and Regulations as set forth below. The reasons for these proposed changes are:

- To adopt a new policy for a Flexible Workplace Program as Article XLI of the Personnel Rules. Since March 2020, the City has taken steps to use telecommuting to maintain the safety of its workforce and the public they serve. The City desires to be proactive in establishing a Flexible Workplace Program Personnel policy that addresses future application of remote work approvals. The attached personnel policy is intended to provide the City Manager authority to create a telecommuting program and establish the necessary program guidelines and criteria in an Administrative Regulation. The Flexible Workplace Program is intended to:
 - Increase employee focus and energy during work hours by spending less time commuting
 - Support employee/work life balance
 - Reduce the workforce carbon footprint by allowing employees to reduce trips
 - Decrease traffic congestion by allowing employees to travel during non-peak hours
 - Increase employee job satisfaction
 - Attract and retain employees
 - Protect employee health and safety and reduce the risk of exposure to communicable disease and illness, when necessary
 - Allow for continuity of government services in the event of an emergency
 - Be approved on a case-by-case basis depending on organizational priorities
 - Not increase any already budgeted personnel costs to the City of Stanton

The Flexible Workplace program is intended to be cost neutral. The City is not required to provide participants with materials or supplies needed to establish an off-site work location and assumes no responsibility for set-up or operating costs at an off-site work location. In order to maintain the security of the IT network, all employees approved for remote work will receive a City issued laptop. It will be the responsibility of the employee to transport and set up their laptop at their remote work location.

- To revise Article XXV. Holidays, Section 1.A. Holidays Observed to remove the Day after Thanksgiving as an observed holiday and add Martin Luther King Jr. Day as an observed holiday to be consistent with the City's Salary and Benefits Resolution approved by City Council on June 9, 2020. The total number of observed holidays remains the same.

The proposed changes will ensure clarity and be distributed to all city employees and each employee will have the opportunity to discuss the changes and ask questions of the Personnel Officer.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

Not applicable.

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

Prepared by:

Approved by:

/s/ Cynthia Guzman

/s/ Jarad L. Hildenbrand

Cynthia Guzman
HR/Risk Management Analyst

Jarad L. Hildenbrand
City Manager

Attachments:

1. Resolution No. 2021-14
2. Exhibit A – Personnel Rules Amendments

RESOLUTION NO. 2021-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING AND ADOPTING PERSONNEL RULES FOR THE ADMINISTRATION OF THE CITY'S PERSONNEL SYSTEM AND REPEALING ALL OTHER RESOLUTIONS AND MOTIONS INCONSISTENT HEREWITH

WHEREAS, the City Council is authorized and directed under the provisions of Ordinance No. 523 to adopt rules and regulations of the personnel system created in said ordinance; and

WHEREAS, the current Personnel Rules were adopted by the City on October 14, 2003 by Resolution No. 2003-38 and last amended in January of 2019 by Resolution 2019-02; and

WHEREAS, changes in the needs of the City and in applicable laws have occurred which necessitate changes in certain of the existing Personnel Rules; and

WHEREAS, the City desires to make the changes to the Personnel Rules adopted herein.

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

1. The City Council finds that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchase for supplies, personnel-related actions, general policy and procedure making.
2. The Amended Personnel Rules and Regulations attached hereto as Exhibit A and incorporated herein by this reference are hereby adopted in accordance with the City's Ordinance No. 523.
3. The City Manager is directed to implement this policy.

ADOPTED, SIGNED AND APPROVED this 11th day of May, 2021.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-14 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 May 11, 2021, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

ARTICLE XLI. FLEXIBLE WORKPLACE PROGRAM

Section 1. Applicability. This policy applies to all active employees regardless of full-time equivalent (FTE) or hourly/temporary classification, as defined in Article III of the Personnel Rules.

Section 2. Purpose. The Flexible Workplace Program ("FWP") is intended to:

- A. Increase employee focus and energy during work hours by spending less time commuting
- B. Support employee work/life balance
- C. Reduce the workforce carbon footprint by allowing employees to reduce trips
- D. Decrease traffic congestion by allowing employees to travel during non-peak hours
- E. Increase employee job satisfaction
- F. Attract and retain employees
- G. Protect employee health and safety and reduce the risk of exposure to communicable disease and illness, when necessary
- H. Allow for continuity of government services in the event of an emergency
- I. Be approved on a case-by case basis depending on organizational priorities
- J. Not increase any already budgeted personnel costs to the City of Stanton

Section 3. General

- A. The FWP will allow employees to enter into an agreement to schedule portions of their work week away from their regular worksite. Participating employees will work a full workday, but the FWP will allow times and number of hours in the office to be scheduled differently between individual days of the week.
- B. The City Manager, or their designee, must approve all Flexible Workplace Applications.
- C. An ongoing Flexible Workplace schedule (affecting one or more days of the week) must be consistent, approved before it commences, and shall be combined with days and hours worked at the worksite. Under special circumstances or in the event of an emergency, employees who are able to work a majority or all of their scheduled hours remotely may be required to do so.
- D. The duties, obligations, responsibilities, and conditions of a Flexible Workplace participant's employment with the City remain unchanged. The participating employee's salary, retirement, benefits, and City-sponsored insurance coverage shall remain unchanged.
- E. Expenses incurred as a result of participating in the FWP will not be reimbursed by the City of Stanton unless they are normally reimbursable pursuant to City of Stanton policies. Such non-reimbursable expenses include, but are not limited to, utility costs, computer repair or replacement, purchase of office equipment or

furniture, home improvements, any construction, any alterations to real or personal property, and travel to and from the primary City of Stanton worksite if required to be onsite.

- F. Participants remain obligated to comply with all City, State, and Federal rules, policies, regulations, procedures, and practices.
- G. The FWP shall be entirely voluntary and may be suspended or canceled by the City at any time, or at the employee's reasonable request. Termination of participation in the FWP is administrative and the decision may not be appealed.
- H. The City Manager shall create administrative processes and eligibility criteria as deemed necessary to administer the FWP and establish Administrative Regulation II-2-8 Flexible Workplace Program detailing such information.
- I. The FWP shall be a cooperative effort between the employee and the department. It is a privilege and not a right or an entitlement.
- J. The City reserves the right to change, amend, or discontinue the FWP at any time for any reason.

ARTICLE XXV. HOLIDAYS

Section 1. Holidays Observed.

- A. The City shall observe the following holidays:

New Year's Day (January 1st)
Insert: Martin Luther King Jr. Day (3rd Monday in January)
Presidents' Day (3rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4th)
Labor Day (first Monday in September)
Veterans' Day (November 11th)
Thanksgiving Day (4th Thursday in November)
~~Day after Thanksgiving (4th Friday in November)~~
Christmas Eve Day (December 24th)
Christmas Day (December 25th)
New Year's Eve Day (December 31st)

- B. When a holiday occurs on a Sunday and it is the employee's regularly scheduled day off, the following Monday will be observed instead.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 11, 2021

SUBJECT: RESOLUTION ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2021-2022 TO BE FUNDED BY SB 1

REPORT IN BRIEF:

The proposed resolution approves a list of projects to be funded by SB 1, The Road Repair and Accountability Act of 2017, for Fiscal Year 2021-22.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopt Resolution No. 2021-12, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2021-22 TO BE FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017."

BACKGROUND:

On April 28, Governor Brown signed SB 1, the Road Repair and Accountability Act of 2017. SB 1 increases per gallon fuel and diesel fuel excise taxes, as well as vehicle registration fees, with revenues deposited into the State Transportation Fund's Road Maintenance and Rehabilitation Account (RMRA). SB 1 is expected to generate over \$5 billion annually for state and local transportation improvements. A percentage of this RMRA funding will be apportioned by formula to eligible cities and counties pursuant to the Streets and Highways Code (SHC) Section 2032(h).

Pursuant to SHC Section 2030(a), RMRA funds should be used to address basic road maintenance, rehabilitation, and critical safety needs for local street and road systems.

Eligible project categories include:

- Road maintenance and rehabilitation;
- Safety projects;
- Railroad grade separations;
- Traffic control devices; and
- Complete streets components, including active transportation projects, pedestrian and bicycle safety projects, and transit facilities, along with drainage and stormwater capture projects that are in conjunction with any allowable project.

ANALYSIS/JUSTIFICATION:

Pursuant to SHC Section 2034(a), agencies are required to submit, on an annual basis, a list of eligible, proposed projects to the California Transportation Commission (CTC) in order to be eligible for RMRA funding. The list of proposed projects must be adopted by the governing board at a regular public meeting. Each project listed must include a description and location of the project, a proposed schedule for the project's completion, and the estimated useful life of the improvements. For FY 2021-22, the list of projects is due to the CTC by July 1, 2021.

Staff has worked with pavement management consultant NCE to amend our Pavement Management Plan to include the additional funding. The result is that additional streets can be funded each year for rehabilitation. The streets are as follows and are included in the resolution:

Slurry Seal – 7 Year Life Span

Street	From	To
CERRITOS AVE	Magnolia Ave e/s	City Limit
CHAPMAN AVE	Beach Blvd w/s	City Limit
WESTERN AVE	City Limit	Cerritos Ave n/s
FLOWER ST	Main St n/s	Cerritos Ave s/s
KERMORE LN	Keenan Pl	Lowden St
AUTUMN LN	Briarwood St s/s	End

Mill and Overlay – 15 Year Life Span

Street	From	To
CHAPMAN AVE	Beach Blvd e/s	City Limit
DALE AVE	City Limit	Cerritos Ave
DALE AVE	S. City Limit	Katella Ave
GARDEN GROVE BLVD	Fern Ave	Beach Blvd.
KATELLA AVE EB	Magnolia Ave w/o	Magnolia Ave
LAMPSON AVE	Magnolia Ave	Magnolia CL w/o
MAGNOLIA AVE	City Limit s/o Syracuse	City Limit n/o Katella
COURTRIGHT RD	Cody Dr s/s	End

Reconstruction – 20 Year Life Span

Street	From	To
ORANGEWOOD AVE	Western Ave	E End

Upon City Council approval of the proposed Resolution, staff will upload the project list to the required site by July 1, 2021.

FISCAL IMPACT:

The RMRA funds will be provided to cities on a monthly basis, with distributions to the City estimated to total \$768,243 in FY 2021/22. The City has included the funding in the draft FY 2021-22 CIP Budget. Combining the City's distribution with the current unexpended funds and accumulated interest, the City's total RMRA fund balance is estimated at \$1,060,640. The City will expend the allocated funding on the specific streets as designated.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(5) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

LEGAL REVIEW:

The Resolution has been reviewed and approved by the City Attorney's Office.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

1. Provide a safe community.
3. Provide a quality infrastructure.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

Prepared by:

/s/ Guillermo Perez

Guillermo Perez
Associate Engineer

Concurred by:

/s/ Michelle Bannigan

Michelle Bannigan
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment:

A. Resolution No. 2021-12

Attachment: A

RESOLUTION NO. 2021-12

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Stanton must adopt by resolution a list of all projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Stanton, will receive an estimated \$768,243 in RMRA funding in Fiscal Year 2021-22 from SB 1; and

WHEREAS, this is the fifth year in which the City of Stanton is receiving SB 1 funding, and will enable the City of Stanton to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Stanton has undergone a robust public process to ensure public input into our community's transportation project list; and

WHEREAS, the City of Stanton used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Stanton maintain and rehabilitate nine major arterials and four local streets throughout the City of Stanton this year and many similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City of Stanton streets and roads are in good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive benefits for the City of Stanton.

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

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

SECTION 2. The City Council finds this Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15378(b)(4), which provides that the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment are not CEQA projects, and here the Resolution includes additional potential projects to be covered by SB 1 funding. Further, the City Council finds the Resolution would be exempt from CEQA pursuant to Section 15301, which consists of the maintenance or minor alteration of existing public structures involving negligible or no expansion of use, and Section 15302, which consists of the replacement or reconstruction of existing structures and facilities, and the City Council finds that no exceptions under State CEQA Guidelines section 15300.2 apply that might otherwise negate the application of this exemption. Finally, the City Council finds that State CEQA Guidelines Section 15061(b)(3) exempts those activities for which it can be seen with certainty that there is no potential to result in significant environmental effects. The Resolution has no potential to result in physical change to the environment, directly or indirectly.

SECTION 3. The following list of newly proposed project(s) will be funded in-part with fiscal year 2021-2022 Road Maintenance and Rehabilitation Account revenues.

Project Name: FY 21/22 Citywide Street Rehabilitation

Project Description: Street arterials and local residential streets will be slurry sealed and/or grinded and overlayed. These streets experience heavy commuter traffic daily.

Estimated Project Schedule: October 2021 -- April 2022

Locations And Project Useful Life : 7-15 years

Slurry Seal

Street	From	To
CERRITOS AVE	Magnolia Ave e/s	City Limit
CHAPMAN AVE	Beach Blvd w/s	City Limit
WESTERN AVE	City Limit	Cerritos Ave n/s
FLOWER ST	Main St n/s	Cerritos Ave s/s
KERMORE LN	Keenan Pl	Lowden St
AUTUMN LN	Briarwood St s/s	End

Mill & Overlay

Street	From	To
CHAPMAN AVE	Beach Blvd e/s	City Limit
DALE AVE	City Limit	Cerritos Ave
DALE AVE	S. City Limit	Katella Ave
GARDEN GROVE BLV	Fern Ave	Beach Blvd.
KATELLA AVE EB	Magnolia Ave w/o	Magnolia Ave
LAMPSON AVE	Magnolia Ave	Magnolia CL w/o
MAGNOLIA AVE	City Limit s/o Syracuse	City limit n/o Katella
COURTRIGHT RD	Cody Dr s/s	End

Reconstruction

Street	From	To
ORANGEWOOD	Western Ave	E End

SECTION 4. The City Manager, for the purpose of administrative necessity in implementing the budget, shall have the authority to transfer monies to the appropriate item, account, program, or fund to cover expenditures which have been approved by the City Council, except where such transfer is expressly prohibited in a resolution or ordinance approved by the City Council.

SECTION 5. This Resolution shall become effective upon the date of its adoption.

PASSED, APPROVED, AND ADOPTED this 11th day of May, 2021.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-12 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 May 11, 2021, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: May 11, 2021

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,
CALIFORNIA APPROVING SUBDIVISION TRACT MAP NO. 19062 AND
SUBDIVISION IMPROVEMENT AGREEMENT**

REPORT IN BRIEF:

The subdivision tract map for the development of forty (40) single-family detached condominium units for the property located at 10871 Western Avenue has been submitted for final certification and recordation. The Subdivision Improvement Agreement has been submitted for final approval.

RECOMMENDED ACTION:

1. City Council declares this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Adopt Resolution No. 2021-11 (Attachment A) approving final Tract Map No. 19062; and
3. Find that the recordation of Tract Map No. 19062 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. Direct the City Clerk to endorse on the face of the map of Tract Map No. 19062, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.
6. Authorizes the Mayor to execute the attached Subdivision Improvement Agreement for Tract No. 19062.

BACKGROUND:

On March 4, 2020 the Planning Commission of the City of Stanton adopted Precise Plan of Development (PPD-803), for development of 40 detached condominium, units, a private common drive aisle, and common and private open space located at 10871 Western Avenue.

ANALYSIS AND JUSTIFICATION:

Recording of final tract map and Subdivision Improvement Agreement is required per Section 66426 of the Subdivision Map Act. The City Engineer has reviewed the subdivision Tract Map No. 19062 and all associated documentation, and is satisfied that the final tract map and agreement substantially complies with the Precise Plan of Development (PPD-803).

Orange County Public Facilities and Resources Department (PF&RD), has also reviewed and approved the said subdivision Tract Map No. 19062, and has certified to the technical correctness 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 ADDRESSED:

5 - Provide a high quality of life.

Prepared by:

/s/ Guillermo Perez

Guillermo Perez
Associate Engineer

Approved by:

/s/ Jarad L. Hildenbrand

Jarad Hildenbrand
City Manager

Attachments:

- A. Resolution No. 2021-11
- B. Final Tract Map No. 19062
- C. Subdivision Agreement

Attachment: A

RESOLUTION NO. 2021-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SUBDIVISION TRACT MAP NO. 19062 FOR THE PROPERTY LOCATED AT 10871 WESTERN AVENUE.

WHEREAS, on March 04, 2020, Resolution No. 2521 of the Planning Commission of the City of Stanton was adopted which approved Precise Plan of Development (PPD-803) for the development of 40 condominium units located at 10871 Western Avenue; 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 Precise Plan of Development (PPD-803); 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 Tract Map No. 19062 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 Tract Map No. 19062.

ADOPTED, SIGNED AND APPROVED this 11th day of May 2021.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-11 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 May 11, 2021, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

City of Stanton
7800 Katella Ave.
Stanton, CA 90680
Attn: City Engineer

(Exempt from Filing Fees – Government Code § 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS
TRACT MAP NO. 19062**

between

THE CITY OF STANTON
a California municipal corporation

and

KB HOME COASTAL, INC.
a California corporation

**SUBDIVISION IMPROVEMENT AGREEMENT
FOR COMPLETION OF PUBLIC IMPROVEMENTS**

TRACT MAP NO. 19062

I. PARTIES AND DATE

This Subdivision Improvement Agreement for the Completion of Public Improvements ("Agreement") is entered into as of this ____ day of _____, 2021, by and between the City of Stanton, a California municipal corporation ("City") and KB Home Coastal, Inc., a California corporation, with its principal office located at 9915 Mira Mesa Boulevard, Suite 100, San Diego, California 92131 ("Developer"). City and Developer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

II. RECITALS

A. Developer's tentative parcel map for real property located within City, a legal description of which is attached hereto as Exhibit "A" ("Property"), was conditionally approved by the Stanton CITY COUNCIL on April 28, 2020. The tentative tract map is identified in City records as Tract Map No. 19-04 ("Map").

B. Developer is the owner of Property, and Developer proposes to do and perform certain work of improvement thereon as set forth in this Agreement.

C. Developer has submitted and requests approval of Final Map No. 19062, which relates, in whole or in part, to the subdivision proposed by Developer's Map for the Property.

D. Developer has not completed all of the work or made all of the public improvements required by the City's Municipal Code, the Subdivision Map Act (California Government Code section 66410, *et seq.*) ("Map Act"), the conditions of approval for the Map, or other ordinances, resolutions, or policies of City requiring construction of improvements in conjunction with the subdivision of land.

E. Pursuant to the City's 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 the Map.

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 the Property.

III. TERMS

1.0 Effectiveness. This Agreement shall not be effective unless and until all four of the following conditions are 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 the Property; and (d) Developer records the final map for the Property in the Recorder's Office of the County of Orange. If any of the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the final map for the Property.

1.1 Definitions. For purposes of enforcing this Agreement, the term "City" shall include, but shall not be limited to, City Council, Public Works Director, City Engineer, Community Development Director, Building Official, or any of their authorized representatives. City shall have the sole and absolute discretion to determine which public body, public official, or public employee may act on behalf of City for any particular purpose.

2.0 Public Improvements. Developer shall construct or have constructed at its own cost, expense, and liability all improvements required by City as part of the approval of the Map, 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 which have been prepared by or on behalf of Developer for the Map ("Public Improvements"). The Public Improvements are more specifically described in Exhibit "B," which is attached hereto and incorporated herein by this reference. Construction of the Public Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety. Developer shall be responsible for the replacement, relocation, or removal of any component of any utility system or public improvement in conflict with the construction or installation of the Public Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utility system or public improvement. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Public Improvements.

2.1 Prior Partial Construction of Public Improvements. Where construction of any Public Improvements has been partially completed prior to the execution of this Agreement, Developer agrees to complete such Public Improvements or assure their completion in accordance with this Agreement.

2.2 Permits; Notices; Utility Statements. Prior to commencing any work, Developer shall, 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 shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Clerk and the City Engineer, signed by Developer and each utility that will provide utility service to the Property, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the Property.

2.3 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, or his/her

authorized designee. Approval by the City Engineer shall not relieve Developer from ensuring that all Public Improvements conform with all other requirements and standards set forth in this Agreement.

2.4 Quality of Work; Compliance With Laws and Codes. The construction plans and specifications for the Public Improvements shall be prepared in accordance with all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements. The Public Improvements shall be completed in accordance with all approved maps, conditions, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

2.5 Standard of Performance. Developer and its contractors, if any, shall 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 maintains that it or its contractors shall be skilled in the professional calling necessary to perform the work. Developer warrants that all of its employees and contractors shall have sufficient skill and experience to perform the work assigned to them, and that they shall 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 shall be maintained throughout the term of this Agreement.

2.6 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 shall 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 shall 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.

2.7 Superintendence by Developer. Developer shall 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 shall submit in writing the name of the proposed foreperson, who shall be subject to the review and approval of City. Following approval by City, each foreperson shall 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. The Developer shall employ a competent construction manager that is responsible for the entire work. Each contractor or subcontractor shall contractually report to the construction manager, either directly or through a subcontract. The construction manager shall be immediately available by phone during hours when construction is in progress and shall be available in person within two hours when requested by the City. The construction manager shall coordinate the work such that construction and the associated inspection happen in an efficient manner. Should a contractor or subcontractor desire to change its foreperson, it shall provide the

information specified above and obtain City's prior written approval. City, in its sole and absolute discretion, may require any contractor or subcontractor to replace its foreperson provided that City gives the contractor or subcontractor at least forty-eight hours written notice.

Developer shall, at all times, enforce strict discipline and good order among its employees and those of its subcontractors and shall not employ any unfit person or anyone not skilled in the assigned task. If any person employed by, the Developer, a contractor or subcontractor fails or refuses to carry out the directions of the City or appears to the City, in its sole and absolute discretion, to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the project immediately upon request by the City, and such person shall not again be employed on the work. Such removal shall not be the basis for any claim of compensation or damages against the City.

In addition, Developer shall 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 shall be available to be on the job within three (3) hours of being called at such office by the 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 shall also provide City with a telephone number, at which Developer, or its representative, shall be available twenty-four (24) hours a day in the event of an emergency.

3.0 Maintenance of Public Improvements and Landscaping. City shall not be responsible or liable for the maintenance or care of the Public Improvements until City approves and accepts them. City shall exercise no control over the Public Improvements until accepted. Any use by any person of the Public Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Public Improvements. Developer shall maintain all the Public Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released.

Maintenance shall include, but shall not be limited to: repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. Developer shall cause the sweeping of streets to occur weekly at a minimum. Developer shall perform additional street sweeping work as necessary depending on construction activities or as required by, and at the direction of, the City Engineer. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be 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.

4.0 Construction Schedule. Unless extended pursuant to Section 4.1 of this Agreement, Developer shall fully and adequately complete or have completed the Public Improvements within twelve (12) months following approval of the final Map. At least fifteen (15) days prior to the

commencement of such work, Developer shall notify the City Engineer in writing of the date fixed by Developer for commencement of the work.

4.1 Extensions. Time is of the essence with regard to this Agreement. The City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Public Improvements. Requests for extension of time shall be in writing and shall be delivered to City in the manner hereinafter specified for service of notices. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on City. It is understood that by providing the security required by this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer and waive any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses 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. 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 approved 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.

4.2 Accrual of Limitations Period. Any limitations period provided by law related to breach of this Agreement or the terms thereof shall 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.

5.0 Grading. Developer agrees that any and all grading done or to be done in conjunction with construction of the Public Improvements or development of the Property shall 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. In order to prevent damage to the Public Improvements by improper drainage or other hazards, the grading shall 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 this Agreement. Developer further agrees that the indemnification as set forth in this Agreement shall extend to and include any and all grading contemplated by this Agreement, including but not limited to, any partial or rough grading work.

6.0 Utilities. Developer shall assume all costs for and shall provide utility services, including water, power, gas, and telephone service to serve each parcel, lot, or unit of land within the Property 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 shall 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 shall be installed underground, unless otherwise approved by the City Council or the Planning Commission of the City, or by any other state or federal laws or regulations.

7.0 Fees and Charges. Developer shall, 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 fees for the checking, filing, and processing of improvement plans and specifications and for inspecting the construction of the Public Improvements. These fees must be paid in full prior to approval of the final map and improvement plans. The fees referred to above are not necessarily the only City fees, charges, or other costs that have been or will be imposed on the subdivision and its development, and this Agreement shall in no way exonerate or relieve Developer from paying such other applicable fees, charges, and/or costs.

8.0 City Inspection of Public Improvements. Developer shall, 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.

9.0 Default; Notice; Remedies.

9.1 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 upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within ten (10) 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 shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Public Improvements and all other administrative costs and expenses.

9.2 Failure to Remedy; City Action. 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, and/or conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation. All such work or remedial activity shall be 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. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none, of the required or agreed upon Public Improvements at the time of City's demand for performance. In the event 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. Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City

may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9.3 Other Remedies. No action by City pursuant to this Section of this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available 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. City may institute an action for damages, injunctive relief, or specific performance.

9.4 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 shall be 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.

10.0 Acceptance of Improvements; As-Built or Record Drawings. 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 shall be authorized to accept the Public Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Public Improvements prior to such time as all of the Public Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Public Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Public Improvements by City, the City Clerk shall file with the Recorder's Office of the County of Orange, a notice of completion for the accepted Public Improvements in accordance with California Civil Code Section 9204, at which time the accepted Public Improvements shall become the sole and exclusive property of City without payment therefor.

Title to and ownership of the Public Improvements constructed under this Agreement shall vest absolutely in City upon completion and acceptance in writing of such Public Improvements by City.

Issuance by City of occupancy permits for any buildings or structures located on the Property shall not be construed in any manner to constitute City's acceptance or approval of any Public Improvements. Notwithstanding the foregoing, City may not accept any Public Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such Public Improvements. The drawings shall be certified and shall reflect the condition of the Public Improvements as constructed, with all changes incorporated therein.

11.0 Warranty and Guarantee. Developer hereby warrants and guarantees 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 landscaping within the Property in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City ("Warranty"). During the Warranty, Developer shall 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 shall be at the sole cost, expense, and liability of Developer and its surety. As to any Public Improvements which have been repaired, replaced, or reconstructed during the Warranty, Developer and its surety hereby agree to extend the Warranty for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Public Improvements. Nothing herein shall relieve Developer from any other liability it may 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 shall survive the expiration or termination of this Agreement.

12.0 Security.

12.1 Prior to execution of this Agreement, Developer shall provide City with sufficient security in the amounts and under the terms set forth below ("Security"). Nothing in this Section is intended to prevent City, in its sole discretion, from requiring Developer to submit, or prevent Developer from submitting, security in a form other than bonds that may be allowed under California Government Code Section 66499, *et seq.* and the City's Municipal Code, and acceptable to City. The amount of the Security shall be based on the City Engineer's approximation of the actual cost to construct the Public Improvements, including the replacement cost for all public landscaping ("Estimated Costs"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this Section shall in no way limit or modify Developer's indemnification obligation under this Agreement. Security shall be on forms approved by the City for the purposes and amounts as follows:

12.1.1 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 this Agreement, 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 shall provide City security in the amount of **Thirty-Nine Thousand, Two Hundred Fifteen Dollars (\$39,215)**, which sum shall be not less than one hundred percent (100%) of the Estimated Costs. The City may, in its sole and absolute discretion, partially release a portion or portions of the security provided under this section as the Public Improvements are accepted by City, as provided herein, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Costs. All security provided under this section shall be released at the end of the Warranty period (as defined above), or any extension thereof as provided in this Agreement, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Map.

12.1.2 To secure payment to the contractor and subcontractors, laborers, material men and other persons furnishing labor, materials, or equipment for performance of the Public Improvements and this Agreement, Developer shall provide City security in the amount of **Thirty-Nine Thousand, Two Hundred Fifteen Dollars (\$39,215)**, which sum shall not be less than one hundred percent (100%) of the Estimated Costs. The security provided under this

subsection may be released by written authorization of the City Engineer after one (1) year or within the time limits established in California Government Code section 66499.7 from the date City accepts the final Public Improvements at the discretion of City. The amount of such security shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

12.1.3 To provide in the amount of twenty percent (20%) of the Estimated Costs of the Work to guarantee 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(d). Any unused portion of the guarantee and warranty security shall be released one year after acceptance of the required improvements by the City Council.

12.1.4 To guarantee payment to the engineer or surveyor for the setting of all subdivision boundaries, lot corners, and street centerline monuments for the Map in compliance with the applicable provisions of City's Municipal and/or Development Code ("Subdivision Monuments"), Developer shall furnish to City security in the amount of **Five Thousand Dollars (\$5,000)**, which sum shall not be less than one hundred percent (100%) of the costs of setting the Subdivision Monuments as determined by the City Engineer. Said security may be released by written authorization of the City Engineer after all required Subdivision Monuments are accepted by the City Engineer, City has received written acknowledgment of payment in full from the engineer or surveyor who set the Subdivision Monuments, and provided Developer is not in default of any provision of this Agreement or condition of approval for the Map.

12.1.5 To guarantee the landscape maintenance of all landscape improvements for a period of one year (1) year following acceptance of thereof by the City.

12.2 Bond/Surety Requirements. The surety for any surety bonds provided as Security shall have a current A.M. Best rating of no less than A:VIII, shall be authorized to do business in the State of California, and shall 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 shall secure the costs and reasonable expenses and fees, including reasonable attorneys' fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and its surety 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 shall in any way affect its obligation on the Security.

12.3 Evidence and Incorporation of Security. Evidence of the Security shall 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 shall be attached hereto as Exhibit "C" and incorporated herein by this reference.

12.4 Alternative Security. Developer may, at its election, substitute alternative Security, substantially in the form attached hereto as Exhibit "D" ("Alternative Security"), to secure the performance of the Developer's obligations to satisfactorily complete all of the Public

Improvements. If the security is a lien on the Property, the lien shall be recorded against the Property in a first priority (senior) position, subordinate only to liens for the payment of property taxes and/or assessments. Developer acknowledges that upon recordation of any mortgage or deed of trust against the Property, such mortgage or deed of trust must be subordinated to the security lien unless Developer elects to replace the Security Lien with another form of Security as provided in this Agreement. If the Alternative Security is a letter of credit, said letter of credit shall not be terminated by the issuing bank unless said bank provides no less than sixty (60) days prior written notice to City. In the event the issuing bank terminates, or proposes to terminate, the letter of credit, Developer shall provide a substitute letter of credit of equal amount, or a surety bond issued by an admitted surety of equal amount. City shall not be required to release or reduce any surety bond for any of the Public Improvements unless and until Developer has provided fully executed, and as applicable recordable, forms of Alternative Security, in a form and substance required hereby, and then only to secure the performance of the obligations set forth herein. The amount of any Alternative Security shall be based on the Estimated Costs. If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Alternative Security in the amount requested by City. Developer's compliance with this provision shall in no way limit or modify Developer's indemnification obligation provided in this Agreement.

13.0 Lien. To secure the timely performance of Developer's obligations under this Agreement, including those obligations for which security has been provided pursuant to this Agreement, Developer hereby creates in favor of City a lien against all portions of the Property not dedicated to City or some other governmental agency for a public purpose. As to Developer's default on those obligations for which security has been provided pursuant to this Agreement, City shall first attempt to collect against such security prior to exercising its rights as a contract lienholder under this Section.

14.0 Indemnification. Developer shall defend (with counsel reasonably satisfactory to the City Attorney), 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. 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/or 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, which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Agency, its elected officials, officers, employees, agents, or volunteers.

15.0 Insurance.

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

15.1.1 Commercial General Liability. Developer, its contractors and subcontractors shall 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 One Million Dollars (\$1,000,000.00) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) 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).

15.1.2 Automobile Liability. Developer and its contractors and subcontractors shall procure and maintain automobile liability insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) and minimum limits of One Million Dollars (\$1,000,000.000) each accident. Such insurance shall include coverage for the 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.

15.1.3 Workers' Compensation. Developer, its contractors and subcontractors shall 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 One Million Dollars (\$1,000,000.00) per accident for bodily injury and disease.

15.1.4 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 One Million Dollars (\$1,000,000.00) per occurrence, shall be procured and maintained for a period of three (3) years following completion of the Public Improvements and shall specifically include all work to be performed under the Agreement. If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement, and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination of this Agreement.

15.1.5 Contractors Pollution Liability. If applicable to this Agreement and required by City, 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 shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

For projects involving transportation of hazardous waste/materials, include coverage for loading/unloading from the project site to final disposal locations, and all disposal locations shall be scheduled as non-owned disposal sites.

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

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

15.3 Certificates; Verification. Developer and its contractors and subcontractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall 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 pursuant to this Agreement can begin. City reserves the right to require complete, certified copies of all required insurance policies at any time.

15.4 Insurer Rating. Unless approved in writing by City, the insurers for all Required Insurance shall have a current A.M. Best rating of at least A:VIII, shall be authorized to do business in the State of California, and shall be satisfactory to City.

15.5 Endorsements.

15.5.1 The Commercial General Liability, Automobile Liability, and Contractors Pollution Liability policies, if the latter is required by City, shall be endorsed as follows:

Additional Insured: The indemnified parties shall 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" shall be on a form similar to Insurance Services Office's Endorsement form CG 2010 and contain no other modifications to the policy.

Primary Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance.

Severability: In the event one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

Duties: Any failure by the named insured to comply with report provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the indemnified parties.

Applicability: That the coverage provided therein shall 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.

15.5.2 The Workers' Compensation policy or policies required by this Agreement shall be endorsed as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

15.5.3 The Professional Liability policy or policies required by this Agreement, if required by City, shall be endorsed as follows:

Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced, or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City, except ten (10) days prior written notice shall be allowed for non-payment of premium.

16.0 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 shall be at the expense of Developer. Developer shall indemnify and hold City free and harmless from any claim or demand arising out of or incident to signs, advertising structures, or their removal.

17.0 Relationship Between the Parties. The Parties hereby mutually agree that neither this Agreement, any map related to the Property, nor any other related entitlement, permit, or approval issued by City for the Property shall operate 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 shall be deemed to make Developer, its contractors, or its subcontractors an agent, contractor or subcontractor of City.

18.0 General Provisions.

18.1 Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

18.3 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. All references to Developer include all personnel, employees, agents, and contractors 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.

18.4 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:
City of Stanton
7800 Katella Ave.
Stanton, CA 90680
Attn: City Engineer

DEVELOPER:
KB Home Coastal, Inc.
9915 Mira Mesa Boulevard, Suite 100
San Diego, CA 92131
Attn: Jesse Kleist

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of seventy-two (72) hours after deposit in the U.S. Mail.

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

18.6 Waiver. City's failure to insist upon 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, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be 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.

18.7 Assignment or Transfer of Agreement. Developer shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without prior written consent of City. Any attempt to do so shall be null and void, and any assignee, hypothecatee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer. Unless specifically stated to the contrary in City's written consent, any assignment, hypothecation, or transfer shall not release or discharge Developer from any duty or responsibility under this Agreement. In the event that City consents in writing to such an assignment, any assignee, hypothecatee, or transferee shall expressly assume Developer's obligations hereunder by a written agreement in a form, and containing such security, as is reasonably acceptable to City.

The agreement, hypothecation, or transfer shall be to the satisfaction of the City Attorney and shall include provisions requiring the assignee to post bonds or submit another form of financial security, satisfactory to City and approved by the City Attorney, to guarantee construction of the Public Improvements. The agreement shall survive the recordation of the Final Map and shall 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, hypothecation, or transfer of the Public Improvements as set forth in this Section, City shall release Developer from its obligations so assigned and shall release to Developer any bonds or other security posted to secure the Public Improvements so assigned; provided, however, that City shall not release any security or undertakings given to secure the performance of any of the Public Improvements not assigned, hypothecated, or transferred.

18.8 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This Section shall not be construed as an authorization for any Party to assign any right or obligation.

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

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

18.11 Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Orange, California. 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.

18.12 Attorneys' Fees and Costs. 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, shall be entitled to and recover from the other party all costs and expenses incurred by the prevailing party, including actual attorneys' fees ("Costs"). Any judgment, order, or award entered in such legal action or proceeding shall contain a specific provision providing for the recovery of Costs. This Section shall survive the termination or expiration of this Agreement.

18.13 Acquisition and Dedication of Easements or Rights-of-Way. If any of the Public Improvements required by this Agreement are to be constructed on land not within the subdivision or an already-existing public right-of-way, no construction or installation shall be commenced before:

18.13.1 The irrevocable offer of dedication or conveyance to City of appropriate rights-of-way, easements, or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Public Improvements or work; or

18.13.2 The issuance of an order of possession by a court of competent jurisdiction pursuant to California's Eminent Domain Law. Developer shall comply in all respects with any such order of possession.

Nothing in this paragraph shall be construed as authorizing or granting an extension of time to Developer for completion of the Public Improvements.

18.14 Prevailing Wages. Developer has been alerted to the requirements of California Labor Code section 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements if it is determined that this Agreement constitutes a public works contract. It shall be the sole responsibility of Developer to determine whether to pay

prevailing wages for any or all work required by this Agreement. As a material part of this Agreement, Developer agrees to assume all risk of liability arising from any decision not to pay prevailing wages for work required by this Agreement.

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

[SIGNATURE PAGE FOLLOWS]

CITY OF STANTON

KB HOME COASTAL, INC.

By: _____
Jarad Hildenbrand, City Manager

By: _____
Signature

Jesse Kleist
Print Name

VP, Forward Planning
Title

(Seal)

ATTEST:

By: _____
Patricia A. Vazquez, City Clerk

By: _____
Signature

Print Name

Title

APPROVED AS TO FORM:

By: _____
HongDao Nguyen, City Attorney

NOTE: DEVELOPER'S AND SURETY'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

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

STATE OF CALIFORNIA)
COUNTY OF San Diego)

On April 30, 2021 before me, Katherine M. Katcher, Notary Public, personally appeared Jesse Kleist, 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: Katherine M. Katcher (seal)



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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature: _____ (seal)

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY
TRACT NO. 19062

ATTACH BEHIND THIS PAGE

LEGAL DESCRIPTION

Real property in the City of Stanton, County of Orange, State of California, described as follows:

THAT PORTION OF THE NORTH 5 ACRES OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, LYING EASTERLY OF THE NORTHERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND DESCRIBED IN DEED TO JOSEPH SHUMWAY AND WIFE, RECORDED APRIL 6, 1953, IN BOOK 2482, PAGE 99, OFFICIAL RECORDS.

EXCEPT THE SOUTH 145.00 FEET THEREOF.

APN: 079-371-17

EXHIBIT "B"

LIST OF PUBLIC IMPROVEMENTS

TRACT NO. 19062

Developer shall perform all work and furnish all materials necessary, in the opinion of the City Engineer and on his/her 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/her opinion, are necessary or required to complete this work.

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

Removal and replacement of multiple driveways, new sewer connection, paving, new water service installation and new sidewalk replacement.

Please see Improvement Plans attached.

EXHIBIT "C"

SURETY BONDS AND OTHER SECURITY

TRACT NO. 19062

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:

FAITHFUL PERFORMANCE BOND:

\$

Surety: _____

Attorney-in-fact: _____

Address: _____

PAYMENT BOND:

\$

Surety: _____

Attorney-in-fact: _____

Address: _____

GUARANTEE AND WARRANTY SECURITY BOND:

\$

Surety: _____

Attorney-in-fact: _____

Address: _____

CITY OF STANTON

**FAITHFUL PERFORMANCE BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT**

PROJECT: TRACT MAP NO. 19062

WHEREAS, the conditions placed on the tentative map for Tract No. 19-04 require that the City of Stanton, a municipal corporation of the State of California ("CITY"), by its City Council, and _____ ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, the PRINCIPAL is required under the terms of the Agreement to furnish a bond, in a form and from a surety acceptable to the CITY, for the faithful performance of the Agreement.

NOW, THEREFORE, PRINCIPAL and _____ ("SURETY"), a corporation organized and existing under the laws of the State of _____, 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 **Thirty-Nine Thousand, Two Hundred Fifteen Dollars (\$39,215)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if 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 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 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 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 the CITY's Municipal Code as security for performance of the Agreement and security for the one-year guarantee and warranty of the Public Improvements.

SURETY, by executing this bond, warrants and alleges that it has read the Agreement, or by signing this bond shall be deemed to have read the Agreement, and knows the contents and all provisions contained therein, and shall be bound by each and every term, condition, and provision contained therein.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 2021.

Name of Surety

Principal

By: _____

Title: _____

and

Mailing Address of Surety

By: _____

Title: _____

Telephone No. of Surety

By: _____

Attorney in Fact

Approved as to form:

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Contra Costa County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Contra Costa County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

STATE OF CALIFORNIA
COUNTY OF _____

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

Signature: _____ (seal)

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature: _____ (seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached 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 upon behalf of said Corporation by authority of its governing Board.

Dated: _____

Signature

Print Name

CITY OF STANTON
LABOR & MATERIAL BOND FOR
SUBDIVISION IMPROVEMENT AGREEMENT

PROJECT: TRACT MAP NO. 19062

WHEREAS, the conditions placed on the tentative map for Track No. 19-04 require that the City of Stanton, a municipal corporation of the State of California ("CITY"), by its City Council, and _____ ("PRINCIPAL") enter into an agreement ("Agreement") whereby the PRINCIPAL agrees to install and complete certain designated public improvements ("Public Improvements"); and

WHEREAS, under the terms of the Agreement, PRINCIPAL is required before entering upon the performance of the work, to file a good and sufficient payment bond with the CITY to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, PRINCIPAL and _____ ("SURETY"), a corporation organized and existing under the laws of the State of _____, 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 **Thirty-Nine Thousand, Two Hundred Fifteen Dollars (\$39,215)**, said sum being not less than one hundred percent 50(100%) 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.

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 the City's 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 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 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.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 2021.

Name of Surety

Principal

By: _____

Title: _____

and

Mailing Address of Surety

By: _____

Telephone No. of Surety

Title: _____

By: _____

Attorney in Fact

Approved as to form:

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Contra Costa County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Contra Costa County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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

State of California

County of _____

On _____, 2021, before me, _____,
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[SEAL]

Signature _____

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

STATE OF CALIFORNIA)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature: _____ (seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached 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 upon behalf of said Corporation by authority of its governing Board.

Dated: _____

Signature

Print Name

CITY OF STANTON
SUBDIVISION MAINTENANCE BOND
GUARANTEE AND WARRANTY SECURITY

PROJECT: TRACT MAP NO. 19062

WHEREAS, the conditions placed on the tentative map for Tract No. 19-04 require that the City Council of the City of Stanton, State of California, and _____ ("PRINCIPAL") enter into an agreement by which PRINCIPAL agrees to install and complete certain designated public improvements and to guarantee and warrant the work for a period of one year following its completion and acceptance ("Agreement"); and

WHEREAS, PRINCIPAL is required under the terms of the Agreement to furnish a bond to guarantee 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, to comply with the terms of the Agreement.

NOW, THEREFORE, we, PRINCIPAL and _____ a _____, admitted and duly authorized to transact business under the laws of the State of California as surety ("SURETY"), are held and firmly bound unto the City of Stanton as obligee ("CITY"), in the penal sum of **Thirty-Nine Thousand, Two Hundred Fifteen Dollars (\$39,215)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

As a 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 attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against CITY or any person employed by CITY.

IN WITNESS WHEREOF, this instrument has been duly executed by PRINCIPAL and SURETY above named, on _____, 2021.

Name of Surety

Principal

By: _____

Title: _____

and

Mailing Address of Surety

By: _____

Telephone No. of Surety

Title: _____

By: _____

Attorney in Fact

Approved as to form:

City Attorney

NOTE: If principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Contra Costa County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an "admitted surety insurer."

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with an original of a certificate from the clerk of Contra Costa County that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, _____, 2021 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached 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 upon behalf of said Corporation by authority of its governing Board.

Dated: _____

Signature

Print Name

EXHIBIT "D"

ALTERNATIVE SECURITY

TRACT NO. 19062

IF ALTERNATIVE SECURITY IS PROVIDED, IN LIEU OF SURETY BONDS, CITY
MANAGER AND CITY ATTORNEY MUST APPROVE THE FORM AND CONTENT OF
SUCH ALTERNATIVE SECURITY INSTRUMENT, PRIOR TO CITY COUNCIL
CONSIDERATION

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 11, 2021

SUBJECT: EMERGENCY MANAGEMENT PERFORMANCE GRANT

REPORT IN BRIEF:

The Orange County Sheriff's Department was awarded the Emergency Management Performance Grant (EMPG) FY20, from the California Governor's Office of Emergency Services (CalOES). Included in this grant is a sub award for the City in the amount of \$5,333.00. The EMPG grant is intended to assist local agencies in executing the Orange County Operational Area's Emergency Operations Plan (EOP). The grant performance period is July 1, 2020 through June 30, 2022.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA, and
2. Approve the attached County of Orange Governing Body Resolution Form and Addendum authorizing the City Manager to execute the agreement and other documents required by the County of Orange for participation in the EMPG program on behalf of the City Council.

BACKGROUND:

The funds for the EMPG grant originate from CalOES and are intended to sustain and enhance all-hazards emergency management capabilities among State and Local jurisdictions.

ANALYSIS/JUSTIFICATION:

In support of emergency management operations, the funds received from this grant will be used to purchase a device to support cellular communications during an emergency in the event of a system failure. This cellular communications back-up system will provide a critical communication tool for emergency management staff. Part of the cellular connectivity provided by the system includes laptops that will be purchased and remain operable during an emergency event. This differs from standard radio connectivity because it will allow laptops to operate in a cellular environment and maintain connectivity with critical resources. Additionally, it will facilitate the staff's ability to monitor media reports of each incident.

FISCAL IMPACT:

The grant will provide \$5,333.00 in funding for emergency management, a 50% match is required and will utilize funds previously budgeted within the General Fund. The total cost of the project is approximately \$10,200.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3).

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSES:

1 - Provide a Safe Community.

Prepared by:

/s/ James J. Wren

James J. Wren
Public Safety Services Director

Concurred by:

/s/ Michelle Bannigan

Michelle Bannigan
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

ATTACHMENTS:

A. Agreement to Transfer Funds for the 2020 EMPG Program

**AGREEMENT TO TRANSFER FUNDS
FOR 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM**

THIS AGREEMENT is entered into this _____ day of _____ 20____, which date is enumerated for purposes of reference only, by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and _____, a municipal corporation, hereinafter referred to as “SUBRECIPIENT.”

WHEREAS, COUNTY, acting through its Sheriff-Coroner Department, hereinafter referred to as SHERIFF, in its capacity as the lead agency for the Operational Area, has applied for, received and accepted the Emergency Management Performance Grant (hereinafter referred to as “the grant”) from the California Office of Emergency Services (“CalOES”).

WHEREAS, the purpose of the grant is to support comprehensive emergency management at the state, tribal and local levels and to encourage the improvement of prevention, protection, mitigation, response and recovery capabilities for all hazards, as set forth in Attachment A hereto (FEMA Preparedness Grants Manual), which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY shall transfer to SUBRECIPIENT grant funds, in arrears, as necessary to reimburse SUBRECIPIENT for reasonable and permissible expenditures for the grant purposes. In order to obtain grant funds, SUBRECIPIENT shall comply with the instructions and submit to SHERIFF all required information and documentation, as set forth in Attachment B (FY2020 EMPG Financial Management Forms Workbook), which is attached hereto and incorporated herein by reference.

2. Throughout their useful life, grant property and equipment shall be used by SUBRECIPIENT only for grant purposes in accordance with Attachment A hereto.

3. SUBRECIPIENT shall exercise due care to preserve and safeguard grant property and equipment from damage or destruction and shall provide regular maintenance and such repairs for grant property and equipment as are necessary, in order to keep said grant property and equipment continually in good working order.

1 4. If grant property or equipment becomes obsolete, SUBRECIPIENT shall dispose of it
2 only in accordance with the instructions of COUNTY or the agency from which COUNTY received the
3 grant funds.

4 5. SUBRECIPIENT shall submit to the COUNTY grant program reporting documents and
5 information in accordance with requirements set out in the Attachment C (FY2020 Emergency
6 Management Performance Grant Program: California Supplement to the FEMA Preparedness Grants
7 Manual; or, The State Guidance), which is attached hereto and incorporated herein by reference.

8 6. By executing this Agreement, SUBRECIPIENT agrees to comply with and be fully
9 bound by this Agreement and all applicable provisions of Attachments A, B, C, and D (Standard
10 Assurances for all CalOES Federal Grant Programs) hereto. SUBRECIPIENT shall notify COUNTY
11 immediately upon discovery that it has not abided or no longer will abide by any applicable provision of
12 this Agreement or Attachments A, B, C, or D hereto.

13 7. SUBRECIPIENT agrees to indemnify, defend and save harmless COUNTY and the
14 agency from which COUNTY received grant funds, and their elected and appointed officials, officers,
15 agents and employees from any and all claims and losses accruing or resulting to any and all contractors,
16 subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work,
17 services, materials or supplies in connection with SUBRECIPIENT's performance of this Agreement,
18 including Attachments A, B, C, and D hereto, and from any and all claims and losses accruing or
19 resulting to any person, firm, or corporation who may be injured or damaged by SUBRECIPIENT in the
20 performance of this Agreement, including Attachments A, B, C, and D hereto.

21 8. No alteration or variation of the terms of this Agreement shall be valid unless made in
22 writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or
23 agreement not incorporated herein shall be binding on any of the parties hereto.

24 9. SUBRECIPIENT may not assign this Agreement in whole or in part without the express
25 written consent of COUNTY.

26 10. SUBRECIPIENT shall provide to COUNTY all records and information requested by
27 COUNTY for inclusion in quarterly reports and such other reports or records as COUNTY may be
28

1 required to provide to the agency from which COUNTY received grant funds or other persons or
2 agencies.

3 11. For a period of three years after the final Federal Financial Report hereunder or until all
4 claims related to this Agreement are finally settled, whichever is later, SUBRECIPIENT shall preserve
5 and maintain all documents, papers and records relevant to the work performed or property or equipment
6 acquired in accordance with this Agreement, including Attachments A, B, C, and D hereto. For the
7 same time period, SUBRECIPIENT shall make said documents, papers and records available to
8 COUNTY and the agency from which COUNTY received the grant funds or their duly authorized
9 representative(s), for examination, copying, or mechanical reproduction on or off the premises of
10 SUBRECIPIENT, upon request, during usual working hours.

11 12. SUBRECIPIENT and COUNTY shall be subject to examination and audit by the State
12 Auditor General with respect to this Agreement for a period of three years after the final Federal
13 Financial Report hereunder.

14 13. COUNTY may terminate this Agreement and be relieved of the payment of any
15 consideration to SUBRECIPIENT if a) SUBRECIPIENT fails to perform any of the covenants
16 contained in this Agreement, including the applicable terms of Attachments A, B, C, and D hereto, at the
17 time and in the manner herein provided, or b) COUNTY loses funding under the grant. In the event of
18 termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.

19 14. SUBRECIPIENT and its agents and employees shall act in an independent capacity in
20 the performance of this Agreement, including Attachments A, B, C, and D hereto, and shall not be
21 considered officers, agents or employees of COUNTY or SHERIFF or of the agency from which
22 COUNTY received grant funds.

23 15. By signing this Agreement, SUBRECEIPIENT understands and agrees that:

24 a. Failure to follow grant guidance, including those detailed below, will result in
25 ineligibility for any reimbursement under the FY20 EMPG:

26 b. A SUBRECIPIENT representative must attend half of the Orange County Emergency
27 Managers Organization meetings held from July 1, 2020 through June 30, 2021;
28

- 1 c. SUBRECIPIENT must maintain National Incident Management System (NIMS)
2 compliance;
3 d. For any personnel whose salary is charged to the grant, that specific individual must
4 meet the training and exercise requirements set forth in the grant guidance;
5 e. Only those expenditures specifically detailed in the Financial Management Forms
6 Workbook are approved for funding; any changes must be pre-approved by the
7 California Office of Emergency Services;
8 f. SUBRECIPIENT reimbursement requests received after June 30, 2021 will not be
9 accepted.

10 **IN WITNESS WHEREOF**, the parties have executed this Agreement in the County of Orange,
11 State of California.

12 DATED: _____, 20____

COUNTY OF ORANGE, a political subdivision
of the State of California

14
15 By _____
16 Sheriff-Coroner
"COUNTY"

17 APPROVED AS TO FORM
18 COUNTY COUNSEL

19 By _____
Wendy J. Phillips, Senior Deputy

20
21 DATED: _____, 20____

SUBRECIPIENT _____

23
24 By _____

25 ATTEST:

26
27 _____
City Clerk
28 DATED: