



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, JUNE 14, 2022 - 6:30 P.M.

SAFETY ALERT – NOTICE REGARDING COVID-19

The health and well-being of our residents is the top priority for the City of Stanton, and you are urged to take all appropriate health safety precautions given the health risks associated with COVID-19. The City Council meeting will be held in person in the City Council Chambers located at 7800 Katella Avenue, California 90680.

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

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

Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk's Office at (714) 890-4245.

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 Taylor
Council / Agency / Authority Member Van
Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairman Ramirez
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: 10692 Beach Boulevard, CA (APN 126-434-12)

Negotiating Parties: Zenia Bobadilla, Interim City Manager, City of Stanton
Hyuncho Park, Owner

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

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

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

7. **PLEDGE OF ALLEGIANCE**

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

9. **CONSENT CALENDAR**

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

9B. **APPROVAL OF WARRANTS**

City Council approve demand warrants dated May 6, 2022 – June 2, 2022, in the amount of \$1,807,198.87.

9C. APPROVAL OF MINUTES

1. City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – May 10, 2022; and
2. City Council/Successor Agency/Housing Authority approve Minutes of Special Meeting – May 12, 2022; and
3. City Council/Successor Agency/Housing Authority approve Minutes of Special Meeting (Closed Session) – May 24, 2022; and
4. City Council/Successor Agency/Housing Authority approve Minutes of Special Meeting (Study Session) – May 24, 2022; and
5. City Council/Successor Agency/Housing Authority approve Minutes of Joint Regular Meeting – May 24, 2022; and
6. City Council/Successor Agency/Housing Authority approve Minutes of Special Meeting (Closed Session) – May 25, 2022; and
7. City Council/Successor Agency/Housing Authority approve Minutes of Special Meeting (Closed Session) – June 2, 2022.

9D. APRIL 2022 INVESTMENT REPORT

The Investment Report as of April 30, 2022, 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 April 2022.

9E. APRIL 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of April 30, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of April 2022.

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

The Revenue and Expenditure Report for the month ended April 30, 2022, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of April 30, 2022.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund's April 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended April 30, 2022.

9G. APPROVE SUBMITTAL OF THE RENEWED MEASURE M ELIGIBILITY PACKAGE AND ITS COMPONENTS

The Orange County Transportation Authority (OCTA) requires that local jurisdictions comply with a variety of requirements to remain eligible to receive renewed Measure M2 funding. The proposed action will approve the submittal of items to keep the City eligible to receive annual fair share and competitive grant funds from OCTA. The Public Works Department has prepared all the required documents and is prepared to submit them to OCTA upon approval by the City Council.

RECOMMENDED ACTION:

1. City Council find the submittal, adoption, and resolutions exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Adopt the Measure M Seven Year Capital Improvement Program (CIP) for fiscal years 2022-23 through 2028-29; and
3. Submit the Maintenance of Effort Reporting Form and supporting documentation for the City of Stanton to OCTA, and direct the Director of Finance to certify this form; and
4. Direct the City Engineer to file the adopted CIP and the Measure M eligibility documents with OCTA in compliance with the requirements of OCTA Ordinance No. 3. The eligibility submittal consists of:
 - a) Measure M Seven-Year Capital Improvement Program
 - b) The Maintenance of Effort Reporting Form
 - c) The Land Use Element of the City's General Plan
 - d) Measure M Eligibility Checklist

9H. AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR PROFESSIONAL AUDITING SERVICES (GRUBER AND LOPEZ, INC.)

The City solicited proposals from a number of independent certified public accounting firms to audit its financial statements for the fiscal years ending June 30, 2022, through June 30, 2024, with the option of auditing its financial statements for each of the two subsequent fiscal years. The City received proposals from two firms. Upon staff review of the proposals, staff recommends the City Council approve a professional services agreement with Gruber and Lopez Inc.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the Interim City Manager to sign the Agreement for Consultant Services with Gruber and Lopez Inc. for professional auditing services through December 31, 2024, and to the City Manager to approve the two additional one-year options, when applicable.

9I. AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE FY 2022/2023 CITYWIDE PAVEMENT REHABILITATION PROJECT TO TAIT & ASSOCIATES

The Fiscal Year 2022-2023 Citywide Pavement Rehabilitation Project encompassing slurry seal, grind and overlay, and pavement reconstruction work on City streets will improve infrastructure throughout the City of Stanton. Staff recommends that the firm TAIT & Associates, Inc. be awarded a purchase order for project design services.

RECOMMENDED ACTION:

1. City Council utilize the existing On-Call Civil Engineering Services contract with TAIT & Associates, Inc. executed in September 2021 for design services for the FY 2022-2023 Citywide Pavement Rehabilitation Project; and
2. Approve a purchase order with TAIT & Associates, Inc. for design support and development of plans for the FY 2022-2023 Citywide Pavement Rehabilitation Project in the amount of \$110,345 which includes all optional services; and
3. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

9J. RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361

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

RECOMMENDED ACTION:

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

9K. AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR INVESTMENT MANAGEMENT AND ADVISORY SERVICES (CHANDLER ASSET MANAGEMENT, INC.)

On March 15, 2022, the City issued a Request for Proposals (RFP) for investment management and advisory services. The initial term of the agreement is through June 30, 2024, with options to renew annually at the City Manager's discretion. The RFP was posted on the California Society of Municipal Finance Officers' website; the City's Finance webpage, and sent to directly to six firms. The City received responses from seven firms. Staff evaluated each proposal based on each firm's qualifications, references, public sector experience in California, professional reputation, physical location, customer service, investment approach and finally, fee. Based on the evaluation, staff recommends the City Council award the professional services agreement to Chandler Asset Management, Inc. ("Chandler"). Chandler has significant experience managing portfolios for California local government agencies that are similar in size to the City. In addition, Chandler has the additional advantage of having provided similar services to the City previously.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the Interim City Manager to execute the Professional Services Agreement for Investment Management and Advisory Services with Chandler Asset Management, Inc.

9L. FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR IT MANAGEMENT AND SUPPORT SERVICES (SDI PRESENCE, LLC)

On March 9, 2021, the City entered into a Professional Services Agreement (Agreement) with Scientia Consulting Group, Inc. (SCG) for IT Management and Support Services. Staff recommends City Council approve this First Amendment to the Agreement, assigning the Agreement to SDI Presence, LLC (SDI), which acquired SCG.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Approve the agreement with SDI Presence, LLC, formerly Scientia Consulting Group, Inc.; and
3. Authorize the Interim City Manager to bind the City of Stanton and SDI Presence, LLC, formerly Scientia Consulting Group, Inc. in a contract to provide IT management and support services.

9M. AWARD OF CONTRACT TO RJM DESIGN GROUP TO PROVIDE PROFESSIONAL DESIGN CONSULTING SERVICES FOR THE PREMIER PARK RENOVATION PROJECT (TASK CODE 2022-206)

Premier Park requires renovation due to outdated play equipment and lack of modern amenities. City staff released a "Request for Proposal" (RFP) soliciting proposals to provide professional design consulting services for the preliminary and final design and all necessary construction documents for the renovation of Premier Park. City staff believes that RJM Design Group is the best qualified to provide professional design consulting services for the Premier Park renovation design and is recommending award of a design contract to that firm.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(a); and
2. Award a contract to RJM Design Group to provide professional design consulting services for a maximum contract amount of \$88,640.00; and
3. Authorize the Interim City Manager to bind the City of Stanton and RJM Design Group in a contract to provide the services; and
4. Authorize the Interim City Manager to approve contract change orders with RJM Design Group, as needed and determined by City staff, for any contingencies up to \$20,000.00.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS

11A. ADOPTION OF THE FISCAL YEAR 2022/23 OPERATING AND CAPITAL BUDGET FOR THE CITY OF STANTON AND STANTON HOUSING AUTHORITY; APPROVE EMPLOYEE BENEFITS AND SALARY RATES FOR FISCAL YEAR 2022/23; APPROVE THE AMENDMENT TO THE CITY'S POSITION CLASSIFICATION MANUAL; ADOPT THE FISCAL YEAR 2022/23 APPROPRIATIONS LIMIT; ADOPT FISCAL YEAR 2022/23 RESERVE POLICY; APPROVE THE CITY INVESTMENT POLICY FOR FISCAL YEAR 2022/23; AND APPROVE SIXTH AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT FOR FISCAL YEAR 2022/23 (COUNTY OF ORANGE)

On May 24, 2022, the City Council held a budget study session to review the Fiscal Year 2022/23 Proposed Operating and Capital Budget. The Fiscal Year 2022/23 Proposed Operating and Capital Budget has been revised to reflect the following changes that were approved during the budget study session:

- Increasing the cost-of-living adjustment to the City's salary schedule from 7% to 8%;
- Eliminating the one-time expenditure request for the Bell Street Parking Lot project;
- Eliminating the one-time expenditure request for the economic development study related to the properties located at 10692 and 10712 Beach Boulevard ("Bauman's Market"); and
- Eliminating the one-time expenditure request for a Citywide classification and compensation study.

A summary of the proposed budget for the General Fund reflecting the above changes is provided with Attachment A. The General Fund's revenues are expected to exceed the revised expenditures by \$687,235 (before funding the one-time expenditures approved by City Council). The net increase of revenues exceeding expenditures is \$244,895 (after funding the approved one-time expenditures).

Although no changes to the proposed funding plan were communicated, the City Council requested more information regarding the Orangewood Parkette (#2022-203) and Premier Park Renovation (#2022-206) capital improvement projects. The Public Works Director/City Engineer revised each project sheet's description to comply with this request (Attachment B, pages 1 and 2).

In addition, the Public Works Director/City Engineer is requesting \$84,090 in funding for the Stanton Park Adult Fitness Equipment project (Task Code 2022-820), which would be funded by a combination of monies from the discretionary Capital Projects Fund (#305) and Park In-Lieu Fees Fund (#310) (Attachment B, page 3).

Lastly, the City Council requested staff contact the City of Garden Grove to inquire whether the City would consider contributing to the beautification project planned along Westbound Chapman from Santa Rosalia Street to Santa Paula Street. As of the preparation of this staff report, the Public Works Director/City Engineer has not received a response to his inquiry regarding this matter.

The appropriations that are set forth in the accompanying resolutions reflect the proposed Operating and Capital Budget for Fiscal Year 2022/23. These budget resolutions provide total operating appropriations of \$41.1 million and total capital appropriations of \$4.5 million for the City (Attachment C) and \$1.3 million in total operating appropriations for the Stanton Housing Authority (Attachment D).

In addition to adopting the Fiscal Year 2022/23 Operating and Capital Budget, staff is recommending City Council approval of the following:

- Annual approval of employee benefits and salary rates (Attachment E);
- Approval of employee classification manual to add the Code Enforcement/Parking Control Manager position (Attachment F);
- Annual approval of the City's appropriation limit (Attachment G);
- Annual approval of the City's Reserve Policy (Attachment H);
- Annual approval of the City's Investment Policy (Attachment I); and
- Approve the sixth amendment to the law enforcement services agreement with the County of Orange for Fiscal Year 2022/23 (Attachment J).

RECOMMENDED ACTION:

1. City Council find that these items are not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and,
2. Adopt Resolution No. 2022-32 adopting the City's Fiscal Year 2022/23 Operating and Capital Budget, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE FISCAL YEAR 2022/23 OPERATING AND CAPITAL BUDGET AND AUTHORIZING EXPENDITURES AND APPROPRIATIONS RELATED THERETO"; and

3. Adopt Resolution No. SHA 2022-02 adopting the Stanton Housing Authority's Fiscal Year 2022/23 Operating and Capital Budget, entitled:

"A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE FISCAL YEAR 2022/23 OPERATING AND CAPITAL BUDGET AND AUTHORIZING EXPENDITURES AND APPROPRIATIONS RELATED THERETO"; and

4. Adopt Resolution No. 2022-30 approving the employee benefits and salary rates, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REGARDING EMPLOYEE BENEFITS AND SALARY RATES FOR ALL CLASSES OF EMPLOYMENT”; and

5. Adopt Resolution No. 2022-31 amending the position classification manual, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE POSITION CLASSIFICATION MANUAL”; and

6. Adopt Resolution No. 2022-33 approving the appropriations limit for Fiscal Year 2022/23, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ADOPTING ITS ARTICLE XIII B APPROPRIATION LIMITATION (GANN LIMITATION) FOR FISCAL YEAR 2022/23”; and

7. Adopt Resolution No. 2022-34 approving the City’s Reserve Policy, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE CITY OF STANTON RESERVE POLICY FOR FISCAL YEAR 2022/23”; and

8. Approve the City’s Investment Policy for Fiscal Year 2022/23; and,

9. Authorize the Interim City Manager to execute the Sixth Amendment to the Five-Year Agreement with the County of Orange for the provision of law enforcement services.

12. NEW BUSINESS

12A. SELECTION OF FIREWORKS LICENSEES FOR 2022

Staff is requesting that the City Council select licensees for 2022 fireworks sales.

RECOMMENDED ACTION:

1. City Council find that the action is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the State CEQA Guidelines 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. Award a fireworks sales license to the Youth Assistance Foundation of Stanton and the Boys & Girls Club of Stanton.

12B. ST. POLYCARP CATHOLIC CHURCH REQUEST FOR CITY TO CO-SPONSOR ST. POLYCARP FAMILY FESTIVAL

A request has been received for the City to co-sponsor the St. Polycarp Catholic Church's St. Polycarp Family Festival, which is scheduled to be held on September 16 – 18, 2022.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Provide direction to staff and receive and file the report.

12C. AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON SPECIFIED PERSONAL SERVICE AND MEDICAL OFFICE BUSINESSES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL CODE AND ZONING CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

A number of businesses in the City of Stanton ("City") that are licensed to operate as "personal care" uses—such as day spas and other type of beauty care businesses—have apparently provided unauthorized massage services or engaged in illegal actions at their premises. As explained below, businesses that provide unauthorized massage services pose significant potential impacts to the health, safety, and welfare of the community. Against this backdrop, the City Council is asked to consider an interim urgency ordinance to temporarily prohibit the establishment of specified personal care businesses. The interim urgency ordinance is intended to provide the City with sufficient time to study the continuing impacts of these establishments and to develop new municipal and zoning code regulations.

RECOMMENDED ACTION:

1. City Council find that the proposed urgency ordinance is:
 - a) Not a "project" within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines (Title 14 of the California Code of Regulations) because it has no potential for resulting in physical change in the environment, directly or indirectly; and
 - b) Exempt from the requirements of CEQA under Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.
2. Adopt Urgency Ordinance No. 1121, entitled:

"AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON SPECIFIED PERSONAL SERVICE AND MEDICAL OFFICE BUSINESSES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL CODE AND ZONING CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA".

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY FIRE AUTHORITY

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 9th day of June, 2022.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

May 6, 2022 - June 2, 2022

Electronic Transaction Nos.	1893-1937	\$	1,431,534.18
Check Nos.	135117-135212	\$	375,664.69

TOTAL	\$	1,807,198.87
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Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.



Interim 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: 6/6/2022 3:06 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1893	BOY14658 38	BOYS & GIRLS CLUBS OF FULLERTON Fullerton CBO - Focus Area #1 - Mar 2022	05/06/2022	4,100.00
Total for Check Number 1893:				4,100.00
1894	OCF2164 S0460776 S0460776	OC FIRE AUTHORITY Stn Annex Prop. Tax Pass thru FY: 21/22 Stn Annex Prop. Tax Pass thru FY: 21/22	05/06/2022	313.00 20,243.50
Total for Check Number 1894:				20,556.50
1895	OCA2137 SC13382 SC13443	COUNTY OF ORANGE TREASURER- T 800 MHZ 3rd Quarter ST1 Jan-Mar FY 21/22 800 MHZ 4th Quarter ST0 Apr-Jun FY 21/22	05/06/2022	2,224.16 6,007.00
Total for Check Number 1895:				8,231.16
1896	PUB15477 PPE 04/23/2022	PUBLIC AGENCY RISK SHARING AUT PARS - PPE 04/23/2022	05/06/2022	1,131.42
Total for Check Number 1896:				1,131.42
1897	TIM14834 3 - Year 5	TIM SHAW & ASSOCIATES Regional CBO - Capacity Building (Apr 2022)	05/06/2022	1,350.00
Total for Check Number 1897:				1,350.00
1898	BRE14648 PK-001 PK-002 PK-003	BREA EDUCATION FOUNDATION Brea CBO - Focus Area #1 - Jan 2022 Brea CBO - Focus Area #1 - Feb 2022 Brea CBO - Focus Area #1 - Mar 2022	05/06/2022	6,991.20 6,526.49 9,301.02
Total for Check Number 1898:				22,818.71
1899	rec16138 #26211/26216 25196 25416 25420 25441 25470 25563 25711 25736 25759 25818 25837 26004 26011 26153 26173	RECTRAC REFUNDS #26211/26216 Kashif Chawla 5/8/22 SCP Pinic : #25196 Eleanor Nguyen Refund deposit #25416 Hanna Lee Refund deposit #25420 Noelle Cuaton Refund deposit #25441 Patrick Burn Cancellation of class due to #25470 Ashlee Bennett Refund deposit #25563 Karen Tran Refund deposit #25711 Abegail Salmingo Refund deposit #25736 Andres Cardenas Refund deposit #25759 Anna Morales Refund deposit #25818 Robert Nava Refund deposit #25837 Saurabh P Desal Refund deposit #26004 Habib Abdulalim Refund deposit #26011 Rebecca Kim Refund due to cancellation #26153 Patrick Anderson Jr Cancellation of clas #26173 Keith Pomerleau Refund deposit	05/09/2022	100.00 200.00 150.00 150.00 50.00 200.00 100.00 300.00 150.00 150.00 119.00 100.00 100.00 40.00 85.00 100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	26177	#26177 John Kim Cancellation of class due to lo		50.00
	26179	#26179 Refund deposit Brianna Taylor		150.00
	26183	#26183 Trish Robinson Refund deposit		300.00
	26185	#26185 Mayra Aguirre Refund deposit		200.00
	26212	#26212 Amberose Torres Refund deposit		150.00
	26229	#26229 Thu Rivera Refund due to cancellation o		60.00
	26333	#26333 Tracy Duong Cancellation of class		120.00
Total for Check Number 1899:				3,124.00
1900	rec16138 26311	RECTRAC REFUNDS Refund Angelica Aguirre cancelled event 2 hour:	05/12/2022	80.00
Total for Check Number 1900:				80.00
1901	ben15755 B04XX9 B04XX9 B057QT B057QT	BENEFIT COORDINATORS CORPORAT March 2022 Delta Dental-City Share March 2022 Delta Dental-Employee Share April 2022 Delta Dental-City Share April 2022 Delta Dental-Employee Share	05/13/2022	1,939.50 259.30 2,064.41 216.79
Total for Check Number 1901:				4,480.00
1902	met12565 May-22 May-22	METLIFE SBC May 22 Metlife Dental-City Share May 22 Metlife Dental-Employee Share	05/13/2022	194.28 29.58
Total for Check Number 1902:				223.86
1903	boy14658 39	BOYS & GIRLS CLUBS OF FULLERTON Fullerton CBO-Focus Area #1-Apr 2022	05/13/2022	4,100.00
Total for Check Number 1903:				4,100.00
1904	sed15718 SF-01053315	SEDGWICK CLAIMS MANAGEMENT S Claims Funding for Payments Issued	05/13/2022	80.00
Total for Check Number 1904:				80.00
1905	vsp13387 814952383 814952383 814952383	VISION SERVICE PLAN - (CA) May 2022 Health Ins-Employer VSP May 2022 Health Ins-Employee VSP Adjustment for A. Gonzalez & C. Quan Le	05/13/2022	513.62 59.12 -32.07
Total for Check Number 1905:				540.67
1906	boy14668 YD403	BOYS AND GIRLS CLUB OF BUENA PA Buena Park CBO-Focus Area #1-Apr 2022	05/13/2022	21,872.38
Total for Check Number 1906:				21,872.38
1907	the14664 NOC-PSC 1 NOC-PSC 2 NOC-PSC 3	THE ORANGE COUNTY FAMILY JUSTI Regional CBO-Focus Area #1-Jan 2022 Regional CBO-Focus Area #1-Feb 2022 Regional CBO-Focus Area #1-Mar 2022	05/13/2022	10,856.09 11,515.16 16,285.82
Total for Check Number 1907:				38,657.07
1908	boy13501 2001c	BOYS & GIRLS CLUBS OF GARDEN GI Regional CBO-Focus Area #1-Apr 2022	05/13/2022	5,499.98
Total for Check Number 1908:				5,499.98

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1909	boy14651 NOC-PSC 4	BOYS & GIRLS CLUBS OF BREA-PLAC Brea CBO-Focus Area #1-Apr 2022	05/13/2022	3,065.74
Total for Check Number 1909:				3,065.74
1910	har16268 1	HARMONY PROJECT, INC La Habra CBO-Focus Area #1 -Jan-Apr 2022	05/13/2022	19,434.16
Total for Check Number 1910:				19,434.16
1911	ICM1540 PPE 5/7/2022	ICMA RETIREMENT TRUST 302393 PPE 05/07/2022-ICMA #302393	05/13/2022	4,840.00
Total for Check Number 1911:				4,840.00
1912	USB3019	US BANK	05/16/2022	
	000008	Parts for Premier Park		387.90
	0020806	sprinkler repairs		269.63
	03/03/2022	Refreshments/HOC Mtg/Outreach Efforts		117.60
	03/05/2022	City Vehicle Car Wash		6.00
	03/07/2022	Emergency Hotel Assistance		677.53
	03/07/2022	Emergency Hotel Assistance		698.56
	03/08/2022	Emergency Meal Assistance		19.35
	03/09/2022	Emergency Hotel Assistance		300.00
	03/12/2022	Meal Gift Cards		20.00
	03/16/2022	Pastries/Coffee with a Cop Event		27.00
	03162022	OCSD Motor Officer/Motorcycle Gas		49.22
	0374	Lunch meeting with Accounting Manager		60.11
	10580	ACFR Award Application Fee		530.00
	113-4674808-710	Office Supplies/Label Tape		35.22
	113-5369757-301	Council Chambers Supplies/Rechargeable Batter		61.59
	114-1363732-457	Protection plan for Bell street parking lot lights		87.96
	114-2545916-178	(2) Boxes of Kid's mask		47.80
	114-3989188-485	Easter Deco - Garland for Resource Booths		23.86
	114-4345388-496	(1) 12pk note pads,(1) mop key,(1) calculator,(1)		61.19
	114-5957731-304	OST - Baking cups for crafts		9.78
	114-7008014-624	OST - Baking cups for crafts		7.90
	114-7341974-713	Parts for Council Chamber repairs		326.16
	114-9346453-493	Standing Desk Stand for M.Sanchez		538.31
	114-9534640-837	OST - Origami Kit		13.58
	114-9571077-023	FaCT Direct Service - Balloons for Game Night		9.78
	114-9636392-185	OST - Origami Paper		19.07
	114-9636392-185	OST - Origami Paper		26.03
	117-7384362-133	Bell street parking lot lights		504.56
	137339487	Zoom Subscription 3/10/22 - 3/9/23		157.40
	138759835	OC Clerk-Recorder/Client's Birth Certificate		12.95
	138759835	OC Clerk-Recorder/Client's Birth Certificate		51.00
	156905031402810	Montly Spotify membership for music at events		9.99
	1610	Rebar for fence repairs		456.68
	1791240	March KNO - Workshop		100.00
	2.22.22	Water for senior food distribution volunteers		30.58
	2/22/2022	OCSD Motor Officer/Motorcycle Gas		26.05
	2/24/2022	Refreshments fo Mtg at Sub-Station		23.12
	2/24/2022	Food/Pizza for Mtg at Sub-Station		64.33
	2/24/2022	Ice/Water for Mtg at Sub-Station		11.70
	2/24/2022	OCSD Motor Officer/Motorcycle Gas		25.51
	2/26/2022	Car Wash		9.00
	200011305	CSMFO Dues/Conferencel/Siamlu Cox		470.00
	200012751	Government Accounting Class - M.Sanchez		75.00
	2014505	grinder wheel for sidewalk repairs		36.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2014543	grinder wheel for sidewalk repairs		20.63
	207167	Handle trimmer and pats		491.53
	207639910350417	5pk 6qt clear storage boxes		7.67
	207639910358648	(3) 15qt clear view storage bin		20.99
	21200200772	Acrobat Pro/(15) Users/Annual Sub 3/4/22-3/3/2		3,058.20
	2148-9683	Work Order Program Usage Fee 3/5/22-4/5/22		450.00
	2154150	Return - Timers for Orangewood Pocket Park		-101.12
	21708	Interent Coverage for City/MAR-2022		3,688.59
	2252022	(3) Pizza for KNO, 2 cheese, 1 pepperoni		53.61
	22822	St. Pats decorations for office		2.69
	2424034	Timer for Orangewood Pocket Park		109.60
	2524035	Parts to repair Premier Park		12.07
	298937119	CEAOC meeting		45.00
	3.11.2022	Instagram Ad: Art Exhibit		15.00
	3.17.2022	Blue Ribbon Banners (2)		164.91
	3.18.2022	Instagram Ad: Art Exhibit		15.00
	3.9.2022	Water for volunteers: grocery bags		65.91
	3/1/2022	OCCMA Luncheon 3/3/22/Guest Reg/ComDev I		54.00
	3/1/2022	Emergency Motel Assistance		-446.31
	3/1/2022	Emergency Motel Assistance		505.65
	3/1/2022	OST - Nesquick mix for snack & waters		29.77
	3/10/2022	Printed Materials for parents in English and Spar		125.88
	3/11/2022	Lunch Mtg/Hope Center/City of Fullerton/S.Kan		57.75
	3/12/2022	Car Wash		9.00
	3/12/2022	OCSD Motor Officer/Motorcycle Gas		30.63
	3/12/2022	Emergency Motel Assistance		200.00
	3/14/2022	Easter Deco signs for resource booths		25.69
	3/14/2022	Emergency Motel Assistance		677.53
	3/14/2022	Emergency Motel Assistance		100.00
	3/14/2022	Air scents for FRC women's restroom		18.72
	3/15/2022	Staff Lunch Supplies		17.64
	3/15/2022	(1) Gift Card for Gozalez Family		200.00
	3/15/2022	(1) Gift Card for Gozalez Family		220.00
	3/15/2022	Staff Lunch Supplies		101.69
	3/15/2022	Job Ad/Senior Public Works Inspector		375.00
	3/15/2022	OCSD Motor Officer/Motorcycle Gas		34.43
	3/16/2022	Coffee with a cop - March 16 - Stanton Central F		26.98
	3/16/2022	Refreshments/NOC Public Safety Collaborative		237.21
	3/16/2022	Lunch/Comm Ops Mtg/City of Brea/CM/CCD		54.81
	3/16/22	PARKING		11.00
	3/18/2022	OCSD Motor Officer/Motorcycle Gas		36.38
	3/18/2022	NOC Equipment/Table/Device Purchase		2,076.85
	3/2/2022	Emergency Meal Assistance		120.00
	3/2/2022	(2) \$125 gift cards for CFRA families		250.00
	3/2/2022	(2) \$125 gift cards for CFRA families		250.00
	3/25/2022	Asphalt patch		588.02
	3/3/2022	NOCCC Meeting/Lunch Expense		378.68
	3/4/2022	\$200 card (Food4Less) for groceries for Padilla I		200.00
	3/4/2022	OCSD Motor Officer/Motorcycle Gas		29.05
	3/4/2022	\$130 card (Target) for Sandra Padilla family - Hi		130.00
	3/7/2022	Parking/Shryne Facility Tour/Econ Dev Commit		12.50
	3/7/2022	Lunch/Econ Dev Committee		126.00
	3/7/2022	Relocation Services		463.50
	3/8/2022	Council Chambers Supplies/Batteries		26.08
	3/8/2022	City Council Closed Session Expense		106.58
	3/9/2022	FaCT Direct Service - Diapers size 5 & 6 and ba		215.44
	3/9/2022	Black card stock paper		29.07
	3/9/2022	OCSD Motor Officer/Motorcycle Gas		34.80
	300009133	CSMFO Dues/Municipal/Siamlu Cox		110.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3014458	tools for public works		278.61
	30222	Storyboard paper and boarders		25.83
	3069661TCF	(20) 90" X 132" Black Polyester Tablecloths		242.30
	3088291159	Code Enf Office Safety Self Defense Training/SI		99.00
	3161317	premier park hand pump		32.57
	31987827	Asphalt patch		598.02
	3399	Parking for OC Procurement Alliance meeting		11.00
	342785	car wash of Public Works Rav4		11.00
	3523881	sprinkler repairs		9.15
	360003	Public Works meeting		182.04
	38950938	MAR-2022/Mitel Phone System		2,260.78
	3923635	MAR-2022/City Website Hosting Service		22.00
	4016120	sprinkler repairs		46.94
	44635	Emergency Motel Assistance		595.00
	4533168	Parts for Council Chamber repairs		50.31
	480	Staff Lunch Food Catering		1,047.38
	5134	Facebook: Boost Posts: Grants and Senior Prog		64.45
	5160240	sprinkler repairs		38.54
	5261493423120	ICSC LV/Airfare/may 22-24/M. Tinio		150.95
	5261493423121	ICSC LV/Airfare/May 22-24/J. Lilley		150.95
	5510	Flowers for front of City Hall		94.82
	5512	flowers for front of City Hall		159.47
	5513	flowers for front of City Hall		77.58
	61495	Feb 2022/Fingerprint Rolling Fees		148.00
	7023035	parts for repairs at SCP		205.22
	72258400018204	Emergency Motel Assistance		868.00
	72261327252434	Emergency Hotel Assistance		230.98
	72261327252434	REFUND/Emergency Hotel Assistance		-230.98
	72261442832073	Emergency Hotel Assistance		212.32
	72263234440292	Emergency Motel Assistance		80.06
	7227189406289	Emergency Motel Assistance		82.29
	7343418	Notary Training and Application Fees/D. Fonsec		341.81
	7343438	Notary Training and Application Fees/A. Palenci		310.06
	78083859	City hall HVAC air filters		62.55
	8133817	REFUND: (1) loaded ball mount for john deere g		-29.76
	8134194	Cerritos Channelizer supplies - return		-108.62
	8523312	Timers for Orangewood Pocket Park		101.12
	87763	Job Ad/Recreation Leader		75.00
	9015646	Cerritos Channelizer supplies		220.24
	9850669	2 paint pens: 1 white and 1 black for Easter Egg		14.51
	CA55092	AC filters City Hall		17.96
	CJ550081	AC filters Sheriff for Unit 7		52.65
	S6776527	Parts for Sheriff repairs		4.59
	STR223453	FaCT Direct Service - (50) 1 Day bus passes for		225.00
	WEB315664	FaCT Direct Service - 30 Day Bus pass for coun:		71.00
Total for Check Number 1912:				31,668.07
1913	INT1569	INTERNAL REVENUE SERVICE	05/16/2022	
	5/12/2022	(ME) Medicare - Employee Share		2,289.79
	5/12/2022	(ME) Medicare - City Share		2,289.79
	5/12/2022	(FD) Federal Tax Withholding		16,519.03
Total for Check Number 1913:				21,098.61
1914	EDD1067	EDD	05/16/2022	
	5/12/2022	State Unemployment		211.97
	5/12/2022	State Tax Withholding		5,949.47

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 1914:				6,161.44
1915	rec16138	RECTRAC REFUNDS	05/18/2022	
	25856	Refund cancelled deposit #25856 Catherine Levi		75.00
	25856	Refund cancelled deposit #25856 Catherine Levi		100.00
Total for Check Number 1915:				175.00
1916	cas680	CA ST PERS 103	05/18/2022	
	PPE 05/07/2022	PERS-City's Share New T3 (A. Blincoe Credit)		-755.62
	PPE 05/07/2022	PERS-Employee's Share T1 PPE 05/07/2022		1,926.82
	PPE 05/07/2022	PERS-Survivor New T3 (A. Blincoe Credit) PPI		-8.37
	PPE 05/07/2022	PERS Employee New T3 PPE 5/7/2022		5,118.02
	PPE 05/07/2022	PERS-City's Share T1 PPE 5/7/2022		2,994.82
	PPE 05/07/2022	PERS-Survivor (Employee) T1 PPE 5/7/2022		9.30
	PPE 05/07/2022	PERS Survivor New T3 PPE 5/7/2022		26.97
	PPE 05/07/2022	PERS-Survivor Classic T2 PPE 5/7/2022		6.51
	PPE 05/07/2022	PERS-City's Share-Classic T2 PPE 5/7/2022		3,386.67
	PPE 05/07/2022	PERS-City's Share New T3 PPE 5/7/2022		5,754.92
	PPE 05/07/2022	PERS-Employee Classic T2 PPE 5/7/2022		2,740.66
	PPE 05/07/2022	PERS-Employee New T3 (A. Blincoe Credit) PI		-671.96
Total for Check Number 1916:				20,528.74
1917	kan13336	SOO KANG	05/20/2022	
	Y5, Apr 2022	Regional Special Dept Expense-Vehicle-Apr 202		600.00
	Y5, Apr 2022	Regional Special Dept Expense-Communication:		150.00
Total for Check Number 1917:				750.00
1918	boy15369	BOYS & GIRLS CLUBS OF GREATER A	05/20/2022	
	NOC 4-22	Anaheim CBO-Focus Area #1-Apr 2022		12,822.64
Total for Check Number 1918:				12,822.64
1919	jen14424	ANA JENSEN	05/20/2022	
	PPE 05/07/2022	Wage Garnishment PPE 05/07/2022		200.00
Total for Check Number 1919:				200.00
1920	oca2137	COUNTY OF ORANGE TREASURER- T.	05/20/2022	
		.25% Early Payment Discount		-2,586.49
	SH 61929	Sheriff Contract Services (Mobile Data Compute		738.00
	SH 61929	Sheriff Contract Services May-2022		713,169.29
	SH 61929	Sheriff Contract Services (Crime Prevention Spe		6,979.75
	SH 61929	Sheriff Contract Services (Office Specialist Fron		6,252.42
	SH 61929	Sheriff Contract Services (Mobile Data Compute		334.83
	SH 61929	Sheriff Contract Services May-2022		307,121.97
	SH 61962	AFIS (Fingerprinting) May, 2022		1,529.00
Total for Check Number 1920:				1,033,538.77
1921	pub15477	PUBLIC AGENCY RISK SHARING AUT	05/20/2022	
	PPE 05/07/2022	PARS-PPE 05/07/2022		1,036.01
Total for Check Number 1921:				1,036.01
1922	usb13423	US BANK	05/20/2022	
	6404674	Admin Fees for 2016CD		3,300.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 1922:				3,300.00
1923	rec16138	RECTRAC REFUNDS	05/23/2022	
	25013	Refund #25013 Maria Cambero 5/14/2022 Multi		300.00
	25014/25015	Refund #25014/25015 Shane Womack/Life Chri		400.00
	25628	Refund #25628 Maria Bear 5/14/2022 Picnic Sh		200.00
	25638	Refund #25638 Juan Fernandez 4/23/2022 Banq		237.40
	25787	Refund #25787 Mandy Cosio 5/22/2022 Picnic S		150.00
	25880	Refund #25880 Mariene Diaz 5/15/2022 Picnic S		100.00
	25907	Refund #25907 Stephen Fromm 5/22/2022 Picni		100.00
	25940	Refund #25940 Kaitlin Rojas 5/15/2022 Picnic S		100.00
	26067	Refund #26067 Sarah Brown 5/22/2022 Picnic S		100.00
	26125	Refund #26125 Zena Hialy 5/14/2022 Civic Ban		400.00
	26172	Refund #26172 Romea Hernandez 5/15/2022 Pic		150.00
	26174	Refund #26174 George Thai 5/14/2022 Dotson F		50.00
	26379	Refund #26379 Lina Musa 05/15/22 Multi purpe		300.00
	26387	Refund #26387 Britanie Rodriguez 5/22/2022 Di		100.00
	26457	Refund #26457 Caroline Conboy Cancelled Clas		85.00
	26489	Refund #26489 Kris Xu Cancelled Class 5/15-6/		95.00
	26510	Refund #26510 Marissa Dugger 5/15/2022 Dots		50.00
Total for Check Number 1923:				2,917.40
1924	ful14661	PATHWAYS OF HOPE	05/26/2022	
	NOC-PSC #1A	Anaheim CBO-Focus Area #3-Apr 2022		1,310.95
	NOC-PSC #1C	Regional CBO-Focus Area #3-Apr 2022		2,550.01
	NOC-PSC #1F	Fullerton CBO-Focus Area #3-Apr 2022		1,310.95
Total for Check Number 1924:				5,171.91
1925	sol15043	SOLIDARITY	05/26/2022	
	502	Regional CBO-Focus Area #1 - Apr 2022		2,049.75
Total for Check Number 1925:				2,049.75
1926	big13189	BIG BROTHERS BIG SISTERS OF ORA	05/26/2022	
	4	Regional CBO-Focus Area #1 - Apr 2022		1,404.79
Total for Check Number 1926:				1,404.79
1927	ben15755	BENEFIT COORDINATORS CORPORAT	05/26/2022	
	10929	Adjustment for G. Pena		3.20
	10929	April 2022 Prism Life Ins - City		507.60
	10929	April 2022 Prism Life Ins - Employee		508.38
	10929	April 2022 Prism Life Ins - City		2,639.72
	B05H09	May 2022 Delta Dental- City Share		1,997.68
	B05H09	May 2022 Delta Dental- Employee Share		242.32
Total for Check Number 1927:				5,898.90
1928	boy14655	BOYS & GIRLS CLUBS OF LA HABRA	05/26/2022	
	4 30 2022	La Habra CBO-Focus Area #1 - Apr 2022		12,822.03
	BIG 7 04 30 22	Regional CBO-Focus Area #1-Apr 2022		7,841.00
Total for Check Number 1928:				20,663.03
1929	bes12575	BEST BEST & KRIEGER LLP	05/26/2022	
	935047	Regional CBO-Homelessness Study (Apr 2022)		1,047.10
Total for Check Number 1929:				1,047.10

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1930	ocu14659	OC UNITED TOGETHER	05/26/2022	
	NOC-PSC 5007	Regional CBO-Focus Area #3-Apr 2022		7,181.60
	NOC-PSC 5008	Fullerton CBO- Focus Area #1 - Apr 2022		7,226.86
	NOC-PSC5002 Rev	Fullerton CBO- Focus Area #1 - Jan 2022		4,850.40
				<hr/>
Total for Check Number 1930:				19,258.86
1931	icm1540	ICMA RETIREMENT TRUST 302393	05/27/2022	
	PPE 05/21/2022	PPE 05/24/2022-ICMA #302393		4,840.00
				<hr/>
Total for Check Number 1931:				4,840.00
1932	int1569	INTERNAL REVENUE SERVICE	05/27/2022	
	05/26/2022	(ME) Medicare - City Share		2,622.29
	05/26/2022	(ME) Medicare - Employee Share		2,622.29
	05/26/2022	(FD) Federal Tax Withholding		23,544.04
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Total for Check Number 1932:				28,788.62
1933	edd1067	EDD	05/27/2022	
	05/26/2022	State Tax Withholding		8,245.11
	05/26/2022	State Unemployment		201.78
				<hr/>
Total for Check Number 1933:				8,446.89
1934	jen14424	ANA JENSEN	05/31/2022	
	PPE 5/21/2022	Wage Garnishment PPE 5/21/2022		200.00
				<hr/>
Total for Check Number 1934:				200.00
1935	cas680	CA ST PERS 103	05/31/2022	
	PPE 5/21/2022	PERS -City's Share New T3 PPE 5/21/2022		5,835.24
	PPE 5/21/2022	PERS -Employee New T3 PPE 5/21/2022		5,189.43
	PPE 5/21/2022	PERS - Survivor (Employee) T1 PPE 5/21/2022		9.30
	PPE 5/21/2022	PERS -Employee Classic T2 PPE 5/21/2022		2,530.87
	PPE 5/21/2022	PERS -Survivor New T3 PPE 5/21/2022		26.97
	PPE 5/21/2022	PERS -City's Share T1 PPE 5/21/2022		3,009.32
	PPE 5/21/2022	PERS -Survivor Classic T2 PPE 5/21/2022		6.51
	PPE 5/21/2022	PERS - Employee's Share T1 PPE 5/21/2022		1,936.15
	PPE 5/21/2022	PERS -City's Share- Classic T2 PPE 5/21/2022		3,127.43
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Total for Check Number 1935:				21,671.22
1936	REC16138	RECTRAC REFUNDS	06/01/2022	
	26901	Refund Receipt# 26675 Cindy Castro 07/23/22		-35.00
	26901	Refund Receipt# 26675 Cindy Castro 07/23/22		90.00
	26901	Refund Receipt# 26675 Cindy Castro 07/23/22		150.00
	26903	Refund Receipt# 26900 Tin Nguyen		50.00
				<hr/>
Total for Check Number 1936:				255.00
1937	GOL1321	GOLDEN STATE WATER COMPANY	06/02/2022	
	05/11/2022	Apr 11 - May 10 Water Services Building		359.38
	05/11/2022	Apr 11 - May 10 Water Services Median		2,441.89
	05/11/2022	Apr 11 - May 10 Water Services Median		77.06
	05/11/2022	Apr 11 - May 10 Water Services Park		4,163.13
	05/11/2022	Apr 11 - May 10 Water Services Park		6,414.32
				<hr/>
Total for Check Number 1937:				13,455.78
135117	ace13161	ACE LASER PRINTER SERVICE	05/19/2022	
	9939	(1) Toner		102.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135117:				102.36
135118	AFL187	AFLAC-FLEX ONE	05/19/2022	
	962334	April 22 Employee (Life Ins & Disability Ins)		160.30
	962334	April 22 Employee (Aflac)		271.26
Total for Check Number 135118:				431.56
135119	ANA12346	ANAHEIM FAMILY YMCA	05/19/2022	
	YMCA42522	Payment for youth sports classes-Winter/Spring :		984.90
Total for Check Number 135119:				984.90
135120	ARC13548	ARC DOCUMENT SOLUTIONS, LLC	05/19/2022	
	11210475	Scan tract maps		96.24
Total for Check Number 135120:				96.24
135121	AUT14715	AUTOMATED GATE SERVICES, INC	05/19/2022	
	67290469	Repairs to City Yard Gate		284.00
Total for Check Number 135121:				284.00
135122	BGB16246	BGB DESIGN GROUP, INC	05/19/2022	
	104058	Design services for Orangewood Parkette		15,556.49
Total for Check Number 135122:				15,556.49
135123	cas662	CA ST DEPT OF JUSTICE	05/19/2022	
	579279	APR 2022/Fingerprints		98.00
Total for Check Number 135123:				98.00
135124	CAL16221	CALIFORNIA WATERS	05/19/2022	
	12645	Splash pad repair at SCP-Apr		540.00
	12645	Splash pad repair at Dotson-Apr		540.00
Total for Check Number 135124:				1,080.00
135125	CHE16297	SHIRLEY CHENG	05/19/2022	
	ST347197	Refund Citation ST347197 due to initial review		41.00
Total for Check Number 135125:				41.00
135126	fir1181	CORELOGIC SOLUTIONS, LLC	05/19/2022	
	82129124	April-22/Geographic Package-Realquest		315.00
Total for Check Number 135126:				315.00
135127	cpa16296	CPACINC.COM	05/19/2022	
	1164694	Government G3 Microsoft 365 licenses		16,256.88
	1164694	Government G1 Microsoft 365 licenses		3,610.80
Total for Check Number 135127:				19,867.68
135128	csu14679	CSU FULLERTON ASC	05/19/2022	
	AR171965	Regional CBO-Focus Area #1-Apr 2022		14,075.32
Total for Check Number 135128:				14,075.32
135129	DEL13382	DE LAGE LANDEN FINANCIAL SERVI	05/19/2022	
	76166692	Lease/CH/Sharp copiers 05-01 to 05-31-2022		526.22

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135129:				526.22
135130	ECO15351	ECONO TIRE, INC	05/19/2022	
	25567	Replace tires on Ford F350 (Lic 1317601)		860.00
	25582	Oil & Air Filter change on Tacoma (Lic 1555247)		150.79
Total for Check Number 135130:				1,010.79
135131	EMP1089	EMPIRE PIPE CLEANING AND EQUIP	05/19/2022	
	Progress Pytm 5	Catch Basin Cleaning and Hotspot Cleaning		32,592.60
Total for Check Number 135131:				32,592.60
135132	fer14172	FERNWOOD MOBILE HOME PARK	05/19/2022	
	25	Lease Agreement for property along SCP Apr-Ju		7,725.00
Total for Check Number 135132:				7,725.00
135133	FIS1188	NENITA S. FISH	05/19/2022	
	NF42522	Payment for beginning quilters classes-Winter/Sj		238.00
Total for Check Number 135133:				238.00
135134	fro13927	FRONTIER	05/19/2022	
	5/9/22	City Hall frame relay port May		71.17
Total for Check Number 135134:				71.17
135135	GRE1360	GREAT SCOTT TREE SERVICE, INC	05/19/2022	
	121596	Tree Trimming FY 21/22 (10%) Apr		152.30
	121596	Tree Trimming FY 21/22 (90%) Apr		1,370.70
Total for Check Number 135135:				1,523.00
135136	hdl13965	HDL SOFTWARE, LLC	05/19/2022	
	SIN014682	Payment Services/October 2021		95.75
	SIN016608	Payment Services/February 2022		226.38
Total for Check Number 135136:				322.13
135137	HOM1491	HOME DEPOT CREDIT SERVICES	05/19/2022	
	5013904	Plumbing tool		433.91
	5472142	Bathroom water heater @SCP		650.88
	9012122	Supplies for repairs at Stanton Park		320.38
Total for Check Number 135137:				1,405.17
135138	int16247	INTERNAL REVENUE SERVICE	05/19/2022	
	PPE 05/07/2022	Wage Garnishment PPE 5/7/2022		161.00
Total for Check Number 135138:				161.00
135139	inf1555	IRC, INC	05/19/2022	
	2022040017	Background Checks from 4/1/2022-5/1/2022		458.01
Total for Check Number 135139:				458.01
135140	hun12150	JOHN L. HUNTER & ASSOCIATES, INC	05/19/2022	
	STA1FOG12202	FOG-Feb 2022		1,032.50
	STA1MS412202	NPDES-Feb 2022		4,478.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135140:				5,511.25
135141	lif16289 25340/25930	LIFE CHRISTIAN CHURCH OF ORANG Refund deposit Life Christian Church 4/5,12,19,	05/19/2022	2,800.00
Total for Check Number 135141:				2,800.00
135142	MAC16238 2022-041	TOMAS MACEDO Refund deposit #2022-041 Tomas Macedo 1065:	05/19/2022	311.85
Total for Check Number 135142:				311.85
135143	MER12502 667036 667036 667037 668345 668345	MERCHANTS BUILDING MAINTENAN Janitorial Services at FRC for May 2022 Janitorial Services at City Hall for May 2022 Dotson Park Restrooms-disinfecting to mitigate Covid 19 mitigation-Disinfect & Sanitation of C Covid 19 mitigation-Disinfect & Sanitation of C	05/19/2022	303.59 1,482.22 324.00 552.00 507.00
Total for Check Number 135143:				3,168.81
135144	NAT2050 32386	NATIONWIDE ENVIRONMENTAL SVC Sweeper Services for May 2022	05/19/2022	11,607.73
Total for Check Number 135144:				11,607.73
135145	noa16033 NN42522	NICANOR NOA Payment for youth and adult tennis classes-Wint	05/19/2022	1,925.00
Total for Check Number 135145:				1,925.00
135146	pac12100 8461	PACIFIC ENVIRONMENTAL Asbestos and lead inspection for 8861 Pacific	05/19/2022	2,995.00
Total for Check Number 135146:				2,995.00
135147	pha12971 50601	PARS MAR 2022/Pars/Administrator Services	05/19/2022	478.03
Total for Check Number 135147:				478.03
135148	PET14941 23493704	PETS BEST Pet Insurance April 2022	05/19/2022	230.29
Total for Check Number 135148:				230.29
135149	PSI11874 33821	PSI 1 gal container of Taginator and 1 of Tag Spay	05/19/2022	483.94
Total for Check Number 135149:				483.94
135150	PYR12632 183558	PYRO-COMM SYSTEMS INC. Quarterly Monitoring Fees-Fire Alarm @ Sheriff	05/19/2022	135.00
Total for Check Number 135150:				135.00
135151	qua15782 2022-02-PR 2022-03 2022-04-PR 2022-05	QUALITY MANAGEMENT GROUP, INC CM & Maintenance Salaries for Tina Pacific Dev Property Management for Tina Pacific Developn CM & Maintenance Salaries for Tina Pacific Dev Property Management for Tina Pacific Developn	05/19/2022	8,016.66 6,250.00 8,016.66 6,250.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135151:				28,533.32
135152	RAD15570 1637	RADAR ENVIRONMENTAL Disposal of HHW at the City Yard	05/19/2022	2,625.00
Total for Check Number 135152:				2,625.00
135153	RED2467 21201 21206	RED BALL HARDWARE Supplies need for repairs in the city for April Supplies need for repairs in the city for April	05/19/2022	108.80 84.36
Total for Check Number 135153:				193.16
135154	SKY16010 SSA42522	SKYHAWKS SPORTS ACADEMY LLC Payment for youth sports classes and camps-Win	05/19/2022	3,181.50
Total for Check Number 135154:				3,181.50
135155	soc2734 05/02/2022 05/02/2022 05/03/22 05/03/22 05/05/2022 05/09/2022 05/09/2022 05/09/2022 05/10/2022	SO CAL EDISON Electric Service-Medians Apr Electric Service-Building Apr Electric Svc-Signals Apr Stanton District Light Apr Stanton District Light Apr Electric Service-Parks Apr Electric Service-SCP Apr Electric Service-Signals Apr Electric Svc/Tina Pacific	05/19/2022	18.06 9,101.56 857.66 17.47 16,043.99 285.89 2,342.21 69.69 344.92
Total for Check Number 135155:				29,081.45
135156	GAS1282 05/04/2022 5/3/2022	SOCALGAS Gas Services Corp Yard April 7855 Katella St-Annex	05/19/2022	48.99 627.40
Total for Check Number 135156:				676.39
135157	SOU11880 3988542	SOUTH COAST A.Q.M.D Hot Spots Program-AQMD fees July 2021-June	05/19/2022	143.88
Total for Check Number 135157:				143.88
135158	SPE14381 0012363050122	SPECTRUM May-22/Spectrum TV	05/19/2022	97.49
Total for Check Number 135158:				97.49
135159	STA16013 RS42522	RACHEL STANLEY Payment for adult yoga classes-Winter/Spring 20	05/19/2022	441.00
Total for Check Number 135159:				441.00
135160	sta2817 1641717041 1641717041 1641717041 1641717041 1641717041 1641717041 1641717041 1641717041	STAPLES BUSINESS CREDIT Office Supply/Code Enf/Shredder Office Supplies/City Council Council Supplies/Coffee Supplies Office Supplies/Human Resources Supplies/Building Maintenance Office Supplies/Comm Svcs Office Supplies/SCP (3) Ink Cart/CYM	05/19/2022	75.20 72.90 115.66 44.62 583.77 140.05 134.91 228.06

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135160:				1,395.17
135161	THO13835 31885615	THOMSON INC Inspection of HVAC at City Hall	05/19/2022	90.00
Total for Check Number 135161:				90.00
135162	TOW14437 18412	TOWNSEND PUBLIC AFFAIRS, INC May-2022/Public Advocacy/Consulting Svcs	05/19/2022	4,000.00
Total for Check Number 135162:				4,000.00
135163	tur2970 37418 37419	TURBO DATA SYSTEMS INC April-22/Parking Citation Processing April-22/Admin Citation Processing	05/19/2022	2,308.01 1,254.84
Total for Check Number 135163:				3,562.85
135164	VAN13002 9555 9555	VAN RY MAINTENANCE Floor Service SCSC Center-March 2022 Floor service Civic Center-2x March 2022	05/19/2022	125.00 450.00
Total for Check Number 135164:				575.00
135165	VEN13764 2502581-IN	VENCO WESTERN INC Backflow testing	05/19/2022	440.00
Total for Check Number 135165:				440.00
135166	vil14804 AV42522	ARACELY VILLARUEL Payment for ballet folklorico classes-Winter/Spri	05/19/2022	1,820.00
Total for Check Number 135166:				1,820.00
135167	wei16219 0783	BRENDA WEINER Temporary Rental Assistance-Robyn Mothland/J	05/19/2022	1,880.00
Total for Check Number 135167:				1,880.00
135168	XPR15487 3142 3142 3142 3142 3142 3142 3142 3142 3142	XPRESS URGENT CARE STANTON Pre-Employment Exams/Silwal Pre-Employment Exams/Barnes Volunteer TB Test/Tang Pre-Employment Exams/Tran Pre-Employment Exams/Yanez Pre-Employment Exams/Castellanos Pre-Employment Exams/Cho Pre-Employment Exams/De Loera Pre-Employment Exams/Armenta	05/19/2022	120.00 120.00 100.00 120.00 120.00 120.00 120.00 120.00 120.00 120.00
Total for Check Number 135168:				1,060.00
135169	bau16317 06/03/2022 5/17/2022	GLENN P BAUER Temporary Rental Assistance-Robert Silver/June Temporary Rental Assistance-Robert Silver/May	05/26/2022	780.00 377.42
Total for Check Number 135169:				1,157.42
135170	int16247 PPE 5/21/2022	INTERNAL REVENUE SERVICE Wage Garnishment PPE 05/21/2022	05/26/2022	161.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135170:				161.00
135171	mad15269 05/13/22	MAD SCIENCE Kids Night Out Event on 5/27/22	05/26/2022	240.00
Total for Check Number 135171:				240.00
135172	abs16273 REV2020105005	ABSOLUTE SECURITY INTERNATIONAL, Security Hall Rentals on 4/2,4/3,4/10,4/15,4/17,4	06/02/2022	2,794.00
Total for Check Number 135172:				2,794.00
135173	all228 77243	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services 4/17/22-4/30/22	06/02/2022	1,446.00
Total for Check Number 135173:				1,446.00
135174	all11857 5.23.22	ALLIANT INSURANCE SERVICES INC Payment for January-March 2022 Insurance (Arr	06/02/2022	34.00
Total for Check Number 135174:				34.00
135175	amb16316 34811043022	AMBRY GENETICS CORPORATION Covid-19 Testing/Telehealth fee for 87 tests	06/02/2022	696.00
Total for Check Number 135175:				696.00
135176	ari16324 2022-202	RAMON ARIAS Refund Permit # 2022-202 Ramon Arias 8593 C	06/02/2022	270.00
Total for Check Number 135176:				270.00
135177	att377 05/15/2022 05/15/2022 05/15/2022	AT&T Cerritos/Dale-Apr 714-826-1129 Cerritos/Knott-Apr 714-236-0402 Cerritos/Magnolia-Apr 714-826-1762	06/02/2022	22.37 22.37 22.39
Total for Check Number 135177:				67.13
135178	ber16327 26295	LOREEN BERLIN Refund deposit Loreen Berlin 5/20/22 Civic Ban	06/02/2022	500.00
Total for Check Number 135178:				500.00
135179	bru16318 1425	ALAN MATTHEW BRUNI FaCT-Entertainment for Family Game Night on	06/02/2022	350.00
Total for Check Number 135179:				350.00
135180	c3o13388 146853 147039	C3 TECHNOLOGY SERVICES FRC Sharp Copier/Toner/Maintenance 2/9/22 to Front/CR Sharp Copiers/Toner/Maintenance 4/1:	06/02/2022	59.24 506.39
Total for Check Number 135180:				565.63
135181	cas685 SL221072	CA ST TRANSPORTATION DEPT City of Stanton's portion of Signals and Lighting	06/02/2022	4,839.69
Total for Check Number 135181:				4,839.69
135182	cam607 1483145-00	CAMERON WELDING SUPPLY Welding supplies for City Yard	06/02/2022	122.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135182:				122.18
135183	cmr799 06/16/2022	CMRTA CMRTA Meeting	06/02/2022	40.00
Total for Check Number 135183:				40.00
135184	col15604 51751	COLANTUONO, HIGHSMITH & WHATI APR-22/Legal Svcs for Collection of UUT	06/02/2022	147.81
Total for Check Number 135184:				147.81
135185	csu14679 AR171906	CSU FULLERTON ASC Regional CBO-Focus Area #1-Mar 2022	06/02/2022	7,049.46
Total for Check Number 135185:				7,049.46
135186	dan13749 2021-565	THONY T DANG Refund deposit 2021-565 ADU project 7864 Joe	06/02/2022	1,950.00
Total for Check Number 135186:				1,950.00
135187	eco16008 36736R	ECONOLITE SYSTEMS, INC FY 20/21 Citywide Traffic Signal Equipment imj	06/02/2022	5,489.19
Total for Check Number 135187:				5,489.19
135188	fon16326 2022-056	FONTAINE WEATHER PROOFING INC Refund permit #2022-056 Fontaine Weather Pro	06/02/2022	300.00
Total for Check Number 135188:				300.00
135189	g2c16278 220422-FS-rev1 Retention #1	G2 CONSTRUCTION, INC To install catch basin retractable screens and con Retention of 5%	06/02/2022	103,991.00 -5,199.55
Total for Check Number 135189:				98,791.45
135190	hdl13965 SIN017533	HDL SOFTWARE, LLC Payment Services/March 2022	06/02/2022	635.82
Total for Check Number 135190:				635.82
135191	her16321 2022-212	RICHARD HERMAN Refund permit#2022-212 Richard Herman 8251	06/02/2022	375.00
Total for Check Number 135191:				375.00
135192	her15003 25786	ABEL HERNANDEZ Refund #25786 for security overpayment Abel H	06/02/2022	215.02
Total for Check Number 135192:				215.02
135193	ktg15871 0167538	KTGY GROUP, INC Prep Town Center Specific Plan/12-Feb - 11 Mar	06/02/2022	1,947.50
Total for Check Number 135193:				1,947.50
135194	lif16289 25930	LIFE CHRISTIAN CHURCH OF ORANG Refund #25930 for security overpayment Life Cl	06/02/2022	189.92

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 135194:				189.92
135195	lut16328 25509	ANGELICA LUTACK Refund Angelica Lutack due to credit card is no	06/02/2022	150.00
Total for Check Number 135195:				150.00
135196	min15024 34394	MINUTEMAN PRESS (250) Business Cards/J. Zambrano/Permit Tech	06/02/2022	48.89
Total for Check Number 135196:				48.89
135197	psi11874 33896	PSI repairs to graffiti truck pressure washer	06/02/2022	2,388.74
Total for Check Number 135197:				2,388.74
135198	rey16320 9444	ROBERT REYES Refund permit # 9444 Robert Reyes 10201 Yana	06/02/2022	4,530.00
Total for Check Number 135198:				4,530.00
135199	rjm2515 34999	RJM DESIGN GROUP INC Consulting services for the Dog Park Design Pro	06/02/2022	16,445.32
Total for Check Number 135199:				16,445.32
135200	soc2734 05/16/2022	SO CAL EDISON Electric Service-Building Apr	06/02/2022	2,773.20
Total for Check Number 135200:				2,773.20
135201	bcn14064 132179010	SOLEX - FUSION APR-22/LAN lines for City Hall/FRC/Corp Yarc	06/02/2022	1,296.00
Total for Check Number 135201:				1,296.00
135202	spa15432 4096775 052022	SPARKLETTS May-22/Breakroom Water Delivery	06/02/2022	159.70
Total for Check Number 135202:				159.70
135203	tra16319 2021-623P 2021-623P	HUY TRAN Refund permit # 2021-623P overcharged Huy Tr Refund permit # 2021-623P overcharged Huy Tr	06/02/2022	115.06 6.05
Total for Check Number 135203:				121.11
135204	tra13574 2022-184 2022-194	NHAT TRAN Refund #2022-184 Nhat Tran reroof project1053 Refund #2022-194 Nhat Tran reroof project1082	06/02/2022	510.00 390.00
Total for Check Number 135204:				900.00
135205	tra16323 2021-787 2021-787	THANG TRAN Refund permit # 2021-787 Overcharged Thang T Refund permit # 2021-787 Overcharged Thang T	06/02/2022	1,160.41 61.07
Total for Check Number 135205:				1,221.48
135206	tri16322 2021-594	DANNY TRIEU Refund permit # 2021-594 Overcharged Danny T	06/02/2022	400.69

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2021-594	Refund permit # 2021-594 Overcharged Danny 1		21.09
			Total for Check Number 135206:	421.78
135207	tri16325 9804	THACH QUANG TRINH Refund Permit # 9804 Thach Quang Trinh 7882	06/02/2022	2,400.00
			Total for Check Number 135207:	2,400.00
135208	ver3059 9906641377 9906641378	VERIZON WIRELESS Mobile/Data Plans/Hotspots 04/17/22-05/16/22 Mobile/Data Plans/Hotspots 04/17/22-05/16/22	06/02/2022	771.59 965.60
			Total for Check Number 135208:	1,737.19
135209	vis3077 2022-530190-00	VISTA PAINT CORP Paint Supplies-Graffiti	06/02/2022	170.31
			Total for Check Number 135209:	170.31
135210	wag13143 INV3774357 INV3774357	WAGEWORKS APR2022/Administration Fee APR2022/Compliance Fee	06/02/2022	78.00 50.00
			Total for Check Number 135210:	128.00
135211	wil12778 010-51318 010-51318	WILLDAN FINANCIAL SERVICES Professional Services Rendered through April 30 Professional Services Rendered through April 30	06/02/2022	626.00 114.00
			Total for Check Number 135211:	740.00
135212	ZAV14270 02/15/2022	JESSE ZAVALA Tuition Reimbursement/Jesse Zavala	06/02/2022	1,250.00
			Total for Check Number 135212:	1,250.00
			Report Total (141 checks):	1,807,198.87

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING MAY 10, 2022

1. CALL TO ORDER / CLOSED SESSION

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

2. ROLL CALL

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

Absent: Mayor/Chairman Shawver.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

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

Mayor / Chairman Shawver arrived at 6:01 p.m.

**4A. PUBLIC EMPLOYEE APPOINTMENT
(Pursuant to Government Code Section 54957)**

Title: Interim City Manager

**4B. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code Section 54957.6)**

Agency Designated Representative: Mayor

Unrepresented Employee: Interim City Manager

**4C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(Pursuant to Government Code Section 54957.6)**

Title: City Manager

DRAFT

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

The meetings were called to order at 6:35 p.m. by Mayor / Chairman Shawver.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 6:00 to 6:30 p.m.

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

6. ROLL CALL

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

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Mr. Joe Ames, Public Works Director / City Engineer.

8. SPECIAL PRESENTATIONS AND AWARDS

- A.** Presentation of Certificate of Recognition honoring Orange County Sheriff's Department Deputy Eric Peevey for his heroic and professional work ethic and on being selected by the Orange County Auto Theft Task Force as the second-place winner for the most stolen vehicle recoveries and arrest of the vehicle theft suspects.

Orange County Sheriff's Department Deputy Eric Peevey recognized and honored by:

- Mayor and City Council Members, Stanton
- Captain Cruz Alday, Orange County Sheriff's Department
- Office of Assemblywoman Sharon Quirk-Silva, District 65
- Office of Congressman Alan Lowenthal, District 47

Introduction of Orange County Sheriff's Department, Crime Prevention Specialist Sarah Shirvany to the City Council.

- B.** Presentation by Mr. Adam Eliason, Orange County Housing Finance Trust sharing their mission with the City Council and providing information on their current operations.

DRAFT

9. CONSENT CALENDAR

Motion/Second: Taylor/Van

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

Motion unanimously carried:

CONSENT CALENDAR

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated April 8, 2022 – April 21, 2022, in the amount of \$2,665,207.79.

9C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Special & Joint Regular Meeting – April 26, 2022.

DRAFT

9D. RESOLUTION ADOPTING THE LIST OF PROJECTS FOR FISCAL YEAR 2022-2023 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 2022-23.

1. The City Council declared 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. Adopted Resolution No. 2022-21, entitled:

"RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017".

9E. APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM

The Orange County Transportation Authority (OCTA) has issued a call for projects for the Environmental Cleanup Program (ECP), Tier 1 Grant. The City of Stanton is requesting approximately \$56,000 in funds from OCTA to purchase and install catch basin connector pipe screens to keep trash from reaching local waterways.

1. The City Council declared that the project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle, and pedestrian trails, and similar facilities; and
2. Adopted Resolution No. 2022-23 authorizing the application of funds for the Environmental Cleanup, Tier 1 Grant Program entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON AUTHORIZING AN APPLICATION FOR FUNDS FOR THE ENVIRONMENTAL CLEANUP, TIER 1 GRANT PROGRAM UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR STANTON CATCH BASIN FULL TRASH CAPTURE SYSTEM INSTALLATIONS – 2022"; and

3. Authorized the Public Works Director to sign the 2022 Tier 1 Call for Projects Application for Funding.

DRAFT

9F. MARCH 2022 INVESTMENT REPORT

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

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

9G. MARCH 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

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

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

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

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

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

DRAFT

9I. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

The existing resolution authorizing deposits and withdrawals of monies in LAIF, required by Section 16429.1 of the Government Code, needs to be updated to include the Finance Director.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopted Resolution No. 2022-20, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND."

9J. RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

The existing resolution authorizing deposits and withdrawals of monies in LAIF, required by Section 16429.1 of the Government Code, needs to be updated to include the Finance Director.

1. The Stanton Housing Authority finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopted Resolution No. SHA 2022-01, entitled:

"A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND."

DRAFT

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

The attached First Amendment to the Agreement for Family Resource Center Services would increase the overall amount of annual funding from \$300,000 per year to \$370,800.

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

9L. UPDATE ON BONANNI CLOUD HOUSE PROJECT LOCATED AT 12331-12435 BEACH BOULEVARD

In September and October of 2020, the City Council approved a Zoning Code amendment, development agreement, Planned Development Permit, and a Site Plan and Design Review (collectively the "Entitlements") for the development of a new 321 multifamily apartment community at a 3.75 acre site located at 12331-12435 Beach Boulevard (the "Cloud House Project").¹ The application was submitted as "Bonanni Development," and the parties intend to clarify in the Entitlements that the applicant title is "Bonanni Development Company, LLC, a California limited liability company." Additionally, the developer recently informed the City that it would be assigning the Entitlements to Stanton 2.0 LLC, which is also controlled by the Bonanni team.

The clarification to the documents and the assignment can be done administratively. Staff prepared this report to keep the City Council and members of the public apprised of these recent Cloud House Project developments.

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

¹ The Project entitlements include: Zoning Code Amendment ZCA 20-01, Development Agreement (DA 20-03), Planned Development Permit PDP 20-04, and a Site Plan and Design Review SPDR-807.

DRAFT

9M. RENEWAL OF AUTHORIZATION FOR VIRTUAL PUBLIC MEETINGS PURSUANT TO AB 361

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

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

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS

11A. CITY OF STANTON'S AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION OF FUNDS REVIEW AND UPDATE

Staff will provide an American Rescue Plan Act (ARPA) presentation to provide the City Council with an update and review of the City's ARPA allocation plans. In addition, staff is recommending the City Council shift the funding source for the City's funding commitment of the permanent supportive housing project located at the Riviera Motel from the ARPA Fund (#257) to the Housing Authority Fund (#285).

Staff report by Ms. Soo E. Kang, Assistant to the City Manager.

DRAFT

Motion/Second: Van/Taylor

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

Motion unanimously carried:

1. The City Council declared that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Received and filed the presentation; and
3. Approved an appropriation to reallocate the City's \$2,500,000 Homekey Project funding commitment regarding the Riviera Motel acquisition (Task Code 2022-832) from the ARPA Fund (#257) to the Housing Authority Fund (#285); and
4. Directed City Staff to allocate unencumbered ARPA funds to specified unfunded projects, based on the priorities identified by the City Council.

12. NEW BUSINESS

12A. INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

For consideration is the Interim City Manager Employment Agreement between the City and Zenia Bobadilla for the position of Interim City Manager.

Staff report by Ms. HongDao Nguyen, City Attorney.

Motion/Second: Shawver/Ramirez

ROLL CALL VOTE:	Council Member Taylor	AYE
	Council Member Van	AYE
	Council Member Warren	AYE
	Mayor Pro Tem Ramirez	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)(2) - continuing administrative or maintenance activities, such as purchase of supplies, personnel-related actions, general policy and procedures making; and

DRAFT

2. Authorized the Mayor to approve and execute the Interim City Manager Employment Agreement with Zenia Bobadilla; and
3. Adopted Resolution No. 2022-22 amending the Employee Benefits and Salary Rates, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REGARDING EMPLOYEE BENEFITS AND SALARY RATES FOR ALL CLASSES OF EMPLOYMENT”.

13. **ORAL COMMUNICATIONS – PUBLIC** None.
14. **WRITTEN COMMUNICATIONS** None.
15. **MAYOR/CHAIRMAN/COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS**
- 15A. **COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS**
 - Council Member Taylor reported that Orange County Mosquito and Vector Control District will be opening an interactive exhibit at the Discovery Cube in Santa Ana. Visitors will be able to take part in an Inspector Training Course and go on an adventure in a simulated backyard to find and eliminate invading vectors (mosquitoes, rodents, flies and ants) and vector-borne diseases.
 - Mayor Shawver reported on an upcoming drive thru food and diaper distribution event, which is scheduled to be held on May 21, 2022, from 9 a.m. to 1 p.m. at Stanton Park.
- 15B. **COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING**

Mayor Shawver requested to agendize discussion regarding the management, guidelines (local / state / federal), and inspections of methadone clinics within the Stanton city limits.
- 15C. **COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION**

None.

DRAFT

15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CITY'S ALTERNATIVE RESOURCES TO ASSIST IN ENFORCING ANTI-CAMPING LAWS WITHIN STANTON

At the April 26, 2022, City Council meeting, Council Member Taylor requested that this item be agendaized for discussion. Council Member Taylor is requesting to discuss the City's alternative resources to assist in enforcing anti-camping laws within Stanton, ensuring the use of all of the City's available resources to enforce its laws.

Presentation by Council Member Taylor.

- Continue to offer and assist with dignity and respect persons who need and will accept shelter, enforcement of anti-camping and trespassing laws, shelter types/options, daily shopping cart enforcement, night personnel to patrol and report issues to the non-emergency Sheriff's number, creation of business cards with a listing of resources on the back ("See it, Report it" / Orange County Sheriff's Department non-emergency phone number / Graffiti Hotline number / report persons camping or blocking public right of ways / suspicious persons or activity / report persons on the railroad right of ways), possibly raise and strengthen the fence around Stanton Central Park, alternative parking options for Stanton Park, placement of no trespassing signs on the railroad right of ways, and remove bus benches in certain areas along Beach Boulevard and Garden Grove Boulevard.

The City Council received and filed the report and staff will proceed with research on the City's alternative resources to assist in enforcing anti-camping laws within Stanton City limits.

15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CITY WORKING WITH ITS BUSINESS OWNERS TO IMPROVE PUBLIC SAFETY WITHIN STANTON

At the April 26, 2022, City Council meeting, Council Member Warren requested that this item be agendaized for discussion. Council Member Warren is requesting to discuss the City leading/hosting a meeting with its business owners to work in unison to improve public safety within Stanton.

Presentation by Council Member Warren.

- Due to the COVID-19 pandemic, the City has been unable to visit with its local businesses. Council Member Warren would like to reconstitute the Stanton Business Alliance and reestablish the hosting of quarterly business meetings, providing Stanton businesses with a platform and ease of accessibility to meet with city staff, the City Council, and the Orange County Sheriff's Department to discuss public safety and any other matters of concern or interest.

The City Council received and filed the report and staff will continue with the reconstitution of the Stanton Business Alliance.

DRAFT

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

The City Council expressed their gratitude to outgoing City Manager, Jarad L. Hildenbrand for his time as City Manager and extended to him their appreciation and best wishes for continued success.

17A. ORANGE COUNTY FIRE AUTHORITY

Chief Steve Dohman provided the City Council with an update on their current operations.

- Chief Steve Dohman introduced Division 7 Administrative Captain Michael Yeun to the City Council.

The members of the Stanton City Council / Successor Agency / Housing Authority of the City of Stanton proceeded into closed session at 7:59 p.m.

The City Council / Successor Agency / Housing Authority reconvened in open session at 9:01 p.m.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 7:59 to 9:01 p.m.

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

18. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 9:01 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE CITY OF STANTON JOINT SPECIAL MEETING MAY 12, 2022

1. CALL TO ORDER

The meeting was called to order at 10:01 a.m. by Mayor/Chairman Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Mayor/Chairman David J. Shawver.

3. ROLL CALL

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

Absent: Council/Agency/Authority Member Van.

Excused: None.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

6. CLOSED SESSION

The members of the City Council/Successor Agency/Housing Authority of the City of Stanton proceeded to closed session at 10:02 a.m. for discussion regarding:

Council/Agency/Authority Member Van arrived at 10:06 a.m.

6A. PUBLIC EMPLOYEE APPOINTMENT (Pursuant to Government Code Section 54957)

Title: City Manager

6B. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code Section 54957.6)

Agency Designated Representative: Mayor

Unrepresented Employee: City Manager

DRAFT

7. CALL TO ORDER / SPECIAL JOINT CITY COUNCIL MEETING

The meeting was called to order at 11:20 a.m. by Mayor/Chairman Shawver.

The City Council/Successor Agency/Housing Authority reconvened in open session at 11:20 a.m.

The City Attorney/Agency Counsel Ms. HongDao Nguyen reported that the Stanton City Council/Successor Agency/Housing Authority met in closed session from 10:02 a.m. to 11:20 a.m.

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

8. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 11:21 a.m.

MAYOR

ATTEST:

CITY CLERK

DRAFT

MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE
CITY OF STANTON
JOINT SPECIAL MEETING MAY 24, 2022
STANTON CENTRAL PARK, 10660 WESTERN AVENUE, STANTON, CA

1. CALL TO ORDER

The meeting was called to order at 8:30 a.m. by Mayor/Chairman Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Mayor/Chairman David J. Shawver.

3. ROLL CALL

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

Absent: None.

Excused: None.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

6. CLOSED SESSION

The members of the City Council/Successor Agency/Housing Authority of the City of Stanton proceeded to closed session at 8:30 a.m. for discussion regarding:

**6A. PUBLIC EMPLOYEE APPOINTMENT
(Pursuant to Government Code Section 54957)**

Title: City Manager

**6B. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code Section 54957.6)**

Agency Designated Representative: Mayor

Unrepresented Employee: City Manager

DRAFT

7. CALL TO ORDER / SPECIAL JOINT CITY COUNCIL MEETING

The meeting was called to order at 1:10 p.m. by Mayor/Chairman Shawver.

The City Council/Successor Agency/Housing Authority reconvened in open session at 1:10 p.m.

The City Attorney/Agency Counsel Ms. HongDao Nguyen reported that the Stanton City Council/Successor Agency/Housing Authority met in closed session from 8:30 a.m. to 1:10 p.m.

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

8. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 1:10 p.m.

MAYOR

ATTEST:

CITY CLERK

DRAFT

MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE CITY OF STANTON JOINT SPECIAL- STUDY SESSION MEETING MAY 24, 2022

1. CALL TO ORDER

The meeting was called to order at 4:01 p.m. by Mayor/Chairman Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Captain Cruz Alday, Orange County Sheriff's Department.

3. ROLL CALL

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

Absent: None.

Excused: Council/Agency/Authority Member Warren and Mayor Pro Tem/Vice Chairman Ramirez.

SPECIAL ORDERS OF THE DAY

4. NEW BUSINESS

4A. INTRODUCTION OF THE PROPOSED FISCAL YEAR 2022/23 OPERATING AND CAPITAL BUDGET

This report is prepared to provide the City Council with an opportunity to review and provide input to the Proposed Fiscal Year 2022/23 Operating and Capital Budget. The accompanying attachments are organized as follows:

- The ***Budget Summary by Fund (Attachment A)*** summarizes the impact of the proposed revenues and expenditures to estimate the projected fund balances on June 30, 2023.
- The ***Budgets by Fund (Attachment B)*** provide a detail of the proposed budget for each fund by account number. These schedules also include the following for comparison purposes: the Fiscal Year 2020/21 actuals; the Fiscal Year 2021/22 Adopted Budget, the Fiscal Year 2021/22 Amended Budget (as of the Mid-Year Budget Review in March).

DRAFT

- Finally, **Attachment C** provides a summary of the City's planned 7-Year Capital Improvement Program (CIP) for Fiscal Years 2022/23 through 2028/29 (Attachment C, page 1); a **Capital Improvement Program by Funding Source** for Fiscal Year 2022/23 (Attachment C, page 2); and a project sheet describing each project included in the proposed CIP (Attachment C, pages 3 through 10).

Staff report by Ms. Michelle Bannigan, Finance Director.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Proposed Fiscal Year 2022/23 Operating and Capital Budget, and provided direction for adjustments, as applicable, for budget adoption at a second public meeting scheduled for June 14, 2022.

8. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 5:49 p.m.

MAYOR

ATTEST:

CITY CLERK

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING MAY 24, 2022

1. CALL TO ORDER / CLOSED SESSION

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

2. ROLL CALL

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

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the City Council / Successor Agency / Housing Authority of the City of Stanton proceeded to closed session at 6:01 p.m. for discussion regarding:

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

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)
8840 Tina Way, Anaheim, CA (APN 126-481-02)
8850 Tina Way, Anaheim, CA (APN 126-481-03)
8860 Tina Way, Anaheim, CA (APN 126-481-04)
8870 Tina Way, Anaheim, CA (APN 126-481-05)
8880 Tina Way, Anaheim, CA (APN 126-481-06)
8890 Tina Way, Anaheim, CA (APN 126-481-07)
8900 Tina Way, Anaheim, CA (APN 126-481-08)
8910 Tina Way, Anaheim, CA (APN 126-481-09)
8920 Tina Way, Anaheim, CA (APN 126-481-10)
8930 Tina Way, Anaheim, CA (APN 126-481-11)
8940 Tina Way, Anaheim, CA (APN 126-481-12)
8950 Tina Way, Anaheim, CA (APN 126-481-13)
8960 Tina Way, Anaheim, CA (APN 126-481-14)
8970 Tina Way, Anaheim, CA (APN 126-481-15)
8841 Pacific Avenue, Anaheim, CA (APN 126-481-29)
8851 Pacific Avenue, Anaheim, CA (APN 126-481-28)

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

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

DRAFT

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

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

6. ROLL CALL

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

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Ms. Zenia Bobadilla, Interim City Manager.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 6:01 to 6:30 p.m.

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

8. SPECIAL PRESENTATIONS AND AWARDS

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

9. CONSENT CALENDAR

Motion/Second: Ramirez/Van

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

Motion unanimously carried:

DRAFT

CONSENT CALENDAR

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated April 22, 2022 – May 5, 2022, in the amount of \$395,683.23.

9C. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2022-23

On April 12, 2022, the City Council adopted Resolution No. 2022-18, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would preliminarily approve the report.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopted Resolution No. 2022-28, preliminarily approving the Engineer's Report for the annual level of assessments for the Stanton Lighting and Landscaping District No. 1 for Fiscal Year 2022-23, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S REPORT FOR THE ANNUAL LEVY OF ASSESSMENTS FOR STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR THE FISCAL YEAR BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023."

DRAFT

9D. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF LIGHTING AND LANDSCAPING WITHIN THE BOUNDARIES OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2022-23 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

On April 12, 2022, the City Council adopted Resolution No. 2022-18, initiating proceedings for the annual levy of assessments and ordered the Engineer to prepare a report in accordance with Section 22565 et seq. of the State of California Streets and Highways Code. The Engineer has filed a report with the City Clerk in compliance with Council direction. The proposed resolution would declare the City Council's intention to levy and collect the assessments and set the required public hearing for Tuesday, June 28, 2022.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly, or indirectly); and
2. Adopted Resolution No. 2022-29, declaring its intention to levy and collect the annual assessments for Stanton Lighting and Landscaping District No. 1, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR IMPROVEMENT, MAINTENANCE, AND SERVICING OF THE TERRITORY INCLUDED IN THE STANTON LIGHTING AND LANDSCAPING DISTRICT NO. 1 FOR FISCAL YEAR 2022-23 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND APPOINTING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO";
and

3. Scheduled the public hearing to consider the assessments for Fiscal Year 2022-23 on June 28, 2022.

DRAFT

9E. RESOLUTIONS OF THE CITY COUNCIL OF THE CITY OF STANTON, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION, REQUESTING THE BOARD OF SUPERVISORS TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION AND ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS

The General Election, including Stanton's Municipal Election, will be held on Tuesday, November 8, 2022. It is City policy to consolidate the local election with that of the County of Orange. In order to enable such consolidation, it is necessary to adopt Resolutions calling for the holding of a general municipal election and requesting consolidation. Additionally, it is necessary to adopt a Resolution pertaining to materials prepared by any candidate for a municipal election, including costs of candidate statements.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. The City Council adopted Resolution No. 2022-25, Calling for the Holding of a General Municipal Election to be held on November 8, 2022, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022 FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES";
and

3. The City Council adopted Resolution No. 2022-26, Requesting the Board of Supervisors to Consolidate with the Statewide General Election to be held on November 8, 2022, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THAT DATE PURSUANT TO SECTION 10403 OF THE ELECTIONS CODE"; and

4. The City Council adopted Resolution No. 2022-27, Adopting Regulations for Candidates for Elective Office Pertaining to Candidate Statements Submitted to the Voters, entitled:

DRAFT

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022”.

9F. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR CITYWIDE PARKS MASTER PLAN AND APPROPRIATION OF FUNDS

The proposed action will award a contract to RJM Design Group to develop a comprehensive Parks Master Plan, including a framework for the planning, development and maintenance of Stanton parks and recreation facilities. In addition, staff is requesting an appropriation of \$180,000 from the American Rescue Plan Act (ARPA) Fund (#257) for the Park Master Plan project (Project No. 2021-201).

1. The City Council declared that the project is not subject to CEQA in accordance with 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. Approved a Professional Services Agreement with RJM Design Group to develop a Parks Master Plan; and
3. Authorized the Interim City Manager to execute the Professional Services Agreement; and
4. Unfunded the existing \$100,870 project budget from the Park In Lieu Fees Fund (#310) and appropriate \$180,000 from the ARPA Fund.

END OF CONSENT CALENDAR

- | | |
|---|-------|
| 10. PUBLIC HEARINGS | None. |
| 11. UNFINISHED BUSINESS | None. |
| 12. NEW BUSINESS | None. |
| 13. ORAL COMMUNICATIONS – PUBLIC | None. |
| 14. WRITTEN COMMUNICATIONS | None. |

DRAFT

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

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

Mayor Shawver reported on the success of the drive thru food and diaper distribution event, which was held on May 21, 2022, at Stanton Park.

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

None.

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

None.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Ms. Zenia Bobadilla, Interim City Manager reported that the water features and splash pads at both Harry M. Dotson Park and Stanton Central Park will open its seasonal run on Memorial Day and will end on Labor Day.
- Ms. Zenia Bobadilla, Interim City Manager reported on the success of the City of Stanton's "Building a Brighter Future" Art Exhibit, which was held on May 21, 2022 at Stanton Central Park.

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

Captain Cruz Alday provided the City Council with an update on their current operations.

The City Council presented Captain Cruz Alday with a certificate of recognition for his service to the City of Stanton as Chief of Police.

The City Council expressed their gratitude to Captain Cruz Alday for his time as Chief of Police with the City and extended to him their appreciation and best wishes for continued success.

DRAFT

18. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 6:58 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE
CITY OF STANTON
JOINT SPECIAL MEETING MAY 25, 2022
STANTON CENTRAL PARK, 10660 WESTERN AVENUE, STANTON, CA

1. CALL TO ORDER

The meeting was called to order at 8:30 a.m. by Mayor/Chairman Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Mayor/Chairman David J. Shawver.

3. ROLL CALL

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

Absent: None.

Excused: None.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

6. CLOSED SESSION

The members of the City Council/Successor Agency/Housing Authority of the City of Stanton proceeded to closed session at 8:30 a.m. for discussion regarding:

**6A. PUBLIC EMPLOYEE APPOINTMENT
(Pursuant to Government Code Section 54957)**

Title: City Manager

**6B. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code Section 54957.6)**

Agency Designated Representative: Mayor

Unrepresented Employee: City Manager

DRAFT

7. CALL TO ORDER / SPECIAL JOINT CITY COUNCIL MEETING

The meeting was called to order at 12:35 p.m. by Mayor/Chairman Shawver.

The City Council/Successor Agency/Housing Authority reconvened in open session at 12:35 p.m.

The City Attorney/Agency Counsel Ms. HongDao Nguyen reported that the Stanton City Council/Successor Agency/Housing Authority met in closed session from 8:30 a.m. to 12:35 p.m.

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

8. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 12:35 p.m.

MAYOR

ATTEST:

CITY CLERK

DRAFT

MINUTES OF THE CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY OF THE CITY OF STANTON JOINT SPECIAL MEETING JUNE 2, 2022

1. CALL TO ORDER

The meeting was called to order at 1:00 p.m. by Mayor/Chairman Shawver.

2. PLEDGE OF ALLEGIANCE

Led by Mayor/Chairman David J. Shawver.

3. ROLL CALL

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

Absent: None.

Excused: Mayor Pro Tem/Vice Chairman Ramirez.

4. CLOSED SESSION

5. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

6. CLOSED SESSION

The members of the City Council/Successor Agency/Housing Authority of the City of Stanton proceeded to closed session at 1:01 p.m. for discussion regarding:

6A. PUBLIC EMPLOYEE APPOINTMENT (Pursuant to Government Code Section 54957)

Title: City Manager

6B. CONFERENCE WITH LABOR NEGOTIATORS (Pursuant to Government Code Section 54957.6)

Agency Designated Representative: Mayor

Unrepresented Employee: City Manager

DRAFT

7. CALL TO ORDER / SPECIAL JOINT CITY COUNCIL MEETING

The meeting was called to order at 2:26 p.m. by Mayor/Chairman Shawver.

The City Council/Successor Agency/Housing Authority reconvened in open session at 2:26 p.m.

The City Attorney/Agency Counsel Ms. HongDao Nguyen reported that the Stanton City Council/Successor Agency/Housing Authority met in closed session from 1:01 p.m. to 2:26 p.m.

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

8. ADJOURNMENT Motion/Second: Shawver/ Motion carried at 2:26 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2022

SUBJECT: APRIL 2022 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of April 30, 2022, 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 April 2022.

BACKGROUND:

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

	<u>Beginning Balance</u>	<u>Net Change</u>	<u>Ending Balance</u>
Cash and Investment Accounts (Pooled-All Funds)	\$ 58,673,010.02	\$ (190,673.88)	\$ 58,482,336.14
Cash (Non-Pooled)	4,452,849.62	(248,152.30)	4,204,697.32
Total Cash and Investments	<u>\$ 63,125,859.64</u>	<u>\$ (438,826.18)</u>	<u>\$ 62,687,033.46</u>

Between March 31, 2022, and April 30, 2022, the City's total cash and investments decreased by approximately \$439,000.

The attached reports summarize the City investments and deposit balances as of April 30, 2022. 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 April 30, 2022, City investments consisted of the following:

	Market Value as of April 30, 2022	Average Interest Rate	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 43,422,459.74	0.52%	75.86%	100.00%	Yes
California Asset Management Program (CAMP)	5,256,022.40	0.50%	9.18%	100.00%	Yes
Negotiable Certificates of Deposit	6,851,530.91	2.48%	11.97%	30.00%	Yes
Municipal Bonds	1,710,022.95	2.25%	2.99%	100.00%	Yes
Total Investments	<u>\$ 57,240,036.00</u>		<u>100.00%</u>		

As of April 30, 2022, the average purchase yield to maturity earned on the City's total investment portfolio was 0.80%, which is above the benchmark LAIF return of 0.52%. The weighted average maturity of the City's was approximately 66 days (approximately 2 months) as of April 30, 2022, 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 2021-22 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 \$57.2 million portfolio, with \$8.6 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/ Zenia Bobadilla

Michelle Bannigan, CPA
Finance Director

Zenia Bobadilla
Interim City Manager

Attachments:

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

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**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED APRIL 30, 2022**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 22,018,433.90	\$ 2,169,056.28	\$ (2,711,610.58)	\$ 21,475,879.60
102-111101	General Fund (Transactions & Use Tax)	(497,026.96)	375,642.22	(663,939.05)	(785,323.79)
210-111101	Certified Access Specialists (CASP) Program	52,249.93	-	-	52,249.93
211-111101	Gas Tax Fund	1,217,506.73	68,162.45	(20,397.83)	1,265,271.35
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	866,965.40	67,794.62	-	934,760.02
220-111101	Measure M Fund	960,089.23	-	(2,320.58)	957,768.65
221-111101	Community Development Block Grant-COVID-19 (CDBG-CV) Fund	(47,400.00)	-	-	(47,400.00)
222-111101	Community Development Block Grant (CDBG) Fund	209,275.00	-	-	209,275.00
223-111101	Protective Services Fund	-	131,309.65	(131,309.65)	-
224-111101	Lighting Maintenance 1919 Act Fund	436,826.70	74,753.31	(14,739.84)	496,840.17
225-111101	Lighting/Median Maintenance 1972 Act Fund	1,090,742.56	68,313.46	(19,007.51)	1,140,048.51
226-111101	Air Quality Improvement Fund	180,596.78	-	-	180,596.78
227-111101	Other Grants Fund	-	10,115.00	-	10,115.00
242-111101	Supplemental Law Enforcement Grant Fund	400,538.67	1,281.72	(12,500.00)	389,320.39
250-111101	Families and Communities Together (FaCT) Grant Fund	(22,405.75)	-	(21,100.97)	(43,506.72)
251-111101	Senior Transportation Fund	58,596.62	808.91	(4,044.56)	55,360.97
257-111101	America Rescue Act Plan (ARPA) Fund	3,463,360.23	-	(85,806.82)	3,377,553.41
261-111101	Street Impact Fees Fund	89,592.73	3,192.00	-	92,784.73
262-111101	Traffic Signal Impact Fees Fund	(3,801.74)	714.00	-	(3,087.74)
263-111101	Community Center Impact Fees Fund	160,652.55	2,065.00	-	162,717.55
264-111101	Police Services Impact Fees Fund	145,139.67	1,869.00	-	147,008.67
271-111101	Public Safety Task Force Fund (City Funds)	130,127.00	-	(4,350.00)	125,777.00
280-111101	Stanton Central Park Maintenance Fund	17,344.00	3,428.33	(5,132.00)	15,640.33
285-various	Stanton Housing Authority Fund	12,231,257.86	288,654.55	(59,006.54)	12,460,905.87
305-111101	Capital Projects Fund	284,418.24	2,320.58	(2,320.58)	284,418.24
310-111101	Park and Recreation Facilities Fund	3,698,559.33	78,211.00	-	3,776,770.33
501-111101	Sewer Maintenance Fund	5,778,899.41	377,551.91	(48,042.66)	6,108,408.66
502-111101	Sewer Capital Improvement Fund	2,866.98	-	(20.88)	2,846.10
602-111101	Workers' Compensation Fund	573,454.50	6,424.45	(513.47)	579,365.48
603-111101	Liability Risk Management Fund	125,414.57	-	-	125,414.57
604-111101	Employee Benefits Fund	223,861.12	123,021.16	(40,684.30)	306,197.98
605-111101	Fleet Maintenance Fund	408,363.64	9,434.00	(4,482.62)	413,315.02
801-111101	Expendable Deposits Fund	(38,506.85)	2,000.00	(409.76)	(36,916.61)
901-111101	North Orange County Collaborative (NOC) Trust Fund	4,457,017.97	-	(205,057.28)	4,251,960.69
Total Pooled Cash and Investments⁽¹⁾		\$ 58,673,010.02	\$ 3,866,123.60	\$ (4,056,797.48)	\$ 58,482,336.14
Less: Investments⁽¹⁾		\$ (57,544,533.20)	\$ (34,588.71)	\$ 339,085.91	\$ (57,240,036.00)
Cash - Bank of the West General Checking Account		\$ 1,128,476.82	\$ 3,831,534.89	\$ (3,717,711.57)	\$ 1,242,300.14

CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED APRIL 30, 2022

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
101-111103	Payroll Account	\$ -	\$ 248,363.89	\$ (248,363.89)	-
101-111109	Flexible Spending/AFLAC	16,400.48	-	(633.03)	15,767.45
101-111505	Petty Cash	600.00	-	-	600.00
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	4,435,849.14	-	(247,519.27)	4,188,329.87
	Total Cash-Non-Pooled	\$ 4,452,849.62	\$ 248,363.89	\$ (496,516.19)	\$ 4,204,697.32
<u>INVESTMENTS</u>					
	POOLED ALL FUNDS	\$ 57,544,533.20	\$ 34,588.71	\$ (339,085.91)	\$ 57,240,036.00
	Total Investments ⁽³⁾	\$ 57,544,533.20	\$ 34,588.71	\$ (339,085.91)	\$ 57,240,036.00
	TOTAL CASH AND INVESTMENTS	\$ 63,125,859.64	\$ 4,114,487.49	\$ (4,553,313.67)	\$ 62,687,033.46

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.

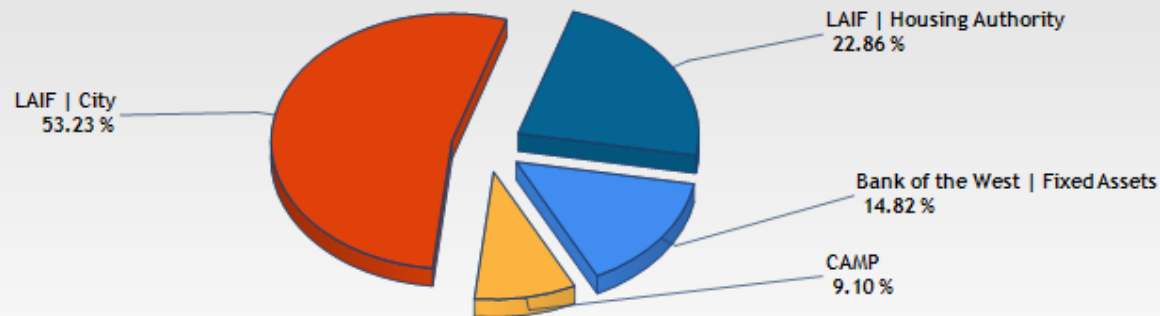
⁽³⁾ - The Portfolio Summary Report and Holdings by Security Type are included in Attachments B and C, respectively.

ATTACHMENT B

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City of Stanton
Distribution
Group By: Portfolio Name
Average By: Face Amount/Shares
Portfolio / Report Group: All Portfolios
As of: 4/30/2022

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	8,560,000.00	2.433	8,576,519.80	440	14.82	8,561,553.86	8,564,125.54	1.18
CAMP	5,256,022.40	0.500	5,256,022.40	1	9.10	5,256,022.40	5,256,022.40	0.00
LAIF City	30,752,174.06	0.523	30,752,174.06	1	53.23	30,378,372.19	30,752,174.06	0.00
LAIF Housing Authority	13,204,593.33	0.523	13,204,593.33	1	22.86	13,044,087.55	13,204,593.33	0.00
TOTAL / AVERAGE	57,772,789.79	0.804	57,789,309.59	66	100	57,240,036.00	57,776,915.33	0.18

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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 4/30/2022

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit											
Allegiance Bank TX 2.65 2/14/2023	01748DBB1	4/11/2019	2.650	249,000.00	249,000.00	249,000.00	251,397.87	2/14/2023	290	289.25	0.43
American Eagle Bank IL 2.1 5/23/2022	02554BCN9	6/9/2017	2.100	150,000.00	150,000.00	150,000.00	150,150.00	5/23/2022	23	60.41	0.26
American Express UT 2.35 8/8/2022	02587DV47	8/8/2017	2.350	247,000.00	247,000.00	247,000.00	248,158.43	8/8/2022	100	1,288.12	0.43
American Express UT 2.4 8/29/2022	02587CFU9	8/29/2017	2.400	247,000.00	247,000.00	247,000.00	248,373.32	8/29/2022	121	974.47	0.43
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	251,330.00	3/25/2024	695	715.07	0.43
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	248,656.38	5/23/2024	754	126.55	0.43
Capital One VA 2.3 7/19/2022	14042RGN5	7/19/2017	2.300	247,000.00	247,000.00	247,000.00	247,928.72	7/19/2022	80	1,572.00	0.43
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	248,434.77	5/17/2024	748	230.58	0.43
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	251,143.89	4/28/2023	363	0.00	0.43
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	246,228.63	7/22/2024	814	122.79	0.43
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	243,957.60	9/27/2023	515	66.08	0.42
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	244,313.82	8/23/2024	846	93.12	0.43
Goldman Sachs Bank NY 2.35 6/21/2022	38148PKX4	6/21/2017	2.350	247,000.00	247,000.00	247,000.00	247,634.79	6/21/2022	52	2,067.36	0.43
Greenstate FCU IA 1.95 2/28/2023	39573LAF5	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	249,936.24	2/28/2023	304	26.61	0.43
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	245,808.12	4/25/2024	726	89.30	0.43
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	247,726.60	249,296.31	8/29/2023	486	11.60	0.43
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	248,554.29	4/26/2024	727	70.95	0.43
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,509.95	248,023.92	6/28/2024	790	31.38	0.43
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	250,698.18	8/23/2023	480	124.16	0.43
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	248,560.86	2/7/2024	648	1,713.24	0.43
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	248,560.86	2/7/2024	648	1,713.24	0.43
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,341.52	252,097.56	3/27/2023	331	61.40	0.43
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	242,640.45	8/23/2024	846	893.26	0.43
Sallie Mae Bank UT 2.3 8/2/2022	795450B61	8/2/2017	2.300	248,000.00	248,000.00	248,000.00	249,076.32	8/2/2022	94	1,359.58	0.43
Synchrony Bank UT 2.4 5/19/2022	87165EL96	5/19/2017	2.400	247,000.00	247,000.00	247,000.00	247,247.00	5/19/2022	19	2,631.06	0.43
TIAA FSB FL 2.1 7/29/2022	87270LCM3	7/29/2019	2.100	247,000.00	247,000.00	247,000.00	247,911.43	7/29/2022	90	1,293.20	0.43
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,318.16	251,144.64	5/15/2023	380	600.98	0.43
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	244,266.51	8/28/2024	851	26.61	0.43

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Sub Total / Average Certificate Of Deposit			2.479	6,840,000.00	6,839,995.00	6,839,896.23	6,851,530.91		464	18,252.37	11.84
Local Government Investment Pool											
CAMP LGIP	CAMP3001	2/29/2020	0.500	5,256,022.40	5,256,022.40	5,256,022.40	5,256,022.40	N/A	1		9.10
LAIF City LGIP	LAIFCITY0895	2/29/2020	0.523	30,752,174.06	30,752,174.06	30,752,174.06	30,378,372.19	N/A	1		53.23
LAIF Housing Authority LGIP	LAIFHA0004	2/29/2020	0.523	13,204,593.33	13,204,593.33	13,204,593.33	13,044,087.55	N/A	1		22.86
Sub Total / Average Local Government Investment Pool			0.521	49,212,789.79	49,212,789.79	49,212,789.79	48,678,482.14		1	0.00	85.18
Municipal											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,328.15	275,517.00	3/1/2023	305	1,126.74	0.48
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,532.68	198,540.45	8/1/2024	824	948.23	0.35
Riverside Pension CA 2.5 6/1/2022	769036BB9	6/20/2017	2.251	500,000.00	505,800.00	500,102.71	500,475.00	6/1/2022	32	5,173.61	0.87
Riverside Pension CA 2.5 6/1/2022	769036BB9	7/24/2017	2.401	240,000.00	241,080.00	240,019.49	240,228.00	6/1/2022	32	2,483.33	0.42
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	253,562.71	247,510.00	6/1/2024	763	2,845.49	0.43
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,683.57	247,752.50	9/1/2023	489	1,024.31	0.43
Sub Total / Average Municipal			2.247	1,720,000.00	1,736,524.80	1,724,229.31	1,710,022.95		343	13,601.71	2.98
Total / Average			0.804	57,772,789.79	57,789,309.59	57,776,915.33	57,240,036.00		66	31,854.08	100

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: June 14, 2022

SUBJECT: APRIL 2022 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of April 30, 2022, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of April 2022.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of April 2022. During the month of April, the Successor Agency's total cash and investment balances decreased by approximately \$4,155. The Successor Agency's cash and investment balances by fund are presented in Attachment A. The Successor Agency's investments and deposits are included as Attachment B.

ANALYSIS:

The Successor Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of April 2022 was 0.52%.

The Successor Agency's investments are shown on Attachment B and have a weighted investment yield of 0.52%, which is equal to the benchmark LAIF return of 0.52%, as the entire portfolio (excluding funds held with the bond fiscal agents) represents the Successor Agency's portion of LAIF and Bank of the West funds invested by the City.

With a completely liquid portfolio, the weighted average maturity of the Successor Agency's investments on April 30, 2022, is 1 day. LAIF's average maturity on April 30, 2022, was approximately 315 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2021-22 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Zenia Bobadilla

Michelle Bannigan, CPA
Finance Director

Zenia Bobadilla
Interim 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 APRIL 30, 2022**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-POOLED</u>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 2,491,098.10	\$ -	\$ (4,166.67)	\$ 2,486,931.43
	Total Cash-Pooled ⁽¹⁾	\$ 2,491,098.10	\$ -	\$ (4,166.67)	\$ 2,486,931.43
<u>CASH-RESTRICTED (with Fiscal Agent)</u>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 824,743.15	\$ 3.50	\$ -	\$ 824,746.65
712-111425	2016 Tax Allocation Bonds, Series C and D	1,233,639.70	5.24	-	1,233,644.94
712-111426	2020 Tax Allocation Refunding Bonds, Series A	666,804.57	2.83	-	666,807.40
	Total Cash-Restricted (with Fiscal Agent)	\$ 2,725,187.42	\$ 11.57	\$ -	\$ 2,725,198.99
	TOTAL CASH AND INVESTMENTS	\$ 5,216,285.52	\$ 11.57	\$ (4,166.67)	\$ 5,212,130.42

Note:

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

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**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
MONTH ENDED APRIL 30, 2022**

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interest Rate			Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California		On Demand	0.52%	N/A		\$ 2,486,931	\$ 2,486,931	LAIF

Total Cash Investments and Deposits

1	0.52%
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\$ 2,486,931	\$ 2,486,931
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Weighted Average/eighted Average

Bond Funds Held by Trustees:

Maturity (days) Yield

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B										
Debt Service:										
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 824,746	\$ 824,746	\$ 824,746	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

\$ 824,747 \$ 824,747

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%	\$ 1,233,643	\$ 1,233,643	\$ 1,233,643	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2016 Series C and D

\$ 1,233,645 \$ 1,233,645

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2020 Tax Allocation Refunding Bonds										
Special Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 666,807	\$ 666,807	\$ 666,807	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$ 666,807 \$ 666,807

Total Bond Fund Investments and Deposits (3)

\$ 2,725,199	\$ 2,725,199
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TOTAL - ALL CASH AND INVESTMENTS

\$5,212,130	\$5,212,130
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Notes:

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

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: June 14, 2022

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

REPORT IN BRIEF:

The Revenue and Expenditure Report for the month ended April 30, 2022, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of April 30, 2022.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund's April 2022 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended April 30, 2022.

ANALYSIS:

General Fund Revenue and Expenditure Reports

Attachments A and B summarize the General Fund's revenue and expenditure activity through April 30, 2022. The reports include information for the month of April, on a year-to-date basis through April, 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 April) is included as well.

As of April 30, total General Fund revenues received to date was approximately \$19.6 million, which represents 68% of the Fiscal Year 2021/22 budgeted amount and is approximately \$712,000 (4%) higher than the revenues collected for the same period last year (Attachment A, page 2). The primary reason for the increase is because of increased taxes collected during the current year for property tax, transient occupancy tax, sales tax, transaction and use tax, and the reimbursement from the Stanton Housing Authority for the purchase of 11870 Beach Boulevard. Collectively, these revenues were \$2.2 million more than the revenues collected through the same period last fiscal year. Overall, fees and permits were \$1.5 million lower through April 2022, then for the same period during the previous fiscal year. The largest decreases were in building permit fees (offset by a reduction in contracted building inspection services) and public benefit fees (one-time revenues).

Total General Fund expenditures were approximately \$20.5 million through April 30, which represents 76% of the 2021/22 projected expenditures and is approximately \$999,000 (5%) higher than the expenditures incurred for the same period last year (Attachment B, page 2). Expenditures paid for contracted services for law enforcement, fire protection, and animal control made up approximately \$895,000 of the increase from the previous fiscal year.

Housing Authority Revenue and Expenditure Reports

Attachment D summarizes the Housing Authority Fund's revenue and expenditure activity through April 30, 2022. The report includes information for the activity during the month of April, information on a year-to-date basis through April, 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 April) is included as well.

As of April 30, total Housing Authority Fund revenues received to date was approximately \$1.1 million, which represents 89% of the Fiscal Year 2021/22 budgeted amount and is approximately \$440,000 (67%) more than the revenue collected through the same period last year, due to the sale of the property located at 7455 Katella Avenue and the \$75,000 in deposits the Housing Authority received for the exclusive negotiation agreement related to the Tina-Pacific Development Project. Rental income from the Tina/Pacific properties is \$28,500 (7%) lower than the previous fiscal year due to delinquent (or late) rent payments collected for the same period.

Total Housing Authority Fund expenditures were approximately \$1.7 million through April 30, which represents 24% of the 2021/22 projected expenditures and is approximately \$1.7 million (51%) lower than the expenditures incurred for the same period last year. During Fiscal Year 2019/20, the Housing Authority made \$2.6 million in payments for Project Homekey.

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

The Fiscal Year 2021/22 CIP budget includes \$3.3 million from the Fiscal Year 2021/22 Adopted Budget, \$822,843 in carryover funding from Fiscal Year 2020/21, and \$7.8 million in other adjustments approved by the City Council since July 2021, for a total amended budget of \$12.0 million as of April 30, 2022. As of April 30, capital project expenditures totaled \$165,150 (1% of the amended budget) with an additional \$1.0 million (9% of the amended budget) under contract (encumbered) for work currently underway, for a total amount spent or encumbered to date of \$1.2 million (10% of the amended budget) as of April 30, 2022.

FISCAL IMPACT:

Per Attachment C, the City's General Fund reserves and available fund balance is expected to be \$23.6 million by June 30, 2022.

Per Attachment E, the City's Housing Authority Fund's available fund balance is expected to be \$9.5 million by June 30, 2022.

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:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Zenia Bobadilla

Zenia Bobadilla
Interim City Manager

Attachments:

- A. April 2022 General Fund Revenues
- B. April 2022 General Fund Expenditures
- C. General Fund Reserve Balances
- D. April 2022 Housing Authority Revenue and Expenditures
- E. Housing Authority Reserve Balance
- F. Status of Capital Improvement Projects as of April 30, 2022

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CITY OF STANTON
April 2022 General Fund Revenues (83% of year)

	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		Percent of Budget	FY 2020/21 Actual	% Change From Prior Year
			Activity During April	Year To Date Actual *			
TAXES							
Property Tax	\$ 7,213,500	\$ 7,586,000	\$ 377,513	\$ 4,538,117	59.82%	\$ 4,083,430	11.13%
Sales and Use Tax	4,810,000	5,117,000	339,264	3,402,651	66.50%	3,153,333	7.91%
Transactions and Use Tax	4,998,000	5,473,000	375,642	3,756,058	68.63%	3,345,687	12.27%
Transient Occupancy Tax	480,000	590,000	55,724	489,767	83.01%	414,633	18.12%
Franchise Fees	1,109,500	1,109,500	400,205	910,549	82.07%	876,557	3.88%
Business Licenses	160,000	160,000	7,752	148,284	92.68%	133,854	10.78%
Utility Users Tax	1,881,000	1,881,000	198,072	1,578,212	83.90%	1,557,034	1.36%
Tax Increment Pass-thru Payment	338,000	409,000	-	270,516	66.14%	215,950	25.27%
TAXES-TOTAL	20,990,000	22,325,500	1,754,172	15,094,154	67.61%	13,780,478	9.53%
INTERGOVERNMENTAL							
County WDA Shared Revenue	160,000	160,000	-	101,376	63.36%	-	100.00%
Mandated Cost Reimbursement	30,000	30,000	-	31	0.10%	-	100.00%
Motor Vehicle In Lieu	20,000	45,700	-	45,717	100.04%	28,661	37.31%
Public Safety Augmentation Tax	161,075	185,280	13,609	134,611	72.65%	108,645	23.90%
Planning Grants	-	160,000	-	152,434	95.27%	-	100.00%
INTERGOVERNMENTAL-TOTAL	371,075	580,980	13,609	434,169	74.73%	137,306	216.21%
CHARGES FOR SERVICES							
Charges for Services	105,280	171,145	19,253	119,191	69.64%	78,376	52.08%
Information Technology Charges	30,345	30,345	2,529	25,288	83.33%	20,238	24.95%
CHARGES FOR SERVICES-TOTAL	135,625	201,490	21,782	144,479	71.71%	98,614	46.51%
FEES AND PERMITS							
Solid Waste Impact Fees	1,150,000	1,150,000	-	743,210	64.63%	657,065	13.11%
Building Permits and Fees	1,300,000	1,300,000	76,282	853,750	65.67%	1,642,647	-48.03%
Planning Permits and Fees	106,250	106,250	16,118	78,803	74.17%	77,983	1.05%
Engineering Permits and Fees	73,300	73,300	11,720	118,096	161.11%	76,539	54.30%
Public Benefit Fee	-	-	-	-	**	781,996	-100.00%
Recycling Fees	93,750	93,750	-	38,815	41.40%	40,245	-3.55%
Other Permits and Fees	267,500	267,500	10,971	245,674	91.84%	341,358	-28.03%
Community Services Fees	46,500	70,500	10,621	68,318	96.90%	36,092	47.17%
FEES AND PERMITS -TOTAL	3,037,300	3,061,300	125,712	2,146,666	70.12%	3,653,925	-41.25%

CITY OF STANTON
April 2022 General Fund Revenues (83% of year)

	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		Percent of Budget	FY 2020/21 Actual	% Change From Prior Year
			Activity During April	Year To Date Actual *			
FINES AND FORFEITURES							
General Fines	600	18,000	61	18,400	102.22%	627	2834.61%
Motor Vehicle Fines	120,670	40,000	3,627	31,462	78.66%	98,105	-67.93%
Parking Citations	205,000	220,000	42,658	233,528	106.15%	229,434	1.78%
DMV Parking Collections	70,300	70,300	8,314	51,020	72.57%	43,245	17.98%
Administrative Citation	15,000	7,500	1,404	5,344	71.25%	9,925	-46.16%
FINES AND FORFEITURES-TOTAL	411,570	355,800	56,064	339,754	95.49%	381,336	-10.90%
USE OF MONEY AND PROPERTY							
Investment Earnings	185,000	145,000	-	125,463	86.53%	194,966	-35.65%
Unrealized Gains (Losses)	-	-	(79,968)	(478,830)	**	(112,640)	-325.10%
Interest on Loan to Landscape District Fund	16,570	16,570	-	14,510	87.57%	-	100.00%
Rental Income	28,305	82,855	4,249	79,559	96.02%	12,100	557.51%
USE OF MONEY AND PROPERTY-TOTAL	229,875	244,425	(75,719)	(259,298)	-106.08%	94,426	-374.60%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	198,700	313,835	1,365	160,494	51.14%	173,937	-7.73%
MISCELLANEOUS REVENUE-TOTAL	198,700	313,835	1,365	160,494	51.14%	173,937	-7.73%
TRANSFERS IN							
From Gas Tax Fund	205,000	205,000	17,083	170,833	83.33%	108,750	57.09%
From Protective Services Fund	375,000	376,951	131,310	373,152	98.99%	400,534	-6.84%
From Supplemental Law Enforcement Grants Fund	150,000	150,000	12,500	125,000	83.33%	77,991	60.27%
From Housing Authority Fund	-	890,000	-	890,000	100.00%	-	100.00%
TRANSFERS IN-TOTAL	730,000	1,621,951	160,893	1,558,985	96.12%	587,275	62.33%
TOTAL REVENUES AND TRANSFERS IN	\$ 26,104,145	\$ 28,705,281	\$ 2,057,878	\$ 19,619,403	68.35%	\$ 18,907,297	3.77%

* = Actual data is reported through April.

TAXES

April 2022 General Fund Revenues (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year To Date Actual *			
101	General Fund							
430100	Current Year-Secured	\$ 1,144,000	\$ 1,122,000	\$ 355,892	\$ 1,057,529	94.25%	1,046,233	1.08%
430105	Current Year-Unsecured	32,500	22,000	-	27,958	127.08%	26,907	3.91%
430115	Property Tax-Supplemental	23,000	20,000	1,594	13,888	69.44%	13,676	1.55%
430120	Residual Redevelopment Property Tax	1,267,000	1,292,000	-	791,483	61.26%	582,742	35.82%
430121	In-Lieu Vehicle License Fee	4,640,000	5,008,000	-	2,504,005	50.00%	2,274,741	10.08%
430135	Homeowners Tax Relief	1,000	5,000	-	2,480	49.60%	781	217.54%
430140	Property Transfer Tax	106,000	116,000	20,027	140,662	121.26%	137,411	2.37%
430145	Property Tax-Penalties/Int	-	1,000	-	112	11.20%	939	-88.07%
430200	Sales And Use Tax	4,810,000	5,117,000	339,264	3,402,651	66.50%	3,153,333	7.91%
430300	Transient Occupancy Tax	480,000	590,000	55,724	489,767	83.01%	414,633	18.12%
430405	Franchise Tax/Cable TV	224,500	224,500	92,945	144,663	64.44%	141,816	2.01%
430410	Franchise Tax/Electric	214,000	214,000	232,570	232,570	108.68%	212,019	9.69%
430415	Franchise Tax/Gas	58,000	58,000	74,690	74,690	128.78%	87,265	-14.41%
430420	Franchise Tax/Refuse	525,000	525,000	-	370,391	70.55%	347,612	6.55%
430425	Franchise Tax/Water	88,000	88,000	-	88,235	100.27%	87,845	0.44%
430500	Business License Tax	160,000	160,000	7,752	148,284	92.68%	133,854	10.78%
430600	Util User Tax/Electricity	935,500	935,500	95,336	888,481	94.97%	869,386	2.20%
430605	Util User Tax/Telephone	316,000	316,000	18,631	154,175	48.79%	167,175	-7.78%
430610	Util User Tax/Gas	211,000	211,000	38,428	196,069	92.92%	169,171	15.90%
430615	Util User Tax/Water	418,500	418,500	45,677	339,487	81.12%	351,302	-3.36%
440100	AB 1389 Pass Through from RDA	338,000	409,000	-	270,516	66.14%	215,950	25.27%
101	General Fund	15,992,000	16,852,500	1,378,530	11,338,096	67.28%	10,434,791	8.66%
102	General Fund (Transactions & Use Tax)							
430250	Transactions & Use Tax	4,998,000	5,473,000	375,642	3,756,058	68.63%	3,345,687	12.27%
102	General Fund (Transactions & Use Tax)	4,998,000	5,473,000	375,642	3,756,058	68.63%	3,345,687	12.27%
TAXES - TOTAL		\$ 20,990,000	\$ 22,325,500	\$ 1,754,172	\$ 15,094,154	67.61%	\$ 13,780,478	9.53%

* = Actual data is reported through April.

CHARGES FOR SERVICES
April 2022 General Fund Revenues (83% of year)

Acct. No.	Description	FY 2021/22		FY 2021/22		FY 2021/22		% of Budget	FY 2020/21	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During April	Year To Date Actual *			
101	General Fund									
433100	Charges For Services	\$ 105,280		\$ 171,145		\$ 19,253	\$ 119,191	69.64%	\$ 78,376	52.08%
433136	Information Technology Charges	30,345		30,345		2,529	25,288	83.33%	20,238	19.97%
	CHARGES FOR SERVICES - TOTAL	\$ 135,625		\$ 201,490		\$ 21,782	\$ 144,479	71.71%	\$ 98,614	46.51%

* = Actual data is reported through April.

INTERGOVERNMENTAL
April 2022 General Fund Revenues (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year To Date Actual *			
101	General Fund							
432121	County WDA Shared Revenue	\$ 160,000	\$ 160,000	\$ -	\$ 101,376	63.36%	\$ -	100.00%
432135	Mandated Cost Reimbursement	30,000	30,000	-	31	0.10%	-	100.00%
432150	Motor Vehicle In Lieu	20,000	45,700	-	45,717	100.04%	28,661	37.31%
432180	Public Safety Augmentation Tax	161,075	185,280	13,609	134,611	72.65%	108,645	19.29%
432245	Planning Grants	-	160,000	-	152,434	95.27%	-	100.00%
INTERGOVERNMENTAL - TOTAL		\$ 371,075	\$ 580,980	\$ 13,609	\$ 434,169	74.73%	\$ 137,306	216.21%

* = Actual data is reported through April.

FEES AND PERMITS
April 2022 General Fund Revenues (83% of year)

Acct. No.	Description	FY 2021/22	FY 2021/22	FY 2021/22		% of Budget	FY 2020/21	% Change
		Adopted Budget	Amended Budget	Activity During April	Year To Date Actual *		Actual	From Prior Year
101	General Fund							
431100	Building Plan Check Fees	\$ 70,000	\$ 70,000	\$ 4,230	\$ 175,596	250.85%	\$ 56,762	209.35%
431105	Mechanical Permits	250,000	250,000	6,615	92,185	36.87%	380,375	-75.76%
431110	Building Permits	750,000	750,000	51,049	429,002	57.20%	892,839	-51.95%
431115	Plumbing Permits	80,000	80,000	4,830	60,005	75.01%	96,095	-37.56%
431120	Electrical Permits	150,000	150,000	9,558	96,962	64.64%	216,576	-55.23%
431130	Engineering Plan Check Fees	33,300	33,300	10,290	58,250	174.92%	31,220	86.58%
431135	Public Works Permits	40,000	40,000	1,430	59,846	149.62%	45,319	32.05%
431140	S M I P - Commercial Fees	500	500	(5,145)	62	12.40%	739	-91.61%
431145	S M I P-Residential Permits	1,000	1,000	-	260	26.00%	57	356.14%
431146	SB 1473 Fee	2,500	2,500	134	2,102	84.08%	3,360	-37.44%
431160	Solid Waste Impact Fees	1,150,000	1,150,000	-	743,210	64.63%	657,065	13.11%
431185	Parking Permits	50,000	50,000	1,700	42,762	85.52%	10,093	323.68%
431190	Towing Franchise Fee	30,000	30,000	990	17,010	56.70%	22,760	-25.26%
431194	Public Benefit Fee	-	-	-	-	**	781,996	-100.00%
431195	Other Fees & Permits	15,000	15,000	4,841	36,289	241.93%	26,755	35.63%
431200	Cannabis Business Initial Permit Fee	-	-	-	-	**	143,000	-100.00%
433200	Conditional Use Permit	6,000	6,000	4,970	22,365	372.75%	1,080,000	95.17%
433205	Precise Plan Of Design	15,000	15,000	6,140	8,240	54.93%	12,300	-33.01%
433210	Variance	2,000	2,000	-	-	0.00%	-	**
433220	Preliminary Plan Review	6,000	6,000	-	11,250	187.50%	3,750	66.67%
433225	Environmental Services	4,400	4,400	150	805	18.30%	5,695	-85.86%
433227	Foreclosure Registration	10,850	10,850	563	5,982	55.13%	9,319	-35.81%
433230	Zoning Entitlements	5,000	5,000	-	-	0.00%	3,595	-100.00%
433235	Land Divisions	10,000	10,000	-	2,500	25.00%	7,765	-67.80%
433240	Special Event Permits	500	500	-	360	72.00%	540	-33.33%
433245	Sign/Ban'R/Gar Sa/Temp Use Per	6,000	6,000	760	5,580	93.00%	2,825	97.52%
433250	Ministerial Services	15,000	15,000	2,485	16,220	108.13%	14,055	15.40%
433260	Landscape Plan Check	1,000	1,000	-	2,600	260.00%	975	62.50%
433270	General Plan Maint Surcharge	15,000	15,000	1,050	2,872	19.15%	18,260	-84.27%

FEES AND PERMITS
April 2022 General Fund Revenues (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year To Date Actual *			
101	General Fund							
433285	Other Developmental Fees	5,000	5,000	-	389	7.78%	(5,231)	-107.44%
433305	General Recreation Programs	24,000	43,000	9,246	42,935	99.85%	12,292	71.37%
433315	Sports Fields	22,500	27,500	1,375	25,383	92.30%	23,800	6.24%
437115	Recycling Fees	93,750	93,750	-	38,815	41.40%	40,245	-3.55%
430505	New/Moved Bus Lic Appl Rev	40,000	40,000	2,700	26,530	66.33%	27,334	-2.94%
430510	Business Tax Renewal Process	130,000	130,000	5,267	118,458	91.12%	108,767	8.91%
430515	SB 1186	3,000	3,000	484	1,841	61.37%	1,548	18.93%
FEES AND PERMITS - TOTAL		\$ 3,037,300	\$ 3,061,300	\$ 125,712	\$ 2,146,666	70.12%	\$ 3,653,925	-41.25%

* = Actual data is reported through April.

FINES AND FORFEITURES
April 2022 General Fund Revenues (83% of year)

Acct. No.	Description	FY 2021/22	FY 2021/22	FY 2021/22		% of Budget	FY 2020/21	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During April	Year To Date Actual *		Actual	
101	General Fund							
434100	General Fines	\$ 600	\$ 18,000	\$ 61	\$ 18,400	102.22%	\$ 627	2834.61%
434105	Motor Vehicle Fines	120,670	40,000	3,627	31,462	78.66%	98,105	-67.93%
434110	Parking Citations	205,000	220,000	42,658	233,528	106.15%	229,434	1.78%
434115	DMV Parking Collections	70,300	70,300	8,314	51,020	72.57%	43,245	17.98%
434120	Administrative Citations	15,000	7,500	1,404	5,344	71.25%	9,925	-46.16%
FINES AND FORFEITURES - TOTAL		\$ 411,570	\$ 355,800	\$ 56,064	\$ 339,754	95.49%	\$ 381,336	-10.90%

* = Actual data is reported through April.

USE OF MONEY AND PROPERTY
April 2022 General Fund Revenues (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year To Date Actual *			
101	General Fund							
435100	Interest Earned	\$ 185,000	\$ 145,000	\$ -	\$ 125,463	86.53%	\$ 194,966	-35.65%
435110	Unrealized Gains (Losses)	-	-	(79,968)	(478,830)	**	(112,640)	-325.10%
435200	Interest on Loan to Landscape District Fund	16,570	16,570	-	14,510	87.57%	-	100.00%
436125	Indoor Facility Rental	-	40,000	1,739	40,724	101.81%	(3,264)	1347.67%
436127	Outdoor Picnic Shelters	7,450	22,000	2,510	21,175	96.25%	-	100.00%
436135	Pac Bell Mobile Svcs-Rent	20,855	20,855	-	17,660	84.68%	15,364	14.94%
USE OF MONEY AND PROPERTY - TOTAL		\$ 229,875	\$ 244,425	\$ (75,719)	\$ (259,298)	-106.08%	\$ 94,426	-374.60%

MISCELLANEOUS REVENUE
April 2022 General Fund Revenues (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year To Date Actual *			
101	General Fund							
432256	Grant (non-government agency)	\$ 4,200	\$ 79,535	\$ 861	\$ 106,998	134.53%	\$ 134,759	-20.60%
437100	Sale Of Publications	-	-	7	20	**	4	400.00%
437105	Firework Services	475	475	-	-	0.00%	-	**
437125	Donations	-	800	-	800	100.00%	850	-6.25%
437135	Expense Reimbursement	-	39,000	-	39,924	102.37%	7,500	81.21%
437137	Loan Repayment from Landscape Maintenance District	164,025	164,025	-	-	0.00%	-	**
437195	Other Revenue	30,000	30,000	497	12,752	42.51%	30,824	-58.63%
MISCELLANEOUS REVENUE - TOTAL		\$ 198,700	\$ 313,835	\$ 1,365	\$ 160,494	51.14%	\$ 173,937	-7.73%

* = Actual data is reported through April.

TRANSFERS IN
April 2022 General Fund Revenues (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year To Date Actual *			
101	General Fund							
439211	Transfer From Gas Tax Fund	\$ 205,000	\$ 205,000	\$ 17,083	\$ 170,833	83.33%	\$ 108,750	36.34%
439223	Transfer From Protective Services Fund	375,000	376,951	131,310	373,152	98.99%	400,534	-7.34%
439242	Transfer Fr Supp Law Enf Grant	150,000	150,000	12,500	125,000	83.33%	77,991	37.61%
439285	Transfer From Housing Authority	-	890,000	-	890,000	100.00%	-	100.00%
TRANSFERS IN - TOTAL		\$ 730,000	\$ 1,621,951	\$ 160,893	\$ 1,558,985	96.12%	\$ 587,275	62.33%

City of Stanton
April 2022 General Fund Expenditures (83% of year)

Division No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		Percent of Budget	FY 2020/21 Actual	% Change from Prior Year
				Activity During April	Year to Date Actual *			
1100	City Council	\$ 116,710	\$ 116,710	\$ 4,354	\$ 98,443	84.35%	\$ 90,577	8.68%
1200	City Attorney	302,000	302,000	40,273	179,101	59.30%	126,068	42.07%
1300	City Manager	473,195	485,395	41,173	412,739	85.03%	388,509	6.24%
1400	City Clerk	190,515	190,515	14,719	151,384	79.46%	153,211	-1.19%
1410	Personnel/Risk Management	176,885	184,185	12,267	135,260	73.44%	114,344	18.29%
1510	Information Technology	524,980	534,598	23,840	390,032	72.96%	453,969	-14.08%
	Administration	1,784,285	1,813,403	136,626	1,366,959	75.38%	1,326,678	3.04%
1500	Finance	862,565	890,691	75,025	685,790	77.00%	684,819	0.14%
1600	Non-Dept (excludes Transfers)	48,000	48,000	-	892	1.86%	2,311	-61.40%
	Finance	910,565	938,691	75,025	686,682	73.15%	687,130	-0.07%
1520	Emergency Preparedness	5,000	66,591	2,362	46,781	70.25%	16,880	63.92%
2100	Law Enforcement	12,197,850	12,092,544	1,023,229	10,085,778	83.40%	9,380,042	7.00%
2200	Fire Protection	5,166,860	5,174,360	1,283,387	3,870,718	74.81%	3,720,994	4.02%
2230	Contractual Ambulance Svcs	2,500	2,500	200	800	32.00%	1,686	-52.55%
2400	Animal Control Services	191,390	192,390	32,414	175,959	91.46%	136,710	22.31%
2500	Public Safety-Other	110,175	116,400	5,536	94,927	81.55%	113,279	-16.20%
4300	Parking Control	250,890	265,925	22,603	214,582	80.69%	190,092	12.88%
6200	Code Enforcement	519,870	515,485	39,518	410,291	79.59%	377,216	8.77%
	Public Safety	18,444,535	18,494,195	2,409,249	14,899,836	80.56%	13,936,899	6.91%
3000	Public Works Administration	507,575	512,568	34,048	382,451	74.61%	398,256	-3.97%
3100	Engineering	145,390	173,110	5,784	61,797	35.70%	114,401	-45.98%
3200	Public Facilities	436,340	472,320	30,648	332,694	70.44%	274,854	21.04%
3300	Crossing Guard	43,165	43,165	4,049	30,681	71.08%	6,178	79.86%
3400	Parks Maintenance	412,680	455,180	28,225	297,540	65.37%	284,006	4.77%
3500	Street Maintenance	498,980	389,980	34,483	306,051	78.48%	340,530	-10.13%
3600	Storm Drains	115,860	115,860	-	79,198	68.36%	81,621	-2.97%
6300	Graffiti Abatement	101,900	106,900	5,559	40,729	38.10%	75,186	-45.83%
	Public Works	2,261,890	2,269,083	142,796	1,531,141	67.48%	1,575,032	-2.79%

* = Actual data is reported through April.

City of Stanton
April 2022 General Fund Expenditures (83% of year)

Division No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		Percent of Budget	FY 2020/21 Actual	% Change from Prior Year
				Activity During April	Year to Date Actual *			
4000	Community Development Administration	313,625	313,625	17,354	230,424	73.47%	126,374	82.33%
4100	Planning	344,590	651,812	22,273	390,252	59.87%	395,110	-1.23%
4200	Building Regulation	784,255	787,455	49,109	336,944	42.79%	633,549	-46.82%
4400	Business Relations	37,800	37,800	-	570	1.51%	17,419	-96.73%
	Community Development	1,480,270	1,790,692	88,736	958,190	53.51%	1,172,452	-18.27%
5000	Public Information Office ⁽¹⁾	120,600	122,150	3,078	73,088	59.83%	1,150	98.43%
5100	Community Services Administration	509,015	583,165	34,264	466,253	79.95%	534,772	-12.81%
5200	Community Center Operations	170,530	170,530	6,705	68,028	39.89%	4,071	1571.04%
5300	Park Operations	224,470	224,470	21,193	182,457	81.28%	142,612	27.94%
5400	Senior Citizen Programs	61,515	61,815	3,401	40,641	65.75%	36,487	11.38%
5500	Recreation Programs ⁽¹⁾	48,900	63,100	3,200	43,905	69.58%	7,541	82.82%
	Community Services	1,135,030	1,225,230	71,841	874,372	71.36%	726,633	20.33%
	Transfer to Liability/Risk Mgmt. Fund	-	131,330	-	121,530	92.54%	-	100.00%
	Transfer to FACT Grant	17,100	17,100	-	10,379	60.70%	13,958	-34.48%
	Transfer to Senior Transportation Fund	10,565	10,565	809	7,455	70.56%	3,300	125.91%
	Transfer to SCP Maintenance	41,140	57,540	3,428	34,283	59.58%	49,586	-44.64%
	Transfer to Capital Projects Fund	-	104,000	-	-	0.00%	-	**
	Transfers to Other Funds	68,805	320,535	4,237	173,647	54.17%	66,844	159.78%
	TOTAL EXPENDITURES	\$ 26,085,380	\$ 26,851,829	\$ 2,928,510	\$ 20,490,827	76.31%	\$ 19,491,668	5.13%

(1) - New division in the Fiscal Year 2021/22 Adopted Budget.

* = Actual data is reported through April.

Administration - Vazquez
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
101	General Fund							
1100	City Council							
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,023	\$ 44,152	84.58%	\$ 42,644	3.54%
502120	Medicare/Fica	740	740	58	640	86.49%	618	3.56%
502130	Other Benefit Charges	770	770	61	727	94.42%	296	145.61%
602100	Special Dept Expense	10,000	10,000	-	6,628	66.28%	3,206	106.74%
602110	Office Expense	2,000	2,000	212	797	39.85%	645	23.57%
602115	Postage	-	-	-	3	**	19	-84.21%
607100	Membership/Dues	36,585	36,585	-	34,504	94.31%	36,489	-5.44%
607110	Travel/Conference/Meetings	11,000	11,000	-	8,073	73.39%	3,125	61.29%
612115	Liability Insurance Charge	3,415	3,415	-	2,919	85.48%	3,535	-21.10%
1100	City Council Total	116,710	116,710	4,354	98,443	84.35%	90,577	8.68%
1200	City Attorney							
608105	Professional Services	302,000	302,000	40,273	179,101	59.30%	126,068	42.07%
1200	City Attorney Total	302,000	302,000	40,273	179,101	59.30%	126,068	42.07%
1300	City Manager							
501110	Salaries-Regular	269,710	276,250	24,550	239,342	86.64%	212,178	12.80%
501115	Salaries-Overtime	-	-	-	149	**	34	77.18%
502100	Retirement	79,735	80,250	6,118	59,530	74.18%	51,548	15.48%
502105	Workers Comp Insurance	6,250	6,250	486	4,739	75.82%	-	100.00%
502110	Health/Life Insurance	25,545	26,335	3,589	30,078	114.21%	16,863	78.37%
502111	Medical In-Lieu Pay	2,100	2,100	-	425	20.24%	1,754	-312.71%
502115	Unemployment Insurance	525	525	-	362	68.95%	480	-24.58%
502120	Medicare/Fica	3,580	3,695	351	3,437	93.02%	3,079	11.63%
502130	Other Benefit Charges	1,730	1,770	216	2,106	118.98%	106	94.97%
602110	Office Expense	1,200	5,400	1,116	4,791	88.72%	5,025	-4.66%
602115	Postage	250	250	-	2	0.80%	22	-1000.00%
607100	Membership/Dues	800	800	-	1,066	133.25%	400	62.48%

* = Actual data is reported through April.

Administration - Vazquez
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
1300	City Manager, Continued							
607110	Travel/Conference/Meetings	5,600	5,600	689	2,644	47.21%	374	85.85%
608105	Professional Services	48,000	48,000	4,000	40,000	83.33%	40,265	-0.66%
610106	Small Business Loan Program	-	-	-	-	**	24,000	-100.00%
612105	Vehicle Replacement Charge	700	700	58	583	83.29%	592	-1.54%
612115	Liability Insurance Charge	27,470	27,470	-	23,485	85.49%	29,602	-26.05%
701100	Office Equipment	-	-	-	-	**	1,500	-100.00%
702100	Office Furniture	-	-	-	-	**	687	-100.00%
1300	City Manager Total	473,195	485,395	41,173	412,739	85.03%	388,509	6.24%
1400	City Clerk							
501110	Salaries-Regular	110,905	110,905	8,225	87,578	78.97%	87,900	-0.37%
501115	Salaries-Overtime	-	-	44,000	268	**	184	45.65%
502100	Retirement	34,480	34,480	2,769	29,356	85.14%	28,252	3.91%
502105	Workers Comp Insurance	1,985	1,985	163	1,734	87.36%	-	100.00%
502110	Health/Life Insurance	19,080	19,080	1,577	14,700	77.04%	13,577	8.27%
502115	Unemployment Insurance	330	330	-	177	53.64%	248	-28.63%
502120	Medicare/Fica	1,550	1,550	115	1,226	79.10%	1,219	0.57%
502130	Other Benefit Charges	965	965	72	771	79.90%	44	94.29%
602110	Office Expense	2,250	2,250	72	1,674	74.40%	407	75.69%
602115	Postage	500	500	54	399	79.80%	469	-17.54%
602120	Books/Periodicals	100	100	-	66	66.00%	60	10.00%
607100	Membership/Dues	1,130	1,130	-	415	36.73%	520	-25.30%
607110	Travel/Conference/Meetings	750	750	-	-	0.00%	-	**
607115	Training	2,500	2,500	-	70	2.80%	-	100.00%
608105	Professional Services	6,000	6,000	-	4,040	67.33%	3,047	32.59%
608140	Elections	360	360	1,580	2,400	666.67%	9,575	-74.93%
612105	Vehicle Replacement Charge	580	580	48	483	83.28%	488	-1.04%
612115	Liability Insurance Charge	7,050	7,050	-	6,027	85.49%	7,221	-19.81%
1400	City Clerk Total	190,515	190,515	14,719	151,384	79.46%	153,211	-1.19%

* = Actual data is reported through April.

Administration - Vazquez
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
1510	Information Technology							
501110	Salaries-Regular	81,120	81,120	5,744	65,164	80.33%	59,543	9.44%
501115	Salaries-Overtime	10,000	10,000	215	4,398	43.98%	6,461	-31.93%
502100	Retirement Charges	22,940	22,940	1,934	21,132	92.12%	19,036	11.01%
502105	Workers Comp Insurance	1,320	1,320	114	1,290	97.73%	-	100.00%
502110	Health/Life Insurance	19,550	19,550	1,322	12,363	63.24%	11,439	8.08%
502115	Unemployment Insurance	300	300	-	161	53.67%	224	-28.13%
502120	Medicare/Fica	1,080	1,080	76	921	85.28%	877	5.02%
502130	Other Benefit Charges	680	680	51	573	84.26%	30	1810.00%
602140	Materials & Supplies	15,000	13,900	444	10,002	71.96%	4,804	108.20%
603105	Equipment Maintenance	25,000	25,000	998	22,372	89.49%	17,546	21.57%
604100	Communications	97,900	97,900	11,470	72,697	74.26%	53,721	26.10%
608100	Contractual Services	244,925	254,525	1,472	173,425	68.14%	113,857	52.32%
608145	Information Technology	-	-	-	-	**	38,634	-100.00%
612115	Liability Insurance Charge	5,165	5,165	-	4,416	85.50%	-	100.00%
701050	Computer Software	-	1,118	-	1,118	100.00%	73,894	-98.49%
701105	Equipment-General	-	-	-	-	**	53,903	-100.00%
1510	Information Technology Total	524,980	534,598	23,840	390,032	72.96%	453,969	-14.08%
TOTAL ADMINISTRATION-VAZQUEZ		\$ 1,607,400	\$ 1,629,218	\$ 124,359	\$ 1,231,699	75.60%	\$ 1,212,334	1.60%

* = Actual data is reported through April.

Administration - Guzman
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22		FY 2021/22		FY 2021/22		FY 2020/21	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During April	Year to Date Actual *	% of Budget	Actual		
101	General Fund								
1410	Personnel/Risk Management								
501110	Salaries-Regular	\$ 91,820	\$ 96,240	\$ 7,455	\$ 75,364	78.31%	\$ 69,525	8.40%	
501115	Salaries-Overtime	-	-	-	244	**	-	100.00%	
502100	Retirement	18,940	19,305	1,742	17,354	89.89%	15,553	11.58%	
502105	Workers Comp Insurance	1,590	1,590	148	1,492	93.84%	-	100.00%	
502110	Health/Life Insurance	16,075	16,335	1,338	11,568	70.82%	10,400	11.23%	
502111	Medical In-Lieu Pay	-	-	-	500	**	403	24.07%	
502115	Unemployment Insurance	300	300	-	161	53.67%	224	-28.13%	
502120	Medicare/FICA	1,285	1,390	104	1,081	77.77%	1,013	6.71%	
502130	Other Benefit Charges	800	850	66	663	78.00%	35	1794.29%	
602110	Office Expense	1,400	1,400	428	461	32.93%	520	-11.35%	
602115	Postage	200	200	15	124	62.00%	98	20.97%	
607100	Membership/Dues	725	725	250	725	100.00%	550	24.14%	
607110	Travel/Conference/Meetings	2,000	2,000	-	350	17.50%	75	78.57%	
607115	Training	6,000	6,000	-	(140)	-2.33%	3,709	-103.77%	
607120	Education Reimbursement Program	10,000	10,000	175	800	8.00%	-	100.00%	
608105	Professional Services	10,000	12,100	296	6,569	54.29%	7,503	-12.45%	
608125	Advertising/ Business Dev't	1,800	1,800	199	3,438	191.00%	971	254.07%	
609125	Employee/Volunteer Recognition	7,500	7,500	-	9,005	120.07%	3,252	176.91%	
612105	Vehicle Replacement Charge	610	610	51	508	83.28%	513	-0.98%	
612115	Liability Insurance Charge	5,840	5,840	-	4,993	85.50%	-	100.00%	
TOTAL ADMINISTRATION-GUZMAN		\$ 176,885	\$ 184,185	\$ 12,267	\$ 135,260	73.44%	\$ 114,344	18.29%	

* = Actual data is reported through April.

Finance-Bannigan
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
101	General Fund							
1500	Finance							
501110	Salaries-Regular	\$ 466,220	\$ 469,790	\$ 34,938	\$ 368,219	78.38%	\$ 353,088	4.29%
501115	Salaries-Overtime	500	500	-	129	25.80%	133	-3.10%
501120	Salaries-Part Time	42,415	38,575	2,755	32,254	83.61%	41,382	-22.06%
502100	Retirement	112,590	112,860	9,329	98,193	87.00%	88,972	10.36%
502105	Workers Comp Insurance	8,960	8,960	746	7,929	88.49%	-	100.00%
502110	Health/Life Insurance	53,520	53,520	4,107	38,300	71.56%	34,344	11.52%
502111	Medical In-Lieu Pay	4,920	4,920	458	4,908	99.76%	2,021	58.82%
502115	Unemployment Insurance	1,935	1,935	36	968	50.03%	2,295	-57.82%
502120	Medicare/FICA	7,120	7,120	467	4,985	70.01%	4,877	2.21%
502130	Other Benefit Charges	4,470	4,470	309	3,256	72.84%	770	76.35%
602110	Office Expense	8,000	8,000	108	2,604	32.55%	4,660	-44.12%
602115	Postage	5,000	5,000	132	3,341	66.82%	2,366	29.18%
602120	Books/Periodicals	415	415	-	112	26.99%	-	100.00%
607100	Membership/Dues	795	795	-	302	37.99%	1,157	-283.11%
607110	Travel/Conference/Meetings	4,200	4,200	1,368	3,396	80.86%	595	82.48%
607115	Training	1,700	1,700	-	430	25.29%	645	-33.33%
608105	Professional Services	88,035	114,161	16,389	73,379	64.28%	58,264	20.60%
608107	Financial Services	17,600	17,600	3,429	13,472	76.55%	14,423	-6.59%
608130	Temporary Help	-	-	-	-	**	35,287	-100.00%
611116	Payment to Other Agencies	-	-	352	939	**	889	5.62%
612105	Vehicle Replacement Charge	1,220	1,220	102	1,017	83.36%	1,029	-1.18%
612115	Liability Insurance Charge	32,350	32,350	-	27,657	85.49%	37,622	-36.03%
701100	Equipment-Office	-	2,000	-	-	0.00%	-	**
702100	Furniture-Office	600	600	-	-	0.00%	-	**
1500	Finance Total	862,565	890,691	75,025	685,790	77.00%	684,819	0.14%

* = Actual data is reported through April.

Finance-Bannigan
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
1600	Non-Departmental							
502110	Health/Life Insurance		-	-	-	**	-	#DIV/0!
602100	Special Dept Expense	3,000	3,000	-	892	29.73%	-	100.00%
602110	Office Expense	-	-	-	-	**	2,311	-100.00%
611105	Revenue Sharing-City of Anaheim	40,000	40,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	5,000	5,000	-	-	0.00%	-	**
1600	Non-Departmental Total	48,000	48,000	-	892	1.86%	2,311	-61.40%
TOTAL FINANCE		\$ 910,565	\$ 938,691	\$ 75,025	\$ 686,682	73.15%	\$ 687,130	-0.07%

* = Actual data is reported through April.

Public Safety-Wren
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
101	General Fund							
1520	Emergency Services							
602140	Materials & Supplies	\$ 5,000	\$ 3,125	\$ -	\$ 55	1.76%	\$ 16,704	-4060.73%
608100	Contractual Services	-	10,670	-	-	0.00%	-	**
608105	Professional Services	-	52,796	2,362	46,726	88.50%	-	100.00%
701105	Equipment-General	-	-	-	-	**	176	-100.00%
1520	Emergency Services	5,000	66,591	2,362	46,781	70.25%	16,880	63.92%
2100	Law Enforcement							
602100	Special Dept Expense	3,000	2,000	109,000	109,000	5.45%	1,252	-91.29%
602110	Office Expense	1,500	2,500	109	2,208	88.32%	1,229	44.34%
602145	Gas/Oil/Lube	3,000	3,000	185	727	24.23%	898	-23.52%
603125	Vehicle Maintenance	-	-	-	-	**	4,490	-100.00%
604100	Communications	36,030	36,030	552	23,573	65.43%	32,837	-28.21%
608100	Contractual Services	18,350	18,350	3,058	15,290	83.32%	15,552	-1.68%
608160	O.C.S.D. Contract	8,629,270	8,174,004	710,296	6,677,712	81.69%	4,159,858	60.53%
612105	Vehicle Replacement Charge	8,700	8,700	725	7,250	83.33%	7,350	-1.38%
702100	Furniture-Office	-	-	-	-	**	108	-100.00%
2100	Law Enforcement Total	8,699,850	8,244,584	715,034	6,726,869	81.59%	4,223,574	37.21%
2200	Fire Protection							
602100	Special Department Expense	40,800	40,800	-	20,557	50.38%	39,199	-90.68%
608185	O.C.F.A. Contract	3,626,060	3,276,060	927,643	2,425,428	74.03%	2,782,637	-14.73%
2200	Fire Protection Total	3,666,860	3,316,860	927,643	2,445,985	73.74%	2,821,836	-15.37%
2230	Ambulance Services							
608190	Contractual Ambulance Svcs	2,500	2,500	200	800	32.00%	1,686	-52.55%
2230	Ambulance Services Total	2,500	2,500	200	800	32.00%	1,686	-52.55%
2300	Homeless Prevention							
610230	North SPA Navigation Center Cost Share	-	68,000	-	-	0.00%	-	**
2300	Homeless Total	-	68,000	-	-	0.00%	-	**

* = Actual data is reported through April.

Public Safety-Wren
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *			
2400	Animal Control Services							
608170	Animal Control Services	191,390	192,390	32,414	175,959	91.46%	136,710	22.31%
2400	Animal Control Services Total	191,390	192,390	32,414	175,959	91.46%	136,710	22.31%
2500	Public Safety-Other							
501110	Salaries-Regular	58,390	58,390	4,115	47,610	81.54%	56,342	-15.50%
501120	Salaries-Part Time	-	-	-	-	**	4,445	-100.00%
502100	Retirement Charges	11,765	11,765	1,005	10,424	88.60%	13,776	-24.33%
502105	Workers Comp Insurance	945	945	81	851	90.05%	-	100.00%
502110	Health/Life Insurance	705	705	35	332	47.09%	3,348	-90.08%
502111	Medical In-Lieu Pay	2,100	2,100	-	1,138	54.19%	700	38.49%
502115	Unemployment Insurance	105	105	-	56	53.33%	78	-39.29%
502120	Medicare/FICA	785	785	60	639	81.40%	896	-28.68%
502130	Other Benefit Charges	375	375	36	378	100.80%	92	75.66%
602100	Special Department Expense	-	100	-	100	100.00%	-	100.00%
602110	Office Expense	1,200	1,200	204	1,144	95.33%	939	21.83%
602115	Postage	250	250	-	1	0.40%	101	-99.01%
602130	Clothing	-	785	-	2,508	319.49%	-	100.00%
602135	Safety Equipment	-	875	-	876	100.11%	-	100.00%
602140	Materials & Supplies	-	65	-	64	98.46%	-	100.00%
607115	Training	700	700	-	41	5.86%	-	100.00%
608100	Contractual Services	4,680	4,680	-	4,678	99.96%	4,678	0.00%
612115	Liability Insurance Charge	28,175	28,175	-	24,087	85.49%	27,884	-15.76%
701100	Equipment -Office	-	4,400	-	-	0.00%	-	**
2500	Public Safety-Other Total	110,175	116,400	5,536	94,927	81.55%	113,279	-16.20%
4300	Parking Control							
501110	Salaries-Regular	142,590	142,590	10,583	112,433	78.85%	108,997	3.15%
502115	Salaries-Overtime	-	35	-	33	94.29%	-	100.00%
501120	Salaries-Part Time	12,350	12,350	730	10,823	87.64%	10,620	1.91%
502100	Retirement	36,055	36,055	3,194	33,789	93.72%	31,821	6.18%

* = Actual data is reported through April.

Public Safety-Wren
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *			
4300	Parking Control, Continued							
502105	Workers Comp Insurance	2,735	2,735	224	2,440	89.21%	-	100.00%
502110	Health/Life Insurance	14,050	14,050	1,128	10,558	75.15%	9,709	8.74%
502111	Medical In-Lieu Pay	4,140	4,140	270	3,188	77.00%	1,368	57.09%
502115	Unemployment Insurance	705	705	-	378	53.62%	526	-39.15%
502120	Medicare/FICA	2,220	2,220	166	1,816	81.80%	1,761	3.12%
502130	Other Benefit Charges	1,445	1,445	93	995	68.86%	207	79.20%
602110	Office Expense	6,500	6,500	11	5,313	81.74%	154	97.10%
602115	Postage	500	500	10	169	33.80%	128	24.26%
602130	Clothing	4,500	4,500	2,361	2,771	61.58%	-	100.00%
604100	Communications	1,000	1,000	55	419	41.90%	710	-69.45%
608105	Professional Services	15,000	30,000	3,186	23,540	78.47%	21,095	10.39%
612105	Vehicle Replacement Charge	7,100	7,100	592	5,917	83.34%	2,996	49.37%
4300	Parking Control Total	250,890	265,925	22,603	214,582	80.69%	190,092	12.88%
6200	Code Enforcement							
501110	Salaries-Regular	330,660	330,660	24,527	259,137	78.37%	235,165	10.19%
502115	Salaries-Overtime	-	15	-	14	93.33%	-	100.00%
501120	Salaries-Part Time	12,350	12,350	730	10,824	87.64%	10,236	5.74%
502100	Retirement	82,925	82,925	6,918	72,947	87.97%	65,004	12.22%
502105	Workers Comp Insurance	6,050	6,050	500	5,345	88.35%	-	100.00%
502110	Health/Life Insurance	40,430	40,430	3,571	33,601	83.11%	27,941	20.26%
502111	Medical In-Lieu Pay	4,560	4,560	130	2,925	64.14%	1,508	48.44%
502115	Unemployment Insurance	1,290	1,290	-	692	53.64%	963	-39.16%
502120	Medicare/FICA	4,835	4,835	359	3,878	80.21%	3,532	9.80%
502130	Other Benefit Charges	3,010	3,010	216	2,286	75.95%	265	88.41%
602110	Office Expense	1,500	1,500	717	717	47.80%	332	115.96%
602115	Postage	1,000	1,000	64	516	51.60%	523	-1.36%
602160	Code Enforcement Equipment	8,000	8,000	-	3,074	38.43%	-	100.00%
603105	Equipment Maintenance	1,000	-	-	-	**	-	**

* = Actual data is reported through April.

Public Safety-Wren
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
6200	Code Enforcement, Continued							
604100	Communications	800	-	-	-	**	624	-100.00%
607100	Membership/Dues	800	800	-	380	47.50%	475	-25.00%
607105	Mileage Reimbursement	100	-	-	-	**	-	**
607110	Travel/Conference/Meetings	1,500	-	-	-	**	-	**
607115	Training	1,000	-	-	250	**	109	56.40%
608100	Contractual Services	4,000	4,000	315	2,835	70.88%	2,835	0.00%
608105	Professional Services	5,000	5,000	716	3,320	66.40%	3,512	-5.78%
608180	Prosecution/Code Enforcement	-	-	-	-	**	19,542	-100.00%
612105	Vehicle Replacement Charge	9,060	9,060	755	7,550	83.33%	4,650	38.41%
6200	Code Enforcement Total	519,870	515,485	39,518	410,291	79.59%	377,216	8.77%
101	GENERAL FUND TOTAL	\$ 13,446,535	\$ 12,788,735	\$ 1,745,310	\$ 10,116,194	79.10%	\$ 7,881,273	28.36%
102	General Fund (Transactions & Use Tax)							
2100	Law Enforcement							
608160	O.C.S.D. Contract	3,498,000	3,847,960	308,195	3,358,909	87.29%	5,156,468	-34.86%
2100	Law Enforcement Total	3,498,000	3,847,960	308,195	3,358,909	87.29%	5,156,468	-34.86%
2200	Fire Protection							
608185	O.C.F.A. Contract	1,500,000	1,857,500	355,744	1,424,733	76.70%	899,158	58.45%
2200	Fire Protection Total	1,500,000	1,857,500	355,744	1,424,733	76.70%	899,158	58.45%
102	TRANSACTIONS AND USE TAX TOTAL	\$ 4,998,000	\$ 5,705,460	\$ 663,939	\$ 4,783,642	83.84%	\$ 6,055,626	-21.00%
	TOTAL PUBLIC SAFETY	\$ 18,444,535	\$ 18,494,195	\$ 2,409,249	\$ 14,899,836	80.56%	\$ 13,936,899	6.91%

* = Actual data is reported through April.

Public Works - Ames
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
101	General Fund							
3000	Public Works Administration							
501110	Salaries-Regular	\$ 318,785	\$ 309,526	\$ 24,145	\$ 227,724	73.57%	\$ 247,256	-7.90%
501120	Salaries-Part Time	16,710	16,710	-	12,088	72.34%	11,400	6.04%
502100	Retirement Charges	68,410	68,654	5,833	55,048	80.18%	55,253	-0.37%
502105	Workers Comp Insurance	5,820	6,037	478	4,748	78.65%	-	100.00%
502110	Health/Life Insurance	50,580	42,270	2,531	22,462	53.14%	32,986	-31.90%
502111	Medical In-Lieu Pay	600	5,575	500	4,400	78.92%	602	630.90%
502115	Unemployment Insurance	1,200	1,200	-	793	66.08%	829	-4.34%
502120	Medicare/FICA	4,575	4,307	349	3,475	80.68%	3,716	-6.49%
502130	Other Benefit Charges	2,680	2,594	212	2,010	77.49%	288	85.67%
607110	Travel/Conference/Meetings	-	1,000	-	552	55.20%	-	100.00%
608130	Temporary Help	-	16,480	-	16,480	100.00%	-	100.00%
612115	Liability Insurance Charge	38,215	38,215	-	32,671	85.49%	45,926	-40.57%
3000	Public Works Administration Total	507,575	512,568	34,048	382,451	74.61%	398,256	-3.97%
3100	Engineering							
501110	Salaries-Regular	39,040	42,670	3,555	30,196	70.77%	42,630	-29.17%
501115	Salaries-Overtime	-	-	-	-	**	1,029	-100.00%
502100	Retirement	8,525	10,740	829	6,458	60.13%	9,675	-33.25%
502105	Workers Comp Insurance	715	965	70	598	61.97%	-	100.00%
502110	Health/Life Insurance	8,920	9,730	508	3,164	32.52%	9,239	-65.75%
502115	Unemployment Insurance	135	195	-	161	82.56%	146	9.32%
502120	Medicare/FICA	565	610	51	433	70.98%	594	-37.18%
502130	Other Benefit Charges	360	420	31	266	63.33%	21	92.11%
602110	Office Expense	2,100	2,100	-	76	3.62%	-	100.00%
602115	Postage	-	-	-	15	**	384	-96.09%
602120	Books/Periodicals	-	-	108	108	**	-	100.00%
602140	Materials & Supplies	2,500	2,500	-	634	25.36%	281	125.62%

* = Actual data is reported through April.

Public Works - Ames
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
3100	Engineering, Continued							
607100	Membership/Dues	1,850	1,850	-	900	48.65%	653	27.44%
607110	Travel/Conference/Meetings	1,300	1,300	-	111	8.54%	-	100.00%
607115	Training	1,000	1,000	-	-	0.00%	-	**
608105	Professional Services	-	20,000	-	-	**	3,026	-100.00%
608110	Engineering Services	44,400	47,650	-	15,987	33.55%	28,494	-43.89%
608120	Plan Checking Services	33,300	30,700	575	2,123	6.92%	17,654	-87.97%
612105	Vehicle Replacement Charge	680	680	57	567	83.38%	575	-1.41%
3100	Engineering Total	145,390	173,110	5,784	61,797	35.70%	114,401	-45.98%
3200	Public Facilities							
501110	Salaries-Regular	21,950	21,950	3,480	48,348	220.26%	19,342	149.96%
501115	Salaries-Overtime	300	300	400	1,325	441.67%	183	86.19%
502100	Retirement	5,185	5,185	813	11,283	217.61%	4,386	157.25%
502105	Workers Comp Insurance	425	425	69	957	225.18%	-	100.00%
502110	Health/Life Insurance	4,820	4,820	595	6,311	130.93%	3,457	82.56%
502115	Unemployment Insurance	150	150	-	228	152.00%	111	51.32%
502120	Medicare/FICA	305	305	56	720	236.07%	281	156.23%
502130	Other Benefit Charges	200	200	31	425	212.50%	10	4150.00%
602100	Special Dept Expense	7,885	7,885	-	1,131	14.34%	3,104	-63.56%
602110	Office Expense	2,100	2,100	-	-	0.00%	54	-100.00%
602130	Clothing	3,500	3,500	(58)	1,571	44.89%	2,977	-47.23%
602135	Safety Equipment	500	500	-	107	21.40%	563	-80.99%
602140	Materials & Supplies	8,000	8,000	546	3,118	38.98%	3,732	-16.45%
603110	Building Maintenance	123,240	123,240	5,605	59,216	48.05%	58,491	1.24%
604100	Communications	35,000	35,000	446	4,451	12.72%	3,816	16.64%
604105	Utilities	140,000	140,000	13,110	120,724	86.23%	110,077	8.82%
608100	Contractual Services	65,000	100,980	5,250	55,744	55.20%	47,356	17.71%
611110	O.C. Sanitation District User Fee	14,120	14,120	-	13,985	99.04%	13,822	1.17%

* = Actual data is reported through April.

Public Works - Ames
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
3200	Public Facilities, Continued							
612105	Vehicle Replacement Charge	3,660	3,660	305	3,050	83.33%	3,092	-1.38%
3200	Public Facilities Total	436,340	472,320	30,648	332,694	70.44%	274,854	21.04%
3300	Crossing Guard							
608175	Crossing Guard Services	43,165	43,165	4,049	30,681	71.08%	6,178	79.86%
3300	Crossing Guard Total	43,165	43,165	4,049	30,681	71.08%	6,178	79.86%
3400	Parks Maintenance							
501110	Salaries-Regular	75,595	75,595	4,735	55,358	73.23%	50,304	10.05%
501115	Salaries-Overtime	2,500	2,500	186	2,753	110.12%	2,204	24.91%
502100	Retirement	15,705	15,705	1,100	12,869	81.94%	11,345	13.43%
502105	Workers Comp Insurance	1,320	1,320	94	1,096	83.03%	-	100.00%
502110	Health/Life Insurance	11,420	11,420	908	8,769	76.79%	7,161	22.45%
502111	Medical In-Lieu Pay	840	840	70	682	81.19%	280	58.94%
502115	Unemployment Insurance	405	405	-	231	57.04%	270	-16.88%
502120	Medicare/Fica	1,060	1,060	72	852	80.38%	767	11.08%
502130	Other Benefit Charges	680	680	42	487	71.62%	25	94.87%
602100	Special Dept Expense	5,000	5,000	165	760	15.20%	1,064	-28.57%
603105	Equipment Maintenance	15,000	15,000	31	8,848	58.99%	8,860	-0.14%
604105	Utilities	176,000	176,000	14,326	127,181	72.26%	122,203	3.91%
605100	Land Lease	3,000	20,500	-	5,834	28.46%	5,161	13.04%
608100	Contractual Services	99,700	124,700	6,125	68,107	54.62%	70,599	-3.53%
612105	Vehicle Replacement Charge	4,455	4,455	371	3,713	83.34%	3,763	-1.33%
3400	Parks Maintenance Total	412,680	455,180	28,225	297,540	65.37%	284,006	4.77%
3500	Street Maintenance							
501110	Salaries-Regular	106,230	106,230	8,603	82,199	77.38%	80,549	2.05%
501115	Salaries-Overtime	4,000	4,000	192	3,526	88.15%	2,485	41.89%
502100	Retirement	23,180	23,180	1,999	19,032	82.11%	18,249	4.29%
502105	Workers Comp Insurance	1,930	1,930	170	1,628	84.35%	-	100.00%

* = Actual data is reported through April.

Public Works - Ames
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
3500	Street Maintenance, Continued							
502110	Health/Life Insurance	16,000	16,000	1,290	13,249	82.81%	11,137	18.96%
502111	Medical In-Lieu Pay	2,310	2,310	193	1,877	81.26%	770	58.98%
502115	Unemployment Insurance	615	615	-	391	63.58%	441	-12.79%
502120	Medicare/FICA	1,515	1,515	130	1,270	83.83%	1,218	4.27%
502130	Other Benefit Charges	970	970	76	723	74.54%	40	94.47%
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	804	-100.00%
602125	Small Tools	4,000	4,000	-	548	13.70%	921	-40.50%
602140	Materials & Supplies	65,000	45,000	4,466	24,008	53.35%	41,825	-42.60%
603105	Equipment Maintenance	2,000	2,000	-	1,161	58.05%	-	100.00%
608100	Contractual Services	190,000	161,000	15,845	137,447	85.37%	173,858	-20.94%
612105	Vehicle Replacement Charge	18,230	18,230	1,519	15,192	83.34%	8,233	45.81%
710190	Pavement Maintenance	60,000	-	-	3,800	**	-	100.00%
3500	Street Maintenance Total	498,980	389,980	34,483	306,051	78.48%	340,530	-10.13%
3600	Storm Drain Maintenance							
608155	Storm Water Monitor Program	115,860	115,860	-	79,198	68.36%	81,621	-2.97%
3600	Storm Drain Maintenance Total	115,860	115,860	-	79,198	68.36%	81,621	-2.97%
6300	Graffiti Abatement							
501110	Salaries-Regular	38,570	38,570	2,353	8,654	22.44%	32,627	-277.02%
501115	Salaries-Overtime	8,000	8,000	494	2,020	25.25%	5,360	-165.35%
502100	Retirement Charges	8,935	8,935	549	1,993	22.31%	7,586	-280.63%
502105	Workers Comp Insurance	735	735	47	171	23.27%	-	100.00%
502110	Health/Life Insurance	8,215	8,215	540	2,026	24.66%	6,246	-208.29%
502115	Unemployment Insurance	255	255	-	57	22.35%	214	-275.44%
502120	Medicare/FICA	540	540	41	155	28.70%	549	-254.19%
502130	Other Benefit Charges	350	350	21	76	21.71%	17	77.63%
602140	Materials & Supplies	15,000	20,000	364	13,076	65.38%	10,102	29.44%
603105	Equipment Maintenance	7,500	7,500	-	1,001	13.35%	831	20.46%

* = Actual data is reported through April.

Public Works - Ames
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
6300	Graffiti Abatement, Continued							
612105	Vehicle Replacement Charge	13,800	13,800	1,150	11,500	83.33%	11,654	-1.34%
6300	Graffiti Abatement Total	101,900	106,900	5,559	40,729	38.10%	75,186	100.00%
	TOTAL PUBLIC WORKS	\$ 2,261,890	\$ 2,269,083	\$ 142,796	\$ 1,531,141	67.48%	\$ 1,575,032	-2.79%

* = Actual data is reported through April.

Community Development-Lilley
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *			
101	General Fund							
4000	Community Development Administration							
501110	Salaries-Regular	\$ 177,760	\$ 177,760	\$ 12,732	\$ 134,207	75.50%	\$ 62,515	114.68%
501115	Salaries-Overtime	-	-	41	337	**	85	74.78%
502100	Retirement Charges	52,005	52,005	3,062	31,986	61.51%	16,170	97.81%
502105	Workers Comp Insurance	4,280	4,280	252	2,657	62.08%	-	100.00%
502110	Health/Life Insurance	17,810	17,810	975	10,204	57.29%	6,678	52.80%
502115	Unemployment Insurance	345	345	-	185	53.62%	261	-29.12%
502120	Medicare/FICA	2,315	2,315	180	1,908	82.42%	877	117.56%
502130	Other Benefit Charges	1,145	1,145	112	1,181	103.14%	31	97.38%
602110	Office Expense	1,000	1,000	-	1,020	102.00%	925	10.27%
602120	Books/Periodicals	1,200	1,200	-	178	14.83%	337	-89.33%
607100	Membership/Dues	1,600	1,600	-	969	60.56%	-	100.00%
607110	Travel/Conference/Meetings	-	-	-	22	**	-	100.00%
607115	Training	1,200	1,200	-	289	24.08%	-	100.00%
612115	Liability Insurance Charge	52,965	52,965	-	45,281	85.49%	38,261	15.50%
702100	Office Furniture	-	-	-	-	**	234	-100.00%
4000	Community Development Administration Total	313,625	313,625	17,354	230,424	73.47%	126,374	82.33%
4100	Planning							
501110	Salaries-Regular	207,355	236,220	13,330	159,266	67.42%	199,658	-20.23%
501115	Salaries-Overtime	1,200	1,200	158	1,025	85.42%	1,193	-14.08%
501125	Salaries-Appointed	9,000	9,000	623	7,545	83.83%	6,386	18.15%
502100	Retirement	65,640	72,870	2,809	36,452	50.02%	44,289	-17.70%
502105	Workers Comp Insurance	5,655	6,315	264	3,153	49.93%	-	100.00%
502110	Health/Life Insurance	29,995	33,190	1,030	17,562	52.91%	23,320	-24.69%
502115	Unemployment Insurance	900	1,050	-	349	33.24%	1,068	-67.32%
502120	Medicare/FICA	3,140	3,545	204	2,430	68.55%	2,949	-17.60%
502130	Other Benefit Charges	2,095	2,415	117	1,402	58.05%	100	92.87%

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Community Development-Lilley
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *			
4100	Planning, Continued							
602110	Office Expense	-	-	-	49	**	(577)	1277.55%
602115	Postage	750	750	67	315	42.00%	579	-83.81%
602120	Books/Periodicals	-	-	-	-	**	353	-100.00%
602140	Materials & Supplies	1,000	1,000	-	-	0.00%	-	**
607100	Membership/Dues	2,500	2,500	-	721	28.84%	470	34.81%
607110	Travel/Conference/Meetings	8,200	8,200	31	145	1.77%	155	-6.45%
607115	Training	1,550	1,550	-	-	0.00%	-	**
608100	Contractual Services	4,000	4,000	-	1,706	42.65%	350	79.48%
608105	Professional Services	-	261,087	3,589	152,314	58.34%	104,994	31.07%
608135	Microfilming	1,000	1,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	610	610	51	508	83.28%	513	-0.98%
4100	Planning Total	344,590	646,502	22,273	384,942	59.54%	385,800	-0.22%
4200	Building Regulation							
501110	Salaries-Regular	50,370	52,900	4,262	41,035	77.57%	46,970	-12.64%
502100	Retirement	14,085	14,310	996	9,589	67.01%	10,284	-6.76%
502105	Workers Comp Insurance	1,130	1,130	84	813	71.95%	-	100.00%
502110	Health/Life Insurance	9,760	10,175	781	7,187	70.63%	6,623	8.52%
502111	Medical In-Lieu Pay	-	-	30	301	**	-	100.00%
502115	Unemployment Insurance	300	300	-	265	88.33%	274	-3.28%
502120	Medicare/FICA	730	760	62	599	78.82%	664	-9.79%
502130	Other Benefit Charges	480	480	38	361	75.21%	23	93.63%
602110	Office Expense	200	200	-	83	41.50%	114	-27.19%
602115	Postage	700	700	-	14	2.00%	104	-86.54%
602120	Books/Periodicals	500	500	-	-	0.00%	-	**
607100	Membership/Dues	250	250	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	500	500	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	-	0.00%	350	-100.00%
608115	Inspection Services	700,000	700,000	41,447	274,926	39.28%	557,682	-50.70%

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Community Development-Lilley
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *			
4200	Building Regulation, Continued							
608130	Temporary Help	-	-	-	-	**	7,722	-100.00%
608135	Microfilming	2,000	2,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	2,250	2,250	1,409	1,771	78.71%	2,739	-35.34%
4200	Building Regulation Total	784,255	787,455	49,109	336,944	42.79%	633,549	-46.82%
4400	Business Relations							
607100	Membership/Dues	2,000	2,000	-	570	28.50%	-	100.00%
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	2,250	2,250	-	-	0.00%	17,000	-100.00%
608105	Professional Services	15,000	15,000	-	-	0.00%	-	**
608145	Information Technology	3,750	3,750	-	-	0.00%	400	-100.00%
609100	Special Events	12,300	12,300	-	-	0.00%	-	**
610210	Business Relations Programs	-	-	-	-	**	19	-100.00%
4400	Business Relations	37,800	37,800	-	570	1.51%	17,419	-96.73%
101	GENERAL FUND TOTAL	\$ 1,480,270	\$ 1,785,382	\$ 88,736	\$ 952,880	53.37%	\$ 1,163,142	-18.08%
102	General Fund (Transactions & Use Tax)							
4100	Planning							
608105	Professional Services	-	5,310	-	5,310	100.00%	9,310	-42.96%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ 5,310	\$ -	\$ 5,310	100.00%	\$ 9,310	-42.96%
	TOTAL COMMUNITY DEVELOPMENT	\$ 1,480,270	\$ 1,790,692	\$ 88,736	\$ 958,190	53.51%	\$ 1,172,452	-18.27%

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Community Service - Bobadilla
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22					FY 2020/21 Actual	% Change From Prior Year
		FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Activity During April	Year to Date Actual *	% of Budget		
101	General Fund							
5000	Public Information Office							
501110	Salaries-Regular	\$ 82,975	\$ 76,410	\$ 1,841	\$ 49,742	65.10%	\$ -	100.00%
502100	Retirement Charges	18,765	18,055	430	11,515	63.78%	-	100.00%
502105	Workers Comp Insurance	1,575	1,575	36	985	62.54%	-	100.00%
502110	Health/Life Insurance	12,445	11,225	211	6,988	62.25%	-	100.00%
502115	Unemployment Insurance	375	375	-	174	46.40%	-	100.00%
502120	Medicare/FICA	1,190	1,070	27	721	67.38%	-	100.00%
502130	Other Benefit Charges	775	690	16	438	63.48%	-	100.00%
602113	Social Media	2,500	2,500	142	1,523	60.92%	1,150	24.49%
607100	Membership/Dues	-	250	-	252	100.80%	-	100.00%
608105	Professional Services	-	10,000	375	750	7.50%	-	100.00%
5000	Public Information Office	120,600	122,150	3,078	73,088	59.83%	1,150	98.43%
5100	Community Services Administration							
501110	Salaries-Regular	279,875	283,185	21,274	216,360	76.40%	298,770	-27.58%
501115	Salaries-Overtime	-	-	57	57	**	-	100.00%
501120	Salaries-Part Time	1,840	1,840	113	2,427	131.90%	38,516	-93.70%
502100	Retirement	65,905	66,180	5,528	56,477	85.34%	73,767	-23.44%
502105	Workers Comp Insurance	4,940	4,940	423	4,332	87.69%	-	100.00%
502110	Health/Life Insurance	29,000	29,195	2,355	22,020	75.42%	34,383	-35.96%
502111	Medical In-Lieu Pay	6,000	6,000	500	5,125	85.42%	3,000	41.46%
502115	Unemployment Insurance	900	900	3	456	50.67%	1,703	-73.22%
502120	Medicare/FICA	3,890	3,970	302	3,095	77.96%	4,815	-35.72%
502130	Other Benefit Charges	2,245	2,285	187	1,905	83.37%	704	63.04%
602100	Special Dept Expense	18,950	87,550	878	76,753	87.67%	3,911	1862.49%
602110	Office Expense	3,185	3,185	-	2,049	64.33%	890	130.22%
602115	Postage	500	500	-	375	75.00%	6,265	-1570.67%
603110	Building Maintenance	10,485	7,785	450	4,428	56.88%	450	89.84%
607100	Membership/Dues	1,160	910	-	892	98.02%	145	83.74%

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Community Service - Bobadilla
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
5100	Community Services Administration, Continued							
607115	Training	1,500	900	-	295	32.78%	235	20.34%
608100	Contractual Services	-	-	-	-	**	22	-100.00%
609100	Special Events	11,500	16,700	1,540	11,976	71.71%	5,324	55.54%
609125	Employee/Volunteer Recognition	-	-	-	-	**	223	-100.00%
612105	Vehicle Replacement Charge	7,845	7,845	654	6,538	83.34%	5,667	13.32%
612115	Liability Insurance Charge	59,295	59,295	-	50,693	85.49%	53,636	-5.81%
701105	Equipment-General	-	-	-	-	**	2,346	-100.00%
5100	Community Services Administration Total	509,015	583,165	34,264	466,253	79.95%	534,772	-12.81%
5200	Community Center Operations							
501110	Salaries-Regular	34,750	34,750	1,936	21,295	61.28%	-	100.00%
501115	Salaries-Overtime	-	-	95	259	**	-	100.00%
501120	Salaries-Part Time	92,150	92,150	2,304	24,802	26.91%	-	100.00%
502100	Retirement	14,905	14,905	506	5,572	37.38%	-	100.00%
502105	Workers Comp Insurance	2,260	2,260	84	913	40.40%	-	100.00%
502110	Health/Life Insurance	6,130	6,130	322	3,209	52.35%	-	100.00%
502111	Medical In-Lieu Pay	2,700	2,700	250	2,375	87.96%	-	100.00%
502115	Unemployment Insurance	1,500	1,500	42	346	23.07%	-	100.00%
502120	Medicare/FICA	1,855	1,855	66	706	38.06%	-	100.00%
502130	Other Benefit Charges	1,370	1,370	18	200	14.60%	-	100.00%
602100	Special Dept Expense	4,820	5,170	620	3,410	65.96%	156	2085.90%
602110	Office Expense	1,000	1,000	-	451	45.10%	351	28.49%
603110	Building Maintenance	6,695	6,345	429	4,161	65.58%	3,231	28.78%
612105	Vehicle Replacement Charge	395	395	33	329	83.29%	333	-1.20%
5200	Community Center Operations	170,530	170,530	6,705	68,028	39.89%	4,071	94.02%
5300	Park Operations							
501110	Salaries-Regular	76,300	76,300	5,331	56,241	73.71%	48,843	15.15%
501115	Salaries-Overtime	-	-	400	2,141	**	494	333.40%
501120	Salaries-Part Time	102,715	102,715	11,992	91,458	89.04%	69,998	30.66%

* = Actual data is reported through April.

Community Service - Bobadilla
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
5300	Park Operations, Continued							
502100	Retirement	15,310	15,310	1,246	13,144	85.85%	11,098	18.44%
502105	Workers Comp Insurance	3,540	3,540	343	2,924	82.60%	-	100.00%
502110	Health/Life Insurance	11,275	11,275	823	7,716	68.43%	6,324	22.01%
502111	Medical In-Lieu Pay	2,000	2,000	100	1,150	57.50%	588	48.87%
502115	Unemployment Insurance	2,025	2,025	278	1,785	88.15%	1,680	6.25%
502120	Medicare/FICA	2,545	2,545	258	2,193	86.17%	1,749	25.39%
502130	Other Benefit Charges	2,260	2,260	53	541	23.94%	1,032	-90.76%
602100	Special Dept Expense	5,500	5,500	319	2,946	53.56%	412	86.01%
602110	Office Expense	1,000	1,000	50	218	21.80%	394	-44.67%
5300	Park Operations	224,470	224,470	21,193	182,457	81.28%	142,612	27.94%
5400	Senior Citizens Programs							
501110	Salaries-Regular	18,040	18,040	1,190	13,896	77.03%	6,430	116.11%
501115	Salaries-Overtime	-	-	-	74	**	-	100.00%
501120	Salaries-Part Time	31,995	31,995	1,503	18,230	56.98%	25,558	-28.67%
502100	Retirement	3,470	3,470	278	3,247	93.57%	1,460	122.40%
502105	Workers Comp Insurance	880	880	53	636	72.27%	-	100.00%
502110	Health/Life Insurance	2,890	2,890	189	2,036	70.45%	954	113.42%
502111	Medical In-Lieu Pay	1,050	1,050	100	1,000	95.24%	400	60.00%
502115	Unemployment Insurance	600	600	37	195	32.50%	377	-48.28%
502120	Medicare/FICA	725	725	40	481	66.34%	476	1.05%
502130	Other Benefit Charges	665	665	11	130	19.55%	371	-185.38%
609200	Senior Citizen Program	1,200	1,500	-	716	47.73%	461	35.61%
5400	Senior Citizens Programs	61,515	61,815	3,401	40,641	65.75%	36,487	11.38%
5500	Recreation Programs							
602115	Postage	9,000	9,000	-	9,389	104.32%	-	100.00%
602150	Recreation Brochure Mailing	23,100	23,100	3,200	18,678	80.86%	7,541	59.63%

* = Actual data is reported through April.

Community Service - Bobadilla
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22		% of Budget	FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *			
5500	Recreation Programs, Continued							
608150	Contractual Recreation Program	16,800	31,000	-	15,838	51.09%	-	100.00%
5500	Recreation Programs	48,900	63,100	3,200	43,905	69.58%	7,541	82.82%
TOTAL COMMUNITY SERVICES		\$ 1,135,030	\$ 1,225,230	\$ 71,841	\$ 874,372	71.36%	\$ 726,633	20.33%

* = Actual data is reported through April.

Transfers to Other Funds-Bannigan
April 2022 General Fund Expenditures (83% of year)

Acct. No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
101	General Fund							
1600	Non-Departmental							
800263	Transfer to Liability/Risk Mgmt. Fund	\$ -	\$ 131,330	\$ -	\$ 121,530	92.54%	\$ -	100.00%
800250	Transfer to FACT Grant	17,100	17,100	-	10,379	60.70%	13,958	-34.48%
800251	Transfer to Senior Transportation Fund	10,565	10,565	809	7,455	70.56%	3,300	125.91%
800280	Transfer to SCP Maintenance Fund	41,140	57,540	3,428	34,283	59.58%	49,586	-44.64%
800305	Transfer to Capital Projects Fund	-	104,000	-	-	0.00%	-	**
	TOTAL TRANSFERS OUT	\$ 68,805	\$ 320,535	\$ 4,237	\$ 173,647	54.17%	\$ 66,844	159.78%

* = Actual data is reported through April.

ATTACHMENT C

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General Fund - Fund Balance Status

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<u>Reserves as of June 30, 2021 (per City Reserve Policy):</u>			
Capital Improvement (A)	\$ 5,000,000		\$ 5,000,000
Economic Uncertainty (B)	5,217,000		5,217,000
Emergency Disaster Continuity (C)	2,609,000		2,609,000
Equipment and Maintenance (A)	150,000		150,000
Technology Equipment (A)	150,000		150,000
Subtotal	13,126,000	-	13,126,000
<u>Other Fund Balance Commitments:</u>			
Developer Contributions from Public Benefit/Public Facilities Fees	1,147,796		1,147,796
Developer Contributions from Neighborhood Preservation Fees	54,000		54,000
Subtotal	1,201,796	-	1,201,796
Available Fund Balance (unreserved)	7,064,280	369,100	7,433,380
Total Discretionary Fund Balance as of June 30, 2021	21,392,076	369,100	21,761,176
Estimated increase (decrease) of fund balance during Fiscal Year 2021-22	2,226,752	(369,100)	1,857,652
Total Discretionary Fund Balance as of June 30, 2022	\$ 23,618,828	\$ -	\$ 23,618,828

Notes:

(A) - Flat amounts per Reserve Policy adopted on June 22, 2021 (City Resolution No. 2021-23).

(B) - Amount is equal to 20% of Fiscal Year 2021/22 operating expenditures budgeted in General Fund per Reserve Policy adopted on June 22, 2021 (City Resolution No. 2021-23).

(C) - Amount is equal to 10% of Fiscal Year 2021/22 operating expenditures budgeted in General Fund per Reserve Policy adopted on June 22, 2021 (City Resolution No. 2021-23).

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HOUSING AUTHORITY FUND (#285)
April 2022 Revenues and Expenditures (83% of year)

Account No.	Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual *	% Change From Prior Year
				Activity During April	Year to Date Actual *	% of Budget		
REVENUES								
435100	Interest	\$ 150,000	\$ 50,000	\$ -	\$ 26,014	52.03%	\$ 70,948	-172.73%
435110	Unrealized Gains/Losses	-	-	(12,118)	(161,598)	**	(52,298)	67.64%
436140	Tina Way/Pacific Ave. Property Rent	500,000	500,000	128,257	396,822	79.36%	425,331	-6.70%
437135	Expense Reimbursement	2,000	2,000	-	2,000	100.00%	1,171	70.79%
437145	Sale Of Assets	-	682,000	150,000	831,902	121.98%	210,100	74.74%
TOTAL REVENUES		\$ 652,000	\$ 1,234,000	\$ 266,139	\$ 1,095,140	88.75%	\$ 655,252	67.13%
ESTIMATED EXPENDITURES AND OTHER USES								
Salaries and Benefits								
501110	Salaries-Regular	259,540	143,180	9,972	105,117	73.42%	154,126	-31.80%
501115	Salaries-Overtime	5,000	-	-	407	**	445	-9.34%
501120	Salaries-Part-Time	2,230	2,020	145	1,697	84.01%	1,841	-7.82%
502100	Retirement	71,340	46,215	2,561	27,162	58.77%	35,485	-23.45%
502105	Workers' Compensation	4,500	2,390	200	2,115	88.49%	-	100.00%
502110	Health/Life Insurance	36,455	16,770	1,097	10,914	65.08%	16,967	-35.68%
502111	Medical in Lieu	480	480	43	443	92.29%	240	45.82%
502115	Unemployment Insurance	1,035	435	2	204	46.90%	1,090	-81.28%
502120	Medicare/FICA	3,675	1,985	137	1,455	73.30%	2,173	-49.35%
502130	Other Benefits	2,205	1,125	88	926	82.31%	104	88.77%
608130	Temporary Help	-	-	-	-	**	1,851	-100.00%
Total-Salaries and Benefits		386,460	214,600	14,245	150,440	70.10%	214,322	-29.81%
Maintenance and Operations								
602100	Special Department Expense	-	-	-	-	**	3,961	-100.00%
602110	Office Expense	1,000	1,000	-	147	14.70%	-	100.00%
602115	Postage	500	500	-	14	2.80%	208	-93.27%
602140	Materials and Supplies	5,000	5,000	215	817	16.34%	-	100.00%
602145	Gas/Oil/Lube	-	-	-	20	**	-	100.00%
603120	Minor Repairs	15,000	15,000	-	-	0.00%	9,218	-100.00%

HOUSING AUTHORITY FUND (#285)
April 2022 Revenues and Expenditures (83% of year)

Account No.		Description	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	FY 2021/22			FY 2020/21 Actual *	% Change From Prior Year
					Activity During April	Year to Date Actual *	% of Budget		
Maintenance and Operations , Continued									
604105	Utilities		50,000	50,000	6,984	39,979	79.96%	50,369	-25.99%
607100	Membership Dues		5,300	5,300	-	-	0.00%	4,630	-100.00%
607110	Travel/Conference/Meetings		1,000	1,000	-	-	0.00%	-	**
607115	Training		2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services		-	2,665,440	446	318,436	11.95%	607,712	-90.84%
608105	Professional Services		437,000	410,000	18,722	140,578	34.29%	176,371	-25.46%
610135	Relocation Assistance		40,000	40,000	1,880	36,308	90.77%	74,406	-104.93%
610230	Navigation Center (North SPA)		30,000	30,000	-	-	0.00%	-	**
611110	O.C. Sanitation User Fee		21,400	21,400	-	20,837	97.37%	23,652	-13.51%
Total-Maintenance and Operations			608,700	3,247,140	28,247	557,136	17.16%	950,527	-41.39%
Allocated Charges									
612105	Vehicle Replacement Charge		10,075	10,075	840	8,396	83.33%	2,558	69.53%
612115	Liability Insurance Charge		16,190	16,190	-	13,841	85.49%	-	100.00%
612140	Information Technology Charge		24,075	24,075	2,006	20,063	83.34%	14,758	26.44%
614205	Admin Overhead		40,100	20,850	1,551	16,614	79.68%	26,624	-37.60%
Total-Allocated Charges			90,440	71,190	4,397	58,914	82.76%	43,940	34.08%
Capital Outlay									
760100	Demolition/Condemnation		-	100,000	-	-	**	187,875	-100.00%
790100	Land Acquisition		-	2,500,000	-	-	**	1,961,438	-100.00%
Total-Capital Outlay			-	2,600,000	-	-	**	2,149,313	-100.00%
Transfers to Other Funds									
800101	Transfer to General Fund		-	890,000	-	890,000	100.00%	-	100.00%
Total-Transfers to Other Funds			-	890,000	-	890,000	100.00%	-	100.00%
TOTAL EXPENDITURES			\$ 1,085,600	\$ 7,022,930	\$ 46,889	\$ 1,656,490	23.59%	\$ 3,358,102	-50.67%
REVENUES OVER (UNDER) EXPENDITURES			\$ (433,600)	\$ (5,788,930)	\$ 219,250	\$ (561,350)		\$ (2,702,850)	

* = Actual data is reported through April.

ATTACHMENT E

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Housing Authority Fund (Fund 285) - Fund Balance Status

Available Fund Balance as of June 30, 2021	\$ 13,007,781
Estimated increase (decrease) of fund balance during Fiscal Year 2021-22	<u>(3,457,990)</u>
Projected Available Fund Balance as of June 30, 2022	<u><u>\$ 9,549,791</u></u>

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CITY OF STANTON
FY 2021/22
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2021 THROUGH APRIL 30, 2022

Task Code	Description	Adopted Budget 2021/22	FY 2020/21 Budget Carryover	Other Budget Adjustments	Amended Budget 2021/22	YTD Actual 2021/22	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Street Projects									
2021-105	Traffic Signal Improvements - Fiscal Year 2020/21	\$ -	\$ 200,740	\$ -	\$ 200,740	\$ 109,784	\$ -	54.7%	\$ 90,956
2022-101	Citywide Street Rehabilitation - Fiscal Year 2021/22	2,075,000	49,253	-	2,124,253	54,853	4,900	2.8%	2,064,500
2022-102	Citywide Street Sign Replacement	150,000	-	-	150,000	513	-	0.3%	149,487
2022-103	Catch Basin Full Trash Capture Installations	-	-	127,225	127,225	-	114,500	90.0%	12,725
Total Street Projects		\$ 2,225,000	\$ 249,993	\$ 127,225	\$ 2,602,218	\$ 165,150	\$ 119,400	10.9%	\$ 2,317,668
Parks Projects									
2021-201	Park Master Plan	\$ -	\$ 100,870	\$ -	\$ 100,870	\$ -	\$ -	0.0%	\$ 100,870
2021-202	Hollenbeck Rubber Replacement	-	200,735	(200,735)	-	-	-	**	-
2021-203	Premier Park Play Equipment and Rubber	-	200,735	(200,735)	-	-	-	**	-
2021-204	Harry Dotson Rubber	-	70,510	(70,510)	-	-	-	**	-
2021-205	Dog Park (design)	50,000	-	164,000	214,000	-	193,962	90.6%	20,038
2022-201	Family Resource Center Improvements	425,000	-	-	425,000	-	57,600	13.6%	367,400
2022-202	Rehabilitate Building at Dotson Park	141,000	-	(141,000)	-	-	-	**	-
2022-203	Orangewood Parkette (design)	-	-	109,100	109,100	-	89,060	81.6%	20,040
2022-204	Norm Ross Sports Park	-	-	7,691,060	7,691,060	-	-	0.0%	7,691,060
2022-205	Replace Shade Structure at Stanton Central Park	-	-	60,000	60,000	-	-	0.0%	60,000
2022-206	Premier Park Renovation (design only)	-	-	150,000	150,000	-	-	0.0%	150,000
Total Parks Projects		\$ 616,000	\$ 572,850	\$ 7,561,180	\$ 8,750,030	\$ -	\$ 340,622	3.9%	\$ 8,409,408
Sewer									
2022-301	Sewer Master Plan Update	\$ 500,000	\$ -	\$ 50,000	\$ 550,000	\$ -	\$ 499,265	90.8%	\$ 50,735
Total Sewer		\$ 500,000	\$ -	\$ 50,000	\$ 550,000	\$ -	\$ 499,265	90.8%	\$ 50,735
Facilities									
2022-605	Sheriff's Substation Flooring Replacement	\$ -	\$ -	\$ 60,000	\$ 60,000	\$ -	\$ 50,002	83.3%	\$ 9,998
Total Facilities		\$ -	\$ -	\$ 60,000	\$ 60,000	\$ -	\$ 50,002	83.3%	\$ 9,998
GRAND TOTAL		\$ 3,341,000	\$ 822,843	\$ 7,798,405	\$ 11,962,248	\$ 165,150	\$ 1,009,289	9.8%	\$ 10,787,809
Funding Source									
101	General Fund	\$ -	\$ -	\$ 104,000	\$ 104,000	\$ -	\$ -	0.0%	\$ 104,000
211	Gas Tax Fund	381,431	-	(78,555)	302,876	513	22,900	7.7%	279,463
215	RMRA Fund	1,060,640	49,253	-	1,109,893	-	-	0.0%	1,109,893
220	Measure M Turnback Fund	750,000	174,740	(29,109)	895,631	109,528	96,500	23.0%	689,603
222	CDBG Grant Fund	350,000	-	-	350,000	-	-	0.0%	350,000
227	Other Grants Fund	-	-	7,792,840	7,792,840	-	-	0.0%	7,792,840

CITY OF STANTON
FY 2021/22
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2021 THROUGH APRIL 30, 2022

Task Code	Description	Adopted Budget 2021/22	FY 2020/21 Budget Carryover	Other Budget Adjustments	Amended Budget 2021/22	YTD Actual 2021/22	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
257	ARPA Fund	-	-	60,000	60,000	-	50,002	83.3%	9,998
262	Traffic Signal Impact Fees Fund	-	26,000	29,109	55,109	55,109	-	100.0%	-
263	Community Center Impact Fees Fund	141,000	-	(141,000)	-	-	-	**	-
305	Capital Projects Fund (Reserves)	32,929	-	60,000	92,929	-	-	0.0%	92,929
310	Park In-Lieu Fund	125,000	572,850	(48,880)	648,970	-	340,622	52.5%	308,348
501	Sewer Maintenance Fund	500,000	-	50,000	550,000	-	499,265	90.8%	50,735
GRAND TOTAL		\$ 3,341,000	\$ 822,843	\$ 7,798,405	\$ 11,962,248	\$ 165,150	\$ 1,009,289	9.8%	\$ 10,787,809

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2022

SUBJECT: APPROVE SUBMITTAL OF THE RENEWED MEASURE M ELIGIBILITY PACKAGE AND ITS COMPONENTS

REPORT IN BRIEF:

The Orange County Transportation Authority (OCTA) requires that local jurisdictions comply with a variety of requirements to remain eligible to receive renewed Measure M2 funding. The proposed action will approve the submittal of items to keep the City eligible to receive annual fair share and competitive grant funds from OCTA. The Public Works Department has prepared all the required documents and is prepared to submit them to OCTA upon approval by the City Council.

RECOMMENDED ACTION:

1. City Council find the submittal, adoption, and resolutions exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment; and
2. Adopt the Measure M Seven Year Capital Improvement Program (CIP) for fiscal years 2022-23 through 2028-29; and
3. Submit the Maintenance of Effort Reporting Form and supporting documentation for the City of Stanton to OCTA, and direct the Director of Finance to certify this form; and
4. Direct the City Engineer to file the adopted CIP and the Measure M eligibility documents with OCTA in compliance with the requirements of OCTA Ordinance No.
 3. The eligibility submittal consists of:
 - a) Measure M Seven-Year Capital Improvement Program
 - b) The Maintenance of Effort Reporting Form
 - c) The Land Use Element of the City's General Plan
 - d) Measure M Eligibility Checklist

BACKGROUND:

In November of 1990, the voters of Orange County approved Measure M, the Revised Traffic Improvement and Growth Management Ordinance. Measure M created a fund for transportation improvements to mitigate traffic impacts generated by existing and proposed development. Measure M authorized the imposition of an additional half-cent retail transaction and use tax for a period of twenty (20) years. In November of 2006, renewed Measure M2 was approved by the voters of Orange County, extending the program another thirty (30) years.

ANALYSIS/JUSTIFICATION:

Funds identified as M2 fair share funds are used on local and regional transportation improvement and maintenance projects. Other M2 funds, for transportation related projects, are made available through several competitive programs included in the Combined Transportation Funding Program (CTFP).

The Board of Supervisors of Orange County has designated the OCTA as the Local Transportation Authority (LTA). To be eligible to receive M2 fair share and CTFP funds, OCTA must find that the City has satisfied specific requirements on an annual basis. Some items must be renewed or resubmitted annually and some biannually. This year the City of Stanton must submit the following items to OCTA in compliance with LTA Ordinance No. 3 by June 30, 2022:

- A. Measure M Seven-Year Capital Improvement Program
- B. The Maintenance of Effort Reporting Form
- C. The Land Use Element of the City's General Plan
- D. Measure M Eligibility Checklist

A summary explanation of items "A" through "D" is included below:

A. MEASURE M SEVEN-YEAR CAPITAL IMPROVEMENT PROGRAM

While the City Council adopts a comprehensive seven-year CIP each year, OCTA requires that the City adopt a "Measure M Seven-Year Capital Improvement Program" specifically identifying only the transportation facility improvement projects in a form consistent with the latest requirements of OCTA. A summary of the Measure M Seven-Year CIP is shown in Table 1.

Table 1 – Measure M Seven-Year CIP

No.	Project	Program Year	Estimated Cost
1	Citywide Pavement Rehabilitation	FY 2022-2029	\$4,262,615
2	Citywide Sidewalk Repair	FY 2022-2029	\$700,000
3	Citywide Slurry Seal	FY 2022-2029	\$1,400,000
4	Environmental Cleanup Program - Catch Basin Inserts	FY 2022-2029	\$68,691
5	FY 22-23 Catch Basin Connector Pipe Screen Installations	FY 2022-2029	\$70,000
6	Traffic Signal Improvements	FY 2022-2029	\$525,000

Note that the estimated costs reported to OCTA in the Measure M2 Seven-Year CIP may be different than what is proposed in the City's comprehensive seven-year CIP. The costs reported in the Measure M Seven-Year CIP contain the minimum Measure M2 Local Fairshare expenditures plus placeholder expenditures using other sources of funding instead of the actual anticipated expenditures for each project. This underreporting of proposed expenditures is done purposefully to provide future funding allocation flexibility. For audit purposes, OCTA only requires that any anticipated transportation facility improvement projects potentially funded through OCTA be identified.

B. MAINTENANCE OF EFFORT REPORTING FORM

Local jurisdictions may not use local fair share or gas tax funds to replace existing revenues being used for transportation improvement programs. The purpose of these funds is to supplement existing expenditures of funds for transportation projects. Therefore, the City is required to maintain a predetermined minimum level of Maintenance of Effort (MOE) General Fund expenditures for the maintenance of local streets and roads in order to retain eligibility. The MOE benchmark for the City of Stanton is \$285,869, and this MOE is vigorously enforced by OCTA as a minimum expenditure to remain eligible. The soon to be adopted FY2022/2023 budget contains a General Fund expenditure for public works/transportation related costs, which exceeds the baseline MOE requirements. The MOE Reporting Form must be approved by action of the City Council directing the Director of Administrative Services to certify this form.

The MOE Reporting Form attached is a draft, subject to change. Following the adoption of the FY 2022/2023 Budget, the final MOE Reporting Form will be completed and submitted to OCTA for Measure M2 funding.

C. THE LAND USE ELEMENT OF THE CITY'S GENERAL PLAN

This section of the City's General Plan includes land use planning strategies that are consistent with OCTA's goals for accommodating transit and non-motorized transportation in the County. A letter outlining land use planning strategies that accommodate transit and non-motorized transportation with relevant excerpts from the General Plan must be submitted to OCTA.

D. MEASURE M ELIGIBILITY CHECKLIST

To assist agencies in complying with Measure M, OCTA has developed checklists to clarify requirements. Staff has completed the checklist and it will be transmitted with all other documents as required by OCTA. It is recommended that these checklists be received and filed for transmitting with other required Measure M documents. The Eligibility Checklist will be completed prior to final submittal to the OCTA.

Based on staff's analysis and discussions with OCTA staff, this comprehensive package of required documents will maintain the City's compliance with the requirements of Measure M for fiscal year 2022-23. Upon final approval, the documents will be submitted to OCTA.

FISCAL IMPACT:

Eligibility for M2 funding will allow the City of Stanton to continue to receive M2 fair share funds. Additionally, the City of Stanton remains eligible to receive funding for the numerous competitive grants secured within M2.

ENVIRONMENTAL IMPACT:

The submittal, adoption, and resolutions are exempt from CEQA per Section 15378(b)(5) [Project does not include]: organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by:

Reviewed by:

/s/ Han Sol Yoo

/s/ Joe Ames

Han Sol Yoo
Associate Engineer

Joe Ames, P.E., T.E.
Public Works Director/City Engineer

Concurred by:

Approved by:

/s/ Michelle Bannigan
Michelle Bannigan, CPA
Finance Director

/s/ Zenia Bobadilla
Zenia Bobadilla
Interim City Manager

Attachments:

- A. Measure M Seven-Year Capital Improvement Program
- B. The Draft Maintenance of Effort Reporting Form
- C. The Land Use Element of the City's General Plan
- D. Measure M Eligibility Checklist

Orange County Transportation Authority
FY 2022/23 - FY 2028/29 Capital Improvement Program

Attachment: A

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TIP ID CP-11140		IMPLEMENTING AGENCY Stanton, City of								
Local Project Number:		Project Title								
Additional Project IDs:		Citywide Pavement Rehabilitation								
Type of Work: Road Maintenance		Project Description								
Type of Work Description: Road Maintenance - Rehabilitation of roadway		Pavement rehabilitation of various roads throughout the City.								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Various locations throughout the City.		2023	Gas Tax	\$6,495	\$0	\$64,950	\$0	\$71,445	\$73,393	
Project Notes Gas Tax: Capital Project Fund		2023	Measure M2 Local Fairshare	\$53,750	\$0	\$483,750	\$0	\$537,500	\$552,012	
		2024	Gas Tax	\$6,495	\$0	\$64,950	\$0	\$71,445	\$75,400	
		2024	Measure M2 Local Fairshare	\$53,750	\$0	\$483,750	\$0	\$537,500	\$566,960	
		2025	Measure M2 Local Fairshare	\$53,750	\$0	\$483,750	\$0	\$537,500	\$582,357	
		2025	Gas Tax	\$6,495	\$0	\$64,950	\$0	\$71,445	\$77,468	
		2026	Measure M2 Local Fairshare	\$53,750	\$0	\$483,750	\$0	\$537,500	\$598,215	
		2026	Gas Tax	\$6,495	\$0	\$64,950	\$0	\$71,445	\$79,597	
		2027	Measure M2 Local Fairshare	\$53,750	\$0	\$483,750	\$0	\$537,500	\$614,549	
		2027	Gas Tax	\$6,495	\$0	\$64,950	\$0	\$71,445	\$81,790	
		2028	Gas Tax	\$6,495	\$0	\$64,950	\$0	\$71,445	\$84,049	
		2028	Measure M2 Local Fairshare	\$53,750	\$0	\$483,750	\$0	\$537,500	\$631,373	
		2029	Measure M2 Local Fairshare	\$53,750	\$0	\$483,750	\$0	\$537,500	\$648,701	
		2029	Gas Tax	\$6,495	\$0	\$64,950	\$0	\$71,445	\$86,375	
				Totals:	\$421,715	\$0	\$3,840,900	\$0	\$4,262,615	\$4,752,239
Last Revised: 22-00 - In Progress									Total Programmed: \$4,262,615	

TIP ID CP-11142		IMPLEMENTING AGENCY Stanton, City of						
Local Project Number:		Project Title						
Additional Project IDs:		Citywide Sidewalk Repair						
Type of Work: Pedestrian		Project Description						
Type of Work Description: Pedestrian - Reconstruction or rehabilitation of sidewalk		Various concrete improvements to repair damaged sidewalk, curb and gutter, and to construct new pedestrian accessibility ramps.						
Limits								
Various locations throughout the City.								
Project Notes								
		</						

TIP ID CP-11143				IMPLEMENTING AGENCY Stanton, City of						
Local Project Number:		Project Title								
Additional Project IDs:		Citywide Slurry Seal								
Type of Work: Road Maintenance		Project Description								
Type of Work Description: Road Maintenance - Slurry seal of roadway		Apply slurry seal to various roads throughout the City.								
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
Various locations throughout the City.		2023	Gas Tax	\$20,000	\$0	\$180,000	\$0	\$200,000	\$205,400	
Project Notes		2024	Gas Tax	\$20,000	\$0	\$180,000	\$0	\$200,000	\$210,962	
		2025	Gas Tax	\$20,000	\$0	\$180,000	\$0	\$200,000	\$216,691	
		2026	Gas Tax	\$20,000	\$0	\$180,000	\$0	\$200,000	\$222,592	
		2027	Gas Tax	\$20,000	\$0	\$180,000	\$0	\$200,000	\$228,669	
		2028	Gas Tax	\$20,000	\$0	\$180,000	\$0	\$200,000	\$234,929	
		2029	Gas Tax	\$20,000	\$0	\$180,000	\$0	\$200,000	\$241,377	
				<u>Totals:</u>	\$140,000	\$0	\$1,260,000	\$0	\$1,400,000	\$1,560,620
Last Revised: 22-00 - In Progress										
Total Programmed: \$1,400,000										

TIP ID CP-11144				IMPLEMENTING AGENCY Stanton, City of						
Local Project Number: 13-STAN-ECP-3697		Project Title								
Additional Project IDs:		Environmental Cleanup Program - Catch Basin Inserts								
Type of Work: Environmental Cleanup		Project Description								
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts		Retrofit existing catch basins with new screens.								
Limits		FISCAL YEAR	FUND TYPE	ENG	ROW	CON/IMP	O&M	TOTAL	TOTAL ESCALATED	
Citywide		2023	General Fund	\$0	\$0	\$0	\$9,813	\$9,813	\$9,813	
Project Notes		2024	General Fund	\$0	\$0	\$0	\$9,813	\$9,813	\$9,813	
		2025	General Fund	\$0	\$0	\$0	\$9,813	\$9,813	\$9,813	
		2026	General Fund	\$0	\$0	\$0	\$9,813	\$9,813	\$9,813	
		2027	General Fund	\$0	\$0	\$0	\$9,813	\$9,813	\$9,813	
		2028	General Fund	\$0	\$0	\$0	\$9,813	\$9,813	\$9,813	
		2029	General Fund	\$0	\$0	\$0	\$9,813	\$9,813	\$9,813	
					Totals:	\$0	\$0	\$0	\$68,691	\$68,691
Last Revised: 22-00 - In Progress										
Total Programmed: \$68,691										

TIP ID CP-11902			IMPLEMENTING AGENCY Stanton, City of							
Local Project Number:			Project Title							
Additional Project IDs:			FY 22-23 CATCH BASIN CONNECTOR PIPE SCREEN INSTALLATIONS							
Type of Work: Environmental Cleanup			Project Description							
Type of Work Description: Environmental Cleanup - Automatic Retractable Screen and other debris screens or inserts			INSTALL CONNECTOR PIPE SCREENS IN EXISTING CATCH BASINS							
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>	
CITYWIDE		2023	Environmental Cleanup Program (ECP) - Tier 1	\$0	\$0	\$56,000	\$0	\$56,000	\$57,680	
Project Notes		2023	Gas Tax	\$0	\$0	\$14,000	\$0	\$14,000	\$14,420	
				Totals:	\$0	\$0	\$70,000	\$0	\$70,000	\$72,100
Last Revised: 22-00 - In Progress										
Total Programmed: \$70,000										

TIP ID CP-11147			IMPLEMENTING AGENCY Stanton, City of						
Local Project Number:			Project Title						
Additional Project IDs:			Traffic Signal Improvements						
Type of Work: Traffic Signals			Project Description						
Type of Work Description: Traffic Signals - Replace and upgrade traffic signals and equipment			Replace and upgrade traffic signals and equipment.						
Limits		<u>FISCAL YEAR</u>	<u>FUND TYPE</u>	<u>ENG</u>	<u>ROW</u>	<u>CON/IMP</u>	<u>O&M</u>	<u>TOTAL</u>	<u>TOTAL ESCALATED</u>
Various Locations with the City	Project Notes	2023	Measure M2 Local Fairshare	\$12,500	\$0	\$25,000	\$0	\$37,500	\$38,250
		2023	Gas Tax	\$12,500	\$0	\$25,000	\$0	\$37,500	\$38,250
		2024	Gas Tax	\$12,500	\$0	\$25,000	\$0	\$37,500	\$39,022
		2024	Measure M2 Local Fairshare	\$12,500	\$0	\$25,000	\$0	\$37,500	\$39,022
		2025	Measure M2 Local Fairshare	\$12,500	\$0	\$25,000	\$0	\$37,500	\$39,818
		2025	Gas Tax	\$12,500	\$0	\$25,000	\$0	\$37,500	\$39,818
		2026	Gas Tax	\$12,500	\$0	\$25,000	\$0	\$37,500	\$40,638
		2026	Measure M2 Local Fairshare	\$12,500	\$0	\$25,000	\$0	\$37,500	\$40,638
		2027	Gas Tax	\$12,500	\$0	\$25,000	\$0	\$37,500	\$41,482
		2027	Measure M2 Local Fairshare	\$12,500	\$0	\$25,000	\$0	\$37,500	\$41,482
		2028	Gas Tax	\$12,500	\$0	\$25,000	\$0	\$37,500	\$42,351
		2028	Measure M2 Local Fairshare	\$12,500	\$0	\$25,000	\$0	\$37,500	\$42,351
		2029	Gas Tax	\$12,500	\$0	\$25,000	\$0	\$37,500	\$43,247
		2029	Measure M2 Local Fairshare	\$12,500	\$0	\$25,000	\$0	\$37,500	\$43,247
				<u>Totals:</u>	\$175,000	\$0	\$350,000	\$0	\$525,000
Last Revised: 22-00 - In Progress									
Total Programmed: \$525,000									

**APPENDIX I**

Maintenance of Effort (MOE) Certification Form

Jurisdiction: City of Stanton**Type of GENERAL FUND Transportation Expenditures:**

Please complete and attach supporting budget documentation for each line item listed below.

MAINTENANCE	Total Expenditure
Street Maintenance	\$ 508,040.00
Subtotal Maintenance	\$ 508,040.00

CONSTRUCTION	Total Expenditure
Subtotal Construction	\$ -

INDIRECT/OTHER	Total Expenditure
Subtotal Indirect/Other	\$ -

Total General Fund Transportation Expenditures	\$ 508,040.00
(Less Total MOE Exclusions ¹)	\$ 205,000
MOE Expenditures	\$ 303,040.00
MOE Benchmark Requirement²	\$ 285,869.00
(Shortfall)/Surplus	\$ 17,171.00

Certification:

I hereby certify that:

☐ The City/County of Stanton is aware of the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties", which is a guide for determining MOE Expenditures for Measure M2 Eligibility purposes and;

☐ The City/County of Stanton's MOE Certification Form is in compliance with direction provided in the State Controller's "Guidelines Relating to Gas Tax Expenditures for Cities and Counties" and;

Choose one of the following:

☐ The City/County of Stanton certifies that the budgeted MOE expenditures meet the fiscal year (FY) FY 2022-23 MOE benchmark requirement through one of the options below:

A) The budgeted MOE expenditures meet the MOE benchmark dollar value consistent with column A of Exhibit 2 in the M2 Eligibility Guidelines.

B) The budgeted MOE expenditures meet an MOE % of general fund revenues of the City's FY 2022-23 budget, consistent with column C of Exhibit 2 in the M2 Eligibility Guidelines.

Finance Director Signature_____
Michelle Bannigan
Finance Director (Print Name)_____
Date

¹ Funding sources include Measure M, federal, state, redevelopment, and bond financing.

² Please refer to Exhibit 2 in the M2 Eligibility Guidelines for the City's MOE benchmark requirement. The MOE benchmark requirement is anticipated to be modified due to financial impacts of the COVID-19 pandemic, contingent on OCTA Board approval of an M2 Ordinance amendment.

City of Stanton
GENERAL FUND (#101) - EXPENDITURE DETAIL BY DIVISION
FISCAL YEAR 2022/23

Division No.	Description	Actual 2020/21 ⁽²⁾	Adopted Budget 2021/22	Amended Budget 2021/22 ⁽¹⁾	Proposed Budget 2022/23	% Change From Prior Year
ADMINISTRATION						
1100	City Council	\$ 99,520	\$ 116,710	\$ 116,710	\$ 137,870	18.13%
1200	City Attorney	220,635	302,000	302,000	275,000	-8.94%
1300	City Manager	599,874	473,195	477,395	588,740	23.32%
1400	City Clerk	185,770	190,515	190,515	241,650	26.84%
1410	Personnel/Risk Management	145,267	176,885	184,185	207,290	12.54%
1510	Information Technology	543,788	524,980	534,598	645,580	20.76%
ADMINISTRATION - TOTAL		1,794,854	1,784,285	1,805,403	2,096,130	16.10%
FINANCE						
1500	Finance	847,280	862,500	890,691	942,445	5.81%
1600	Non-Departmental (excluding transfers)	41,995	48,000	48,000	165,000	243.75%
FINANCE - TOTAL		889,275	910,565	938,691	1,107,445	17.98%
PUBLIC SAFETY						
1520	Emergency Preparedness	23,334	5,000	68,466	5,000	-92.70%
2100	O.C.S.D. Contract	3,660,719	8,617,270	8,174,004	9,151,370	11.96%
2100	Other O.C.S.D. Costs	72,442	70,580	70,580	71,310	1.03%
2200	O.C.F.A. Contract	2,658,127	3,276,060	3,276,060	3,463,190	5.71%
2200	Other O.C.F.A. Costs	9,130	40,800	40,800	43,000	5.39%
2230	Ambulance Services	2,086	2,500	2,500	2,500	0.00%
2300	Homeless Services (North SPA)	31,772	-	68,000	-	-100.00%
2400	Animal Control Services	183,005	191,390	192,390	200,965	4.46%
2500	Public Safety Administration	139,600	110,175	110,175	117,200	6.38%
4300	Parking Control	22,058	250,890	250,890	246,210	-1.87%
6200	Code Enforcement	483,754	519,870	519,870	636,305	22.40%
PUBLIC SAFETY - TOTAL		7,537,466	13,446,535	12,773,735	13,937,050	9.11%
PUBLIC WORKS						
3000	Public Works Administration	457,641	507,575	521,468	560,170	7.42%
3100	Engineering	132,252	145,390	164,210	258,615	57.49%
3200	Public Facilities Maintenance	363,801	436,340	472,320	616,015	30.42%
3300	Crossing Guard Services	26,012	43,165	43,165	45,165	4.63%
3400	Parks Maintenance	378,676	412,680	455,180	466,025	2.38%
3500	Street Maintenance	399,095	498,980	394,980	508,040	28.62%
3600	Storm Drain Maintenance	104,075	115,860	115,860	129,860	12.08%
6300	Graffiti Abatement	88,394	101,900	101,900	110,340	8.28%
PUBLIC WORKS - TOTAL		1,949,946	2,261,890	2,269,083	2,694,230	18.74%
COMMUNITY & ECONOMIC DEVELOPMENT						
4000	Community Development Administration	157,430	313,625	313,625	308,785	-1.54%
4100	Planning	524,073	344,590	654,502	486,435	-25.68%
4200	Building Regulation	907,462	784,255	787,455	524,795	-33.36%
4400	Economic Development	17,469	37,800	37,800	37,800	0.00%
COMMUNITY & ECONOMIC DEVELOPMENT - TOTAL		1,606,434	1,480,270	1,793,382	1,357,815	-24.29%
COMMUNITY SERVICES						
5000	Public Information Office	-	120,600	122,150	143,785	17.71%
5100	Community Services Administration	678,615	509,015	583,165	582,500	-0.11%
5200	Community Center Operations	22,240	170,530	170,530	201,415	18.11%

City of Stanton
GENERAL FUND (#101) - EXPENDITURE DETAIL BY DIVISION
FISCAL YEAR 2022/23

Division No.	Description	Actual 2020/21 ⁽²⁾	Adopted Budget 2021/22	Amended Budget 2021/22 ⁽¹⁾	Proposed Budget 2022/23	% Change From Prior Year
COMMUNITY SERVICES, Continued						
5300	Park Operations	184,751	224,470	224,470	237,785	5.93%
5400	Senior Citizen Programs	46,854	61,515	61,815	66,980	8.36%
5500	Recreation Programs	31,963	48,900	63,100	54,310	-13.93%
COMMUNITY SERVICES - TOTAL		964,423	1,135,030	1,225,230	1,286,775	5.02%
TRANSFERS OUT						
800250	To FACT Grant Fund	16,750	17,100	17,100	46,130	169.77%
800251	To Senior Transportation Fund	4,509	10,565	10,565	10,995	4.07%
800280	To Stanton Central Park Maintenance Fund	55,789	41,140	57,540	59,200	2.88%
800305	To Capital Projects Fund	-	-	104,000	-	-100.00%
TRANSFER OUT - TOTAL		77,048	68,805	189,205	116,325	-38.52%
TOTAL GENERAL FUND EXPENDITURES		\$ 14,819,446	\$ 21,087,380	20,994,729	\$ 22,595,770	7.63%

Notes:

⁽¹⁾ - Per Fiscal Year 2021/22 Mid-Year Budget Update.

⁽²⁾ - Certain amounts were reclassified for comparison purposes.

City of Stanton
GENERAL FUND (#101) - REVENUE DETAIL BY TYPE
FISCAL YEAR 2022/23

Acct. No.	Description	Actual 2020/21 ⁽²⁾	Adopted Budget 2021/22	Amended Budget 2021/22 ⁽¹⁾	Proposed Budget 2022/23	% Change From Prior Year
PROPERTY TAXES						
430100	Current Year-Secured	\$ 1,104,687	\$ 1,144,000	\$ 1,122,000	\$ 1,178,100	5.00%
430105	Current Year-Unsecured	31,891	32,500	22,000	30,000	36.36%
430110	Property Tax-Prior Year	440	-	-	-	**
430115	Property Tax-Supplemental	20,746	23,000	20,000	20,000	0.00%
430120	Residual Redevelopment Property Tax	1,230,012	1,267,000	1,292,000	1,356,600	5.00%
430121	In-Lieu Vehicle License Fee	4,549,480	4,640,000	5,008,000	5,258,500	5.00%
430135	Homeowners Tax Relief	5,204	1,000	5,000	1,000	-80.00%
430140	Property Transfer Tax	219,236	106,000	116,000	139,000	19.83%
430145	Property Tax-Pentolites/Int	10,548	-	1,000	-	-100.00%
440100	AB 1389 Pass Through from RDA	389,586	338,000	409,000	429,450	5.00%
PROPERTY TAXES - TOTAL		7,561,830	7,516,500	7,995,000	8,412,650	5.22%
SALES TAXES						
430200	Sales And Use Tax	4,682,028	4,810,000	5,117,000	5,232,000	2.25%
SALES TAXES - TOTAL		4,682,028	4,810,000	5,117,000	5,232,000	2.25%
FRANCHISE FEES						
430405	Franchise Tax/Cable TV	191,897	224,500	224,500	200,000	-10.91%
430410	Franchise Tax/Electric	212,000	214,000	214,000	244,000	14.02%
430415	Franchise Tax/Gas	87,265	58,000	58,000	75,000	29.31%
430420	Franchise Tax/Refuse	525,850	525,000	525,000	570,000	8.57%
430425	Franchise Tax/Water	87,750	88,000	88,000	88,000	0.00%
FRANCHISE FEES - TOTAL		1,104,726	1,109,500	1,109,500	1,177,000	6.08%
UTILITY USER TAXES						
430600	Utility User Tax/Electricity	1,178,838	935,500	935,500	970,000	3.69%
430605	Utility User Tax/Telephone	219,398	316,000	316,000	271,000	-14.24%
430610	Utility User Tax/Gas	251,692	211,000	211,000	295,000	39.81%
430615	Utility User Tax/Water	440,762	418,500	418,500	425,000	1.55%
UTILITY USER TAXES - TOTAL		1,990,690	1,881,000	1,881,000	1,961,000	4.25%
OTHER TAXES						
430300	Transient Occupancy Tax	558,843	480,000	590,000	610,000	3.39%
430500	Business License Tax	154,651	160,000	160,000	158,000	-1.25%
430700	Cannabis Tax	-	-	-	620,000	100.00%
OTHER TAXES - TOTAL		713,494	640,000	750,000	1,388,000	85.07%
INTERGOVERNMENTAL						
432121	County WDA Shared Revenue	-	160,000	160,000	100,000	-37.50%
432135	Mandated Cost Reimbursement	47,069	30,000	30,000	30,000	0.00%
432150	Motor Vehicle License Fees	28,661	20,000	45,700	30,000	-34.35%
432180	Public Safety Augmentation Tax	161,372	161,075	185,280	193,000	4.17%
432245	Planning Grants	-	-	160,000	-	-100.00%
432256	Grants	137,012	4,200	83,735	4,200	-94.98%
INTERGOVERNMENTAL - TOTAL		374,114	375,275	664,715	357,200	-46.26%
CHARGES FOR SERVICES						
433100	Charges For Services	252,024	105,280	171,145	256,425	49.83%
433136	Information Technology Charges	29,152	30,345	30,345	37,605	23.92%
CHARGES FOR SERVICES - TOTAL		281,176	135,625	201,490	294,030	45.93%
FEES AND PERMITS						
431100	Building Plan Check Fees	71,192	70,000	70,000	175,000	150.00%
431105	Mechanical Permits	408,380	250,000	250,000	100,000	-60.00%
431110	Building Permits	1,046,100	750,000	750,000	750,000	0.00%
431115	Plumbing Permits	110,800	80,000	80,000	80,000	0.00%
431120	Electrical Permits	238,205	150,000	150,000	100,000	-33.33%

FEES AND PERMITS, Continued

City of Stanton
GENERAL FUND (#101) - REVENUE DETAIL BY TYPE
FISCAL YEAR 2022/23

		Actual	Adopted	Amended	Proposed	% Change
Acct. No.	Description	2020/21 ⁽²⁾	Budget 2021/22	Budget 2021/22 ⁽¹⁾	Budget 2022/23	From Prior Year
431130	Engineering Plan Check Fees	34,110	33,300	33,300	51,000	53.15%
431135	Public Works Permits	57,764	40,000	40,000	40,000	0.00%
431140	S M I P - Commercial Fees	739	500	500	400	-20.00%
431145	S M I P-Residential Permits	57	1,000	1,000	500	-50.00%
431146	SB 1473 Fee	3,588	2,500	2,500	2,500	0.00%
431160	Solid Waste Impact Fees	1,020,708	1,150,000	1,150,000	1,175,000	2.17%
431185	Parking Permits	10,843	50,000	50,000	10,000	-80.00%
431190	Towing Franchise Fee	25,370	30,000	30,000	25,000	-16.67%
431194	Public Benefit Fee	954,496	-	-	-	**
431195	Other Fees & Permits	32,585	15,000	15,000	15,000	0.00%
431196	Forfeited Deposits	67,006	-	-	-	**
431200	Cannabis Business Initial Permit Fee	143,000	-	-	-	**
431201	Cannabis Business Renewal Permit Fee	-	-	-	10,000	100.00%
431202	Cannabis Background Fee	71,500	-	-	-	**
433200	Conditional Use Permit	2,395	6,000	6,000	7,000	16.67%
433205	Precise Plan Of Design	22,500	15,000	15,000	15,000	0.00%
433210	Variance	-	2,000	2,000	-	-100.00%
433220	Preliminary Plan Review	3,715	6,000	6,000	8,000	33.33%
433225	Environmental Services	7,115	4,400	4,400	4,400	0.00%
433227	Foreclosure Registration	10,445	10,850	10,850	10,850	0.00%
433230	Zoning Entitlements	5,000	5,000	5,000	5,000	100.00%
433235	Land Divisions	10,495	10,000	10,000	10,000	0.00%
433240	Special Event Permits	630	500	500	500	0.00%
433245	Sign/Ban'R/Gar Sa/Temp Use Per	3,075	6,000	6,000	6,000	0.00%
433250	Ministerial Services	8,405	15,000	15,000	12,000	-20.00%
433260	Landscape Plan Check	975	1,000	1,000	1,000	0.00%
433270	General Plan Maint Surcharge	21,935	15,000	15,000	15,000	0.00%
433285	Other Developmental Fees	(5,231)	5,000	5,000	5,000	0.00%
433305	General Recreation Programs	22,489	24,000	43,000	24,000	-44.19%
433315	Sports Fields	28,870	22,500	27,500	21,700	-21.09%
433320	Special Event Participant Fee	-	-	-	-	**
437115	Recycling Fees	85,717	93,750	93,750	90,500	-3.47%
430505	New/Moved Bus Lic Appl Rev	33,094	40,000	40,000	37,000	-7.50%
430510	Business Tax Renewal Process	125,849	130,000	130,000	128,000	-1.54%
430515	SB 1186	3,060	3,000	3,000	2,000	-33.33%
FEES AND PERMITS - TOTAL		4,696,686	3,037,300	3,061,300	2,937,350	-4.05%
FINES AND FORFEITURES						
434100	General Fines	773	600	18,000	700	-96.11%
434105	Motor Vehicle Fines	132,845	120,670	40,000	45,000	12.50%
434110	Parking Citations	288,674	205,000	205,000	225,000	9.76%
434115	DMV Parking Collections	61,927	70,300	70,300	71,000	1.00%
434120	Administrative Citations	29,938	15,000	7,500	10,000	33.33%
FINES AND FORFEITURES - TOTAL		514,157	411,570	340,800	351,700	3.20%
USE OF MONEY AND PROPERTY						
435100	Interest Earned	261,950	185,000	145,000	190,000	31.03%
435110	Unrealized Gains/Losses	(146,330)	-	-	-	**
435200	Interest on Loan to Landscape District Fund	-	16,570	16,570	11,020	-33.49%
436125	Indoor Facility Rental	(2,764)	-	40,000	55,000	37.50%
436127	Picnic Shelters	-	7,450	22,000	16,450	-25.23%
436135	Pac Bell Mobile Svcs-Rent	18,795	20,855	20,855	21,885	4.94%
USE OF MONEY AND PROPERTY - TOTAL		131,651	229,875	244,425	294,355	20.43%
OTHER REVENUE						

City of Stanton
GENERAL FUND (#101) - REVENUE DETAIL BY TYPE
FISCAL YEAR 2022/23

Acct. No.	Description	Actual 2020/21 ⁽²⁾	Adopted Budget 2021/22	Amended Budget 2021/22 ⁽¹⁾	Proposed Budget 2022/23	% Change From Prior Year
437100	Sale Of Publications	136	-	-	-	**
437105	Firework Services	473	475	475	475	0.00%
437125	Donations	850	-	800	-	-100.00%
437135	Expense Reimbursement	20,687	-	39,000	-	-100.00%
437137	Loan Repayment from Landscape Maintenance District	-	164,025	164,025	133,460	-18.63%
437145	Sale Of Assets	1,135	-	-	-	**
437195	Other Revenue	35,111	30,000	30,000	30,000	0.00%
OTHER REVENUE - TOTAL		58,392	194,500	234,300	163,935	-30.03%
TRANSFERS IN						
439211	From Gas Tax Fund	100,000	205,000	205,000	205,000	0.00%
439223	From Protective Services Fund	412,318	375,000	376,951	382,000	1.34%
439242	From Supplemental Law Enforcement Grants Fund	93,590	0,000	150,000	150,000	0.00%
439285	Transfer from Housing Authority	-	-	890,000	-	-100.00%
TRANSFER IN - TOTAL		605,908	730,000	1,621,951	737,000	-54.56%
TOTAL GENERAL FUND REVENUES		\$ 22,715,407	\$ 21,106,145	23,221,481	\$ 23,306,220	0.36%

Notes:

⁽¹⁾ - Per Fiscal Year 2021/22 Mid-Year Budget Update.

⁽²⁾ - Certain amounts were reclassified for comparison purposes.



David J. Shawver
Mayor

Rigoberto A. Ramirez
Mayor Pro Tem

Carol Warren
Council Member

Gary Taylor
Council Member

Hong Alyce Van
Council Member

Jarad Hildenbrand
City Manager

May 24, 2022

Joe Alcock
Section Manager, Measure M Local Programs
Orange County Transportation Authority
550 S. Main St.
P.O. Box 14184
Orange CA 92863

Subject: City of Stanton Land Use Planning Strategies

Dear Mr. Alcock:

One requirement for continued Measure M eligibility is as follows:

“A letter outlining the approach to land use planning strategies or policies that accommodate transit and non-motorized transportation should be provided with supporting General Plan excerpts. Policy summaries that directly tie land use planning to alternative modes are required.”

The following excerpts from our General Plan are provided to comply with this requirement:

Chapter 8 – Regional Coordination - Goal RC-2.1 Develop and maintain an effective Growth Management Plan that operates to the advantage of both the city of Stanton as well as the County and regional level.

Action RC-2.1.7 (a) - Promote housing locations near and/or within employment centers to enable shorter commutes and encourage transit-oriented mobility.

Action RC-2.1.7 (b) - Support the development of diverse types of public and private transit services to facilitate travel.

Action RC-2.1.7 (c) - Encourage higher density and/or mixed-used development along major transit corridors and transit stops.

Chapter 5 – Infrastructure and Community Services - Goal ICS-1.2 Encourage alternatives to the private automobile by increasing access and opportunities to public transit, as well as to other alternative modes of transportation, such as biking and walking.



David J. Shawver
Mayor

Rigoberto A. Ramirez
Mayor Pro Tem

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Council Member

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Council Member

Hong Alyce Van
Council Member

Jarad Hildenbrand
City Manager

Action ICS-1.2.1 (h) As part of the plan review of future development proposals, the demand for vehicular, pedestrian, bicycle, and other transportation modes shall be reviewed and the city shall determine the appropriate modes applicable to each development project that assist in accomplishing goal ICS-1.2.

If you have any questions, please contact me at (714) 890-4203.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Ames".

Joe Ames, P.E., T.E.
Director of Public Works / City Engineer
City of Stanton
7800 Katella Avenue
Stanton, CA 90680



CHAPTER 5

A. INTRODUCTION

Infrastructure and community services are the underlying components of a well-functioning community. Poorly maintained or inadequate infrastructure can impede the well-being of the community and impair public health and safety.

Local governments can promote appropriate levels of infrastructure by establishing favorable parameters for traffic levels of service (LOS), pedestrian safety, water supply, and solid waste and wastewater removal. Local governments can also promote the expansion of educational facilities, library services, civic events, and other public services. Therefore, the purpose of the Infrastructure & Community Services Element is to:

- Identify the strengths, opportunities, and key issues of the city's infrastructure and public service systems.
- Establish goals, strategies and actions affecting infrastructure and public services.
- Provide a framework for determining appropriate infrastructure improvements and expansion of public services.
- Provide a framework for providing sufficient infrastructure and public services to meet the existing and future needs of the city of Stanton.

The Infrastructure & Community Services Element is to be used as a policy guide for infrastructure and public service improvements by decision makers, city staff, and the community. This Element is closely related to other elements of the Stanton General Plan, especially the Community Development Element. The Community Development Element provides the designations for residential, commercial, industrial and public uses throughout the city, which all require sufficient infrastructure and community services to function properly.

B. BACKGROUND

TRANSPORTATION

Transportation issues are closely related to other elements of the General Plan, such as the Circulation Element, Land Use Element, Housing Element, Community Health and Safety Element, Community Design Element, and Economic Development Element. With the near build out of the city and the limited space available for transportation related improvements, several key issues arise, including:

- What steps can the city take to best plan for the impacts of the Smart Street Program on Beach Boulevard and Katella Avenue?
- How can the traffic flows along Beach Boulevard and Katella Avenue be improved without negatively affecting businesses within the city?
- How can access from local neighborhoods to the major arterials be improved?
- How can access from major arterials to adjoining businesses be improved?
- What measures can be taken to improve pedestrian safety along major arterials?



Action ICS-1.1.2 (c)

Revise parking policies to allow for increased flexibility with parking standards, encourage shared parking between uses, and facilitate the establishment of parking districts to manage and maintain off-street parking locations.

Action ICS-1.1.2 (d)

Maintain level of service (LOS) D or better on city streets and LOS E or better for CMP or Smart Street roadways.

Action ICS-1.1.2 (e)

Review and determine if there are corridors or intersections where a future operating condition of LOS E may be acceptable if the impact of the mitigation to address that condition would prohibit other important goals from being achieved.

Strategy ICS-1.1.3

Integrate OCTA's Smart Street Program with improvements and modifications, such as lot consolidation, coordinated planning of adjacent properties, and driveway consolidation.

Action ICS-1.1.3 (a)

Ensure improvements and modifications to streets are efficiently integrated within the Smart Street Program.

Action ICS-1.1.3 (b)

Establish a sign program that is integrated with the Smart Street Program, and includes sign consolidation and directional signs design.

Goal ICS-1.2

Encourage alternatives to the private automobile by increasing access and opportunities to public transit, as well as to other alternative modes of transportation, such as biking and walking.

Strategy ICS-1.2.1

Capitalize on the economic development and community revitalization potential of transit operations.



Action ICS-1.2.1 (a)

Study the planning and development implications of a regional light rail stop in downtown Stanton.

Action ICS-1.2.1 (b)

Encourage transit supportive uses at key locations, as well as provide appropriate buffers between transit areas and adjoining uses.

Action ICS-1.2.1 (c)

Require that major roadway projects consider planning for future transit corridors and uses, such as bus rapid transit and future light rail opportunities.

Action ICS-1.2.1 (d)

Within future design guidelines documents provide appropriate mitigation for the impacts of future light rail uses, such as landscape buffers, urban design consideration and noise mitigation.

Action ICS-1.2.1 (e)

Develop a citywide framework plan for improving transit.

Action ICS-1.2.1 (f)

Prepare a Specific Plan or master plan for mixed-use/transit-oriented development at the Pacific Electric Corridor and Beach Boulevard.

Action ICS-1.2.1 (g)

Prepare and adopt a Bicycle Master Plan.

Action ICS-1.2.1 (h)

As part of the plan review of future development proposals, the demand for vehicular, pedestrian, bicycle, and other transportation modes shall be reviewed and the city shall determine the appropriate modes applicable to each development project that assist in accomplishing goal ICS-1.2.



CHAPTER 8

A. INTRODUCTION

The city of Stanton is located in one of the country's most dynamic metropolitan areas. The city lies within a vast interconnected region that includes the cities and counties comprising southern California. Given many issues that affect the city of Stanton also affect the region as a whole, the city, while focused on meeting the needs of its residents and businesses, also recognizes its regional role. Coordinating Stanton's city planning, county, regional and state bodies is essential to maintain intergovernmental relations to foster a positive economic and political environment.

The goal of the Regional Coordination Element is to recognize the depth and breadth of interconnectivity among local jurisdictions in the region and promote coordination in relation to issues such as housing, circulation, land use, and air quality. This element serves to recognize the need to participate in and influence the plans and programs operating on a scale larger than the city of Stanton.

Based on this goal, this Element has been subdivided into three components: housing, growth management, and air quality. The housing section addresses the regional context of housing, as a separate but related component of the Housing Element. The growth management section addresses regional circulation, land use issues and Measure M, which are also addressed on a citywide level in the Community Development and Infrastructure & Community Services Elements. The air quality section addresses the city's regional role in addressing the quality of air and outlines goals and policies to limit the release of pollutants.

B. BACKGROUND

During the early 1990s, local jurisdictions in Orange County formed a structure for countywide coordination. Through a tier of policy, technical and executive advisory groups, emerging issues such as congestion management and air quality improvements are addressed. Coordinated jointly by the Orange County Division of the League of California Cities and the County of Orange, this mechanism has enabled cities to benefit from combined analysis, yet retain the ability to take individual policy positions as desired. Other regional planning agencies and groups include the Southern California Association of Governments (SCAG), the Southern California Air Quality Management District (SCAQMD), and the Orange County Local Agency Formation Commission (OC LAFCO).

HOUSING

Housing is an issue of statewide importance. The city of Stanton acknowledges its significance by not only addressing the city's commitment to providing adequate opportunities for housing development for its current and future residents in the General Plan Housing Element, but also by addressing the issue as a regional matter in the Regional Coordination Element.

With high property values, fluctuating interest rates and real income growth lagging behind costs of living, the state and county's housing affordability gap continues to widen. To ease the burdens of mortgages and rents, many families have decided to share homes. This has resulted in strains



on the infrastructure and on public services. Other families have sought less expensive housing in the Inland Empire, while maintaining their employment in Orange County, as a result, freeway congestion has increased, family budgets are increasingly impacted by transportation costs, and air quality has declined. Attracting workforce for local businesses within the region is a growing challenge.

To address the issue of affordable housing, the city of Stanton is committed to meeting its Regional Housing Needs Assessment (RHNA) goals. However, as a built-out city, Stanton must rely primarily on infill development to meet its housing needs. As such, the reuse and redevelopment of underutilized properties provide the greatest opportunity for housing within the city.

GROWTH MANAGEMENT

Less than one percent of the city's area remains vacant, some of which is utilized as greenbelts or may be lying vacant as a brownfield. The majority of recent development in the city has therefore involved the recycling of older uses into new more efficient uses. For Stanton, growth management involves the efficient and productive reuse of these parcels in an orderly manner, benefiting current and future residents.

Orange County voters, in 1990, approved Measure M, a 20-year program for transportation improvements. Upon approval of Measure M, cities were required to develop a Growth Management Plan as part of their General Plans, which ensures that development is based upon the city's ability to provide an adequate circulation system and public facilities. This section of the Regional Coordination Element is designed to meet the requirements of Measure M and also the overall goal of managing growth sensibly within the city.

The Measure M-mandated Growth Management Plan distinguishes between "developed" and "developing" communities. Developed communities are assumed to have their public facilities in place to support envisioned development through the Land Use Element (in Stanton, the Community Development Element) of the General Plan, but may require new or improved transportation facilities to implement their Circulation Element (in Stanton, the Infrastructure and Community Services Element) and absorb regional impacts. The communities are only required to address transportation-related growth impacts. Developing communities are assumed to need additional public facilities to support the General Plan land uses, police, fire, parks, flood control, and other local needs. For Measure M purposes, the city of Stanton is a "developed" city.

Measure M, funded by a half-cent sales tax, allocates all revenues to local jurisdictions for local and regional transportation improvement and maintenance projects, within Orange County, in three major areas: freeways, streets, roads, and transit. By 2011, Measure M will have made possible nearly \$4.2 billion worth of transportation improvements including the following:

- New lanes added to the Santa Ana (I-5), Costa Mesa (SR-55) and Riverside (SR-91) Freeways;
- A wider "El Toro Y," where the San Diego Freeway (I-405) and Santa Ana Freeway (I-5) join;
- Launch of Metrolink commuter rail service and building new stations;
- Bus discounts for seniors and the disabled, and;
- About \$1.5 billion allocated for widening and street repair.



Since 1990, the city of Stanton has received more than \$11.3 million in funding, of which \$3.7 million was used to fill potholes, maintain streets, synchronize traffic signals, and resurface some roads. Future improvements include improvements to the intersection of Beach Boulevard and Stanford Avenue and widening and enhancing Knott Avenue with new medians, bike lanes, and landscaping.

Other funding monies will be used to fund GO LOCAL projects within the city. On August 14th, 2006, Orange County Transportation Authority Board of Directors approved a sample Cooperative Agreement and the Evaluation Criteria for the first two steps of the four-step GO LOCAL process for Orange County cities to develop their own transit vision to extend accessibility to Metrolink into their communities. The city has yet to formally submit a funding request to OCTA, however the new Buena Park Metrolink Station and the TOD study both provide a possibility for funding.

On November 7, 2006, Orange County voters approved the renewal of Measure M. The Renewed Measure M program will provide more than \$11.8 billion to improve transportation in Orange County over a 30-year period beginning in 2011.

The \$11.86 billion Renewed Measure M plan includes:

- More than \$1 billion to expand Metrolink commuter-rail service in Orange County, including station improvements and grade separations;
- \$1 million for new transit links between Metrolink stations and major activity centers;
- Nearly \$340 million to enhance transit service for seniors and the disabled;
- \$5 billion to reduce congestion and improve traffic flow on local freeways;
- Nearly \$4 billion to improve city streets and synchronize traffic signals countywide, and;
- Nearly \$240 million to clean up road runoff that pollutes waterways and beaches.

To receive these funds, the city of Stanton has adopted the following policies and programs:

- Growth Management Element to coordinate and reduce traffic congestion and ensure that adequate transportation facilities are provided for existing and future residents of the City and County;
- Development Mitigation Program to ensure all new development pays a share of the costs associate with public infrastructure and services needed to mitigate the project-related impacts;
- Performance Monitoring Program (PMP) to monitor compliance with the established development phasing program. The intent is to ensure that public facilities improvements/ service enhancements or funding are provided for development to proceed;
- Comprehensive Phasing Program to ensure that infrastructure is provided commensurate with development, ensuring that development impacts are mitigated before exceeding establishment thresholds. The city of Stanton fulfills this phasing provision through its Capital Improvement Program (CIP) and project review process;
- Transportation Demand Management (TDM) Ordinance to promote alternate work hours, park and ride facilities, carpools, vanpools, telecommuting and other traffic reduction strategies;
- Deficient intersections list as part of the inter-jurisdictional planning efforts, and;



- Housing and redevelopment incentives program to address a balanced approach to housing options and job opportunities.

AIR QUALITY

Environmental Setting

South Coast Air Basin

The South Coast Air Basin (Basin), in which the city of Stanton is located, is characterized as having a “Mediterranean” climate (a semi-arid environment with mild winters, warm summers, and moderate rainfall). The Basin is a 6,600-square mile area bounded by the Pacific Ocean to the west and the San Gabriel, San Bernardino, and San Jacinto Mountains to the north and east. The Basin includes all of Orange County and the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties, in addition to the San Geronio Pass area in Riverside County; refer to Exhibit 4 (California Air Basins) for an illustration of the air basins in California. Its terrain and geographical location determine the distinctive climate of the Basin, as the Basin is a coastal plain with connecting broad valleys and low hills.

The general region lies in the semi-permanent high-pressure zone of the eastern Pacific. As a result, the climate is mild, tempered by cool sea breezes. The usually mild climatological pattern is interrupted infrequently by periods of extremely hot weather, winter storms, or Santa Ana winds. The extent and severity of the air pollution problem in the Basin is a function of the area’s natural physical characteristics (weather and topography), as well as man-made influences (development patterns and lifestyle). Factors such as wind, sunlight, temperature, humidity, rainfall, and topography all affect the accumulation and/or dispersion of pollutants throughout the Basin.

Regulatory Framework

Regulatory oversight for air quality in the Basin rests at the regional level with the South Coast Air Quality Management District, the California Air Resources Board at the State level, and the Environmental Protection Agency Region IX office at the Federal level.

Air Quality Elements adopted by local jurisdictions, such as the city of Stanton, and the regulations placed on industry by state and regional agencies, primarily the South Coast Air Quality Management District (SCAQMD), the California Air Resources Board (CARB), and Air Pollution Control Districts seek to ensure that the public’s health and welfare is protected from these and other harmful contaminants. The CARB is responsible for the classification of air basins as attainment or non-attainment in accordance with the federal and state Clean Air Acts. Air Quality Elements also help to ensure that the standards for ozone and particulate matters are met by the dates stated above.

U.S. Environmental Protection Agency

The Environmental Protection Agency is responsible for implementing the Federal Clean Air Act, which was first enacted in 1955 and amended numerous times after. The Federal Clean Air Act established Federal air quality standards known as the National Ambient Air Quality Standards. These standards identify levels of air quality for “criteria” pollutants that are considered the maximum levels of ambient (background) air pollutants considered safe, with an adequate margin



opportunities as appropriate and continue to provide incentives for private investments in these areas.

Action RC-2.1.6 (b)

Encourage development of underutilized and vacant infill site where public services and infrastructure are available.

Action RC-2.1.6 (c)

Monitor infrastructure and public facilities plans for major activity centers.

Strategy RC-2.1.7

Develop land use strategies and incentives to reduce the amount of vehicle miles traveled within city limits.

Action RC-2.1.7 (a)

Promote housing locations near and/or within employment centers to enable shorter commutes and encourage transit-oriented mobility.

Action RC-2.1.7 (b)

Support the development of diverse types of public and private transit services to facilitate travel.

Action RC-2.1.7 (c)

Encourage higher density and/or mixed-used development along major transit corridors and transit stops.

Action RC-2.1.7 (d)

Encourage employment centers to provide support uses and services such as restaurants, retail uses, shuttle services to shopping areas, and child-care facilities in order to reduce vehicle trips.

Action RC-2.1.7 (e)

Monitor effectiveness of the city's Transportation Demand Management Ordinance and make appropriate revisions.

**APPENDIX D**

Eligibility Checklist

Jurisdiction:	City of Stanton
----------------------	------------------------

Capital Improvement Program (CIP)		YES	NO
1.	Did you submit your draft or adopted Measure M2 (M2) seven-year CIP to OCTA by June 30?	<input type="checkbox"/>	<input type="checkbox"/>
	a. Did you utilize the required OCTA OC Fundtracker CIP database?	<input type="checkbox"/>	<input type="checkbox"/>
	b. Have you included projects required to demonstrate compliance with signal synchronization, pavement maintenance, the Congestion Management Program, and environmental clean-up commitments?	<input type="checkbox"/>	<input type="checkbox"/>
	c. Are there any non-transportation related projects included in your M2 CIP?	<input type="checkbox"/>	<input type="checkbox"/>
	d. Did you include all projects that are partially, fully, or potentially funded by M2 Net Revenues?	<input type="checkbox"/>	<input type="checkbox"/>
	e. The City Council/Board of Supervisors approval date* to adopt the final 7-Year CIP is: 6/14/2022 *Must be prior to July 31		
Maintenance of Effort (MOE)		YES	NO
2.	Did you submit the MOE certification form (Appendix I) to OCTA by June 30?	<input type="checkbox"/>	<input type="checkbox"/>
	a. Did you provide supporting budget documentation?	<input type="checkbox"/>	<input type="checkbox"/>
	b. Has the MOE Reporting form been signed by the Finance Director or appropriate designee?	<input type="checkbox"/>	<input type="checkbox"/>
Pavement Management Plan (PMP)		YES	NO
3.	Are you required to submit a PMP update to OCTA for this eligibility cycle? Refer to Exhibit 3 for PMP submittal schedule.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	a. If yes, did you use the current PMP Submittal Template (Appendix F)?	<input type="checkbox"/>	<input type="checkbox"/>
	b. If yes, is the adopted PMP consistent with the OCTA Countywide Pavement Management Plan?	<input type="checkbox"/>	<input type="checkbox"/>
4.	If you answered "No" to question 3, did you submit a PMP Update to OCTA through the previous eligibility cycle by June 30?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Resolution of Master Plan of Arterial Highways (MPAH) Consistency		YES	NO
5.	Did you submit a resolution indicating conformance with the MPAH?	N/A	N/A
	a. Have you enclosed an exhibit showing roadway designations that represent your most current circulation element?	N/A	N/A
Local Signal Synchronization Plan (LSSP)		YES	NO
6.	Did you submit an update to the LSSP as part of the current cycle?	N/A	N/A
	a. Is your LSSP consistent with the Regional Traffic Signal Synchronization Master Plan?	N/A	N/A



APPENDIX D

Eligibility Checklist

Time Limits for Use of Net Revenues		YES	NO
7.	Has your jurisdiction complied with the three-year time limit for the use of Net Revenues over the last year per the requirements outlined in the Ordinance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	a. If no, has a time extension been requested through the semi-annual review process for funds subject to expiration?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Supplanting of Developer Commitments		YES	NO
8.	Has your jurisdiction ensured they have not supplanted developer commitments for transportation projects and funding with M2 funds?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mitigation Fee Program (MFP)		YES	NO
9.	Does your jurisdiction currently have a defined development impact MFP in place?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10.	Has an update to the MFP occurred since the last reporting period?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11.	If yes to 10, has your jurisdiction submitted one or more of the supporting documents outlined in chapter 2.7 of the Eligibility Guidelines?	<input type="checkbox"/>	<input type="checkbox"/>
Planning Strategies		YES	NO
12.	Does your jurisdiction consider as part of its General Plan, land use planning strategies that accommodate transit and non-motorized transportation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13.	Have you provided a letter identifying land use planning strategies that accommodate transit and non-motorized transportation consideration in the General Plan?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Traffic Forums		YES	NO
14.	Did representatives of your jurisdiction participate in the regional traffic forum(s)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	a. If you answered yes, provide date(s) of attendance: 9/29/2021, 2/2/2022, <u>Select date</u>		
Congestion Management Program (CMP)		YES	NO
15.	Has your jurisdiction completed the required CMP checklist? (Appendix C)	N/A	N/A

Joe Ames

Name (Print)

Signature

June 7, 2022

Date

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2022

**SUBJECT: AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR
PROFESSIONAL AUDITING SERVICES (GRUBER AND LOPEZ, INC.)**

REPORT IN BRIEF:

The City solicited proposals from a number of independent certified public accounting firms to audit its financial statements for the fiscal years ending June 30, 2022, through June 30, 2024, with the option of auditing its financial statements for each of the two subsequent fiscal years. The City received proposals from two firms. Upon staff review of the proposals, staff recommends the City Council approve a professional services agreement with Gruber and Lopez Inc.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the Interim City Manager to sign the Agreement for Consultant Services with Gruber and Lopez Inc. for professional auditing services through December 31, 2024, and to the City Manager to approve the two additional one-year options, when applicable.

BACKGROUND:

Local governments are required to produce and distribute annual audited financial statements to conform with generally accepted accounting standards. On April 11, 2017, the City entered into an agreement with White Nelson Diehl Evans LLP, which later merged with CliftonLarsonAllen LLP, to conduct independent audit services for the City of Stanton.

The Fiscal Year 2020/21 audit was the final contract term of the current auditors. Government Finance Officers Association Best Practices for Audit Procurement recommends that governmental entities undertake a full-scale competitive process for the selection of independent auditors at the end of the term of each audit contract.

Staff has completed the process of competitive procurement and recommends Gruber and Lopez Inc. LLP to provide independent audit services for the City of Stanton, and the Stanton Housing Authority for the year ended June 30, 2022, June 30, 2023, and June 30, 2024, with the option to extend for no more than two additional one-year terms through June 30, 2026.

ANALYSIS/JUSTIFICATION:

The City has just reached the end of the existing five-year contract for annual auditing services.

In April 2022, the Finance Department of the City initiated the competitive procurement by releasing a Request for Proposal (RFP) for independent audit services. The proposal was emailed to nine public accounting firms, posted on the California Society of Municipal Finance Officers' website, and posted on the City's Finance webpage.

Two proposals were received from responsible bidders. A committee consisting of three City staff members evaluated the proposals based on criteria in the RFP. Staff evaluated each proposal by reviewing the firm's ability to meet mandatory requirements, the expertise and quality of the experience of the personnel to be assigned to the engagement, the thoroughness and adequacy of the firm's audit approach, cost, and oral interviews.

While both firms were clearly qualified, after review and evaluation, the proposal from Gruber and Lopez Inc. was ranked highest of all proposers, providing the greatest overall value at one hundred eighty-nine thousand nine hundred forty-eight dollars (\$189,948) for audit services for fiscal years 2022 through fiscal year 2026.

The request for proposal also included a request for an agreed-upon procedures engagement for the auditor to sample transactions from motel Transient Occupancy Tax (TOT) returns for accuracy and completeness, as well as an agreed-upon procedures engagement for the auditor to sample transactions from cannabis tax returns for accuracy and completeness.

FISCAL IMPACT:

The fees for the annual audit services are not to exceed one hundred eleven thousand seven hundred five dollars (\$111,705) for the audits of fiscal years ending June 30, 2022, through fiscal year ended June 30, 2024. If the subsequent one-year mutual options are selected, the fee for the annual audit services for the fiscal years ending June 30, 2025, and June 30, 2026, are not to exceed thirty-eight thousand seven hundred thirty-four dollars (\$38,734) and thirty-nine thousand five hundred nine dollars (\$39,509) respectively.

Fees for additional agreed-upon procedure engagement for TOT and Cannabis Tax increase annually, and have been quoted per motel, and per business, respectively. The cost for the additional engagements would be budgeted in the corresponding year.

The Fiscal Year 2022/23 Proposed Budget includes sufficient funding for the Fiscal Year 2022/23 financial statement audit services as well as \$5,000 for agreed-upon procedures engagements for TOT returns.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act Section 15301, Class 1(c) as improvements to existing facilities.

LEGAL REVIEW:

The City Attorney has reviewed and approved the professional services agreement as to form.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective 4: Ensure Fiscal Stability and Efficiency in Governance

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by:

/s/ Siamlu Cox

Siamlu Cox
Accounting Manager

Approved by:

/s/ Zenia Bobadilla

Zenia Bobadilla
Interim City Manager

ATTACHMENT:

A. Professional Services Agreement

Reviewed by:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL AUDITING SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 14th day of June, 2022, 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 Gruber and Lopez, Inc. an S-Corporation with its principal place of business at 438 Old Newport Boulevard, Newport Beach, California 92663 (“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 auditing services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional auditing 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 professional auditing services (“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 supply fully and adequately the professional auditing services necessary for the Project (“Services”). The Services are more particularly described in the Scope of Services set forth in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from June 14, 2022, through January 31, 2025, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at his or her sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the "Specific Audit Approach" 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: Engagement Audit Partner, Ron Lopez, CPA; Engagement Director/Manager and Project Lead, Matthew Lenton, CPA; and Engagement Director/Manager, Michelle Danaher.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all

purposes under this Contract. The City Manager hereby designates the Finance Director or his or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Ron Lopez, C.P.A., Managing Partner, 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 against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the Consultant, its agents, representatives, or employees. 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. If the Consultant maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- (a) Commercial General Liability (CGL): 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 \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. 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 five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City for review.

- (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 of insurance required by Section 3.2.10.2 (a) Commercial General 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 (c) 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 (d) 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 by the Consultant 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 did not contain 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 lifesaving 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 "B" page 20. " attached hereto and incorporated herein by reference. 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.

3.4 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:

Gruber and Lopez, Inc.
438 Old Newport Boulevard
Newport Beach, CA 92663
Attn: Ron Lopez, Managing Partner

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Michelle Bannigan, Finance Director

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

3.5.3.3 Confidential Information. The City shall refrain from releasing Consultant’s proprietary information (“Proprietary Information”) unless the City’s legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written

notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend, and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost, or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

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

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

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's 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 workdays. 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 June 2022.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: _____
Zenía G. Bobadilla
Interim City Manager

By: _____
Ron Lopez
Managing Partner

ATTEST:

By: _____
Patricia Vazquez
City Clerk

APPROVED AS TO FORM:

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

SPECIFIC AUDIT APPROACH

Gruber and Lopez, Inc. is very familiar with local government financial statement and government grant compliance audits and has specific relevant experience to similar challenges and undertakings. The firms' relevant experience is listed under Section 4 below. To maximize the benefit to the City as a result of this engagement, Gruber and Lopez, Inc. proposes to utilize our structured business process methodology, experience, and knowledge in executing this engagement. Our approach places great emphasis on using only proven and experienced auditors and consultants to perform the services required by the City. The following is a summary of the approach to the different types of tasks that may be assigned under this RFP and expected deliverables and work products.

On a date desired by management in May 2022, audit procedures that will be accomplished during the **planning stage** include the following:

- Entrance conference with the Finance Director and other key City personnel to: review project and task objectives; review scope of services and data collection methodology; discuss documentation needed; collect available data and published materials; establish meeting and presentation schedule; discuss dates for interim and final fieldwork and coordinate and establish communication channels in accordance with SAS 114.
- Prepare a list of items needed (our workpapers are in electronic form, so electronic files for schedules and documents requested will be preferred but not required). Our request of items to be provided will conform to what the City has previously provided to its existing Auditor. Should we need additional information, we will work with City staff to minimize any additional work load to the City. Each associate is assigned a lap top for fieldwork and we use primarily Microsoft Word and Excel for our audit engagements. We will also establish materiality levels for the government-wide and fund financial statements.
- Thoroughly review all relevant documents and agreements (debt issues, leases, significant contracts, joint power agreements etc.) and prepare an audit plan that will include an audit program, audit procedures, and timeline for all audits. Levels of materiality will also be developed.
- Planning will continue throughout the audit and be constantly updated as issues and scope may change as the audit proceeds.

On a date desired by management in May or June 2022, audit procedures that will be accomplished during our **interim fieldwork** include the following:

- We will provide instructions for mailing out letters to confirm bank balances for cash and investments, attorneys, debt, material receivables, OPEB, PERS and risk management insurance.
- We will review internal controls of the main cycles (cash receipts, cash disbursements/ procurement, payroll, capital assets, IT, and treasury management) and assess controls risk in accordance with the risk auditing standards (SAS 103 to 111) and fraud risk standards (SAS 99). We will identify areas of potential concern to City management.

SPECIFIC AUDIT APPROACH (*Continued*)

- Perform testing of controls where reliance can be placed. In conducting our tests of controls we will use the GAS Audit Sampling Guide parameters.
- Reviewing of minutes of the City Council meeting minutes.
- Test a sample of journal entries to ensure reasonableness.
- Perform preliminary analytical reviews on balance sheet and income statement and investigate significant variances.
- We will perform a test of disbursement transactions to ensure that:
 - City has properly spent funds in accordance with various restricted funds and federal and state grant programs,
 - City procurement policies are being followed.
- Test salary expense by performing payroll test of transactions, review and test city manager contract, and interviewing employees.
- Compliance testing of City budgetary policies.

On a date desired by management in October 2022 (after the final closing of the books and preparation of final trial balances by City personnel for the year ended June 30), we will commence performing our **final fieldwork** which will include:

- Confirm cash and investment balances and test bank reconciliations. Also ensure the proper recording in accordance with GASB 31 *Fair Value Reporting for Investments* and GASB 40 *Deposit and Investment Risk Disclosures*.
- Test capital assets and accumulated depreciation to ensure they are fairly stated and in accordance with generally accepted accounting principles, and that streets and roads network are properly using the modified approach in accordance with GASB 34.
- Testing of allocations of interest income to the various funds.
- Examination of support and subsequent receipt of significant receivable balances.
- Search for unrecorded liabilities.
- Testing of long term debt balances and debt without government commitment.
- Consideration of support and proper valuation of the liabilities for compensated absences and claims and judgments.
- Testing of support for other significant assets and liabilities of the City.
- Testing for the proper establishment of non-spendable, restricted and assigned fund balances in accordance with GASB 54.
- Review of significant events after year end (through the completion of our audit).

SPECIFIC AUDIT APPROACH *(Continued)*

- Review of attorney letters for significant legal matters affecting the City's financial position.
- Perform other substantive procedures on other significant revenues and expenditures.
- Ensure operating leases are properly recorded and classified.
- Perform final analytical reviews on balance sheet and income statement and investigate significant variances.
- Test pension plan and other post employment benefits to determine accordance with GASB 68 and 45, respectively.
- Test interfund balances and transfers.
- Test of joint ventures and developer agreements, if any.
- Determination of major and non-major funds for financial reporting purposes.

In November 2022, procedures that will be accomplished during the **report preparation/review** stage include the following:

- Single Audit Report (if needed), GAS or SAS 115 Internal Controls letter, and SAS 114 Communications letter in draft form will be developed and presented to City management for review. A schedule of adjusting journal entries will also be provided, if any. We will review the City's draft of the CAFR and make and edits as agreed to be the Director of Admin Services.
- After City approval of all reports, we will print, bind and mail final copies of report to the City.

Should the City meet the Single Audit criteria for expenditures of federal funding during the fiscal year, we would perform the following procedures in performing the Single Audit during both the interim and final stages of the audit:

- The following relevant federal and AICPA publications will be addressed:
 - The *OMB Title II-Uniform Grant Guidance* for grants issued after 12/26/14.
 - GAO *Government Auditing Standards* (Yellow Book)- 2018 Revision
 - AICPA Audit and Accounting Guide *Audits of State and Local Government Units* (1994 revision) and Statement of Position 98-3, *Audits of States, Local Governments, and Not-for-Profit Organizations Receiving Federal Awards*

SPECIFIC AUDIT APPROACH *(Continued)*

- SAS No. 74, *Compliance Auditing Considerations in Audits of Governmental Entities and Other Recipients of Federal Financial Assistance*
 - Most current *Compliance Supplement for Single Audits of State and Local Governments*
 - Catalog of Domestic Assistance Programs
- Identify the federal programs administered by the City and the amounts expended during the audit period.
- Apply the risk-based auditing approach mandated by the *OMB Uniform Grant Guidance* or *Single Audit Act Amendments of 1996* (Public Law 104-156) and OMB Circular A-133 entitled *Audits of States, Local Governments, and Non-Profits Organizations* for the determination of major programs to be selected under the single audit process. As prescribed by the directives of the new single audit requirements, this will involve a consideration of the complexity of the program, prior audit findings, changes in personnel, the competency of personnel, the extent to which sub-recipients are used, the extent of overview and monitoring by granting agencies, the extent of recent changes in program requirements, the newness of the program, the size of the program, and the inherent risk of the program.
- Identify the oversight audit agency, if any.
- Identify and list the major compliance supplements and subrecipients of the City, if any.
- Review the administrative control systems to ensure compliance.
- Execute the sampling plan.
- Perform audit procedures for the selected transactions.
- Test compliance with other material compliance requirements.
- Test matching requirements, if any.
- Test indirect costs, if any.
- Review reports and claims for advances and reimbursements to the federal government.
- Review processing of audit reports for state and local government subrecipients, if any.
- Prepare the independent auditors' reports required by OMB.
- Prepare the data collection form required to be filed with the Single Audit Central Clearinghouse.

Cost of Services (All-Inclusive/Fixed Fee)

Description	2021/22	2022/23	2023/24	2024/25	2025/26	Total
Audit of the City of Stanton	\$ 28,750	\$ 29,325	\$ 29,912	\$ 30,510	\$ 31,120	\$ 149,617
Audit of Stanton Housing Authority	\$ 3,750	\$ 3,825	\$ 3,902	\$ 3,980	\$ 4,060	\$ 19,517
Appropriations Limit (GANN) AUP	\$ 500	\$ 510	\$ 520	\$ 530	\$ 541	\$ 2,601
Single Audit (for one major program), when applicable	\$ 2,750	\$ 2,805	\$ 2,861	\$ 2,918	\$ 2,967	\$ 14,310
Single Audit (each additional major program)	\$ 750	\$ 765	\$ 780	\$ 796	\$ 812	\$ 3,903
Out of pocket expenses (please specify)	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
SUB-TOTAL	\$ 36,500	\$ 37,230	\$ 37,975	\$ 38,734	\$ 39,509	\$ 189,948
Agreed-Upon Procedures for Transient Occupancy Tax (per motel)	\$ 1,950	\$ 1,989	\$ 2,029	\$ 2,070	\$ 2,111	\$ 10,149
Agreed-Upon Procedures for Cannabis Tax Returns (per business)	\$ 1,750	\$ 1,785	\$ 1,821	\$ 1,857	\$ 1,894	\$ 9,107
TOTAL	\$ 40,950	\$ 41,769	\$ 42,605	\$ 43,457	\$ 44,326	\$ 213,107

Description	2021/22	2022/23	2023/24	2024/25	2025/26
Partner/Director	\$150	\$150	\$150	\$150	\$150
Manager	\$120	\$120	\$120	\$120	\$120
Senior Auditor	\$100	\$100	\$100	\$100	\$100
Staff Auditor	\$80	\$80	\$80	\$80	\$80
Clerical	\$-	\$-	\$-	\$-	\$-

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2022

SUBJECT: AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE FY 2022/2023 CITYWIDE PAVEMENT REHABILITATION PROJECT TO TAIT & ASSOCIATES

REPORT IN BRIEF:

The Fiscal Year 2022-2023 Citywide Pavement Rehabilitation Project encompassing slurry seal, grind and overlay, and pavement reconstruction work on City streets will improve infrastructure throughout the City of Stanton. Staff recommends that the firm TAIT & Associates, Inc. be awarded a purchase order for project design services.

RECOMMENDED ACTION:

1. City Council utilize the existing On-Call Civil Engineering Services contract with TAIT & Associates, Inc. executed in September 2021 for design services for the FY 2022-2023 Citywide Pavement Rehabilitation Project; and
2. Approve a purchase order with TAIT & Associates, Inc. for design support and development of plans for the FY 2022-2023 Citywide Pavement Rehabilitation Project in the amount of \$110,345 which includes all optional services; and
3. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

BACKGROUND:

The Fiscal Year 2022-2023 Citywide Street Rehabilitation Project will improve several streets throughout the City and will improve many areas of poor asphalt. The selected streets were chosen based on the City's updated Pavement Management Plan approved by City Council in 2021. The level of work identified is per the optional scenario in the Pavement Management Plan, which is at an elevated level of work and will eventually result in an increase of the average Pavement Condition Index (PCI) from 75 to 77. 75 is the minimum PCI required to maintain Measure M2 funding eligibility, so it is in the City's best interests to work towards raising the average PCI now as a contingency against any possible future funding shortfalls.

ANALYSIS/JUSTIFICATION:

In September 2021, three civil engineering firms were selected through a competitive process for on-call civil engineering services. In executing the on-call civil engineering services contracts, this allows the City to execute a contract with any one of the three civil engineering firms for specific project design services. Based upon TAIT & Associates, Inc. recent performance on the FY 2021-2022 Slurry and Reconstruction Project, City staff is recommending that TAIT & Associates, Inc. be awarded a purchase order for the (newly retitled) FY 2022-2023 Citywide Pavement Rehabilitation Project. Public Works staff checked with the Finance Department and found that under the City's purchasing ordinance, the City may award TAIT & Associates, Inc. a purchase order without further undergoing a new RFP process.

FISCAL IMPACT:

Sufficient funding for the design services is included in the City's Fiscal Year 2021/2022 budget. Typically, funds for design work are programmed one fiscal year in advance of the proposed work.

ENVIRONMENTAL IMPACT:

Exempt per Section 15301(c) – Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a quality infrastructure.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

Prepared by:

/s/ Joe Ames

Joe Ames, P.E., T.E.
Public Works Director/City Engineer

Reviewed by:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Zenia Bobadilla

Zenia Bobadilla
Interim City Manager

Attachments:

(1) Fee Proposal from Tait & Associates, Inc.



PROJECT UNDERSTANDING

Per emails and discussion with City staff, it is understood that the scope of work for this project includes the design and preparation of Plans, Specifications, and Estimates (PS&E) for the City FY 2022/23 Street Rehabilitation Project on the roadway segments identified in the City's 2021/28; Seven Year Work Plan; Pavement Management Program (PMP) under the alternate funding scenario. The roadway segments included in this proposal and their anticipated rehabilitation method are as follows:

Arterial – 2" Mill & FRAC Overlay – Rehabilitation Segments:

Street Name	From	To	Current PCI	Length (ft)
Katella Avenue – West Bound	Beach Boulevard – East Side	Dale Avenue – West Side	59	2,515
Cerritos Avenue	Knott Avenue – East Side	Western Avenue – West Side	62	2,475
Cerritos Avenue	Western Avenue – East Side	Beach Boulevard – West Side	66	2,560
Dale Avenue	Cerritos Avenue – North Side	Katella Avenue – North Side	64	2,624
			Total	10,174

Residential – 1.5" Mill and FRAC Overlay – Rehabilitation Segments:

Street Name	From	To	Current PCI	Length
Courtright Road	Cody Drive – South Side	End	73	247
Devonwood Avenue	Santa Rosalia Avenue – East Side	Fieldgate Steet – West Side	71	805
Fulton Way	Rutledge Way	End	71	1,660
College Drive	East End	Wester Avenue – East Side	74	600
			Total	3,312

Local – Reconstruction – Rehabilitation Segments:

Street Name	From	To	Current PCI	Length
Alley b/t Dale Ave & Yana Dr	Lola Avenue	Chanticleer Road	8	980
			Total	980

The general design scope for the above noted segments include:

- ✓ Meet with City staff to understand project scope
- ✓ Conduct and distribute utility notices
- ✓ Design field walk
- ✓ Project research & base mapping
- ✓ Preparation of design PS&E
- ✓ Construction coordination/assistance

PMP Recommendations: It should be noted that the above noted recommendations for 2" and 1" Mill with FRAC overlay is based on the notations provided in the PMP. Based on latest City design preference updates, it is anticipated that base bid for both arterial and residential streets will be FRAC overlays, however, alternate bids for ARHM paving will also be included in the bid package. Further, and as is reflected in the table above, minimum paving thickness for FRAC will be 1.5" in order to follow property construction standards.

Caltrans Encroachment Permit & Traffic Control: Though work will not be conducted within Caltrans R/W, it is anticipated that traffic control encroachments will be required due to the double left turn lane on Beach Boulevard leading to Katella Avenue. Possibly, further lane closures may be required on Cerritos Blvd. as well. Based on City preference for scheduling and timing of the work, TAIT has included an optional work item for permit processing and traffic control plan preparations.

Alley Reconstruction: Based on City preferences, an optional work item has been provided to obtain geotechnical testing and pavement section recommendations for the proposed alley removal and replacement section. Should geotechnical services not be required, previously completed studies will be utilized to obtain a basis for the structural section of the new alley.

The work items and project scope for this project are described in further detail below.

SCOPE OF WORK

1 Design Kick-Off Meeting

A design kick-off meeting with TAIT's Project Manager, City staff, and other affected parties, will be held at the start of the project to identify clear lines of communication and review the final scope, schedule, milestones and other project details of concern. At this meeting the project's schedule will be confirmed with the City. It is anticipated that the City will provide all pertinent record information for the existing City streets and utilities including as-built plans, record plans, and CAD files and GIS files (As applies) for the project limits.

Based on our actual NTP date, TAIT will prepare and present an update of our project schedule to be reviewed with the City Project Manager during our Kick-off Meeting. Any revisions or adjustments that need to be made to the project schedule will be thoroughly discussed with the City Project Manager prior to finalization.

TAIT will prepare a meeting agenda for initial circulation. Upon completion of the meetings, TAIT will also prepare meeting minutes for circulation, review and comments. All meeting agendas, minutes and exhibits will be filed in our project folder for final submittal to the City at the completion of the project.

Deliverables:

- ✓ Meeting Agenda & Minutes
- ✓ Updated Project Schedule

2 Existing Records Research & Field Walk

Review of record Information provided from the City files will be conducted to verify existing field conditions. TAIT will also research/acquire existing available design records and utility information. It is anticipated that the information collected during the research phase will be used to assist in the development of the project base maps.

The records research will include obtaining records from the City of Stanton, utility providers and all other jurisdictions within the project limits. In addition, TAIT will document, contact, and coordinate with other public and private agencies/entities/jurisdictions involved to inform them about the project and obtain their records, approval, and permit requirements, as applies.

Obtained records will be reviewed and correlated with the Topographic and aerial (Bing/Google Map) data to prepare the final project Base map.

Deliverables:

- ✓ Digital Copies of Obtained Records

3 Utility Notifications, & Coordination

Utility Notifications

At project inception, TAIT will conduct utility research through Dig-Alert and City records and will prepare and distribute the 1st utility notifications which will identify the project intent, limits, and general scope of work and will request that each utility provide our office with the associated As-Built records for the project limits. TAIT will review and compile the received responses in to the project Utility matrix for tracking of existing utilities and conflicting facilities.

Upon completion of the 80% design, TAIT will distribute a 2nd notice to all present utilities and will include a current set of plans for the utility's review and comment. All foreseen utility relocations or conflicts will be identified in this notice for the Utility's review and action. TAIT will actively coordinate with all utilities in order to ensure any required relocations are coordinated and completed prior to the start of the City's project.

The final notice will be sent at the design completion stage and will include a signed print of the plans for the utilities records. TAIT will review all obtained record data and will coordinate with utilities that may be affected in order to obtain further design and construction requirements. All utility coordination, records and data will be compiled at the end of the project and will be submitted to the City for future reference.

Utility Coordination

TAIT will coordinate with all present and affected utilities during the course of the design. All potential conflicts with the improvements will be identified, and contact will be made with the appropriate utility coordinator.

Utility relocations or permits are not anticipated as part of this project.

Deliverables:

- ✓ Utility Correspondence and Design Records
- ✓ 1st, 2nd & Final Utility Notices

4 Design Field Walk (Prelim. And Final)

It is anticipated that a majority of the base mapping will be provided through review and drafting of existing records. As a result, all field data on the Slurry and Mill and Overlay portions of the work will be obtained through a design field walk.

Preliminary Design Field Walk

At project inception, and on the same day as the design kickoff meeting, TAIT will conduct a preliminary design field walk to visually confirm the current pavement conditions along each of the noted Mill and Overlay and Reconstruction roadway segments. An initial visual observation will be conducted in order to prepare and submit an initial pavement rehabilitation scenario to the City for review and verification prior to TAIT conducting its detailed field investigation. As the pavement treatment method will affect the work items needing observation in the field, this initial task will ensure that the design team is able to capture the necessary level of detail in the field during the final design field walk.

Upon authorization of the pavement rehabilitation scenario, TAIT will initiate the final design field walk. This task includes all hours necessary for the field review and design required to observe and document the existing site conditions and to identify anticipated work items. Existing condition photos will be along the project limits in order to aid the City in construction coordination. All field notes will be compiled and stored in the design file for reference. Grades as well as the presence of truncated domes and zero inch curb faces at existing ramps will be noted for review and recommendation of removal and replacement or retrofit, as applies.

Deliverables:

- ✓ Digital Copies of Obtained Records
- ✓ Field Notes, Observations, & Photos

5 Topographic Survey

Per discussion with the City, it is not anticipated that a conventional design survey will be required for the Slurry and Mill & Overlay portions of the project, however, the alley reconstruction portion between Lola and Chanticleer will require a full topographical survey of all joins, utilities, miscellaneous items to protect and the centerline including 50' interval cross sections so that existing centerline elevations can be adjusted for updating any existing drainage issues, if needed

Other than topographical survey on the alley, as alternate work items, TAIT has included an allowance for two days of additional topographic pickup survey to provide field data and elevations for critical areas requiring localized removal and replacements. It is anticipated that the pickup survey for these areas, if needed, will be on a local control/datum with a temporary horizontal control set in the field in order to maximize the benefit of the survey data. Should survey data be deemed necessary, TAIT will notify the City and obtain approval of proceeding on the alternate work item prior to proceeding on any work.

Deliverables:

- ✓ Digital Copies of Topographic Survey

6 Project Basemaps

As part of this contract, TAIT will prepare the following basemaps for incorporation in the project design:

- Roadway
- Boundary/Right of way (GIS Based)
- Existing Utility
- Topographic Survey (As Needed per Area)
- Aerial Image (Bing/Google)

The proposed base map will also include an aerial base prepared from google maps or Bing maps (Based on the base available imagery). It is assumed that the City will provide TAIT with any available GIS and record basemaps for features within the project limits. TAIT will format and update the base with the noted existing records, Bing/Google Maps aerial reference imagery, and all other applicable existing improvements (loops, signal equipment, striping, legends, etc.).

Deliverables:

- ✓ Project Basemaps (Roadway, Existing Topography Boundary/Right of Way, Existing Utility, & Aerial Image)

7 Pavement Rehabilitation Scenario Verification & Preliminary Estimate

Upon completion of the preliminary field walk and base mapping task, TAIT will prepare a pavement rehabilitation scenario and estimate for the City's review and verification. Estimates will be based on the initial field walk notes for pavement condition and recommended method of pavement rehabilitation. All recommendations will be based on field maintenance recommendations and will not be based on geotechnical testing data. Quantities for the estimate will be based on the PMP records and GIS data obtained from the City and TAIT's research and will include pavement rehabilitation costs only. TAIT will submit a preliminary layout of the streets with hatching designating the treatment methods along with a preliminary pavement rehabilitation cost estimate as part of this task.

Deliverables:

- ✓ Pavement Rehabilitation Exhibit
- ✓ Preliminary Pavement Rehabilitation Estimate

8 Design Plans

Upon City approval of the pavement rehabilitation scenario, TAIT will initiate the preparation of the design PS&E. Based on our review of the project limits, the following are the anticipated plan sheets for this project area:

SHEET DESCRIPTION	SCALE	SHEET COUNT
Title Sheet	N/A	1 Sheet
Notes, Details, & Typical Sections	Varies	2 Sheet
Street Improvement Plans (Mill & Overlay, Triple Stacked)	1" = 40'	4 Sheets
Street Improvement Plans (Reconstruction, P&P)	1" = 40'	1 Sheet
Signing & Striping Plans (Arterial and Residential)	1" = 40'	5 Sheets
Total Sheet Count		13 Sheets

8.1) Title Sheet:

The title sheet will include all City of Stanton standard notes, project construction notes, bench mark and basis of bearing, vicinity map, list of utility contacts and project abbreviations and legends. The plan set will be prepared on the City of Stanton standard title block on 24"x36" bond paper.

8.2) Notes, Details, & Typical Sections:

General project notes, a master list of construction notes, typical roadway sections, and typical Mill & Overlay as well as Reconstruction details will be included on these sheets that depict the nature of the proposed improvements based on the proposed stationing and intersecting streets.

Construction details will be prepared for all work items that cannot be built by standard plan, or do not have adequate space on the plan sheet for the necessary detailed callouts.

8.3) Street Improvement Plans (M&O and Reconstruction):

Arterial Mill and Overlay and/or other Rehabilitation Method Street Improvement plan sheets will be prepared for the entire project limits at a 1"=40' horizontal scale. The plans will be presented in a stacked or grid layout of the existing residential or arterial streets in order to depict the location and limits of each work item. Existing improvements will be depicted from obtained existing records converted to CAD line work, and an aerial base which will help to communicate the location of each work item.

8.4) Signing & Striping Plans:

Signing & Striping plans will be prepared for the residential area to depict crosswalks, stop legend/bars, and other legend/area based striping elements which require removal and replacement. Residential signing and Striping plans will be prepared in an area based/large scale format and will identify general location of each pavement legend only.

Arterial roadway segments will have traditional signing and striping plans prepared at 1" = 40' scale and will depict the proposed striping improvements as well as existing improvements to be joined. This plan set assumes that all striping width and configuration will be per existing conditions and that no major modifications will be made. All signing & striping within the arterial street limits will be bid as a lump sum remove and replacement item that will require the contractor to prepare an existing condition inventory as a construction submittal for verification and replacement during the construction phase.

QA/QC, Compilation, and Submittal of PS&E

The following submittals are anticipated as part of this project:

- 80% PS&E
- 100% PS&E

Prior to each submittal, TAIT will conduct a full QA/QC review per our quality assurance protocols. As part of the QA/QC process, it is also anticipated that TAIT design team will coordinate with the City's inspector to pre-review recommendations for removal and replacement in the field. Additionally, TAIT will plot, compile and deliver the noted number and format of PS&E to the City for each submittal per the RFP requirements.

Deliverables:

- ✓ 80% Plans (Digital & Hard Copy)
- ✓ 100% Plans (Digital & Hard Copy)

9 Project Specifications

TAIT will prepare technical specifications for the proposed project based on the City boilerplate specifications. Each work item will have a clear measurement and payment clause in order to avoid costly change orders during the construction phase. Specifications will also include clear delineation of the traffic control requirements, water pollution control requirements, survey monument protection and replacement requirements, and construction scheduling parameters as well as coordination requirements with utilities. Utility owners, coordination and contact requirements, and additional permitting requirements will also be included in the specifications. The project specifications will be reviewed by the QA/QC Manager prior to each submittal per the quality assurance program.

Deliverables:

- ✓ 80% Draft Project Specifications (Digital & Hard Copy)
- ✓ 100% Project Specifications (Digital & Hard Copy)

10 Quantity Calculation and Cost Estimate

TAIT will prepare cost estimates at the 80% & 100% PS&E stage for City review and input. Unit prices will be checked against recent City projects. Work items will be prepared to correlate with the specifications and will include all work items including mobilization, storm water compliance, traffic control and striping. The cost estimate will be reviewed by the QA/QC Manager prior to each submittal per the quality assurance program.

Deliverables:

- ✓ 80% Engineer's Cost Estimate (Digital & Hard Copy)
- ✓ 100% Engineer's Cost Estimate (Digital & Hard Copy)

11 Construction Support Services (As Needed)

TAIT will continue to support the City during the Construction phase on an as needed basis. This task includes assumed hours for the design team in order to review and respond to RFI's, prepare any necessary addenda's, and to attend construction meetings (as needed). This task assumes the following items:

- Review and Responding to Bidding RFIs
- Preparation of Addenda (as needed)
- Attendance at the Pre-Construction Meeting
- Review and Responding to Construction RFIs/Submittals
- Attendance at a single construction meeting/site visit at City's option

Deliverables:

- ✓ Response to RFIs
- ✓ Addenda Documents/Plans
- ✓ Coordination Records

A-1 Pickup Topographic Survey

An allowance has been included for up to two days of pickup survey and mapping should additional detail be required for roadway and parkway design elements (not including alley topographic survey). This task includes office hours as well as field hours for the necessary pickup survey and incorporation into the design plans. Assumes that the survey will be for portions of work already included in the base design scope.

A-2 Allowance for Geotechnical Testing & Report

This alternate work item has been included to provide the City the necessary allowance for authorizing a geotechnical investigation to design the necessary pavement section for the Alley portion of the project which is currently designated for reconstruction. This task has been estimated as a budgetary figure and formal proposals will be received if the City chooses to move forward with a geotechnical study. Otherwise, prior studies for similar alley segments in the City will be utilized for the basis of structural design. Upon issuance of authorization to proceed, final fees/scope/proposal will be obtained from our preferred geotechnical engineering consultant for review and approval by the City.

A-3 Caltrans Encroachment Permit & Application Processing

This optional task has been provided to account for TAIT processing hours required to prepare, submit, and process the traffic control encroachment permit through Caltrans District 12. Additional costs for reimbursables (plotting of plans and traffic control plans) has also been included in this task.

A-4 Beach Blvd. Traffic Control Plans (Katella & Cerritos)

This optional task has been provided to account for TAIT design hours required to prepare traffic control plans for the left lane closures as well as work ahead signs on Beach Blvd. at the Katella Avenue and Cerritos Avenue intersections. The scope assumes preparation of two separate traffic control plan packages and review/processing of the plans through Caltrans. Scope also assumes that expanded base mapping will be required to depict extended roadway geometry on Beach Blvd. to show necessary roadway features.

S



FEE PROPOSAL & RATE SCHEDULE

TAIT & ASSOCIATES PROPOSAL FOR
FY2022/23 STREET REHABILITATION PROJECT
PROJECT FINANCIAL SUMMARY

Total Estimated Fee: \$ 78,320
Total Estimated Fee w/ Alternates: \$ 110,345

BILLING RATES		235	225	210	130	185	155	370	TOTAL PROJCT COSTS		
WORK TASK	TASK #	PM (Princ)	QA/QC (Sr. PM)	Prof. Engineer	Designer I	Survey PM	Survey Designer	2-Man Crew	Consultant/Expense	ITEM TOTALS	
										HOURS	BILLABLE
Design Kickoff Meeting	1	2	0	2	0	0	0	0	\$ -	4	\$ 890
Existing Records Research	2	0	0	2	8	0	0	0	\$ -	10	\$ 1,460
Utility Notification & Coordination	3	0	0	2	16	0	0	0	\$ -	18	\$ 2,500
Design Field Walk (Prelim & Final)	4	4	0	8	32	0	0	0	\$ -	44	\$ 6,780
Topographic Survey of Alley Reconstruction Portion	5	0	0	0	0	2	8	8	\$ -	18	\$ 4,570
Project Basemaps	6	1	0	8	32	0	0	0	\$ -	41	\$ 6,075
Pavement Rehabilitation Scenario Verification & Preliminary Estimate	7	2	0	16	24	0	0	0	\$ -	42	\$ 6,950
Street Improvement Plans (80% & 100%)	8	10	2	50	190	0	0	0	\$ -	252	\$ 38,000
Title Sheet	8.1	0	0	2	4	0	0	0	\$ -	6	\$ 940
Notes, Details, & Typical Sections	8.2	1	0	4	10	0	0	0	\$ -	15	\$ 2,375
Street Improvement Plans (M&O)	8.3	4	1	24	96	0	0	0	\$ -	125	\$ 18,685
Street Improvement Plans (Reconstruction)	8.4	2	0	4	28	0	0	0	\$ -	34	\$ 4,950
Signing & Striping Plans	8.5	3	1	16	52	0	0	0	\$ -	72	\$ 11,050
Project Specifications	9	1	1	16	0	0	0	0	\$ -	18	\$ 3,820
Quantity Calculation & Cost Estimate	10	1		4	16	0	0	0	\$ -	21	\$ 3,155
Construction Support Services	11	4	0	8	0	0	0	0	\$ -	12	\$ 2,620

LABOR HOUR TOTALS BY CLASSIFICATION 25 3 116 318 2 8 8 TOTAL LABOR COSTS \$ 76,820
REIMBURSABLES \$ 1,500
TOTAL PROJECT COSTS \$ 78,320

BILLING RATES		235	225	210	130	185	155	370	TOTAL PROJCT COSTS		
WORK TASK	TASK #	PM	QA/QC	Prof. Engineer	Designer I	Survey PM	Survey Designer	2-Man Crew	Consultant/Expense	ITEM TOTALS	
										HOURS	BILLABLE
Optional Items											
Pickup Topographic Survey (As Needed, T&M)	A-1	1		4	16	2		16		39	\$ 9,445
Allowance for Geotechnical Testing & Report	A-2								\$ 10,000	0	\$ 10,000
Caltrans Encroachment Permit Application & Processing	A-3	2		4	16				\$ 1,000	22	\$ 4,390
Beach Blvd. Traffic Control Plans (Katella & Cerritos)	A-4	2		12	40					54	\$ 8,190
		5	0	20	72	2	0	16	\$ 11,000	115	\$ 32,025

CLIENT: City of Stanton
PROJECT: FY2022/23 Street Rehabilitation Project
PREPARED BY:DWS/BJM 2022.05.20

TOTAL BASE FEE + OPTIONAL ITEMS: \$ 110,345

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2022

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

REPORT IN BRIEF:

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

RECOMMENDED ACTION:

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

BACKGROUND:

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

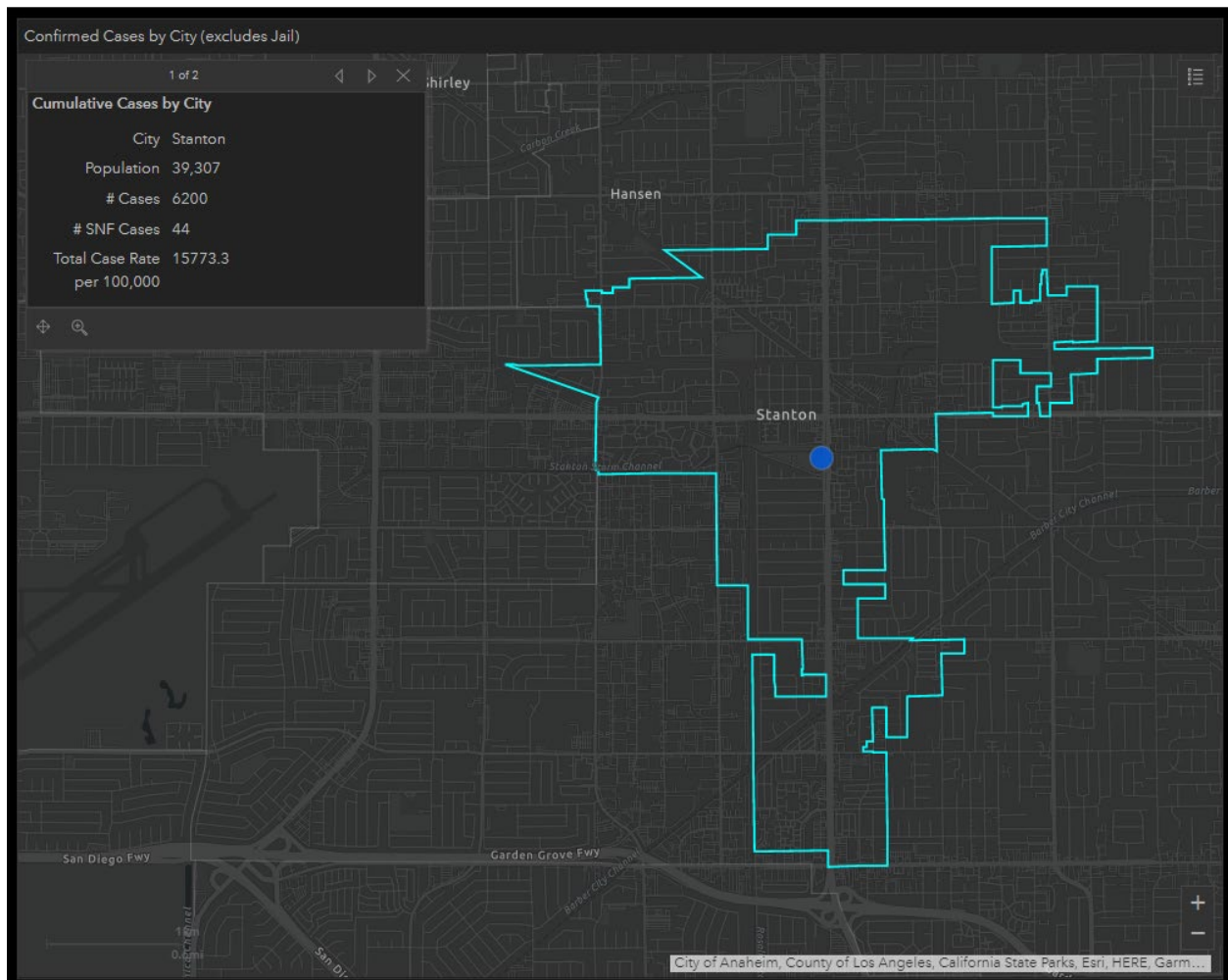
- The state of emergency continues to directly impact the ability of the members to meet safely in person, or
- State or local officials continue to impose or recommend measures to promote social distancing.

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

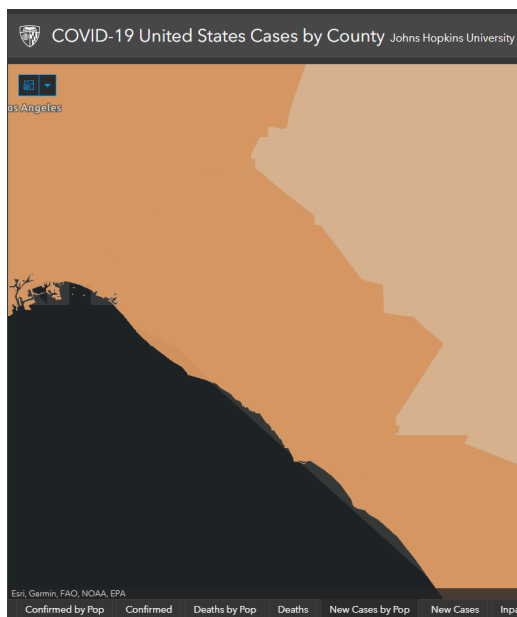
It is important to note that having virtual meetings under the provisions of Government Code Section 54953(e)(3) is optional. If the Council wishes, it may continue to meet in-person. In addition, hybrid meetings are permissible. Given that the dynamics of the pandemic and the health crisis are continually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

ANALYSIS/JUSTIFICATION:

Currently, the State of California and the County of Orange remain under the state of emergency brought on by the COVID-19 pandemic, particularly with the spread of the Omicron BA.2 Variant. State and local officials are still recommending measures to promote social distancing.

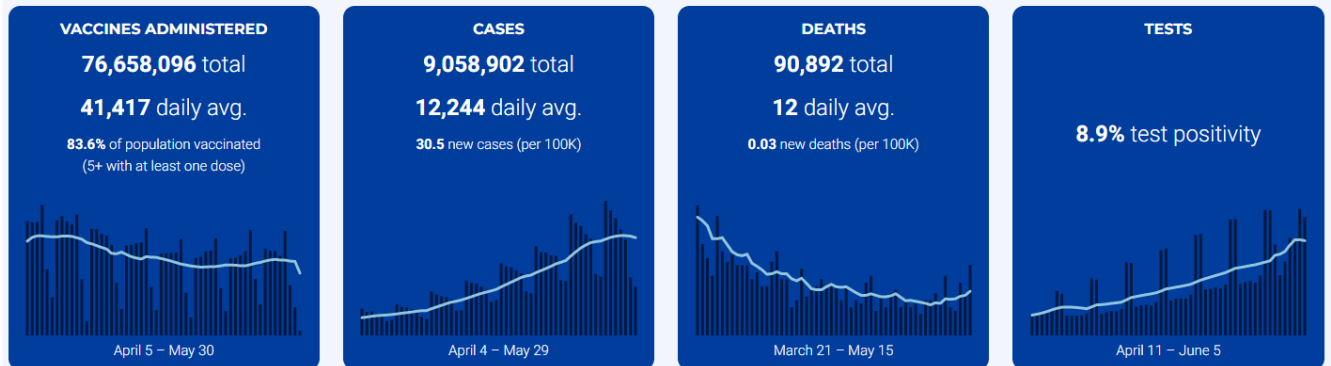


[COVID-19 Cases by City](#)



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

Update for June 7, 2022



Updated June 7, 2022 at 9:36 AM, with data from June 6, 2022. Data is updated on Tuesdays and Fridays.

[Vaccines administered source data](#) and [cases, deaths, and tests source data](#)

[Tracking COVID-19 in California](#)

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

1. Provide a safe community.

PUBLIC NOTIFICATION:

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

Prepared By:

/s/ Jason Huynh

Jason Huynh
Management Analyst

Approved as to Form By:

HongDao Nguyen
City Attorney

Approved By:

/s/ Zenia Bobadilla

Zenia Bobadilla
Interim City Manager

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2022

**SUBJECT: AWARD OF PROFESSIONAL SERVICES AGREEMENT FOR
INVESTMENT MANAGEMENT AND ADVISORY SERVICES
(CHANDLER ASSET MANAGEMENT, INC.)**

REPORT IN BRIEF:

On March 15, 2022, the City issued a Request for Proposals (RFP) for investment management and advisory services. The initial term of the agreement is through June 30, 2024, with options to renew annually at the City Manager's discretion. The RFP was posted on the California Society of Municipal Finance Officers' website; the City's Finance webpage, and sent to directly to six firms. The City received responses from seven firms. Staff evaluated each proposal based on each firm's qualifications, references, public sector experience in California, professional reputation, physical location, customer service, investment approach and finally, fee. Based on the evaluation, staff recommends the City Council award the professional services agreement to Chandler Asset Management, Inc. ("Chandler"). Chandler has significant experience managing portfolios for California local government agencies that are similar in size to the City. In addition, Chandler has the additional advantage of having provided similar services to the City previously.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the Interim City Manager to execute the Professional Services Agreement for Investment Management and Advisory Services with Chandler Asset Management, Inc.

BACKGROUND:

Implementation of the City's investment policy is necessary to provide effective, stable, and long-term improvement of the City's investment portfolio performance. Effective

implementation of the investment strategy requires active management of the portfolio and monitoring of the market on a daily basis. By actively managing the portfolio, the City can maximize its earnings while maintaining the fundamental safety and degree of liquidity that the City's investment policy requires.

The City previously outsourced these activities between 2013 and 2017 to Chandler. Staff is recommending the City re-establish this practice again. Outsourcing investment management and advisory services to a professional investment management firm with specialized public sector experience and proven results is best suited to achieve the City's goals of improved performance while minimizing risk. Additionally, the City would benefit from the firm's specialized professional expertise, risk management, credit evaluation, investment management tools, and investment reporting.

ANALYSIS/JUSTIFICATION:

The City's total investment portfolio is approximately \$57 million. Of this amount, 85% is currently invested in the California Local Agency Investment Fund (LAIF) and California Asset Management Program (CAMP) where the average earning is approximately 0.31%. The remainder of the portfolio is managed in-house using a passive approach (i.e., buying and holding investments until the investments mature or are called), which requires minimal staff resources.

For an investment strategy to be as effective as possible, the City would benefit from the services of a professional investment manager with specific public sector experience to provide active investment management services on a day-to-day basis. Some of these day-to-day activities include regular monitoring of the portfolio in the market; the re-balancing of the portfolio's duration (average maturity); to take advantage of interest rate trends; credit monitoring and analysis; investment selection; and competitive shopping of investments to obtain the best rates. The use of an investment management firm on a contract basis (outsourcing) would provide the specific expertise required to be more cost effective than adding additional staff resources to provide these daily activities.

FISCAL IMPACT:

Fees for investment portfolio management and advisory services are based on the size of the portfolio the firm is managing. Chandler's fee structure is based on the following tier system:

Assets Under Management	Annual Asset Management Fee %
First \$25 million	0.10%
Next \$25 million	0.08%
Next \$50 million	0.06%

The current portfolio to be invested is approximately \$40 million. Based on the above table, the annual cost is approximately \$37,000. The General Fund's Fiscal Year 2022/23 Proposed Budget includes an estimate of \$37,000 for these services (offset by a higher estimate for interest revenue resulting in a net impact of \$0 to the General Fund). The City allocates the total interest income earned to certain City funds based on each fund's average cash balance. The amount of interest income that will be allocated to City funds in Fiscal Year 2022/23 will be *net of investment management fees* paid to Chandler to ensure that the investment earnings are sufficiently funding the investment management services.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act Section 15301, Class 1(c) as improvements to existing facilities.

LEGAL REVIEW:

The City Attorney has reviewed and approved the professional services agreement as to form.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective 4: Ensure Fiscal Stability and Efficiency in Governance

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by:

/s/ Siamlu Cox

Siamlu Cox
Accounting Manager

Reviewed by:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Zenia Bobadilla

Zenia Bobadilla
Interim City Manager

ATTACHMENT:

A. Professional Services Agreement

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
INVESTMENT MANAGEMENT AND ADVISORY SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 14th day of June, 2022, 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 **Chandler Asset Management, Inc.**, a corporation, with its principal place of business at 6225 Lusk Boulevard, San Diego, California 92121 (“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 investment management and advisory consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional investment management and advisory consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

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 investment management and advisory consultant services. The Services are more particularly described in Exhibits “A” and “D” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement as well as the additional terms provided in Exhibit “B”, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from **[June 14, 2022, to June 30, 2024]**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually. 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 within the term of this Agreement. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions.

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 services or a threat to the safety of persons or property, shall be promptly removed by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Genny Lynkiewicz, CFA (Senior Portfolio Manager); Scott Prickett, CTP (Portfolio Manager and Key Investment Contact); Mia Corral Brown (Senior Relationship Manager); and Kara Raynor Sanchez (Client Service Contact).

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

3.2.6 Consultant's Representative. Consultant hereby designates Nicole Dragoo, 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 services, 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 providing services to the City by the Consultant and shall not be re-employed to perform any of the Services for the City.

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 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 against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the Consultant, its agents, representatives, or employees. 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. If the Consultant maintains broader coverage and/or higher limits than the minimums shown below, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- (a) Commercial General Liability (CGL): 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 \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. 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 five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work. A copy

of the claims reporting requirements must be submitted to the City for review.

- (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 of insurance required by Section 3.2.10.2 (a) Commercial General 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 (c) 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 (d) 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 by the Consultant 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 did not contain 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 lifesaving 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 rate schedule set forth in Exhibit "C" attached hereto and incorporated herein by reference. 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 invoice which illustrates how the monthly fee was computed for the Services rendered by Consultant. 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 services, 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.

3.4 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. Notices shall be as provided in in the additional terms as provided in Exhibit "B".

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. 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 services, or any publicity pertaining to the Services 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 or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's 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 these services.

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 workdays. 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 14th day of June, 2022.

CITY OF STANTON

CHANDLER ASSET MANAGEMENT, INC.

By: _____
Zenía Bobadilla
Interim City Manager

By: _____
Nicole Dragoo, JD, IACCP
President

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____
Martin Cassell, CFA
Chief Executive Officer

APPROVED AS TO FORM:

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

EXHIBIT “A”

SCOPE OF SERVICES

Specific services, although not all-inclusive, are to be performed as follows:

- Annually review (and when applicable, provide recommendations for changes) to the City’s Investment Policy by May 1st of each year;
- Assist the City with maturity analysis;
- Provide credit analysis of investment instruments in portfolio;
- Provide monthly reporting on the City’s investment portfolio;
- Attend quarterly meetings with City staff or City Council (subject to the Finance Director’s preference);
- Evaluate market risk and develop strategies that minimize the impact on the portfolio;
- Provide assurance of portfolio compliance with applicable policies and laws and the City’s Investment Policy;
- Establish an appropriate performance benchmark;
- Indicate full understanding of the City’s Investment Policy; and
- Ensure the portfolio structure matches the City’s objectives.

Under this contract the City’s objectives are:

- To adhere to the objectives set forth in the City’s Investment Policy;
- To provide for operational efficiency, including the information flow on the City’s investment portfolio;
- To improve the City’s investment capabilities; and
- To improve the overall yield on the City’s investment portfolio.

EXHIBIT "B"

ADDITIONAL TERMS SPECIFIC TO INVESTMENT MANAGEMENT RELATIONSHIP

1. Client Representative. In its capacity as investment manager, Chandler shall receive all instructions, directions and other communications on Client's behalf respecting Client's account from the City's Finance Director/City Treasurer (Representative). Chandler is hereby authorized to rely and act upon all such instructions, directions and communications from such Representative or any agent of such Representative.
2. Investment Policy. In investing and reinvesting Client's assets, Chandler shall comply with Client's Investment Policy, which is attached hereto as Exhibit A.
3. Authority of Chandler. Chandler is hereby granted full discretion to invest and reinvest all assets under its management in any type of security it deems appropriate, subject to the instructions given or guidelines set by Representative.
4. Notices. All reports and other communications required hereunder to be in writing shall be delivered in person, or sent by first-class mail postage prepaid, by overnight courier, by confirmed facsimile with original to follow or by confirmed electronic mail with proof of receipt to the addresses set forth below. Either party to this Agreement may, by written notice given at any time, designate a different address for the receipt of reports and other communications due hereunder.

Chandler Asset Management

Attn: Nicole Dragoo, President
6225 Lusk Boulevard
San Diego, CA 92121
ndragoo@chandlerasset.com

City of Stanton

Attn: Finance Director/City Treasurer
7800 Katella Ave
Stanton, CA 90680

5. Electronic Delivery. From time to time, Chandler may be required to deliver certain documents to Client such as account information, notices and required disclosures. Client hereby consents to Chandler's use of electronic means, such as email, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and Client agrees that such notification will constitute "delivery". Client further agrees to provide Chandler with Client's email address(s) and to keep this information current at all times by promptly notifying Chandler of any change in email address(s).

Client email address(s):_

Siamlu Cox, Accounting Manager scox@stantonca.gov;

Zenia Bobadilla, Interim City Manager zbobadilla@stantonca.gov

6. Proxy Voting. Chandler will vote proxies on behalf of Client unless otherwise instructed. Chandler has adopted and implemented written policies and procedures and will provide Client with a description of the proxy voting procedures upon request. Chandler will provide information regarding how Clients' proxies were voted upon request. To request proxy policies or other information, please contact us by mail at the address provided, by calling 800-317-4747 or by emailing your request to info@chandlerasset.com.
7. Custody of Securities and Funds. Chandler shall not have custody or possession of the funds or securities that Client has placed under its management. Client shall appoint a custodian to take and have possession of its assets. Client recognizes the importance of comparing statements received from the appointed custodian to statements received from Chandler. Client recognizes that the fees expressed above do not include fees Client will incur for custodial services.
8. Valuation. Chandler will value securities held in portfolios managed by Chandler no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by Chandler to reflect fair market value.
9. Investment Advice. Client recognizes that the opinions, recommendations and actions of Chandler will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that Chandler acts in good faith, Client agrees that Chandler will not in any way be liable for any error in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.
10. Payment of Commissions. Chandler may place buy and sell orders with or through such brokers or dealers as it may select. It is the policy and practice of Chandler to strive for the best price and execution and for commission and discounts which are competitive in relation to the value of the transaction and which comply with Section 28(e) of the Securities and Exchange Act. Nevertheless, it is understood that Chandler may pay a commission on transactions in excess of the amount another broker or dealer may charge, and that Chandler makes no warranty or representation regarding commissions paid on transactions hereunder.
11. Other Clients. It is further understood that Chandler may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for Client's portfolio may differ from those made or recommended with respect to other accounts and clients even though the investment objectives may be the same or similar. Accordingly, it is agreed that Chandler will have no obligation to purchase or sell for Client's account any securities which it may purchase or sell for other clients.
12. Confidential Relationship. The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for

Chandler to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.

13. Receipt of Brochure and Privacy Policy. Client hereby acknowledges receipt of the disclosure statement or "brochure" and "brochure supplement" also known as Part 2A and Part 2B of Form ADV, required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure). Client further acknowledges receipt of Chandler's Privacy Policy, as required by Regulation S-P.

8. FEES

a) Provide the complete fee schedule that would apply to this account. Are fees charged in arrears?

Chandler is pleased to provide comprehensive, full-time discretionary investment advisory services to the City as described herein Chandler’s proposal and in the City’s *Scope of Services* in accordance with the following fee schedule:

Proposed Fee Schedule for the City of Stanton

Assets Under Management	Annual Asset Management Fee
First \$25 million	0.10 of 1% (10 basis points)
Next \$25 million	0.08 of 1% (8 basis points)
Next \$50 million	0.06 of 1% (6 basis points)
Assets over \$100 million	0.04 of 1% (4 basis points)

Our proposed fee schedule is all-inclusive for the services that Chandler provides, including full time investment advisory and portfolio management services, technological resources, onboarding and implementation, online access to the *Chandler Client Portal*, comprehensive reporting, meetings, personal visits, educational offerings for your staff, as well as the additional treasury support services described herein in Chandler’s proposal. Chandler does not charge fees on funds held in Local Government Investment Pools (LGIPs). Fees are firm for the entire initial contract term and the City will not be subject to any increases during this period.

Our fee schedule does not include charges that the City would incur for third party custodial services, which, as an important control in the investment process, is not provided by Chandler.

Examples of the fees assessed to the City at different asset levels according to the above proposed tiered fee schedule are as follows:

Total Assets Under Management	Annual Fee in Basis Points	Annual Fee in \$ dollars
\$30 million	9.67 bps	\$29,000
\$35 million	9.43 bps	\$33,000

Fees are based on the amount of assets under management and are not based on transaction volume. Management fees will accrue as long as there are assets in the portfolio, even if there is no activity during the period. Since the firm calculates fees based on the average balance of assets under our direct management (market value including accrued interest), they will fluctuate based on portfolio value. The examples above are based on sample account sizes and should not be considered a “not to exceed” fee. Fees are charged monthly in arrears and can be debited directly from your third-party custody account.

b) What additional expenses not covered through the fee structure will be expected in order to implement your investment advisory services?

Our proposed fee schedule is all-inclusive for the services that Chandler provides, including meetings, personal visits, and educational offerings for your staff, as well as investment management services described in the City’s *Scope of Services*. Our fee schedule does not include charges that the City would incur for third party custodial services.

Request for Proposals (RFP) for:

Stanton California

**INVESTMENT MANAGEMENT AND
ADVISORY SERVICES**

DUE: APRIL 11, 2022, 5:00PM

CHANDLER ASSET MANAGEMENT, INC.

6225 Lusk Boulevard
San Diego, California 92121
Direct: 858-546-3737, Toll free: 800-317-4747
info@chandlerasset.com | chandlerasset.com





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REQUIRED FORMS

2021 Compliance Annual Review of Chandler Asset Management Memorandum

CHANDLER APPENDICES

<i>Form ADV, Parts 1 and 2</i>	<i>Appendix A</i>
<i>Professional Biographies</i>	<i>Appendix B</i>
<i>ACORD Certificate of Liability Insurance</i>	<i>Appendix C</i>
<i>Global Investment Performance Standards (GIPS®) and Verification Letter</i>	<i>Appendix D</i>
<i>Important Disclosures</i>	<i>Appendix E</i>
<i>Sample Client Monthly Account Statement, Quarterly Investment Report and GASB 40 and 72 Reports</i>	<i>Appendix F</i>
<i>Proposed Additional Terms</i>	<i>Appendix G</i>



April 11, 2022

Ms. Michelle Bannigan, Finance Director
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Sent via: mbannigan@stantonca.gov

RE: Request for Proposal; Investment Management and Advisory Services;
Chandler Asset Management, Inc.

Dear Ms. Bannigan,

On behalf of *Chandler Asset Management, Inc.* ("Chandler"), we are pleased to submit our firm's proposal and present our qualifications to provide investment management and advisory services for the **City of Stanton ("City")**. Chandler is a Southern California headquartered firm that has been providing investment advisory and management services for local governments in our home state of California for over three decades. As a Southern California-based investment adviser with offices in San Diego and Ventura County, Chandler serves one hundred twenty-nine (129) public agencies within the State of California, including over fifty (50) in Southern California and seventeen (17) in Orange County.

Since 1988, Chandler has assisted public agencies in fulfilling their fiduciary duty to their constituents by providing high quality fixed income portfolios in a prudent investment framework. We utilize investment strategies that conform to all applicable federal laws and California Government Codes regarding qualified investments for public entities. The City will benefit from direct access to their assigned team members that are fully committed to not only meeting but exceeding your expectations for investment management of the City's funds as a fiduciary as well as for client service during the engagement. We will be proactive in our communication with you and your staff and look forward to attending frequent, in-person meetings with the City's finance staff, Council, and additional stakeholders.

Our commitment to providing personalized client service is equal to our commitment to meeting investment objectives, and is reflected in the following:

We understand your investment perspective. Since its inception, Chandler's foundations have been rooted in the public sector. The firm's founder and Chief Executive Officer served as investment officers of large California public agencies with the same objectives for their investment programs that guide our firm today. We understand that the investment program must support the City's financial goals while enhancing safety and liquidity within a framework of legal conformity. Chandler's significant expertise in safeguarding our clients' funds while generating compelling risk-adjusted returns over many market cycles highly qualifies us to meet the needs of this engagement.

We are experts in California public agency investing. Chandler's investment professionals are experts in all applicable federal laws and California Government Code as they pertain to the investment of public funds. The City's proposed investment team, **Scott Prickett, CTP**, and **William Dennehy, II, CFA**, have decades of public sector investment experience and are active in organizations relevant to public fund investment best practices, including the Government Finance Officers Association (GFOA), the California Society of Municipal Finance Officers (CSMFO), the California Debt and Investment Advisory Commission (CDIAC), and the California Municipal Treasurers Association (CMTA). Our staff members are highly regarded industry experts and frequent participants, speakers, and sponsors at industry conferences and events across California as well as nationwide.



We are committed to client success. We are dedicated to our duty as fiduciaries to our clients and understand the public role that your investment staff has in the stewardship of taxpayer funds. The firm invests in best-in-class technology and resources that assist our investment professionals to develop both long-term and short-term strategies that are significant to the overall financial program. Our reports provide transparency of the entire investment program, and we commit the full resources of the firm to ensure your success. We are immensely proud of our client retention record, which we attribute to our belief that *“if we do what is right for our clients, our own success will follow.”*

We had the privilege to provide investment management services to the City of Stanton from September 2013 through June 2017 and developed an actively managed investment program for the City during our time of service. Our experience in working with the City provides framework and knowledge to further assist the City in the range of investment services it seeks.

As the firm’s President, I am authorized to bind the firm and to act in this capacity, as well as to confirm our intent to bid on all sections of the City’s *Scope of Work*. I certify that the information provided in our proposal is accurate, firm, and irrevocable, and shall be valid for a period of 90 days from April 11th, 2022. After reviewing the Professional Services Agreement (PSA), I have no exceptions, however, we request that our standard provisions be included. Chandler can comply with the City’s insurance requirements.

We look forward to discussing our qualifications with you in person. If you have any questions during the proposal evaluation period, please do not hesitate to contact **Mia Corral Brown**, *Senior Relationship Manager*, directly at (858) 768-5970, toll free (800) 317-4747, or via email at mcorral@chandlerasset.com.

Sincerely,

CHANDLER ASSET MANAGEMENT, INC.

A handwritten signature in blue ink, appearing to read 'ND', is positioned above the printed name of the signatory.

Nicole Dragoo, JD, IACCP
President



2. FIRM BACKGROUND AND ORGANIZATION

- a) Describe the organization, date founded, and ownership of your Firm. Has your Firm experienced a material change in organizational structure, ownership, or management during the past three years? if so, please describe.

Chandler Asset Management Inc.'s ("Chandler") core expertise is providing fully customized, high quality fixed-income investment solutions for public agency clients. We are experts in managing public funds, providing excellent stewardship over the investment activities entrusted to us, and have, for over three decades, performed our fiduciary duty with discipline and care. Our firm provides comprehensive investment solutions for local governments who are guided by the objectives of preservation of principal, access to liquid funds, and maximization of investment returns within established risk parameters and legal requirements. From our over three decades of experience and client-focused approach, we understand firsthand the challenges of investing public funds in a world with dynamic financial markets and economic conditions.

History

Chandler was founded in 1988 by Kay Chandler as a result of her experience serving as Investment Officer for the County of San Diego for eight years, and for the City of San Diego for another two years. With many responsibilities for treasury management and finance functions within these departments, Ms. Chandler recognized that public entities with limited time and resources could benefit from external professional expertise and technological resources to help manage their investment programs. In 1991, Martin Cassell, Ms. Chandler's successor on the investment staff of the City of San Diego, joined the firm. Mr. Cassell now serves as Chandler's CEO.

Over the years, Ms. Chandler and Mr. Cassell carefully assembled a team of professionals with the specialized professional expertise and technological skills necessary to structure highly effective, fixed income cash and core investment programs for cities, counties, and other local government entities. The firm manages **\$25.8 billion** as of **December 31, 2021**, including \$20 billion in separately managed accounts for 175 public agencies. All of the firm's Portfolio Managers are CFA charter holders and are committed to strengthening and sharing their knowledge of prudent standards of investment management for public funds. The comprehensive services we offer including portfolio management, regulatory guidance and increased transparency through comprehensive reporting are designed to meet the specific needs of public agencies.

Chandler remains committed to our principles of conservative fixed income management as the firm continues to evolve in response to our clients' needs and to the public investment climate. As a result of our significant growth and in support of our objectives, we serve our clients from six other offices besides our San Diego headquarters, located in Denver, Colorado; Orlando, Florida; Ventura, California; Walnut Creek, California; Marin County, California; and Seattle, Washington. The firm's professional staff currently totals thirty-seven (37) individuals and includes twelve (12) investment team members.

Firm Structure and Ownership

Chandler is an independent and 100% employee-owned California corporation. In 2017, Chandler's key shareholders and Executive Management Team introduced an Employee Stock Ownership Plan ("ESOP") that aligns with the firm's values and culture of shared success. Every employee is an owner through the ESOP Trust, which owns 68% of the firm and is the primary shareholder. Key employees from the Executive Management Team remain as individual owners. We believe that this structure contributes to our ability to attract and retain the highest quality investment professionals as well as to sustain growth, promote accountability, and best serve current and prospective clients well into the future.

One of the firm's guiding principles is participation in the development of best practices in the management of public funds. Our investment and client service professionals serve as committee members and are active participants and sponsors of national and regional associations that develop recommended best practices and



training curricula, including the Government Finance Officers Association (**GFOA**), the California Society of Municipal Finance Officers (**CSMFO**), the California Municipal Treasurers Association (**CMTA**), the California Debt and Investment Advisory Commission (**CDIAC**), and the Chartered Financial Analyst (**CFA**) Institute. We are often involved in drafting investment legislation and recommending best practices on a state and national level and providing guidance on safe and effective practices for the management of public funds. In addition, Martin Cassell, CFA, CEO, sat on the GFOA's Committee on Treasury and Investment Management. This committee tracks new developments in cash management and develops best practices for government officials at all levels. Chandler qualifies as a Small Business in California through the Department of General Services, with certification ID 1747894, expiring September 30, 2023.

b) Describe any other business affiliations. Describe your Firm's policy on soft dollars.

As an independent firm, we have no other business affiliations, subsidiaries, or joint ventures, thereby avoiding any related potential conflicts of interest that could interfere with our ability to provide independent and unbiased advice to our clients. We do not have any competing lines of business such as financial advisory, brokerage, or underwriting services. 100% of our resources are committed to management of our clients' portfolios in separately managed accounts, and we do not manage any investment pools which may have embedded fees. As a matter of policy and practice, Chandler does not engage in any soft dollar arrangements with broker-dealers or third parties. We recognize our duty to seek best execution and ensure the quality of our services as a fiduciary.

c) Describe the Firm's sources of revenue, categorized by retail and institutional accounts.

The firm's revenue is derived entirely from fees received from our clients for the investment management and/or advisory services we provide. Chandler does not act as a broker or dealer in securities or receive any other form of additional compensation from third party sales arrangements, investment pool management, research exchanges or transaction fees. As of our most recent fiscal year end, approximately 90% of the firm's revenue is derived from institutional accounts. The remaining revenue is derived from Chandler's strategies that are offered to select Registered Investment Advisers on platforms for sub-advised services.

d) Is your Firm a registered investment advisory under the Investment Advisor's Act of 1940 as amended?

Chandler Asset Management is registered with the U.S. Securities and Exchange Commission under the Investment Adviser's Act of 1940. The firm acknowledges its fiduciary duty to its clients and makes investment recommendations as a "Prudent Expert". We have provided our most recently filed *Form ADV Parts 1 and 2* in the **Appendix** as part of our submission.

CRD Number	SEC Number
107287	801-44378

Chandler is a California corporation in good standing.

e) Describe any SEC, FINRA, or regulatory censure or litigation involving your Firm or its employees within the past three years. The proposal should explicitly affirm whether or not any such situations occurred.

Neither Chandler nor any of its officers or employees has ever been subject to any regulatory censure or litigation by the SEC, NASD, or other regulatory agency in relation to the investment management and advisory services it provides.



f) Did you, or will you, pay a finder's fee to any third party for business related to this account? Specify the recipients of any fee.

No, Chandler will not pay a finder's fee to any third party for business related to this account, or any other client account.

g) Outline the errors and omissions (professional liability) and fidelity bond coverage your Firm carries. Provide a valid, current Certificate of Insurance.

Chandler maintains a comprehensive, full-coverage insurance program with the relevant coverages provided by firms rated "Excellent" or better by AM Best Rating, including the following:

<u>EO/DO (professional liability):</u>	\$30 million (\$200,000 retention)
<u>Fidelity Bond/Employee Dishonesty:</u>	\$10 million/\$100,000 deductible
<u>Commercial General Liability:</u>	\$2,000,000 per occurrence/\$4,000,000 aggregate
<u>Umbrella Liability:</u>	\$10,000,000 per occurrence/\$10,000,000 aggregate
<u>Cybersecurity:</u>	\$4,000,000
<u>Automobile Liability:</u>	\$1,000,000 combined single limit

In addition, each ERISA plan is insured to 10% of the plan's asset values, not to exceed \$500,000 per insured plan. We have included a copy of our *ACORD Certificate of Liability* in the **Appendix**.

h) Identify the types of accounts primarily sought by your Firm.

Chandler's focus is on the management of high-quality fixed income securities in strategies that span the yield curve for public entities and other risk-conscious institutions. Our clients share common objectives for their investment programs that prioritize *safety of principal, appropriate liquidity, and risk-adjusted total return over a market cycle* and comply with federal laws and state legal requirements. All of Chandler's public agency clients' funds are structured as separately managed accounts. We customize portfolios to comply with individual clients' investment directives for operating funds, debt service, capital improvement, and any other funds that may have specific constraints. Our clients include cities, counties, water and wastewater districts, transportation authorities, school districts, higher education, healthcare districts, insurance funds, foundations/endowments, not-for-profit organizations, and corporations. We provide complete investment services and treasury management support for a public entity investment program, including:

- *Investment Management*
- *General Revenue Funds*
- *Bond Proceeds*
- *Capital Project Funds*
- *Debt Service Funds*
- *Reserve Funds*
- *Post-Employment Benefit Trusts/OPEB*
- *Portfolio Review*
- *Investment Policy Development and Review*
- *Portfolio Accounting*
- *Compliance Monitoring and Reporting*
- *Fixed Income Education and Training*

Chandler manages portfolios that are comprised of asset classes in the U.S. fixed income universe that align with our clients' objectives of **safety, liquidity, and return**. In California, these are assets that are permitted by California Government Code 53601 and 53635. The composition of Chandler's portfolios includes high quality, short-term investment-grade, U.S. dollar denominated securities including but not limited to: *U.S. Treasuries, Federal Agencies, municipal bonds, negotiable CDs, Corporate notes, Supranational securities, asset-backed securities, mortgage-backed securities, and commercial paper*.



- i) **If you are hired, will your Firm serve as a fiduciary in your role as an investment advisor to the City while providing the investment management services, we are seeking? If no, describe your objections or limitations.**

Yes. As an SEC registered investment adviser and in accordance with California Government Code 53600.3, Chandler shares your fiduciary duty and holds itself to the highest standards, aiming to safeguard principal and maintain the liquidity needs of the City as primary objectives. Chandler acts in accordance with prudent investor standards, avoiding conflicts of interest and putting clients' needs first in all matters and responsibilities related to the investment management services we provide. Further, we will monitor your portfolio to ensure compliance with your investment policy, state law, and any additional directives. Chandler excels at comprehensive reporting which includes a compliance report, trade tickets, and other statements, providing effective communication and transparency of your portfolio.



3. EXPERIENCE

a) Describe your Firm's experience in managing fixed income portfolios for public funds and governmental entities.

Chandler Asset Management was founded in 1988, by Kay Chandler in response to the pressing need she observed within the public sector, based on her own experiences serving as the Investment Officer for the County of San Diego for eight years, and for the City of San Diego for another two years. Kay recognized that public agencies with limited time and resources could benefit from external professional expertise and technological resources to help manage their investment programs. In 1991, Marty Cassell, Kay's successor on the investment staff of the City of San Diego, joined the firm. Marty now serves as the firm's CEO.

Their experience as investment officers within large public agencies shaped their perspectives in leading a firm whose sole purpose is to manage public funds and assist in fulfilling their fiduciary duty. Kay and Marty have carefully assembled a team of professionals well versed in portfolio management, regulatory guidelines, and reporting requirements to meet the specialized needs of public agencies.

As a co-fiduciary, we work with clients on every aspect of their investment program, including cash flow analysis and forecasting; investment policy development and review; and analysis of risk and return. We recommend market benchmarks for performance analysis that mirror each client's profile, provide regular performance reporting, and offer education and training of each client's staff when requested. Not only investment management, but also investment operations, reporting, client service, and compliance are implemented in a team environment to integrate all aspects of your investment program efficiently and effectively. The result is an investment approach grounded in the management of risk that is customizable for each of our client's specific objectives and constraints and has resulted in successful investment programs for entities similar in size and scope to the City.

One of the firm's guiding principles is participation in the development of best practices in the management of public funds. Chandler participates in programs and seminars provided by the Government Finance Officers Association (GFOA), the California Society of Municipal Finance Officers (CSMFO) and the CFA Institute.

b) What is your Firm's experience in developing policies and portfolio management guidelines for government portfolios?

We understand that an investment policy is crucial to the development and maintenance of a public agency's investment program. We begin each relationship with a thorough review of each client's investment policy, during which we make recommendations and use it to formalize the investment mandate for each client's portfolio(s). Suggestions are meant to provide clarification, increase return potential, and improve risk management. We have written or revised investment policies for almost all of our government clients, and we customize each policy to mirror the client's specific objectives and tolerances.

We will customize your policy to reflect:

- California Government Codes
- The City's Investment Policy
- Specific Client Directives
- Chandler's Best Practices

With over three decades of experience serving California public agencies, we are well-versed in the California Government Code as it applies to public agency investing and are actively involved with associations that develop recommended best investment practices, including the California Society of Municipal Finance Officers (CSMFO), the California Municipal Treasurers Association (CMTA) and the Government Finance



Officers Association (GFOA). In reviewing investment policies, we look for clearly defined portfolio objectives and constraints.

At the start of the engagement, we will consult with you to understand and quantify your investment objectives, risk profile, and expected outcomes. We will then document what we have learned. In that way, our strategy and your policy complement each other. Once the investment policy is approved, it becomes the operating guideline for the portfolio. In addition, we will review your investment policy annually to ensure that your policy is updated as your objectives and cash flow requirements change over time. The policies we draft state in clear, unambiguous language the risks that are acceptable to a client and the investment strategies that we may undertake to achieve the client's goals.

Our policy review includes, at a minimum, the following areas:

- Scope of the policy that defines which funds are covered by the policy
- Investment objectives that clearly define how safety, liquidity, and return will be attained
- Standard of care (Prudent Expert)
- Delegation of authority
- Ethics and conflicts of interest
- Authorized investments
- Management of market and credit risk
- Safekeeping and custody of securities
- Reporting requirements
- Performance standards

c) How is your Firm compensated for the services it provides? Does your Firm act as a broker/dealer, or receive any other form of additional compensation (Including soft dollars) for the client transactions aside from the direct fee paid by clients?

The firm's revenue is derived entirely from fees for investment management and advisory services received from our clients. As of our most recent fiscal year end, approximately 90% of the firm's revenue is from institutional accounts. Chandler does not act as a broker or dealer in securities or receive any other form of additional compensation. As an independent firm, Chandler maintains no other business affiliations, thereby avoiding any potential conflicts of interest that could interfere with our ability to provide independent and unbiased advice to our clients. This structure best serves our clients, as there are no conflicts or competing demands on best execution or upselling of services. As a matter of policy and practice, Chandler does not engage in any soft dollar arrangements with broker-dealers or third parties. We recognize our duty to seek best execution and ensure the quality of our services as a fiduciary.

d) Provide the number and types of accounts, total asset value, and composition of portfolios currently being managed by your Firm.

As of December 31, 2021, Chandler's firm wide assets under management total \$25.8 billion. Public agency funds total almost \$21 billion and comprise 81% of the firm's assets. Our public sector clients include **172 public agencies**, comprised of **cities, counties, special districts, and States**.

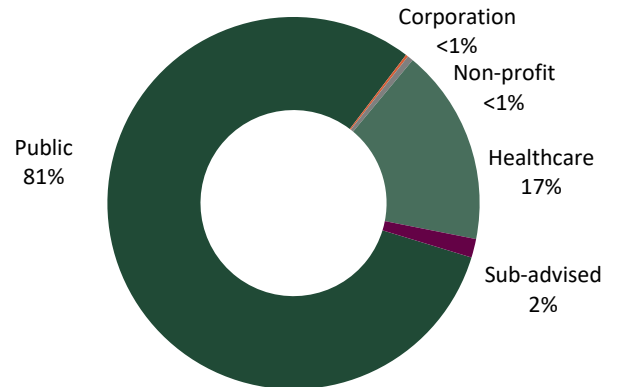


Chandler Client Types and Total Firm Assets Under Management

As of December 31, 2021

Client Type	# of Accounts	AUM (\$MM)*
Public Sector	347	\$20,794
Corporate	13	\$51
Healthcare	34	\$4,350
Non-profit	33	\$127
Sub-advised	697	\$400
Other	6	\$35
Total	1,108	\$25,776

*Other includes DC Plan, Church, and Higher Education assets. Chandler assets under management as of 12/31/2021.



A representative list of the public agency clients we serve includes:

Cities		
Agoura Hills, CA	Indio, CA	Riverside, CA
Alameda, CA	La Habra, CA	San Jacinto, CA
American Canyon, CA	La Mirada, CA	Salinas, CA
Arcata, CA	Long Beach, CA	San Clemente, CA
Atwater, CA	Menifee, CA	San Juan Capistrano, CA
Brea, CA	Merced, CA	San Leandro, CA
Buena Park, CA	Milpitas, CA	San Marcos, CA
Camarillo, CA	Monterey, CA	San Mateo, CA
Corona, CA	Moreno Valley, CA	So. San Francisco, CA
Costa Mesa, CA	Mountain View, CA	Sunnyvale, CA
Cupertino, CA	Murrieta, CA	Tacoma, WA
Danville, CA	National City, CA	Tracy, CA
Dublin, CA	Newport Beach, CA	Truckee, CA
Elk Grove, CA	Palm Springs, CA	Tustin, CA
Fairfield, CA	Pittsburg, CA	Vallejo, CA
Fountain Valley, CA	Perris, CA	Westminster, CA
Imperial Beach, CA	Pomona, CA	W. Sacramento, CA
Counties		
Alpine, CA	Lake County, CA	San Diego County, CA*
Calaveras County, CA	Mendocino, CA	Santa Clara, CA
First 5 Alameda, CA	Modoc, CA	Sierra, CA
First 5 Santa Clara, CA	San Benito County, CA	Ventura County, CA*
Special Districts and Other Government Entities		
Alameda Corridor Trans. Authority, CA	Palomar Health, CA	



Alameda County Water District, CA	PRISM, CA
Authority for CA Cities Excess Liability, CA	Petaluma Healthcare District, CA
Big Independent Cities Excess Pool, CA	Rancho California Water District, CA
California Earthquake Authority, CA	Redwood Empire Muni. Insurance Fund, CA
California Insurance Pool Authority, CA	San Bernardino Municipal Water District, CA
California Joint Powers RMA, CA	San Diego County Water Authority, CA
California Western School of Law, CA	San Diego County Regional Airport, CA
Coachella Valley Water District, CA	South Coast Water District, CA
CSAC EIA, CA	Transportation Corridor Agencies, CA
Elsinore Valley Municipal Water District, CA	Three Valleys Municipal Water District, CA
Fontana POA Retiree Benefit Trust, CA	Vallecitos Water District, CA
LA County Metro. Transportation Authority, CA	Walnut Valley Water District, CA
Moulton Niguel Water District, CA	WestEd, CA
Orange County Sanitation District, CA	Western Municipal Water District, CA
Orange County Transportation Authority, CA	Whittier Area Schools Ins. Authority, CA
Palomar Health, CA	Yolo County Public Agency RMIA, CA

Sample listing of the firm's public agency clients as of 12/31/2021, shown in alphabetical order. This list includes discretionary and non-discretionary clients that have given permission to be listed. It is not known whether the listed clients approve or disapprove of Chandler Asset Management, or the services provided.

The above accounts include operating cash and reserves, risk pool reserves, bond funds, and capital improvement funds, each separately managed to fulfill the specific objectives within their own risk profile. We propose to manage the City of Stanton's investment program in a manner that is customized to meet your specific financial and investment goals and would provide your staff with the same level of diligence, client service and investment expertise that we provide to all our clients.



4. PERSONNEL

- a) Identify and provide resumes for the team that will be assigned to work on the City of Stanton's investment portfolio. Describe each person's role on the team.

Chandler believes in a customized approach with direct, in person, access to the professionals responsible for the investment program. The City will have direct face-to-face, phone and email interactions with the portfolio managers in addition to the rest of the Investment Management team. Our investment professionals work closely with our client service, operations, and compliance professionals to ensure you receive world-class service in all aspects of the relationship, not limited to investment management.

Chandler Asset Management Professionals for City of Stanton

Contact Name and Title	Role in Engagement	Industry Tenure	Firm Tenure	Education
Investment Management				
Genny Lynkiewicz, CFA <i>Senior Portfolio Manager</i>	<ul style="list-style-type: none"> Senior Portfolio Manager Implements portfolio strategies Research and analysis Co-Chair of <i>Sector Committee</i> 	23 years	8 years	B.B.A., Finance, Investment & Banking and Certificate in International Business, University of Wisconsin, Chartered Financial Analyst (CFA®)
Scott Prickett, CTP <i>Co-Chief Investment Officer</i>	<ul style="list-style-type: none"> Portfolio Manager & Key Investment Contact Implements portfolio strategies Research and Analysis 	36 years	9 years	B.A. Business Administration, University of Northern Colorado, Certified Treasury Professional (CTP®)
Engagement Management & Client Service				
Mia Corral Brown <i>Senior Relationship Manager</i>	<ul style="list-style-type: none"> Senior Relationship Manager Primary client contact Conducts onboarding process Oversees client communication Ensures and coordinates project deliverables 	25 years	18 years	B.A Speech Communications, San Diego State University
Kara Raynor Sanchez <i>Client Service Director</i>	<ul style="list-style-type: none"> Client Service Contact Reporting requirements and Client Portal Schedules training and educational presentations 	10 years	10 years	B.A. Communication, University of the Pacific; M.A. Communication, San Diego State University
Compliance & Oversight				
Nicole Dragoo, JD, IACCP <i>President</i>	<ul style="list-style-type: none"> Head of Firm Compliance, Operations, Administration Responsible for regulatory compliance Oversees firm's operations and administrative functions 	22 years	21 years	B.A. Business Economics & Juris Doctorate (J.D.), University of San Diego; Investment Adviser Certified Compliance Professional (IACCP) designation



Joseph Kolinsky
Chief Compliance Officer

- **Leads Firm Compliance**
- Oversees firm's compliance program

30 years

2 years

B.A. Economics, Iona
College

Genny Lynkiewicz, *Senior Portfolio Manager*, at Chandler Asset Management. She is responsible for implementing portfolio strategy and securities trading in client accounts, and currently serves as Co-Chair of the firm's Sector Committee. Prior to joining Chandler in 2015, Genny worked at BMO Asset Management in Chicago where she managed over \$8 billion in taxable money market funds, securities lending portfolios and separately managed accounts.

Genny earned a B.B.A. in Finance, Investment & Banking and a Certificate in International Business from the University of Wisconsin, Madison. She holds the designation of Chartered Financial Analyst.

Scott Prickett (CTP), *Co-Chief Investment Officer*, is responsible for building and maintaining client relationships with a focus upon developing and enhancing client investment programs. Scott actively participates in the portfolio management process and meets with clients on a regular basis to review their accounts, portfolio activity, portfolio strategy and financial markets. Scott has over 30 years of investment industry experience focused largely on managing short-term fixed income strategies for governmental and institutional non-profit clients. Scott serves as Co-Chair of the firm's Economic and Market Analysis Committee.

Mia Corral Brown, *Senior Relationship Manager*, will be the engagement manager and day-to-day contact for the County. Mia joined the firm in 2004 and has eighteen years of experience providing client service to public sector clients in Southern California. Mia has significant experience working with local neighboring agencies in Orange County and understands the local climate and constituency that you serve. She is a regular participant at California public agency conferences and has served on several associations' committees that determine the curriculum for these events each year. She is also a founding Board Member and Advisor for Women in Public Finance's San Diego chapter. Mia will coordinate the firm's resources from all departments throughout the engagement to ensure all needs are met, and will meet with your staff in person, along with your investment team contacts.

Chandler's Client Service Team is led by **Kara Raynor-Sanchez (MA)**, *Client Service Director*. She provides responsive service for any pressing or immediate needs of the City or its staff. Client service professionals are adept at handling the non-investment needs of the engagement (e.g., client portal access and training, statement requests, and meetings), and will escalate any issues and route them through the correct channels, if necessary.

The firm's *President*, **Nicole Dragoo, JD (IACCP)**, is responsible for the firm's strategy and administration and oversees the compliance and operations departments. She also leads the onboarding process of new client accounts and heads a team that communicates effectively with accountants, custodians, and administrators during the transition period and for the duration of the relationship. **Joseph Kolinsky**, *Chief Compliance Officer*, leads the day-to-day compliance requirements, regulatory filings for the firm, and Code of Ethics implementation and training.

In addition to the firm's SEC registration, the below members of Chandler's Investment Management Team are registered representatives:

Chandler Registered Representatives

Investment Adviser Representative	CRD Number
Martin D. Cassell, CFA	4330905
Kay Chandler, CFA	2276868
Daniel Delaney, CFA	7378402
William Dennehy II, CFA	2397527
Julie K. Hughes	5397196
Genevieve C. Lynkiewicz, CFA	4462193
Christopher McCarry, AIF	4472441
Carlos Oblites	5350645
Ted J. Piorkowski, CFA	1857510
Scott D. Prickett, CTP	1901448
Jayson Schmitt, CFA	4892847
Stephen Church	6878939

For detailed résumés of all team members, please see the *Professional Biographies* in the **Appendix**.

- b) Identify the investment professionals (portfolio managers, analysts, and researchers) employed by your Firm, by classification, and specify the average number of accounts handled by portfolio managers. Are there any established limits on accounts or assets under management?**

As of December 31, 2021, the firm's six CFA-level investment team members and three portfolio strategists managed 196 institutional client relationships totaling \$25.3 billion, for an average under 30 relationships per investment professional.

While there are no established limits on accounts or assets under management, we have a comprehensive plan in place to maintain our bandwidth around servicing our clients to our desired level of excellence, as well as to maintain the high level of performance and service that is one of the hallmarks of our firm. We believe our level of communication with our clients is unmatched by our larger peers who service much larger client bases with comparable size investment teams.

Chandler Investment Professionals by Classification

Classification	Number of Professionals
CEO	1
Portfolio Managers/Analysts	6
Portfolio Strategists	3
Assistant Portfolio Manager	1
Associate Portfolio Manager	1
Total:	12



c) Describe your Firm's training and education efforts to keep portfolio managers informed of developments relevant to government investment managers.

We ensure portfolio managers are trained and up to date on changes to the financial markets as well as evolving practices that impact our local government clients. Many of our investment professionals have demonstrated their understanding of and commitment to portfolio management by earning industry credentials, such as the Chartered Financial Analyst (CFA) the Certified Treasury Professionals (CTP), and a number of FINRA licenses which require continuing education. Other team members are working to achieve these designations, and all employees are encouraged and supported to achieve these and other industry certifications or training that will assist them in their careers and ensure our clients have access to best-in-class professionals.

Chandler is deeply involved with the GFOA. Our investment professionals as well as members of our compliance and operations teams are guided by the GFOA's publications and best practices regarding investment management, compliance, and GASB reporting for public agencies. Our investment and client service professionals serve as committee members and are active participants, sponsors, and speakers at national and regional associations that develop recommended best practices and training curricula. Through our involvement and participation with these organizations, Chandler's professionals stay informed about current themes and relevant topics affecting the constituents of the member entities. Martin Cassell, CFA, CEO, previously sat on the GFOA's Committee on Treasury and Investment Management. This committee tracks new developments in cash management and develops best practices for government officials at all levels. Other senior investment team members participate on the Committee on Retirement and Benefits Administration (CORBA), which tracks new industry practices, regulatory and legislative developments, and issues best practices to assist public pension and personnel officers effectively manage state and local retirement funds and employee benefits.

On a local level, individuals from Chandler's investment management team support the San Diego CFA Society's Board of Directors in serving its over 500 members. Chandler's professionals assist the program's Chair by planning the calendar of industry-focused events and sourcing speakers from academia, government, and consultants to present at events during the year. Additionally, members of our team serve on the Advocacy Committee which has initiatives and events such as *"Putting Investors First"*, *"Diversity and Inclusion"*, and *"Women in Investment Management"*.

As a firm comprised of nearly fifty percent women, a significant portion of Chandler's staff is involved with Women in Public Finance, a non-profit, educational, and professional networking organization. Chandler's client service and investment professionals participate in educational activities and forums and foster WPF's mission to advance women's leadership opportunities in the public finance industry.



- d) Has there been any turnover of professional staff in the Firm in the last three years who were assigned to public sector clients?

Chandler's professional turnover for the last three years is documented in the table below.

Chandler Staff Turnover from 2019-2022 Year to Date

	2019	2020	2021	2022 YTD
Total Staff	29	31	32	37
Staff Added	2	3	7	5
Staff Lost	3*	1	6	1
% Change	-3 %	+7 %	+10%	+14%

**Staff lost in 2019 includes two retirements (Kay Chandler, who remains as Chair of the Board and a Relationship Manager).*

Throughout the firm's history, the turnover of professional staff has been significantly low. In addition, our Employee Stock Ownership Plan ("ESOP") structure ensures the firm remains independent and employee owned as well as controlled by the Executive Management Committee.

In 2022, **William Dennehy II, CFA**, **Scott Prickett, CTP**, and **Jayson Schmitt, CFA** were promoted to *Co-Chief Investment Officers*. **Martin Cassell, CFA**, CEO transitioned all CIO responsibilities to the three new CO-CIOs as of January 1, 2022. **Nicole Dragoo**, Chandler's COO and Chief Compliance Officer was promoted to *President* in April 2021. **Joseph Kolinsky**, hired as Compliance Manager in January 2020 now serves as *Chief Compliance Officer*. Other additions to staff include **Ryan Tauber, MBA**, *Managing Director of Business Development*, who oversees the firm's sales, marketing, and client service efforts. Chandler continues to create new positions to accommodate growing business demands.



5. ASSETS UNDER MANAGEMENT

- a) Summarize your institutional investment assets under management by category as shown below for your latest reporting period:

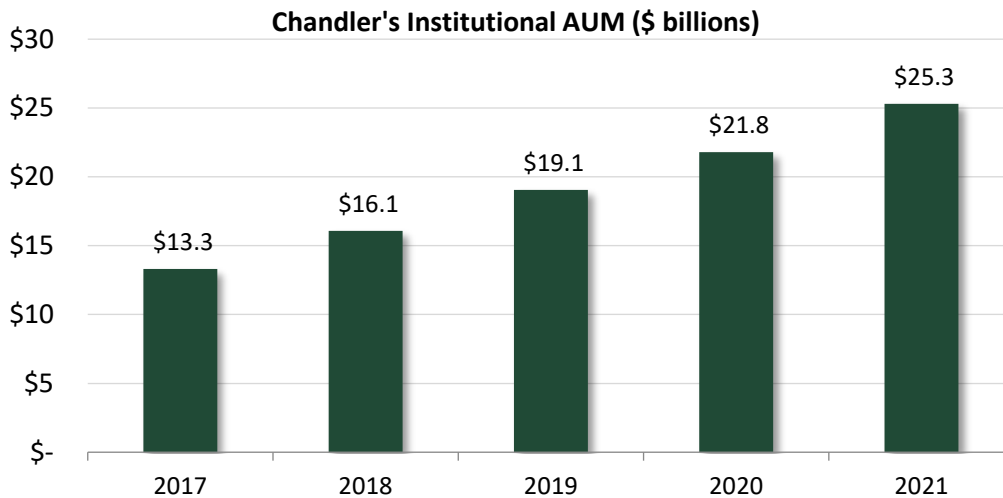
The table below summarizes our institutional assets under management by category as of December 31, 2021.

**Chandler's Institutional AUM
December 31, 2021**

	Governmental	Non-Governmental
Operating/Bond Funds	\$ 20,597,421,147	\$ 2,116,111,368
Pension Funds	\$ -	\$ -
Foundations/Endowments	\$ -	\$ 143,363,362
Equity Funds	\$ 80,135,341	\$ 2,296,405,515
Other (specify)	\$ 143,595,169	\$ -
Total	\$ 20,821,151,657	\$ 4,555,880,244

- b) Summarize your assets under management (institutional only) over the past five years and average assets per client.

The tables below summarize our institutional assets under management over the past five years and average assets per client.



Chandler's assets under management for the past five years and the current year (1/01/2016-12/31/2021). Includes both discretionary and non-discretionary assets. Advised assets are excluded.



Average Assets Under Management Per Client

Year	Assets Under Management	Average Assets Per Client
2021	\$25,281 M	\$120 M (211)
2020	\$21,765 M	\$123 M (177)
2019	\$19,057 M	\$114 M (167)
2018	\$16,080 M	\$101 M (159)
2017	\$13,291 M	\$92 M (144)

- c) Provide relevant performance statistics on a comparable portfolio and compare with industry averages or benchmarks for the last one, three, five, ten-year periods and/or since inception. Note whether these performance statistics are reported based on GIPS (Global Investment Performance Standards) formerly known as AIMR (Association for Investment Management and Research).

Chandler manages portfolios that are comprised of asset classes in the U.S. fixed income universe that align with our clients' objectives of safety, liquidity, and return. In California, these are assets that are permitted by California Government Code 53601 and 53635. The composition of Chandler's portfolios includes high quality, short-term investment-grade, U.S. dollar denominated securities including but not limited to *U.S. Treasuries, Federal Agencies, municipal bonds, negotiable CDs, Corporate notes, Supranational securities, asset-backed securities, mortgage-backed securities, and commercial paper.*

We have included performance and characteristics below through December 31, 2021, for Chandler's **Limited Maturity Strategy**, a 1–3-year strategy and for the **Short-Term Bond Strategy**, a 1–5-year strategy. Chandler's Limited Maturity and Short-Term Bond strategy composites are comprised of individually managed accounts with an average modified duration approximately equal to the modified duration of the *ICE B of A 1-3 Year US Treasury Index* and the *ICE B of A 1-5 Year US Treasury & Agency Index*¹, respectively, and a final stated maturity of individual securities of five years.

Chandler Composite Performance – Gross and Net of Fees

As of December 31, 2021	One Year	Three Years	Five Years	Ten Years	Since Inception
Chandler Limited Maturity (gross) (inception: 9/30/88)	-0.48%	2.20%	1.83%	1.33%	4.39%
Chandler Limited Maturity (net)	-0.58%	2.10%	1.73%	1.23%	4.29%
<i>ICE BofA 1-3 Year US Treasury Index</i>	-0.55%	2.02%	1.61%	1.09%	4.10%
Chandler Short Term Bond (gross) (inception: 9/30/95)	-0.93%	2.65%	2.11%	1.62%	3.89%
Chandler Short Term Bond (net)	-1.03%	2.55%	2.01%	1.52%	3.70%
<i>ICE BofA 1-5 Year US Treasury & Agency Index</i>	-1.09%	2.41%	1.89%	1.35%	3.62%

Based on Chandler's Limited Maturity, and Short-Term Bond composites as of 12/31/2021. Performance results are presented gross and net of fees. Net returns are for a sample 8 basis points (0.10 of 1%) proposed for a \$30 million account and are hypothetical and not based on an actual client's account. The performance has been calculated using historical composite performance. Gross performance does not reflect payment of advisory fees and other expenses which will reduce performance. Past performance is not a guarantee of future results. All investment strategies have the potential for profit or loss. Market conditions or economic factors may alter the performance and results of a portfolio. Investment advisory

¹Please see important disclosures in the Appendix



fees are disclosed in the firm's form ADV Part 2A. Performance for periods greater than one year is annualized. Please see GIPS Composite Reports and important disclosures in the Appendix. For one-on-one presentation only.

Chandler develops and implements portfolio strategies that we tailor to meet the exact needs of each client. We group portfolios with similar characteristics into composites for the purpose of computing and reporting GIPS®-compliant performance results. GIPS® represent an industry wide standard for performance calculation and reporting which facilitates comparison among investment firms. Chandler Asset Management claims compliance with the Global Investment Performance Standards (GIPS®) and prepares and presents its performance in compliance with these standards. Chandler is independently verified by ACA Performance Services for firm-wide GIPS® compliance. A copy of the firm's most recent GIPS® Verification Letter is included in the **Appendix**.

d) How many accounts have you gained in the last 12 months? How many accounts have been lost in the last 12 months and why?

For the most recent 12-month period ending June 30, 2018, Chandler gained fourteen (14) institutional clients totaling approximately \$1.9 billion. During the same period, Chandler lost six (6) institutional clients. Clients have discontinued services provided by Chandler for various reasons, including budgetary constraints, spending down investable assets, or internal changes in finance administration/staff. Notably, Chandler has never had a client discontinue service for convenience or for cause.



6. INVESTMENT MANAGEMENT APPROACH AND DISCIPLINE

- a) Briefly describe your Firm's investment management philosophy, including your approach to managing governmental portfolios.

Investment Process

For each strategy, we will execute the investment program through our rigorous, quantitatively based investment process, comprised of three stages: portfolio construction, security selection and periodic rebalancing. Our process is custom-tailored for each client portfolio. For the City, as for all our clients, we believe the development and maintenance of a strong investment program should focus on the following elements:

Investment Approach

Our process for establishing the investment objectives and constraints for the City is customized after an extensive review and thorough understanding of both the investment policy, as well as the current and expected needs of the City and its financial staff. We believe that a successful investment program focuses on the following elements:

- **Maturity** — We believe the average maturity of each separate portfolio, as well as the longest permitted maturity, should reflect the client's goals, return objectives, and risk tolerances. That is why we see our first task with a client as understanding that client's specific objectives regarding current yield, book yield and total return. When that understanding is achieved, we establish a target maturity and duration for each account under our management.
- **Duration** — We strive to maintain duration (the portfolio's price sensitivity to changes in interest rates) within a defined range that reflects the City's return requirements and acceptable volatility. We will work with City staff to identify an optimal target duration range in order to limit relative market risk.
- **Investment Type** — Chandler will develop a well-diversified portfolio based on the City's Investment Policy. Our sector allocation strategy provides broad diversification by sector and by issuer and works to minimize exposure to credit risk. We are able to add considerable value through rotating sectors, thus identifying best relative value at time of purchase. Additionally, if the City were to take advantage of all sectors allowed by California Government Code, we would be able bring our extensive credit and investment analytic capabilities to further diversify the portfolio and increase potential return.
- **Credit Quality** — We are proud of our record in keeping our clients' assets safe. We employ a robust credit analysis process that helps us identify investment opportunities in securities that are appropriate for the prudent investment of public funds. Moreover, we believe that each client should establish credit quality constraints that reflect the community's risk preference, and these constraints may be more conservative than Code. Within that framework, we will purchase securities that our credit and value analyses have identified as being appropriate for the City's portfolio and having relative value. We will limit our investment in corporate securities to highly rated companies, subject to the City's restrictions.
- **Yield/Return** — We search diligently to add value at every stage in our process. We manage the portfolio to enhance return and long-term growth within the constraints of the City's risk profile and return objectives. Finally, we strive to find the best execution for each transaction, seeking multiple price quotations on all purchases and sales.



Security Selection

Chandler employs a proprietary credit analysis process designed for identification of stable and improving credits, as well as early detection of weak and deteriorating credits. It includes both qualitative and quantitative aspects. The decision to purchase a specific security on our Approved List is based on Chandler's analysis of its relative value.

Periodic Rebalancing

With the passage of time, portfolio characteristics may tend to drift away from the desired structure. For that reason, the team reruns the Horizon Analysis Model monthly, and rebalances as market conditions and portfolio characteristics change.

b) How frequently do you formulate and review fixed income strategy? How is that carried out and who is involved?

The firm employs a sub-committee system for effective analysis, decision-making, and communication. Individuals may generate and develop investment themes through their independent research to bring to the entire Investment Management Team or their committee meetings, or one of the committees may collectively source an idea or theme through discussion. Additionally, the entire Investment Committee participates in regular off-site meetings for short, intermediate, and long-range planning. These meetings provide a forum in which every member of the team has input on the formulation and implementation of our strategies.

Chandler's Investment Management Committee

Investment Management Committee				
William Dennehy II, CFA Co-Chief Investment Officer		Scott Prickett, CTP Co-Chief Investment Officer		Jayson Schmitt, CFA Co-Chief Investment Officer
Martin Cassell, CFA Chief Executive Officer		Dan Delaney, CFA Senior Portfolio Manager		Genny Lynkiewicz, CFA Senior Portfolio Manager
Ted Piorkowski, CFA Senior Portfolio Manager		Julie Hughes Senior Portfolio Strategist		Christopher McCarry, AIF Senior Portfolio Strategist
Carlos Oblites Senior Portfolio Strategist		Charlotte Powell Associate Portfolio Manager		Stephen Church Assistant Portfolio Manager
Economic and Market Analysis Committee	Credit Committee	Quantitative Analysis Committee	Sector Committee	Multi-Asset Class Committee
<ul style="list-style-type: none"> Economic Outlook Market Analysis Develops Interest Rate Scenario Inputs for Horizon Analysis Model (HAM) 	<ul style="list-style-type: none"> Fundamental Credit Analysis Security Relative Value Analysis Maintains Approved List 	<ul style="list-style-type: none"> Reviews Committee Data Produces HAM Analysis Improves Model Methodology 	<ul style="list-style-type: none"> Sector Valuation New Sector Analysis Develop Valuation Inputs 	<ul style="list-style-type: none"> Reviews Global Markets and outlook Sets Capital Market Expectations Reviews and Enhances Investment Vehicles

Members of the **Investment Management Committee** meet weekly to review the findings and recommendations of the committees, market conditions, and client portfolio characteristics to determine short term strategies and any need for portfolio rebalancing. In addition, team members meet off-site on a semi-annual basis and discuss economic, market, and credit conditions using committee research to establish the firm's investment outlook, portfolio target characteristics, and sector strategy for the ensuing six months. These meetings provide a forum in which every member of the team has input on the formulation and implementation of our strategies.



Chandler's sub committees contributing to the investment themes and strategies implemented on behalf of our clients include:

- The **Economic and Market Analysis Committee** focuses on the development of economic inputs and interest rate scenarios for the *Horizon Analysis Model*, the proprietary tool we employ to assist in developing portfolio structure. It also sets the macro-economic tone and investment strategy for our fixed-income investments and structuring of client portfolios given the current market climate.
- The **Sector Committee** is tasked with sector valuation methodology, analysis of option-adjusted spreads and opportunities both among sectors and between issuers, and evaluation of new instruments and sectors for suitability.
- The **Credit Committee** is responsible for evaluating issuers for inclusion, monitoring and possible removal from the firm's *Approved Issuer List*. The entire Portfolio Management Team and *Chief Investment Officer* Martin Cassell will review the committee's recommendations, including additions to and deletions from the firm's *Approved List*. Ultimate approval of credits is the responsibility of Martin Cassell. The committee's output ensures that the securities purchased for client portfolios are consistent with their risk profile.
- The **Quantitative Analysis Committee** develops and sets the structure for the *Horizon Analysis Model (HAM)* and evaluates the model's process for improved technology and methods. The results of the *HAM* output are used to develop general characteristics of the strategies.
- The **Multi-Asset Class Committee** prepares the firm's Capital Market Assumptions, basing them on the firm's analysis of the global markets and our forward-looking outlook of the market environment. The Committee then develops the Efficient Frontier, and reviews and recommends initial and ongoing portfolio asset allocations and fund vehicles for our clients.

c) **What are the primary strategies for adding value to portfolios (e.g., market timing, credit research, trading)?**

Chandler's pro-active portfolio management, diligent security analysis, and prudent attention to cash flow needs add value to client portfolios and enhance the consistent returns generated over time. Our approach to structuring the portfolios is designed to fulfill the City's requirements in a way that addresses specific investment needs, and focuses on the following key elements:

- **Duration Management** — We strive to maintain duration (the portfolio's price sensitivity to changes in interest rates) within a defined range that reflects the City's return requirements and acceptable volatility as indicated by a benchmark that reflects the risk parameters and expected return. Duration is the largest determinant of risk and return. We attempt to minimize the impact of the duration decision on return volatility by limiting duration to within a +/- 20% duration band around the target (benchmark) duration. We have observed that longer-duration portfolios have historically outperformed shorter duration portfolios over long-term investment horizons. We will work with the City to identify an appropriate duration target that takes advantage of longer maturity investments with higher yields, while limiting volatility, and providing for needed liquidity.

Chandler's investment management team does not try to time interest rates and keeps the overall interest rate risk sensitivity of our clients' portfolios close to that of the benchmark. An optimal term structure is based on our proprietary analysis and a probability-weighted forward-looking forecast of various interest rate scenarios that may occur at the six- to twelve-month horizon date.

- **Sector Allocation**— Our sector allocation process is based on the belief that portfolios are more robust and prepared for unforeseen events if they have a well-diversified exposure to high quality fixed income securities. Using the output of the Sector Committee, we will determine the allocation to asset classes



that we believe will provide the best economic opportunities and protection for the portfolio. We are able to add considerable value through rotating sectors as market conditions evolve and our outlook changes, thus identifying best relative value at time of purchase in order to capitalize on current market opportunities.

- **Term Structure**— Utilizing the output from the Economic and Market Analysis Committee in conjunction with the *Horizon Analysis Model*, the term structure for the portfolio is determined with the objective of finding a structure that prioritizes the protection of the portfolio and performs well under both anticipated and unanticipated yield curve shifts over a six-month horizon. Given the constantly evolving market dynamics and changing interest rates, the portfolio may have a "laddered" structure, with equal allocations across permitted maturities; a "barbell" structure, with maturities concentrated in short and long maturities; a "bullet" structure, with maturities concentrated around the target duration; or some combination of all three. As interest rates evolve, the Chandler team alters the maturity distribution of the portfolio based on the prevailing market conditions.
- **Security Selection**— Once the team has determined the percentage of the portfolio in any duration range or security type, individual securities are purchased to complete the portfolio structure. Chandler's investment team closely follows trends in the new issue market to take advantage of the cyclical swings in issuance in order to obtain attractive spreads over the risk-free Treasury rate. The seasoned professionals at Chandler are also well versed in the technical differences between various names in the investment universe, and frequently adjust the underlying name and sector exposure to take advantage of market anomalies only a skilled investor can consistently identify. Securities are subjected to a rigorous review process, including fundamental credit analysis, as well as quantitative analysis using proprietary tools. Our investment professionals recommend securities from an *Approved Issuer List* based on relative value considerations. In addition, our *Credit Committee* seeks to identify both improving and deteriorating credits so we can work to reposition client portfolios by seeking favorable and avoiding detrimental factors not yet understood by the majority of market participants. Analyzing the credit worthiness of individual issuers to enhance portfolio yields while minimizing exposure to credit and downgrade risk is a key element in mitigating risk and adding value in our clients' portfolios.
- **Active Management of Individual Securities** - To maintain the optimal structure and the objective of safety of principal and risk-adjusted returns over a market cycle, Chandler utilizes active management of the investment portfolio. With this approach, a security may be sold or replaced prior to maturity to take advantage of market conditions, generate liquidity, mitigate risk, or to enhance the return of the portfolio. We are also able to take advantage of the repricing into the current higher interest rate environment. The net economic benefit to the City is the sole consideration for purchasing/swapping/selling securities for the portfolio.
- **Competitive Execution.** We recognize our duty to provide value to our clients and ensure the quality of our services as a fiduciary. The City's staff is assured that through Chandler's best execution practices, it is receiving competitive, institutional pricing on transactions, as the firm seeks a minimum of three quotes per trade. The practice of competitively bidding for transactions results in an incremental net financial advantage for our clients over time and is an additional source of value in retaining Chandler as investment manager. This competitive process can be evidenced on daily trade tickets viewable on the *Chandler Client Portal*.



d) How are portfolios managed (e.g., by team, individual manager)? What is the back-up when the manager is away?

Chandler manages portfolios in a team environment ensuring that all investment team members and client service personnel are familiar with your portfolio. This team approach ensures that there will always be professionals available who are knowledgeable about your portfolio management needs and provide continuity of the investment program. The City will have direct face-to-face, phone and email interactions with the portfolio managers in addition to the rest of the investment management team. Successful implementation of the firm's investment process is not dependent upon any one individual, as all of our portfolio managers have research, trading, and management responsibilities, which benefit all of our client accounts. In addition, our client service personnel are adept at handling the non-investment needs of the engagement and will escalate any issues and route them through the correct channels, if necessary.

e) What oversight is provided to portfolio managers?

Client portfolios are checked for compliance daily and subjected to a multi-level process. Portfolio managers use robust order management ("OMS") and portfolio compliance software from **Bloomberg AIM** for monitoring compliance with client objectives, investment policies, trust indentures, and state legal requirements on a pre-trade, post-trade, and end-of-day basis. At the inception of the relationship, a compliance officer codes each element of the investment policy and guidelines into the Bloomberg system. Since each trade originates in the system, pre-trade compliance testing is generated each time a portfolio manager prepares to execute a transaction. The system prohibits execution of the trade if it does not comply with the imputed guidelines. If an issue of non-compliance is identified through the system, it cannot be overridden by an investment team member and is escalated for review by a member of the Compliance Team. The City's staff may be informed as to the situation and presented with recommendations for returning to full compliance.

Investment Guidelines	Bloomberg AIM	Multi-Level Checks
<input checked="" type="checkbox"/> Define Your Parameters	<input checked="" type="checkbox"/> Code Rules into Bloomberg	<input checked="" type="checkbox"/> Compliance Check
<input type="checkbox"/> State Legal Requirements	<input type="checkbox"/> Concentration Limits	<input checked="" type="checkbox"/> Pre-Trade
<input type="checkbox"/> Your Investment Policy	<input type="checkbox"/> Credit Quality	<input checked="" type="checkbox"/> Post-Trade
<input type="checkbox"/> Management Directives	<input type="checkbox"/> Issuer Exposure	<input checked="" type="checkbox"/> End-of-Day
<input type="checkbox"/> Chandler Guidelines	<input type="checkbox"/> Prohibited Transactions	<div> ⚠ Warnings/Alerts – Various Levels <ul style="list-style-type: none"> • System Warning (needs further review) • Compliance Alerts (compliance clearance required) </div>

1) Actions		Violation Status	
Rule Id	24001495	Name	Max 10% MMKT/Cash (per fund)
Rule Group	+MULTIPLE+	Severity	TRADE-OVERRIDE
Account	GROUP /	Currency	USD
Type of Violation			
Violation Status	09/25/2017 00:04:27	Priority	0
Processed	09/25/2017	As Of	09/25/2017
Status	Pending	Day Count	14
Viol Flag	Passive	Copy Note & Status	
Note		Attachments	0 file(s) attached
Status of Violation			
Status	Note	User	Date
1. Pending	Concentration acknowledged	NDRAGOO	09/08/2017 17:59:41
			Viol Flag
			Passive
			Audit Trail



This sample report is being provided for illustrative purposes to demonstrate Chandler's compliance procedures. References to specific securities and their characteristics are examples of securities held in a portfolio and are not intended to be and should not be interpreted as an offer, solicitation, or recommendation to purchase or sell any financial instrument, an indication that the purchase of such securities was or will be profitable, or representative of the composition or performance of the portfolio.

As a part of our regular process of policy and guideline monitoring, we provide clients with a monthly detailed *Statement of Compliance*, based on our complete review of investments. This report details adherence to requirements such as permitted investments, asset class exposure, minimum credit quality, maximum maturities, issuer size and concentration limits, as well as compliance with the City's investment guidelines and legal requirements. This *Statement* also serves as an effective means of reporting compliance to oversight committees and other stakeholders and demonstrates that the City and its investment adviser take seriously their fiduciary duty to protect taxpayer funds.

Chandler's Compliance Team is responsible for ensuring the firm complies with all regulatory requirements, client guidelines and firm policies and procedures. As part of our multi-level compliance process, further procedures to ensure compliance with state laws, your investment policy, and objectives include:

- A daily reconciliation of transactions and cash balances with custodian information;
- A month-end review of the portfolio to confirm compliance with the Investment Policy;
- A continuous review process by the firm's Credit Committee to ensure credit quality meets policy standards as well as our strict quality requirements;
- A portfolio structure that satisfies liquidity objectives with short-maturity securities and return objectives with higher duration investments;
- Frequent communication between our team and yours to help us stay informed of any new developments that may modify your objectives, and;
- Meetings with your staff as frequently as you choose to provide additional opportunities to review portfolio composition and performance at a high level.

The firm's Chief Compliance Officer provides oversight of portfolio compliance and trade order management as well as implementation and monitoring of the firm's compliance policies and procedures. These duties are conducted separately from the portfolio management team under the appropriate segregation of duties. Chandler's **Risk Committee** is made up of the Chief Compliance Officer as well as seven of the firm's senior executives responsible for the firm's risk management practices and policies. In addition, Chandler maintains a comprehensive *Compliance Manual* that covers all subjects relating to our investment activities and responsibility for client assets and safety of information. The firm's *Compliance Manual* includes policies and procedures for internal controls, code of ethics, privacy and information safeguarding, cybersecurity, e-mail communications and social media, insider trading, and all matters related to our investment processes and record keeping.

All employees are required to provide quarterly disclosures of conflicts of interest/brokerage activities on the Schwab Compliance Technologies platform, in accordance with our *Code of Ethics*. Furthermore, Chandler Asset Management conforms to the *Code of Ethics and Standards of Professional Conduct* as put forth by the CFA Institute. All Chandler employees abide by these standards, placing our clients' interests and the integrity of the investment management profession above our own and pledging to act with integrity, competence and respect in all matters related to our advisory and investment management business. We have a comprehensive compliance program in place that is reviewed and tested annually by our Chief Compliance Officer and overseen by the Risk Committee.



f) Describe how your Firm selects broker/dealers with which to trade and how their performance is evaluated.

The Investment Management Team maintains an active, productive relationship with the broker/dealer community to promote an ongoing flow of market information and to execute trades for our clients at competitive prices. On a given day, various factors may combine to generate the best price for a given transaction, including current dealer inventories, dealer profit/loss positions, and individual dealer sentiments about the market. No one dealer will consistently provide best execution. For that reason, we consistently place several dealers in competition and continuously monitor and compare inventories and prices.

Given that all of our transactions are executed using “delivery-versus-payment” (DVP) procedures, the firm’s broker/dealer selection and retention process centers primarily on transactional risk. Thus, our internal criteria for reviewing and monitoring broker/dealers for approval and retention include:

- Competitive pricing
- Trade execution efficiency
- Consistency of coverage
- Quality and breadth of product inventory
- Willingness to make a two-way market

We monitor financial news for any indication of financial weakness or diminishing participation in our markets. In addition, we are concerned with broker/dealer integrity and capitalization. The Financial Industry Regulatory Authority (FINRA) provides an on-line BrokerCheck System, which we use to review the credentials and regulatory background of each broker/dealer firm and their employees with whom we trade.

g) Describe your Firm’s in-house technical and research capabilities. Are outside sources used by the Firm on a regular basis? Describe your credit review process.

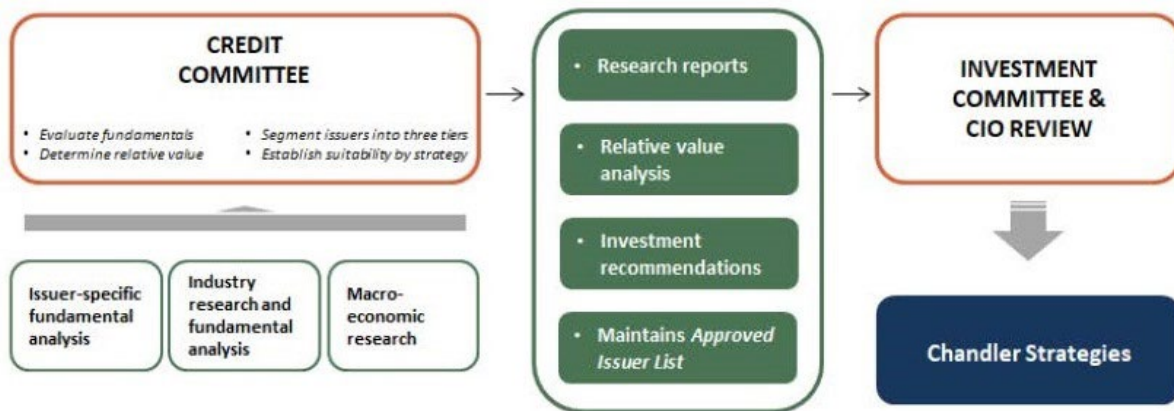
Chandler conducts credit research in a team environment comprised of investment professionals as part of the firm’s *Credit Committee*. **William Dennehy, CFA, Co-CIO** is the chair of the *Credit Committee* which also includes additional members of the investment team. The firm’s proprietary credit research process identifies stable and improving credits to include in client portfolios. Although the Nationally Recognized Statistical Rating Organizations (“NRSROs”) typically determine the initial eligibility of a security, Chandler does not rely on these ratings to determine whether a security is suitable for a Chandler portfolio. Chandler’s *Credit Committee*, with input from the entire investment team further evaluates the suitability of an investment based on our own internal research and a thorough understanding of each client’s investment objectives and risk tolerances. This combination of qualitative and quantitative analysis enables the team to identify and invest in securities consistent with our clients’ objectives of safety, liquidity, and return.

The dynamic nature of the process also provides the team with the ability to detect weak and deteriorating credits, which may be removed from client portfolios and Chandler’s *Approved Issuer List*. In determining the suitability of a security, the *Credit Committee* analyzes company fundamentals with a focus on relative balance sheet strength and the overall earnings outlook of the issuer, paired with Chandler’s view of the forward-looking macro-economic environment. After the fundamental outlook of an issuer has been ascertained, the *Credit Committee* focuses on the relative value of current and historical spreads of both the issuer and its industry sector. Chandler’s internal credit process is designed to identify and evaluate changing fundamentals and the current relative value of issuers versus sector peers.

The *Credit Committee* meets weekly to rank corporate issuers into three tiers based on their characteristics and credit profile – top tier, middle tier, and bottom tier – and categorizes those securities based on individual client risk tolerance and policy guidelines. Each sector and issuer is reviewed at a minimum of once per

quarter, or four times per year. The goal is to be proactive in identifying and investing in stable and improving credits, and in avoiding deteriorating credits.

Chandler's Credit Review Process



In addition to the formal weekly Credit Committee meetings, all credits are monitored on a continuous basis. The Credit Committee monitors the overall news flow on each issuer on our approved list (i.e. earnings, press releases, management presentations or conferences, ratings changes, etc.). The gathered information is distributed to the entire investment management team daily. In the event the fundamentals of the underlying security change, the Credit Committee may act to add or remove the issuer from our approved credit list or move it within the appropriate tier.

h) What percentage of your research is conducted in-house?

Chandler conducts 100% of its research in-house. Our research capabilities include the *Horizon Analysis Model* as the quantitative foundation for the portfolio construction process, and our credit review/security selection process, described in the response below.

i) Describe your research capability.

Chandler devotes considerable resources to enhancing our own in-house capabilities and evaluating research from outside sources, which we incorporate into our own proprietary processes. Aided by inputs from the different investment committees, decisions are made by the investment team regarding duration positioning, sector allocation, term structure, and issue selection within the firm's macro view of the economic environment and broad-based view on interest rates and leading economic indicators. The investment team then incorporates these decisions as they apply to each individual portfolio. As our primary focus is on the management of fixed income securities for public agencies, the firm's analytical rigor is dedicated to the investment types we purchase on behalf of our clients – US Treasuries, Federal Agencies, corporate bonds, commercial paper, negotiable CDs, and asset-backed/mortgage-backed securities, as well as the value identified between sectors and individual issuers.

Chandler conducts 100% of its research in-house. Internally developed, proprietary tools such as our ***Horizon Analysis Model*** and **credit review/security selection** provide a quantitative foundation for Chandler's portfolio construction process. In addition, the investment management team subscribes to a variety of private research providers including BCA Research, Oxford Economics, Egan Jones, and CreditSights to augment the overall research efforts of the firm. The team keeps abreast of sell-side research from a broad group of domestic and international investment banks. These tools not only provide data for our investment processes but ensure that our clients have access to the most current and relevant market information. Chandler's professionals also conduct research projects on an ad hoc basis on issues concerning our industry

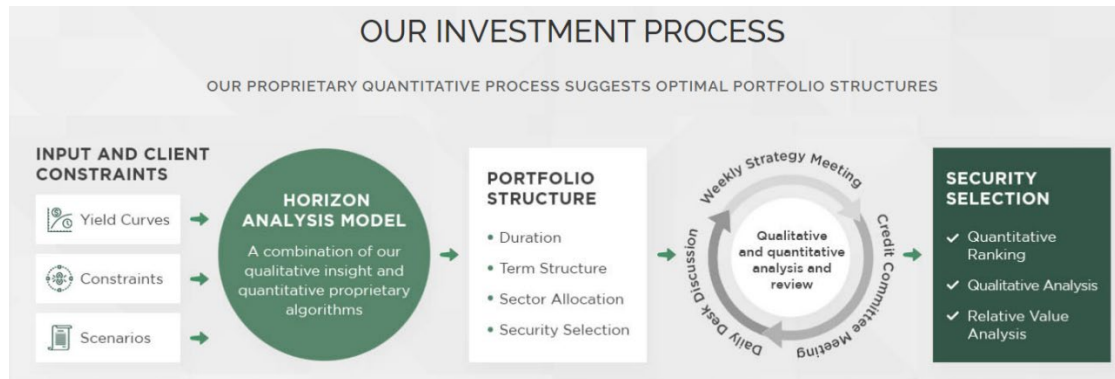
and our clients, such as changes in the brokerage world, studies on how legislative changes impact our clients, and research on new sectors or investment structures as appropriate for our clients' portfolios.

Proprietary Tools and Best-in-Class Resources for Portfolio Constructions

Chandler's proprietary **Horizon Analysis Model** is the quantitative foundation for the portfolio construction process. The model enables our portfolio management team to integrate their research into the portfolio management process in a disciplined and repeatable way. Inputs to the model include:

- current yields on Treasury, agency, and corporate securities;
- specific client constraints, such as maturity restrictions and maximum sector exposure; and
- nine different probability-weighted forecasted interest rate scenarios that may occur at the six-month horizon date. Our analysis of current macroeconomic conditions is one of the factors we consider as we develop the nine scenarios that comprise the third input to the model.

Chandler's Investment Process



Through an iterative process, the model generates the "optimal portfolio structure" (duration, maturity distribution, and sector allocation), which we define as the portfolio that achieves a return greater than the benchmark in each of the nine scenarios. That is, the model generates a portfolio structure that we expect will outperform the portfolio's benchmark over a wide range of possible future interest rate movements. The Investment Team then evaluates the optimal portfolio structure and using their expertise and judgement, may adjust as they begin the construction of the portfolio. This combination of a rigorous quantitative structure and experienced qualitative oversight is a hallmark of all Chandler's portfolio management activities.

Periodic Rebalancing

With the passage of time, portfolio characteristics tend to drift away from the desired structure. For that reason, the team reruns the *Horizon Analysis Model* monthly, reevaluates the optimal portfolio structure and rebalances to obtain the desired sector allocation and duration target as market conditions change. In addition, the benchmarks used by our clients for performance measurement are reconstituted monthly; therefore, we realign our portfolios with these benchmarks. As part of our active management approach, we will also rebalance when we find securities of superior value in terms of expected return or reduced risk or to adjust the credit quality of a holding for the portfolio.

Credit Analysis and Security Selection

Chandler conducts credit research in a team environment comprised of investment professionals as part of the firm's *Credit Committee*. **William Dennehy, CFA, Co-CIO** is the chair of the *Credit Committee* which also includes additional members of the investment team. The firm's proprietary credit research process identifies stable and improving credits to include in client portfolios. Although the Nationally Recognized Statistical



Rating Organizations (“NRSROs”) typically determine the initial eligibility of a security, Chandler does not rely on these ratings to determine whether a security is suitable for a Chandler portfolio. Chandler’s *Credit Committee*, with input from the entire investment team further vets the suitability of an investment based on our own internal research and a thorough understanding of each client’s investment objectives and risk tolerances. This combination of qualitative and quantitative analysis enables the team to identify and invest in securities consistent with our clients’ objectives of safety, liquidity, and return.

The dynamic nature of the process also provides the team with the ability to detect weak and deteriorating credits, which may be removed from client portfolios and Chandler’s *Approved Issuer List*. In determining the suitability of a security, the *Credit Committee* analyzes company fundamentals with a focus on relative balance sheet strength and the overall earnings outlook of the issuer, paired with Chandler’s view of the forward-looking macro-economic environment. After the fundamental outlook of an issuer has been ascertained, the *Credit Committee* focuses on the relative value of current and historical spreads of both the issuer and its industry sector. Chandler’s internal credit process is designed to identify and evaluate changing fundamentals and the current relative value of issuers versus sector peers.

In addition to our internal research tools and capabilities, the following external systems and software support our trading, portfolio accounting and client reporting:

- *PAM for Securities Accounting system (Princeton Financial Systems)*- Main source of record where all portfolio transactions are stored. Holdings information are based on the transactions entered. Also stores SMF records, pricing, ratings, performance calculations, and other supporting data.
- *SQL Database*- Stores enterprise operational data such as account information, reporting/configuration, credit/index information, etc. Also stores copies of PAM data. Main source of information for 95% of our reporting. Remaining information comes from PAM, Access, or Bloomberg AIM reports.
- *SQL Reporting/Report Manager*- Main application that creates, automates reports, and displays reports.
- *Bloomberg AIM - Order Management System*. Imports holdings information from PAM and sends trading transactions to PAM. Also gets trade ticketing information, allocations, OASYS, settlement instructions enrichment. Compliance system used for pre-trade, post-trade, and end-of-day compliance testing and straight-through processing of investment transactions.
- *Bloomberg AIM - Investment Manager*. The Bloomberg AIM system provides seamless data integration that compliance, as well as post-trade automation such as trade and security master file (SMF) data automatically sent to our accounting system. Its compliance monitoring features will calculate and monitor asset class exposure, as well as issuer size and concentration limits, as well as compliance with the City’s investment guidelines and legal requirements.
- *Effects of Security Purchases/Sales*. Bloomberg AIM also allows the portfolio manager to test the effects that new securities will have on an existing portfolio. For example, the team can propose a trade in Bloomberg AIM, and determine what impact the position will have on the portfolio’s overall duration. In addition, we can perform an analysis on how a portfolio will be affected given a specified change in interest rates to ensure the portfolio will continue to meet the objectives of the portfolio. We also can see the impact of security transactions on the portfolio not only from a portfolio management standpoint but also the implications to the accounting such as the gain/loss of a security sale.
- *Electra Reconciliation System and Data Retrieval Services* – Custodian to PAM reconciliation system. Gathers and consolidates bank and manager data each night/morning, as it becomes available.



- *OASYS*- Product by OMGEO that communicates trade allocations to other participating OASYS brokers
- *Confirm/Affirm*- Product by OMGEO where the details of trades are communicated between the broker and Chandler to achieve settlement. This helps streamline settlements and notifies parties when trades details do not match.
- *Salesforce CRM* – Contact management, portfolio settings, report distribution settings.

The City is not required to purchase any additional programs or software that is utilized for services under this engagement, relieving the need for to allocate capital for portfolio optimization, policy compliance, financial reporting, and other crucial aspects of managing your funds.

j) What technical analysis (if any) do you use?

We do not use a pure technical analysis process. We use quantitative measures to support our qualitative beliefs. The Investment Management Team occasionally uses technical methods to determine timing of purchases on an intraday basis, striving to execute transactions at the lower end of the daily trading range.

k) What role does interest-rate forecasting play in your portfolio management strategy?

Interest rate forecasting plays a limited role in our investment process. We believe that it is not possible to add value to a portfolio consistently over time through speculation on future interest rates. In order to do so, a portfolio manager would have to accurately predict three variables—the direction of the interest rate change, the amount of the change, and its timing. For that reason, we limit the impact of changing rates on our portfolios by maintaining portfolio duration within a band around the benchmark duration to avoid speculation on interest rate forecasting.

The Chandler team incorporates forward looking macroeconomic assumptions into our forecasts throughout our committee structure. One example is the probability-weighted interest rate scenarios on a forward-looking six-month horizon embedded within our Horizon Analysis Model. The probabilities are adjusted multiple times a year, while the actual scenarios are also occasionally adjusted to best reflect the range of probable outcomes for interest rates based on the macroeconomic outlook of the Committee. Scenarios typically include parallel up and down yield curve changes, as well as non-parallel shifts, and the “unchanged” case. We then structure portfolios that we expect will outperform the portfolio’s benchmark over a wide range of possible future interest rate movements.

l) How will you handle fluctuating cash?

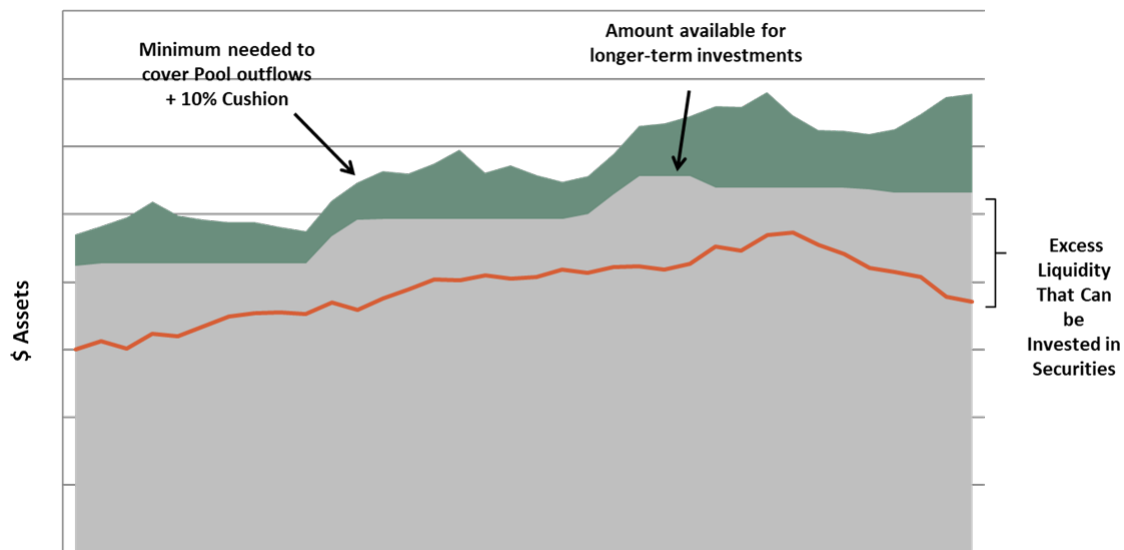
We acknowledge that recent events have impacted the economy and has left local governments with a greater deal of uncertainty than they have experienced in the past. Combined with the prolonged low-yield environment most affecting short-term interest rates, current challenges make a cash flow analysis and tactical investing in the cash markets of paramount importance. We intend to optimally structure the City’s portfolio to put its cash to work, make cash available as needed, and at the same time reduce the costly effect of maintaining too much liquidity in shorter-maturity investments with lower yields and lower return potential.

We utilize proprietary methods to conduct cash flow analysis and forecast of cash expenditures as an initial step and on an ongoing basis to effectively structure a portfolio that ensures liquidity and provides the City with opportunities for enhanced returns. Our process encompasses a statistical balance analysis informed by budgetary events. Our approach models the City’s historical use of cash, which is then fine-tuned with input from staff regarding budget progress, challenges, and expectations. We consider this process key to our approach and an important part of our comprehensive services. We will communicate with you about the City’s changing cash needs in order to update cash flow forecasts, manage liquidity, and structure securities

in the portfolio to mature on known cash flow dates. To ensure liquidity, we will present a structure that may include using LAIF or involve segregating a portfolio of short-duration securities where funds are invested to a short-duration target or to a known cash flow date. Funds not needed for liquidity purposes are identified and can be structured to safely enhance earnings and long-term capital appreciation through investments in high quality longer-maturity investments. Funds not needed for immediate liquidity are then identified as available for investment in the City's longer-duration total-return strategy that is designed to enhance both interest income and fair value appreciation.

We will assist the City with analysis such as the following chart as a starting point to project balances into the future to handle fluctuating cash flows. We will maintain ongoing dialogue with the City to understand all issues that may impact future liquidity needs. This way, securities can be structured in advance by maturing concurrently with cash needs and avoiding the sale of securities to raise cash when needed.

Sample Cash Flow Analysis



This sample illustration is provided to demonstrate the tools in how we analyze cash balances. Please see important disclosures in the Appendix.

We will work closely with staff to review and assess current cashflow models and make revisions where needed. While we have observed the cyclical flow of many cities' cash flows and cash activity, other cash profiles have a more variable nature and may change as often as monthly. Because cash flow projections are estimates and subject to unforeseen circumstances, we recommend a portfolio structure that includes an additional layer of short-term investments such as a portfolio of short-term securities or liquidity vehicles designed to be available for unanticipated cash expenditures.

As the City continues to grow and cycle through its cash needs, we will revisit our cash flow analysis and forecasts frequently to confirm that the portfolio is structured optimally to both provide for cash needs and enhance returns. Communication is essential in the management of cash and optimal structuring of a portfolio designed to meet cash obligations, and the investment team will regularly check in with the City's staff to inquire about both cash needs, as well as advise on funds that are identified for investment in the longer-term strategy.



- m) **Describe the ongoing daily investment procedures proposed for the, including procedures for trades, security choice, controls, etc., and how you will provide liquidity.**

Chandler's Investment Management Team reviews portfolios daily for compliance with investment policies and consistency with the recommended portfolio structure. The firm's investment procedures also incorporate the following:

Trading

Chandler will execute approved securities transactions on a transparent and highly competitive basis, in accordance with our commitment to best execution. The main consideration for broker selection is best execution, including best price and reliability of delivery. As part of this process, we seek a broad range of security trading partners that provide a high level of market liquidity and product inventory. A minimum of three quotations is sought and documented on trade tickets and are reported to clients at the time of execution. The winning seller delivers securities directly to your custodian bank, using standard delivery-versus-payment procedures.

In seeking best execution, we "block" trades for a number of clients, where possible, and then allocate the trades to individual portfolios, using an allocation process designed to treat all clients fairly in the transaction. We execute transactions through online trading platforms, such as TradeWeb and MarketAxess, or directly through individual brokers with the goal of seeking competitive executions.

Security Selection

Once the team has determined the percentage of the portfolio in any duration range or security type, the team seeks individual securities to complete the portfolio structure. Corporate and agency securities are subject to our rigorous credit analysis process, which results in an Approved Issuer List. Our investment professionals recommend securities from the Approved Issuer List based on relative value considerations.

Managing Portfolio Liquidity

The primary control in the portfolio management process is third party bank custody of client cash and securities, with all transactions occurring on a delivery-versus-payment basis.

Chandler has a robust process for ensuring portfolio compliance with client objectives, policies and directives. The firm utilizes the Bloomberg AIM trade order management and portfolio compliance system to monitor compliance with client investment guidelines. Each element of a client's investment policy and guidelines are hard coded into the system by a compliance professional of the firm. Pre-trade compliance testing is activated each time a Portfolio Manager prepares to execute a transaction. The system prohibits execution of the trade if it does not comply with the policy. If an "alert" is triggered for non-compliance, it cannot be lifted by a portfolio manager.

As a part of our regular process of policy and guideline monitoring, we provide clients with a monthly detailed Statement of Compliance, where we detail adherence to requirements such as permitted investments, minimum credit quality, maximum maturities, and concentration limits. This Statement also serves as an effective means of reporting compliance to the governing body.

In addition to providing pre-trade compliance, Bloomberg AIM integrates seamlessly with Chandler's accounting system. Our investment professionals electronically send executed transaction information to Chandler's investment operations professionals for settlement processing and broker/custodian notification. Transactions are then electronically imported into the portfolio accounting/reporting system. We designed these controls to provide appropriate separation of duties and to reduce the possibility of human error in the process.

Ensuring Liquidity



We recognize that liquidity is second only to safety on our clients' list of objectives. We actively assist our clients to develop and maintain cash flow forecasts and to manage liquidity. We will review historical balances and assist your staff in developing and maintaining cash flow forecasts to both manage liquidity, as well as mark the funds available to be invested in longer-term strategies to capture additional yield opportunities. One of the primary tasks at the beginning of the engagement will be to understand the pattern of your cash flows. A straightforward historical analysis of cash balances is a simple but effective method for determining liquidity needs. Future liquidity needs will be accommodated in advance so that cash is available on the date you need it. Generally, all securities in the portfolio are liquid, and available for sale in case of any unforeseen or emergency cash distribution. We encourage our clients to maintain balances in money market funds and other short-term investments.

Chandler's approach to structuring portfolios is designed to be scalable to changes in your investment program or cash flow needs.

n) Describe your Firm's electronic and manual controls surrounding compliance with the City's investment policy.

Chandler uses robust order management ("OMS") and portfolio compliance software from **Bloomberg AIM** for ensuring compliance with client objectives, policies and legal requirements on a pre-trade, post-trade and end-of-day basis. At the inception of an engagement, a compliance officer codes each element of the investment policy and guidelines into the Bloomberg system. Since each trade originates in the system, pre-trade compliance testing is generated each time a portfolio manager prepares to execute a transaction. The system prohibits execution of the trade if it does not comply with your investment policy. If an "alert" is triggered for non-compliance, it cannot be overridden by an investment manager, and is escalated for review by compliance professionals.

Oversight of portfolio compliance and trade order management is conducted by Chandler's dedicated Compliance Department, headed by Chief Compliance Officer Joseph Kolinsky, and which functions separately from the portfolio management team under the appropriate segregation of duties. As a part of our regular process of policy and guideline monitoring, we provide clients with a monthly detailed Statement of Compliance, based on our complete review of our clients' investments. This report details adherence to requirements such as permitted investments, minimum credit quality, maximum maturities, and concentration limits. This Statement also serves as an effective means of reporting compliance to the governing body.

In the event of a compliance violation, the details and actions taken to correct the violation would be detailed in this report. Further procedures to ensure compliance with state laws, your investment policy, objectives, and directives include:

- A daily reconciliation of transactions and cash balances with custodian information.
- A month-end review of the portfolio to confirm compliance with the Investment Policy.
- A comprehensive weekly process to ensure credit quality meets your policy standards as well as our strict quality requirements.
- A portfolio structure that satisfies liquidity objectives with short-maturity securities and return objectives with higher duration investments.
- Frequent communication between our team and yours to help us stay informed of any new developments that may modify your objectives.
- Meetings with your staff as frequently as you choose to provide additional opportunities to review portfolio composition and performance at a high level.

Through Bloomberg AIM's integration, Chandler optimizes its workflow automation and improves synchronicity with our clients' internal accounting and portfolio management systems for more centralized and efficient



operations. The Bloomberg AIM system provides seamless data integration that improves trading and compliance, as well as post-trade automation such as trade and security master file (SMF) data automatically sent to our accounting system. Its compliance monitoring features calculates and monitors asset class exposure, as well as issuer size and concentration limits, as well as compliance with the City's investment guidelines and legal requirements.

- o) Given the City's current investment portfolio inventory, describe your Firm's work plan for the first 60 days of the contract. What changes would you make to the City's investment policy or portfolio holdings and why?**

Chandler will work with the City of Stanton staff to ensure a seamless transition. We will develop an investment plan that considers your specific needs. The following describes the typical tasks necessary for implementation. Our process is flexible and can accommodate your timeline. It is our experience that most investment programs are ready to invest within four to eight weeks from notification of award. Below are a table of implementation tasks that you can expect to start during the first 60 days of the contract. Delays can occur due to a change in existing custody provider, the establishment of a new custody provider, or a client's ability to obtain signatures and return documents in a timely manner.

Implementation Tasks

Investment Program Implementation from Notice of Award
<ul style="list-style-type: none"> • Execute investment management agreement • Complete opening documentation • Establish or review custodial relationship • Determine sources of funding
Strategy Development
<ul style="list-style-type: none"> • Review Investment Policy • Analyze cash needs • Discuss investment objectives • Assess risk parameters • Create customized investment strategy • Draft management directive
Preparing to Invest
<ul style="list-style-type: none"> • Develop funding strategy • Set up read-only access to custodial account • Build assets in Chandler trading and accounting systems • Assign Chandler Client Portal credentials and conduct Portal demonstration • Review Chandler reporting solution with staff • Establish trading rules with Chandler Compliance Team
Investment of Funds
<ul style="list-style-type: none"> • Execute funding strategy for initial purchases • Carry out active investment to maintain target portfolio structure • Inform staff on investment progress through regular communication and formal portfolio reviews



Chandler's Suggestions and Feedback

Chandler's investment team reviewed the City of Stanton's investment policy statement and holdings. There were suggestions and ideas resulting from the review.

Investment Policy Recommendations

The City's investment policy is robust and well-written. Chandler has recommendations for consideration based on recent changes to California Government Code (CGC) involving Authorized and Suitable Investments and Asset Backed Securities (ABS).

AB 1770 – Recommend removing the issuer rating requirement of "A" category or higher by at least one Nationally Recognized Statistical Ratings Organization (NRSRO) to be consistent with AB 1770, legislation that became effective 1/1/19 eliminating this requirement. ABS are still required to be rated "AA" or higher by a NRSRO at the security level per CGC Section 53601(o).

Prohibited Investments

SB 998 – Update to CGC that became effective 1/1/21 and remains in effect until 1/1/26 allows California public agencies to purchase securities that could result in a zero or negative interest accrual if they are issued or backed by the US Government.

Chandler would like to explore the following points if awarded the contract.

- Increasing diversification to issuers and sectors;
- Utilizing a duration target;
- Implementing a dynamic maturity structure.



7. REPORTING

a) Describe the investment accounting and reporting system used by your Firm.

Chandler utilizes a third-party accounting software called PAM for Investments. It is a State Street product that performs investment accounting and reporting including performance measurement. We have been using PAM since 1995 and over the years have been able to identify areas for improvement within the product and have seen said improvements incorporated into later releases.

Using PAM as the investment book of record for our clients, we generate comprehensive monthly statements and performance reports, which clients receive no later than the third business day following month end.

Our standard reports currently include:

- Portfolio total rate of return compared to the benchmark return for periods of one month, the most recent quarter, year to date, one year, three years, five years, ten years, and since inception;
- Purchase yields.

To ensure integrity, we receive daily pricing of securities from Interactive Data Corporation, Inc. (IDC). In the rare instance that a security is not priced by IDC, we use an alternative pricing source, such as TRACE, Bloomberg, custodian valuation, etc., to determine reasonable fair market value. Our operations team also performs daily reconciliation of transactions and cash balances with our clients' custodians.

We are able to provide comprehensive reporting that will be tailored to meet the City's unique needs, as well as meet the demand of the marketplace. While our performance measurement software and data sources are from outside vendors, our reporting capabilities are based on a proprietary reporting tool, and so we are able to customize reports for our clients.

• Is a client portal available? If so, what kind of information is available in the client portal and for how long?

Access to the *Chandler Client Portal* is available to individual contacts selected by the client, and is accessible to clients 24 hours a day, 7 days a week. Chandler's Client Portal is a secure and robust portal that includes read only data such as monthly statements, quarterly reports, trade tickets and annual reports for three years. Any information regarding your Chandler Managed portfolio will be housed on our systems and can be furnished to you via an email or by phone request. In addition to reports and trade tickets, you will have access to Chandler's weekly economic updates and monthly bond market review. We also offer customizable holdings reports in excel. We offer each client secure credentials and portal training as part of our onboarding process. *Online Client Portal:* Chandler's *Client Portal* is the custom computer-based analytical tool that provides clients with secure access to a variety of digital files, including customized reports, trade tickets and documents, as well as the ability to download daily transactions and holdings, historical monthly statements, and quarterly reports. The *Portal* offers online access and is also designed to be viewed on mobile devices. Reports can be downloaded in Excel format and easily mapped and integrated into your internal reporting requirements, aggregating your data for effective analysis, and improving your operational efficiencies. Access to the *Chandler Client Portal* is available to individual contacts selected by the client, and is accessible 24 hours a day, 7 days a week.

b) Describe your Firm's trade settlement and account reconciliation process.

Chandler uses daily automated reconciliation software, *Electra Information Systems* ("**Electra**") for post-trade processing as well as electronic collection of asset and transaction data from the custodians of our clients who chose to provide this data to us electronically. This allows us to perform timely daily reconciliations to ensure that all transactions, coupon payments and maturities are recorded correctly at the custodian and enhances



operational efficiency. All other functions relating to our operations/back-office functions are performed in-house.

The following software systems are used to support Chandler's in-house functions:

- PAM Accounting system (A State Street Corporation product)- Investment book of record where all portfolio transactions are stored. Holdings information is based on the transactions entered. Also stores SMF records, pricing, ratings, performance calculations, and other supporting data.
- SQL Database- Stores enterprise operational data such as account information, reporting/configuration, credit/index information, etc. Also stores copies of PAM data. Main source of information for 95% of our reporting. Remaining information comes from PAM, Access, or Bloomberg AIM reports.
- SQL Reporting/Report Manager- Main application that creates, automates reports, and displays reports.
- Bloomberg AIM – Trade order management system ("OMS") and portfolio compliance system. Data integration, as well as post-trade automation such as trade and security master file (SMF) data automatically sent to our accounting system. Its compliance monitoring feature calculates and monitors asset class exposure, as well as issuer size and concentration limits, as well as compliance with client investment guidelines and legal requirements.
- CTM - Product by OMGEO that communicates trade allocations to other participating OASYS brokers
- Salesforce CRM – Contact management, portfolio settings, report distribution settings, etc.

c) Specify whether our Firm's reports are reconciled with the City's safekeeping account and how.

Reports will be prepared in accordance with state law and the Governmental Accounting Standards Board (GASB) and are compiled to meet your specific needs. Chandler Asset Management claims compliance with the Global Investment Performance Standards (GIPS®) and prepares and presents its performance in compliance with these standards. Chandler is independently verified by ACA Performance Services for firm-wide GIPS® compliance. Chandler provides monthly portfolio accounting and performance statements as well as mark-to-market fair value pricing for securities in accordance with GASB 31. We provide a GASB 40 report to all governmental clients, which provides the information needed to prepare the required fiscal year-end portfolio risk assessment, and we will be able to assist the City in drafting the narratives for GASB notes. We have developed a GASB 72 report which is available by fiscal yearend. The GASB 72, Fair Value Measurement and Application, issued in February of 2015, requires government investments to be measured at fair market value. It also requires disclosures regarding how fair value was measured, what hierarchy the investment fits into and any special valuation processes used. Chandler's investment and operations professionals remain dedicated to staying in front of all GASB pronouncements, interpretations, and implementation guidelines as they affect our government clients from a reporting and compliance perspective. Please see Chandler's Sample Monthly Statement and Quarterly Report in the Appendix.

d) The City expects a monthly report on the City's investment portfolio that can be included in the Monthly Treasurer's Report to the City Council. Describe the format of reports that you would provide to the City and when. How many days after the end of the month will the City be provided its reports? (For example, when could the City expect to receive its reports for the month ended March 31, 2022?) Attach a sample.

Monthly Statements: We provide monthly portfolio accounting and performance statements as part of our regular services. Each monthly statement begins with a one-page management summary of portfolio characteristics that provides a thorough overview of the portfolio, including performance relative to the selected benchmark(s), followed by a statement of compliance. A detailed asset listing, including cost, book,



and market values, a transaction ledger, an earned interest report, and a cash flow report follow the summary page.

Monthly statements are accessible on the *Chandler Client Portal*. Clients receive an email notification stating that the statement is available for download no later than the third business day following month-end.

A client statement for the City of Stanton as of March 31, 2022, would be available on the Chandler client portal by the end of business on April 5th.

Reports will be prepared in accordance with state law and the Governmental Accounting Standards Board (GASB) and are compiled to meet your specific needs. Chandler Asset Management claims compliance with the Global Investment Performance Standards (GIPS®) and prepares and presents its performance in compliance with these standards. Chandler is independently verified by ACA Performance Services for firm-wide GIPS® compliance.

Chandler utilizes the software of *PAM for Investments*, a State Street Company to perform investment accounting and reporting. Using PAM as the investment book of record for our clients, we generate comprehensive monthly statements and performance reports, which clients receive no later than the third business day following month end.

Chandler measures portfolio performance monthly and quarterly on a total return basis, providing a complete snapshot of the outcomes resulting from investment decisions since total return measures the percent change in the value of a portfolio over a defined historical period. The total return of the portfolio is compared to carefully selected benchmarks which have been selected in collaboration with clients as the appropriate metric for assessing performance relative to their risk tolerances and investment objectives.

Our standard reports currently include purchase yields and portfolio total rate of return compared to the benchmark return for periods of one month, the most recent quarter, year to date, one year, three years, five years, ten years and since inception.

To ensure integrity, we receive daily pricing of securities from Interactive Data Corporation, Inc. (IDC). In the rare instance that a security is not priced by IDC, we use an alternative pricing source, such as TRACE, Bloomberg, custodian valuation, etc., to determine reasonable fair market value. Our operations team also performs daily reconciliation of transactions and cash balances with our clients' custodians.

The reports that Chandler provides to you will provide transparency of your portfolio, and will assist your staff with their accounting duties, alleviating and even eliminating intermediary steps required to compile internal reports. We are able to provide comprehensive reporting that is tailored to meet the City's unique needs, as well as meet the competitive demand of the marketplace.

Quarterly Reports: We also provide quarterly investment reports in a format designed to facilitate discussion between Chandler investment professionals and the City's staff. The report presents portfolio characteristics, return, compliance, and a summary of accounts under management using graphs, charts, and illustrations in a format that is effective for management, elected officials and interested members of the public. We provide this report for our regular meetings with the City.

Reports will be prepared in accordance with state law and the Governmental Accounting Standards Board (GASB) and are compiled to meet your specific needs. Chandler Asset Management claims compliance with the Global Investment Performance Standards (GIPS®) and prepares and presents its performance in compliance with these standards. Chandler is independently verified by ACA Performance Services for firm-wide GIPS® compliance.

Chandler provides monthly portfolio accounting and performance statements as well as mark-to-market fair value pricing for securities in accordance with GASB 31. We provide a GASB 40 report to all governmental



clients, which provides the information needed to prepare the required fiscal year-end portfolio risk assessment, and we will be able to assist the City in drafting the narratives for GASB notes.

We have developed a GASB 72 report which is available by fiscal year end. The GASB 72, Fair Value Measurement and Application, issued in February of 2015, requires government investments to be measured at fair market value. It also requires disclosures regarding how fair value was measured, what hierarchy the investment fits into and any special valuation processes used.

Chandler's investment and operations professionals remain dedicated to staying in front of all GASB pronouncements, interpretations, and implementation guidelines as they affect our government clients from a reporting and compliance perspective.

Please see Chandler's *Sample Monthly Statement and Quarterly Report* in the **Appendix**.

- e) What performance benchmarks would you suggest for this portfolio? Provide recommendations regarding performance benchmarks for a portfolio similar to that of the City of Stanton. What experience has the Firm had in developing benchmarks for public operating portfolios?**

Chandler has deep expertise in analyzing and selecting effective benchmarks for performance measurement and will undergo a collaborative process with the City's staff to select appropriate benchmarks for each of its portfolios. Fixed income investors generally choose their total return benchmarks from either the Barclay's Capital or the ICE Bank of America ("ICE BofA") families of indexes. We prefer the ICE BofA indexes because they offer us the ability to identify, observe, and integrate security data into our models. We import all the constituents of a specific benchmark into our system and perform detailed analysis designed to optimize the performance of each client's portfolio relative to that benchmark.

We have worked with numerous clients to create custom benchmarks that are blended from two or more readily available benchmarks to reflect the client's investment objectives and risk tolerances more accurately.



9. REFERENCES

- a) List the name, address, telephone number, and email of references from at least three (3) current clients similar in size and scope to the City. Include a brief description of the work provided for each reference and the size of the entity's investment portfolio that your Firm manages (or managed). California municipal or county projects are preferred. You may offer more than the recent similar projects if desired. The references should include the start date of the project and the date of completion for each project.

Chandler is pleased to provide the following references for the City:

Chandler Current Client References

Client	Contact Information	Dates of Services	AUM*	Type of Account(s)
City of Brea 1 Civic Center Cir. Brea, CA 92821	Williams Gallardo <i>City Manager</i> Ph.: (714) 671-4418 billga@ci.brea.ca.us	1996-present	\$94 M	Operating funds; 3–5 year strategy; 1–5-year strategy
City of La Habra 110 E. La Habra Boulevard La Habra, CA 90631	James Sadro <i>City Manager</i> Ph.: (562) 905-9783 mshannon@lahabracal.gov	1999-present	\$35 M	Operating funds; 1–5 year strategy
City of San Juan Capistrano 32400 Paseo Adelanto San Juan Capistrano, CA 92675	Ken Al-Imam <i>Director of Finance/City Treasurer</i> Ph.: (949) 443-6301 kal-imam@sanjuancapistrano.org	2018-present	\$40 M	Operating funds; custom cash management and 1-3 strategy

*Chandler Asset Management Assets Under Management as of 12/31/21. This list includes clients that have given permission to be listed. It is not known whether or not the listed clients approve or disapprove of Chandler, or the services provided.



10. ADDITIONAL INFORMATION

a) Provide a copy of your Firm's most recent ADV Parts 1 and 2 on file with the SEC.

Please see our most recent ADV Parts I and II as on file with the SEC in our attached appendices. Chandler's ADV is attached as **Appendix A**.

b) Provide a copy of your Firm's most recent Annual Compliance Report (completed in accordance with Rule 206(4)-7 of the Investment Advisers Act).

Chandler Asset Management Inc. completes an Annual Compliance Report in accordance with Rule 206(4)-7. Our annual compliance review consists of the following key processes:

- Throughout the year, Chandler's Compliance Team performs detailed monitoring and testing over key corporate functions and processes. Results of this monitoring and testing are centrally documented, and any opportunities for process enhancement identified by Compliance are immediately communicated to the applicable business unit(s) for evaluation and possible implementation.
- In addition to our own ongoing internal testing performed by our Compliance department, Chandler contracts with an independent third party (Core Compliance & Legal Services – "CCLS") to perform detailed testing of our key controls throughout the year, to ensure that these controls continue to be effective.
 - *We have provided a copy of this report for your review. As Chandler is a private firm, we ask that this report be kept confidential and not for further distribution.*
- Annually during the fourth quarter, the firm's Management Team reviews our Risk & Control Matrix. Any changes in residual risk ratings are discussed by the team.
- Once our annual risk assessment review is completed, Compliance reviews our Code of Ethics and Policies & Procedures Manual. This review ensures that the key processes and corresponding controls are accurately reflected.
- Each March, the Chandler CCO summarizes our internal monitoring and testing results, adjustments made to our risk & control assessment, any observations provided by CCLS, and any changes made to our policies & procedures within Chandler's Annual Compliance Report. This report is presented to the firm's Executive Committee by the CCO. Since Chandler utilizes the contents of this annual report for strategic purposes, it is our policy not to disseminate it outside of the firm; however, we can schedule a meeting with your team (in person or virtual) to walk you through our process as well as the report itself.

c) Provide a copy of your Firm's most recent GIPS Composite Report and Verification Letter.

Please see our most recent GIPS Composite Report and Verification Letter in our attached appendices. Chandler's GIPS report is attached as **Appendix D**.

d) Describe your Firm's business continuity plan, how often it is updated, and what assistance would be available to the government.

As part of its fiduciary duty to its clients, and as required under the Federal Compliance Program Rule, Chandler has adopted a *Disaster Recovery/Business Continuity Plan* to provide for the firm's recovery from an emergency or disaster and for the resumption of business operations in as short a period of time as possible. These policies and procedures address our primary responsibility for establishing and maintaining communication with our clients and for our mission critical functions. Chandler's *Disaster Recovery/Business Continuity Team* consists of senior members of the firm's administration and includes IT professionals as well as outsourced consultants.



Chandler's policy addresses our response to both internal and external significant business disruptions and includes procedures for data back-up and recovery, client access to funds and securities, phone, internet and email disruptions, and mission critical functions such as order entry, execution, and client reporting. In the unlikely event that Chandler's corporate headquarters in San Diego were damaged and inaccessible, we have the ability to operate from any of our regional offices in Marin County, Walnut Creek, Ventura, Denver, Seattle, or Orlando. If we determine we are unable to continue our business, we assure clients prompt access to their funds and securities.

COVID Related Measures

Chandler's Business Continuity Plan has been effective during the current pandemic which commenced with all of Chandler's employees working remotely beginning on March 16th. The plan is structured to enable us to continue to safely service our clients and effectively manage portfolios, and we have been operating at full capacity since sheltering in place. The following are some steps we took during this unprecedented time:

- We implemented our BCP and client communication plan when infections began climbing, before the California-mandated shelter-in-place;
- We experienced zero disruptions to our business operations;
- We maintained constant communication with all our clients from the early days of the shelter-in-place through today;
- None of our clients experienced any sort of disruption to their investment programs; and
- We continue to function at full capacity, including maintaining full trading operations, compliance, statement production, and communication.

Data Backup and Recovery

Chandler has hired AppliedSense, an outsourced IT firm, to administer and monitor the back-up and recovery of our electronic records. Applied Sense is also responsible for monitoring, maintaining, and managing our network and overall IT infrastructure, and administers and maintains the Data Backup and Recovery System which is a comprehensive backup solution for our mission-critical servers. AppliedSense is available for support on 24 hour / 7 days a week basis.

All records maintained electronically are backed up hourly to a storage device on site. On a daily basis, mission-critical files are sent to offsite backup devices maintained in two separate geographical locations in secure collocation facilities. Our data backup and recovery procedures allow us to retrieve data within minutes, if needed. The firm reviews its policy on a quarterly basis, and updates and revises it whenever a significant event or regulation determines its inclusion. Chandler, with the assistance of AppliedSense, conducts semi-annual tests of our backup services. All employees of Chandler are required to attest that they have reviewed the procedures described within the policy.

Cybersecurity/Data Security

Chandler recognizes the critical importance of safeguarding clients' personal information as well as the confidential and proprietary information of the firm and its employees. While recognizing that the very nature of cybercrime is constantly evolving, Chandler conducts periodic assessments based on our firm's use of technology, third-party vendor relationships, reported changes in cybercrime methodologies, and in response to any attempted cyber incident, among other circumstances.

Chandler's comprehensive *Cybersecurity Policy* includes procedures that cover acceptable use by employees of Chandler's network resources, as well as data backup, data destruction, data encryption, security monitoring, vendor access and incident management. The firm has addressed several components of cybersecurity that our processes monitor including:

- websites and domains

- firewalls
- antivirus
- patch management
- employee access/privileges
- VPN/encryption
- mobile device management (MDM)
- intrusion prevention
- IDS and security alert
- multi-factor authentication requirements
- the physical security of our office, servers, and individual workstations

On a quarterly basis, Chandler, with the assistance of AppliedSense conducts cyber-hygiene and resilience tests to include third-party penetration testing including but not limited to websites, on-premise workstations, wireless access points, servers, routers, etc. In addition, social engineering tests are conducted such as email phishing, CEO spear phishing, domain spoofing, pretexting, baiting, and quid pro quo. Each of these tests result in a post-mortem with any resolutions put in place immediately and prior to the next quarter's testing.

e) Describe your Firm's technological controls, including:

- **Physical access;**
- **Logical access;**
- **Change controls; and**
- **Remote access, including use of mobile devices.**

Include a description of how the Firm is prepared to defend its systems from a cyberattack.

Below is a comprehensive description of Chandler's technological controls.

Data Backup and Recovery

Chandler has hired Applied Sense, an outsourced IT firm, to administer and monitor the back-up and recovery of our electronic records. Applied Sense is also responsible for monitoring, maintaining and managing our network and overall IT infrastructure, and administers and maintains the Backup Data and Recovery System which is a comprehensive backup solution for our mission critical servers. All records maintained electronically are backed up hourly to a storage device on site. On a daily basis, mission critical files are sent to offsite backup devices maintained in two separate geographical locations in secure collocation facilities. The firm reviews its policy on a quarterly basis, and updates and revises it whenever a significant event or regulation determines its inclusion. Chandler, with the assistance of Applied Sense, conducts annual tests of our backup services. Additionally, all employees of Chandler are required to attest that they have reviewed the procedures described within the policy.

Backup and Data Recovery

- On premise BDR
 - All critical business data and files are replicated and backup nightly via our on-premise Backup and Data Recovery server (BDR) with data retrieval, if needed, within minutes.
- Off premise BDR
 - All data replication services are hosted via Amazon S3, a SSAE16 SOC1 Type II certified nondescript data center with physical, video, electronic, biometric authentication, and other intrusion



detection measures located in Oregon and Texas, meeting CJIS, CSA, FERPA, HIPPA, and MPAA standards with data retrieval, if needed, within minutes.

Cybersecurity/Data Security

Chandler recognizes the critical importance of safeguarding clients' personal information as well as the confidential and proprietary information of the firm and its employees. While recognizing that the very nature of cybercrime is constantly evolving, Chandler conducts periodic assessments based on our firm's use of technology, third-party vendor relationships, reported changes in cybercrime methodologies, and in response to any attempted cyber incident, among other circumstances.

Chandler's comprehensive Cybersecurity Policy includes procedures that cover acceptable use by employees of Chandler's network resources, as well as data backup, data destruction, data encryption, security monitoring, vendor access and incident management. These policies and procedures are distributed to employees and appropriate employee training is conducted to ensure employee adherence to these policies and procedures. Chandler also appoints an outsourced Chief Information Officer to support oversight of IT and cybersecurity management and monitoring.

Digital Security

- Websites and Domains
 - All company websites and domains use HTTPS and redirect all HTTP traffic to HTTPS. Preventative cross-site scripting protocols, enabled public key pins, TLS 1.1 and TLS 1.2 where applicable, and strong password requirements for individualized access and content.
- Firewall
 - Network devices routinely monitoring and reviewed for concerns such as privilege creep
 - Active breach monitoring is performed 24 hours a day with alerts sent to key staff and IT personnel when certain criteria is met.
- Antivirus
 - Customized scripts and policies in place for 24-hour administrator alerts and security events.
 - Cloud-managed antivirus with daily definition updates and 0-day technologies.
- Patch Management
 - Regulated and monitored patch implementation with updates applied through centralized services and controllers.
 - Digitally signed updates to verify sender authenticity.
- Employee Access/Privileges
 - Regular review of employee accounts and associated permissions.
 - Password management is enforced via a strong password policy with 90-day expiration times.
 - Automatic screen-lock prompting user for a password after 15 minutes of inactivity.
- VPN/Encryption
 - Encrypted 256-bit remote communications utilizing SSTP, IPsec, and DNSsec.
 - Single sign-on services with verbose logging for remote sessions.
- Mobile Device Management (MDM)

- MDM routinely checks for malware, rooted or “jailbroken” operating systems, pin or passcodes and data encryption are in place and no unsigned applications are installed.
- MDM allows for remote wipe if lost/stolen.
- MDM provides instant notifications all users or to one specific individual.
- Intrusion Prevention System (IPS)
 - We employ several IPS solutions from regularly updated DNS filtering, additional spam filtering, and universal password management applications capable of one-click sign-off, deletion, and recredentialing, if needed.
 - Data loss prevention technologies are deployed on edge routers and email gateways.
 - Comprehensive logging/reporting for all network-wide operations with network administrator review.
- IDS and Security Alerting
 - Any questionable emails and or attachments are caught by our regularly updated IDS solution that alerts our IT team for immediate review and feedback. All reviews are conducted outside of the network and released if no issues are found.
 - Active network security monitoring utilizing technologies such as machine learning for a complete security alerting policy and notifying key staff regarding but not limited to intrusions, excessive heat, hard drive capacity, bandwidth bottlenecks, failed login attempts, etc.
- Multi-factor authentication requirements

Physical Security

- Office building
 - Key, keypad, restricted access only to authorized members to the on-premise server room.
- USB port blocking
 - Scheduled for implementation in 4Q2018, all USB ports on company workstations will be blocked via a Universal Group Policy from user access thereby preventing unauthorized data replication.
- Server Security
 - Network-wide enforced hard drive encryption using AES256-bit encryption prevents anyone with physical access to the hard drives from accessing any data.
- Real-time analysis and security of out-of-scope activities specific to applications and network hardware via a SIEM (Security Information and Event Management) engine.
- Off premise Server Security
 - All data replication services are hosted via Amazon S3, a SSAE16 SOC1 Type II certified nondescript data center with physical, video, electronic, biometric authentication, and other intrusion detection measures located in Oregon and Texas, meeting CJIS, CSA, FERPA, HIPPA, and MPAA standards. Physical access is logged, monitored, and retained.



Cyber-Hygiene/Resilience Testing

- Third-party penetration testing
 - Our third-party cybersecurity team conducts quarterly network penetrations testing including but not limited to, websites, on-premise workstations, wireless access points, servers, routers, network attached storage devices, etc.
 - From these quarterly penetration tests, a postmortem is conducted with any resolutions put in place immediately and prior to the next quarter's testing. Only key management is aware of when these penetration tests will occur.
- Third-party social engineering testing
 - Our third-party cybersecurity team conducts bi-annually social engineering tests including but not limited to email phishing, CEO spear phishing, domain spoofing, pretexting, baiting, and quid pro quo.
 - From these quarterly penetration tests, a postmortem is conducted with any resolutions put in place immediately and prior to the next quarter's testing. Only key management is aware of when these penetration tests will occur.
- Training
 - Derived from the social engineering tests, we conduct a mandatory instructor-led annual cybersecurity awareness training.
 - Cumulatively, we also create and deploy cybersecurity quizzes and follow-on resources for self-paced learning.

Vendor Security Management

- We conduct annual re-certifications in the form of a Vendor Due Diligence Questionnaire (DDQ) of all vendors and service providers associated to data security.
- This 70-point Diagnostic DDQ, once completed, is scrutinized, and validated for completeness and accuracy by our IT and Cybersecurity team, AppliedSense.

f) Briefly describe any additional features, attributes, or conditions which the City should consider in selecting your Firm. Describe any other services your Firm can provide.

Leveraging resources from across the firm, we provide advice and investment manager analysis while bringing clients a personalized and local perspective. We are an investment management firm founded by former investment officers of large public agencies, providing our clients with a depth and context in our ability to understand your unique needs and how a successful investment program adds value to your entity's bottom line. In addition, Chandler distinguishes itself from its competition in several ways, and in all aspects of the relationship with its clients, not limited to its investment management capabilities.

- ***Deep history and experience.*** Chandler's founder, CEO, and other key investment professionals have worked as investment officers and finance directors of public agencies and have in-depth experience and knowledge of the issues these entities face in managing their assets effectively. Since 1988, Chandler has assisted public agency clients fulfill their fiduciary duty to their constituents by providing high quality fixed income portfolios in a risk-conscious framework that conform to all state laws and directives. Chandler has both the depth (experience) and breadth (service capabilities) as an investment manager and is particularly qualified to meet the City's



investment needs because of our decades of experience in safeguarding our clients' funds and structuring them optimally to meet all objectives.

- **Access to portfolio managers.** Chandler offers its clients direct access to its lead portfolio managers and the back-up investment management team who are responsible for making the decisions for your portfolio, allowing for customization and flexibility to changes in your program. Your key investment contacts as well as the rest of the investment management team will have a significant understanding of not only your investment portfolio, but also of where it fits in the overall program and its future objectives.
- **Corporate Headquarters in California.** Chandler has been headquartered in San Diego since its inception and has regional offices in Marin County and Walnut Creek to serve Northern California clients. Our investment professionals are experts in California's investment landscape and possess significant expertise in structuring portfolios that adhere to California Government Code. Investment professionals are in the same time zone as the City and will provide timely updates to changes in legislature and best investment practices for California public agencies. We also invite your staff to Chandler's San Diego office for onsite visits, department training, educational sessions, and for the purpose of conducting due diligence at times most convenient for your finance staff.
- **Resources.** Chandler's clients count on our extensive research and analytical capabilities used to identify opportunities and minimize risk. Our access to market information in conjunction with our proprietary credit review process makes our services of significant value. Additionally, our independent compliance team will ensure that all trades conform to California Government Code, the City investment policy, and the customized investment strategy that we will co-develop with the City's staff.
- **Commitment to client success.** We are dedicated to our role as fiduciaries to our clients and strive to ease the responsibility and operational requirements needed to effectively invest the City's assets. Our comprehensive services provide transparency, excellent client service, and successful investment program outcomes. We commit the full resources of the firm to ensure your success.

Chandler can provide additional services that will add value to the City's investment program including:

- Strategy development or customization of strategies suitable to the City's investment program;
- Other Post-Employment Benefit ("OPEB") Management. Chandler has been managing post-employee benefit accounts such as pension trusts and medical benefit trusts for clients since 2003. We use a multi-asset class strategy (Chandler's "MAC" Strategy) to achieve the objectives and target return of the plan;
- Management of the City's cash in strategies including short-term securities as an alternative to LGIPs/other overnight investment pools;
- Targeted educational sessions on fixed income and financial topics and issuance of Continuing Professional Education (CPE) credits;
- Management of bond reserves and/or bond proceeds;
- Custodial bank/safekeeping review and selection, and;
- Broker/dealer selection and monitoring.

We look forward to discussing the full suite of service offerings Chandler can provide as investment adviser.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2022

SUBJECT: FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR IT MANAGEMENT AND SUPPORT SERVICES (SDI PRESENCE, LLC)

REPORT IN BRIEF:

On March 9, 2021, the City entered into a Professional Services Agreement (Agreement) with Scientia Consulting Group, Inc. (SCG) for IT Management and Support Services. Staff recommends City Council approve this First Amendment to the Agreement, assigning the Agreement to SDI Presence, LLC (SDI), which acquired SCG.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Approve the agreement with SDI Presence, LLC, formerly Scientia Consulting Group, Inc.; and
3. Authorize the Interim City Manager to bind the City of Stanton and SDI Presence, LLC, formerly Scientia Consulting Group, Inc. in a contract to provide IT management and support services.

BACKGROUND:

On March 9, 2021, the City entered into a Professional Services Agreement (Agreement) with Scientia Consulting Group, Inc. (SCG) for IT Management and Support Services, which include procurement guidance, desktop support, network and server administration, email administration, virus/spam protection, data backup management, and more. The City entered into the Agreement after Council approved the cooperative purchasing "piggyback" off of the City of La Palma's competitive bid process for IT support services.

On February 3, 2022, SCG was acquired by SDI Presence, LLC (SDI), an IT consultancy and managed services provider with a twenty-five-year corporate resume and a portfolio that includes some of the nation's largest airports, utilities, and government agencies.

The acquisition has not changed the key personnel assigned to the City, nor has it changed the scope of services.

ANALYSIS/JUSTIFICATION:

Sections 3.7 and 3.8 of the Agreement (reproduced below) allow for the assignment of the Agreement to a successor.

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.

City Staff desires to assign the remainder of the existing five-year contract to SDI. Staff plans to undergo an RFP process for a new five-year contract for IT Management and Support Services in Fiscal Year 2025/26.

FISCAL IMPACT:

None. The acquisition has not changed the cost and rates in the initial Agreement.

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(5) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

LEGAL REVIEW:

The City Attorney has prepared and reviewed the attached First Amendment.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

3. Provide a quality infrastructure.
4. Ensure fiscal stability and efficiency in governance.
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:

/s/ Jason Huynh

Jason Huynh
Management Analyst

Approved as to Form By:

HongDao Nguyen
City Attorney

Approved By:

/s/ Zenia Bobadilla

Zenia Bobadilla
Interim City Manager

Attachment(s):

- A. Professional Services Agreement (with SCG) for IT Management and Support Services
- B. First Amendment to the Agreement

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
IT MANAGEMENT AND SUPPORT SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this 9th day of March, 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 **Scientia Consulting Group, Inc.** with its principal place of business at 4368 East La Palma Avenue, Anaheim, CA 92807 ("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 **Information Technology Management and Support Services** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **Information Technology Management and Support Services** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for Information Technology Management and Support Services ("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 Information Technology Management and Support Service consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the effective date to June 30, 2026, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.



3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "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: Tony White, Account Manager.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates Steve Martin, IT Specialist, as



the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Tony White, Account Manager, 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) Consultant/Contractor shall procure and maintain Cyber Security and Privacy Liability insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 aggregate which shall include the following coverage:
 - a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
 - b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
 - c. Liability arising from the failure of technology products (software) required under the contract for Consultant



to properly perform the services intended.

- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
 - e. Liability arising from the failure to render professional services.
- (d) Cyber Technology Errors and Omissions insurance with limits of \$1,000,000 per occurrence/loss, \$2,000,000 aggregate which shall include the following coverage:
- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information, including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
 - b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
 - c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
 - d. Claims alleging the failure of computer security that result in the transmission of malicious code, deletion, destruction or alteration of data, or the denial of service.
 - e. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
 - f. Liability arising from the rendering, or failure to render, professional services
- (e) 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 for Engagement and Transition shall not exceed Six Thousand Four Hundred and Sixty-Two Dollars (\$6,462) ("Total Compensation") without written approval of City's City Manager. The monthly ongoing Commitment Rate for 8 hours of on-site support per week is \$2,800 Year 1, \$2,996 Year 2, \$3,116 Year 3, \$3,241 Year 4, and \$3,371 Year 5. 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:

Scientia Consulting Group, Inc
4368 East La Palma Ave
Anaheim, CA 92807
Attn: Tony White

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

3.20 Subcontracting.

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

[Signatures on following page.]



[Signatures on following page.]



IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement
on this 9th day of March, 2021.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

By: [Signature]
Jarad L. Hildenbrand
City Manager

By: [Signature]
Name: Phillip Duvie
Title: President

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

ATTEST:

By: [Signature]
Patricia A. Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: [Signature]

Best Best & Krieger LLP
City Attorney



EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT PROPOSAL DATED FEBRUARY 2021





Scientia Est Potentia - Knowledge is Power

CITY OF STANTON

For

INFORMATION TECHNOLOGY SUPPORT SERVICES

Submitted by:

Phil Danie (Phil@Scientiacg.com)

Scientia Consulting Group, Inc.

4368 East La Palma Avenue

Anaheim, CA 92807

(877) 444-3108

February 2021



February 22, 2021

City of Stanton
Attn: Jarad Hildenbrand
Regarding: Information Technology Support Services
7800 Katella Ave
Stanton, CA 90680

Jarad Hildenbrand:

On behalf of Scientia Consulting Group, I would like to take this opportunity to thank you for allowing us to present you with a proposal to provide Information Technology Support Services for the City of Stanton. This proposal intends to describe a concise service offering that will enable Stanton to gain a thorough understanding of the capabilities of Scientia Consulting Group. This response includes our goal to provide requisite IT services capable of meeting existing, future and third-party technologies supporting the mission of the City of Stanton.

At Scientia Consulting Group, we are committed to providing the best comprehensive suite of services to our clients with honest, ethical, and practical recommendations.

We guarantee this proposal will remain valid for a period of 90 days from the date of submittal. If we can be of further assistance to you, or you have follow-up questions, please don't hesitate to contact me.

Thank you again for your time, and please know the Scientia Consulting Group looks forward to a partnership with the City of Stanton.

Sincerely,



Phil Danie
Chief Executive Officer
Scientia Consulting Group
4368 East La Palma Avenue
Anaheim, CA 92807
(877) 444-3108

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Proposal Section 1: Introduction & Company Profile

Scientia Consulting Group (SCG), founded in 2006, is an Orange County-headquartered corporation located in Anaheim, California. We provide professional Information Technology (IT) services to neighboring Los Angeles and Orange County municipal entities. We understand City government purchasing regulations and the resources needed to provide full-service IT support to municipalities. We are on call 24-hours a day, 7-days a week, and our organization is committed to providing the outstanding services expected by our clients.

Services provided range from routine O&M to specialized planning and management of mission-critical functions and data-center operations. The scope of staffing levels range from *supplemented IT support*, wherein SCG provides part-time/full-time consultants to supplement municipal IT staff as needed, to *full service IT support*, wherein SCG provides full-time consultants to lead IT operations. For special projects, SCG can supplement city IT staff with highly skilled engineers (networking, database management, project management, software development) as required.

In either scenario, SCG maintains permanent staff as needed to guarantee service level agreements in place with our clients, and we have a list of proven sub-contractors on hand when needed for larger and short-term engagements.

Because we focus on the public sector, we maintain a thorough understanding of rules, regulations, and governances specifically in place for Public Safety. Our municipal clients trust us with highly sensitive data, and as technology professionals it is our responsibility to ensure our client's infrastructure, end-points, users and platforms are maintained and managed according to State and Federal (Department of Justice) standards.

All SCG IT employees have been working in the public sector for many years, all are fully vetted and backgrounded, and those identified to participate in the City project have held leadership positions within municipalities or federal institutions.

We pride ourselves on building long-term relationships with public sector management and take our role as technology experts seriously. We maintain proficiency on commonly used platforms and services and keep current with technology trends without losing sight of operational functionality.

Within our response we have highlighted services we provide to similar sized municipalities along with examples of innovations we have found to improve the functionality, quality of experience, and efficiency of internal and external users, community and visitors.

We would appreciate an opportunity to meet with leadership at the City of Stanton, to further present some of the team from Scientia Consulting Group, and to answer in detail any specific questions you might have regarding this proposal, any of the services we provide.

Proposal Section 2: Qualifications

Proposed Staffing and Project Organization

SCG will dedicate an account manager to the City of Stanton, who will coordinate the various aspects of the IT services and assessment. The proposed account manager, a seasoned retired law enforcement professional, has managed similar projects for other municipal clients. In support of the account manager will be additional SCG IT professionals, with specific expertise in information security, data stability and disaster recovery, organizational management of technology services, deployment and scalability of licensed software and hardware/software and infrastructure support.

Experience

SCG derives experience from working as IT specialists in the public sector for the past 17 years. Over that time, our municipal clients have engaged SCG to provide on-site and remote IT support services and to conduct law enforcement technology plans. SCG has developed short and long-range project plans and provided valuable insight into budgeting and procurement. By example, SCG has produced multi-year IT master plans for the City of Alhambra, West Covina Police Department, and Laguna Beach Police Department. Refer to past performance narratives of relevant work performed for similar organizations.

Education and Credentials

The educational backgrounds of key personnel assigned to this project include, at a minimum, undergraduate degrees from accredited institutions. Professional and relevant experience of key personnel ranges from five to over twenty years of municipal technology support. Select personnel possesses and maintain industry certifications from Microsoft, CompTIA, and the International Information Systems Security Certification Consortium (ISC²). Additionally, personnel maintains professional affiliations with local and national level public safety organizations. Detailed professional biographies are available upon request.

In general, each SCG IT professional has experience related to municipal government operations. Our experience also encompasses large-scale project management, deployments of organizational hardware/software solutions meeting enterprise needs (CAD/RMS/mobile), managing single site/multi-site networking and switching infrastructure (experience with CJIS/DOJ policies/standards) and troubleshooting and daily maintenance for end-user productivity. SCG is a California Corporation licensed and insured to provide professional services to municipalities within the State of California. We also are proud of our employee onboarding process, which includes a full (civilian law enforcement) background check, which is necessary as SCG manages secure, non-public data, for many public safety entities throughout Southern California.

Key personnel at SCG

SCG Information Security: **Jason Hennessey** – Responsible for the technical review and documentation of InfoSec practices, procedures, and policies.

SCG Technology/Licensing: **Phil Danie** – Responsible for the technical review of licensed products, hardware/software platforms, backbone, performance, and operational stability.

SCG Account Manager: **Tony White** – Responsible for the organization, management, and deliverable of a City Information Technology plan and services proposal.

Key personnel statement

The key SCG personnel identified above will be available to participate and add respective value, to the City of Stanton throughout the course of the engagement.

Key personnel qualifications

Name: **Jason Hennessey**

Responsibilities: Technical platform and security lead, supervisor of contract IT personnel, with special emphasis on information security matters.

Qualifications/Bio: Mr. Hennessey's professional background includes 20 years of computer system management for privately-held firms, publicly-held Fortune 500 & 100 firms, and the United States Government. Mr. Hennessey holds a Bachelor of Science degree in Computer Information Systems, the globally recognized CISSP® (Certified Information Systems Security Professional) credential, industry certifications from Microsoft® and CompTIA®. Before joining SCG, Mr. Hennessey served as an Information System Security Officer (ISSO) for the United States Drug Enforcement Administration (DEA) where he managed the information security program for the DEA's El Paso Intelligence Center. Having spent more than ten years supporting the public sector, Mr. Hennessey maintains an active security clearance and has completed numerous training sessions regarding information security governance, common government/workplace policies, and anti-discrimination practices.

Name: **Phil Danie**

Responsibilities: Chief Executive Officer of SCG, Director of Engineering, Lead Technical Resource.

Qualifications/Bio: Mr. Danie has been involved in Orange County Public Safety technology since 2000 when he worked as a technical resource for the Orange County Sheriff Department. He is the principal of several Orange County technology businesses, specializing in Information Technology Management, Software engineering and development, and Technology Consulting.

Name: **Tony White**

Responsibilities: V.P Sales and Marketing, Project Management, Client Services Lead.

Qualifications/Bio: Mr. White's professional background includes software development and product management, project management, implementation, and training and he was a law enforcement professional for fifteen years. Mr. White will be the Account Manager on this project and will oversee all aspects of the contract.

Subcontractors

SCG does not intend to commission sub-contractors to provide IT services to the City of Stanton. Any deviation from this will be coordinated with the City in advance.

Proposal Section 3: Past Performance Narratives & References

SCG provides a comprehensive suite of IT management services to municipalities within Los Angeles and Orange counties. The scope of services provided range from routine O&M to specialized planning and management of mission-critical functions and data-center operations. The scope of staffing levels range from *supplemented IT support*, wherein SCG provides part-time/full-time consultants to supplement municipal IT staff as needed, to *full service IT support*, wherein SCG provides full-time consultants to lead IT operations. SCG is a leader in IT project management with a demonstrated history of providing quality solutions within time and budgetary constraints as detailed in the performance narratives below.

City of Laguna Beach | 2007 - Present

SCG provides annual IT support for the Police Department, Fire Department, and Marine Safety. A sampling of projects includes; CAD/RMS system deployment, dispatch center remodel, 911 phone system replacement, Emergency Operations Center setup, network infrastructure upgrades, computer deployments, and mobile video system replacement. One notable project was an extensive Citywide closed-circuit video surveillance solution utilizing secure WiFi and fixed network assets, with all, feeds channeled to highly responsive back-end storage and retrieval solution. The result provides the local police and fire departments with high definition, pan-tilt-zoom (PTZ) cameras with the ability to monitor, record and provide video evidence for the downtown and rural fire hazard areas around the City perimeter.

West Cities Police Communications (West-Comm) | 2007 - Present

SCG is the project manager, technology implementation team and IT support services provider for a multi-year project at West-Comm, a Joint Powers Authority (JPA) in Orange County servicing the Cities of Cypress, Los Alamitos, and Seal Beach. West-Comm, with the assistance of SCG, replaced the CAD/RMS and Mobile software used by the JPA and the three City entities. In addition to managing the relationship between the JPA members and the external vendors involved, SCG is responsible for the design, implementation, and support of a replacement backbone data communications platform. This project includes the use of a Multiprotocol Label Switching (MPLS) network connecting numerous sites, management of client endpoints, and management of infrastructure devices to include switches, routers, and firewalls.

City of Los Alamitos | 2011 - Present

SCG provides annual IT support for all City departments. A sampling of projects include CAD/RMS installation, configuration, and deployment; city-wide WIFI deployment, migration from physical to virtualized server environment; implemented Veeam virtual backup solution; Dell EqualLogic and EMC SAN implementation; LaserFiche deployment; VOIP implementation; emergency operations center (EOC) upgrades; Incode finance software upgrades; migration to Exchange Online.

City of Alhambra | 2012 - Present

SCG provides annual IT support for all City departments. A sampling of Police Department projects includes SCG's conversion of desktop computers to a virtual desktop infrastructure (VDI), configuration and management of the virtualized server environment on VMware platforms, migration from on-premises Microsoft Exchange to Microsoft Office 365, and next-generation firewall configuration and management. At the City's Library, SCG developed appropriate-use policies and ongoing management platforms for publicly-accessible computer workstations used by citizens at the public library. The library project was designed in conjunction with library officials to create a sophisticated set of Group Policy Objects (GPO) within a Microsoft Windows Server environment. The GPOs strictly manage the devices and enable library and City officials to ensure the usage of these computer workstations adhere to organizational policies. SCG has also upgraded key library software (EnvisionWare, Horizon, etc.) and completed the Corporation for Education Network Initiatives in California (CENIC) project.

City of West Covina | 2012 - Present

SCG provides annual IT support for the Police department. A sampling of projects includes a network communications upgrade from dedicated T1s to VPNs and point-to-point wireless resulting in reduced telco expenditures. A network equipment consolidation project is resulting in reduced recurring maintenance and licensing costs. A firewall upgrade project that included the implementation of Palo Alto application-layer firewalls and resulted in enhanced network traffic visibility and INFOSEC features. Following these projects, SCG was asked to improve desktop reliability and reduce replacement costs. This was achieved by implementing VDI using VMware Horizon and Dell thin clients.

Public Agency References

1. City of Laguna Beach
505 Forest Avenue, Laguna Beach, CA
Kristen Berry – Support Services Manager (Police Department)
Phone: (949) 497-0701 | Email: kberry@lagunabeachCity.net
2. West Cities Police Communications
911 Seal Beach Blvd, Seal Beach, CA 90740
Kasandra Bowden – Police Communications Director & JPA Secretary
Phone: (562) 594-7243 | Email: kbowen@west-comm.org
3. City of Los Alamitos
3191 Katella Ave, Los Alamitos, CA 90720
Sean Connolly – Police Captain
Phone: (562) 431-2255, x 420 | Email: choward@cityoflosalamitos.org

4. Alhambra Police Department
211 S. First St., *Alhambra*, CA 91801
May Ung – Support Services Manager
Phone: (626) 570-5183 | Email: mung@alhambrapd.org

5. West Covina Police Department/West Covina Service Group
1444 West Garvey Avenue, West Covina, CA
Travis Tibbetts – Police Lieutenant
Phone: (626) 939-8684 | Email: ttibbetts@wcpd.org

Proposal Section 4: Work Plan

Examples of SCG's available services are grouped and summarized as follows:

IT Management Services

- Strategic planning and oversight
- Project management
- Procurement guidance
- Improve the effectiveness and efficiency of current resources

IT Support Services

- Desktop support
- Network administration
- Server administration
- Email administration
- Virus/Spam protection
- Data backup management

In addition to management and support services, SCG can assist in the development of a technology roadmap. It would be our goal to provide the City a complete technology review to include; an IT Strategic Plan, IT Gap Analysis, IT personnel structure for management of services and recommendations specifically for law enforcement technologies.

As an established managed service provider specializing in municipal and public safety IT operations, SCG begins each new client engagement with a three-step approach designed to identify the current state of an organization's IT operations, develop an agreed-upon desired state, and a gap analysis to identify a path to transition from the current to the desired state.

1. SCG personnel will perform a comprehensive assessment of the current state of the environment. This assessment includes, but is not limited to, system scans, deployment of host-based monitoring and reporting tools, and hands-on inspection of infrastructure devices. The resulting baseline snapshot includes an inventory of computer hardware including virtualized assets, software including version details, and network infrastructure devices and interconnection details.
2. The SCG Account Manager, along with key SCG personnel, will interview organizational stakeholders to document historical challenges, current operations, and discuss departmental objectives requiring IT solutions and support.
3. SCG will produce and deliver a comprehensive report for the City of Stanton management that includes the baseline snapshot information, summary of stakeholder

discussions, and recommendations for short-term corrective measures and long-term solutions targeting optimal IT operations to meet organizational objectives.

In summary, this report will help develop a guide for the requested system management services and supporting documentation for an IT Master Plan. Note that these recommendations may also include reduction/increase in specific hardware/software platforms, modifications to currently employed technologies, and augmentation/training for staff. All recommendations are substantiated with information gathered throughout the assessment.

This report will enable SCG management and the City leadership to develop a project plan and outline (PPO). This PPO will be the baseline for the overall project engagement and will identify resources required from both sides throughout the engagement. Specific milestones are identified through which stakeholders can assess project progress, take action to mitigate identified issues needing immediate attention, and manage change orders as necessary. Note that initial corrective measures will prioritize the decommissioning of unsupported platforms as a security measure.

Information Technology Service Management

Maintenance and support services, along with helpdesk problem resolution services, will be logged and tracked in SCG's information technology service management (ITSM) platform used to support helpdesk operations. Client access to this platform is available to enable full visibility into the workload and response times.

SCG's ITSM platform enables administrators to efficiently and securely manage large enterprises, streamlining functions such as desktop support, system patching, and inventory collection. Moreover, the platform also serves as a continuous monitoring and alerting system that automatically alerts administrators to problems, often before the user is aware.

Innovative Solutions

Examples of other innovative solutions SCG's IT service division has deployed at other cities include:

- Virtual Desktop Infrastructure (VDI) – As many municipal clients have already adopted VMware virtualization for server operating systems, VDI “thin client” technology may be a natural progression towards streamlined desktop management, minimization of help desk support calls, and reduction of long-term asset refresh expenditures.
- Cloud Computing – leverage potential cost-saving aspects of converting portions of the client's IT environment to cloud computing technologies, leveraging advancements made by Microsoft in Office 365 and SharePoint back-end office platforms.
- Wireless technologies – evaluate existing point-to-point wireless technologies versus

- private telephone lines for site-to-site connectivity.
- Virtual Private Network (VPN) – estimate potential cost-saving aspects of converting any existing T1 or private circuits to VPNs across lower-cost internet service providers.
- Disaster recovery – design and implement enhanced back-up and disaster recovery processes to include a hybrid platform (local storage combined with cloud computing).
- End of life – assess and migrate/decommission/upgrade and end-of-life hardware/software to improve resiliency and security posture.
- Network enhancements – evaluate the benefits of migrating server infrastructure to a 10Gb network if not already in place.
- Virtualization migration/upgrades – virtualize EOL physical servers and upgrade existing virtualization environments to current versions to better leverage fault-tolerant features for critical services.

Although SCG is highly experienced in deploying innovative solutions, technology is not deployed for technology's sake, but rather to provide enhanced citizen service, save operational costs or to provide measurable productivity enhancements for employees.

Although the examples of innovative technologies provided above have been successful for other SCG municipal clients, a thorough evaluation of the City's working environment will reveal which innovations are appropriate for the City.

It is an important distinction to understand, SCG does not recommend technology platforms for consideration or purchase based on reciprocity. We use the technology we recommend at client locations simply because it may be the best-suited product at the time. SCG does NOT resell or distribute technology platforms but will assist our clients by sourcing multiple bids/quotes when requested.

With our understanding of the City's current needs, we believe SCG and Stanton are a good match. More specifically, by leveraging our skillsets and experience in virtualization tools, secure cloud computing and advanced Microsoft platforms we can assist the City with ongoing IT support and maintenance, along with a thorough information technology assessment. We are open to provide short and long-term IT planning, project management, implementation and deployment of advanced computing technologies, while simultaneously assisting the City in building an infrastructure suited for growth and sustainability into the future.

Proposal Section 5: Proposal Costs and Rates

New client **Engagement and Transition (E&T)** fee of **\$6,462** is a one-time assessment and is in addition to the **Monthly ongoing Commitment Rate** of **\$2,880**. The E&T fee enables SCG to apply additional key resources for the first month of a new client engagement contract as described in **Section 4: Work Plan**. This one-time fee in our experience increases the success of the “hand-off” process from an existing IT solution provider to SCG.

Engagement and Transition fee (one-time): **\$6,462**

Monthly ongoing Commitment Rate: **\$2,880(8 hours per week)**

Extended Commitment Rate year-over-year:

Year 1 (2021)	Year 2 (2022)	Year 3 (2023)	Year 4 (2024)	Year 5 (2025)
\$2,880	\$2,996	\$3,116	\$3,241	\$3,371

1. Hourly Rate:

The monthly cost proposal table above was prepared using a combination of the resources identified below.

Technician (Level 1)	\$67.00
Technician (Level 2)	\$76.50
Project Manager	\$114.25
System Engineer	\$119.50
Software Developer	\$121.75
SQL DBA	\$121.75
Network Engineer	\$130.00

2. Hours/Days when Normal Service is Available:

Normal service is available Monday through Friday, 7:30 am to 5:30 pm. We will provide services as required by the RFP, additional days for special projects or meetings, to be agreed upon by both parties. We also understand the need for emergency service 24 hours a day, 7 days a week, and there is no additional rate for such services. The same hourly rates apply to any time of day, or day of the week, including holidays and declared emergencies. SCG is prepared to meet the 30-minute remote standby support time for emergency calls outside of normal hours.

3. Travel/Trip Charges (if any):

None

4. Rate(s) for After Hours Work:

The same hourly rates apply to any time of day, or day of the week, including holidays and declared emergencies.

5. Rate(s) on Weekends and Holidays:

Same as above.

6. Any alternate pricing structures (such as a block of hours):

Hours may be purchased as a block for specified projects

7. A monthly payment schedule anticipated which to include the agreed-upon scope of work hours and if applicable, any additional agreed upon contract hourly work for that period. The rates above fixed for five (5) years.

Submitted By:

Signature:

Phillip Danie

Printed/Typed Name:

Phil Danie

Title:

CEO

Date:

February 22, 2021

Contact Sheet

SCG Information Security: **Jason Hennessey** – Jason@Scientiacg.com 877-444-3108

SCG Technology/Licensing: **Phil Danie** – Phil@Scientiacg.com 877-444-3108

SCG Account Manager: **Tony White** – Tony@Scientiacg.com 877-444-3108

CITY OF STANTON

**FIRST AMENDMENT TO
AGREEMENT FOR IT MANAGEMENT AND SUPPORT SERVICES****1. PARTIES AND DATE.**

This First Amendment to the Agreement for IT Management and Support Services (“First Amendment”) is entered into on the ____ day of _____, 2022 by and between the **City of Stanton** (hereinafter referred to as the “City”) and **SDI Presence, LLC**, formerly Scientia Consulting Group, Inc. (hereinafter referred to as the “Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for IT Management and Support Services with Scientia Consulting Group, Inc. (“SCG”) dated March 9, 2021 (“Agreement”).

2.2 Assignment. SCG has been acquired by the IT consultancy and managed services provider of SDI Presence, LLC, and Consultant requests the City’s consent for Consultant to be assigned the performance, benefits, and obligations of the Agreement, pursuant to Section 3 of the Agreement.

2.3 First Amendment. The Parties now desire to amend the Agreement in order to assign the Agreement to Consultant.

3. TERMS.

3.1 Consent to Assignment. Pursuant to Section 3 of this Agreement, the City hereby consents to the assignment of all responsibilities, benefits, and obligations of the Agreement from SCG to Consultant.

3.2 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for IT Management and Support Services on this ____ day of _____, 2022.

CITY OF STANTON

SDI PRESENCE, LLC

By: _____
Zenía Bobadilla
Interim City Manager

By: _____
David A. Gupta, CEO

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2022

SUBJECT: AWARD OF CONTRACT TO RJM DESIGN GROUP TO PROVIDE PROFESSIONAL DESIGN CONSULTING SERVICES FOR THE PREMIER PARK RENOVATION PROJECT (TASK CODE 2022-206)

REPORT IN BRIEF:

Premier Park requires renovation due to outdated play equipment and lack of modern amenities. City staff released a “Request for Proposal” (RFP) soliciting proposals to provide professional design consulting services for the preliminary and final design and all necessary construction documents for the renovation of Premier Park. City staff believes that RJM Design Group is the best qualified to provide professional design consulting services for the Premier Park renovation design and is recommending award of a design contract to that firm.

RECOMMENDED ACTIONS:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(a); and
2. Award a contract to RJM Design Group to provide professional design consulting services for a maximum contract amount of \$88,640.00; and
3. Authorize the Interim City Manager to bind the City of Stanton and RJM Design Group in a contract to provide the services; and
4. Authorize the Interim City Manager to approve contract change orders with RJM Design Group, as needed and determined by City staff, for any contingencies up to \$20,000.00.

BACKGROUND:

Premier Park, located at 8340 Briarwood Street in the City of Stanton, is a 0.90-acre recreational park with a playground, basketball halfcourt, and picnic tables. The existing park needs renovations due to outdated equipment and modern amenities. The City reached out to the community around Premier Park for suggestions for how to improve the park.

The following are amenities requested in the newly renovated Premier Park based on community outreach and City Staff:

- Security lighting
- Shaded seating areas near the playground
- Walking trail/pathway around the perimeter of the Park
- New treehouse themed playground
- New swings
- Play features designed into the rubber surfacing
- Adult fitness equipment
- Additional trash and recycling
- Drinking fountain with refillable bottle station

City staff released a “Request for Proposal” (RFP) soliciting proposals to provide professional design consulting services for the preliminary and final design and development of all necessary construction drawings and documents for the renovation of the park. The RFP was released in a two-envelope format in accordance with the City’s Purchasing Policy and Procedures which requires that at least three design firms be solicited to provide proposals. City staff solicited proposals from multiple firms. The first envelope consists of a written proposal highlighting the firm’s experience and qualifications, and a second separate, sealed envelope contains the fee proposal. The written proposal envelopes are opened, and the enclosed proposals are evaluated by City staff. Once a consensus is reached on the best written proposal, City staff will negotiate a fee with the best qualified consultant. In the event the City cannot negotiate a fee with the best qualified consultant, the City will negotiate a fee with the second ranked consultant, and so on until an agreement is reached. In this way, contract award is based on best-qualified contractor rather than low-bid, which is appropriate for a design contract.

ANALYSIS/JUSTIFICATION:

A Request for Proposals was issued on March 22, 2022 with a proposal due date of May 3, 2022. Three firms provided proposals: David Volz Design, BGB Design Group, and RJM Design Group. The proposals were evaluated by the Public Works Department and the Community Services Department, and City staff came to a consensus that RJM Design Group provided the best proposal.

City staff believes that RJM Design Group is qualified to provide professional design consulting services for the design of renovating City of Stanton’s Premier Park because RJM Design Group has successfully provided park renovation design services to other cities, such as Mission Viejo, Lake Forest, Chino Hills, and Huntington Beach. The total lump sum design fee is \$80,140.00 with reimbursable expenses fee, such as printing, plotting, copying, scanning, photography, graphic expenses, permits, plan check, and inspection fees, and City business License fees, of \$8,500.00.

FISCAL IMPACT:

The adopted budget for the Premier Park Renovation project (Task Code 2022-206) includes \$150,000 for the final design of the park renovation.

ENVIRONMENTAL IMPACT:

The action requested in this report is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(a).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a high-quality infrastructure.

Prepared by:

/s/ Han Sol Yoo

Han Sol Yoo
Associate Engineer

Reviewed by:

/s/ Joe Ames

Joe Ames, P.E., T.E.
Public Works Director / City Engineer

Concurred by:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Zenia Bobadilla

Zenia Bobadilla
Interim City Manager

Attachments:

- A) Draft Professional Services Agreement
- B) RJM Design Group's proposal
- C) RJM Design Group's fee proposal
- D) RJM Design Group's proposed design schedule

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
PREMIER PARK RENOVATION DESIGN CONSULTING SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, 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 **RJM DESIGN GROUP, INC., a CORPORATION**, with its principal place of business at **31591 CAMINO CAPISTRANO, SAN JUAN CAPISTRANO, CA 92675** (“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 **PREMIER PARK RENOVATION DESIGN** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **PREMIER PARK RENOVATION DESIGN** consultant services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **PREMIER PARK RENOVATION DESIGN** project (“Project”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

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

3.1.2 Term. The term of this Agreement shall be from **JUNE 14, 2022** to **DECEMBER 31, 2023** unless earlier terminated as provided herein.

3.2 Responsibilities of Consultant.

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

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

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

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

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

3.2.6 Consultant's Representative. Consultant hereby designates **Larry P. Ryan**, 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 represents 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 or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

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

If the Consultant does not own any company vehicles, Automobile Liability Insurance for HIRED AUTOS and NON-OWNED AUTOS with a limit of not less than \$1,000,000 each accident is required.

- (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) Professional Liability shall be endorsed to provide the following:

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

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

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

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

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

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

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day

written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be

responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **EIGHTY-EIGHT THOUSAND SIX HUNDRED FORTY DOLLARS (\$88,640.00)** ("Total Compensation") without written approval of City's **Public Works Director**. 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:

RJM Design Group
31591 Camino Capistrano
San Juan Capistrano, CA 92675
Attn: **Larry P. Ryan, President**

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Joes Ames, Department of Public Works & Engineering**

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

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that

arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

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 _____, 202_.

CITY OF STANTON

RJM DESIGN GROUP, INC.

By: _____
Zenía Bobadilla
Interim City Manager

By: _____
Name: Larry P. Ryan
Title: President

By: _____
Name: Zachary Mueting
Title: Secretary

ATTEST:

By: _____
Patricia Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

PHASE I – PRELIMINARY DESIGN

Phase I focuses on the preliminary design layout of the Premier Park renovation paired with the new amenities requested by the community. RJM Design Group will review the layout within the context of the neighboring residential homes and the adjacent Briarwood Street.

- a. Conduct kick-off meeting with the City of Stanton to review project scope and objectives, and to refine time schedules. Discuss the project’s location, adjacent development, and community sensitivities.
- b. Prepare site base for the project area in the AutoCAD program, with an aerial survey, providing one-foot contour intervals, and identifying the existing conditions of the site.
- c. Conduct a visual field investigation to photo document existing conditions including public entry points, existing site features, and overall usage by the local community.
- d. Coordination with three (3) different play manufacturers to develop schematic layouts of play equipment with material cut sheets and 3D graphics.
- e. Prepare a preliminary design plan that illustrates a perimeter walking path, shaded seating areas, adult fitness equipment, comprehensive playground area renovation, as well as drinking fountain and trash recycling areas.
- f. Review meeting with Ad Hoc Committee and staff.
- g. Refine plan based on City direction.
- h. Develop a rough order of magnitude construction costs for conceptual design of park for City Staff review.
- i. Prepare for and attend meeting with City Staff to identify the preferred play equipment layout and discuss further refinements to be administered after moving into next phase of design.

Meetings: One (1) Kick-off Meeting with City Staff
 One (1) Site Visit/Field Investigation
 Two (2) Review Meetings with City Staff & City Council Ad-Hoc
 Committee
 One (1) Selection Meeting with City Staff

Deliverables: Three (3) Play Equipment Layouts with 3D Graphics and Material Cut Sheets
 Preliminary Design Plan
 Refined Preliminary Plan
 Rough Order of Magnitude Construction Cost Estimate

PHASE II – FINAL DESIGN

Following the complete review of the preliminary design refinement and the selection of the preferred play equipment line, and approval by the Parks and Recreation Community and/or City Council, the design team will incorporate all comments received to commence the preparation of the Construction Documents. A biddable set of documents will be presented to the City, including plans, technical specifications and an itemized cost estimate with a corresponding bid schedule sheet. All construction document sheets will be 24"x36" in size, and produced at a scale no greater than 1"=20'-0". RJM will provide the complete set of electronic native files and PDF versions, along with signed mylars with full approval from the City. The biddable construction set will consist of the following documents,

- a. Demolition plan to identify all existing elements to be removed, and also those to remain and protected in place.
- b. Grading and Drainage plan prepared by the Civil Engineer to show contours at one-foot intervals, as well as spot grades on relevant features, and indicate slopes to show positive drainage and accessible pathways. The Civil Engineer will also include a domestic water line connection on the plans to the requested drinking fountain/bottle filler.
- c. Construction plan to identify all proposed elements to be installed, with a supplementary set of construction details to show materials, dimensions, reinforcement, and colors as applicable.
- d. Irrigation plans and details outlining the water efficient landscape irrigation system.
- e. Planting plans and details delineating the California friendly plant material to be installed.
- f. Electrical plans to indicate all electrical conduit runs and any lighting features implemented into the design.
- g. Complete set of technical specifications to cover all construction installation requirements and materials.
- h. Fully itemized cost estimate providing quantities and unit pricing from which a bid sheet can be created as part of the bid documentation.
- i. Attend review meeting with City staff to review final plans and specifications to identify additional revisions, and ultimately final approval.
- j. Final production of signed mylars, after official City approval, and preparation of electronic native files for City record.

Deliverables: One (1) 100% Complete Construction Document Set
 One (1) 100% Complete Technical Specifications
 One (1) Itemized Cost Estimate
 One (1) Set of Signed Mylar Sheets
 Complete Set of Electronic Files in PDF & Native Formats

PHASE III – BIDDING SUPPORT & CONSTRUCTION ADMINISTRATION

Once the City is ready to take the project out to bid, RJM will assist the City in providing the required technical information within the scope of work prepared by the design team. In the bid package, a date will be set for all questions concerning the project from perspective bidders to be received, and the Design Team will prepare answers for questions related to the design to be distributed to bidders a minimum of 5 days before construction bids are due. If necessary, the design team will prepare project addendums during the bid period to clarify design issues for distribution to perspective bidders.

After the construction contract has been awarded to a general contractor, RJM will provide construction administration services to ensure the project is installed as designed. The design team will respond to requests for information (RFI's) and review the required project material submittals from the contractor for conformance to the project and City's requirements. Depending upon the schedule and frequency of construction meetings, RJM will attend on a regular basis to confirm the project is installed with the same design intent in order to protect the City's interests in the finished quality of their newest public amenity. These services will be provided on an hourly, as needed basis.

EXHIBIT "B"

SCHEDULE OF SERVICES

RJM Design Group, Inc. provided a Project Schedule to complete the project, as shown below.

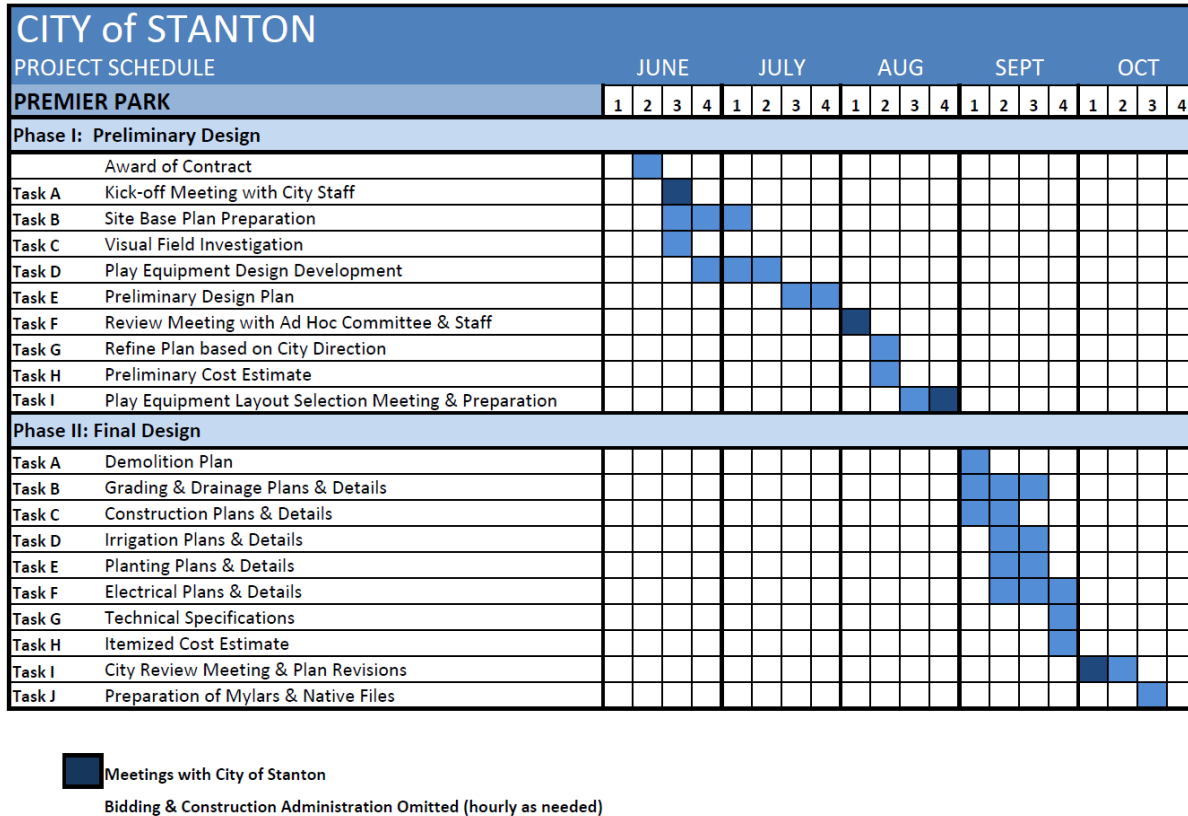



EXHIBIT "C"

COMPENSATION

City of Stanton Premier Park												
Task Description	LEAD CONSULTANT								SUB-CONSULTANTS			PHASE FEE TOTALS
	RJM Design Group								CivTec	FBA	Glasir	
	Principal		Landscape Architect		CADD Technician		Admin.		Civil	Electrical	Irrigation	
Hourly Rate	\$195		\$155		\$125		\$85					
	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Fees	Fees	Fees	
PHASE I - Preliminary Design												
Task A - Kickoff Meeting	4	\$780	4	\$620		\$0		\$0				
Task B - Preparation of Base / Survey		\$0	8	\$1,240		\$0	2	\$170	\$4,890			
Task C - Visual Field Investigation	4	\$780	4	\$620	8	\$1,000		\$0				
Task D - Play Equipment Design Development	8	\$1,560	24	\$3,720	24	\$3,000		\$0				
Task E - Preparation of Preliminary Design Plan	8	\$1,560	24	\$3,720	40	\$5,000	2	\$170			\$940	
Task F - Review Meeting with Ad Hoc Committee & City Staff	4	\$780	4	\$620		\$0		\$0				
Task G - Refinement of Preliminary Plan	8	\$1,560	16	\$2,480	24	\$3,000		\$0				
Task H - Preliminary Cost Estimate	4	\$780	8	\$1,240	4	\$500		\$0				
Task I - Play Equipment Selection & Plan Refinement Meeting	4	\$780	8	\$1,240		\$0		\$0				
PHASE I - SUBTOTALS	24	\$5,460	64	\$10,540	72	\$9,000	4	\$340	\$4,890	\$0	\$940	
PHASE I - TOTAL FEES				\$25,340						\$5,830		\$31,170
PHASE II - Final Design												
Task A - Demolition Plan	2	\$390	4	\$620	16	\$2,000		\$0				
Task B - Grading & Drainage Plans & Details		\$0	4	\$620		\$0	2	\$170	\$11,220			
Task C - Construction Plans & Details	4	\$780	16	\$2,480	24	\$3,000		\$0				
Task D - Irrigation Plans & Details		\$0	4	\$620		\$0	2	\$170			\$5,870	
Task E - Planting Plans & Details	2	\$390	8	\$1,240	16	\$2,000		\$0				
Task F - Electrical Plans & Details		\$0	4	\$620		\$0	2	\$170		\$6,700		
Task G - Technical Specifications	4	\$780	16	\$2,480	4	\$500		\$0				
Task H - Itemized Cost Estimate	2	\$390	8	\$1,240		\$0		\$0				
Task I - City Review Meeting & Plan Revisions	4	\$780	8	\$1,240	16	\$2,000		\$0				
Task J - Preparation of Mylars & Native Files		\$0		\$0	4	\$500		\$0				
PHASE II - SUBTOTALS	18	\$3,510	72	\$11,160	80	\$10,000	6	\$510	\$11,220	\$6,700	\$5,870	
PHASE II - TOTAL FEES				\$25,180						\$23,790		\$48,970
COMBINED PHASE FEE TOTAL				\$50,520					\$16,110	\$6,700	\$6,810	\$80,140
FEE GRAND TOTAL												\$80,140
The above hourly fee breakdown consists of ESTIMATES ONLY. Billings will be based on actual percentage completion of each phase per contracted fixed fee.												
Phase III - Bidding Support & Construction Administration will be completed on an Hourly as Requested basis.												

Fee Proposal

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of Stanton Premier Park. This fee includes all costs to be incurred by RJM Design Group, Inc. and an allowance for reimbursable expenses.

PHASE / TASK	FEE
Phase 1 - Preliminary Design	\$31,170
Phase 2 - Final Design	\$48,970
TOTAL FOR ALL PHASES	\$80,140
Reimbursable Expenses	\$8,500
Total*:	\$88,640

*Note: This fee summary represents our current understanding of the project scope and complexity associated with an estimated construction budget of \$800,000.

REIMBURSABLE EXPENSES (Estimated Allowance \$8,500.00)

When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above professional services fee:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery, shipping, and handling of documents
- Permits, plan check, and inspection fees
- City business license
- Soils testing

PAYMENTS

Payments are due and payable on a monthly basis following the completion of any substantial phase of work. Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1½% of the amount due, compounded monthly.

ADDITIONAL SERVICES

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client's request, reimbursable at Consultant's standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client's direction; changes subsequent to Client's approval; or changes in governmental codes or regulations.
- Design of improvements beyond the designated project site, or due to changes in project phasing schedule.
- Specialized billing or accounting forms, invoices, spreadsheets.
- Engagement of other consultants not specifically identified below.

CONSULTANTS' HOURLY RATES

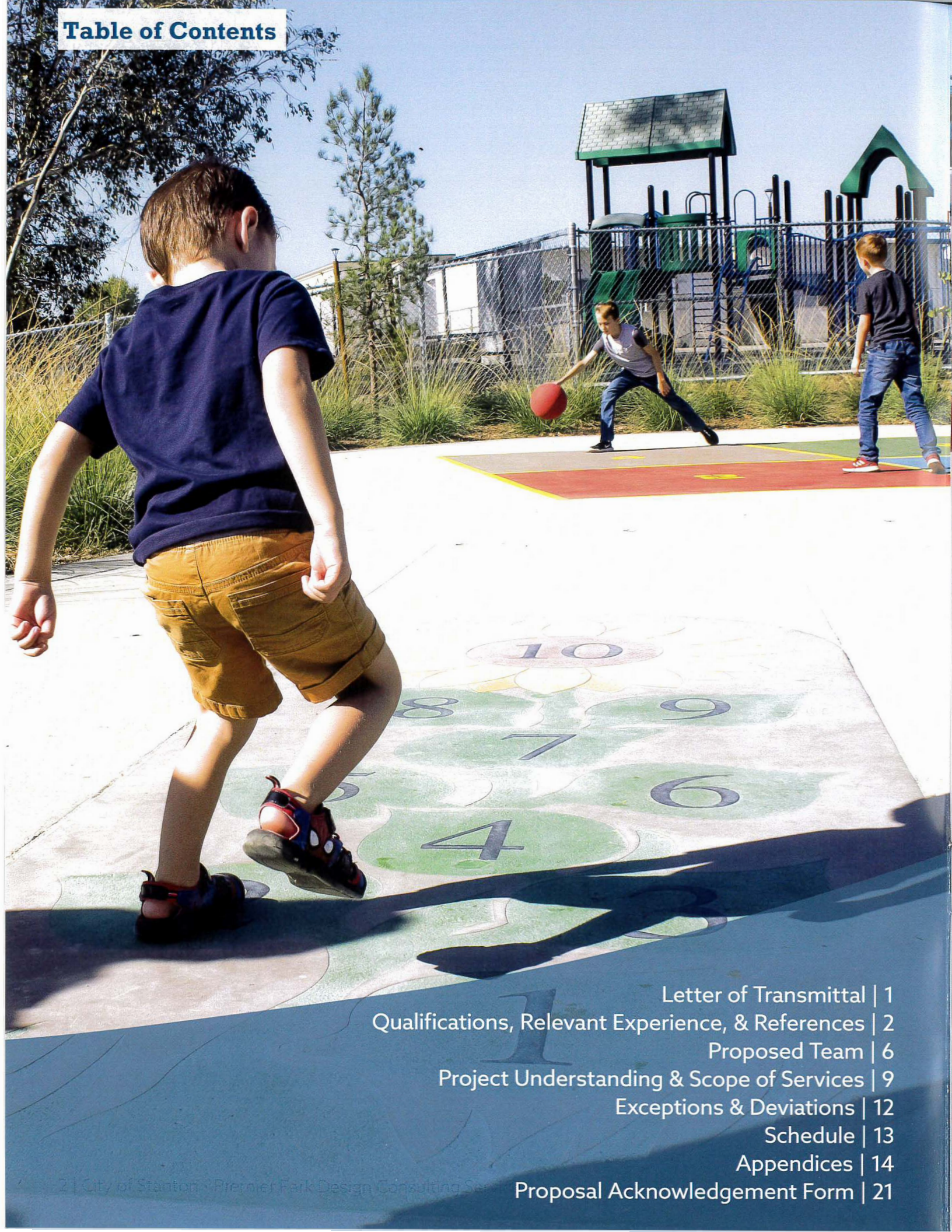
Compensation for additional services will be billed hourly at our standard rates* below:

RJM DESIGN GROUP, INC.	
Principal Landscape Architect	\$195 per hour
Associate Landscape Architect	\$175 per hour
Landscape Architect	\$155 per hour
Job Captain / Landscape Designer	\$140 per hour
CADD Technician / Graphics	\$125 per hour
Clerical	\$85 per hour
CIVTEC (CIVIL ENGINEERING/SURVEY)	
Principal	\$185 per hour
Project Manager	\$150 per hour
Project Engineer	\$125 per hour
Project Surveyor	\$120 per hour
Design Engineer	\$100 per hour
Draftperson	\$75 per hour
Project Assistant	\$60 per hour
2-Man Survey Crew	\$265 per hour
3-Man Survey Crew	\$345 per hour
FBA ENGINEERING	
Principal / Project Director	\$210 per hour
V.P. / Senior Associate	\$160 per hour
Associate / Project Manager	\$160 per hour
Construction Support	\$135 per hour
Electrical Designer	\$110 per hour
CAD / BIM Designer	\$90 per hour
Technical Typist	\$50 per hour
GLASIR	
On-Site Consulting	\$135 per hour
Irrigation Designer	\$110 per hour
Plan Check	\$110 per hour

*Charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2023. Provisions for fee escalation pertain to all contract extensions and additional work.



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Qualifications, Relevant Experience, & References 2
Proposed Team 6
Project Understanding & Scope of Services 9
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Letter of Transmittal

31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
[949] 493-2690 fax
[949] 493-2600 phone

May 3, 2022

Joe Ames
Public Works Director, City Engineer
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

Re: RFP for Premier Park Design Consulting Services

Identification of Proposer: Larry P. Ryan, Principal | RJM Design Group, Inc.
31591 Camino Capistrano, San Juan Capistrano, CA 92675
(949) 493-2600 | larryr@rjmdesigngroup.com

Dear Mr. Ames:

On behalf of RJM Design Group, Inc., we are pleased to submit this proposal for the City of Stanton **Premier Park Design Consulting Services**. We are very excited about the impact this park will have across the Stanton community for decades to come.

This project requires a team with experience in park renovation who will ultimately ensure that the City of Stanton gets a park that is well-designed, within budget, and ready for construction. With RJM's extensive experience in park design and renovation, we believe we have the skills and knowledge necessary to execute this project successfully. Our Scope of Work is based upon the background information provided and defines a timely and efficient approach to addressing the unique elements of the site's characteristics. Our goal is to prepare a functional design that will inspire the community and provide unparalleled recreation opportunities for families to celebrate those special moments in their lives.

Our team has comprehensive experience in creating unique community spaces that meet the needs of the stakeholders and are a source of pride for the community. Our plan is to preserve and enhance the much-loved features of this park and to ultimately create a space that speaks to the Stanton community and creates a "destination" type of experience for your residents.

In accordance with the requirements set forth in the City's RFP, the following statements are provided:

- RJM Design Group has thoroughly examined the work required within this RFP and is capable of performing quality work to achieve the objectives of the City.
- RJM Design Group has received and acknowledges Addendum No. 1 dated April 25, 2022.
- This proposal is valid for a period of not less than 90 calendar days from the date of this submittal.
- All information submitted within this proposal is true and correct.

Thank you providing us the exciting opportunity to present our team and methodology for your consideration. We would be honored to help the City of Stanton bring this project to life. If you have any questions or comments after reviewing this proposal, please do not hesitate to contact us.

Sincerely,
RJM Design Group, Inc.

Larry P. Ryan, ASLA
Principal

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



Qualifications, Related Experience, & References

Established in 1987, RJM Design Group has evolved into a multi-disciplinary landscape architectural, planning, and design firm committed to serving the needs of cities, public agencies, and organizations throughout California. RJM is comprised of talented individuals with varied backgrounds and interests. Among these dynamic professionals are licensed landscape architects, designers, and planners, most of whom are LEED Accredited Professionals. Each person brings a unique, yet complementary experience and passion to the firm, who will be dedicated to the duration of the project as needed.

Firm Legal Name	RJM Design Group, Inc.
Type of Business	California Corporation, SBE
Number of Years in Business	35 Years (Since 1987)
Contact Information	(949) 493-2600
List of Owners	Larry P. Ryan — President, larryr@rjmdesigngroup.com Zachary Muetting — Secretary, zach@rjmdesigngroup.com
Principal Contact	Larry P. Ryan / larryr@rjmdesigngroup.com
Office Location	31591 Camino Capistrano, San Juan Capistrano, CA 92675
Firm Size	17 Personnel
Personnel	(10) Licensed Landscape Architects, Project Managers (5) Technical Support (4) Administrative Support (3) LEED Accredited Professionals (2) Certified Arborists (2) FAA Part 107 Licensed Pilots

WHY RJM?

RJM Design Group, Inc. has over 35 years of experience in park renovation and master planning. Collectively, we have designed dozens of award-winning park renovations throughout California. Our team brings the following specific expertise to the Premier Park Design Consulting Services project.

Firm Stability

As a well-established design firm, RJM Design Group has maintained a financial status of strength and stability, with positive cash flow, ample financing capabilities, and long-term banking relationships. RJM Design Group, Inc. has never been involved in any bankruptcy or re-organization proceedings, and the firm is not subject to any pending litigation. No conditions exist that could impede the firm's ability to complete this project. RJM Design Group, Inc. is not presently debarred, suspended, or otherwise prohibited from professional practice or working with any federal, state, local or public agency, and the firm is not subject to any pending actions. The firm has never encountered financial difficulty in the completion of projects of any size.

Park Renovation Experience

RJM Design Group has extensive experience with park design and park renovation. Our process, from site analysis and evaluation through to construction administration, is always executed thoroughly and thoughtfully. Much of the work we have done with our clients involves renovation and redesign. To that end, RJM Design Group is well-prepared to evaluate existing site conditions, anticipate conflicts, and develop a new design that successfully fuses with existing infrastructure. Additionally, our subconsultant team members are experts in their craft and will provide in-depth on-site analysis and redesign.

Seasoned Staff/Consistency

Noteworthy to our proposal, and unique when compared to other firms, is that RJM holds long term relationships with our internal staff and our subconsultants. Many of our senior staff members who pioneered the start of RJM are still with our company today. Our senior staff members come with decades of industry experience and are considered to be experts in their field of work. Similarly, we've established longevity with our subconsultants and have worked with many of them for over 20 years.

Project Budget & Schedule

At RJM Design Group, we pride ourselves on projects that are delivered on-time and within budget. We produce coordinated and detail-oriented plans and specifications in order to succeed in this public bid arena. The vast majority of our project experience is designing and building projects for the public sector. In turn, the majority of our clients are long term relationships that are the bi-product of our commitment to service and our proven record of performance. As such, we are extremely aware of the public bid process and proven methods for how to best deal with "low bid" public works contractors. We also are well-versed in developing accurate cost estimates that are based on our extensive library of current bid line items.

Community Prioritization & Engagement

RJM Design Group is dedicated to creating spaces that are community inspired, which is why we have developed a top-notch public engagement strategy for our clients. We will assist the City with the development of a communications plan with easy-to-deploy tools that enable a two-way dialogue with the community. Our goal is to bring the community together by providing a comprehensive community outreach process, while meeting client and budget needs, that maintains the vision and expectations for everyone.

Innovative Design

At RJM, we understand the importance of creating designs that are both innovative and flexible. With trends in outdoor activities changing year over year, it is essential to incorporate flexible and multi-functional amenities into our designs. Not only does this keep a community engaged in an environment, but it also allows for easier conversion/transformation with minimal effort by the City and/or stakeholders. Our goal is to fuse innovative design with what the public wants, ultimately creating a space that can be enjoyed for years to come.



RJM Office| San Juan Capistrano, CA

Qualifications, Relevant Experience, & References (continued)

SUBCONSULTANT TEAM

NAME & PROPOSED ROLE	ADDRESS	PHONE	EMAIL	ROLES & RESPONSIBILITIES
civTEC Tom Carcelli Civil Engineer	999 Corporate Dr., Suite 100, Ladera Ranch, CA 92694	(949) 463-8822	tec@civtec.net	Civil engineering, grading & drainage, water & sewer, horiz. control
FBA Engineering Bill Zavrsnick Electrical Engineer	150 Paularino Avenue, Suite A120, Costa Mesa, CA 92626	(949) 852-9995	billz@fbaengr.com	Electrical engineering, lighting, electrical connections, power supply
Glasir Design Chris Curry Irrigation Designer	424 New Jersey Lane, Placentia, CA 92870	(714) 514-9930	chris@glasirdesign.com	Irrigation design



Los Serranos Park • Chino Hills, CA (RJM Project)

References

RJM Design Group, Inc. offers its clients personalized service that is delivered on time and within budget. The principals of RJM maintain personal involvement in all aspects of the project. Our success is based on our ability to perform, meeting the needs of the client and the project. Please feel free to contact all our references as we are sure they will share their success stories of projects we have helped them accomplish.



Eric Lopez
Public Works Director
CITY OF LONG BEACH
333 W. Ocean Blvd
Long Beach, CA 90802
(562) 570-6256 | Eric.Lopez@longbeach.gov
Years RJM has worked with contact: 25

Services Provided:
Plan Check, On-Call Landscape
Architecture Services,
Conceptual Design, Design
Development, Construction
Documents, Construction
Administration



Keith Rattay
Assistant City Manager, Director of Public
Services
CITY OF MISSION VIEJO
200 Civic Center
Mission Viejo, CA 92691
(949) 470-3018 | Krattay@cityofmissionviejo.org
Years RJM has worked with contact: 30

Services Provided:
Plan Check, On-Call
Landscape Architecture
Services, Conceptual Design,
Design Development,
Construction Documents,
Construction Administration



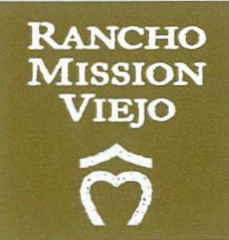
Chris Slama
Director of Community & Library Services
CITY OF HUNTINGTON BEACH
2000 Main Street
Huntington Beach, CA 92648
(949) 536-5495 | Cslama@surfcity-hb.org
Years RJM has worked with contact: 12

Services Provided:
Plan Check, On-Call Landscape
Architecture Services,
Conceptual Design, Design
Development, Construction
Documents, Construction
Administration



Grissel Chavez
Director of Public Works
CITY OF BELL GARDENS
7100 Garfield Avenue
Bell Gardens, CA 90201
(562) 806-7770 | GChavez@bellgardens.org
Years RJM has worked with contact: 10

Services Provided:
Landscape Architecture
Services, Conceptual Design,
Design Development,
Construction Documents,
Construction Administration



Jennifer Taylor
Senior Project Manager
RANCHO MISSION VIEJO
28811 Ortega Highway
San Juan Capistrano, CA 92693
(949) 240-3363 | Jtaylor@ranchomv.com
Years RJM has worked with contact: 8

Services Provided:
Landscape Architecture
Services, Conceptual Design,
Design Development,
Construction Documents,
Construction Administration

Proposed Team

City of
Stanton

Larry P. Ryan
Principal
RJM Design Group

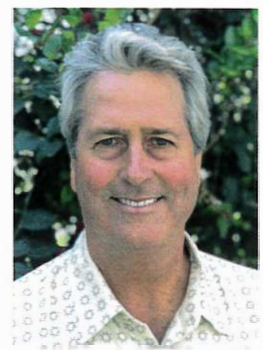
Andrew Steen
Landscape Architect
RJM Design Group

Tom Carcelli
Civil Engineer
civTEC

Bill Zavrnick
Electrical
Engineer
FBA

Chris Curry
Irrigation
Glasir

Key personnel will be available to the extent proposed for the duration of the project. We acknowledge that no person designated as "key" to the project shall be removed or replaced without prior written concurrence of the City.



Larry P. Ryan PLA, ASLA
Principal-in-Charge
RJM Design Group, Inc.
Larry Ryan's passion for creating meaningful public spaces for people to enjoy led him to co-found RJM Design Group over 34 years ago. The long-term relationships that he develops and maintains with clients, spans decades. He has worked with numerous communities throughout California and Nevada, where his project involvement encompasses all phases of development for our municipal clients.

Licenses

- Landscape Architect / CA 2502 / AZ 25241 / NV 366 / OR 1072 / ID 16919

Education

- Bachelor of Science, Landscape Architecture, California Polytechnic State University, Pomona

Parks

- Alicia Park, Mission Viejo, CA
- Aurora Park, Mission Viejo, CA
- Bonita Creek Park Renovation, Newport Beach, CA
- Cedar Grove Park, Tustin, CA
- Cesar E. Chavez Park, Long Beach, CA
- Citrus Ranch Park, Tustin, CA
- College Park, Oxnard, CA
- Florence Joyner Olympiad Park, Mission Viejo, CA
- Grant Howald Park, Newport Beach, CA
- Heritage Park, Tustin, CA
- Long Beach Integration Plan, Long Beach, CA
- Mariners Park Renovation, Newport Beach, CA
- Ontario Town Square, Ontario, CA
- Portola Park, Lake Forest, CA
- Veterans Memorial Park, Carlsbad, CA

Community Centers

- Adult Recreation & Senior Center, Glendale, CA
- Cesar Chavez Community Center, Long Beach, CA
- Chino Hills Community Center, Chino Hills, CA
- Fullerton Community Center, Fullerton, CA
- Lake Forest Sports Park, Lake Forest, CA
- Norman P. Murray Community Center, Mission Viejo, CA
- Rancho Cucamonga Community & Senior Center, Rancho Cucamonga, CA
- Victoria Gardens Cultural Center, Rancho Cucamonga, CA



Andrew Steen, LLA,
Certified Arborist
Project Manager
RJM Design Group, Inc.
Andy Steen has been a part of RJM Design Group since 2014. He is a licensed landscape architect and certified arborist, with a strong background in landscape materials, construction, and detailing. With over 18 years of experience designing parks and community facilities, Andy has a unique way of blending old techniques with modern design ideas. He has served as Project Manager on many park design projects. Andy offers organizational, communication, and team coordination skills that contribute to the success of any project large or small.

Licenses

- Landscape Architect/ CA 5858
- Certified Arborist WE-9969A
- Tree Risk Assessment Qualification
- FAA Certified UAV Pilot
- Notary Public

Education

- Bachelor of Science, Environmental Planning and Design, Landscape Architecture, Rutgers University, State University of New Jersey (2003)

Parks

- Cherry Park, Lake Forest, CA
- Cordova Park, Mission Viejo, CA
- Drake Chavez Park, Long Beach, CA
- Larry Gury Community Park, Sacramento, CA
- Los Serranos Park, Chino Valley Unified School District, Chino Hills, CA
- Murdy Park, Huntington Beach, CA
- Nottoli Community Park, Sacramento, CA
- Pinehurst Park, Chino Hills, CA
- Portola Park, Lake Forest, CA
- Worthy Park, Huntington Beach, CA
- Yorba Linda Adventure Playground, Yorba Linda, CA



Tom Carcelli
Civil Engineer

civTEC

Tom Carcelli has over 25 years of experience in the civil engineering field with particular emphasis on parks and recreation, commercial/industrial, education and public works projects. His extensive design and management experience in all phases of civil engineering for land development projects throughout Southern California includes grading, water quality, hydrology, hydraulics, storm drain, water/sewer, survey/mapping and street design. Tom has been in charge as a project manager on over 100 projects from master planning to construction with RJM Design Group over the past 20 years.

Education

- BS, Civil Engineering, University of California, Irvine, 1988
- Masters in Architecture, California State Polytechnic University, Pomona, 1994

Licenses

- Registered Civil Engineer/CA #81640
- Qualified SWPPP Developer (QSD) — C-81640

Dog Parks

- Dali Dog Park, Rowland Heights, CA
- La Paws Dog Park, Mission Viejo CA
- Portola Dog Park, Lake Forest, CA

Parks

- Bommer Canyon Community Park, Irvine, CA
- Cordova Park, Mission Viejo, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- Grand Avenue Park, Chino Hills, CA
- Grant Howald Park, Newport Beach, CA
- Joe Balderrama Park, Oceanside, CA
- Los Serranos Park, Chino Hills, CA
- Multiple Park Improvements, Lake Forest, CA
- Murdy Park, Huntington Beach, CA
- Santa Clarita Central Park, Santa Clarita, CA
- Santa Monica Sports Field, Santa Monica, CA
- Veterans Memorial Park, Carlsbad, CA
- Yorba Linda Adventure Playground, Yorba Linda, CA

Proposed Team (continued)

William Zavrsnick LEED **FBA ENGINEERING**
APLLA, ASLA
Electrical Engineer
FBA Engineering

William Zavrsnick has 30 years of experience and has been active in the electrical engineering field since joining FBA in 1985. His experience includes the electrical design of Public Works, Parks and Recreation Facilities. He is particularly experienced in the design and development of electrical power distribution, general, specialized and event power systems, outdoor, security and sports field lighting systems, lighting photometric studies, phased construction projects and familiar with public bid type projects and construction.

Education

- BS Civil Engineering/Mount Hood College, Oregon

Certifications

- LEED Accredited Professional – LEED AP
- Illuminating Engineering Society – IES
- Institute of Electrical and Electronic Engineers – IEEE American Institute of Architects – AIA
- Electrical Engineering – Los Angeles County

Relevant Project Experience

- Adventure Play Area, Yorba Linda, CA
- Anthony Munoz Community Park, Ontario, CA
- Bommer Park Rehabilitation, Irvine, CA
- Esencia Sports Park and Aquatic Recreational Facility, Rancho Mission Viejo, CA
- Ford Park Aquatic Center, Bell Gardens, CA
- Fullerton Community Center, Fullerton, CA
- Laguna Hills City Parks, Laguna Hills, CA
- Los Serranos Park, Chino Hills, CA
- Portola Dog Park, Lake Forest, CA
- Rynerson Dog Park, Lakewood, CA
- Whittier Dog Park, Whittier, CA
- Worthy Park Renovation, Huntington Beach, CA

Chris Curry
Irrigation
Glaser Design

GLASIR DESIGN

Chris Curry has over 15 years experience in irrigation design, landscape architecture, and landscape construction. His focus is on the efficient use of water in the landscape. He has been rewarded for his efforts by being chosen by the United States Environmental Protection Agency as the WaterSense Irrigation Partner of the year for 2011. The fact that he is only the second irrigation design consultant chosen for this award is a testament to his commitment to the environment through sound water conservation practices. Mr. Curry is a leader in the irrigation industry; his expertise is called upon by manufactures, cities, and water districts. He has designed irrigation systems ranging from custom residential to multi-phase master planned communities containing over 2,200 homes. His designs have included low flow drip irrigation; high flow sports fields with pumps; slopes for Caltrans; and temporary irrigation systems for wetlands reclamation. Mr. Curry's experience also includes in-house irrigation design and construction oversight for a large design build contractor in Southern California.

Education

- B.S. Landscape Irrigation Science / California Polytechnic University, Pomona, California

Licenses

- US Environmental Protection Agency (EPA) WaterSense Irrigation Partner - Selected the 2011 EPA WaterSense Irrigation Partner of the year
- Professional Member of the American Society of Irrigation Consultants - 2011 Southern California Chapter President
- Irrigation Association (IA) Certified Irrigation Designer (CID) Landscape and Golf Sections
- IA Certified Landscape Irrigation Auditor (CLIA)

Related Project Experience

- Fillmore Aquatics & Tennis Complex, Fillmore, CA
- Santa Clarita Sports Complex & Aquatic Center, Santa Clarita, CA
- Redhawk (Dog) Park Improvements, Temecula, CA
- Central Park Master Plan Revision, Rancho Cucamonga, CA
- Lake Forest Sports Park, Lake Forest, CA
- Willow Heights Residential in Diamond Bar, Lennar Homes
- Drake Soccer Field, Long Beach, CA
- Bonita Creek Field Renovation, Newport Beach, CA
- North Beach Improvements, Lake Mission Viejo Association, CA
- Central Park Tennis Complex, Santa Clarita, CA
- Worthy Park Renovation, Huntington Beach, CA
- Admiral Kidd and Seaside Park Field Renovations, Long Beach, CA
- Los Amigos Park, Rancho Cucamonga, CA
- Portola Park & Dog Park, Lake Forest, CA
- Santa Monica Civic Center Sports Fields, Santa Monica, CA

Project Understanding

Our approach in providing park design services to meet the client's needs focuses on an interactive process between City staff, the Stanton community, and RJM Design Group. Our proposed methodology is both efficient and effective, and our key team members are well-equipped to undertake the work proposed in this RFP. RJM and the subconsultant team chosen for this project have extensive experience in park renovation and playground design. RJM Design Group is in good financial standing, with no record of bankruptcy, pending litigation, or other adverse conditions.

The renovation of Premier Park will include

- a walking path around the perimeter of the park with security lighting,
- shaded seating areas near the playground,
- the addition of adult fitness equipment with an adjacent drinking fountain/bottle filler,
- a complete overhaul of the play area to include a treehouse theme with swings, resilient rubber surfacing with integrated shaded seating areas,
- additional trash and recycling receptacles

Our accessible playground design process involves the assimilation of elements to add play value by challenging developmental abilities, both physical and mental, provides opportunities for discovery and stimulates the senses and encourages social interaction and learning. Our goal is to create a playground that has layers of design elements, enabling children of all ages and abilities to participate and play.



Scope of Services

PHASE I – PRELIMINARY DESIGN

Phase I focuses on the preliminary design layout of the Premier Park renovation paired with the new amenities requested by the community. RJM Design Group will review the layout within the context of the neighboring residential homes and the adjacent Briarwood Street.

- a. Conduct kick-off meeting with the City of Stanton to review project scope and objectives, and to refine time schedules. Discuss the project’s location, adjacent development, and community sensitivities.
- b. Prepare site base for the project area in the AutoCAD program, with an aerial survey, providing one-foot contour intervals, and identifying the existing conditions of the site.
- c. Conduct a visual field investigation to photo document existing conditions including public entry points, existing site features, and overall usage by the local community.
- d. Coordination with three (3) different play manufacturers to develop schematic layouts of play equipment with material cut sheets and 3D graphics.
- e. Prepare a preliminary design plan that illustrates a perimeter walking path, shaded seating areas, adult fitness equipment, comprehensive playground area renovation, as well as drinking fountain and trash recycling areas.
- f. Review meeting with Ad Hoc Committee and staff.
- g. Refine plan based on City direction.
- h. Develop a rough order of magnitude construction costs for conceptual design of park for City Staff review.
- i. Prepare for and attend meeting with City Staff to identify the preferred play equipment layout and discuss further refinements to be administered after moving into next phase of design.

Meetings: One (1) Kick-off Meeting with City Staff
 One (1) Site Visit/Field Investigation
 Two (2) Review Meetings with City Staff & City Council Ad-Hoc Committee
 One (1) Selection Meeting with City Staff

Deliverables: Three (3) Play Equipment Layouts with 3D Graphics and Material Cut Sheets
 Preliminary Design Plan
 Refined Preliminary Plan
 Rough Order of Magnitude Construction Cost Estimate

PHASE II – FINAL DESIGN

Following the complete review of the preliminary design refinement and the selection of the preferred play equipment line, and approval by the Parks and Recreation Community and/or City Council, the design team will incorporate all comments received to commence the preparation of the Construction Documents. A biddable set of documents will be presented to the City, including plans, technical specifications and an itemized cost estimate with a corresponding bid schedule sheet. All construction document sheets will be 24"x36" in size, and produced at a scale no greater than 1"=20'-0". RJM will provide the complete set of electronic native files and PDF versions, along with signed mylars with full approval from the City. The biddable construction set will consist of the following documents,

- a. Demolition plan to identify all existing elements to be removed, and also those to remain and protected in place.
- b. Grading and Drainage plan prepared by the Civil Engineer to show contours at one-foot intervals, as well as spot grades on relevant features, and indicate slopes to show positive drainage and accessible pathways. The Civil Engineer will also include a domestic water line connection on the plans to the requested drinking fountain/bottle filler.
- c. Construction plan to identify all proposed elements to be installed, with a supplementary set of construction details to show materials, dimensions, reinforcement, and colors as applicable.
- d. Irrigation plans and details outlining the water efficient landscape irrigation system.
- e. Planting plans and details delineating the California friendly plant material to be installed.
- f. Electrical plans to indicate all electrical conduit runs and any lighting features implemented into the design.
- g. Complete set of technical specifications to cover all construction installation requirements and materials.
- h. Fully itemized cost estimate providing quantities and unit pricing from which a bid sheet can be created as part of the bid documentation.
- i. Attend review meeting with City staff to review final plans and specifications to identify additional revisions, and ultimately final approval.
- j. Final production of signed mylars, after official City approval, and preparation of electronic native files for City record.

Deliverables: One (1) 100% Complete Construction Document Set
 One (1) 100% Complete Technical Specifications
 One (1) Itemized Cost Estimate
 One (1) Set of Signed Mylar Sheets
 Complete Set of Electronic Files in PDF & Native Formats

PHASE III – BIDDING SUPPORT & CONSTRUCTION ADMINISTRATION

Once the City is ready to take the project out to bid, RJM will assist the City in providing the required technical information within the scope of work prepared by the design team. In the bid package, a date will be set for all questions concerning the project from perspective bidders to be received, and the Design Team will prepare answers for questions related to the design to be distributed to bidders a minimum of 5 days before construction bids are due. If necessary, the design team will prepare project addendums during the bid period to clarify design issues for distribution to perspective bidders.

After the construction contract has been awarded to a general contractor, RJM will provide construction administration services to ensure the project is installed as designed. The design team will respond to requests for information (RFI’s) and review the required project material submittals from the contractor for conformance to the project and City’s requirements. Depending upon the schedule and frequency of construction meetings, RJM will attend on a regular basis to confirm the project is installed with the same design intent in order to protect the City’s interests in the finished quality of their newest public amenity. These services will be provided on an hourly, as needed basis.

Exceptions & Deviations

RJM DESIGN GROUP, INC. has established a reputation of integrity and professionalism within our industry. Our due diligence in performing client services begins with our proposal preparation, contract review and negotiation, and carries through to project completion.

We have reviewed the Professional Services Agreement for the Premier Park Design Consulting Services project with the City of Stanton. As part of this review, we identify items which may not conform to the terms of our insurance coverage and/or to California Civil Code section 2782.8 which regulates contracts between public agencies and design professionals. Upon selection for this project, we would like to discuss the following requested changes pertaining to the Professional Services Agreement. All suggested additions and/or deletions to the contract language are in blue.

Page 4 - 3. Terms, 3.2 Responsibilities of Consultant, 3.2.8 Standard of Care; Performance of Employees, (line 5):

... necessary to perform the Services. Consultant warrants represents that all employees...

Page 4 - 3. Terms, 3.2 Responsibilities of Consultant, 3.2.9 Laws and Regulations, (line 3):

... the performance of the Project or the Services, including all....

Page 5 - 3. Terms, 3.2 Responsibilities of Consultant, 3.2.10 Insurance, 3.2.10.2 Types of Insurance Required, (b), (line 4):

... \$1,000,000 each accident. If Consultant does not own any company vehicles, Automobile Liability Insurance for Hired Autos and Non-Owned Autos with a limit of not less than \$1,000,000 each accident is required.

Page 11 - 3. Terms, 3.5 General Provisions, 3.5.6 Indemnification, (lines 1-2):

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify, and hold the City harmless....

Schedule

CITY of STANTON																
PROJECT SCHEDULE																
PREMIER PARK																
	JUNE				JULY				AUG				SEPT			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Phase I: Preliminary Design																
Award of Contract																
Task A																
Meet with City Staff to Review Scope, Schedule, etc.																
Task B																
Survey & Site Base Plan Preparation																
Task C																
Visual Field Investigation																
Task D1																
Play Equipment Design Development																
Task D2																
Community/Committee Review & Preparation																
Task E																
Preliminary Cost Estimate																
Task F																
Play Equipment Layout Selection Meeting & Preparation																
Phase II: Final Design																
Task A																
Demolition Plan																
Task B																
Grading & Drainage Plans & Details																
Task C																
Construction Plans & Details																
Task D1																
Irrigation Plans & Details																
Task D2																
Planting Plans & Details																
Task E																
Electrical Plans & Details																
Task F																
Technical Specifications																
Task G																
Itemized Cost Estimate																
Task H																
City Review Meeting & Plan Revisions																
Task I																
Preparation of Mylars & Native Files																

Community Meetings (Key Date)

Meetings with City of Stanton

Bidding & Construction Administration Omitted (Hourly as Needed)

Project Experience



Cordova Park Renovation

Mission Viejo, CA

Completion Date:	2018	Client Reference
Project Size:	4 Acres	Keith Rattay
Design Cost:	\$44,500	Assistant City Manager
Construction Cost:	\$1.18M	City of Mission Viejo
		200 Civic Center Drive
		Mission Viejo, CA 92691
		(949) 470-3014 krattay@cityofmissionviejo.org

Project Summary

The Cordova Park renovation encompassed a complete overhaul of the existing play area, as well as the addition of improvements to the trail system through the neighbouring greenbelt. Outdated play equipment and safety surfacing was replaced with the latest in modern play features and rubber surfacing, dubbing the new area as "The Hive." Littered with thematic play elements, interpretive educational signage, color schemes, and even sculptural elements, park visitors are engaged not only physically but intellectually. Hexagonal-shaped conversational seating areas dot the play area like a honeycomb, pulling parents into the acts of play.

Wooden split-rail fences keep children safe by corralling them along the asphalt trails, away from the surrounding residential streets and into the play area. The trails were all re-surfaced and finished with pedestrian lighting to keep the greenbelt safe and visible for residents.

Project Team

Principal:	Larry Ryan
Project Manager:	Eric Chastain
Job Captain:	Andrew Steen



Cherry Park

Lake Forest, CA

Project Timeline:	2019 - 2021	Client Reference
Project Size:	4.5 acres	Doug Erdman
Design Cost:	\$80,000	Engineering Manager / Assistant City Engineer
Construction Cost:	\$1.75M	City of Lake Forest
		100 Civic Center Drive
		Lake Forest, CA 92630
		(949) 282-5233 derdman@lakeforestca.gov

Project Summary

As part of a massive overhaul of their existing park system, the City of Lake Forest elected RJM Design Group to redesign and renovate ten parks throughout the municipality. RJM kicked off the project by holding a series of community workshops to solicit ideas from residents for the desired amenities in their neighborhood parks.

RJM developed conceptual designs for the ten parks with the input from the community, which were reviewed, refined, and approved by the City prior to the start of construction document development. Bid documents were put together in an expeditious manner, allowing the City to prioritize the renovation of each park in a balanced schedule.

Cherry Park acted as the crown jewel of the renovations, designed to be an all inclusive facility for residents of all abilities to enjoy. The playful design boasts a variety of activities, and a splash of color, thrilling visitors of all ages, and drawing them into the fun.

Project Team

Principal:	Larry Ryan
Project Manager:	Andrew Steen



Project Experience



Pavion Park

Mission Viejo, CA

Project Timeline: 2013-2015
Project Size: 0.9 acres
Design Cost: \$120,000
Construction Cost: \$1M

Client Reference
Keith Rattay
Assistant City Manager
City of Mission Viejo
200 Civic Center Drive
Mission Viejo, CA 92691
(949) 470-3014 | krattay@cityofmissionviejo.org

Project Summary

Originally built in 1988, Pavion Park was Orange County's first Accessible Playground and was recently updated to a Universal Access Play Area. The park is adjacent to Phillip J. Reilly School, a regional school for programs focused on children with disabilities.

With the mixture of play elements and shaded seating areas amongst the landscaping, the playground was transformed into a barrier-free play area full of learning experiences. The park has incorporated educational opportunities based upon features of the nearby Oso Creek.

The new park features three (3) different types of swings, a climbing boulder, benches, and picnic tables. Unique features such as animal footprints in the resilient surfacing lead you from an information panel to a cut out of the animal itself. The park also includes a sensory maze providing lessons on numbers, colors, shapes, and the alphabet.

Project Team

Principal: Larry Ryan
Project Manager: Eric Chastain
Job Captain: Andrew Steen



Portola Park

Lake Forest, CA

Completion Date: 2020
Project Size: 6.34 acres
Design Cost: \$316,000
Construction Cost: \$4.9M

Client Reference
Doug Erdman
Engineering Manager / Assistant City Engineer
City of Lake Forest
100 Civic Center Drive
Lake Forest, CA 92630
(949) 282-5233 | derdman@lakeforestca.gov

Project Summary

Portola Park is a new 6.34 acre park located at the intersection of Glenn Ranch Road and Saddleback Ranch Road in Lake Forest. It is located near the new Iron Ridge community. The park provides many passive and active amenities for visitors, as well as fantastic overviews of the nearby open space.

Portola Park contains three (3) pickleball courts, which are the first public pickleball courts in the City. A large playground offers varied play opportunities, with a climbing net, musical play elements, a large shaded play structure, and swings. Other active elements include one (1) outdoor sand volleyball court, several exercise stations, and an open turf area large enough to fit a U12 youth soccer field. The park also contains multiple shaded seating and gathering spaces, a restroom, drinking fountains, and a large picnic shelter. A perimeter walking trail winds throughout the park and connects with existing local trails. This trail system provides access throughout the region and includes hiking trail connections, such as to the nearby Whiting Ranch Wilderness Park.

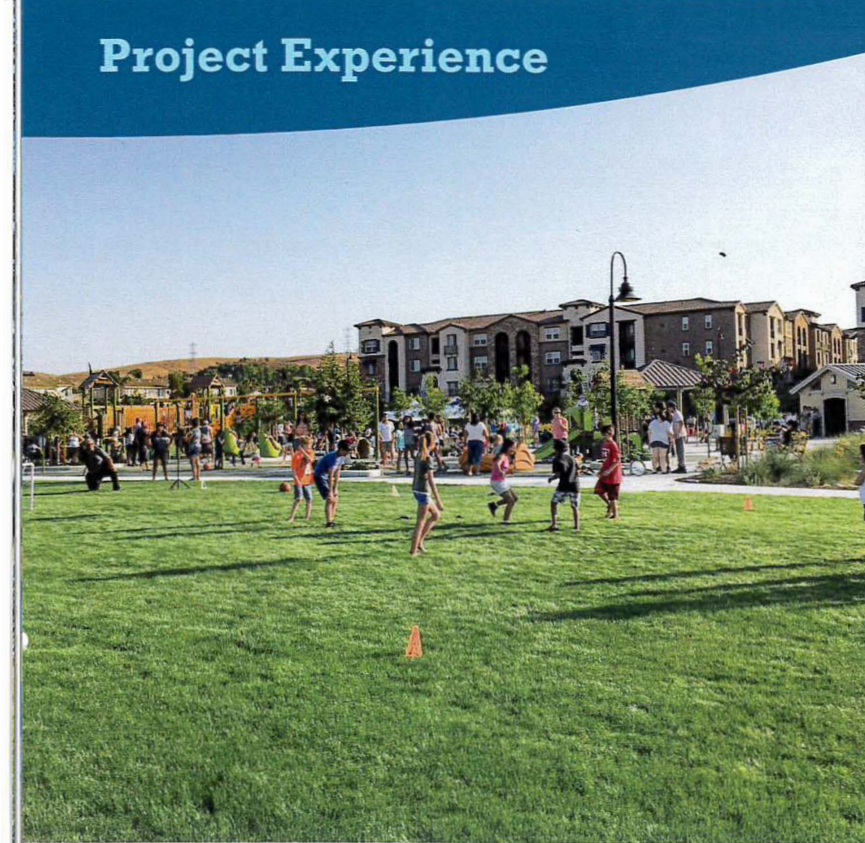
The park also includes a new dog park accessible by a meandering walkway from the larger Portola Park. The dog park contains separate areas for large and small dogs. A third space is open during maintenance of the other two dog play areas. The dog park includes doggie drinking fountains and dog agility equipment. Shaded seating and DG walkways within and around the perimeter allow easy access for human users.

Project Team

Principal: Larry P. Ryan
Project Manager: Craig Sensenbach
Job Captain: Andrew Steen



Project Experience



Pinehurst Park

Chino Hills, CA

Start/End Dates: Nov 2014 - Jul 2017
Project Size: 1.4 Acres
Design Cost: \$ 243,000
Construction Cost: \$ 3.9 M

Client Reference
Jonathan Marshall, Community Services Director
City of Chino Hills
14000 City Center Drive
Chino Hills, CA 91709
(909) 364-2711 | jmarshall@chinohills.org

Project Summary

The City of Chino Hills worked hand-in-hand with Avalon Bay Communities to develop a neighborhood park that serviced the new condominium complex being constructed as well as the adjacent single family neighborhoods that surrounded the area. The 14 acre site allowed for large swaths of turf for multi-use recreation, full-court basketball for tournaments, and walking paths that circled around the site providing visitors with a 1/2 mile loop. Anchoring the park was the arched, open air trellis structure, flanked on either end by a large picnic shelter that provided party rental opportunities and a restroom building on the opposite end. The 6,300 square foot play area was surfaced with resilient rubber matting making it completely accessible. Conversational seating areas for parents were tucked into the area to make them part of the play experience.

The park's proximity to the Chino Valley Freeway Route 71 allowed residents to monitor the construction progress of the park making it one of the most anticipated facility openings for the City.

Project Team

Principal: Larry Ryan
Project Manager: Andrew Steen



Grant Howald Park

Newport Beach, CA

Start/End Dates: October 2018 — August 2021
Design Costs: \$256,000
Construction Costs: \$ 6.3M

Client Reference
Kathryne Cho, Civil Engineer
Public Works Department
(949) 644-3014

Project Summary

Grant Howald Park is a 3.5 acre park that has been serving the community of Newport Beach since 1954 as a popular community destination with a large multi-purpose field space, restroom building, parking, and tot lot. The park is directly adjacent to the CYC (Community Youth Center), an elementary school, and is nestled in the Harbor View neighborhood of Corona Del Mar. RJM assisted the City in preparing a preliminary conceptual design plan with input from the City's Public Works Department, Parks Beaches and Recreation, and Ad Hoc committee. Further input was derived from the community through a community workshop project run by RJM and City staff to prepare a schematic design package for City Council approval.

Proposed improvements of the park rehabilitation include a new synthetic turf multipurpose sports field, team staging area, improved parking lot and ADA access, new pedestrian streetscape condition with undergrounding of sse above ground utilities, new 2-5 and 5-12 tot lot's with connected inclusive and accessible play opportunities, and new park amenities such as benches, drinking fountains, bike racks, trash receptacles, and shade shelters. RJM then prepared a design development package to detail the exact elements for construction and demolition that have guided the development of the construction document drawings and specifications.

Project Team

Principal: Craig Sensenbach
Project Manager: Tamara McClory



Project Experience



Worthy Park Renovation

Huntington Beach, CA

Completion Date: 2017
Project Size: 1.2 Acres
Design Cost: \$ 1.49 Million
Construction Cost: \$ 1.75 Million

Client Reference
Chris Slama
Director of Community & Library Services
City of Huntington Beach
(714) 536-5495
cslama@surfcity-hb.org

Project Summary

In 2014, RJM Design Group completed a preliminary study of the existing conditions and the possible improvements to park amenities that could be made to update the existing Worthy Park site. Given the park's proximity to City Hall and the adjacent Huntington Beach High School, the site was very visible and showing signs of age. A racquetball court building, that had been shuttered nearly 10 years prior due to the waning interest in the sport, stood right in the center of the park in severe disrepair. The full-size basketball courts had been taken over by the surge in popularity of pickleball with the local community.

The racquetball building was razed giving way to a natural turf practice field, the basketball courts were converted to four pickleball courts, and new play equipment and a picnic shelter compliment the site. Residents have overwhelmingly responded to the facelift, and are now requesting that the other portions of the park be updated to match.

Project Team

Principal: Zachary Mueting
Project Manager: Andrew Steen



Proposal Acknowledgement Form




EXHIBIT C

PROPOSAL ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges receipt of addenda number(s) 1, if any.

By signing below, the Proposer agrees to all terms and conditions in this RFP, except where expressly described in the Proposer's Services Proposal.


Original Signature by Authorized Officer/Agent

Larry P. Ryan
Type/Print Name of Signatory
President

Title
31591 Camino Capistrano
San Juan Capistrano, CA 92675
Consultant Mailing Address

Form of Business (mark one of the following):

- ☐ Sole Proprietor/Individual
- ☐ Partnership
- ☒ Corporation
- ☐ Limited Liability Company (LLC)

If a corporation, the State where it is incorporated: CA

33-0254945
Vendor's Tax ID Number (FEIN)

RJM Design Group, Inc.
Company Name
949-493-2600

Phone Number
949-493-2690
Fax Number

www.RJMdesigngroup.com

Website Address
rjm@rjmdesigngroup.com
E-mail Address

Premier Park



	LEAD CONSULTANT								SUB-CONSULTANTS			PHASE FEE TOTALS
Task Description	RJM Design Group								CivTec	FBA	Glaser	
	Principal		Landscape Architect		CADD Technician		Admin.		Civil	Electrical	Irrigation	
Hourly Rate	\$195		\$155		\$125		\$85					
	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount	Fees	Fees	Fees	
PHASE I - Preliminary Design												
Task A - Kickoff Meeting	4	\$780	4	\$620		\$0		\$0				
Task B - Preparation of Base / Survey		\$0	8	\$1,240		\$0	2	\$170	\$4,890			
Task C - Visual Field Investigation	4	\$780	4	\$620	8	\$1,000		\$0				
Task D - Play Equipment Design Development	8	\$1,560	24	\$3,720	24	\$3,000		\$0				
Task E - Preparation of Preliminary Design Plan	8	\$1,560	24	\$3,720	40	\$5,000	2	\$170			\$940	
Task F - Review Meeting with Ad Hoc Committee & City Staff	4	\$780	4	\$620		\$0		\$0				
Task G - Refinement of Preliminary Plan	8	\$1,560	16	\$2,480	24	\$3,000		\$0				
Task H - Preliminary Cost Estimate	4	\$780	8	\$1,240	4	\$500		\$0				
Task I - Play Equipment Selection & Plan Refinement Meeting	4	\$780	8	\$1,240		\$0		\$0				
PHASE I - SUBTOTALS	24	\$5,460	64	\$10,540	72	\$9,000	4	\$340	\$4,890	\$0	\$940	
PHASE I - TOTAL FEES					\$25,340				\$5,830			\$31,170
PHASE II - Final Design												
Task A - Demolition Plan	2	\$390	4	\$620	16	\$2,000		\$0				
Task B - Grading & Drainage Plans & Details		\$0	4	\$620		\$0	2	\$170	\$11,220			
Task C - Construction Plans & Details	4	\$780	16	\$2,480	24	\$3,000		\$0				
Task D - Irrigation Plans & Details		\$0	4	\$620		\$0	2	\$170			\$5,870	
Task E - Planting Plans & Details	2	\$390	8	\$1,240	16	\$2,000		\$0				
Task F - Electrical Plans & Details		\$0	4	\$620		\$0	2	\$170		\$6,700		
Task G - Technical Specifications	4	\$780	16	\$2,480	4	\$500		\$0				
Task H - Itemized Cost Estimate	2	\$390	8	\$1,240		\$0		\$0				
Task I - City Review Meeting & Plan Revisions	4	\$780	8	\$1,240	16	\$2,000		\$0				
Task J - Preparation of Mylars & Native Files		\$0		\$0	4	\$500		\$0				
PHASE II - SUBTOTALS	18	\$3,510	72	\$11,160	80	\$10,000	6	\$510	\$11,220	\$6,700	\$5,870	
PHASE II - TOTAL FEES					\$25,180				\$23,790			\$48,970
COMBINED PHASE FEE TOTAL												
					\$50,520				\$16,110	\$6,700	\$6,810	\$80,140
FEE GRAND TOTAL												
The above hourly fee breakdown consists of ESTIMATES ONLY. Billings will be based on actual percentage completion of each phase per contracted fixed fee												
Phase III - Bidding Support & Construction Administration will be completed on an Hourly as Requested basis.												

Fee Proposal

It is the objective of our Design Team to provide the most comprehensive, yet efficient, approach to the development of Stanton Premier Park. This fee includes all costs to be incurred by RJM Design Group, Inc. and an allowance for reimbursable expenses.

PHASE / TASK	FEE
Phase 1 - Preliminary Design	\$31,170
Phase 2 - Final Design	\$48,970
TOTAL FOR ALL PHASES	\$80,140
Reimbursable Expenses	\$8,500
Total*:	\$88,640

*Note: This fee summary represents our current understanding of the project scope and complexity associated with an estimated construction budget of \$800,000.

REIMBURSABLE EXPENSES (Estimated Allowance \$8,500.00)
When incurred, the following project expenses will be billed at cost plus 15% administrative fee in addition to the above professional services fee:

- Printing, plotting, copying, scanning, photography, graphic expenses
- Delivery, shipping, and handling of documents
- Permits, plan check, and inspection fees
- City business license
- Soils testing

PAYMENTS

Payments are due and payable on a monthly basis following the completion of any substantial phase of work. Carrying charges for overdue accounts beyond 30 days of billing date are charged at 1½% of the amount due, compounded monthly.

ADDITIONAL SERVICES

Professional services not specifically identified in the scope of work will be considered additional services and may be performed at Client’s request, reimbursable at Consultant’s standard hourly rates. Additional services may include, but are not limited to:

- Additional meetings, presentations, or site visits beyond those identified in the scope of work.
- Exhibit preparation beyond that identified in the scope of work.
- Revisions to documents required as a result of changes in Client’s direction; changes subsequent to Client’s approval; or changes in governmental codes or regulations.
- Design of improvements beyond the designated project site, or due to changes in project phasing schedule.
- Specialized billing or accounting forms, invoices, spreadsheets.
- Engagement of other consultants not specifically identified below.

Attachment: C

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

CONSULTANTS’ HOURLY RATES

Compensation for additional services will be billed hourly at our standard rates* below:

RJM DESIGN GROUP, INC.	
Principal Landscape Architect	\$195 per hour
Associate Landscape Architect	\$175 per hour
Landscape Architect	\$155 per hour
Job Captain / Landscape Designer	\$140 per hour
CADD Technician / Graphics	\$125 per hour
Clerical	\$85 per hour
CIVTEC (CIVIL ENGINEERING/SURVEY)	
Principal	\$185 per hour
Project Manager	\$150 per hour
Project Engineer	\$125 per hour
Project Surveyor	\$120 per hour
Design Engineer	\$100 per hour
Draftperson	\$75 per hour
Project Assistant	\$60 per hour
2-Man Survey Crew	\$265 per hour
3-Man Survey Crew	\$345 per hour
FBA ENGINEERING	
Principal / Project Director	\$210 per hour
V.P. / Senior Associate	\$160 per hour
Associate / Project Manager	\$160 per hour
Construction Support	\$135 per hour
Electrical Designer	\$110 per hour
CAD / BIM Designer	\$90 per hour
Technical Typist	\$50 per hour
GLASIR	
On-Site Consulting	\$135 per hour
Irrigation Designer	\$110 per hour
Plan Check	\$110 per hour

*Charges for subconsultant services are billed at cost plus a 15% coordination fee.

Billings for all time and materials and contract extension work shall be in accordance with the level of work performed based on the categories listed above.

Hourly rates will be escalated each August 1st in accordance with any increase in the Consumer Price Index or other mutually agreed upon cost index, beginning with August 1, 2023. Provisions for fee escalation pertain to all contract extensions and additional work.

CITY of STANTON																													
PROJECT SCHEDULE										JUNE				JULY				AUG				SEPT				OCT			
PREMIER PARK										1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Phase I: Preliminary Design																													
	Award of Contract																												
Task A	Kick-off Meeting with City Staff																												
Task B	Site Base Plan Preparation																												
Task C	Visual Field Investigation																												
Task D	Play Equipment Design Development																												
Task E	Preliminary Design Plan																												
Task F	Review Meeting with Ad Hoc Committee & Staff																												
Task G	Refine Plan based on City Direction																												
Task H	Preliminary Cost Estimate																												
Task I	Play Equipment Layout Selection Meeting & Preparation																												
Phase II: Final Design																													
Task A	Demolition Plan																												
Task B	Grading & Drainage Plans & Details																												
Task C	Construction Plans & Details																												
Task D	Irrigation Plans & Details																												
Task E	Planting Plans & Details																												
Task F	Electrical Plans & Details																												
Task G	Technical Specifications																												
Task H	Itemized Cost Estimate																												
Task I	City Review Meeting & Plan Revisions																												
Task J	Preparation of Mylars & Native Files																												

Meetings with City of Stanton

Bidding & Construction Administration Omitted (hourly as needed)

CITY OF STANTON REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: June 14, 2022

SUBJECT: ADOPTION OF THE FISCAL YEAR 2022/23 OPERATING AND CAPITAL BUDGET FOR THE CITY OF STANTON AND STANTON HOUSING AUTHORITY; APPROVE EMPLOYEE BENEFITS AND SALARY RATES FOR FISCAL YEAR 2022/23; APPROVE THE AMENDMENT TO THE CITY'S POSITION CLASSIFICATION MANUAL; ADOPT THE FISCAL YEAR 2022/23 APPROPRIATIONS LIMIT; ADOPT FISCAL YEAR 2022/23 RESERVE POLICY; APPROVE THE CITY INVESTMENT POLICY FOR FISCAL YEAR 2022/23; AND APPROVE SIXTH AMENDMENT TO THE LAW ENFORCEMENT SERVICES AGREEMENT FOR FISCAL YEAR 2022/23 (COUNTY OF ORANGE)

REPORT IN BRIEF:

On May 24, 2022, the City Council held a budget study session to review the Fiscal Year 2022/23 Proposed Operating and Capital Budget. The Fiscal Year 2022/23 Proposed Operating and Capital Budget has been revised to reflect the following changes that were approved during the budget study session:

- Increasing the cost-of-living adjustment to the City's salary schedule from 7% to 8%;
- Eliminating the one-time expenditure request for the Bell Street Parking Lot project;
- Eliminating the one-time expenditure request for the economic development study related to the properties located at 10692 and 10712 Beach Boulevard ("Bauman's Market"); and
- Eliminating the one-time expenditure request for a Citywide classification and compensation study.

A summary of the proposed budget for the General Fund reflecting the above changes is provided with Attachment A. The General Fund's revenues are expected to exceed the revised expenditures by \$687,235 (before funding the one-time expenditures approved by City Council). The net increase of revenues exceeding expenditures is \$244,895 (after funding the approved one-time expenditures).

Although no changes to the proposed funding plan were communicated, the City Council requested more information regarding the Orangewood Parkette (#2022-203) and Premier Park Renovation (#2022-206) capital improvement projects. The Public Works Director/City Engineer revised each project sheet's description to comply with this request (Attachment B, pages 1 and 2).

In addition, the Public Works Director/City Engineer is requesting \$84,090 in funding for the Stanton Park Adult Fitness Equipment project (Task Code 2022-820), which would be funded by a combination of monies from the discretionary Capital Projects Fund (#305) and Park In-Lieu Fees Fund (#310) (Attachment B, page 3).

Lastly, the City Council requested staff contact the City of Garden Grove to inquire whether the City would consider contributing to the beautification project planned along Westbound Chapman from Santa Rosalia Street to Santa Paula Street. As of the preparation of this staff report, the Public Works Director/City Engineer has not received a response to his inquiry regarding this matter.

The appropriations that are set forth in the accompanying resolutions reflect the proposed Operating and Capital Budget for Fiscal Year 2022/23. These budget resolutions provide total operating appropriations of \$41.1 million and total capital appropriations of \$4.5 million for the City (Attachment C) and \$1.3 million in total operating appropriations for the Stanton Housing Authority (Attachment D).

In addition to adopting the Fiscal Year 2022/23 Operating and Capital Budget, staff is recommending City Council approval of the following:

- Annual approval of employee benefits and salary rates (Attachment E);
- Approval of employee classification manual to add the Code Enforcement/Parking Control Manager position (Attachment F);
- Annual approval of the City's appropriation limit (Attachment G);
- Annual approval of the City's Reserve Policy (Attachment H);
- Annual approval of the City's Investment Policy (Attachment I); and
- Approve the sixth amendment to the law enforcement services agreement with the County of Orange for Fiscal Year 2022/23 (Attachment J).

RECOMMENDED ACTIONS:

1. City Council find that these items are not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and,
2. Adopt Resolution No. 2022-32 adopting the City's Fiscal Year 2022/23 Operating and Capital Budget; and,

3. Adopt Resolution No. SHA 2022-02 adopting the Stanton Housing Authority's Fiscal Year 2022/23 Operating and Capital Budget; and,
4. Adopt Resolution No. 2022-30 approving the employee benefits and salary rates; and,
5. Adopt Resolution No. 2022-31 amending the position classification manual; and,
6. Adopt Resolution No. 2022-33 approving the appropriations limit for Fiscal Year 2022/23; and,
7. Adopt Resolution No. 2022-34 approving the City's Reserve Policy; and,
8. Approve the City's Investment Policy for Fiscal Year 2022/23; and,
9. Authorize the Interim City Manager to execute the Sixth Amendment to the Five-Year Agreement with the County of Orange for the provision of law enforcement services.

ANALYSIS:

Fiscal Year 2022/23 Operating and Capital Budget

The City Council held a budget study session on May 24, 2022, to review the Fiscal Year 2022/23 Proposed Operating and Capital Budget. After considering the adjustments previously discussed, the budget summary for all City Funds is as follows:

Fiscal Year 2022/23 Budget Summary-All City Funds (except Housing Authority)			
Description	General Fund	All Other Funds	Total
<u>Revenues and Transfers In:</u>			
Revenues	\$ 28,401,220	\$ 14,742,236	\$ 43,143,456
Transfers From Other Funds	737,000	4,592,405	5,329,405
Total Revenues and Transfers In	\$ 29,138,220	\$ 19,334,641	\$ 48,472,861
<u>Expenditures and Transfers Out:</u>			
Operating Expenditures	\$ (28,596,610)	\$ (7,182,765)	\$ (35,779,375)
Capital Expenditures	-	(4,506,690)	(4,506,690)
Transfers To Other Funds	(296,715)	(5,032,690)	(5,329,405)
Total Expenditures and Transfers Out	\$ (28,893,325)	\$ (16,722,145)	\$ (45,615,470)
Increase (Decrease) in Fund Balance	\$ 244,895	\$ 2,612,496	\$ 2,857,391

As shown in the above table, the General Fund's proposed budget is balanced with estimated revenues exceeding expenditures (including one-time expenditures) by

\$244,895. The available fund balance of the General Fund as of the end of Fiscal Year 2022/23 is expected to be \$23.1 million by June 30, 2022, as illustrated below:

General Fund-Fund Balance Summary

Description	Projected Balance at 7/1/22	FY 2022/23 Revenues	FY 2022/23 Expenditures	FY 2022/23 One-Time Expenditures	Projected Balance at 6/30/23
Available Fund Balance	\$22,417,030	\$29,138,220	\$(28,175,985)	\$ (262,340)	\$ 23,116,925
Reserve-Fees from Developers	1,201,796	-	-	(180,000)	1,021,796
Loan to Rodeo 39	1,549,320	-	(275,000)	-	1,274,320
Available fund balance at 6/30/2023	\$ 25,168,146	\$ 29,138,220	\$ (28,450,985)	\$ (442,340)	\$ 25,413,041

Available fund balance as a % of operating expenditures 81%

A breakdown of the available fund balance is shown below:

Description	Amount
Reserve - Economic Uncertainty	5,700,000
Reserve - Emergency Disaster Continuity	2,800,000
Reserve - Capital Improvement	5,000,000
Reserve -Equipment and Maintenance	150,000
Reserve -Technology Equipment	150,000
TOTAL SET ASIDE BY RESERVE POLICY	\$ 13,800,000
Unassigned	9,316,925
TOTAL AVAILABLE FUND BALANCE	\$ 23,116,925

Unassigned fund balance as a % of
operating expenditures 32%

A summary of the proposed budget for the Stanton Housing Authority is as follows:

Budget Summary-Housing Authority

Description	Total
Revenues	\$ 586,000
Operating Expenditures	<u>(1,275,895)</u>
Increase (Decrease) in Fund Balance	<u>\$ (689,895)</u>

The Housing Authority's available fund balance is expected to be \$8.9 million by June 30, 2023.

The Resolutions for the adoption of the City and Housing Authority's Fiscal Year 2022/23 Operating and Capital Budgets are included in Attachments C and D of this staff report.

Employee Benefits and Salary Schedule

In addition, the City's practice is to annually approve employee benefits and salary ranges. Attachment E includes a resolution to approve the employee benefits and salary ranges for Fiscal Year 2022/23. Changes to the City's salary schedule include adding the new Code Enforcement/Parking Control Manager position and reflecting the 8% cost-of-living increase effective July 1, 2022, which were both discussed with the City Council during the budget study session held on May 24, 2022. There are no changes proposed to employee benefits provided in Fiscal Year 2022/23.

Position Classification Manual

The Fiscal Year 2022/23 Proposed Operating Budget includes reclassifying the Code Enforcement/Parking Control Supervisor to Code Enforcement/Parking Control Manager. Attachment F includes a resolution to amend the City's position classification manual to include the Code Enforcement/Parking Control Manager classification and related job description.

Establishment of the Appropriations Limitation for Fiscal Year 2022/23

Article XIII of the California State Constitution requires that local governments establish a limitation on the amount of proceeds of taxes that may be appropriated for spending. It is the City's responsibility to calculate the annual appropriations limit using a methodology established by state statute. The previous fiscal year's limit is increased by a unifying factor that considers changes in population as well as inflation. For the inflation factor, cities may choose either the change in the measurement of California Per Capita Personal Income (CCPI) or the change in the amount of the City's assessed valuation that is due to non-residential construction. For the population factor, cities can select either the change in population for the city or that of the county. The choice of each of these factors is made by an annual election of Council by means of a resolution.

Based on the foregoing methodology set forth in state law, the appropriations limitation for Fiscal Year 2022/23 has been determined to be \$73,589,161 (Exhibit A of Attachment G). The City's budgeted expenditures for Fiscal Year 2022/23 that are funded by proceeds of taxes as defined by state law are significantly below the limit and, therefore, the City's Fiscal Year 2022/23 Budget is in compliance with the State Constitution with respect to this matter.

City Reserve Policy (Attachment H)

The City's Reserve Policy requires the City Council annually review and approve the policy. Staff is not recommending any changes to the existing Reserve Policy.

Investment Policy

The City's investment policy requires that the City Council annually review the policy and make any changes as necessary. Since there have not been modifications to the California Government Code since the last review in 2021, staff does not recommend any changes to the City's existing investment policy. Should the City Council approve staff's recommendation to outsource investment portfolio management services to Chandler Asset Management, Inc., then staff may in the future with recommendations for modifications to the City's investment policy if applicable. Therefore, the Fiscal Year 2022/23 Investment Policy in Attachment I is the same as the City's Fiscal Year 2021/22 Investment Policy.

Law Enforcement Services Agreement with County of Orange

The Five-Year Law Enforcement Services Agreement (Agreement) with the County of Orange was initiated on July 1, 2018, and will terminate on June 30, 2023. This Agreement requires that the County submit a proposed staffing level and financial obligation update each year to the City for approval. OCSD has submitted the Sixth Amendment to the Agreement for City Council approval for the period from July 1, 2022, to June 30, 2023 (Attachment J). The cost of law enforcement services for Fiscal Year 2022/23 as estimated in the Amendment is \$13,257,770, which is a 7.5% increase compared to the Fiscal Year 2021/22 revised estimate of \$12,329,325 (Attachment K). The amount budgeted for contracted law enforcement services as set forth in the Fiscal Year 2022/23 Proposed Budget provides sufficient funding for this amendment. (Note: The total contract cost estimate for Fiscal Year 2022/23 is the same as the total contract cost discussed during the City Council's budget study session on May 24, 2022.)

The Fiscal Year 2022/23 direct staffing level of 37 full-time Orange County Sheriff's Department (OCSD) employees is the same as the current staffing level in Fiscal Year 2021/22. The following chart depicts the City's dedicated law enforcement staffing resources:

QUANTITY	DIRECT PURCHASE POSITIONS
1	Captain
4	Sergeant/Patrol
1	Sergeant/Investigative
2	Investigator
22	DS II Patrol
1	DS II Motorcycle
31	Subtotal Safety
1	Community Services Officer
2	Investigative Assistant
1	Crime Prevention Specialist
2	Office Specialist
6	Subtotal Professional
37	TOTAL

The City also shares law enforcement resources with other Orange County contract cities. In Fiscal Year 2022/23 the City will share resources of 12.90 full-time employees, the same shared staffing allocation as that for Fiscal Year 2021/22.

The following chart depicts the City's shared law enforcement staffing resources:

QUANTITY	REGIONAL / SHARED STAFF	% ALLOCATION
0.6	Traffic - Sergeant	10.23%
4	Traffic - Deputy Sheriff II	10.23%
2	Traffic - Investigative Assistant	10.23%
1	Traffic - Office Specialist	10.23%
0.3	Auto Theft - Sergeant	18.31%
2	Auto Theft - Investigator	18.31%
1	Auto Theft - Investigative Assistant	18.31%
1	Auto Theft - Office Specialist	18.31%
1	Motorcycle Sergeant	4.08%
12.90	TOTAL	

FISCAL IMPACT:

The fiscal impact of the proposed Fiscal Year 2022/23 Operating and Capital Budget is summarized in the Budget Summary by Fund schedule (Exhibit A of Attachment C).

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:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Zenia Bobadilla

Zenia Bobadilla
Interim City Manager

ATTACHMENTS:

- A. General Fund Summary
- B. CIP Project Sheets (New or Revised) since Budget Study Session on May 24, 2022
- C. Resolution No. 2022-32 adopting the City's Fiscal Year 2022/23 Operating and Capital Budget
- D. Resolution No. SHA 2022-02 adopting the Housing Authority's Fiscal Year 2022/23 Operating and Capital Budget
- E. Resolution No. 2022-30 approving employee benefits and salary rates
- F. Resolution No. 2022-31 amending the position classification manual
- G. Resolution No. 2022-33 adopting the appropriations limit for Fiscal Year 2022/23
- H. Resolution No. 2022-34 approving the Reserve Policy for Fiscal Year 2022/23
- I. Fiscal Year 2022/23 Investment Policy
- J. Sixth Amendment to Agreement with County of Orange for Law Enforcement Services
- K. Fiscal Year 2022/23 OCSD Contract Cost Estimate

ATTACHMENT A

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

City of Stanton GENERAL FUND SUMMARY (#101 and #102 Combined) FISCAL YEAR 2022/23

Description	Actual 2020/21 ⁽²⁾	Adopted Budget 2021/22	Amended Budget 2021/22 ⁽¹⁾	Proposed Budget 2022/23	% Change From Prior Year
PROJECTED REVENUE AND OTHER SOURCES					
Property Taxes	\$ 7,561,830	\$ 7,551,500	\$ 7,995,000	\$ 8,412,650	5.22%
Sales Taxes	4,682,028	4,810,000	5,117,000	5,232,000	2.25%
Transaction and Use Taxes	4,991,100	4,998,000	5,473,000	5,805,000	6.07%
Franchise Fees	1,105,276	1,109,500	1,109,500	1,177,000	6.08%
Utility Users Taxes	1,990,690	1,881,000	1,881,000	1,961,000	4.25%
Other Taxes	713,494	640,000	750,000	1,388,000	85.07%
Intergovernmental	374,114	375,275	664,715	357,200	-46.26%
Charges for Services	281,176	135,625	201,490	294,030	45.93%
Fees and Permits	4,696,686	3,037,300	3,061,300	2,937,350	-4.05%
Fines and Forfeitures	514,157	411,570	340,800	351,700	3.20%
Use of Money and Property	131,651	229,875	244,425	321,355	31.47%
Other Revenue	58,392	194,500	234,300	163,935	-30.03%
Transfers In	605,908	730,000	1,621,951	737,000	-54.56%
TOTAL ESTIMATED REVENUES	27,706,502	26,104,145	28,694,481	29,138,220	1.55%
ESTIMATED EXPENDITURES					
Administration	1,794,854	1,784,285	1,805,403	2,111,885	16.98%
Finance	847,280	862,565	890,691	977,075	9.70%
Public Safety	16,819,329	18,444,535	18,479,195	19,586,960	5.99%
Public Works	1,949,946	2,261,890	2,269,083	2,695,195	18.78%
Community & Economic Development	1,625,497	1,480,270	1,798,692	1,358,365	-24.48%
Community Services	964,423	1,135,030	1,225,230	1,289,790	5.27%
Non-Departmental	41,995	48,000	48,000	315,000	556.25%
Transfers Out	77,048	68,805	320,535	116,715	-63.59%
TOTAL ESTIMATED EXPENDITURES	24,120,372	26,085,380	26,836,829	28,450,985	6.01%
REVENUES OVER (UNDER) EXPENDITURES BEFORE ONE-TIME EXPENDITURE REQUESTS	\$ 3,586,130	\$ 18,765	\$ 1,857,652	\$ 687,235	
ONE-TIME EXPENDITURE REQUESTS					
	Funding Source				
Greening Stanton Capital Project	Developer contributions previously collected			180,000	
New Skip Loader	Fiscal Year 2022/23 revenues			150,000	
HVAC hardware and software upgrades	Fiscal Year 2022/23 revenues			50,000	
Study for Parking Plan/Solutions	Fiscal Year 2022/23 revenues			25,000	
Agenda Management System	Fiscal Year 2022/23 revenues			25,000	
New Recreation Software Program	Fiscal Year 2022/23 revenues			12,340	
TOTAL ONE-TIME EXPENDITURE REQUESTS				442,340	
REVENUES OVER (UNDER) EXPENDITURES AFTER ONE-TIME EXPENDITURE REQUESTS				\$ 244,895	

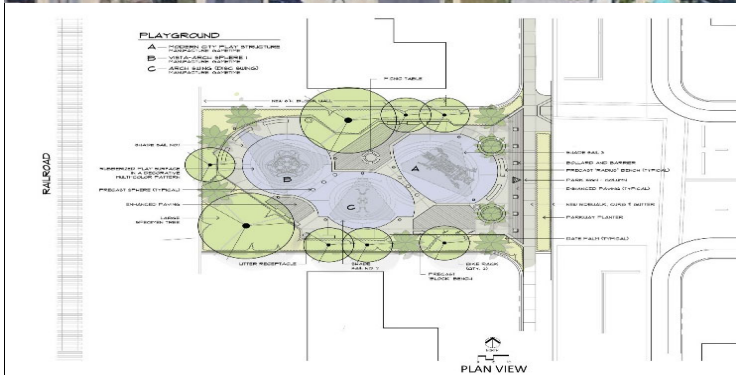
Notes:

⁽¹⁾ - Per Fiscal Year 2021/22 Mid-Year Budget Update.

⁽²⁾ - Certain amounts were reclassified for comparison purposes.

2022-203 Orangewood Parkette

PROJECT LOCATION:



PROJECT DESCRIPTION:

Construction of a new "parkette" at Orangewood and Santa Rosalia where an existing dead-end roadway currently exists. Design contract awarded in FY 2021-22. Construction start anticipated in late FY 2022-23.

Proposed improvements include, but are not limited to: Demolition of existing cul-de-sac pavement, curb and gutter, and guardrail system, fine grading and import of soil, and construction of new playground, play sphere, swing set, rubberized play surfaces, enhanced paving, sidewalk, shade covers, landscaping, irrigation, vehicular bollards/barriers, new block wall, lighting (overhead, in-ground, etc.), bike racks, park signage, litter receptacles, picnic table(s), electrical meter, water meter/point of connection, and other items as designated during the final design process and approved in a separate action by the City Council.

CIP FACTS:

Council District: 2, 3

New or Continuing: New

Current Project Status: Proposed

Managing Department: Public Works

Project Type: Parks

Annual Operating Impact: \$10,000

Project Manager: Joe Ames

FUTURE FINANCIAL REQUIREMENTS

	FY 21-22 (Current)	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
Final Design	\$ 109,100							
Utility Relocation								
Construction (includes contingencies)		\$ 827,000						
Construction Management Services		\$ 23,000						
TOTAL FUNDING	\$ 109,100	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

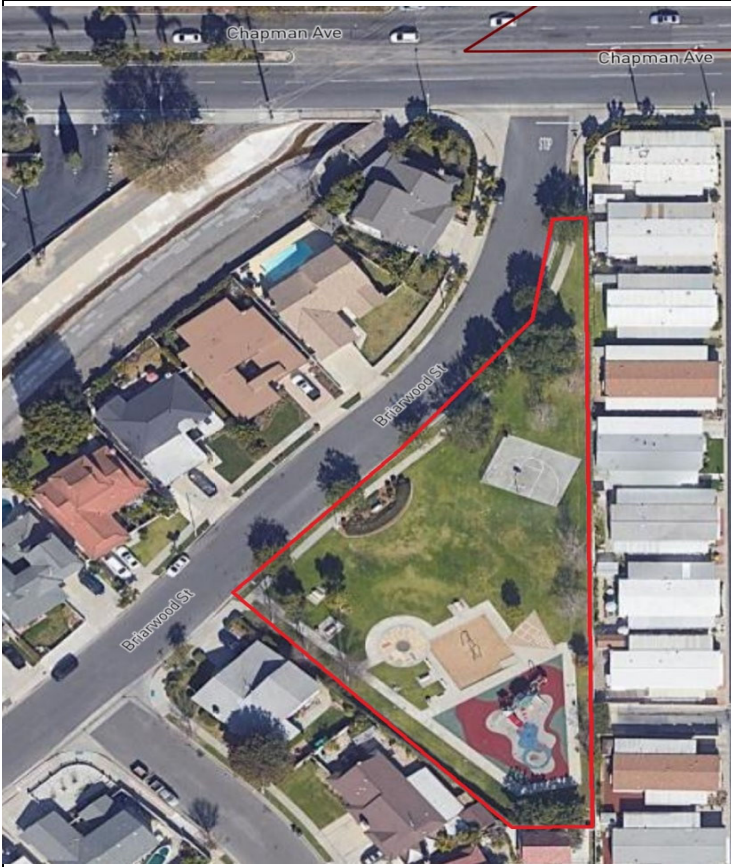
FUNDING SOURCE

Other Grants Fund (227)		\$ 850,000						
Park In-Lieu Fees Fund (310)	\$ 109,100							
TOTAL FUNDING	\$ 109,100	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City of Stanton

2022-206 Premier Park Renovation

PROJECT LOCATION:



PROJECT DESCRIPTION:

Renovation of the entire existing park, which includes but is not limited to, demolition of existing playground, rubber play surface, and hardscapes as needed, fine grading and import/export of soil, and construction of new playground system(s), swing set(s), rubberized play surfaces, enhanced paving, sidewalk, shade covers, landscaping, irrigation, vehicular bollards/barriers, security measures (fencing, gates, walls, etc.), lighting (overhead, in-ground, etc.), bike racks, park signage, litter receptacles, picnic table(s), water fountain, and other items as designated and determined during the final design process and approved in a separate action by the City Council.

Design contract to be awarded in June 2022. Construction start anticipated late FY 2022-2023 using State Grant Funds from the Statewide Park Development and Community Revitalization Program (SPP) and Park In-Lieu funds.

CIP FACTS:

Council District: 4

New or Continuing: New

Current Project Status: Proposed

Managing Department: Public Works

Project Type: Parks

Annual Operating Impact: \$0 (No New Maintenance Costs)

Project Manager: Joe Ames

FUTURE FINANCIAL REQUIREMENTS

	FY 21-22 (Current)	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
Final Design	\$ 150,000							
Construction (includes contingencies)		\$ 500,000						
Other Costs								
TOTAL FUNDING	\$ 150,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCE

Other Grants Fund (227)		\$ 201,976						
Park In-Lieu Fees Fund (310)	\$ 150,000	\$ 298,024						
TOTAL FUNDING	\$ 150,000	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

City of Stanton

2022-820 Stanton Park Adult Fitness Equipment

PROJECT LOCATION:



PROJECT DESCRIPTION:

New adult exercise equipment from National Fitness was already purchased using ARPA funds (\$127,910) and is currently being stored in the City's Corporation Yard. Community Services wishes to use Park In-Lieu funding for the installation of the required concrete foundation pad for the equipment, installation fees, and a mural on the back wall of the equipment. Because Stanton Park is located on Edison property, Edison requires the development of an engineering, drawn to scale site plan for any intensification of use of the property. Tait & Associates has been chosen for the site plan design effort.

CIP FACTS:

Council District: 2

New or Continuing: New

Current Project Status: Proposed

Managing Department: Public Works

Project Type: Parks

Annual Operating Impact: \$0 (No New Maintenance Costs)

Project Manager: Joe Ames

PRIOR YEAR

Life to Date Budget (through Jun 2022)	\$	138,820
Life to Date Actual Expenditures (through Mar. 2022)	\$	127,910

FUTURE FINANCIAL REQUIREMENTS

	FY 21-22 (Current)	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29
Pre-Design/Study	\$ 10,910							
Environmental (CEQA)								
Right of Way Acquisition								
Final Design								
Utility Relocation								
Construction (includes contingencies)		\$ 84,090						
Construction Management Services								
Other Costs	\$ 127,910							
TOTAL FUNDING	\$ 138,820	\$ 84,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCE

General Fund (101)	\$ 10,910							
ARPA Fund (257)	\$ 127,910							
Capital Projects Fund (305)		\$ 31,000						
Park In-Lieu (310)		\$ 53,090						
TOTAL FUNDING	\$ 138,820	\$ 84,090	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

RESOLUTION NO. 2022-32**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE FISCAL YEAR 2022/23 OPERATING AND CAPITAL BUDGET AND AUTHORIZING EXPENDITURES AND APPROPRIATIONS RELATED THERETO**

WHEREAS, on May 24, 2022, the City Council of the City of Stanton, held a Budget Study Session to review the recommendations for the Proposed Fiscal Year 2022/23 Operating and Capital Budget; and,

WHEREAS, on June 1, 2022, the Planning Commission of the City of Stanton, approved Resolution No. 2551, finding the Proposed Fiscal Year 2022/23 projects within the Seven-Year Capital Improvement Program (CIP) are in conformance with the City's General Plan pursuant to California Government Code Section 65401; and,

WHEREAS, the Proposed Fiscal Year 2022/23 Operating and Capital Budget is the basis for the financial and economic implementation of the City's General Plan; and,

WHEREAS, the Proposed Fiscal Year 2022/23 Operating and Capital Budget provides for service levels necessary to respond to the needs of the community and which are deemed appropriate by the City Council, and concurrently provides a work force to fill these service needs; and,

WHEREAS, the City Council recognizes that the Proposed Fiscal Year 2022/23 Operating and Capital Budget will require adjustments from time to time, and accordingly, the City Manager is authorized to execute necessary transfers to carry out the scope of services as approved.

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

SECTION 1. The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2. The Proposed Fiscal Year 2022/23 Operating and Capital Budget as shown in Exhibit A attached hereto and incorporated by reference herein as detailed in the Budget Document on file with the City Clerk's Office entitled "City of Stanton Proposed Budget for Fiscal Year 2022/23" is adopted as follows:

	Operating Expenditures	Capital Expenditures	Transfers Between Funds	Total ⁽¹⁾
General Fund	\$ 28,596,610	\$ -	\$ 296,715	\$ 28,893,325
Special Revenue Funds	3,162,590	-	3,948,976	7,111,566
Capital Projects Funds	-	4,506,690	533,714	5,040,404
Enterprise Funds	1,358,655	-	550,000	1,908,655
Internal Service Funds	2,626,520	-	-	2,626,520
Total All City Funds	\$ 35,744,375	\$ 4,506,690	\$ 5,329,405	\$ 45,580,470

⁽¹⁾ - Totals do not include the Stanton Housing Authority. (See Exhibit A to the Resolution.)

SECTION 3. The legal level of budgetary control is at the fund level. Budgets may not legally be exceeded at the fund level without appropriate authorization by the City Council, except as provided herein. Budgeted amounts for individual classifications within a fund may be exceeded as long as the total annual budget for that fund is not exceeded.

SECTION 4. The following controls are hereby placed on the transfers of budgeted funds:

- a) The City Manager may authorize transfers of funds from account to account within any department.
- b) The City Manager may authorize transfers of funds from department to department within any fund.
- c) The City Manager may authorize increases in appropriations for a specific purpose where the appropriation is offset by unbudgeted revenues, which are designated for said specific purpose.

SECTION 5. All appropriations for outstanding encumbrances, unspent operating grant funds, and projects currently underway and remaining unexpended on June 30, 2022, as approved by the City Manager or their designee, are hereby appropriated to the Fiscal Year 2022/23 Operating and Capital Budget.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of June, 2022.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)
ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-32 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 June 14, 2022, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

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

City of Stanton
BUDGET SUMMARY BY FUND
FISCAL YEAR 2022/23

	Projected Beginning Balance 7/1/2022 ⁽¹⁾	Revenues FY 2022/23	Operating Expenditures FY 2022/23	CIP Expenditures FY 2022/23	Transfers In FY 2022/23	Transfers Out FY 2022/23	Adjustments	Projected Ending Balance 6/30/2023	
GENERAL FUNDS									
General Fund (#101)									
Unassigned	\$ 9,291,030	\$ 22,596,220	\$ (22,516,610)	\$ -	\$ 737,000	\$ (116,715)	\$ (674,000)	\$ 9,316,925	32%
Reserve - Economic Uncertainty ⁽²⁾	5,217,000	-	-	-	-	-	483,000	5,700,000	20%
Reserve - Emergency Disaster Continuity ⁽²⁾	2,609,000	-	-	-	-	-	191,000	2,800,000	10%
Reserve - Capital Improvement ⁽²⁾	5,000,000	-	-	-	-	-	-	5,000,000	
Reserve -Equipment and Maintenance ⁽²⁾	150,000	-	-	-	-	-	-	150,000	
Reserve -Technology Equipment ⁽²⁾	150,000	-	-	-	-	-	-	150,000	
Committed by Developer Agreements for Public Benefit/Public Facilities ⁽³⁾	1,147,796	-	-	-	-	(180,000)	-	967,796	
Committed by Developer Agreements for Neighborhood Preservation ⁽³⁾	54,000	-	-	-	-	-	-	54,000	
Non-Spendable-Public Benefit Agreement with Rodeo 39 ⁽⁴⁾	1,549,320	-	(275,000)	-	-	-	-	1,274,320	
Non-Spendable-Advance to Lighting Maintenance Fund	795,415	-	-	-	-	-	-	795,415	
Non-Spendable-Notes Receivable	102,304	-	-	-	-	-	-	102,304	
Total General Fund	26,065,865	22,596,220	(22,791,610)	-	737,000	(296,715)	-	26,310,760	
Transaction & Use Tax Fund (#102)									
Unassigned	-	5,805,000	(5,805,000)	-	-	-	-	-	
GENERAL FUNDS - TOTAL	\$ 26,065,865	\$ 28,401,220	\$ (28,596,610)	\$ -	\$ 737,000	\$ (296,715)	\$ -	\$ 26,310,760	
Special Revenue Funds									
CASP Program Fund (#210)									
Restricted-CASP Program	\$ 49,223	\$ 10,000	\$ (5,000)	\$ -	\$ -	\$ -	\$ -	\$ 54,223	
Gas Tax Fund (#211)									
Restricted-Street Rehabilitation and Maintenance	1,165,654	1,102,170	(268,265)	-	-	(232,763)	-	1,766,796	
Road Maintenance and Rehabilitation Account (RMRA) Fund (#215)									
Restricted-Streets and Roads Capital Projects	130,688	881,310	-	-	-	(1,011,998)	-	-	
Measure M Fund (#220)									
Restricted-Streets and Roads Capital Projects	384,239	680,000	-	-	-	(1,064,239)	-	-	
Community Development Block Grant (CDBG) Fund (#222)									
Restricted-Housing Rehabilitation for Low and Moderate Income Housing Persons	106,114	5,000	(13,290)	-	-	-	-	97,824	
Fire Protective Services Fund (#223)									
Restricted-Fire Protection and Prevention Services	-	385,000	(3,000)	-	-	(382,000)	-	-	

City of Stanton
BUDGET SUMMARY BY FUND
FISCAL YEAR 2022/23

	Projected Beginning Balance 7/1/2022 ⁽¹⁾	Revenues FY 2022/23	Operating Expenditures FY 2022/23	CIP Expenditures FY 2022/23	Transfers In FY 2022/23	Transfers Out FY 2022/23	Adjustments	Projected Ending Balance 6/30/2023
<u>Lighting Maintenance 1919 Act Fund (#224)</u>								
Restricted-Maintenance and Capital Projects for Street Lights	295,783	657,000	(399,480)	-	-	-	-	553,303
Advance Payable Due to General Fund	(795,415)	-	-	-	-	-	-	(795,415)
Total Lighting Maintenance 1919 Act Fund	(499,632)	657,000	(399,480)	-	-	-	-	(242,112)
<u>Lighting and Median Maintenance 1972 Act Fund (#225)</u>								
Restricted-Lighting and Landscape Maintenance	821,497	213,000	(561,000)	-	-	-	-	473,497
<u>Air Quality Improvement Fund (#226)</u>								
Restricted-Mobile Source Emissions Reduction Programs	186,166	47,000	(96,000)	-	-	-	-	137,166
<u>Other Grants Fund (#227)</u>								
Restricted-Grant Specific Programs	-	1,107,976	-	-	-	(1,107,976)	-	-
<u>Supplemental Law Enforcement Grants Fund (#242)</u>								
Restricted-Law Enforcement	315,309	150,000	(123,300)	-	-	(150,000)	-	192,009
<u>Families and Communities Together (FACT) Grant Fund (#250)</u>								
Restricted-Family Preservation and Support Program	-	300,000	(346,470)	-	46,470	-	-	-
<u>Senior Transportation Fund (#251)</u>								
Restricted-Senior Mobility Program	34,182	25,930	(57,725)	-	11,045	-	-	13,432
<u>American Rescue Plan Act (ARPA) Fund (#257)</u>								
Unrestricted-Available for Appropriation ⁽⁵⁾	(47,755)	4,561,830	(1,179,860)	-	-	-	(1,677,080)	1,657,135
Unrestricted-Funding Set Aside for Future Commitments ⁽⁶⁾	-	-	-	-	-	-	1,677,080	1,677,080
Total ARPA Fund	(47,755)	4,561,830	(1,179,860)	-	-	-	-	3,334,215
<u>Street Impact Fees Fund (#261)</u>								
Restricted-Streets and Roads Capital Projects	92,280	10,500	-	-	-	-	-	102,780
<u>Traffic Signal Impact Fees Fund (#262)</u>								
Restricted-Traffic Signals Capital Projects	-	10,500	-	-	-	-	-	10,500
<u>Community Center Impact Fees Fund (#263)</u>								
Restricted-New Community Center Facility	162,893	5,500	-	-	-	-	-	168,393
<u>Police Services Impact Fees Fund (#264)</u>								
Restricted-New Police Center Facility	148,377	5,500	-	-	-	-	-	153,877
<u>Stanton Central Park Maintenance Fund (#280)</u>								
Restricted-Park Maintenance	-	50,000	(109,200)	-	59,200	-	-	-

City of Stanton
BUDGET SUMMARY BY FUND
FISCAL YEAR 2022/23

	Projected Beginning Balance 7/1/2022 ⁽¹⁾	Revenues FY 2022/23	Operating Expenditures FY 2022/23	CIP Expenditures FY 2022/23	Transfers In FY 2022/23	Transfers Out FY 2022/23	Adjustments	Projected Ending Balance 6/30/2023
Housing Authority Fund (#285)								
Restricted-Affordable Housing	9,549,791	586,000	(1,275,895)	-	-	-	-	8,859,896
Non-Spendable-Notes Receivable	1,068,000	-	-	-	-	-	-	1,068,000
Total Housing Authority Fund	10,617,791	586,000	(1,275,895)	-	-	-	-	9,927,896
SPECIAL REVENUE FUNDS - TOTAL	\$ 13,667,026	\$ 10,794,216	\$ (4,438,485)	\$ -	\$ 116,715	\$ (3,948,976)	\$ -	\$ 16,190,496
Capital Projects Funds								
Capital Projects Fund (#305)								
Assigned-Capital Projects	\$ 66,000	\$ -	\$ (35,000)	\$ (4,506,690)	\$ 4,475,690	\$ -	\$ -	\$ -
Park In Lieu Fund (#310)								
Restricted-Parks and Recreation ⁽⁵⁾	3,239,476	60,000	-	-	-	(533,714)	-	2,765,762
CAPITAL PROJECTS FUNDS - TOTAL	\$ 3,305,476	\$ 60,000	\$ (35,000)	\$ (4,506,690)	\$ 4,475,690	\$ (533,714)	\$ -	\$ 2,765,762
GENERAL GOVERNMENTAL FUNDS - TOTAL	\$ 43,038,367	\$ 39,255,436	\$ (33,070,095)	\$ (4,506,690)	\$ 5,329,405	\$ (4,779,405)	\$ -	\$ 45,267,018
ENTERPRISE FUNDS								
Sewer Maintenance Fund (#501)								
Unrestricted Net Position - Available	\$ 4,217,195	\$ 1,830,000	\$ (1,358,655)	\$ -	\$ -	\$ (405,000)	\$ -	\$ 4,283,540
Reserve - Capital ⁽²⁾	1,000,000	-	-	-	-	-	-	1,000,000
Investment in Capital Assets	4,970,607	-	-	-	-	-	-	4,970,607
Net Pension Liability, Net of Deferred Amounts	(19,033)	-	-	-	-	-	-	(19,033)
Total Sewer Maintenance Fund	10,168,769	1,830,000	(1,358,655)	-	-	(405,000)	-	10,235,114
Sewer Capital Improvement Fund (#502)								
Restricted-Sewer Capital Projects	52,500	92,500	-	-	-	(145,000)	-	-
Total Sewer Capital Improvement Fund	52,500	92,500	-	-	-	(145,000)	-	-
ENTERPRISE FUNDS - TOTAL	\$ 10,221,269	\$ 1,922,500	\$ (1,358,655)	\$ -	\$ -	\$ (550,000)	\$ -	\$ 10,235,114
INTERNAL SERVICE FUNDS								
Workers Compensation Fund (#602)								
Unrestricted Net Position-Available	\$ 796,260	\$ 77,300	\$ (77,300)	\$ -	\$ -	\$ -	\$ -	\$ 796,260
Liability/Risk Management Fund (#603)								
Unrestricted Net Position-Available	(41,383)	273,400	(273,400)	-	-	-	-	(41,383)

City of Stanton
BUDGET SUMMARY BY FUND
FISCAL YEAR 2022/23

	Projected Beginning Balance 7/1/2022 ⁽¹⁾	Revenues FY 2022/23	Operating Expenditures FY 2022/23	CIP Expenditures FY 2022/23	Transfers In FY 2022/23	Transfers Out FY 2022/23	Adjustments	Projected Ending Balance 6/30/2023
Employee Benefits Fund (#604)								
Unrestricted Net Position-Available	96,960	2,029,170	(2,029,170)	-	-	-	-	96,960
Net Pension Liability, Net of Deferred Amounts	(5,938,156)	-	-	-	-	-	-	(5,938,156)
Non-Spendable-Pension Stabilization ⁽²⁾	4,696,361	-	-	-	-	-	-	4,696,361
Total Employee Benefits Fund	(1,144,835)	2,029,170	(2,029,170)	-	-	-	-	(1,144,835)
Fleet Maintenance Fund (#605)								
Unrestricted Net Position - Available	368,172	171,650	(246,650)	-	-	-	-	293,172
Vehicle Replacement Reserve ⁽²⁾	100,000	-	-	-	-	-	-	100,000
Investment in Capital Assets	278,868	-	-	-	-	-	-	278,868
Total Fleet Maintenance Fund	747,040	171,650	(246,650)	-	-	-	-	672,040
INTERNAL SERVICE FUNDS - TOTAL	\$ 357,082	\$ 2,551,520	\$ (2,626,520)	\$ -	\$ -	\$ -	\$ -	\$ 282,082
ALL FUNDS - TOTAL	\$ 53,616,718	\$ 43,729,456	\$ (37,055,270)	\$ (4,506,690)	\$ 5,329,405	\$ (5,329,405)	\$ -	\$ 55,784,214

Less: Stanton Housing Authority

Total Appropriations Approved by City Council

1,275,895	-	-
\$ (35,779,375)	\$ (4,506,690)	\$ (5,329,405)

Notes:

(1) - Per Fiscal Year 2021/22 Mid-Year Budget Update.

(2) - Per City Council Reserve Policy adopted annually.

(3) - Pursuant to approved developer agreements, this amount represents public benefit fees the City received that should be used for the following projects relating to: public facilities, neighborhood preservation, and city beautification/enhancement.

(4) - During Fiscal Year 2020/21, the City Council approved an economic development loan with Rodeo 39 Marketplace LLC ("Rodeo 39") for \$2,250,000. The loan is being repaid from 50% of sales tax and transaction and use tax (Measure GG) generated by the businesses located at the property. The reduction in the nonspendable fund balance represents the loan repayment that is expected during Fiscal Year 2022/23.

(5) - The beginning balances for the ARPA Fund and Housing Authority Fund were adjusted from the Mid-Year Budget Update to reflect adjustments for actual revenue collected exceeding the budget and City Council action taken on May 10, 2022 to shift the funding for the Riviera Motel acquisition from the ARPA Fund to the Housing Authority Fund. In addition, the ARPA Fund and Park In-Lieu Fees Fund beginning fund balances were adjusted to reflect the change in funding for the Park Master Plan Project that was approved by City Council on May 24, 2022.

(6) - A portion of ARPA funding is set aside to satisfy the future fiscal year commitments for funding expenditure plans previous approved by the City Council such as additional staffing positions for the City and Orange County Sheriff's Department.

**CAPITAL IMPROVEMENT PROGRAM BY FUNDING SOURCE
FISCAL YEAR 2022/23**

DESCRIPTION	General Fund (#101)		Gas Tax Fund (#211)	RMRA Fund (#215)	Measure M Fund (#220)	Other Grants Fund (#227)	Capital Projects Fund (#305)	Park In-Lieu Fees Fund (#310)	Sewer Maintenance Fund (#501)	Sewer Capital Improvement Fund (#502)	TOTAL
	Capital Improvement Reserve	Developer Contributions									
AVAILABLE FUNDING											
Estimated Fund Balance, Beginning of Year	\$ 5,000,000	\$ 1,201,796	\$ 1,165,654	\$ 130,688	\$ 384,239	\$ -	\$ 66,000	\$ 3,138,606	\$ 5,217,195	\$ 52,500	\$ 16,356,678
Estimated Revenues	-	-	1,159,000	876,310	675,000	1,107,976	-	50,000	1,820,000	90,000	5,778,286
Estimated Interest	-	-	5,000	5,000	5,000	-	-	10,000	10,000	2,500	37,500
TOTAL ESTIMATED FUNDING	5,000,000	1,201,796	2,329,654	1,011,998	1,064,239	1,107,976	66,000	3,198,606	7,047,195	145,000	22,172,464
ESTIMATED EXPENDITURES											
202x-101 Annual Citywide Street Rehabilitation Project	-	-	13,763	1,011,998	1,064,239	-	-	-	-	-	2,090,000
202x-xxx Greening Stanton	-	180,000	-	-	-	-	-	-	-	-	180,000
202x-103 Catch Basin Connector Pipe Screen Installations	-	-	14,000	-	-	56,000	-	-	-	-	70,000
202x-301 Annual Sewer Rehabilitation Project	-	-	-	-	-	-	-	-	405,000	145,000	550,000
2022-201 Family Resource Center Improvements	-	-	-	-	-	-	-	182,600	-	-	182,600
2022-203 Orangewood Parkette	-	-	-	-	-	850,000	-	-	-	-	850,000
2022-206 Premier Park Renovation	-	-	-	-	-	201,976	-	298,024	-	-	500,000
2022-820 Stanton Park Adult Fitness Equipment	-	-	-	-	-	-	31,000	53,090	-	-	84,090
Set-aside for operating budget commitments	-	-	271,540	-	-	-	35,000	-	1,358,655	-	1,665,195
Transfer to General Fund	-	-	205,000	-	-	-	-	-	-	-	205,000
TOTAL ESTIMATED EXPENDITURES	-	180,000	504,303	1,011,998	1,064,239	1,107,976	66,000	533,714	1,763,655	145,000	6,376,885
ESTIMATED FUND BALANCE, END OF YEAR	\$ 5,000,000	\$ 1,021,796	\$ 1,825,351	\$ -	\$ -	\$ -	\$ -	\$ 2,664,892	\$ 5,283,540	\$ -	\$ 15,795,579

RESOLUTION NO. SHA 2022-02

A RESOLUTION OF THE STANTON HOUSING AUTHORITY OF THE CITY OF STANTON, CALIFORNIA, ADOPTING THE FISCAL YEAR 2022/23 OPERATING AND CAPITAL BUDGET AND AUTHORIZING EXPENDITURES AND APPROPRIATIONS RELATED THERETO

WHEREAS, the Housing Authority Board of the Stanton Housing Authority held a Budget Study Session on May 24, 2022, to review the recommendations for the Proposed Fiscal Year 2022/23 Operating and Capital Budget; and,

WHEREAS, the Proposed Fiscal Year 2022/23 Operating and Capital Budget provides for service levels necessary to respond to the needs of the community and which are deemed appropriate by the Housing Authority Board, and concurrently provides a work force to fill these service needs; and,

WHEREAS, the Housing Authority Board recognizes that the Proposed Fiscal Year 2022/23 Operating and Capital Budget will require adjustments from time to time, and accordingly, the Executive Director is authorized to execute necessary transfers to carry out the scope of services as approved.

NOW, THEREFORE, THE HOUSING AUTHORITY BOARD OF THE STANTON HOUSING AUTHORITY DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The Housing Authority Board finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2. The Proposed Fiscal Year 2022/23 Operating and Capital Budget as shown in Exhibit A attached hereto is hereby approved and adopted.

SECTION 3. The legal level of budgetary control is at the fund level. Budgets may not legally be exceeded at the fund level without appropriate authorization by the Housing Authority Board, except as provided herein. Budgeted amounts for individual classifications within a fund may be exceeded as long as the total annual budget for that fund is not exceeded.

SECTION 4. The following controls are hereby placed on the transfers of budgeted funds:

- a) The Executive Director may authorize transfers of funds from account to account within any department.
- b) The Executive Director may authorize transfers of funds from department to department within any fund.

- c) The Executive Director may authorize increases in appropriations for a specific purpose where the appropriation is offset by unbudgeted revenues, which are designated for said specific purpose.

SECTION 5. All appropriations for outstanding encumbrances and projects currently underway and remaining unexpended on June 30, 2022, as approved by the Executive Director or their designee, are hereby appropriated to the Fiscal Year 2022/23 Operating and Capital Budget.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of June, 2022.

DAVID J. SHAWVER, CHAIRMAN

APPROVED AS TO FORM:

HONGDAO NGUYEN, AUTHORITY COUNSEL

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)
ATTEST:

I, Patricia A. Vazquez, Authority Secretary of the Stanton Housing Authority, Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. SHA 2022-02 has been duly signed by the Chairman and attested by the Authority Secretary, all at a regular meeting of the Stanton Housing Authority Board, held on June 14, 2022, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, AUTHORITY SECRETARY

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City of Stanton
Special Revenue Fund
HOUSING AUTHORITY FUND (#285)
FISCAL YEAR 2022/23

Account No.	Description	Actual 2020/21	Adopted Budget 2021/22	Amended Budget 2021/22 ⁽¹⁾	Proposed Budget 2022/23	% Change From Prior Year
PROJECTED REVENUE AND OTHER SOURCES						
435100	Interest	\$ 81,699	\$ 150,000	\$ 50,000	\$ 25,000	-50.00%
435110	Unrealized Gains/Losses	(64,464)	-	-	-	**
436115	Property Rental	10	-	-	-	**
436140	Tina Way/Pacific Ave. Property Rent	562,983	500,000	500,000	560,000	12.00%
437135	Expense Reimbursement	1,171	2,000	2,000	1,000	-50.00%
437145	Sale of Assets	210,100	-	682,000	-	-100.00%
TOTAL - PROJECTED REVENUE AND OTHER SOURCES		791,499	652,000	1,234,000	586,000	-52.51%
ESTIMATED EXPENDITURES AND OTHER USES						
Salaries and Benefits						
501110	Salaries-Regular	176,706	259,540	143,180	144,015	0.58%
501115	Salaries-Overtime	445	5,000	-	-	**
501120	Salaries-Part-Time	2,203	2,230	2,020	2,575	27.48%
502100	Retirement	40,201	71,340	46,215	34,475	-25.40%
502105	Workers' Compensation	-	4,500	2,390	2,135	-10.67%
502110	Health/Life Insurance	18,805	36,455	16,770	15,290	-8.83%
502111	Medical In-Lieu Pay	360	480	480	450	-6.25%
502115	Unemployment Insurance	1,090	1,035	435	195	-55.17%
502120	Medicare/FICA	2,485	3,675	1,985	2,010	1.26%
502125	Leave Disbursals	476	-	-	-	**
502130	Other Benefits	119	2,205	1,125	1,055	-6.22%
608130	Temporary Help	1,851	-	-	-	**
Total-Salaries and Benefits		244,741	386,460	214,600	202,200	-5.78%
Maintenance and Operations						
602100	Special Dept Expense	853	-	-	-	**
602110	Office Expense	-	1,000	1,000	1,000	0.00%
602115	Postage	208	500	500	500	0.00%
602140	Materials and Supplies	548	5,000	5,000	5,000	0.00%
602140	Minor Repairs	11,824	15,000	15,000	15,000	0.00%
604105	Utilities	62,525	50,000	50,000	50,000	0.00%
607100	Membership Dues	4,630	5,300	5,300	4,800	-9.43%
607110	Travel/Conference/Meetings	-	1,000	1,000	1,000	0.00%
607115	Training	-	2,500	2,500	2,500	0.00%
608100	Contractual Services	607,712	-	2,765,440	-	-100.00%
608105	Professional Services	232,666	437,000	410,000	554,500	35.24%
610135	Relocation Assistance	81,469	40,000	40,000	40,000	0.00%
610230	Navigation Center (North SPA)	-	30,000	30,000	50,000	66.67%
611110	O.C. Sanitation User Fee	23,652	21,400	21,400	21,500	0.47%
612115	Building Maintenance	-	-	-	75,000	100.00%
Total-Maintenance and Operations		1,026,087	608,700	3,347,140	820,800	-75.48%

**City of Stanton
Special Revenue Fund
HOUSING AUTHORITY FUND (#285)
FISCAL YEAR 2022/23**

Account No.	Description	Actual 2020/21	Adopted Budget 2021/22	Amended Budget 2021/22 ⁽¹⁾	Proposed Budget 2022/23	% Change From Prior Year
Allocated Charges						
612105	Vehicle Replacement Charge	1,993	10,075	10,075	5,805	-42.38%
612115	Liability Insurance Charge	-	16,190	16,190	7,295	-54.94%
612140	Information Technology Charge	20,924	24,075	24,075	18,215	-24.34%
614205	Admin Overhead	32,996	40,100	20,850	21,580	3.50%
Total-Allocated Charges		55,913	90,440	71,190	52,895	-25.70%
Capital Outlay						
702100	Office Furniture	1,047	-	-	-	**
760100	Demolition/Condemnation	187,875	-	-	200,000	100.00%
790100	Land Acquisition	1,961,438	-	-	-	**
Total-Capital Outlay		2,150,360	-	-	200,000	100.00%
Transfer to Other Funds						
800101	Transfer to General Fund	-	-	890,000	-	-100.00%
TOTAL - ESTIMATED EXPENDITURES AND OTHER USES		3,477,101	1,085,600	4,522,930	1,275,895	-71.79%
REVENUES OVER (UNDER) EXPENDITURES		\$ (2,685,602)	\$ (433,600)	\$ (3,288,930)	\$ (689,895)	

Note:

⁽¹⁾ - Per Fiscal Year 2021/22 Mid-Year Budget Update.

RESOLUTION NO. 2022-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REGARDING EMPLOYEE BENEFITS AND SALARY RATES FOR ALL CLASSES OF EMPLOYMENT

WHEREAS, the City Council has historically adopted a resolution establishing the salary and benefits for all classes of employment;

WHEREAS, Resolution No. 2022-22 included the most recent revisions to the salary and benefits for all classes of employment;

WHEREAS, the City Council will review such resolution annually and make amendments as necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, RESOLVES AS FOLLOWS:

Section 1. Superseding City Council Resolution 2022-22 and all prior resolutions, and each of them in their entirety, the following salary ranges are assigned to the listed classes of employment. Annual compensation is equal to 26 bi-weekly pay periods. Six months of City service are required to advance to the next pay step in the salary range for full-time and part-time classes of employment. Salary Ranges are included as Exhibit A. The monthly salary schedule is included as Exhibit B.

RANGE	POSITION TITLE	Annual Minimum	Annual Maximum
1	Administrative Clerk	\$40,500	\$51,684
1	Facilities Maintenance Worker I	\$40,500	\$51,684
5	Senior Administrative Clerk	\$44,700	\$57,048
8	Facilities Maintenance Worker II	\$48,132	\$61,440
10	Departmental Assistant	\$50,568	\$64,548
10	Marketing Assistant	\$50,568	\$64,548
10	Parking Control/Code Enforcement Specialist	\$50,568	\$64,548
10	Permit Technician	\$50,568	\$64,548
12	Business License Specialist	\$53,136	\$67,812
12	Planning Technician	\$53,136	\$67,812
13	Senior Facilities Maintenance Worker	\$54,456	\$69,504
16	Administrative Services Coordinator	\$58,644	\$74,856
16	Community Services Coordinator	\$58,644	\$74,856
16	Outreach Coordinator	\$58,644	\$74,856
18	Building Inspector	\$61,620	\$78,648
18	Engineering Assistant	\$61,620	\$78,648
19	Administrative Services Supervisor	\$63,156	\$80,604

19	Code Enforcement Officer	\$63,156	\$80,604
19	Senior Accounting Technician	\$63,156	\$80,604
20	Management Analyst	\$64,740	\$82,620
21	Assistant Planner	\$66,360	\$84,684
21	Economic Development Specialist	\$66,360	\$84,684
21	Housing Specialist	\$66,360	\$84,684
21	Information Technology Specialist	\$66,360	\$84,684
22	Accountant	\$68,016	\$86,808
22	Public Works Inspector	\$68,016	\$86,808
26	Associate Engineer	\$75,072	\$95,820
26	Associate Planner	\$75,072	\$95,820
26	Code Enforcement/Parking Control Supervisor	\$75,072	\$95,820
26	Community Services Supervisor	\$75,072	\$95,820
26	Facilities Maintenance Supervisor	\$75,072	\$95,820
26	Housing Associate	\$75,072	\$95,820
26	Human Resources/Risk Management Analyst	\$75,072	\$95,820
31	Senior Public Works Inspector	\$84,936	\$108,408
33	Civil Engineer	\$89,244	\$113,904
33	Senior Planner	\$89,244	\$113,904
35	Accounting Manager	\$93,756	\$119,664
35	Administrative Services Manager	\$93,756	\$119,664
35	Assistant to the City Manager	\$93,756	\$119,664
35	Building Official	\$93,756	\$119,664
35	City Clerk	\$93,756	\$119,664
35	Code Enforcement/Parking Control Manager	\$93,756	\$119,664
35	Community Services Manager	\$93,756	\$119,664
35	Human Resources Manager	\$93,756	\$119,664
35	Planning Manager	\$93,756	\$119,664
35	Public Works Manager	\$93,756	\$119,664
43	Assistant City Engineer	\$114,420	\$145,800
43	Assistant Community and Economic Development Director	\$114,420	\$145,800
50	Administrative Services Director	\$135,792	\$173,304
50	Community/Economic Development Director	\$135,792	\$173,304
50	Community Services Director	\$135,792	\$173,304
50	Finance Director	\$135,792	\$173,304
50	Public Works Director/City Engineer	\$135,792	\$173,304
50	Public Safety Services Director	\$135,792	\$173,304
53	Assistant City Manager	\$146,232	\$186,636
	City Manager		\$200,634

Part Time Positions			
Range	Position Title	Hourly Minimum	Hourly Maximum
1A	Intern	\$16.20	\$20.68
1A	Recreation Leader	\$16.20	\$20.68
1A	Park Ranger	\$16.20	\$20.68
1	Administrative Clerk Hourly	\$19.47	\$24.85
1	Senior Recreation Leader	\$19.47	\$24.85
2	Code Enforcement Technician	\$19.96	\$25.47
10	Parking Control/Code Enforcement Specialist Hourly	\$24.31	\$31.03
16	Community Services Coordinator Hourly	\$28.20	\$35.99

Section 2. The following table designates the full-time position titles as non-exempt or exempt under the Fair Labor Standards Act (“FLSA”). All hourly part-time positions listed in Section 1 of this resolution are designated as non-exempt. Position titles designated as non-exempt are compensated overtime or compensatory time for hours worked in excess of forty (40) hours per workweek. Position titles designated as exempt are not eligible for overtime compensation under the FLSA, and will not receive overtime compensation for hours worked in excess of forty (40) hours per workweek.

FLSA DESIGNATION		
POSITION TITLE	EXEMPT/NON-EXEMPT STATUS	POSITION CATEGORY
City Manager	Exempt	Executive
Assistant City Manager	Exempt	Executive
Public Safety Services Director	Exempt	Executive
Public Works Director/City Engineer	Exempt	Executive
Finance Director	Exempt	Executive
Community Services Director	Exempt	Executive
Community and Economic Development Director	Exempt	Executive
Administrative Services Director	Exempt	Executive
Assistant Community and Economic Development Director	Exempt	Management
Assistant City Engineer	Exempt	Management
Public Works Manager	Exempt	Management
Planning Manager	Exempt	Management
Human Resources Manager	Exempt	Management
Community Services Manager	Exempt	Management
City Clerk	Exempt	Management
Code Enforcement/Parking Control Manager	Exempt	Management
Building Official	Exempt	Management
Assistant to the City Manager	Exempt	Management

Administrative Services Manager	Exempt	Management
Accounting Manager	Exempt	Management
Facilities Maintenance Supervisor	Exempt	Supervisory
Community Services Supervisor	Exempt	Supervisory
Code Enforcement/Parking Control Supervisor	Exempt	Supervisory
Administrative Services Supervisor	Exempt	Supervisory
Civil Engineer	Non-Exempt	General
Senior Planner	Non-Exempt	General
Senior Public Works Inspector	Non-Exempt	General
Human Resources/Risk Management Analyst	Non-Exempt	General
Housing Associate	Non-Exempt	General
Associate Planner	Non-Exempt	General
Associate Engineer	Non-Exempt	General
Public Works Inspector	Non-Exempt	General
Accountant	Non-Exempt	General
Assistant Planner	Non-Exempt	General
Housing Specialist	Non-Exempt	General
Information Technology Specialist	Non-Exempt	General
Economic Development Specialist	Non-Exempt	General
Management Analyst	Non-Exempt	General
Code Enforcement Officer	Non-Exempt	General
Senior Accounting Technician	Non-Exempt	General
Engineering Assistant	Non-Exempt	General
Building Inspector	Non-Exempt	General
Outreach Coordinator	Non-Exempt	General
Community Services Coordinator	Non-Exempt	General
Administrative Services Coordinator	Non-Exempt	General
Senior Facilities Maintenance Worker	Non-Exempt	General
Business License Specialist	Non-Exempt	General
Planning Technician	Non-Exempt	General
Permit Technician	Non-Exempt	General
Parking Control/Code Enforcement Specialist	Non-Exempt	General
Marketing Assistant	Non-Exempt	General
Departmental Assistant	Non-Exempt	General
Facilities Maintenance Worker II	Non-Exempt	General
Senior Administrative Clerk	Non-Exempt	General
Facilities Maintenance Worker I	Non-Exempt	General
Administrative Clerk	Non-Exempt	General

Section 3. The City of Stanton will provide the following benefits:

I. RETIREMENT:

1. The City is a member of the California Public Employees Retirement System (CalPERS), pursuant to the California Public Employees Retirement Law (Cal. Gov. Code § 30000 et seq.) (PERL), as amended by the Public Employees' Pension Reform Act of 2013 (PEPRA) (Assembly Bill (AB) 340, Chapter 296, Statutes of 2012, and AB 197, Chapter 297, Statutes of 2012). The City shall provide a tax-qualified governmental defined benefit plan for all full-time miscellaneous class of employees through CalPERS, in accordance with the following provisions:
 - a. Employees who are CalPERS members are subject to provisions of PERL, as amended by PEPRA. PEPRA imposes requirements and limitations on public employment retirement benefits for public employees, including establishment of a category of employees defined in PEPRA as "new members". Employees who were hired prior to January 1, 2013, or who otherwise do not fall within the definition of a "new member" under PEPRA, are referred to in this Resolution as a "classic member" under PEPRA.
 - b. Employees hired on or before August 27, 2011, are described as "classic members" (Tier 1). Classic members' (Tier 1) retirement benefits are based on the two percent at fifty-five (2% at 55) formula. The City shall pay the seven percent (7%) member contribution of their pensionable income to CalPERS as part of the required member retirement contribution.
 - c. Employees hired on or after August 28, 2011, are also described as "classic members" (2nd Tier). Classic members' (2nd Tier) retirement benefits are based on the two percent at sixty (2% at 60) formula. Tier 2 employees shall pay seven percent (7%) of their pensionable income to CalPERS as part of the required member retirement contribution.
 - d. Employees hired after January 1, 2013, and who are new to CalPERS, or have had more than a six (6) month break in CalPERS service, are subject to all laws, statutes, rules and regulations of the Public Employees' Pension Reform Act of 2013 (PEPRA or 3rd Tier). The new member retirement benefit formula is two percent at sixty-two (2% at 62). All new members shall pay at least fifty percent (50%) of the normal cost of the retirement contribution rate, or the current contribution rate of similarly situated employees, whichever is higher, to CalPERS as part of the required member retirement contribution.
 - e. All full-time employees will be covered by the 1959 Survivor Benefit. A \$.93 bi-weekly deduction is required. This benefit consists of a monthly allowance, which may be paid to the employee's surviving spouse and children and is paid along with other death benefits and is payable whether or not the employee was eligible to retire at the time of death.

2. The City shall provide a retirement plan for all hourly part-time employees. Part-time employees are covered by the Public Agency Retirement Services Alternate Retirement System (PARS ARS). Employees contribute 7.5% salary contribution towards this program on a pre-tax basis. Upon separation from the City, hourly employees will receive one hundred percent (100%) of their contributions, plus any accrued interest.

II. INSURANCES:

1. The City shall pay the minimum required monthly contribution for medical insurance for active employees as required by the Public Employees' Medical and Hospital Care Act (PEMHCA). To the extent required by the law, the City shall also contribute this amount for retirees.
2. The City shall pay the current Kaiser (OC) medical insurance premium for all eligible employees and two-thirds (2/3) of the additional Kaiser (OC) premium for eligible dependents. The individual employee shall pay the difference in the premium of the plan they choose, to be deducted from their salary. If a less expensive plan is selected by the employee, the employee shall receive the unused portion of the City's contribution as a cash payment not to exceed one hundred dollars (\$100.00) per month.
3. The City shall provide a medical insurance rebate program for full-time employees who are eligible for the City medical insurance program pursuant to Section II.2 above, and who are currently enrolled under a medical insurance program through a spouse or other source. Any employee for whom the City has approved waiver, the City shall compensate the employee in the amount of three hundred and fifty dollars (\$350.00) per month with the exception of Department Heads. The City shall compensate the employees occupying these positions as follows:

Position	Amount
Administrative Services Director	\$500
Assistant City Manager	\$500
City Manager	\$500
Community & Economic Development Director	\$500
Community Services Director	\$500
Finance Director	\$500
Public Works Director/City Engineer	\$500
Public Safety Services Director	\$500

4. The City shall contribute up to a maximum of twenty-three dollars and eight cents (\$23.08) per pay period for each part-time employee, who has been employed by the City for at least one year, to be used at the employee's discretion for designated dental and/or vision benefits. Such City contributions shall only be used for

designated dental and/or vision benefits as determined by the City or a cash payment.

5. The City shall provide dental insurance for all eligible employees and their eligible dependents. This is provided by a carrier of the City's choosing. The City shall pay the current Delta Dental (PPO) premium amount for eligible employees and two-thirds (2/3) of the additional Delta Dental (PPO) premium for eligible dependents.
6. The City shall provide vision insurance for all eligible employees and their eligible dependents. This is provided by a carrier of the City's choosing. The City shall pay the current vision insurance premium for eligible employees and two-thirds (2/3) of the premium for eligible dependents.
7. The City shall provide term life insurance to full-time employees as follows:
 - a. The City will provide full-time employees with life insurance equal to a maximum of fifty thousand dollars (\$50,000) per employee.
 - b. The City will provide the City Manager with life insurance equal to a maximum of one hundred and fifty thousand dollars (\$150,000).
8. The City shall provide short-term disability insurance for regular full-time employees up to sixty-seven percent (67%) of the employee's weekly pre-disability earnings. However, the benefit shall not be more than two thousand dollars (\$2,000.00) per week. Payment for any accident or sickness eligible under the short-term disability policy shall commence on the thirty-first (31st) day after the accident occurs or sickness commences and shall continue for no more than sixty (60) days.
9. The City shall provide long-term disability insurance for regular full-time employees up to sixty percent (60%) of the employee's monthly pre-disability earnings. However, the benefit shall not be more than five thousand dollars (\$5,000) per month. If a disability qualifies under the long-term disability policy, benefits shall commence ninety (90) days after the accident occurs or sickness commences. An employee may not receive short-term disability insurance benefits and long-term disability insurance benefits at the same time.
10. In accordance with the California Labor Code, the City pays the rates for unemployment insurance for City employees as determined by the Employment Development Department.
11. Under the Workers' Compensation Insurance Law of California, any employee injured on the job in the course of employment is entitled to disability compensation and medical care.

III. VACATION:

1. Employees occupying full-time positions shall accrue vacation according to the following schedule:

Months of Service	Monthly Accrual	Annual Accrual
1-60	8	96
61-120	12	144
121+	16	192

2. Employees occupying part-time positions, who have completed one year of employment with the City, shall accrue vacation time expressed in working hours in accordance with the following:

Years of Service	Monthly Accrual	Annual Accrual
13-60	4	48
61-120	6	72
121+	8	96

3. Department Heads and the City Manager are not eligible to accrue vacation.
4. Vacation will be credited bi-weekly on a prorated basis proportionate to a full working month. Upon separation from the City, employees shall be compensated at their then rate of pay for their accrued vacation to a maximum of 360 hours. The maximum number of vacation hours an employee can accrue at any time is 360 hours. An employee who has reached 360 accrued vacation hours will stop accruing hours and will resume accruing vacation hours only when the number of accrued vacation hours falls below 300 hours. Probationary employees shall begin accrual of vacation leave effective on their first day of employment. New employees shall not be eligible to take vacation leave until completion of six (6) months of continuous service. Probationary employees may request exceptions to this policy, which may or may not be granted by the City Manager, in his/her discretion. Upon termination or resignation, the accrual of vacation for full-time employees will be pro-rated based on the number of hours worked during the final pay period. Upon termination or resignation, the accrual of vacation for eligible part-time employees will be pro-rated based on the number of weeks employed during the pay period.

IV. HOLIDAYS:

1. Full-time employees shall receive ten (10) hours of holiday pay for each holiday. Part-time employees, who have completed one year of employment with the City, shall receive five (5) hours of holiday pay for each holiday. Holiday pay shall be computed at the employee's basic hourly rate.

2. For pay purposes, the following holidays are recognized as municipal holidays for employees. Said employees shall receive these holidays off with pay:

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday in January)
President's Day (3 rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1 st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (every 4 th Thursday of November)
Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve Day (December 31)

3. If any holiday falls on a Sunday and it is the employee's regularly scheduled day off, the following Monday shall be treated as the holiday.
4. If such holiday falls on a Friday or Saturday, employees will receive floating holiday hours for those holidays. Employees will be credited at the beginning of each fiscal year for the determined amount of hours for those holidays falling on scheduled days off. Employees must use these accrued holiday hours by June 30th of each fiscal year.
5. In addition to the above holidays, each regular full-time and part-time employee shall be eligible for one (1) floating holiday of his or her choice to be scheduled with the approval of his/her Department Head. Floating holidays not used will be forfeited.
6. City services will be closed each year from December 26 through December 30 for Winter Holiday Closure. The City will provide full-time employees and eligible part-time employees additional floating holiday pay for two (2) days between December 26 and December 30 that are the employee's normal working days per Resolution No. 2014-41. Some City facilities, programs, and services may be required to remain open during this period as deemed necessary by the Department Head or City Manager.

V. LEAVES OF ABSENCE

1. Full-time employee sick leave with pay shall accrue at the rate of eight (8) hours for each calendar month for a total of 96 hours per fiscal year. Part-time employees shall accrue four (4) hours for each calendar month for a total of 48 hours per fiscal year. No employee may accumulate more than two hundred fifty (250) hours of sick leave. Upon separation, termination or retirement, there is no payout of unused sick leave for both full-time and part-time employees.
2. An employee shall be eligible for bereavement leave to receive necessary time off, not to exceed one (1) day in any one (1) instance, to arrange for or attend a funeral of a member of his/her immediate family. Immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, brother-in-law, sister, sister-in-law, spouse, domestic partner, child, grandparent, grandchild, legal guardian or legal ward. The first day of bereavement leave, in any one instance, shall be with pay and shall not be chargeable to any other leave balance. Upon request to and written approval by the City Manager, an employee may in certain circumstances be eligible to receive additional necessary time off, not to exceed two (2) days in any one (1) instance. These two (2) additional days of bereavement leave, if approved, shall be with pay and chargeable to the employee's sick leave balance.
3. Voting Leave shall be provided in accordance with the California election Code, Sections 14000 and 14001, if a registered voter employee does not have sufficient time outside regular working hours within which to vote at statewide elections, he/she may take off such working time as will enable him/her to vote. A maximum of two (2) hours may be taken with pay.
4. Employees called to serve jury duty will be granted a leave of absence for a total of up to eight (8) days in any one calendar year provided any and all consideration, except travel reimbursement, received for such services is relinquished to the City. Fees for Jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Under special circumstances the City Manager, or designated representative(s), may authorize additional time if said time will not interfere or become a burden to City activities.
5. An employee who is called to answer a subpoena as a witness in any matter relating to City business during the employee's work hours shall be compensated at his/her regular rate of pay for all hours of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the City. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.

6. Military leave shall be provided as set forth in the applicable California and federal law. An employee entitled to military leave shall give his/her Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking military leave, an employee, when possible, shall present a copy of his/her military orders to his/her Department Head. The Department Head shall advise the Personnel Officer of such military orders immediately.
7. A regular, part-time, or probationary employee shall be entitled to necessary time off with pay to participate in fitness tests, examinations and interviews required by the Personnel Officer during working hours for the purpose of determining eligibility for movement to another class or transfer from one position to another.
8. The Administrative Service Leave Program is designed for employees whose positions are characterized by: (1) a work time requirement which exceeds a normal workweek (2) mental application to work related matters during off duty hours (3) a continuing on-call status to address critical problems or issues (4) the inability of the incumbent to delegate all his/her work during vacations or other time off.
 - a. Administrative leave shall be provided on an annual basis to the following staff occupying these positions:

Position	Hours
City Clerk	64
Code Enforcement/Parking Control Supervisor	40
Planning Manager	40
Human Resources Manager	40
Community Services Manager	40
Code Enforcement/Parking Control Manager	40
Administrative Services Manager	40
Accounting Manager	40
Public Works Manager	40
Building Official	40
Community Services Supervisor	40
Facilities Maintenance Supervisor	40
Assistant City Engineer	40
Assistant to the City Manager	40
Administrative Services Supervisor	40
Assistant Community and Economic Development Director	40

- b. Administrative leave shall be credited at the beginning of the fiscal year. The City Manager shall have the discretion to increase the maximum

amount of Administrative Service Leave, up to a maximum amount of sixty-four (64) hours to the employees listed above. All Administrative Service Leave should be used within the fiscal year in which it is granted. Any Administrative Service Leave remaining at the end of the fiscal year will carry over to the following year, but will decrease the amount of Administrative Service Leave that is credited for the following fiscal year.

- c. Employees eligible for overtime pay may not participate in the Administrative Service Leave program.
- 9. Comprehensive Leave, in lieu of sick, vacation, administrative, or other paid leave, shall be provided on an annual basis to the following staff occupying these positions:

Position	Hours
Administrative Services Director	300
Assistant City Manager	300
City Manager	300
Community & Economic Development Director	300
Community Services Director	300
Finance Director	300
Public Works Director/City Engineer	300
Public Safety Services Director	300

- a. Every June 30th during the term of the employment agreement, Employee shall be paid at his/her then current rate of pay for all accumulated leave up to the maximum per his/her employment agreement. On July 1st of each year during the term of the employment agreement, the total amount of comprehensive leave available to the employee shall be replenished to reach the maximum comprehensive leave accumulation limit provided above.
- 10. In compliance with the California Moore-Roberti Family Rights Act of 1991 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), the City will provide up to 12 weeks in any 12-month period, unpaid, job-protected leave to eligible employees for certain family and medical reasons, in accordance with the City's Personnel Rules Handbook.
 - 11. A female employee disabled by pregnancy, childbirth or related medical conditions may take up to four (4) months of unpaid pregnancy disability leave per pregnancy, in addition to any family care or medical leave to which the employee may be entitled, in accordance with the City's Personnel Rules Handbook.
 - 12. The City may, at the discretion of the City Manager, grant an employee a leave of absence without pay for a period not to exceed six (6) months when an employee has exhausted all of his/her paid leaves. After the initial six (6) months, the

Personnel Officer, in his/her discretion, may extend the leave for up to an additional three (3) months. However, unless otherwise required by law, in no circumstances shall the unpaid leave last longer than one (1) year. Leave without pay and without benefits is intended for unusual circumstances and approval will be evaluated based on the impact to departmental functions and work force levels.

VI. OVERTIME:

1. Employees designated as exempt are exempt from receiving overtime compensation.
2. Employees classified as non-exempt shall be paid at the rate of one and on-half (1½) times their times their hourly rate for all hours actually worked in excess of ten (10) hours in a workday or forty (40) hours during the normal workweek. Overtime is paid in increments of 30 minutes. Time worked shall be rounded off as one (1) hour for 45 minutes and one-half (1/2) hour for 15 minutes. Overtime shall not accrue until the affected employee has worked at least ten (10) hours in a workday or forty (40) hours during a workweek. No overtime will accrue during any scheduled closure of City Hall if the affected employee is scheduled to work during such period except where the employee works more than ten (10) hours in a workday or more than forty (40) hours during a workweek.

VII. MISCELLANEOUS BENEFITS:

1. Automobile allowance shall be provided on a monthly basis to the following staff occupying these positions:

Position	Amount
Administrative Services Director	\$300
Assistant City Manager	\$300
City Manager	\$300
Community and Economic Development Director	\$400
Community Services Director	\$300
Finance Director	\$300
Public Works Director/City Engineer	\$300
Public Safety Services Director	\$300

2. All regular and probationary full-time and part-time employees, who use one (1) or more alternative transportation methods (including carpool, vanpool, public transportation, bicycle or walking) to get to and from work at least four (4) days for a calendar month, are eligible to receive an incentive of five dollars (\$5.00) per day. Department Heads elected and appointed officials, temporary and contractual employees, volunteers, and any person who receives an automobile or transportation stipend from the City are excluded from participation in this program.

3. Cell phone allowance shall be provided on a monthly basis to the following staff occupying these positions:

Position	Amount
Administrative Services Director	\$100
Assistant City Manager	\$100
City Manager	\$100
Community & Economic Development Director	\$100
Community Services Director	\$100
Finance Director	\$100
Public Works Director/City Engineer	\$100
Public Safety Services Director	\$100

4. The City shall provide employees who are required to utilize a cellular phone for business related purposes and do not receive a cell phone allowance with a City paid cellular telephone as deemed appropriate by the City Manager. The policy is to use this City issued phone for City business only.
5. Employees who have reached three hundred fifty (350) hours of vacation accumulation may sell back vacation time to the City on the basis of two vacation hours for each vacation hour taken off by the employee during that fiscal year (July 1st through June 30th), up to a sell-back limit of eighty (80) hours. The sell back of vacation time shall be limited to one time during the fiscal year.
6. The City shall provide full-time employees a flexible spending account program for eligible health care and dependent care expenses.
7. The City shall offer employees additional voluntary health, dental and life insurance coverage plan options through AFLAC.
8. The City shall offer employees a Deferred Compensation Program. Participation is voluntary and the City does not match or contribute to employees' plan.
9. The City shall provide an Employee Assistance Program available to employees and their dependent family members.
10. The City shall provide a Sick Leave Incentive for the Prudent Use of Sick Leave.
- a. Regular full-time Regular full-time employees, who have used thirty (30) hours or less of sick leave during the prior fiscal year, shall be credited with twenty (20) vacation hours at the start of the new fiscal year.
 - b. Regular full-time employees, who have used more than thirty (30) hours but not more than sixty (60) hours of sick leave during the prior fiscal year, shall be credited with ten (10) vacation hours at the start of the new fiscal year.

- c. Part-time employees, who have completed one year of employment with the City, and who have used fifteen (15) hours or less of sick leave during the prior fiscal year, shall be credited with ten (10) vacation hours at the start of the new fiscal year.
 - d. Part-time employees, who have completed one year of employment with the City, and who have used more than fifteen (15) hours but not more than thirty (30) hours of sick leave during the prior fiscal year, shall be credited with five (5) vacation hours at the start of the new fiscal year.
11. Regular employees and part-time employees who have been employed for one (1) year are eligible for educational expense reimbursement. Education reimbursement shall be limited to one thousand two hundred and fifty dollars (\$1,250.00) per fiscal year per regular employee. Part-time employees are entitled to up to six hundred and twenty-five dollars (\$625.00) per fiscal year per employee. Education reimbursement may include books and tuition and shall not be made until such time as proper documentation is received by the Personnel Officer. Reimbursement shall not be made if proper documentation is not submitted within sixty (60) days of completion of the course. Employees who terminate their employment prior to the completion of the authorized course work or prior to the receipt of a payment under this program will not be eligible for any reimbursement for such course work under this program. Employees who terminate employment within one year of the completion of the course will reimburse the City the funds used upon separation.
12. The City shall provide bilingual pay to employees assigned to regularly and frequently speak and/or translate a second language in the amount of forty-six dollars and sixteen cents (\$46.16) for full-time employees and twenty-three dollars and eight cents (\$23.08) for part-time employees, per pay period for each pay period such assignment continues.
13. The City shall provide an employee computer purchase program. Employees can avail of the opportunity to purchase a personal computer with an interest-free two-year loan. Full-time employees, who have completed the one-year probationary period or part-time employees who have been employed with the City for over one year, are eligible to participate in this program.
14. The City will provide uniforms (pants and work shirts) for any employee who is required to wear a uniform as a condition of his/her employment.
15. The City shall provide a maximum of two hundred dollars (\$200.00) per year for the reimbursement of safety shoes for any employee who is required to wear safety shoes as a condition of his/her employment.
16. For those not provided with an auto allowance, the City will reimburse an employee the current Internal Revenue Service mileage rate in effect per mile driven for

authorized use of an employee's private vehicle on City business. Employees that receive an auto allowance are not eligible for mileage reimbursement and must have a private vehicle available for use on City business.

17. Each employee assigned to on-call duty shall receive two (2) hours pay at thirty-five dollars (\$35.00) per hours for each week such duty is performed. On call duty is defined as that period of time other than regularly scheduled work time during which an employee is subject to call-out to provide services which are the responsibility of the department in which he/she is employed.
18. If an employee, who is not in the Administrative Service, is called back after 10:00 p.m. because of a request made, and the employee has completed his/her normal work shift and left the workstation, he/she is entitled to two (2) hours minimum of call-back pay. If an employee is called back between the end of their shift (4:30 p.m. for City Yard and 6:00 p.m. for Civic Center) and 10:00 p.m., the employee will receive one (1) hour minimum of call-back pay. If an employee is called back on his/her normal day off, he/she is entitled to two (2) hours minimum of call back pay. All payments for call-back pay shall be paid at the regular rate of pay unless such additional hours are in excess of forty (40) for the employee's workweek wherein he/she will receive payment at one and one-half (1½) times the regular rate of pay.
19. The City shall continue to provide vacation in lieu (grandfathered benefit) pay in the amount of \$520 per year to eligible employees as authorized prior to 1989.

Section 4. The City expressly reserves the right, in its sole discretion, at any time and from time to time, but upon a non-discriminatory basis, to amend or rescind any provision of this Resolution or any benefits or salary provisions, or to terminate any benefits or salary provisions. Such changes may apply to current and/or future employees, retirees or their family members. All benefits in this Resolution shall be reviewed annually in their entirety.

Section 5. This Resolution shall become effective immediately upon its passage.

Section 6. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of June, 2022.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-30 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 June 14, 2022, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK

Exhibit: A

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

EXHIBIT “A”

Salary Grade	Monthly Step A	Hourly Step A	Monthly Step B	Hourly Step B	Monthly Step C	Hourly Step C	Monthly Step D	Hourly Step D	Monthly Step E	Hourly Step E	Monthly Step F	Hourly Step F
53	\$12,186	\$70.30	\$12,795	\$73.82	\$13,435	\$77.51	\$14,107	\$81.39	\$14,812	\$85.46	\$15,553	\$89.73
52	\$11,889	\$68.59	\$12,483	\$72.02	\$13,108	\$75.62	\$13,763	\$79.40	\$14,451	\$83.37	\$15,174	\$87.54
51	\$11,599	\$66.92	\$12,179	\$70.26	\$12,788	\$73.78	\$13,427	\$77.46	\$14,099	\$81.34	\$14,804	\$85.40
50	\$11,316	\$65.28	\$11,882	\$68.55	\$12,476	\$71.98	\$13,100	\$75.58	\$13,755	\$79.35	\$14,442	\$83.32
49	\$11,040	\$63.69	\$11,592	\$66.88	\$12,172	\$70.22	\$12,780	\$73.73	\$13,419	\$77.42	\$14,090	\$81.29
48	\$10,771	\$62.14	\$11,309	\$65.25	\$11,875	\$68.51	\$12,469	\$71.93	\$13,092	\$75.53	\$13,747	\$79.31
47	\$10,508	\$60.62	\$11,033	\$63.65	\$11,585	\$66.84	\$12,164	\$70.18	\$12,773	\$73.69	\$13,411	\$77.37
46	\$10,252	\$59.14	\$10,764	\$62.10	\$11,303	\$65.21	\$11,868	\$68.47	\$12,461	\$71.89	\$13,084	\$75.49
45	\$10,002	\$57.70	\$10,502	\$60.59	\$11,027	\$63.62	\$11,578	\$66.80	\$12,157	\$70.14	\$12,765	\$73.64
44	\$9,758	\$56.29	\$10,246	\$59.11	\$10,758	\$62.07	\$11,296	\$65.17	\$11,861	\$68.43	\$12,454	\$71.85
43	\$9,520	\$54.92	\$9,996	\$57.67	\$10,496	\$60.55	\$11,020	\$63.58	\$11,571	\$66.76	\$12,150	\$70.10
42	\$9,288	\$53.58	\$9,752	\$56.26	\$10,240	\$59.07	\$10,752	\$62.03	\$11,289	\$65.13	\$11,854	\$68.39
41	\$9,061	\$52.28	\$9,514	\$54.89	\$9,990	\$57.63	\$10,489	\$60.52	\$11,014	\$63.54	\$11,564	\$66.72
40	\$8,840	\$51.00	\$9,282	\$53.55	\$9,746	\$56.23	\$10,233	\$59.04	\$10,745	\$61.99	\$11,282	\$65.09
39	\$8,624	\$49.76	\$9,056	\$52.24	\$9,508	\$54.86	\$9,984	\$57.60	\$10,483	\$60.48	\$11,007	\$63.50
38	\$8,414	\$48.54	\$8,835	\$50.97	\$9,277	\$53.52	\$9,740	\$56.19	\$10,227	\$59.00	\$10,739	\$61.95
37	\$8,209	\$47.36	\$8,619	\$49.73	\$9,050	\$52.21	\$9,503	\$54.82	\$9,978	\$57.57	\$10,477	\$60.44
36	\$8,009	\$46.20	\$8,409	\$48.51	\$8,830	\$50.94	\$9,271	\$53.49	\$9,735	\$56.16	\$10,221	\$58.97
35	\$7,813	\$45.08	\$8,204	\$47.33	\$8,614	\$49.70	\$9,045	\$52.18	\$9,497	\$54.79	\$9,972	\$57.53
34	\$7,623	\$43.98	\$8,004	\$46.18	\$8,404	\$48.49	\$8,824	\$50.91	\$9,266	\$53.45	\$9,729	\$56.13
33	\$7,437	\$42.90	\$7,809	\$45.05	\$8,199	\$47.30	\$8,609	\$49.67	\$9,040	\$52.15	\$9,492	\$54.76
32	\$7,255	\$41.86	\$7,618	\$43.95	\$7,999	\$46.15	\$8,399	\$48.46	\$8,819	\$50.88	\$9,260	\$53.42
31	\$7,078	\$40.84	\$7,432	\$42.88	\$7,804	\$45.02	\$8,194	\$47.27	\$8,604	\$49.64	\$9,034	\$52.12
30	\$6,906	\$39.84	\$7,251	\$41.83	\$7,614	\$43.93	\$7,994	\$46.12	\$8,394	\$48.43	\$8,814	\$50.85
29	\$6,737	\$38.87	\$7,074	\$40.81	\$7,428	\$42.85	\$7,799	\$45.00	\$8,189	\$47.25	\$8,599	\$49.61
28	\$6,573	\$37.92	\$6,902	\$39.82	\$7,247	\$41.81	\$7,609	\$43.90	\$7,990	\$46.09	\$8,389	\$48.40
27	\$6,413	\$37.00	\$6,733	\$38.85	\$7,070	\$40.79	\$7,424	\$42.83	\$7,795	\$44.97	\$8,184	\$47.22
26	\$6,256	\$36.09	\$6,569	\$37.90	\$6,898	\$39.79	\$7,243	\$41.78	\$7,605	\$43.87	\$7,985	\$46.07

Salary Grade	Monthly Step A	Hourly Step A	Monthly Step B	Hourly Step B	Monthly Step C	Hourly Step C	Monthly Step D	Hourly Step D	Monthly Step E	Hourly Step E	Monthly Step F	Hourly Step F
25	\$6,104	\$35.21	\$6,409	\$36.97	\$6,729	\$38.82	\$7,066	\$40.76	\$7,419	\$42.80	\$7,790	\$44.94
24	\$5,955	\$34.36	\$6,253	\$36.07	\$6,565	\$37.88	\$6,894	\$39.77	\$7,238	\$41.76	\$7,600	\$43.85
23	\$5,810	\$33.52	\$6,100	\$35.19	\$6,405	\$36.95	\$6,725	\$38.80	\$7,062	\$40.74	\$7,415	\$42.78
22	\$5,668	\$32.70	\$5,951	\$34.33	\$6,249	\$36.05	\$6,561	\$37.85	\$6,889	\$39.75	\$7,234	\$41.73
21	\$5,530	\$31.90	\$5,806	\$33.50	\$6,097	\$35.17	\$6,401	\$36.93	\$6,721	\$38.78	\$7,057	\$40.72
20	\$5,395	\$31.12	\$5,665	\$32.68	\$5,948	\$34.31	\$6,245	\$36.03	\$6,557	\$37.83	\$6,885	\$39.72
19	\$5,263	\$30.36	\$5,526	\$31.88	\$5,803	\$33.48	\$6,093	\$35.15	\$6,398	\$36.91	\$6,717	\$38.75
18	\$5,135	\$29.62	\$5,392	\$31.11	\$5,661	\$32.66	\$5,944	\$34.29	\$6,241	\$36.01	\$6,554	\$37.81
17	\$5,010	\$28.90	\$5,260	\$30.35	\$5,523	\$31.86	\$5,799	\$33.46	\$6,089	\$35.13	\$6,394	\$36.89
16	\$4,887	\$28.20	\$5,132	\$29.61	\$5,388	\$31.09	\$5,658	\$32.64	\$5,941	\$34.27	\$6,238	\$35.99
15	\$4,768	\$27.51	\$5,007	\$28.88	\$5,257	\$30.33	\$5,520	\$31.85	\$5,796	\$33.44	\$6,086	\$35.11
14	\$4,652	\$26.84	\$4,885	\$28.18	\$5,129	\$29.59	\$5,385	\$31.07	\$5,654	\$32.62	\$5,937	\$34.25
13	\$4,538	\$26.18	\$4,765	\$27.49	\$5,004	\$28.87	\$5,254	\$30.31	\$5,517	\$31.83	\$5,792	\$33.42
12	\$4,428	\$25.55	\$4,649	\$26.82	\$4,882	\$28.16	\$5,126	\$29.57	\$5,382	\$31.05	\$5,651	\$32.60
11	\$4,320	\$24.92	\$4,536	\$26.17	\$4,763	\$27.48	\$5,001	\$28.85	\$5,251	\$30.29	\$5,513	\$31.81
10	\$4,214	\$24.31	\$4,425	\$25.53	\$4,646	\$26.81	\$4,879	\$28.15	\$5,123	\$29.55	\$5,379	\$31.03
9	\$4,112	\$23.72	\$4,317	\$24.91	\$4,533	\$26.15	\$4,760	\$27.46	\$4,998	\$28.83	\$5,248	\$30.27
8	\$4,011	\$23.14	\$4,212	\$24.30	\$4,423	\$25.51	\$4,644	\$26.79	\$4,876	\$28.13	\$5,120	\$29.54
7	\$3,914	\$22.58	\$4,109	\$23.71	\$4,315	\$24.89	\$4,530	\$26.14	\$4,757	\$27.44	\$4,995	\$28.82
6	\$3,818	\$22.03	\$4,009	\$23.13	\$4,209	\$24.29	\$4,420	\$25.50	\$4,641	\$26.77	\$4,873	\$28.11
5	\$3,725	\$21.49	\$3,911	\$22.56	\$4,107	\$23.69	\$4,312	\$24.88	\$4,528	\$26.12	\$4,754	\$27.43
4	\$3,634	\$20.97	\$3,816	\$22.01	\$4,007	\$23.11	\$4,207	\$24.27	\$4,417	\$25.48	\$4,638	\$26.76
3	\$3,545	\$20.45	\$3,723	\$21.48	\$3,909	\$22.55	\$4,104	\$23.68	\$4,310	\$24.86	\$4,525	\$26.11
2	\$3,459	\$19.96	\$3,632	\$20.95	\$3,814	\$22.00	\$4,004	\$23.10	\$4,204	\$24.26	\$4,415	\$25.47
1	\$3,375	\$19.47	\$3,543	\$20.44	\$3,721	\$21.46	\$3,907	\$22.54	\$4,102	\$23.66	\$4,307	\$24.85
1A	\$2,808	\$16.20	\$2,948	\$17.01	\$3,096	\$17.86	\$3,251	\$18.75	\$3,413	\$19.69	\$3,584	\$20.68

Exhibit: B*Click here to return to the agenda.***EXHIBIT "B"**

City of Stanton
Monthly Salary Schedule
Effective July 1, 2022

<u>RANGE NO.</u>	STEP	<u>POSITION/MONTHLY SALARY</u>					
		A	B	C	D	E	F
1A		16.20	17.01	17.86	18.75	19.69	20.68
		2808	2948	3096	3251	3413	3584
		<i>Intern</i>					
1		<i>Park Ranger</i>					
		<i>Recreation Leader</i>					
		19.47	20.44	21.46	22.54	23.66	24.85
2		3375	3543	3721	3907	4102	4307
		<i>Administrative Clerk</i>					
		<i>Facilities Maintenance Worker I</i>					
5		<i>Senior Recreation Leader</i>					
		19.96	20.95	22.00	23.10	24.26	25.47
		3459	3632	3814	4004	4204	4415
8		<i>Code Enforcement Technician</i>					
		21.49	22.56	23.69	24.88	26.12	27.43
		3725	3911	4107	4312	4528	4754
10		<i>Senior Administrative Clerk</i>					
		23.14	24.30	25.51	26.79	28.13	29.54
		4011	4212	4423	4644	4876	5120
12		<i>Facilities Maintenance Worker II</i>					
		24.31	25.53	26.81	28.15	29.55	31.03
		4214	4425	4646	4879	5123	5379
13		<i>Departmental Assistant</i>					
		<i>Marketing Assistant</i>					
		<i>Parking Control/Code Enforcement Specialist</i>					
		<i>Permit Technician</i>					
		25.55	26.82	28.16	29.57	31.05	32.60
		4428	4649	4882	5126	5382	5651
		<i>Business License Specialist</i>					
		<i>Planning Technician</i>					
		26.18	27.49	28.87	30.31	31.83	33.42
		4538	4765	5004	5254	5517	5792
		<i>Senior Facilities Maintenance Worker</i>					

*Monthly Salary are approximate rates based on the hourly conversion.

Council Approved: June 14, 2022 (Resolution 2022-30)

RANGE NO.**STEP****POSITION/MONTHLY SALARY****A B C D E F**

16 28.20 29.61 31.09 32.64 34.27 35.99
4887 5132 5388 5658 5941 6238

Administrative Services Coordinator
Community Services Coordinator
Outreach Coordinator

18 29.62 31.11 32.66 34.29 36.01 37.81
5135 5392 5661 5944 6241 6554

Building Inspector
Engineering Assistant

19 30.36 31.88 33.48 35.15 36.91 38.75
5263 5526 5803 6093 6398 6717

Administrative Services Supervisor
Code Enforcement Officer
Senior Accounting Technician

20 31.12 32.68 34.31 36.03 37.83 39.72
5395 5665 5948 6245 6557 6885

Management Analyst

21 31.90 33.50 35.17 36.93 38.78 40.72
5530 5806 6097 6401 6721 7057

Assistant Planner
Economic Development Specialist
Housing Specialist
Information Technology Specialist

22 32.70 34.33 36.05 37.85 39.75 41.73
5668 5951 6249 6561 6889 7234

Accountant
Public Works Inspector

26 36.09 37.90 39.79 41.78 43.87 46.07
6256 6569 6898 7243 7605 7985

Associate Engineer
Associate Planner
Code Enforcement/Parking Control Supervisor
Community Services Supervisor
Facilities Maintenance Supervisor
Housing Associate
Human Resources/Risk Management Analyst

31 40.84 42.88 45.02 47.27 49.64 52.12
7078 7432 7804 8194 8604 9034

Senior Public Works Inspector

<u>RANGE NO.</u>	STEP	<u>POSITION/MONTHLY SALARY</u>					
		A	B	C	D	E	F
33		42.90	45.05	47.30	49.67	52.15	54.76
		7437	7809	8199	8609	9040	9492
		<i>Civil Engineer</i> <i>Senior Planner</i>					
35		45.08	47.33	49.70	52.18	54.79	57.53
		7813	8204	8614	9045	9497	9972
		<i>Accounting Manager</i>					
		<i>Administrative Services Manager</i>					
		<i>Assistant to the City Manager</i>					
		<i>Building Official</i>					
		<i>City Clerk</i>					
		<i>Code Enforcement/Parking Control Manager</i>					
		<i>Community Services Manager</i>					
		<i>Human Resources Manager</i>					
		<i>Planning Manager</i>					
		<i>Public Works Manager</i>					
43		54.92	57.67	60.55	63.58	66.76	70.10
		9520	9996	10496	11020	11571	12150
		<i>Assistant City Engineer</i> <i>Assistant Community and Economic Development Director</i>					
50		65.28	68.55	71.98	75.58	79.35	83.32
		11316	11882	12476	13100	13755	14442
		<i>Administrative Services Director</i>					
		<i>Community & Economic Development Director</i>					
		<i>Community Services Director</i>					
		<i>Finance Director</i>					
		<i>Public Works Director/City Engineer</i> <i>Public Safety Services Director</i>					
53		70.30	73.82	77.51	81.39	85.46	89.73
		12186	12795	13435	14107	14812	15553
		<i>Assistant City Manager</i>					

The annual salary for the City Manager is \$200,634 (\$16,719/mo.) effective 7/1/2022.
The monthly salary for City Council Members is \$850 effective 3/5/2017.

Revision Effective Dates:	11/28/2012	04/25/2018	06/09/2020	07/01/2022
	03/10/2015	06/12/2018	07/14/2020	
	05/12/2015	09/11/2018	01/01/2021	
	03/05/2017	03/18/2019	07/01/2021	
	04/25/2017	09/24/2019	09/14/2021	
	06/27/2017	11/12/2019	01/01/2022	
	09/12/2017	01/01/2020	03/27/2022	
	02/27/2018	03/24/2020	05/16/2022	

*Monthly Salary are approximate rates based on the hourly conversion.

Council Approved: June 14, 2022 (Resolution 2022-30)

RESOLUTION NO. 2022-31

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA,
AMENDING THE POSITION CLASSIFICATION MANUAL**

WHEREAS, Chapter 2.44.02 of the Stanton Municipal Code requires the establishment of a Position Classification Plan; and

WHEREAS, Resolution No. 87-15 adopted that Position Classification Plan as a Position Classification Manual; and

WHEREAS, Resolution No. 2022-13 included the most recent revisions to the Position Classification Manual; and

WHEREAS, there is a need to change that plan by adding or deleting job classifications, and or changing certain elements of job classifications; and

WHEREAS, those changes are detailed in Exhibit “A” of this Resolution.

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

1. The changes as detailed in Exhibit “A” are incorporated into the Position Classification Manual.
2. The position descriptions included as Exhibit “B” to this Resolution are hereby adopted.
3. All parts of the Position Classification Manual not changed by Exhibits “A” and “B” shall remain effective.

ADOPTED, SIGNED AND APPROVED this 14th day of June, 2022.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-31 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 June 14, 2022, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK

EXHIBIT "A"

Pursuant to Resolution 2022-31, the following position classification and associated salary range is added or modified in the Position Classification Manual:

POSITION – NEW CLASSIFICATIONS

SALARY RANGE

Insert: Parking Control/Code Enforcement Manager

35

EXHIBIT "B"

CITY OF STANTON

Job Title: **Code Enforcement/
Parking Control Manager**

Department: Public Safety

Salary Range: 35

Reports to: Public Safety Services Director

SUMMARY DESCRIPTION

The purpose of this position is to manage, direct, plan and organize a variety of activities, operations and functions of the City's Code Enforcement and Parking Control programs and services; to coordinate assigned activities with other divisions, departments, outside agencies and the general public; and to provide highly responsible and complex staff assistance to the Public Safety Services Director.

Positions at this level have full managerial responsibility and accountability for specific assigned functions within the assigned department and for providing high level assistance to the department director on a wide range of programs and functions within the department. Incumbents are required to function independently with only occasional policy direction from the department director; and to exercise a significant level of discretion and initiative in completing tasks within broadly defined parameters.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Plan, direct, coordinate and review the work plan for code enforcement staff; assigns work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
- Manage the development and implementation of goals, objectives, policies, and priorities for the City's Code Enforcement and Parking Control programs; identify resource needs; recommend and implement policies and procedures.
- Oversee and provide direction in the management and enforcement of all Code Enforcement programs and all development code-related violations.
- Select, train, motivate and evaluate assigned personnel; provide and coordinate staff training in the areas of work methods and techniques, and the use and operation of equipment; update employees on current codes and regulations pertaining to parking control and code enforcement; work with employees to correct deficiencies; implement discipline and termination procedures.
- Assist in the development and administration of the Code Enforcement and Parking Control programs budget; forecast additional funds needed for staffing, equipment,

RESOLUTION NO. 2022-31

materials, and supplies; direct the monitoring of and approve expenditures; recommend adjustments as necessary.

- Coordinate assigned services and activities with those of other City departments, divisions, and outside agencies and organizations; meet with City planning, building and public works staff and legal counsel regarding complaints.
- Plan, direct, and participate in the investigation of potential violations and the enforcement of municipal codes, ordinances, standards, and health and safety regulations; document violations by securing photographs and other pertinent data; research ownership records, prior complaints, municipal codes and ordinances, and state regulations to establish whether a violation has occurred.
- Oversee and initiate contacts with residents, business representatives and other parties to explain the nature of incurred violations and to encourage compliance with municipal codes, ordinances, and community standards.
- Direct the preparation of and prepare notices of violation or noncompliance and citations according to applicable codes and regulations; issue letters to property owners notifying them of violation; as appropriate, affix notice of violation on property to abate fire and public safety hazards and public nuisances; prepare paperwork for conferences and hearings.
- Direct, coordinate and conduct follow-up abatement procedures including the preparation of additional correspondence, site visits, and communication with property owners and attorneys; conduct follow-up investigations to ensure compliance with applicable codes and ordinances; prepare non-compliance cases for legal action; present testimony at nuisance abatement hearings.
- Respond to public inquiries and complaints in a courteous manner; provide information to violators, the general public, business community and other government agencies regarding codes, laws and ordinances; resolve complaints in an efficient and timely manner; refer complaints to other City departments for action as necessary.
- Draft and recommend revisions to City Code Enforcement policies, procedures and standards; assist in preparing revisions to appropriate codes and ordinances.
- Provide staff assistance to the Community Services Commission and Planning Commission regarding Code Enforcement and Parking Control related issues.
- Supervise and participate in the development of assigned program work plans; assign work activities and projects; monitor workflow; review and evaluate work products, methods, and procedures.
- Participate in recommending the appointment of personnel; provide or coordinate staff training; establish and monitor employee performance objectives; prepare and present employee performance reviews; work with employees to correct deficiencies; implement discipline procedures; recommend employee terminations.
- Formulate discretionary judgements and determinations for complex and/or disputed cases.
- Respond to and handle difficult compliance cases regarding municipal code provisions and explains City regulations to City officials and the public relating to building, zoning, land use, planning and related issues.
- Serve as staff on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.

- Respond to and resolves difficult and sensitive citizen inquiries and complaints.
- Attend and participate in professional group meetings; stay abreast of relevant issues and changes to codes, ordinances, laws, and regulations.

Additional Tasks and Responsibilities:

- Perform related duties and responsibilities as assigned.
-

KNOWLEDGE REQUIRED

- Operational characteristics, services and activities of Code Enforcement and Parking Control programs.
 - Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
 - Principles and practices of program development and administration.
 - Principles and practices of budget preparation and administration.
 - Principles, practices, methods and techniques of code violation investigation and enforcement.
 - Operational characteristics of code enforcement and parking control equipment and tools.
 - Practices and techniques of research and report preparation.
 - Principles of supervision, training and performance evaluation.
 - Methods and procedures used in code enforcement including citation issuance procedures, methods to obtain various types of inspection warrants, and principles involved in the preparation of legal documents.
 - Pertinent Federal, State and local laws, codes and regulations.
 - Modern office practices, methods and computer equipment.
 - Occupational hazards and standard safety practices necessary in the area of code enforcement.
 - Principles of record keeping and reporting.
 - Principles and practices used in dealing with the public.
 - Basic mathematical principles.
 - English usage, spelling, vocabulary, grammar and punctuation.
 - Safe driving principles and practices.
-

ABILITIES/SKILLS

- Operate modern office equipment including computer equipment.
- Oversee and participate in the management of a comprehensive municipal code compliance program.
- Recommend and implement goals, objectives, and practices for providing effective and efficient Code Enforcement and Parking Control programs.
- Manage and coordinate the work of assigned personnel.

- Select, supervise, train and evaluate staff.
 - Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
 - Research, analyze and evaluate new service delivery methods, procedures, and techniques.
 - Prepare and administer budgets.
 - Prepare clear and concise reports.
 - Interpret, explain and fairly apply pertinent Federal, State and local laws, codes and regulations.
 - Independently perform the most difficult code enforcement and parking control work. Read and interpret maps, plans, and legal descriptions.
 - Maintain and update records, logs and reports.
 - Respond to inquiries, complaints, and requests for service in a fair, tactful and timely manner.
 - Communicate clearly and concisely, both orally and in writing.
 - Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
-

EXPERIENCE/TRAINING/EDUCATION

Any combination equivalent to experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Five years of increasingly responsible general code enforcement experience including one year of supervisory experience.
 - Equivalent to the completion of the twelfth grade supplemented by college level course work in planning, building inspection, investigation, criminal justice or a related field.
-

LICENSE OR CERTIFICATE

- Possession of, or ability to obtain, a valid California driver's license.
 - Possession of, or ability to obtain, a P.O.S.T. 832 Certificate.
-

PHYSICAL ACTIVITIES AND REQUIREMENTS

- Ability to work in a standard office environment requiring prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, crouching, and stooping in the performance of daily activities.
- Occasional pushing, pulling, dragging, and lifting office items weighing 25 lbs.
- Movements frequently and regularly require using the wrists, hands, and fingers to operate computers and office equipment.

- Willingness to work variable hours including nights, weekends and/or holidays.
 - Ability to hear and convey detailed or important instructions or information verbally and accurately.
 - Average visual acuity to prepare and read documents.
 - Ability to communicate with both the public and co-workers in a clear and concise manner.
 - Ability to travel to different sites and locations.
 - Exposure to outdoor conditions and inclement weather.
 - Adapt to standard office sounds generated by office equipment as well as standard noise levels resulting from communication with co-workers and the general public.
-

The City of Stanton is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

RESOLUTION NO. 2022-33

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA
ADOPTING ITS ARTICLE XIIIB APPROPRIATION LIMITATION (GANN LIMITATION)
FOR FISCAL YEAR 2022/23**

WHEREAS, on November 6, 1979, the voters of California added Article XIIIB to the State Constitution placing various limitations on the appropriation of the State and local governments; and

WHEREAS, Article XIIIB provides that the appropriation limit for Fiscal Year 2022/23 should not exceed the City of Stanton's appropriation limit for Fiscal Year 2022/23, adjusted for inflationary and population changes; and

WHEREAS, the City Council may choose to use the following as adjustment factors: (1) the annual growth in California per capita personal income or the growth in non-residential assessed valuation due to new construction within the city, and (2) population growth in the City of Stanton or population growth in the County of Orange, as provided by the State Department of Finance; and

WHEREAS, the information necessary for making these adjustments is attached as Exhibit A; and

WHEREAS, the City of Stanton has complied with all the provisions of Article XIIIB and amendments thereto per Proposition 111 in determining the appropriations limit for Fiscal Year 2022/23.

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

Section 1. The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

Section 2. The appropriations limitation in the fiscal year 2022/23 is \$73,589,161 as shown in attached Exhibit A; and,

Section 3. The amount of appropriations of the City of Stanton for Fiscal Year 2022/23 that are subject to the limitation are \$25,534,253; and,

Section 4. The appropriations of the City of Stanton for Fiscal Year 2022/23 do not exceed the limitation.

Section 5. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of June, 2022.

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. 2022-33 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 June 14, 2022, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT A
2022/23 APPROPRIATION LIMITATION CALCULATION

2022/23 APPROPRIATIONS LIMITATION:

2021/22 Limitation	\$66,693,095
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x Annual adjustment factors:

Population increase (for City of Stanton)	2.59%	1.0259
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Inflation charges (California personal income)	7.55%	x 1.0755
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Combining adjustment factors	<div style="border-top: 1px solid black; display: inline-block; width: 100%;">1.1034</div>
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2022/23 Limitation	<div style="border-top: 1px solid black; border-bottom: 3px double black; display: inline-block; width: 100%;">\$73,589,161</div>
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APPROPRIATIONS SUBJECT TO LIMITATION AND APPROPRIATIONS MARGIN:

Budget appropriation 2022/23	\$34,104,983
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Less exclusions:

Non-proceeds of taxes	(11,479,276)	
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Total exclusions	<div style="border-top: 1px solid black; display: inline-block; width: 100%;">(11,479,276)</div>
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Add change in fund balance	2,908,546
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Total appropriations subject to limitation	<div style="border-top: 1px solid black; border-bottom: 3px double black; display: inline-block; width: 100%;">\$25,534,253</div>
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Appropriations margin	<div style="border-bottom: 3px double black; display: inline-block; width: 100%;">\$48,054,908</div>
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RESOLUTION NO. 2022-34

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA,
APPROVING THE CITY OF STANTON RESERVE POLICY FOR FISCAL YEAR 2022/23**

WHEREAS, in June 2011, the City Council of the City of Stanton adopted Resolution No. 2011-34, establishing a commitment of fund balance for a General Fund Emergency Disaster Contingency; and,

WHEREAS, in March 2017, the City Council of the City of Stanton approved Resolution No. 2017-10 which approved the General Fund Reserve Policy that established committed reserves of fund balance for unforeseen expenditures as well as anticipated future expenditures that require ongoing funding for significant future outlays; and

WHEREAS, in June 2021, the City Council of the City of Stanton approved Resolution No. 2021-23 that established reserves in additional City funds; and,

WHEREAS, the Reserve Policy calls for City Council to review and approve the policy and reserve levels during the budget process; and,

WHEREAS, the Reserve Policy is attached to this resolution as Exhibit A.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1. The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2. The City of Stanton Reserve Policy as attached as Exhibit A is hereby approved and adopted.

SECTION 3. The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of June, 2022.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF STANTON)
ATTEST:

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2022-34 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 June 14, 2022, 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
RESERVE FUND POLICY**

I. BACKGROUND/ PURPOSE

The City of Stanton provides a wide range of services that impact the public safety and the quality of life of its residents and community members every day. Appropriate reserves are a key attribute of a financially stable organization and are an important component of the City's overall financial health. Strong reserves position an organization to weather significant economic downturns more effectively, manage the consequences of outside agency actions that may result in revenue reductions, and address unexpected emergencies. Establishing a formalized Reserve Policy (the "Policy") will serve as the framework to enable the City to meet its financial commitments and address unexpected future events in a fiscally prudent manner.

The purpose of this policy is to document the City's approach to establishing and maintaining strong reserves. The guidelines set forth will better enable the City to mitigate various risks, which could result in a shortfall of available money to meet basic services and needs of the City. Examples of risks include natural disasters, such as earthquakes, storms, floods, and unexpected shortfalls in revenue sources, such as property taxes and sales tax.

This policy is designed to:

1. Identify funds for which reserves should be established and maintained.
2. Establish target reserve levels and methodology for determining levels.
3. Establish criteria for the use of reserves and mechanisms to replenish reserves.

II. PERIODIC REVIEW

This Reserve Policy and the appropriate level of reserves are to be reviewed and approved by City Council at least during the budget process. The Finance Department will continue to monitor reserve and investment balances year-round to maintain healthy reserve levels.

III. USE OF RESERVE FUNDS

Reserve balances will be reviewed on an annual basis at, or near, the end of the fiscal year to ensure compliance with this Policy. In the event that the reserves exceed the established targets, excess monies can be transferred annually to the Capital Reserve. On an as-needed basis, money from the Capital Reserve can be used to supplement the Emergency Disaster Contingency Reserve to cover any shortfalls created by a public emergency or natural disaster.

The following committed reserves designed by the City in the event of unforeseen expenditures as well as to establish funding for anticipated future expenditures that

**CITY OF STANTON
RESERVE FUND POLICY**

require ongoing funding for significant future outlays. These committed balances are established by a resolution of the City Council and cannot be changed except by a similar subsequent City Council action. Recommendations to appropriate from any of these reserves will be brought forward by the City Manager and will require approval by a majority of the City Council. In the event any of these reserve balances are reduced below the target amounts established by this Policy, the City Council shall prepare a plan as promptly as conditions warrant to replenish the balance to the Policy's levels. The committed reserves are presented as follows:

A. *Economic Uncertainty Reserve*

- Purpose: These funds are committed to mitigate economic uncertainties, local disasters, and other financial hardships or downturns in the local or national economy.
- Target Level: The City's target will be 20% (rounded to the next \$100,000) of the General Fund operating expenditures, in accordance with the recommendation of the Government Finance Officers Association (GFOA).
- Events or Conditions Prompting Its Use: This reserve may be utilized as needed to pay outstanding operating expenditures due to budgeted revenue shortfalls. Use may include, but is not limited to:
 - Significant decrease in property, sales, or transactions and use tax, or other revenues.
 - Reductions in revenue due to actions by the state/federal government.

B. *Equipment and Maintenance Reserve*

- Purpose: These funds are committed to provide funding for non-scheduled capital asset repair and replacement.
- Target Level: \$150,000.
- Events or Conditions Prompting Its Use: This reserve may be utilized for the timely replacement or repair of City equipment or facilities costing more than \$15,000.

C. *Technology Equipment Reserve*

- Purpose: These funds are committed to provide funding for the timely replacement of technology equipment.
- Target Level: \$150,000.
- Events or Conditions Prompting Its Use: This reserve may be utilized in the event of an unplanned failure of IT equipment.

**CITY OF STANTON
RESERVE FUND POLICY**

D. *Vehicle Replacement Reserve*

- Purpose: These funds are committed to provide funding for the timely replacement of vehicles. This reserve will be held in the City's Fleet Maintenance Internal Service Fund.
- Target Level: \$100,000.
- Events or Conditions Prompting Its Use: This reserve may be utilized to replace City vehicles.

E. *Emergency Disaster Contingency Reserve*

- Purpose: These funds are committed to mitigate costs of unforeseeable emergencies, such as natural disasters, catastrophic events, or any situation requiring the declaration of an emergency as defined by Stanton Municipal Code Section 2.56.050.C.
- Target Level: The City's target will be 10% (rounded to the next \$100,000) of the General Fund operating expenditures.
- Events or Conditions Prompting Its Use: This reserve may be utilized to cover unexpected losses experienced by the City as a result of an unplanned, emergency event as described above.

F. *Capital Reserve*

- Purpose: These funds are committed for key infrastructure and capital improvement projects and established to provide capital repair and replacement funding as the City's infrastructure deteriorates over its expected useful life.
- Target Level: \$5,000,000 in the General Fund and \$1,000,000 in the Sewer Maintenance Enterprise Fund.
- Events or Conditions Prompting Its Use: This reserve may be utilized for capital projects approved by City Council.

G. *Pension and Other Post-Employment Benefits Stabilization Reserve*

- Purpose: These funds are committed to mitigate volatile increases in employer contribution rates to the California Public Employees' Retirement System (CalPERS) and the cost of retiree health insurance premiums. In addition, this reserve can be used to provide additional payments to CalPERS to pay down the City's pension liability. This reserve is maintained in the City's Employee Benefits Internal Service Fund.
- Target Level: Minimum of 50% of the City's unfunded actuarial liability with CalPERS to be held in an irrevocable trust fund.
- Events or Conditions Prompting Its Use: This reserve may be utilized when the City's revenues cannot support increases to the City's CalPERS employer contributions or City's share of retiree healthcare premiums. In addition, this

**CITY OF STANTON
RESERVE FUND POLICY**

reserve can be used to make additional payments to lower the City's total pension liability.

IV. Unassigned General Fund Balance

The unassigned General Fund balance is maintained to provide for contingencies for unforeseen operating or capital needs and to meet the City's cash flow requirements. The purpose of this reserve is to provide budgetary stabilization and not serve as an alternate funding source for new programs and ongoing operating expenditures.

**CITY OF STANTON
INVESTMENT POLICY
FISCAL YEAR 2022/23**

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CITY OF STANTON FY 2022/23 INVESTMENT POLICY

I. POLICY

This statement is intended to provide guidelines for the prudent investment of the City's temporary idle cash, and to outline the procedures for maximizing the efficiency of the City's cash management system. This statement will also be utilized by the Successor Agency to the Stanton Redevelopment Agency and the Stanton Housing Authority. The ultimate goal is to enhance the economic status of the City while safeguarding its assets.

II. SCOPE

This Investment Policy applies to all financial assets and funds held by the City of Stanton with the exception of deferred compensation assets (pension and other post-employment benefits) held in a trust and funds held by bond trustee that are controlled by the legal requirements of a debt indenture.

III. GENERAL OBJECTIVE

The objective of the investment portfolio is to meet the short and long-term cash flow demands of the City. This is achieved by safekeeping the corpus of cash assets under control and by earning income on cash assets not in immediate use. The City of Stanton strives to maintain the level of investment of all idle funds as near 100% as possible, through daily and projected cash flow determinations. Accordingly, the City's cash management system is designed to accurately monitor and forecast revenues and expenditures, thus enabling the City to invest funds to the fullest extent possible.

Idle cash management and investment transactions are the responsibility of the City Treasurer.

In conformance with California Government Code Sec. 53600.5, the City attempts to obtain the highest return possible while ensuring that safety and liquidity needs have been met.

The City's principal investment objectives, in priority order, are:

3.1: SAFETY

The safety and risk associated with an investment refers to the potential loss of principal, interest, or a combination of these amounts. The City should select only those investments that are considered very safe. The City shall not engage in speculation and will focus on the preservation of capital and protection of

investment principal. Diversification guidelines will be established to avoid incurring unreasonable risks regarding specific security types or individual financial institutions.

3.2: LIQUIDITY

This refers to the ability to "cash in" at any moment in time with a minimal chance of losing some portion of principal or interest. Liquidity is an important investment quality especially when the need for unexpected funds occurs. The investment program will provide for the maintenance of sufficient liquidity to meet operating requirements that are reasonably anticipated.

3.3: YIELD

Yield is the potential dollar earnings an investment can provide, and sometimes is referred to as the rate of return. The investment program will strive to attain a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints of safety and liquidity needs.

IV. STANDARDS OF CARE

4.1: DELEGATION OF AUTHORITY

The ultimate responsibility and authority for the investment of City funds resides with the City Council. The City Council will receive monthly reports, designate investment officers, and annually review the investment policy making any changes necessary by adoption. The City Council hereby designates the City Treasurer as the Investment Officer for the City's funds. The Investment Officer shall invest City funds in accordance with California Government Code Sec. 53600.5 and with this Investment Policy. This Policy shall constitute a "written order" from City Council. The City Treasurer is the Investment Officer, with the consent of the City Manager or designee, and may further delegate the authority to invest City funds to additional City Finance personnel with the consent of the City Manager.

Subject to required procurement procedures, the City may engage the support services of outside professionals in regard to its financial program, so long as it can be demonstrated or anticipated that these services produce a net financial advantage or necessary financial protection of the City's resources. The City Council may engage the services of one or more external investment managers to assist in the management of the City's investment portfolio in a manner consistent with the City's objectives. Such external managers may be granted discretion to purchase and sell investment securities in accordance with this Statement of Investment Policy. Such managers must be registered under the Investment Advisors Act of 1940, or be exempt from such registration. Such external managers shall be prohibited from executing safekeeping arrangements and wire transfers.

4.2: PRUDENCE

As a local agency defined by California Government Code Sec. 53600, the City of Stanton operates its pooled idle cash investments under California Government Code Sec. 53600.3, known as the "Prudent Investor Standard," which states, in part:

"When investing... or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including...the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section...investments may be acquired as authorized by law".

Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

4.3: ETHICS AND CONFLICT OF INTEREST

The City Treasurer, officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or that could impair their ability to make impartial decisions. The City Treasurer, officers and employees shall, at all times, comply with the Conflict-of-Interest Code described in Title 2 of the California Code of Regulations, section 18351, and the City's adopted Conflict of Interest Code. Employees and officers shall refrain from undertaking any personal investment transactions with the same individual with whom business is conducted on behalf of the City.

V. SAFEKEEPING AND CUSTODY

5.1: SAFEKEEPING OF SECURITIES AND FUNDS:

Securities purchased by the City shall be held in a segregated account for the City's benefit at a third-party trust department. The broker/dealer or bank from which the security is purchased shall issue a confirmation ticket to the City listing the specific instrument, issuer, coupon, maturity, CUSIP number, purchase or sale price, transaction date, and other pertinent information. The broker/dealer or bank that executes the transaction on the City's behalf shall deliver all securities on a delivery versus payment method to the designated third-party trustee at the direction of the City Treasurer. All securities will be evidenced by safekeeping receipts in the City's name.

Certificates of Deposit shall be excluded from delivery versus payment as long as certificates are issued in the City's name.

5.2: QUALIFIED INSTITUTIONS

The City of Stanton shall purchase authorized investments directly from the issuer, from an institution licensed by the State of California as a broker dealer, as defined in Section 25004 of the Corporations Code, or from a member of a federally regulated securities exchange, from a national or state chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code) or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank. {Cal. Gov. Code Sec. 53601.5}.

The City Treasurer will maintain a list of financial institutions formally authorized to provide investment services. The City shall formally authorize investment brokers to provide investment services to the City by conducting a process of due diligence. Investment Brokers may be Primary Dealers or Regional Brokers and licensed to do business in the State of California. Brokers must complete a broker questionnaire, which includes proof of National Association of Securities Dealers (NASD) certification, Proof of State registration and execute a certification that the Broker's employees and supervisory personnel have read and understand the City's Investment Policy. Additional information from the broker/dealers Form BD and/or the broker/dealers disclosure statements on www.FINRA.org, will be included in the review. The City Treasurer shall conduct periodic reviews of the approved list of investment brokers and may remove a firm from the approved list at any time due to any failure to comply with any of the above criteria, failure to execute a transaction; any change in broker/dealer staff; or any action, event, or failure to act which, in the sole discretion of the City Treasurer, is materially averse to the best interest of the City.

Selection of broker/dealers used by an external investment adviser retained by the City will be at the sole discretion of the adviser. Where possible, transactions with broker/dealers shall be selected on a competitive basis and their bid or offering prices shall be recorded. If there is no other readily available competitive offering, the investment adviser shall make their best efforts to document quotations for comparable or alternative securities. If qualitative characteristics of a transaction, including, but not limited to, complexity of the transaction, or sector expertise of the broker, prevent a competitive selection process, investment advisers shall use brokerage selection practices as described above.

5.3: ACCOUNTING METHOD

The City shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).

Pooling of Funds: Except for cash in certain restricted and special funds, the City will consolidate balances from all City and Successor Agency funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

5.4: INTERNAL CONTROLS

The City Treasurer shall maintain a system of internal controls which shall be reviewed and tested by the independent auditor at least annually or upon any extraordinary event, i.e., turnover of key personnel, the discovery of any inappropriate activity, etc.

Investment officials shall be bonded or covered by blanket crime insurance to protect the public against possible embezzlement or malice.

VI. AUTHORIZED AND SUITABLE INVESTMENTS

6.1 AUTHORIZED INVESTMENTS:

All investments of the City shall be made in accordance with the investments authorized for local agencies by the California Government Code, Section 53601.

6.2 SUITABLE INVESTMENTS:

The City's investments are governed by California Government Code, Sections 53600 *et seq.* Within the investments permitted by the Code, the City seeks to further restrict eligible investments to the guidelines listed below. In the event a discrepancy is found between this policy and the Code, the more restrictive parameters will take precedence. Percentage holding limits listed in this section apply at the time the security is purchased.

Any investment currently held at the time the policy is adopted which does not meet the new policy guidelines can be held until maturity, and shall be exempt from the current policy. At the time of the investment's maturity or liquidation, such funds shall be reinvested only as provided in the current policy.

An appropriate risk level shall be maintained by primarily purchasing securities that are of high quality, liquid, and marketable. The portfolio shall be diversified by security type and institution to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

6.211 COLLATERALIZED BANK DEPOSITS such as a passbook savings account, money market account or other demand deposits in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized in accordance with California law, provided that:

- The maximum maturity does not exceed five years.

6.212 MUNICIPAL SECURITIES include obligations of the City, the State of California, any of the other 49 states, and any local agency within the State of California, provided that:

- The securities are rated “A” or higher by at least one nationally recognized statistical rating organization.
- No more than 5% of the portfolio may be invested in any issuer.
- The maximum maturity does not exceed five years.

6.213 U.S. TREASURIES and other government obligations for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are no limits on the dollar amount or percentage that the Agency may invest in U.S. Treasuries, provided that:

- The maximum maturity is five years.

6.214 FEDERAL AGENCIES or United States Government-Sponsored Enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises. There are no limits on the dollar amount or percentage that the Agency may invest in Federal Agency or Government-Sponsored Enterprises (GSEs), provided that:

- No more than 25% of the portfolio may be invested in any Agency/GSE issuer.
- No more than 20% of the portfolio may be invested in callable securities.
- The maximum maturity does not exceed five years.

6.215 BANKER’S ACCEPTANCES, provided that:

- They are issued by institutions which have short-term debt obligations rated “A-1” or higher by at least one nationally recognized statistical-rating organization; or long-term debt obligations which are rated “A” or higher by at least one nationally recognized statistical rating organization.
- No more than 40% of the portfolio may be invested in Banker’s Acceptances.
- No more than 5% of the portfolio may be invested in any issuer.
- The maximum maturity does not exceed 180 days.

6.216 FEDERALLY INSURED TIME DEPOSITS (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions, provided that:

- The amount per institution is limited to the maximum covered under federal insurance.
- No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five years.

6.217 COLLATERALIZED TIME DEPOSITS (Non-Negotiable Certificates of Deposit) in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized with securities in accordance with California law, provided that:

- No more than 20% of the portfolio will be invested in a combination of federally insured and collateralized time deposits.
- The maximum maturity does not exceed five years.

6.218 CERTIFICATE OF DEPOSIT PLACEMENT SERVICE (CDARS)

- No more than 30% of the total portfolio may be invested in a combination of Certificates of Deposit, including CDARS.
- The maximum maturity does not exceed five years.

6.219 NEGOTIABLE CERTIFICATES OF DEPOSIT (NCDs), provided that:

- The amount of the NCD insured up to the FDIC/NCUA limit does not require any credit ratings.
- For any amount above the FDIC/NCUA insured limit they must be issued by institutions which have short-term debt obligations are rated "A-1" or higher by at least one nationally recognized statistical rating organization; or long-term obligations are rated "A" or higher by at least one nationally recognized statistical rating organization.
- No more than 30% of the total portfolio may be invested in NCDs (combined with CDARS.)
- No more than 5% of the portfolio may be invested in any issuer.
- The maximum maturity does not exceed five years.

6.220 COMMERCIAL PAPER, provided that:

- The issuer is a corporation organized and operating in the United States with assets in excess of \$500 million.
- The securities are rated "A-1" or higher by at least one nationally recognized statistical rating organization.
- They are issued by corporations which have long-term obligations are rated "A" or higher by at least one nationally recognized statistical rating organization.
- No more than 25% of the portfolio may be invested in Commercial Paper.
- No more than 5% of the portfolio may be invested in any issuer.
- The maximum maturity does not exceed 270 days.

6.221 STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF), provided that:

- The Agency may invest up to the maximum permitted amount in LAIF.
- LAIF's investments in instruments prohibited by or not specified in the Agency's policy do not exclude it from the Agency's list of allowable investments, provided that the fund's reports allow the Treasurer to adequately judge the risk inherent in LAIF's portfolio.

6.222 LOCAL GOVERNMENT INVESTMENT POOLS

- Other LGIPs permitted by client.

6.223 CORPORATE MEDIUM-TERM NOTES (MTNs), provided that:

- The issuer is a corporation organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States.
- The securities are rated “A” or higher by at least one nationally recognized statistical rating organization.
- No more than 30% of the total portfolio may be invested in MTNs.
- No more than 5% of the portfolio may be invested in any issuer.
- The maximum maturity does not exceed five years.

6.224 ASSET-BACKED, MORTGAGE-BACKED, MORTGAGE PASS-THROUGH SECURITIES, AND COLLATERALIZED MORTGAGE OBLIGATIONS, provided that:

- The securities are rated “AA” or higher by a nationally recognized statistical rating organization.
- They are issued by corporations which have long-term obligations are rated “A” or higher by at least one nationally recognized statistical rating organization.
- No more than 20% of the total portfolio may be invested in these securities.
- No more than 5% of the portfolio may be invested in any Asset-Backed or Commercial Mortgage security issuer. There is no issuer limitation on any Mortgage security where the issuer is the US Treasury or a Federal Agency/GSE.
- The maximum maturity does not exceed 5 years.

6.225 MONEY MARKET MUTUAL FUNDS that are registered with the Securities and Exchange Commission under the Investment Company Act of 1940, provided that:

- Such Funds meet either of the following criteria:
 1. Have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations; or
 2. Have retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years’ experience investing in the securities and obligations authorized by California Government Code, Section 53601 and with assets under management in excess of \$500 million.
- No more than 20% of the total portfolio may be invested in Money Market Mutual Funds.

6.226 Supranationals, provided that:

- Issues are US dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank.
- The securities are rated “AA” or higher by a NRSRO.
- No more than 30% of the total portfolio may be invested in these securities.
- No more than 10% of the portfolio may be invested in a single issuer.
- The maximum maturity does not exceed 5 years.

Professional investment managers that may be retained by the City may request more latitude in their choice of investment vehicles and practices than is allowed under this policy. As an integral part of their service to the City, such advisors shall recommend additional investment vehicles and practices, with limitations and restrictions on their use. The City Council must approve the investment vehicles and practices, and adopt an appropriate amendment to this policy prior to their implementation.

6.3 COLLATERALIZATION AND OTHER SAFETY CONSTRAINTS:

All bank deposits must be either federally insured or collateralized pursuant to requirements of State law. The City Treasurer may waive collateral for that portion of a deposit which is insured pursuant to Federal law.

6.4 PROHIBITED INVESTMENTS:

Certain securities will be prohibited as investments in the City’s portfolio. The City has prohibited certain securities that are allowable under the California Government Code, based on its own assessment of risk and for the protection of City funds. Prohibited investments are:

1. Pursuant to California Government Code Section 53601.6, local agencies are prohibited from making investments in the following vehicles:
 - Inverse floaters, range notes, or mortgage-derived interest-only strips.
 - Securities that could result in a zero-interest accrual if held to maturity.
2. City policy prohibition: The City further limits investments by expressly prohibiting investments in the following:
 - Stocks
 - Futures and options
 - Repurchase agreements
 - Reverse repurchase agreements
 - Leveraged investments of any kind
 - Foreign currency denominated securities

VII. INVESTMENT PARAMETERS:

7.1 DIVERSIFICATION:

The City will diversify the investment portfolio to avoid incurring unreasonable risks, both credit and interest rate risk, inherent in over-investing in specific instruments, individual financial institutions, or maturities. The City constrains the portfolio further than the California Government Code to reduce credit risk in the marketplace. Due to fluctuations in the aggregate portfolio balance, maximum percentages for a particular investment type, issuer or security structure may be exceeded at a point in time subsequent to the purchase of a particular security. Securities do not need to be liquidated to realign the portfolio; however, consideration should be given to the matter when future purchases are made.

7.2 INVESTMENT MATURITY:

- The City will not directly invest in securities maturing more than five (5) years from the date of purchase.
- The maximum weighted maturity of the total portfolio shall not exceed 3.5 years. This maximum is established to limit the portfolio to excessive price change exposure.
- Liquidity funds, defined as active bank deposits, LAIF and CAMP balances and money market securities with a maturity of less than six months, will comprise at least 20% of the total portfolio.
- Longer term/Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between one (1) day and five (5) years.

Exception to 5-year maturity maximum: Reserve or Capital Improvement Project monies may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

7.3 COMPETITIVE TRANSACTIONS

The City Treasurer shall obtain competitive bid information on all purchases of investment instruments purchased on the secondary market whenever possible and practical. Such competitive bid information can be executed through a competitive bid, through the use of a nationally recognized trading platform such as eConnect Direct, or from a third-party pricing source such as Bloomberg. Bid information can be obtained via telephone, faxed, or emailed quotes. If the City is offered a security for which there is no readily available competitive offering on the same specific issue, the City Treasurer shall document quotations for comparable or alternative securities. The Treasurer will select the quote which best satisfies the investment objectives of the investment portfolio within the parameters of this policy. The City Treasurer will maintain a written record of

each bidding process including the name and prices offered by each participating financial institution.

7.4 INVESTMENT GUIDELINES AND STRATEGIES

The City Treasurer and staff will develop and maintain procedures, guidelines, and strategies to provide for investment decisions that meet the established goals of this policy. These strategies will incorporate cash flow considerations, liquidity, and surplus balances.

7.5 MITIGATING CREDIT RISK IN THE PORTFOLIO

Credit risk is the risk that a security or a portfolio will lose some or all of its value due to a real or perceived change in the ability of the issuer to repay its debt. The City will mitigate credit risk by adopting the following strategies:

- The diversification requirements included in the “Authorized Investments” section of this policy are designed to mitigate credit risk in the portfolio.
- Unless otherwise specified in this investment policy, no more than 5% of the total portfolio may be invested in securities of any single issuer per each category in Section VI of this policy, except:
 1. Where the issuer is the US Government, its Agencies and GSEs.
 2. Supranational securities
 3. Money Market Mutual Funds
 4. Local Government Investment Pools
- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to improve the quality, liquidity or yield of the portfolio in response to market conditions or City’s risk preferences.
- If securities owned by the City are downgraded to a level below the quality required by this investment policy, it will be the City’s policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

VIII. REPORTING

8.1 SPECIFIC REPORTING REQUIREMENTS:

The City Treasurer shall render a monthly investment report to the City Council and the City Manager. The report shall include the type of investment, institution, date of maturity, par value and amount of investment, rate of interest, current market value, source of the market value, and such other data as may be required by the City Council. The report shall also include a schedule of investment transactions for the month, a statement denoting the ability of the City to meet its expenditure requirements for the ensuing six (6) months or an

explanation as to why sufficient funds may not be available, and a statement that the City's investment portfolio is in compliance with the City's Investment Policy or the manner in which it may not be in compliance. *{Gov. Code Sections 53607 and 53646}*

8.2: PERFORMANCE STANDARDS:

The City's investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow needs. The basis used by the Treasurer to determine whether market yields are being achieved shall be to identify a benchmark comparable to the portfolio's average weighted maturity and credit profile. Separate benchmarks may be established for liquidity funds and longer term/core funds. Benchmarks will be established through the City Treasurer's procedures manual.

8.3: REVIEW OF INVESTMENT PORTFOLIO:

The securities held by the City must be in compliance with Section VI Authorized and Suitable Investments at the time of purchase. Because some securities may not comply with Section VI Authorized and Suitable Investments subsequent to the date of purchase, the City Treasurer will at least quarterly review the portfolio to identify those securities that do not comply. The City Treasurer will establish procedures to report to the City Council major and critical incidences of noncompliance identified through the review of the portfolio. The portfolio may be adjusted as market conditions change to comply with the City's objectives of safety, liquidity, and achievement of market rates of return.

IX. POLICY REVIEW AND ADOPTION

The Statement of Investment Policy shall be adopted by the City Council. The policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and yield, and its relevance to current law, financial and economic trends.

X. GLOSSARY OF TERMS

Agencies. Shorthand market terminology for any obligation issued by a *government-sponsored entity (GSE)*, or a *federally related institution*. Most obligations of GSEs are not guaranteed by the full faith and credit of the US government. Examples are:

FFCB. The Federal Farm Credit Bank System provides credit and liquidity in the agricultural industry. FFCB issues discount notes and bonds.

FHLB. The Federal Home Loan Bank provides credit and liquidity in the housing market. FHLB issues discount notes and bonds.

FHLMC. Like FHLB, the Federal Home Loan Mortgage Corporation provides credit and liquidity in the housing market. FHLMC, also called “FreddieMac” issues discount notes, bonds, and mortgage pass-through securities.

FNMA. Like FHLB and FreddieMac, the Federal National Mortgage Association was established to provide credit and liquidity in the housing market. FNMA, also known as “FannieMae,” issues discount notes, bonds, and mortgage pass-through securities.

GNMA. The Government National Mortgage Association, known as “GinnieMae,” issues mortgage pass-through securities, which are guaranteed by the full faith and credit of the US Government.

PEFCO. The Private Export Funding Corporation assists exporters. Obligations of PEFCO are not guaranteed by the full faith and credit of the US government.

TVA. The Tennessee Valley Authority provides flood control and power and promotes development in portions of the Tennessee, Ohio, and Mississippi River valleys. TVA currently issues discount notes and bonds.

Asked. The price at which a seller offers to sell a security.

Asset Backed Securities. Securities supported by pools of installment loans or leases or by pools of revolving lines of credit.

Average Life. In mortgage-related investments, including CMOs, the average time to expected receipt of principal payments, weighted by the amount of principal expected.

Banker’s Acceptance. A money market instrument created to facilitate international trade transactions. It is highly liquid and safe because the risk of the trade transaction is transferred to the bank which “accepts” the obligation to pay the investor.

Benchmark. A comparison security or portfolio. A performance benchmark is a partial market index, which reflects the mix of securities allowed under a specific investment policy.

Broker. A broker brings buyers and sellers together for a transaction for which the broker receives a commission. A broker does not sell securities from his own position.

Callable. A callable security gives the issuer the option to call it from the investor prior to its maturity. The main cause of a call is a decline in interest rates. If interest rates decline since an issuer issues securities, it will likely call its current securities and reissue them at a lower rate of interest. Callable securities have reinvestment risk as the investor may receive its principal back when interest rates are lower than when the investment was initially made.

CDARS (Certificate of Deposit Account Registry System). A private CD placement service that allows local agencies to purchase more than \$250,000 in CDs from a single financial institution (must be a participating institution of CDARS) while still maintaining FDIC insurance coverage. CDARS is currently the only entity providing this service. CDARS facilitates the trading of deposits between the California institution and other participating institutions in amounts that are less than \$250,000 each, so that FDIC coverage is maintained.

Certificate of Deposit (CD). A time deposit with a specific maturity evidenced by a certificate. Large denomination CDs may be marketable.

Collateral. Securities or cash pledged by a borrower to secure repayment of a loan or repurchase agreement. Also, securities pledged by a financial institution to secure deposits of public monies.

Collateralized Mortgage Obligations (CMO). Classes of bonds that redistribute the cash flows of mortgage securities (and whole loans) to create securities that have different levels of prepayment risk, as compared to the underlying mortgage securities.

Commercial Paper. The short-term unsecured debt of corporations.

Cost Yield. The annual income from an investment divided by the purchase cost. Because it does not give effect to premiums and discounts which may have been included in the purchase cost, it is an incomplete measure of return.

Coupon. The rate of return at which interest is paid on a bond.

Credit Risk. The risk that principal and/or interest on an investment will not be paid in a timely manner due to changes in the condition of the issuer.

Current Yield. The annual income from an investment divided by the current market value. Since the mathematical calculation relies on the current market value rather than the investor's cost, current yield is unrelated to the actual return the investor will earn if the security is held to maturity.

Dealer. A dealer acts as a principal in security transactions, selling securities from and buying securities for his own position.

Debenture. A bond secured only by the general credit of the issuer.

Delivery vs. Payment (DVP). A securities industry procedure whereby payment for a security must be made at the time the security is delivered to the purchaser's agent.

Derivative. Any security that has principal and/or interest payments which are subject to uncertainty (but not for reasons of default or credit risk) as to timing and/or amount, or any security which represents a component of another security which has been separated from other components ("Stripped" coupons and principal). A derivative is also defined as a financial instrument the value of which is totally or partially derived from the value of another instrument, interest rate, or index.

Discount. The difference between the par value of a bond and the cost of the bond, when the cost is below par. Some short-term securities, such as T-bills and banker's acceptances, are known as discount securities. They sell at a discount from par, and return the par value to the investor at maturity without additional interest. Other securities, which have fixed coupons, trade at a discount when the coupon rate is lower than the current market rate for securities of that maturity and/or quality.

Diversification. Dividing investment funds among a variety of investments to avoid excessive exposure to any one source of risk.

Duration. The weighted average time to maturity of a bond where the weights are the present values of the future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates. (See modified duration).

FDIC. The Federal Deposit Insurance Corporation (FDIC) is an independent agency created by the Congress to maintain stability and public confidence in the nation's financial system by insuring deposits; examining and supervising financial institutions for safety and soundness and consumer protection; making large and complex financial institutions resolvable; and managing receiverships.

Federal Funds Rate. The rate of interest charged by banks for short-term loans to other banks. The Federal Reserve Bank through open-market operations establishes it.

Leverage. Borrowing funds in order to invest in securities that have the potential to pay earnings at a rate higher than the cost of borrowing.

Liquidity. The speed and ease with which an asset can be converted to cash.

Make Whole Call. A type of call provision on a bond that allows the issuer to pay off the remaining debt early. Unlike a call option, with a make whole call provision, the issuer makes a lump sum payment that equals the net present value (NPV) of future coupon payments that will not be paid because of the call. With this type of call, an investor is compensated, or "made whole."

Margin: The difference between the market value of a security and the loan a broker makes using that security as collateral.

Market Risk. The risk that the value of securities will fluctuate with changes in overall market conditions or interest rates.

Market Value. The price at which a security can be traded.

Marking to Market. The process of posting current market values for securities in a portfolio.

Maturity. The final date upon which the principal of a security becomes due and payable.

Medium Term Notes. Unsecured, investment-grade senior debt securities of major corporations which are sold in relatively small amounts on either a continuous or an intermittent basis. MTNs are highly flexible debt instruments that can be structured to respond to market opportunities or to investor preferences.

Modified Duration. The percent change in price for a 100-basis point change in yields. Modified duration is the best single measure of a portfolio or security's exposure to market risk.

Money Market. The market in which short-term debt instruments (Tbills, discount notes, commercial paper, and banker's acceptances) are issued and traded.

Mortgage Pass-Through Securities. A securitized participation in the interest and principal cash flows from a specified pool of mortgages. Principal and interest payments made on the mortgages are passed through to the holder of the security.

Municipal Securities. Securities issued by state and local agencies to finance capital and operating expenses.

Mutual Fund. An entity which pools the funds of investors and invests those funds in a set of securities which is specifically defined in the fund's prospectus. Mutual funds can be invested in various types of domestic and/or international stocks, bonds, and money market instruments, as set forth in the individual fund's prospectus. For most large, institutional investors, the costs associated

with investing in mutual funds are higher than the investor can obtain through an individually managed portfolio.

National Credit Union Administration (NCUA). An independent federal agency that insures deposits at federally insured credit unions, protects the members who own credit unions, and charters and regulates federal credit unions.

Nationally Recognized Statistical Rating Organization (NRSRO). A credit rating agency (CRA) that issues credit ratings that the U.S. Securities and Exchange Commission (SEC) permits other financial firms to use for certain regulatory purposes.

Premium. The difference between the par value of a bond and the cost of the bond, when the cost is above par.

Prepayment Speed. A measure of how quickly principal is repaid to investors in mortgage securities.

Prepayment Window. The time period over which principal repayments will be received on mortgage securities at a specified prepayment speed.

Primary Dealer. A financial institution (1) that is a trading counterparty with the Federal Reserve in its execution of market operations to carry out U.S. monetary policy, and (2) that participates for statistical reporting purposes in compiling data on activity in the U.S. Government securities market.

Prudent Person (Prudent Investor) Rule. A standard of responsibility which applies to fiduciaries. In California, the rule is stated as “Investments shall be managed with the care, skill, prudence and diligence, under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims to accomplish similar purposes.”

Realized Yield. The change in value of the portfolio due to interest received and interest earned and realized gains and losses. It does not give effect to changes in market value on securities, which have not been sold from the portfolio.

Regional Dealer. A financial intermediary that buys and sells securities for the benefit of its customers without maintaining substantial inventories of securities and that is not a primary dealer.

Repurchase Agreement (RP, Repo). Short-term purchases of securities with a simultaneous agreement to sell the securities back at a higher price. From the seller's point of view, the same transaction is a reverse repurchase agreement.

Safekeeping. A service to bank customers whereby securities are held by the bank in the customer's name.

Structured Note. A complex, fixed income instrument, which pays interest, based on a formula tied to other interest rates, commodities, or indices. Examples include inverse floating rate notes which have coupons that increase when other interest rates are falling, and which fall when other interest rates are rising, and "dual index floaters," which pay interest based on the relationship between two other interest rates - for example, the yield on the ten-year Treasury note minus the Libor rate. Issuers of such notes lock in a reduced cost of borrowing by purchasing interest rate swap agreements.

Supranationals. A supranational is a multi-national organization whereby member states transcend national boundaries or interests to share in the decision making to promote economic development in the member countries.

Total Rate of Return. A measure of a portfolio's performance over time. It is the internal rate of return, which equates the beginning value of the portfolio with the ending value; it includes interest earnings, realized and unrealized gains, and losses in the portfolio.

U.S. Treasury Obligations. Securities issued by the U.S. Treasury and backed by the full faith and credit of the United States. Treasuries are considered to have no credit risk, and are the benchmark for interest rates on all other securities in the US and overseas. The Treasury issues both discounted securities and fixed coupon notes and bonds.

Treasury Bills. All securities issued with initial maturities of one year or less are issued as discounted instruments, and are called Treasury bills. The Treasury currently issues three- and six-month Tbills at regular weekly auctions. It also issues "cash management" bills as needed to smooth out cash flows.

Treasury Notes. All securities issued with initial maturities of two to ten years are called Treasury notes, and pay interest semi-annually.

Treasury Bonds. All securities issued with initial maturities greater than ten years are called Treasury bonds. Like Treasury notes, they pay interest semi-annually.

Volatility. The rate at which security prices change with changes in general economic conditions or the general level of interest rates.

Yield to Maturity. The annualized internal rate of return on an investment which equates the expected cash flows from the investment to its cost.

SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF STANTON
AND THE
COUNTY OF ORANGE

THIS SIXTH AMENDMENT TO AGREEMENT is entered into this First day of June 2022, which date is enumerated for purposes of reference only, by and between the CITY OF STANTON, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", to amend effective July 1, 2022, that certain Agreement between the parties commencing July 1, 2018, hereinafter referred to as the "Agreement".

1. For the period July 1, 2022 through June 30, 2023, REGULAR SERVICES BY COUNTY, Subsection C-4, of the Agreement is amended to read as follows:

"C-4. The level of service, to be provided by COUNTY for the period July 1, 2022 through June 30, 2023, is set forth in Attachment A and incorporated herein by this reference."

2. Effective July 1, 2022, SECTION E of the Agreement is amended to read as follows:

"E. BODY WORN CAMERA AND IN CAR VIDEO:

1. As part of the law enforcement services to be provided to CITY, COUNTY has provided, or will provide, body worn cameras (hereinafter called "BWC") that will be worn by SHERIFF's personnel and In Car Video (hereinafter called "ICV") that will be mounted in vehicles designated by SHERIFF for use within CITY service area.

2. SHERIFF has the exclusive right to use said BWC and ICV for law enforcement services related to this Agreement.

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- 1 3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of
2 BWC and the acquisition and installation of ICV and b) recurring costs, as
3 deemed necessary by COUNTY, including the costs of maintenance and
4 contributions to a fund for replacement and upgrade of such BWC and ICV
5 when they become functionally or technologically obsolete. The costs to be
6 paid by CITY for recurring costs, including maintenance and
7 replacement/upgrade of BWC and ICV, are included in the costs set forth in
8 Attachment C and the Maximum Obligation of CITY set forth in Subsection
9 F-2 of this Agreement unless CITY has already paid such costs. CITY shall
10 not be charged additional amounts for maintenance or replacement/upgrade
11 of said BWC and ICV during the period July 1, 2022 through June 30, 2023.
- 12 4. If, following the initial acquisition of BWC and ICV referenced above, CITY
13 requires BWC or ICV for additional SHERIFF's personnel or vehicles
14 designated for use in the CITY service area, COUNTY will purchase said
15 additional BWC and ICV. Upon demand by COUNTY, CITY will pay to
16 COUNTY a) the full costs of acquisition of additional BWC and the full costs of
17 acquisition and installation of additional ICV , and b) the full recurring costs
18 for said BWC and ICV, as deemed necessary by COUNTY, including the
19 costs of maintenance, and contributions to a fund for replacement and
20 upgrade of such BWC and ICV when they become functionally or
21 technologically obsolete. Said costs related to additional BWC and ICV are not
22 included in, and are in addition to, the costs set forth in Attachment C and the
23 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement.
- 24 5. COUNTY will replace and/or upgrade BWC and ICV as needed. The costs of
25 replacing/upgrading BWC and ICV shall be paid by COUNTY from the
26 replacement/upgrade funds to be paid by CITY in accordance with the
27 foregoing. CITY shall not be charged any additional charge to replace or
28 upgrade BWC and ICV."

3. For the period July 1, 2022 through June 30, 2023, PAYMENT, Subsections F-2, F-4, and F-8a of the Agreement are amended to read as follows:

"F-2. Unless the level of service set forth in Attachment A is decreased or increased in accordance with Subsection C-9, the Maximum Obligation of CITY for services set forth in Attachment A to be provided by the COUNTY for the period July 1, 2022 through June 30, 2023 shall be \$13,257,770.

The overtime costs included in the Agreement are only an estimate. SHERIFF shall notify CITY of actual overtime worked during each fiscal year. If actual overtime worked is above and below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed CITY's Maximum Obligation.

F-4. COUNTY shall invoice CITY monthly. During the period July 1, 2022 through June 30, 2023, said invoices will require payment by CITY of one-twelfth (1/12) of the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement, as said Maximum Obligation may have been increased or decreased in accordance with Subsection C-10. If a determination is made that increases described in Subsection F-8 must be paid, COUNTY thereafter shall include the pro-rata charges for such increases in its monthly invoices to CITY for the balance of the period between July 1, 2022 and June 30, 2023.

F-8a. At the time this Agreement is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for COUNTY employees. The cost of such potential changes are not included in the Fiscal Year 2022-23 costs set forth in Attachment B nor in the Fiscal Year 2022-23 Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement. If the changes result in the COUNTY incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder,

CITY shall pay COUNTY, in addition to the Maximum Obligation set forth in Subsection F-2 of this Agreement, the full costs of said increases to the extent such increases are attributable to work performed by such personnel after July 1, 2022, and CITY's Maximum Obligation hereunder shall be deemed to have increased accordingly. CITY shall pay COUNTY in full for such increases on a pro-rata basis over the portion of the period between July 1, 2022 and June 30, 2023 remaining after COUNTY notifies CITY that increases are payable. If the changes result in the COUNTY incurring or becoming obligated to pay for decreased costs for or on account of personnel whose costs are included in the calculations of costs charged to CITY hereunder, COUNTY shall reduce the amount owed by the CITY to the extent such decreases are attributable to work performed by such personnel during the period July 1, 2022 through June 30, 2023, and CITY's Maximum Obligation hereunder shall be deemed to have decreased accordingly. COUNTY shall reduce required payment by CITY in full for such decreases on a pro-rata basis over the portion of the period between July 1, 2022 and June 30, 2023 remaining after COUNTY notifies CITY that the Maximum Obligation has decreased."

4. For the period July 1, 2022 through June 30, 2023, MOBILE DATA COMPUTERS, Subsection O-3 of the Agreement is amended to read as follows:

"O-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in

Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said MDCs during the period July 1, 2022 through June 30, 2023.”

5. For the period July 1, 2022 through June 30, 2023, E-CITATION UNITS, Subsection P-3 of the Agreement is amended to read as follows:

“P-3. CITY shall pay COUNTY the full costs to COUNTY of a) the acquisition of E-Citation units that are assigned to CITY, and b) recurring costs, as deemed necessary by COUNTY, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by CITY for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in Attachment B and the Maximum Obligation of CITY set forth in Subsection F-2 of this Agreement unless CITY has already paid such costs. CITY shall not be charged additional amounts for maintenance or replacement/upgrade of said E-Citation units during the period July 1, 2022 through June 30, 2023.”

6. All other provisions of the Agreement, to the extent that they are not in conflict with this SIXTH AMENDMENT TO AGREEMENT, remain unchanged.

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IN WITNESS WHEREOF, the parties have executed the SIXTH AMENDMENT TO AGREEMENT in the County of Orange, State of California.

DATED: _____

CITY OF STANTON

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
Chairman of the Board of Supervisors

Signed and certified that a copy of this Document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

BY: _____
Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: Mike A. S.
Deputy

DATED: 5/26/22

ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF STANTON

"REGULAR SERVICES BY COUNTY"
(Subsection C-4)

LEVEL OF SERVICE PROVIDED BY SHERIFF:

Title	Detail	Quantity	Frequency
MANAGEMENT:			
Captain		1.00	
SUPERVISION:			
Sergeant	Investigative	1.00	80 hrs./ per two wk. pay period
Sergeant	Patrol	4.00	each, 80 hrs./ per two wk. pay period
INVESTIGATION SERVICES:			
Investigator		2.00	each, 80 hrs./ per two wk. pay period
Investigative Assistant		2.00	each, 80 hrs./ per two wk. pay period
PATROL AND TRAFFIC SERVICES*:			
Deputy Sheriff II -Patrol	Patrol	22.00	each, 80 hrs./ per two wk. pay period
Deputy Sheriff II -Motor	Motorcycle	1.00	80 hrs./ per two wk. pay period
COMMUNITY SUPPORT			
Community Services Officer		1.00	80 hrs./ per two wk. pay period
CLERICAL SERVICES:			
Office Specialist	Office support	2.00	each, 80 hrs./ per two wk. pay period
ADDITIONAL SERVICES:			
Crime Prevention Specialist		1.00	80 hrs./ per two wk. pay period
Office Trainee/Cadets			(2 x 1,039 hours each)
TOTAL		37.00	

* Deployment to be determined by SHERIFF in cooperation with CITY Manager

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation
TRAFFIC:			
Sergeant	Traffic	0.60	10.23%
Deputy Sheriff II	Traffic	4.00	10.23%
Investigative Assistant	Traffic	2.00	10.23%
Office Specialist	Traffic	1.00	10.23%
AUTO THEFT:			
Sergeant	Auto Theft	0.30	18.31%
Investigator	Auto Theft	2.00	18.31%
Investigative Assistant	Auto Theft	1.00	18.31%
Office Specialist	Auto Theft	1.00	18.31%
MOTORCYCLE (shared Supervision):			
Sergeant	Motorcycle Supervision	1.00	4.08%
TOTAL		12.90	

**ORANGE COUNTY SHERIFF-CORONER
FY 2022-23 LAW ENFORCEMENT CONTRACT
CITY OF STANTON**

**"PAYMENT"
(Subsection F-2)**

COST OF SERVICES PROVIDED BY SHERIFF (Subsection F-2):

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
MANAGEMENT:				
Captain		1.00	\$ 435,472	\$ 435,472
SUPERVISION:				
Sergeant	Investigative	1.00	\$ 345,917	\$ 345,917
Sergeant	Patrol	4.00	\$ 362,975	\$ 1,451,900
INVESTIGATION SERVICES:				
Investigator		2.00	\$ 308,083	\$ 616,166
Investigative Assistant		2.00	\$ 144,539	\$ 289,077
PATROL AND TRAFFIC SERVICES:				
Deputy Sheriff II -Patrol	Patrol	22.00	\$ 300,240	\$ 6,605,280
Deputy Sheriff II -Motor	Motorcycle	1.00	\$ 305,241	\$ 305,241
COMMUNITY SUPPORT				
Community Services Officer		1.00	\$ 138,336	\$ 138,336
CLERICAL SERVICES:				
Office Specialist	Office support	2.00	\$ 106,230	\$ 212,460
ADDITIONAL SERVICES:				
Crime Prevention Specialist		1.00	\$ 118,329	\$ 118,329
Office Trainee/Cadets (2 x 1,040 hours each)				\$ 49,260
TOTAL POSITIONS		37.00		\$ 10,567,438

REGIONAL / SHARED STAFF:

Title	Regional Team	Quantity	% Allocation	Cost \$
TRAFFIC:				
Sergeant	Traffic	0.60	10.23%	\$ 30,264
Deputy Sheriff II	Traffic	4.00	10.23%	\$ 155,712
Investigative Assistant	Traffic	2.00	10.23%	\$ 31,917
Office Specialist	Traffic	1.00	10.23%	\$ 12,423
AUTO THEFT:				
Sergeant	Auto Theft	0.30	18.31%	\$ 27,012
Investigator	Auto Theft	2.00	18.31%	\$ 126,831
Investigative Assistant	Auto Theft	1.00	18.31%	\$ 28,643
Office Specialist	Auto Theft	1.00	18.31%	\$ 21,440
MOTORCYCLE (shared Supervision):				
Sergeant	Motorcycle Supervision	1.00	4.08%	\$ 15,969
TOTAL REGIONAL/SHARED		12.90		\$ 450,211

OTHER CHARGES AND CREDITS (Subsection F-2):

OTHER CHARGES:

Other Charges include: Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; services and supplies; enhanced helicopter response services; E-Citation recurring costs for one (1) unit; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty-three (23) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay and on-call; and transportation charges.

CREDITS:

Credits include: AB109 (2011 Public Safety Realignment), deployment savings; estimated vacancy credits; false alarm fees; reimbursement for training and miscellaneous programs; retirement rate discount for FY 2022-23; and restitution credits.

TOTAL OTHER CHARGES AND CREDITS	\$ 2,240,121
TOTAL COST OF SERVICES (Subsection F-2)	\$ 13,257,770

OPERATIONS AGREEMENT
BETWEEN THE
SHERIFF-CORONER
AND THE
CITY OF STANTON
Effective July 1, 2022

The purpose of this OPERATIONS AGREEMENT is to define, in greater detail, the areas of responsibility between the CITY OF STANTON, hereinafter referred to as "CITY" and COUNTY OF ORANGE, SHERIFF-CORONER, hereinafter referred to as "SHERIFF".

A. USAGE OF THE STANTON POLICE SERVICES BUILDING AND PROPERTY:

1. Public Access to Stanton Police Services Building

The Stanton Police Services Building will be open to the public depending on staffing availability. The hours of operation will be determined by the Captain in charge of Police Services in consultation with the CITY Manager.

2. Personnel Authorized to Use the Facility

SHERIFF will utilize the Stanton Police Services Building for SHERIFF employees whose services are contracted to CITY. SHERIFF and CITY agree that effective January 25, 2013, SHERIFF personnel who are regularly deployed to deliver services to various unincorporated areas, generally located in West Orange County, may operate in and out of the Police Building as a regular duty station.

3. Booking Prisoners at the Police Building

Prisoners will not be booked or housed at the Stanton Police Services Building, with the exception of SHERIFF Community Work Program participants.

**A. USAGE OF THE STANTON POLICE SERVICES BUILDING AND
PROPERTY: (Continued)**

4. Fingerprinting Services

Citizen fingerprinting services will be performed at SHERIFF's facility in Santa Ana.

B. PERSONNEL AND DEPLOYMENT:

1. All Deputy Sheriff, Investigator, Sergeant and Management Services positions, shall be full-time, paid positions.
2. During emergencies, such as mutual aid situations, SHERIFF will attempt to leave in CITY the Captain in charge of CITY Police Services. If SHERIFF determines that the Captain is needed elsewhere, SHERIFF will notify CITY's Manager within four (4) hours. SHERIFF will return Captain to CITY as soon as possible once the emergency situation is under control. During the Captain's absence, SHERIFF will designate an acting Police Services Chief.
3. Except as otherwise indicated in the Agreement, personnel assigned to Patrol, Management, Supervision, General Investigation, Clerical and Additional Services shall be assigned to full-time positions (80 hours per two-week pay period) in CITY. As used herein, the term "full-time position" contemplates that the employees assigned to CITY will not report to their CITY assignments, but that CITY will pay the full costs for said employees as set forth herein, during the following:
 - a. COUNTY-paid holidays.
 - b. Sick leave to the extent that it does not exceed the greater of (1) 12 days per year, per position, or (2) the amount of leave accrued by an employee assigned to CITY during the time he or she has been assigned to CITY.

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B. PERSONNEL AND DEPLOYMENT: (Continued)

- c. Vacation leave to the extent it does not exceed an amount permitted by COUNTY to be accumulated by an employee at any one time.
 - d. Training as mandated by the California Commission on Peace Officers Standards and Training (P.O.S.T.) or as mandated by SHERIFF.
 - e. Bereavement leave as authorized by COUNTY.
 - f. Jury duty leave as authorized by COUNTY.
 - g. Participation in specialized SHERIFF services that are available throughout the County, including in CITY, without charge, in accordance with COUNTY Resolution No. 89-1160.
 - h. Responses to mutual aid and natural or man-made disasters or emergencies.
4. A position unfilled for any period as a result of Workers' Compensation leave shall be considered on leave. A position unfilled for any period as a result of reassignment to another function within SHERIFF's Department shall be considered vacant. The COUNTY will provide a credit to the CITY for the hours a position is vacant. The credit may be offset with overtime and reconciled at fiscal year-end.
5. In the event an employee assigned to the CITY participates in specialized SHERIFF services as described in Subsection 3-g above, and the SHERIFF determines that overtime coverage of the employee's absence at CITY is required, the additional cost of such overtime will not be charged to the CITY.
6. In the event the COUNTY receives reimbursement for services as described in Subsection 3-h above that are provided by COUNTY personnel assigned to CITY, the COUNTY will credit the reimbursement to the CITY, unless the

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B. PERSONNEL AND DEPLOYMENT: (Continued)

work usually performed by COUNTY personnel for Stanton is otherwise performed by COUNTY during the period when COUNTY personnel assigned to Stanton are providing services described in Subsection 3-h above.

C. TELEPHONE USED BY CITIZENS:

A telephone shall be maintained outside the Stanton Police Station building. The telephone is to be used by citizens requesting services. When the receiver is lifted, the telephone will ring at SHERIFF'S Emergency Communications Bureau or other location designated by SHERIFF. SHERIFF is responsible for payment and maintenance of the telephone line and equipment located outside the Stanton Police Station building.

D. TRAFFIC AND PARKING IN THE AREA OF THE POLICE BUILDING:

1. CITY shall maintain a traffic signal at Cedar Street and Katella Avenue.
2. CITY shall install and maintain physical barriers that do not permit westbound wrong way traffic movement on Stanton Park Road at the south end of Cedar Street and on Stanton Park Road where it opens onto Beach Boulevard.
3. CITY shall establish a 30-minute parking zone on the east side of Cedar Street in front of the Police Building.
4. CITY shall enforce municipal parking ordinances on Cedar Street in front of the Police Building and in the Stanton Civic Center parking structure on Cedar Street.

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IN WITNESS WHEREOF, authorized representatives of the parties have executed the OPERATIONS AGREEMENT in the County of Orange, State of California.

DATED: _____

CITY OF STANTON

BY: _____
CITY MANAGER

DATED: _____

COUNTY OF ORANGE

BY: _____
SHERIFF-CORONER

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: Travis Ash
Deputy

DATED: 5/26/22

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CITY OF STANTON

Add: Body Worn Cameras (BWC)

Transition: Patrol Video Cameras (PVS) to In Car Video (ICV)

**FISCAL YEAR 2022-23
YEAR 5 OF 5 YEAR TERM**

Sixth Amendment

FINAL

May 25, 2022

			SALARIES & EMPLOYEE BENEFITS						INDIRECT COSTS						
NO	DIRECT PURCHASE POSITIONS		REGULAR SALARY	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	SAVINGS/ REVENUE	TOTAL
1	Captain		203,609	0	192,068	0	3,177	0	8,381	20,375	4,502	3,360	0	0	435,472
1	Sergeant/ Investigative		154,157	0	151,242	15,136	3,177	0	8,381	6,529	4,502	2,793	0	0	345,917
4	Sergeant/ Patrol		616,628	0	604,968	60,544	12,708	0	33,524	94,348	18,008	11,172	0	0	1,451,900
2	Investigator		271,272	0	269,946	24,884	6,354	0	16,762	13,058	9,004	4,886	0	0	616,166
22	DS II Patrol		2,734,116	0	2,718,848	189,618	69,894	0	184,382	561,132	99,044	48,246	0	0	6,605,280
1	DS II Motorcycle		127,278	0	125,536	8,619	3,177	0	8,381	25,506	4,502	2,242	0	0	305,241
31	Subtotal Safety		\$4,107,060	\$0	\$4,062,608	\$298,801	\$98,487	\$0	\$259,811	\$720,948	\$139,562	\$72,699	\$0	\$0	\$9,759,976
1	Community Service Officer		59,508	0	42,701	0	3,177	0	8,381	23,587	0	982	0	0	138,336
2	Investigative Assistant		135,136	0	115,852	0	6,354	0	16,762	12,743	0	2,230	0	0	289,077
1	Crime Prevention Specialist		61,700	0	40,894	0	3,177	0	8,381	3,159	0	1,018	0	0	118,329
2	Office Specialist		108,744	0	72,488	0	6,354	0	16,762	6,318	0	1,794	0	0	212,460
	Office Trainee/Cadets (2 x 1,039 hours each)		33,372	0	691	0	3,162	0	8,340	3,144	0	551	0	0	49,260
6	Subtotal Professional		\$398,460	\$0	\$272,626	\$0	\$22,224	\$0	\$58,626	\$48,951	\$0	\$6,575	\$0	\$0	\$807,462
37	TOTAL STAFF		\$4,505,520	\$0	\$4,335,234	\$298,801	\$120,711	\$0	\$318,437	\$769,899	\$139,562	\$79,274	\$0	\$0	10,567,438
	REGIONAL / SHARED STAFF														
0.6	Traffic - Sergeant	10.23%	13,438	1,688	11,284	929	467	411	515	935	276	321	0	0	30,264
4	Traffic - Deputy Sheriff II	10.23%	60,378	14,130	54,564	3,528	3,113	6,932	3,431	6,232	1,843	1,561	0	0	155,712
2	Traffic - Investigative Assistant	10.23%	14,275	7	11,677	0	1,531	0	1,715	2,426	0	286	0	0	31,917
1	Traffic - Office Specialist	10.23%	5,672	162	3,635	0	766	0	858	1,213	0	117	0	0	12,423
0.3	Auto Theft - Sergeant	18.31%	12,022	1,510	10,095	832	356	368	460	835	247	287	0	0	27,012
2	Auto Theft - Investigator	18.31%	53,123	4,556	49,031	4,557	2,373	1,662	3,069	5,566	1,649	1,245	0	0	126,831
1	Auto Theft - Investigative Assistant	18.31%	12,657	382	10,478	0	1,164	0	1,535	2,166	0	261	0	0	28,643
1	Auto Theft - Office Specialist	18.31%	9,956	0	6,420	0	1,164	0	1,535	2,166	0	199	0	0	21,440
1	Motorcycle Sergeant	4.08%	6,654	6	6,184	618	325	711	342	621	184	149	175	0	15,969
12.90	Subtotal		\$188,175	\$22,441	\$163,368	\$10,464	\$11,259	\$10,084	\$13,460	\$22,160	\$4,199	\$4,426	\$175	\$0	\$450,211

CITY OF STANTON

FISCAL YEAR 2022-23
YEAR 5 OF 5 YEAR TERM

Sixth Amendment

FINAL

May 25, 2022

Add: Body Worn Cameras (BWC)
Transition: Patrol Video Cameras (PVS) to In Car Video (ICV)

		SALARIES & EMPLOYEE BENEFITS						INDIRECT COSTS						
NO	ADDITIONAL COSTS/REVENUE	REGULAR SALARY	OVERTIME	BENEFITS	POST PAY	SERVICES & SUPPLIES	TRANSP.	DEPT. OH	DIV. OH	TRAINING	COUNTY OH	OTHER	SAVINGS/ REVENUE	TOTAL
	Overtime		994,162	69,364							16,404			1,079,930
	Estimate: Vacancy Credit											(125,231)		(125,231)
	Annual Leave (Pay Downs & Termination Pay)											133,589		133,589
	AB109 (2011 Public Safety Realignment)												(33,152)	(33,152)
	Body Worn Cameras (BWC) and In Car Video (ICV) Costs											355,164		355,164
	Contract Administration											36,916		36,916
	Data Line					5,391								5,391
1	E-Citation - Recurring Costs											2,300		2,300
	Enhanced Helicopter Response Services						27,444							27,444
	Holiday Pay: Comp & Straight Time											180,017		180,017
	Integrated Law & Justice Agency of Orange County											3,771		3,771
	Mobile Data Computers (MDC) - Acquisition													0
24	Mobile Data Computers (MDC) - Recurring Costs											84,629		84,629
	Patrol Training Cost Allocation (FTB)									144,954				144,954
	Premium Pay											150,969		150,969
	Retirement Rate Discount (Expenses for Interest and Issuance)			7,547										7,547
	Retirement Rate Discount (Gross)			(150,462)										(150,462)
	Revenue/False Alarms												(6,251)	(6,251)
	Revenue/Training Reimbursement												(486)	(486)
	Savings Related to Unincorp. Deployment from Stanton												(67,749)	(67,749)
	Services & Supplies					100,263								100,263
	Transportation - Vehicle Fuel, Mileage Interest and Maint., etc.						312,018							312,018
	Restitution Payments Credits												(1,449)	(1,449)
	Subtotal	\$0	\$994,162	(\$73,550)	\$0	\$105,654	\$339,462	\$0	\$0	\$144,954	\$16,404	\$822,124	(\$109,087)	\$2,240,121
	FY 2022-23 - SIXTH AMENDMENT CONTRACT TOTAL	\$4,693,695	\$1,016,603	\$4,425,052	\$309,265	\$237,624	\$349,546	\$331,897	\$792,059	\$288,715	\$100,104	\$822,299	(\$109,087)	\$13,257,770
	FY 2021-22 - FIFTH AMENDMENT CONTRACT TOTAL	\$4,465,398	\$976,157	\$4,381,282	\$288,473	\$238,304	\$336,769	\$305,519	\$576,237	\$289,509	\$98,824	\$477,786	(\$104,932)	\$12,329,325
		5.11%	4.14%	1.00%	7.21%	-0.29%	3.79%	8.63%	37.45%	-0.27%	1.30%	72.11%	3.96%	7.53%
		\$228,297	\$40,446	\$43,770	\$20,792	(\$680)	\$12,777	\$26,378	\$215,822	(\$794)	\$1,280	\$344,513	(\$4,155)	\$928,445

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of City Council

DATE: June 14, 2022

SUBJECT: SELECTION OF FIREWORKS LICENSEES FOR 2022

REPORT IN BRIEF:

Staff is requesting that the City Council select licensees for 2022 fireworks sales.

RECOMMENDED ACTION:

1. City Council find that the action is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the State CEQA Guidelines 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. Award a fireworks sales license to Youth Assistance Foundation of Stanton and Boys & Girls Club of Stanton.

BACKGROUND:

It's unlawful to sell, display, or discharge fireworks in the City except in strict accordance with Chapter 17.04 (Safe and Sane Fireworks) of the Stanton Municipal Code ("SMC"). Among other things, Chapter 17.04 allows the sale of State approved ("Safe and Sane") fireworks with a license issued by the City. Entities that may apply for such a license include, non-profit organizations whose principal place of business is located within the City. Obtaining a license enables the licensee to sell fireworks on July 1st (from 12pm to 10pm) and July 2nd through July 4th (from 9am-10pm)-see SMC 17.04.040). The City Council must review a fireworks sale application; it may award up to eight licenses each year (SMC, 17.04.050 (B)).

ANALYSIS/JUSTIFICATION:

For this application year, the City received two applications one from the Youth Assurances Foundation of Stanton ("YAFS") and Boys & Girls Club of Stanton. In accordance with SMC section 17.04.050, Staff has determined that both groups are eligible organizations for a fireworks license under SMC Chapter 17.04. Both groups have demonstrated they have adequate insurance coverage, have posted the required \$236.25 permit fee, and prepared a statement describing how their organization benefits the community. Moreover, YAFS, purchases toys and gifts, for youth in our community for their annual Santa Siren, and funds school scholarships. The Santa Siren event visits various neighborhoods with volunteers, City Staff, OCFA and OCSD, where each child receives a Christmas present from Santa Clause and has their picture taken. Staff has also reviewed the location and suitability of the premises where YAFS will sell fireworks at 12640 Beach Blvd and determined that this location is suitable for this purpose, as it will be placed in a commercial retail center.

Furthermore, Boys & Girls Club of Stanton uses their proceeds to assist Stanton youth in various programs including educational, sports, fitness, arts, recreation, intervention and prevention. Keeping the cost of membership low and will never turn a child away due to financial hardship of their family. Staff has also reviewed the location and suitability of the premises where Boys & Girls Club will sell fireworks at 7910 Katella Avenue and determined that this location is suitable for this purpose, as it will be placed in a commercial retail center.

In sum, for the reasons provided above, Staff recommends awarding a fireworks sales license to both groups.

FISCAL IMPACT:

The licensee is required to pay a \$236.25 fee to the City of Stanton for the cost recovery associated with the processing, and licensing, and inspection of the fireworks permit.

ENVIRONMENTAL IMPACT:

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

PUBLIC NOTIFICATION:

Direct correspondence to the applicants and through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5- Provide a High Quality of Life.

Prepared By:

Concurred By:

/s/ Keith Gifford

/s/ James J. Wren

Keith Gifford
Code Enforcement
Supervisor

James J. Wren
Director of Public Safety

Reviewed By:

Approved by:

/s/ HongDao Nguyen

/s/ Zenia Bobadilla

Hong Dao Nguyen
City Attorney

Zenia Bobadilla
Interim City Manager

Attachments:

- A. SMC Section 17.04
- B. 2022 Fireworks Applications

Stanton Municipal Code[Click here to return to the agenda.](#)[Up](#) [Previous](#) [Next](#) [Main](#) [Collapse](#) [Search](#) [Print](#) [No Frames](#)[Title 17 FIRE](#)**Chapter 17.04 SAFE AND SANE FIREWORKS****17.04.010 Sale and discharge prohibited—Sale to minors prohibited.**

A. It is unlawful for any person, firm or corporation to sell, display, dispose of, give away, store, keep or stock, or to discharge, explode, fire or set off any fireworks in the city except in strict accordance with the terms and conditions of this chapter. For purposes of this chapter, the terms “fireworks” or “safe and sane fireworks” shall have the meaning as set forth in Part 2 of Division 11 of the California Health and Safety Code.

B. It is unlawful to sell fireworks to any person under the age of eighteen years.

C. No person under the age of eighteen years shall purchase any fireworks, including safe and sane fireworks.

D. No person under the age of eighteen years shall discharge any fireworks, including safe and sane fireworks, except when under the direct supervision and in the presence of an adult. (Ord. 935 § 2, 2007; Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.020 Organizations which may be licensed.

A. Licenses provided by this chapter shall be issued only to nonprofit organizations or corporations which have obtained tax-exempt status from the State Franchise Tax Board and which are organized primarily for veteran, patriotic, social welfare, civic or business betterment, fraternal, religious or charitable purposes.

B. Each such organization shall have a principal place of business, principal meeting place or a location for the conduct of its primary activities within the city limits and shall have been established and licensed under Chapter 5.04 (if required) within the city continuously for a minimum of one year prior to the filing of the application for the license.

C. Licenses provided by this chapter shall be issued only to organizations which qualify pursuant to the requirements set forth in this section. Each applicant organization shall submit a verified statement with its application describing and confirming its compliance with this subsection. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.030 Procedure for applications.

A. Applications for licenses shall be filed on forms provided by the city with the office of the city manager not later than the end of business day of the first Thursday in May of the year in which the application is made. A deposit in an amount equal to the license fee established by resolution of the city council shall be submitted with the application. The deposit shall be refunded in the event the organization is not licensed by the city council.

B. The application shall be accompanied by all documentation required by the city manager and shall include but not be limited to the following: proof of general liability insurance coverage, the certified statement required by Section 17.04.020(C), documentation demonstrating tax-exempt status, a seller's permit issued to the organization requesting the application, and a written statement describing the benefits the organization provides to the community which will be used by the city council to make the determination on whether to grant a license.

C. The application shall be signed by an authorized officer or director of the organization who shall warrant to the city the veracity of all statements contained therein. If any material statement in the application is determined by the city manager to be false or misleading, he or she may forthwith revoke the license issued by the city council. Written authorization from the nonprofit organization authorizing the named individual to apply for a license on behalf of the organization shall also be provided.

D. The city manager shall review all applications for sufficiency and completeness within ten days of filing and promptly notify applicants of any defects, disqualifying factors or omissions. All applications and required accompanying documentation shall be in final form and shall be filed in the office of the city manager by five p.m. on May 8th. The city

manager shall not be required to accept any additional documentation after May 8th but may request information clarifying or additionally explaining the applicant's proposal.

E. All organizations meeting the requirements for a license under this section shall be prequalified by the city manager provided they comply with the filing and compliance schedule set forth in this chapter. (Ord. 1033 § 2, 2015; Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.040 Terms and conditions of license to sell.

A. The license issued by the city council shall permit the sale of safe and sane fireworks only on July 1st from twelve noon to ten p.m. and from July 2nd through and including July 4th, from nine a.m. to ten p.m.

B. Every licensee shall be responsible for continuing compliance with all the terms and conditions contained in the license. In this regard, each licensee shall designate a responsible contact person who will be in attendance at the licensed stand or on-call from the time the stand is erected and until it is removed and the site location is cleaned to the satisfaction of the city.

C. No licensee shall sell any fireworks except from inside the licensed stand.

D. No person other than individuals who are adult members of the licensee organization, or their approved adult volunteers, shall sell or otherwise participate in the sale of fireworks. At all times during sales hours at least one adult member of the licensee organization must be located at the stand to oversee operations.

E. All licensees shall also:

1. Not install or locate a stand on the licensed premises before June 20th and shall cause it to be removed and the site location cleaned on or before July 8th;

2. Provide the city with proof of public liability, property damage and product liability insurance with policy limits of at least one million dollars per occurrence and naming the city as an additional insured for the duration of the license;

3. Provide the city with written consent of the owner of the property where the stand is to be located;

4. Provide the city with a sales tax permit issued to the organization by the State Board of Equalization;

5. Provide the city with a detailed report on revenue, expenditures and net profit earned by the organization in the sale of fireworks. The report shall be submitted to the city manager's office by the end of business day on the fourth Thursday in September of each year. Failure to submit the report shall be grounds for denial of any future fireworks sales license;

6. Provide the city with a bond or other surety device in an amount established by the city council and sufficient to assure removal of the structure and cleanup of the site.

F. Sales shall be made only from freestanding structures erected and located solely for the purpose of fireworks sales.

G. Fireworks stands shall comply with standards adopted by the city manager which may include size of stands, structure material, building code compliance and signage.

H. The city manager may call meetings of all licensees to describe the licensing process and to provide information with regard to city and county requirements. The failure of any licensee to attend meetings or meet established deadlines shall constitute grounds for nonacceptance of the application or revocation of the license by the city manager.

I. Licenses are not transferable or assignable, and are only valid for the dates specified in the permit and are subject to all conditions set forth in the permit. (Ord. 1033 § 3, 2015; Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.050 Grant of approval by city council.

A. The city council shall in its sole discretion determine the organizations to which licenses will be granted in accordance with this chapter. Such determination shall be made at a regular or special meeting of the city council in accordance with procedures established by the city council.

B. The city council may, but shall not be required to, issue up to eight licenses for the sale of fireworks in the city.

C. In determining the organizations to be licensed the council shall consider the following factors:

1. Only organizations prequalified by the city manager pursuant to Section 17.04.040(E) shall be considered;
2. The contributions the organization has made or is proposing to make to the city's civic pride or betterment; youth activities and programs; care or assistance to the elderly, infirm or disabled; assistance to or support of the business community, charitable efforts and any other community contributions deemed beneficial by the city council;
3. The location and suitability of the premises where the organization proposes to operate;
4. Other factors deemed appropriate by the city council. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.060 Compliance with requirements of fire authority.

All applicants for a license to sell safe and sane fireworks in the city shall comply with all requirements imposed by the Orange County fire authority.

- A. The city shall provide applicants with copies of said requirements.
- B. An Orange County fire authority permit shall be required and all required fire authority fees shall be paid and all inspections shall be completed before commencement of sales.
- C. All stands and personnel involved in sales shall at all times be in compliance with the Orange County fire authority requirements for public fireworks stands. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.070 Discharge permitted on certain days and times.

It is unlawful for any person, firm or corporation to discharge any fireworks, including safe and sane fireworks, except as follows: safe and sane fireworks may be discharged between July 1st and July 4th between the hours of ten a.m. and eleven p.m. (Ord. 982 § 2, 2011)

17.04.073 Block party permit.

Every person, firm or corporation who applies for and receives an administratively-issued "block party permit," or similar license or approval required by the city to close a street or otherwise reserve or use a piece of city property shall comply with all conditions imposed upon the issuance of such permit, license or approval, including but not limited to taking all reasonable efforts necessary to ensure that dangerous fireworks are not used at said event. A violation of this condition of such permit, license or approval shall be subject to a separate administrative fine under the provisions of this chapter. Likewise, any person, firm or corporation that fails to obtain any "block party permit", license or other such approval from the city when such person is so required by this code shall be subject to a separate administrative fine under this chapter as well as an additional administrative fine if dangerous fireworks are used at and during said event. (Ord. 1066 § 3, 2017)

17.04.075 Discharge of fireworks prohibited—Exceptions.

A. It is unlawful for any person, firm or corporation to use or discharge any fireworks, including safe and sane fireworks, as defined in Part 2 of Division 11 of the California Health and Safety Code, within the following areas of the city:

1. Any public property, including, but not limited to, public streets, highways, alleys, sidewalks, parks or other publicly owned property, buildings or facilities without an administratively-issued "block party permit";
2. Any property within a commercial district of the city (defined in Section 20.215.010 of this code) except for any nonconforming residential use within such district used for residential purposes as of the effective date of the ordinance codified in this section;
3. Any property within an industrial/manufacturing district of the city (defined in Section 20.220.010 of this code) except for any nonconforming residential use within such district used for residential purposes as of the effective date of the ordinance codified in this section.

B. Nothing in this section shall preclude the use or discharge of safe and sane fireworks, consistent with this chapter, on appropriate privately owned areas within a residential district (defined in Section 20.210.010 of this code) or the presentation of any public fireworks display authorized by the city.

C. It is unlawful for any person, firm or corporation to possess, sell, use, discharge, and/or display any dangerous fireworks, as defined in Part 2 of Division 11 of the California Health and Safety Code, at any time and within any area of the city with the exception of pyrotechnic licensees conducting business while holding a current valid license issued pursuant to Chapter 5 of Part 2 of Division 11 (commencing with Section 12570) of the California Health and Safety Code. (Ord. 1066 § 4, 2017; Ord. 910 § 2, 2005)

17.04.080 Gas stations.

It is unlawful for any person, firm or corporation to sell, offer for sale, store, display or discharge any fireworks of any type in any public oil or gasoline station, or on any premises where gasoline or other inflammable liquids are stored or dispensed. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.090 Penalty for violations.

The violations of any of the provisions of this chapter shall constitute a misdemeanor, and the penalty for violation shall be as set forth in Section 1.04.080 of the Stanton Municipal Code. (Ord. 774 § 2, 1995; Ord. 759 § 2, 1994)

17.04.100 Administrative penalty.

In addition to, or in lieu of the penalty set forth in Section 17.04.090, any person, firm or corporation violating the provisions of this chapter may be issued an administrative citation by an enforcement officer in accordance with the provisions of Chapter 1.12 of this code. The administrative fine for a violation of this chapter shall be assessed in the amount provided as follows:

A. Each person, firm or corporation who violates any provision of this code as it relates to the use, discharge, storage, sale, display and/or possession of less than twenty-five pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty (not including any Late Charges or interest)
First	\$1,000.00	\$250.00	\$1,250.00
Second	\$2,000.00	\$500.00	\$2,500.00
Third	\$3,000.00	\$1,000.00	\$4,000.00

B. Each person, firm or corporation who violates any provision of this code as it relates to the storage, sale, display and/or possession of more than twenty-five pounds and less than one hundred pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$1,000.00	\$250.00	\$1,250.00
Second	\$2,000.00	\$500.00	\$2,500.00
Third	\$3,000.00	\$1,000.00	\$4,000.00

C. Each person, firm or corporation who violates any provision of this code as it relates to the storage, sale, display and/or possession of more than one hundred pounds and less than five thousand pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$5,000.00	\$1,000.00	\$6,000.00
Second	\$10,000.00	\$1,000.00	\$11,000.00
Third	\$15,000.00	\$1,000.00	\$16,000.00

D. Each person, firm or corporation who violates any provision of this code as it relates to the storage, sale, display and/or possession of more than five thousand pounds of dangerous fireworks shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$10,000.00	\$50,000.00	\$60,000.00
Second	\$20,000.00	\$50,000.00	\$70,000.00
Third	\$30,000.00	\$50,000.00	\$80,000.00

E. A person, firm or corporation who fails to obtain a block party permit, license or approval from the city when such a person is required by this code shall be subject to administrative fine or fines under this chapter.

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$500.00	\$150.00	\$625.00
Second	\$1,000.00	\$250.00	\$1,250.00
Third	\$1,500.00	\$500.00	\$2,000.00

F. Any person, firm or corporation who does obtain an administratively-issued block party permit, license or approval from the city where there was a condition imposed upon the issuance of such block party permit, license or approval requiring the person to make all reasonable efforts necessary to ensure that "dangerous fireworks" are not used at said event and said person is said to be in violation of the permit by virtue of the fact that there were dangerous fireworks used at said event shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge

First	\$1,500.00	\$375.00	\$1,875.00
Second	\$3,000.00	\$750.00	\$3,750.00
Third	\$5,000.00	\$2,000.00	\$7,000.00

G. Each person, firm or corporation who uses safe and sane fireworks on or at dates, times and/or locations other than those permitted by this chapter shall be subject to the imposition and payment of an administrative fine or fines as provided below:

Number of offence in 1-year period	Amount of Administrative Penalty	Disposal Charge	Total Amount of Penalty plus Late Charge
First	\$250.00	\$75.00	\$325.00
Second	\$500.00	\$150.00	\$650.00
Third	\$750.00	\$300.00	\$1,050.00

H. In the case of a violation relating to dangerous fireworks, the citee shall be required to abate the violation and surrender all dangerous fireworks to the enforcement officer, immediately.

I. Payment of the administrative fine shall not excuse or discharge a citee from the duty to immediately abate and correct a violation of the Code, nor from any other responsibility or legal consequences for a continuation or a repeated occurrence(s) of a violation of this code. (Ord. 1066 § 5, 2017; Ord. 940 § 4, 2007; Ord. 935 § 4, 2007)

17.04.110 State fines.

Fines collected pursuant to this chapter shall be subject to California Health and Safety Code Section 12726, which provides that sixty-five percent of all administrative fines or penalties collected by the city shall be forwarded to the Controller of the State of California for deposit in the State Fire Marshal Fireworks Enforcement and Disposal Fund, as described in Health and Safety Code Section 12728. (Ord. 1066 § 6, 2017)

View the [mobile version](#).

CITY OF STANTON, CALIFORNIA

FIREWORKS STAND APPLICATION (JULY 4th 2022)

NAME OF ORGANIZATION: YOUTH ASSISTANCE FOUNDATION OF STANTON

ADDRESS OF ORGANIZATION:

OFFICERS OF ORGANIZATION: ANN NGUYEN; PAMELA SCHOONOVER; NANCY HEITMAN

LOCATION OF PRIMARY ACTIVITIES (IF DIFFERENT THAN ABOVE ADDRESS):
11296 BEACH BLVD., STANTON CA 90680 (CR&R)

PHONE # (ORGANIZATION): ANN NGUYEN; PAM; NANCY HEITMAN

RESPONSIBLE PERSON PHONE #: (HOME): ANN (WORK): PAM

NAME OF COMPANY SUPPLYING BOOTH & FIREWORKS: TNT FIREWORKS

ADDRESS: 555 N. GILBERT STREET, FULLERTON CA 92833

PHONE #: 714-738-1002

EMAIL:

BOOTH LOCATION: 12640 BEACH BLVD. STANTON CA 90680

- ☒ ATTACH PROOF OF GENERAL LIABILITY INSURANCE IN THE AMOUNT OF \$1 MILLION DOLLARS.
- ☒ ATTACH STATEMENT DESCRIBING THE BENEFITS YOUR ORGANIZATION PROVIDES TO THE COMMUNITY, INCLUDING SPECIFIC INFORMATION ABOUT EVENTS SPONSORED, INDIVIDUALS AND/OR GROUPS BENEFITTED; AND PROPOSED DISTRIBUTION OF FIREWORKS SALE PROCEEDS.
- ☒ ATTACH CHECK FOR (\$236.25) MADE PAYABLE TO THE CITY OF STANTON. (CHECK WILL BE REFUNDED IF YOUR ORGANIZATION IS NOT SELECTED.)

☒ WRITTEN PERMISSION FROM PROPERTY OWNER AUTHORIZING BOOTH LOCATION

☒ PROVIDE WRITTEN DOCUMENTATION OF ACTIVE NON PROFIT TAX EXEMPT STATUS FOR CHARITABLE PURPOSES, FROM THE CALIFORNIA STATE FRANCHISE TAX BOARD

+UNDER SECTION 17.04.020 OF THE STANTON MUNICIPAL CODE LICENSES! SHALL BE ISSUED ONLY TO NON-PROFIT ORGANIZATIONS OR CORPORATIONS! WHICH HAVE OBTAINED TAX-EXEMPT STATUS FROM THE STATE FRANCHISE TAX! BOARD AND WHICH ARE ORGANIZED PRIMARILY FOR VETERAN, PATRIOTIC,! SOCIAL WELFARE, CIVIC OR BUSINESS BETTERMENT, FRATERNAL, RELIGIOUS! OR CHARITABLE PURPOSES. EACH ORGANIZATION SHALL HAVE A PRINCIPLE! PLACE OF BUSINESS, PRINCIPLE MEETING PLACE OR A LOCATION FOR THE! CONDUCT OF ITS PRIMARY ACTIVITIES WITHIN THE CITY LIMITS AND SHALL! HAVE BEEN ESTABLISHED AND LICENSED UNDER CHAPTER 5.04 (IF REQUIRED)! WITHIN THE CITY CONTINUOUSLY FOR A MINIMUM OF ONE (1) YEAR PRIOR TO! THE FILING OF THE APPLICATION FOR THE LICENSE.

STATE RESALE NUMBER WILL BE REQUIRED FROM CALIFORNIA STATE BOARD OF EQUALIZATION. THE ORGANIZATION LISTED AS THE LICENSEE SHALL BE THE SAME ORGANIZATION LISTED ON THE SELLER'S PERMIT. A SELLER'S PERMIT SHALL NOT BE PROVIDED FOR A THIRD PARTY.

LICENSES ARE NOT TRANSFERABLE OR ASSIGNABLE AND WILL ONLY BE VALID FOR THE DATES SPECIFIED IN THE PERMIT AND WILL BE SUBJECT TO ALL CONDITIONS SET FORTH IN THEIR PERMIT.

APPLICATIONS AND SUPPORTING DOCUMENTS MUST BE FILED IN THE CITY MANAGER'S OFFICE BY NO LATER THAN 5:00 P.M., SUNDAY MAY 8th, 2022. **NO LATE APPLICATIONS WILL BE ACCEPTED.**

FAILURE TO FILE BY THE DEADLINE OR MEET ANY OF THE ABOVE REQUIREMENTS WILL RESULT IN THE DISQUALIFICATION OF YOUR ORGANIZATION.

AS DULY AUTHORIZED OFFICER OF THE ABOVE NAMED ORGANIZATION, I HEREBY SUBMIT THE ABOVE APPLICATION AND ALL REQUIRED DOCUMENTS TO OBTAIN A CITY BUSINESS LICENSE TO CONDUCT THE SALE OF "SAFE AND SANE" FIREWORKS. I UNDERSTAND THAT FAILURE TO CORRECTLY COMPLETE THIS APPLICATION WILL RESULT IN ITS DISQUALIFICATION.

THE ORGANIZATION AND ITS WORKERS AGREE TO ABIDE BY ALL PROVISIONS OF THE CITY'S ORDINANCES AND RULES AND REGULATIONS, AS WELL AS THE COUNTY OF ORANGE REGULATIONS AND FEDERAL AND STATE LAWS.

"I DECLARE ALL OF THE INFORMATION CONTAINED IN OR SUBMITTED WITH THIS APPLICATION IS TRUE AND CORRECT".

SIGNATURE OF OFFICER

DocuSigned by:

Pam Schenover

07200EEF04004E2...

DATE

5/1/2022

Youth Assistance Foundation of Stanton

April 27, 2022

City of Stanton
7800 Katella Ave.
Stanton, CA 90680


RE: Fireworks Booth -- Authorization Letter

Dear City of Stanton,

I, Pam Schoonover, am the board member and have been made an authorized representative for Youth Assistance Foundation of Stanton, which is a community oriented non-profit organization. I have been given authorization by the board to use our non-profit entity status to conduct the fireworks fundraiser for the Youth Assistance Foundation of Stanton and submit an application to the City of Stanton.

If I can be of further help, please don't hesitate to call me at [REDACTED] Thank you for your assistance.

Sincerely,

DocuSigned by:

8779RHEE2210RA22

Board Member
Youth Assistance Foundation of Stanton

Youth Assistance Foundation of Stanton

April 27, 2022


City of Stanton
7800 Katella Ave.
Stanton, CA 90680

RE: Fireworks Booth – Written Statement

Dear City of Stanton,

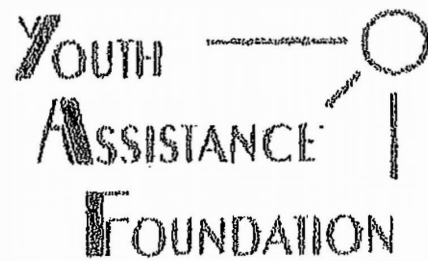
I'm writing to you, to let you know what we are planning on doing with the profits from the fireworks stand this year. We will donate all or most of the money generated from the fireworks stand to the Stanton Santa's Siren. The money will be used to purchase toys for our event. Any left over money will be donated to the Boys and Girls Clubs and any other Stanton non-profit that we see is in need of funds.

Thank you,

DocuSigned by:

87280EEF31964E2...

Board Member
Youth Assistance Foundation

Youth Assistance Foundation



City of Stanton
7800 Katella Avenue
Stanton, California 90680

RE: FIREWORKS BOOTH – Written Statement

Dear City of Stanton:

I am writing to you, to let you know what the Youth Assistance Foundation are planning to do with the profits raised from the fireworks stand this year.

The funds that are generated from the fireworks stand this year will be used to purchase toys/gifts for children/youth in our community. Each December the Youth Assistance Foundation holds their Annual "Santa Siren" event. We visit five (5) neighborhoods with many great volunteers; Santa Claus, City of Stanton Staff, O. C. Fire Department, O. C. Sheriff Department and many Volunteers – this is a fun time for all, where each child receives Christmas present from Santa and parents are able to take a picture of their child/children with him. We also will be providing four (4) graduating high school seniors a scholarship to further their education.

Thank you,

A handwritten signature in black ink, appearing to read "Ann Nguyen".

Ann Nguyen, Board Member
Youth Assistance Foundation



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 4/26/2021

ESL ID: 5333809201

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 1983857

Entity Name: YOUTH ASSISTANCE FOUNDATION OF STANTON

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☒ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov
Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments



TO WHOM IT MAY CONCERN:

Permission is hereby granted to YOUTH ASSISTANCE FOUNDATION and
AMERICAN PROMOTIONAL EVENTS, INC., dba, TNT FIREWORKS, for the
exclusive right to use the property located at 12640 BEACH BLVD. in the City of
STANTON for their 2022 fireworks stand. It is understood that this sale will be
conducted in accordance with all City, County and State regulations, and the
property will be left clean and free of debris.

APEX REALTY, INC., agent for
PLAZA ON THE BOULEVARD LLC

By: (Sign) Stephen Aguayo

Print Name: Stephen Aguayo

Date: 04.20.22

Loc #XXX2575

INSPECTION DATE 6/29

NEW STAND - PUESTO NUEVO

TNT FIREWORKS

MCGILLS

STAND CONTRACT # _____ LOCATION# XXX2575 DATE 2014
BRAND TNT SALES ASSOCIATE T. FLORES
CITY STANTON ORGANIZATION YOUTH ASSISTANCE FOUNDATION
SIZE 8X48X8 CONSTRUCTION STYLE NN METAL—NEW
BILLBOARDS 2 A-FRAMES 3 BANNERS YES PENNANTS YES FLAGS YES
SET-UP FROM 6/20 TO 6/25 DOWN DATE 7-9
ADDRESS 12900 BEACH BLVD.
INTERSECTION
THOMAS GUIDE NEC BEACH & GARDEN GROVE (NEIGHBORHOOD WALMART)
SPECIAL INSTRUCTIONS OC

SET STAND AS SHOWN. FRONT OF STAND FACES WALMART
STAND BILLBOARDS FACE BEACH BLVD.

SETBACKS— CURBS

BUILDINGS 15'

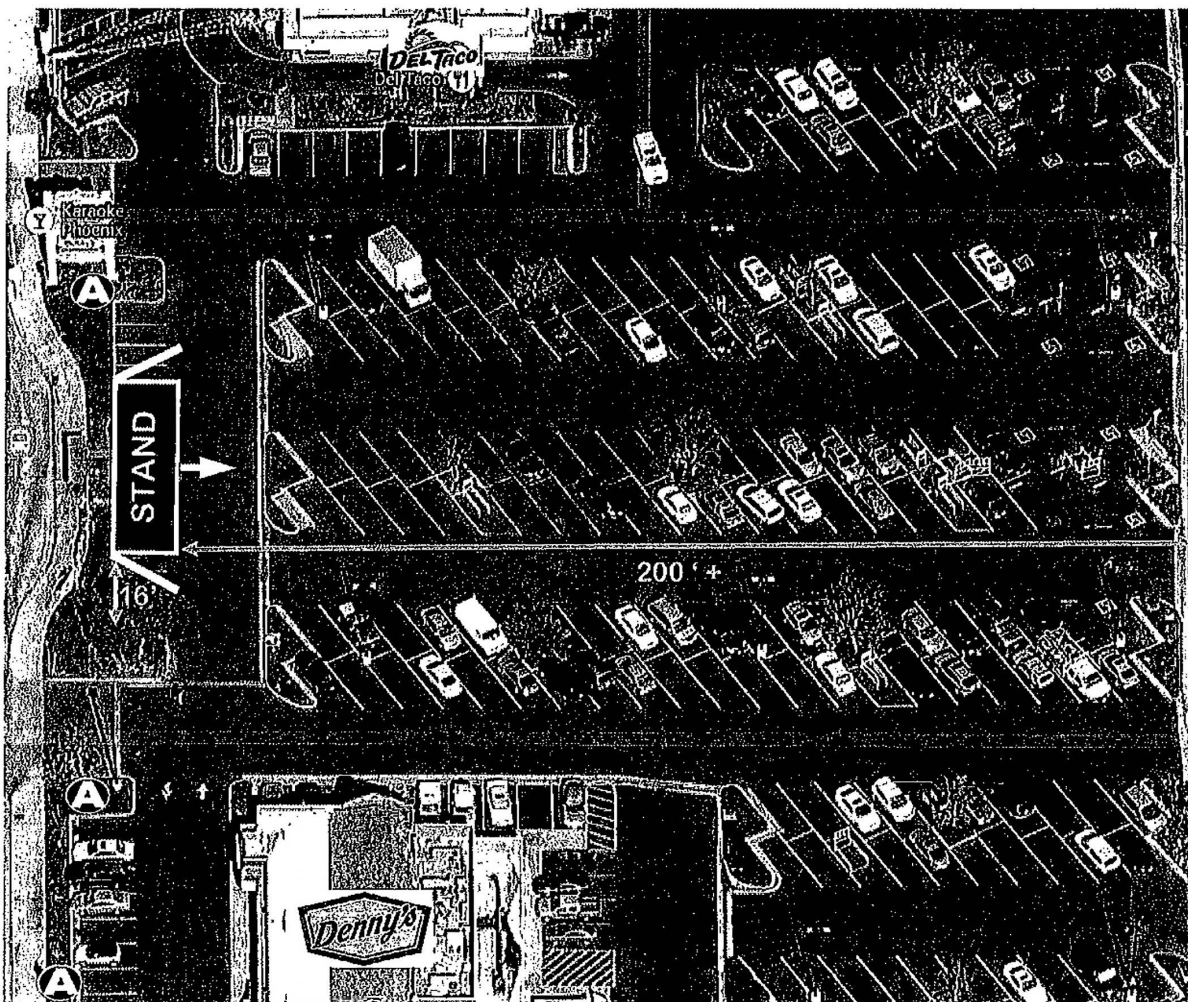
SIDEWALK

REVISION #

DATE

25'

BEACH BLVD



GARDEN GROVE BLVD.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2022

10/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No., Ext): E-MAIL: ADDRESS:		FAX (A/C, No.):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1359665 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833 XXX2575	INSURER A: Everest Indemnity Insurance Company		10851
	INSURER B: Arch Specialty Insurance Company		21199
	INSURER C: Berkshire Hathaway Homestate Ins Co		20044
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 12207317 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	SI8GL00242-211	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	N	UXP0056189-08	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AMWC243357	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Property located at 12640 Beach Blvd., Stanton, CA (XXX2575) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

12207317

Youth Assistance Foundation of Stanton & City of Stanton their officers, agents and employees when acting in their official capacities as such
 7800 Katella Avenue
 Stanton CA 90680

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): HIATT, SONYA	Phone Number:
Mailing Address (Street Address, City, CA, Zip):	
Local Contact Person and Phone Number (if different from Licensee above): Teresa Wiig, (714) 738-1002	

STAND INFORMATION

Group Name: YOUTH ASSISTANCE FOUNDATION - XXX2575
Physical Address (Street Address, City, CA, Zip): 12640 BEACH BLVD., STANTON, CA, 90680
County of Stand Location: ORANGE

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: HIATT, SONYA	Phone Number: 714-738-1002

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Orange County Fire Authority
Physical Address (Street Address, City, CA, Zip): 1 Fire Authority Rd, BUENA PARK, CA, 92602

CAL Fire Validation No.

R-1175

Signature of Fireworks Program Coordinator

Signature of Licensee

03/18/2022

Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

DISPLAY THIS PERMIT CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH IT IS ISSUED

r627010y

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT



PERMIT NUMBER

220945344 - 00001

YOUTH ASSISTANCE FOUNDATION OF STANTON
YOUTH ASSISTANCE FOUNDATION OF STANTON
12640 BEACH BLVD
STANTON CA 90680-4008

EFFECTIVE DATE:

July 1, 2022 thru July 4, 2022

IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF
SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE
LOCATION.

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND
STATE LAWS THAT REGULATE OR CONTROL
YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW
YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (CRS:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-ST REV. 9 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permittee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

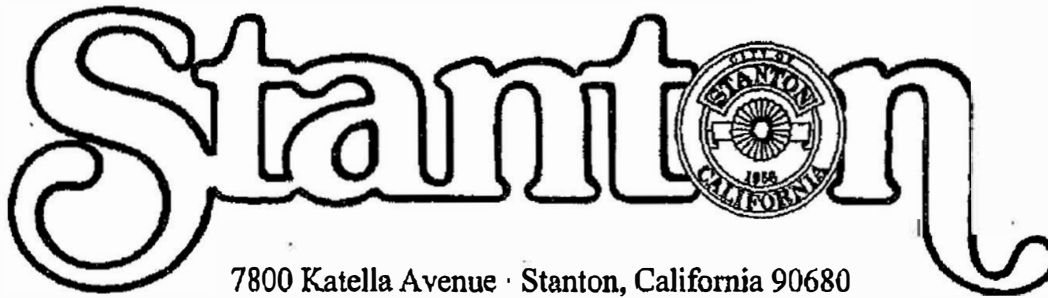
- Our website at www.cdtfa.ca.gov.
- Our toll-free Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.



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

APPLICATION FOR BUSINESS CERTIFICATE

Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.

Please Print

Business Name: YOUTH ASSISTANCE FOUNDATION OF STANTON

Business Owner: ANN NGUYEN - CEO OR PAM SCHOONOVER - SECRETARY

Business Location: [REDACTED] (MAIL ATTN: PAMELA SCHOONOVER)
Number Street Suite No. City State Zip

Mailing Address: SAME AS ABOVE
Number Street Suite No. City State Zip

Business Phone: [REDACTED] (ANN'S CELL) Home Phone: [REDACTED] (PAM'S CELL)
Number Street Suite No. City State Zip

Home Address: [REDACTED] (ANN NGUYEN'S ADDRESS)
Number Street Suite No. City State Zip

Type of Business (Give Full Description): SERVICE CLUB (NONPROFIT)

Ownership Type: ☐ Corporation ☐ Partnership ☐ Sole Proprietor

If Corporation, List Officers and Titles

CEO- ANN NGUYEN; CFO - PAM SCHOONOVER; SECRETARY - NANCY HEITMAN;

Federal/State Employer ID No. 33-0757879 State Sales Tax No. PLEASE SEE ATTACHED

State License No. C1983857 Class _____

Owner's Drivers License No. _____ Social Security No. _____

Opening Date at This Location JULY 1, 2021 Social Security No. _____

- ☐ New Business
- ☐ New Owner (List Previous Owner) _____
- ☐ Business Name Change (List Previous Name) _____
- ☐ Address Change (List Previous Address) _____

Applicant's Signature Pam Schoonover Date 5/1/2022
Does Signed by: 079855EF349C4E2

Business Certificate will be issued only after approval of the inspecting departments. Certificate will be mailed upon approval.

FOR OFFICE USE ONLY

Bus. No. _____ Class _____ Bus. Group _____ 101-7315-315001 B/L Fee _____

Rate Code _____ Units _____ Unit Desc. _____ 101-7315-315002 Appl. Review _____

BOE/CAT. _____ Remarks _____ Total _____



SPECIAL EVENT / TEMPORARY USE PERMIT

☐ Special Event Permit (\$75) ☐ Special Event Amendment (\$20) ☐ Temporary Use Permit (\$155.00)

Business Name YOUTH ASSISTANCE FOUNDATION OF STANTON

Applicant Name ANN NYUGEN/ PAM SCHOONOVER

Daytime Phone [REDACTED]

Event Address 12640 BEACH BLVD.

Event Type FIREWORKS BOOTH

Event Description FIREWORKS FUNDRAISING SALES

Non-Profit Event? **YES** ☒ **NO** ☐ - Dates 7/1 to 7/4 Hours 9am to 9m

****Proof of Non-Profit Status required prior to approval or at time of application.****

ADDITIONAL INFORMATION

Will any parking spaces be blocked off?

YES ☒

NO ☒

Will any aisles or driveways be obstructed?

YES ☒

NO ☐

Types of advertising devices to be used? (mark all that apply)

☐ None

☒ Banners

☒ Flags/Pennants

☒ Flyers

☐ In-store promo

☒ Other, please list A-F RAMES LIGHTS

Will you be using outdoor electrical equipment? (extension cords, power strips, outdoor lighting, etc.)

YES ☒

NO ☐

If yes, please describe GENERATOR

Will you be using any temporary structures such as tents, booths, etc.?

YES ☒

NO ☐

If yes, please describe EZ-UPS

****A site plan including all above-noted information is required at time of application.****

I hereby state that this, along with the attached diagram, is a true representation of the proposed sales event. I understand that the conduct of any activities not hereby approved, or which are in violation of local ordinances, will be grounds for termination of the event. I understand that if Orange County Sheriff Department Services are required as a result of this event, I will be required to pay for said services.

DocuSigned by:

Signature of Event Operator

Pam Schoonover

Date

5/1/2022

PROPERTY OWNER INFORMATION

Property Owner(s) Name see attached

Daytime Phone

Address see attached

I hereby give authorization to the above-mentioned person(s) for the abovementioned event to be conducted on my property located at see attached

(property address)

Signature of Property Owner see attached

Date

CITY USE ONLY

Approval YES ☐ NO ☐ Approved By

Date

Remarks

GL Cost Center: 51101



AMERICAN PROMOTIONAL EVENTS
WEST
dba TNT Fireworks
PO BOX 1318
4511 Helton Drive Industrial Park
Florence, AL 35630

Check No. - 20162974

Check Date - 4/7/2022

Stub - 1 of 1

INVOICE NO.	DATE	DESCRIPTION	GROSS	DEDUCTIONS	AMOUNT PAID
XXX2575/511/J22/125	4/6/22	Permitting Fees	236.25		236.25

YOUTH ASSISTANCE FOUNDATION OF STANTON

236.25

236.25

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



AMERICAN PROMOTIONAL EVENTS
WEST
dba TNT Fireworks
PO BOX 1318
4511 Helton Drive Industrial Park
Florence, AL 35630

WELLS FARGO BANK, NA
56-382
412

CHECK NO.

20162974

VENDOR

DATE

AMOUNT

4/7/2022

\$*****236.25

PAY

TWO HUNDRED THIRTY SIX AND 25/100*****

TO THE
ORDER OF

CITY OF STANTON
7800 KATELLA AVE.
STANTON CA 90680

RES

GL Cost Center: 51101



AMERICAN PROMOTIONAL EVENTS
WEST
dba TNT Fireworks
PO BOX 1318
4511 Helton Drive Industrial Park
Florence, AL 36630

Check No. - 20162975
Check Date - 4/7/2022
Stub - 1 of 1

INVOICE NO.	DATE	DESCRIPTION	GROSS	DEDUCTIONS	AMOUNT PAID
XXX2575/511/J22/125	4/6/22	Permitting Fees	45.00		45.00

YOUTH ASSISTANCE FOUNDATION OF STANTON

45.00 45.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



AMERICAN PROMOTIONAL EVENTS
WEST
dba TNT Fireworks
PO BOX 1318
4511 Helton Drive Industrial Park
Florence, AL 36630

WELLS FARGO BANK, NA
56-382
412

CHECK NO. 20162975

VENDOR

DATE

AMOUNT

4/7/2022 \$*****45.00

PAY

FORTY FIVE AND 00/100*****

VOID

TO THE
ORDER OF

CITY OF STANTON
7800 KATELLA AVE.
STANTON CA 90680

URES

CITY OF STANTON, CALIFORNIA

FIREWORKS STAND APPLICATION (JULY 4th 2022)

NAME OF ORGANIZATION: BOYS & GIRLS CLUB OF STANTON

ADDRESS OF ORGANIZATION: 11050 CEDAR ST., STANTON CA 90680

OFFICERS OF ORGANIZATION: ELVIN CAMPBELL,
LINDA GALLAGHER; TIM SCHOONOVER

LOCATION OF PRIMARY ACTIVITIES (IF DIFFERENT THAN ABOVE ADDRESS):
11050 CEDAR ST., STANTON CA 90680

PHONE # (ORGANIZATION): 714-891-0740

RESPONSIBLE PERSON PHONE #: (HOME): _____ (WORK): 714-891-0740

NAME OF COMPANY SUPPLYING BOOTH & FIREWORKS: TNT FIREWORKS

ADDRESS: 555 N. GILBERT STREET, FULLERTON CA 92833

PHONE #: 714-738-1002

EMAIL: [REDACTED]

BOOTH LOCATION: 7910 KATELLA AVE., STANTON CA 90680

☒ ATTACH PROOF OF GENERAL LIABILITY INSURANCE IN THE AMOUNT OF \$1 MILLION DOLLARS.

☒ ATTACH STATEMENT DESCRIBING THE BENEFITS YOUR ORGANIZATION PROVIDES TO THE COMMUNITY, INCLUDING SPECIFIC INFORMATION ABOUT EVENTS SPONSORED, INDIVIDUALS AND/OR GROUPS BENEFITTED; AND PROPOSED DISTRIBUTION OF FIREWORKS SALE PROCEEDS.

☒ ATTACH CHECK FOR (\$236.25) MADE PAYABLE TO THE CITY OF STANTON. (CHECK WILL BE REFUNDED IF YOUR ORGANIZATION IS NOT SELECTED.)

[X] WRITTEN PERMISSION FROM PROPERTY OWNER AUTHORIZING BOOTH LOCATION

[X] PROVIDE WRITTEN DOCUMENTATION OF ACTIVE NON PROFIT TAX EXEMPT STATUS FOR CHARITABLE PURPOSES, FROM THE CALIFORNIA STATE FRANCHISE TAX BOARD

+UNDER SECTION 17.04.020 OF THE STANTON MUNICIPAL CODE LICENSES! SHALL BE ISSUED ONLY TO NON-PROFIT ORGANIZATIONS OR CORPORATIONS! WHICH HAVE OBTAINED TAX-EXEMPT STATUS FROM THE STATE FRANCHISE TAX! BOARD AND WHICH ARE ORGANIZED PRIMARILY FOR VETERAN, PATRIOTIC,! SOCIAL WELFARE, CIVIC OR BUSINESS BETTERMENT, FRATERNAL, RELIGIOUS! OR CHARITABLE PURPOSES. EACH ORGANIZATION SHALL HAVE A PRINCIPLE! PLACE OF BUSINESS, PRINCIPLE MEETING PLACE OR A LOCATION FOR THE! CONDUCT OF ITS PRIMARY ACTIVITIES WITHIN THE CITY LIMITS AND SHALL! HAVE BEEN ESTABLISHED AND LICENSED UNDER CHAPTER 5.04 (IF REQUIRED)! WITHIN THE CITY CONTINUOUSLY FOR A MINIMUM OF ONE (1) YEAR PRIOR TO! THE FILING OF THE APPLICATION FOR THE LICENSE.

STATE RESALE NUMBER WILL BE REQUIRED FROM CALIFORNIA STATE BOARD OF EQUALIZATION. THE ORGANIZATION LISTED AS THE LICENSEE SHALL BE THE SAME ORGANIZATION LISTED ON THE SELLER'S PERMIT. A SELLER'S PERMITS SHALL NOT BE PROVIDED FOR A THIRD PARTY.

LICENSES ARE NOT TRANSFERABLE OR ASSIGNABLE AND WILL ONLY BE VALID FOR THE DATES SPECIFIED IN THE PERMIT AND WILL BE SUBJECT TO ALL CONDITIONS SET FORTH IN THEIR PERMIT.

APPLICATIONS AND SUPPORTING DOCUMENTS MUST BE FILED IN THE CITY MANAGER'S OFFICE BY NO LATER THAN 5:00 P.M., SUNDAY MAY 8th, 2022. **NO LATE APPLICATIONS WILL BE ACCEPTED.**

FAILURE TO FILE BY THE DEADLINE OR MEET ANY OF THE ABOVE REQUIREMENTS WILL RESULT IN THE DISQUALIFICATION OF YOUR ORGANIZATION.

AS DULY AUTHORIZED OFFICER OF THE ABOVE NAMED ORGANIZATION, I HEREBY SUBMIT THE ABOVE APPLICATION AND ALL REQUIRED DOCUMENTS TO OBTAIN A CITY BUSINESS LICENSE TO CONDUCT THE SALE OF "SAFE AND SANE" FIREWORKS. I UNDERSTAND THAT FAILURE TO CORRECTLY COMPLETE THIS APPLICATION WILL RESULT IN ITS DISQUALIFICATION.

THE ORGANIZATION AND ITS WORKERS AGREE TO ABIDE BY ALL PROVISIONS OF THE CITY'S ORDINANCES AND RULES AND REGULATIONS, AS WELL AS THE COUNTY OF ORANGE REGULATIONS AND FEDERAL AND STATE LAWS.

"I DECLARE ALL OF THE INFORMATION CONTAINED IN OR SUBMITTED WITH THIS APPLICATION IS TRUE AND CORRECT".

SIGNATURE OF OFFICER  DATE 6/3/2022

DocuSigned by:
B1D3F5FF0F7D4C4...



To Whom It May Concern:

I, Elvin Campbell, am the Executive Director of the Boys & Girls Club of Stanton and have been made an authorized representative for the Boys & Girls Club of Stanton, which is a youth oriented non-profit organization. I have been given authorization by the board to use our non-profit entity status to conduct the fireworks fundraiser for the Boys & Girls Club of Stanton and submit an application to the City of Stanton.

If I can be of further help, please don't hesitate to call me at (714) 891-0704.
Thank you for your assistance.

Sincerely,

DocuSigned by:

B1D3F5FF0F7D4C4...

Elvin Campbell
Executive Director
Boys and Girls Club of Stanton



The Boys & Girls Club of Stanton Mission Statement is:

To enable all young people, especially those who need us the most, to reach their full potential as productive, caring, responsible citizens.

That is what we do daily, we help youth age 6 to 18 to become responsible citizens, to reach their full potential and one day be productive adults.

The selling of fireworks will help the Club to raise much needed funds that will help support our program and activities. The Boys & Girls Club of Stanton serves the community youth in educational, sports, fitness, arts, recreation, intervention and prevention programs. We keep the cost of membership low so that parents can afford the cost of our programs. We will never turn a child away due to financial hardship of their family.

Sincerely,

DocuSigned by:
A handwritten signature in cursive script that reads "Elvin Campbell".

81D9F0FF0F7D4C4...
Elvin Campbell

Executive Director

Boys and Girls Club of Stanton



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 6/8/2022

ESL ID: 8696275718

Why You Received This Letter

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 0751477

Entity Name: BOYS AND GIRLS CLUB OF STANTON

- ☒ 1. The entity is in good standing with the Franchise Tax Board.
- ☐ 2. The entity is **not** in good standing with the Franchise Tax Board.
- ☒ 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- ☐ 4. We do not have current information about the entity.
- ☐ 5. The entity was administratively dissolved/cancelled on _____ through the Franchise Tax Board Administrative Dissolution process.

Important Information

- This information does not necessarily reflect the entity's current legal or administrative status with any other agency of the state of California or other governmental agency or body.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or if the entity did business in California at a time when it was not qualified or not registered to do business in California, this information does not reflect the status or voidability of contracts made by the entity in California during the period the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
- The entity certificate of revivor may have a time limitation or may limit the functions the revived entity can perform, or both (R&TC Section 23305b).

Connect With Us

Web: ftb.ca.gov

Phone: 800.852.5711 from 7 a.m. to 5 p.m. weekdays, except state holidays
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments



TO WHOM IT MAY CONCERN:

Permission is hereby granted to BOYS & GIRLS CLUB OF STANTON and

AMERICAN PROMOTIONAL EVENTS, INC., WEST dba, TNT FIREWORKS, for the

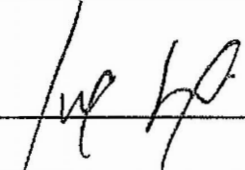
exclusive right to use the property located at the STANTON-FOOD 4 LESS,

7910 KATELLA AVENUE in the City of STANTON, CA for their 2022

Fireworks stand. It is understood that this sale will be conducted in accordance with all

City, County and State regulations, and the property will be left clean and free of debris.

SAFCO CAPITAL CORPORATION

By: (Sign) 

Print Name: JOHN SAFI

Date: 2/10/22

CSR0806

INSPECTION DATE 6/29

TNT FIREWORKS

MCGILLS

STAND CONTRACT # _____ LOCATION# CSR 0806 DATE 2011
BRAND TNT SALES ASSOCIATE T. FLORES
CITY STANTON ORGANIZATION BOYS & GI RLS CLUB OF STANTON
SIZE 24 CONSTRUCTION STYLE NN METAL -NEW 1
BILLBOARDS 2 A-FRAMES 3 BANNERS YES PENNANTS YES FLAGS YES
SET-UP FROM 6/26 TO 6/26 DOWN DATE 7-9
ADDRESS 7910 KATELLA AVE.
INTERSECTION BEACH & KATELLA
THOMAS GUIDE LA 797 J-2
SPECIAL INSTRUCTIONS

SET STAND AS SHOWN. PLEASE LOOK FOR MARKS. MAKE SURE
TO LEAVE A-FRAME SET UP NEXT TO STAND.

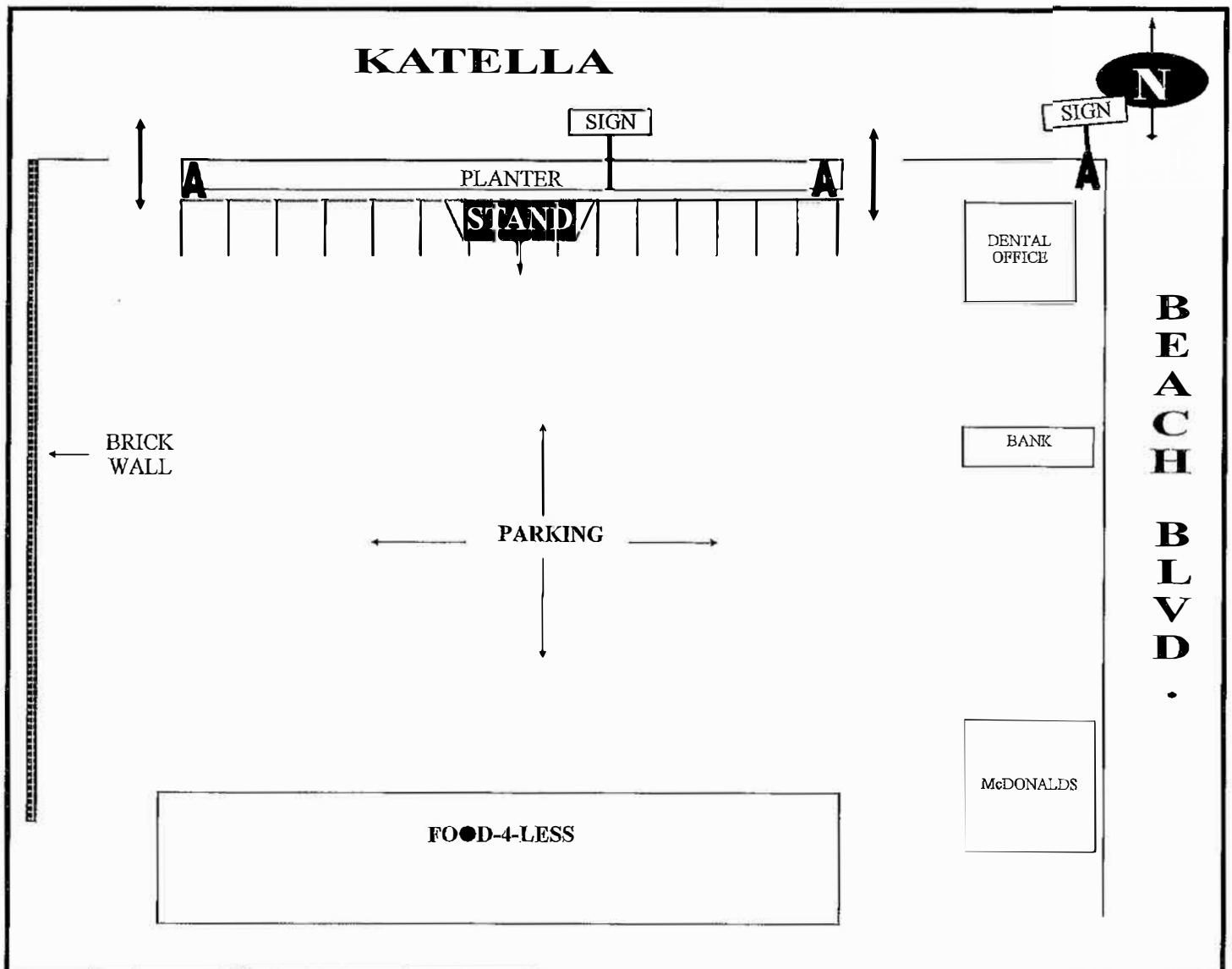
SETBACKS— CURBS

BUILDINGS 15'

SIDEWALK REVISION #

DATE

25'





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2022

10/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
3280 Peachtree Road NE, Suite #250
Atlanta GA 30305
(404) 460-3600

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE**NAIC #****INSURER A:** Everest Indemnity Insurance Company

10851

INSURER B: Arch Specialty Insurance Company

21199

INSURER C: Berkshire Hathaway Homestate Ins Co

20044

INSURER D:**INSURER E:****INSURER F:**

INSURED
1359665 American Promotional Events, Inc.
DBA TNT Fireworks, Inc.
555 North Gilbert Avenue
Fullerton CA 92833
CSR0806

COVERAGES**CERTIFICATE NUMBER:** 12207249**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	SI8GL00242-211	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	UXP0056189-08	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	AMWC243357	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured: Property located at 7910 Katella Ave., Stanton, CA (CSR0806) Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER**12207249**

Boys & Girls Club of Stanton & the City of Stanton
their officers, agents and employees when acting
in their official capacities as such
7800 Katella Avenue
Stanton CA 90680

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF CALIFORNIA, NATURAL RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION
RETAIL FIREWORKS LICENSE APPLICATION
FWX-15 (REV. 12/18)

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Fire Engineering
Office of the State Fire Marshal
PO Box 944246, Sacramento, CA
94244-2460
(916) 568-2948

LICENSEE INFORMATION

Name (Last, First): HIATT, SONYA	Phone Number:
Mailing Address (Street Address, City, CA, Zip): 555 N. Gilbert St., Fullerton, CA, 92833	
Local Contact Person and Phone Number (if different from Licensee above): Teresa Wiig, (714) 738-1002	

STAND INFORMATION

Group Name: BOYS & GIRLS CLUB OF STANTON - CSR0806
Physical Address (Street Address, City, CA, Zip): 7910 KATELLA AVENUE, STANTON, CA, 90680
County of Stand Location: ORANGE

WHOLE SALE FIREWORK VENDOR INFORMATION

Business Name: AMERICAN PROMOTIONAL EVENTS-WEST	License No.: W-1081
Contact Name: HIATT, SONYA	Phone Number: 714-738-1002

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: Orange County Fire Authority
Physical Address (Street Address, City, CA, Zip): 1 Fire Authority Rd, BUENA PARK, CA, 92602

CAL Fire Validation No.

R-1176

Signature of Fireworks Program Coordinator

Signature of Licensee

03/18/2022

Date

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to the organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, June 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stand must be at least 18 and fireworks may not be sold to anyone under age of 16

DISPLAY THIS PERMIT CONSPICUOUSLY AT THE PLACE OF BUSINESS FOR WHICH IT IS ISSUED

a085583f

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
TEMPORARY SELLER'S PERMIT



PERMIT NUMBER

216907712 - 00001

BOYS AND GIRLS CLUB OF STANTON
BOYS AND GIRLS CLUB OF STANTON
7910 KATELLA AVE
STANTON CA 90680-3124

EFFECTIVE DATE:

July 1, 2022 thru July 4, 2022

IS HEREBY AUTHORIZED TO ENGAGE IN THE BUSINESS OF
SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE
LOCATION.

YOU ARE REQUIRED TO OBEY ALL FEDERAL AND
STATE LAWS THAT REGULATE OR CONTROL
YOUR BUSINESS. THIS PERMIT DOES NOT ALLOW
YOU TO DO OTHERWISE.

PLEASE RETAIN THIS DOCUMENT FOR YOUR
RECORDS.

THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.
FOR GENERAL TAX QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE CENTER AT 1-800-400-7115 (CRS:711).
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 1-888-324-2798.

CDTFA-442-ST REV. 9 (2-22)

A MESSAGE TO OUR PERMIT HOLDER

As a permittee, you have certain rights and responsibilities under the Sales and Use Tax Law. For assistance, we offer the following resources:

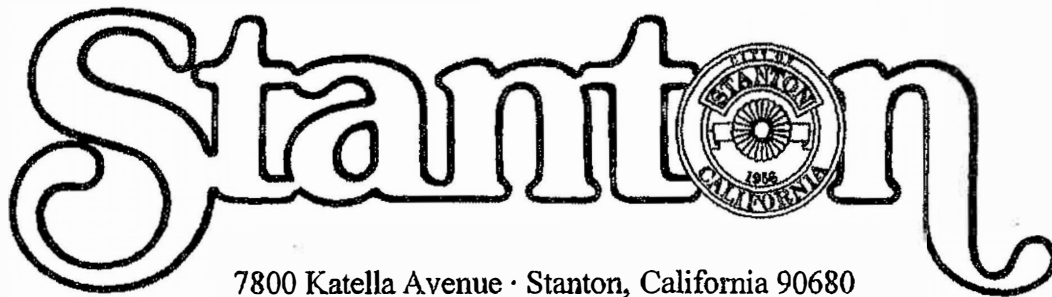
- Our website at www.cdtfa.ca.gov.
- Our toll-free Customer Service Center at 1-800-400-7115 (CRS:711). Customer service representatives are available Monday through Friday from 8:00 a.m. to 5:00 p.m. (Pacific time), except state holidays.

As a permittee, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a California Department of Tax and Fee Administration (CDTFA) representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes.

You must notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. This permit is valid only for the owner specified on the permit. A person who obtains a permit and ceases to do business, or never commenced business, shall surrender their permit by immediately notifying CDTFA in writing at this address: California Department of Tax and Fee Administration, Field Operations Division, P.O. Box 942879, Sacramento, CA 94279-0047. You may also surrender the permit to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling 1-888-324-2798 or by faxing 1-916-323-3319.

As authorized by law, information provided by an applicant for a permit may be disclosed to other government agencies.



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

APPLICATION FOR BUSINESS CERTIFICATE

Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.

Please Print

Business Name: BOYS & GIRLS CLUB OF STANTON

Business Owner: ELVIN CAMPBELL

Business Location: 11050 CEDAR STREET STANTON CA 90680

Number Street Suite No. City State Zip

Mailing Address: SAME AS ABOVE

Number Street Suite No. City State Zip

Business Phone: (714) 891-0740 Home Phone: ()

Home Address: Number Street Suite No. City State Zip

Type of Business (Give Full Description): NONPROFIT YOUTH MEMBERSHIP ORGANIZATION FOR CHILDREN 6 TO 18 YEARS OF AGE

Ownership Type: ☐ Corporation ☐ Partnership ☐ Sole Proprietor

If Corporation, List Officers and Titles ELVIN CAMPBELL - EXECUTIVE DIRECTOR; BOARD PRESIDENT

- PROGRAM DIRECTOR ;

- TREASURER OF THE BOARD

Federal/State Employer ID No. 95-2913402

State Sales Tax No. _____

State License No. C0751477

Class _____

Owner's Drivers License No. _____

Social Security No. _____

Opening Date at This Location _____

Social Security No. _____

☐ New Business

☐ New Owner (List Previous Owner) _____

☐ Business Name Change (List Previous Name) _____

☐ Address Change (List Previous Address) _____

DocuSigned by:

Elvin Campbell

B1D3F5FF0F7D4C4...

6/3/2022

Applicant's Signature _____

Date _____

Business Certificate will be issued only after approval of the inspecting departments. Certificate will be mailed upon approval.

FOR OFFICE USE ONLY

Bus. No. _____ Class _____ Bus. Group _____ 101-7315-315001 B/L Fee _____

Rate Code _____ Units _____ Unit Desc. _____ 101-7315-315002 Appl. Review _____

BOE/CAT. _____ Remarks _____ Total _____



SPECIAL EVENT / TEMPORARY USE PERMIT

☐ Special Event Permit (\$75) ☐ Special Event Amendment (\$20) ☐ Temporary Use Permit (\$155.00)

Business Name BOYS & GIRLS CLUB OF STANTON

Applicant Name ELVIN CAMPBELL Daytime Phone 714-891-0740

Event Address 7910 KATELLA AVE Event Type FIREWORKS BOOTH

Event Description FIREWORKS FUNDRAISING SALES

Non-Profit Event? **YES** ☒ **NO** ☐ Dates 7/1 to 7/4 Hours to

****Proof of Non-Profit Status required prior to approval or at time of application.****

ADDITIONAL INFORMATION

Will any parking spaces be blocked off? **YES** ☒ **NO** ☒

Will any aisles or driveways be obstructed? **YES** ☒ **NO** ☐

Types of advertising devices to be used? (mark all that apply)

☐ None ☒ Banners ☒ Flags/Pennants ☒ Flyers ☐ In-store promo

☒ Other, please list A-FRA MESLIGHTS

Will you be using outdoor electrical equipment? (extension cords, power strips, outdoor lighting, etc.)

YES ☒ **NO** ☐ If yes, please describe GENERATOR

Will you be using any temporary structures such as tents, booths, etc.? ******

YES ☒ **NO** ☐ If yes, please describe E ZUPS

****A site plan including all above-noted information is required at time of application.****

I hereby state that this, along with the attached diagram, is a true representation of the proposed sales event. I understand that the conduct of any activities not hereby approved, or which are in violation of local ordinances, will be grounds for termination of the event. I understand that if Orange County Sheriff Department Services are required as a result of this event, I will be required to pay for said services.

DocuSigned by:
Signature of Event Operator Elvin Campbell Date 6/3/2022
B1D3F5FF0F7D4C4...

PROPERTY OWNER INFORMATION

Property Owner(s) Name see attached Daytime Phone

Address see attached

I hereby give authorization to the above-mentioned person(s) for the abovementioned event to be conducted on my property located at see attached

(property address)

Signature of Property Owner see attached Date

CITY USE ONLY

Approval **YES** ☐ **NO** ☐ Approved By Date

Remarks

GL Cost Center: 51101



AMERICAN PROMOTIONAL EVENTS
WEST
dba TNT Fireworks
PO BOX 1318
4511 Helton Drive Industrial Park
Florence, AL 36630

Check No. - 20162970

Check Date - 4/7/2022

Stub - 1 of 1

INVOICE NO.	DATE	DESCRIPTION	GROSS	DEDUCTIONS	AMOUNT PAID
CSR0806/511/J22/125	4/6/22	Permitting Fees	236.25		236.25

BOYS & GIRLS CLUB OF STANTON

236.25

236.25

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



AMERICAN PROMOTIONAL EVENTS
WEST
dba TNT Fireworks
PO BOX 1318
4511 Helton Drive Industrial Park
Florence, AL 36630

WELLS FARGO BANK, NA
56-382
412

CHECK NO. 20162970

VENDOR

DATE

AMOUNT

4/7/2022 \$*****236.25

PAY TWO HUNDRED THIRTY SIX AND 25/100*****

VOID

TO THE
ORDER OF

CITY OF STANTON
7800 KATELLA AVE.
STANTON CA 90680

SIGNATURES



GL Cost Center: 51101



AMERICAN PROMOTIONAL EVENTS
WEST
dba TNT Fireworks
PO BOX 1318
4511 Helton Drive Industrial Park
Florence, AL 35630

Check No. - 20162971

Check Date - 4/7/2022

Stub - 1 of 1

INVOICE NO.	DATE	DESCRIPTION	GROSS	DEDUCTIONS	AMOUNT PAID
CSR0806/511/J22/125	4/6/22	Permitting Fees	45.00		45.00

BOYS & GIRLS CLUB OF STANTON

45.00

45.00

THIS CHECK IS VOID WITHOUT A RED & GRAY BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



AMERICAN PROMOTIONAL EVENTS
WEST
dba TNT Fireworks
PO BOX 1318
4511 Helton Drive Industrial Park
Florence, AL 35630

WELLS FARGO BANK, NA
56-382
412

CHECK NO. 20162971

VENDOR

DATE

AMOUNT

4/7/2022 \$*****45.00

PAY

FORTY FIVE AND 00/100*****

VOID

TO THE
ORDER OF

CITY OF STANTON
7800 KATELLA AVE.
STANTON CA 90680

SIGATURES

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2022

SUBJECT: ST. POLYCARP CATHOLIC CHURCH REQUEST FOR CITY TO CO-SPONSOR ST. POLYCARP FAMILY FESTIVAL

REPORT IN BRIEF:

A request has been received for the City to co-sponsor the St. Polycarp Catholic Church's St. Polycarp Family Festival, which is scheduled to be held on September 16 – 18, 2022.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) and 15060(c)(3); and
2. Provide direction to staff and receive and file the report.

BACKGROUND:

Saint Polycarp Catholic Church ("St. Polycarp"), located at 8100 Chapman Avenue in the City of Stanton, is scheduled to host a family festival on the weekend of September 16, 17, and 18, 2022. Some activities and offerings planned to be part of the festival include kid games, a raffle, and a food booth serving hamburgers and/or hot dogs. A request has been received to co-sponsor the event.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(5) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

5. Provide a high quality of life.

PUBLIC NOTIFICATION:

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

Prepared By:

/s/ Jason Huynh

Jason Huynh
Management Analyst

Approved By:

/s/ Zenia Bobadilla

Zenia Bobadilla
Interim City Manager

Attachment(s):

A. St. Polycarp Fiesta Flyer

SAVE THE DATE

Attachment: A

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

SEPTEMBER 16, 17 & 18 2022

St. Polycarp Fiesta



ST. POLYCARP CATHOLIC CHURCH

8100 CHAPMAN AVE. STANTON, CA 90680

EMAIL TO

[FIESTA.POLYCARP@GMAIL.COM](mailto:Fiesta.POLYCARP@GMAIL.COM)



CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: June 14, 2022

SUBJECT: AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON SPECIFIED PERSONAL SERVICE AND MEDICAL OFFICE BUSINESSES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL CODE AND ZONING CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

REPORT IN BRIEF:

A number of businesses in the City of Stanton ("City") that are licensed to operate as "personal care" uses—such as day spas and other type of beauty care businesses—have apparently provided unauthorized massage services or engaged in illegal actions at their premises. As explained below, businesses that provide unauthorized massage services pose significant potential impacts to the health, safety, and welfare of the community. Against this backdrop, the City Council is asked to consider an interim urgency ordinance to temporarily prohibit the establishment of specified personal care businesses. The interim urgency ordinance is intended to provide the City with sufficient time to study the continuing impacts of these establishments and to develop new municipal and zoning code regulations.

RECOMMENDED ACTION:

1. City Council find that the proposed urgency ordinance is:
 - a. Not a "project" within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines (Title 14 of the California Code of Regulations) because it has no potential for resulting in physical change in the environment, directly or indirectly; and
 - b. Exempt from the requirements of CEQA under Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

2. Adopt Urgency Ordinance No. 1121, entitled:

“AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON SPECIFIED PERSONAL SERVICE AND MEDICAL OFFICE BUSINESSES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY’S MUNICIPAL CODE AND ZONING CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA”.

BACKGROUND:

Under the California Constitution and pursuant to its police powers, the City is charged with responsibility for the health, safety, and welfare of its citizens. The City performs this responsibility through numerous avenues, including by establishing and enforcing zoning, licensing and health and safety regulations on specified commercial activities.

An example of such regulations can be found in Chapter 5.16 of the Stanton Municipal Code (“SMC”), which regulates massage establishments in the City. Among other things, SMC Chapter 5.16 prohibits operating a massage establishment without a City-issued license and serves to: (1) ensure that massage establishments in the City operate in an orderly, safe, and sanitary manner; and (2) prevent massage establishments from being used as fronts for illegal activities, including prostitution and human trafficking.

Despite the existing regulatory framework, in recent years, the City has continued to experience issues related to illicit sexual activity at business offering massage services. Specifically, the City has become aware that some businesses regulated by and licensed under the SMC as “personal service” uses¹ are offering patrons massage services despite not having a City-issued massage establishment license. Undercover operations by the Orange County Sheriff’s Department indicated that a spa licensed to provide personal services such as facials, waxing and other skin care uses—and whose business license specifically prohibited massage services—was nonetheless offering patrons massage services and employing massage technicians who engaged in alleged illicit sexual activity in violation of State laws relating to prostitution. The City has also experienced nuisance issues (including illicit sexual activity) at businesses offering acupuncture and acupressure services—both of which fall within the ambit of the SMC’s “medical services – office” use.

Personal service and medical office uses are currently only subject to the City’s business license regulations provided in SMC Chapter 5.04. Research by City staff indicates that Chapter 5.04, as well as other areas of the SMC, require an update to more specifically address vice and public nuisance issues occurring at such businesses.

¹ The SMC generally defines “personal service” uses as those that provide “nonmedical services to individuals.” (SMC, § 20.700.120).

ANALYSIS/JUSTIFICATION:

Currently, SMC Section 20.700.120 lists various examples of “personal service” uses. Of the uses listed, the following involve the potential for ongoing, close—and at times direct—physical contact in a private setting (e.g., a partitioned area or a back room) between employees and patrons:

- Barber and beauty shops, which SMC Section 20.700.120 suggests may include “accessory massage” services;
- Nail salons, which SMC Section 20.700.120 suggests may also include “accessory massage” services;
- Tanning salons, where patrons may be fully disrobed, depending on the tanning method used and targeted area of the body;
- Spas and hot tubs for hourly rental, where patrons may be fully disrobed before and/or during the activity; and
- Tattoo parlors (including those that provide henna tattoos) and body piercing studios, where patrons may be fully disrobed depending on the area of the body receiving the piercing or tattoo; and

Additionally, businesses offering body waxing services can involve close and direct physical contact between employees and patrons in a private setting—with the potential for patrons to be fully disrobed, depending on the anatomical area being waxed.

As noted above, the City has experienced nuisance issues at businesses offering acupuncture and acupressure services. Relatedly, a number of businesses in the City operating as “day spas” or other type of beauty care businesses have apparently provided unauthorized massage services or engaged in illegal actions at their premises. Businesses that perform unauthorized massage services pose significant potential impacts to the health, safety and welfare of the community. Among other things, these impacts include the potential for:

- Injury to patrons stemming from the employment of unlicensed massage technicians;
- Injury to patrons and/or employees stemming from the lack of appropriate sanitation and safety standards;
- Increased opportunities for prostitution activity and human trafficking by virtue of the secretive nature associated with offering unauthorized and undisclosed (to the City or law enforcement) massage services; and

- The lack of a current regulatory platform enabling the City to promptly revoke the business license for a business performing unauthorized massage services.

Government Code Sections 36937 and 65858 authorize the City Council to adopt an interim urgency ordinance to protect the public safety, health, and welfare from an event, occurrence, or set of circumstances. Staff believes that the circumstances profiled above justify such an ordinance.

The attached interim urgency ordinance (Attachment 1) makes the requisite Government Code findings and, if adopted, would institute a 45-day moratorium to provide staff with time to gather data about the adverse impacts of certain medical office and personal service uses engaging in unauthorized massage activities and to research, study, and prepare recommendations for the Council's consideration regarding potential amendments to the City's regulatory process and the SMC. If adopted, both of the following restrictions would be in place for the duration of the urgency ordinance:

1. No new medical office or personal service business could be established in the City if it qualifies as one or more of the following uses: (a) barber shop; (b) beauty salon; (c) nail salon; (d) tanning salon; (e) salon, studio, or spa offering nonmedical skin or facial care; (f) salon, studio or spa providing services involving eyelash extensions and/or eyebrow waxing, threading, or tattooing ; (g) a business whose primary service involves providing patrons with access to on-site spas or hot tubs; (h) a tattoo (including, but not limited to, henna) or body piercing studio; (i) a business providing acupuncture and/or acupressure services; and (j) any use similar to the preceding (a) – (j), as determined by the City's Community Development Director.
2. The City will not approve or issue any use permit, license, variance, building permit, business license, or other applicable entitlement, license, permit, or approval for the establishment of any business establishment listed in subsections (1)(a)-(j) above, or the enlargement of any such existing business, within the City.

In order for the urgency ordinance to be effective, four-fifths (4/5) of the City Council must approve the ordinance. Thereafter, the ordinance would remain in effect for 45 days from its adoption (unless earlier repealed, terminated, or extended by the Council).

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of California Environmental Quality Act ("CEQA"), the project is exempt pursuant to Sections 15378 and Section 15061(b)(3) of the State CEQA Guidelines (Title 14 of the California Code of Regulations).

PUBLIC NOTIFICATION:

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

STRATEGIC PLAN:

1 – Provide a Safe Community

Prepared By:

/s/ James J. Wren

James J. Wren
Public Safety Services Director

Reviewed by:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Approved by:

/s/ Zenia Bobadilla

Zenia Bobadilla
Interim City Manager

Attachments:

A. Interim Urgency Ordinance No. 1121

ORDINANCE NO. 1121

AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA ESTABLISHING A TEMPORARY MORATORIUM ON SPECIFIED PERSONAL SERVICE AND MEDICAL OFFICE BUSINESSES PENDING STUDY AND THE PREPARATION OF AN UPDATE TO THE CITY'S MUNICIPAL CODE AND ZONING CODE AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

WHEREAS, pursuant to Cal. Const. Art. XI, Sec. 7 and under the City's general police powers, the City of Stanton ("City") is empowered and charged with responsibility for the health, safety, and welfare of its citizens; and

WHEREAS, the City protects the health, safety, and welfare of the community through numerous avenues, including by establishing and enforcing zoning, licensing and health and safety regulations on specified commercial activities; and

WHEREAS, such regulations include Chapter 5.16 of the Stanton Municipal Code ("SMC"), which contains licensing requirements and operational standards for massage establishments in the City; and

WHEREAS, among other things, SMC Chapter 5.16: (1) prohibits operating a massage establishment without a City-issued license; (2) requires all massage technicians to be licensed by the California Massage Therapy Council; (3) contains mandatory operational requirements for massage establishments (e.g., permissible hours of operation, sanitation requirements, required signage etc.); (4) authorizes City personnel and law enforcement to inspect massage establishments (to ensure compliance with the SMC Chapter 5.16 and ensure the business is operating in a safe and sanitary manner); and (5) allows the City to revoke a massage establishment license in specified circumstances, including if the establishment violates the City's safety/sanitation requirements, employs unlicensed massage technicians and/or illicit sexual activity occurs on the premises; and

WHEREAS, collectively, the regulations provided in SMC Chapter 5.16 serve to: (1) ensure that massage establishments in the City operate in an orderly, safe, and sanitary manner; and (2) prevent massage establishments from being used as fronts for illegal activities, including prostitution and human trafficking; and

WHEREAS, despite the above regulatory framework, in recent years, the City has continued to experience issues related to illicit sexual activity and suspected human trafficking at business offering massage services; and

WHEREAS, it has come to the City's attention that some businesses regulated by and licensed under the SMC as "personal service" uses¹ are offering patrons massage

¹ The SMC generally defines "personal service" uses as those that provide "nonmedical services to individuals." (SMC, § 20.700.120).

services despite not having a City-issued massage establishment license. For example, some businesses within the City that were only licensed for personal service uses such as facials or body waxing have also unlawfully provided massage services without a required conditional use permit; and

WHEREAS, moreover, recently, undercover operations by the Orange County Sheriff's Department indicated that a spa licensed to provide facials, waxing and other skin care uses—and whose business license specifically prohibited massage services—was nonetheless offering patrons massage services and employing massage technicians who engaged in alleged illicit sexual activity in violation of State laws relating to prostitution; and

WHEREAS, in the past, the City has also experienced nuisance issues (including illicit sexual activity) at businesses offering acupuncture and acupressure services—both of which fall within the ambit of the SMC's "medical services – office" use; and

WHEREAS, medical office and personal service uses are subject to the City's traditional business license regulations provided in SMC Chapter 5.04; and

WHEREAS, research by City staff indicates that Chapter 5.04, as well as other areas of the SMC, appears to be in need of an update to more specifically address issues associated with businesses licensed for certain medical office and personal service uses offering unauthorized massage services and/or employing individuals who engage in illicit sexual activity on the premises; and

WHEREAS, SMC Section 20.700.120 lists various examples of "personal service" uses. Of the uses listed, the following involve the potential for ongoing, close—and at times direct—physical contact in a private setting (e.g., a partitioned area or a back room) between employees and patrons: (1) barber and beauty shops, which SMC Section 20.700.120 suggests may include "accessory massage" services; (2) nail salons, which SMC Section 20.700.120 suggests may also include "accessory massage" services; (3) tanning salons, where patrons may be fully disrobed, depending on the tanning method used and targeted area of the body; (4) spas and hot tubs for hourly rental, where patrons may be fully disrobed before and/or during the activity; and (5) tattoo parlors and body piercing studios, where patrons may be fully disrobed depending on the area of the body receiving the piercing or tattoo. Businesses offering body waxing services can likewise involve close and direct physical contact between employees and patrons in a private setting—with the potential for patrons to be fully disrobed, depending on the anatomical area waxed; and

WHEREAS, as noted above, a number of businesses in the City that operate as "day spas" or other type of beauty care businesses within the City have apparently provided unauthorized massage services or engaged in illegal actions at their premises; and

WHEREAS, businesses that perform unauthorized massage services pose significant potential impacts to the health, safety and welfare of the community. Among other

things, these impacts include the potential for: (1) injury to patrons stemming from the employment of unlicensed massage technicians; (2) injury to patrons and/or employees stemming from the lack of appropriate sanitation and safety standards; (3) increased opportunities for prostitution activity and human trafficking by virtue of the secretive nature associated with offering unauthorized and undisclosed (to the City or law enforcement) massage services; and (4) the lack of a current regulatory platform enabling the City to promptly revoke the business license for a business performing unauthorized massage services; and

WHEREAS, per Government Code Sections 36937 and 65858, the City Council may adopt an interim urgency ordinance to protect the public safety, health, and welfare from an event, occurrence, or set of circumstances; and

WHEREAS, City staff requires time to further gather data about the adverse impacts of specified medical office and personal service uses engaging in unauthorized massage activities and to research, study, and consider ways to possibly amend the City's regulatory process and the Stanton Municipal and Zoning Codes to protect the public health and safety and reduce potential illegalities occurring at these businesses; and

WHEREAS, City staff, the Sheriff's Department, and the City Attorney's office are also conducting research into the possible and likely impacts of further regulating these uses in order to mitigate potential adverse impacts; and

WHEREAS, as a result, the City Council desires to institute a 45 day moratorium to allow staff and the City Council the opportunity to research and select the best course of action for the City's citizens and the community at large.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The City Council finds that this Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, section 15061(b)(3) that this interim urgency ordinance is nonetheless exempt from the requirements of CEQA. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3. The City Council hereby enacts this interim urgency ordinance under section 65858, subdivision (a), of the California Government Code, which allows the City to adopt an interim urgency ordinance by not less than a four-fifths vote, to protect the public safety, health, and welfare by prohibiting any use that may be in conflict with

a zoning proposal that the city council, planning commission, or department of the city is considering or studying or intends to study within a reasonable time. The purpose of this ordinance is to maintain the status quo while the City evaluates whether and how to regulate the subject uses.

SECTION 4. The City Council hereby directs and orders as follows:

1. During the time that this urgency ordinance is in effect, no new medical office or personal service business may be established in the City if it qualifies as one or more of the following uses: (a) barber shop; (b) beauty salon; (c) nail salon; (d) tanning salon; (e) salon, studio, or spa offering nonmedical skin or facial care; (f) salon, studio or spa providing services involving eyelash extensions and/or eyebrow waxing, threading, or tattooing; (g) a business whose primary service involves providing patrons with access to on-site spas or hot tubs; (h) a tattoo (including, but not limited to, henna) or body piercing studio; (i) a business providing acupuncture and/or acupressure services; and (j) any use similar to the preceding (a) – (i), as determined by the City’s Community Development Director.
2. During the time that this urgency ordinance is in effect, the City shall not approve or issue any use permit, license, variance, building permit, business license, or other applicable entitlement, license, permit, or approval for the establishment of any business establishment listed in subsections (1)(a)-(j) above, or the enlargement of any such existing business, within the City.

SECTION 5. The City will continue to accept and process applications for uses prohibited by this moratorium if so required by State law. Any application received and processed during the moratorium shall be processed at the applicant’s sole cost and risk with the understanding that no permit, license, approval or other entitlement for a use covered by Section 4 above may issue while this moratorium or any extension of it is in effect.

SECTION 6. This Ordinance is adopted under the provisions of Government Code Sections 36937 and 65858, and shall take effect immediately upon its passage by a four-fifths vote of the City Council. The City Council finds that businesses performing unauthorized massage services as described herein pose potentially significant and urgent threats to the health, safety and welfare of the community—including, but not limited to, bodily injury to patrons and employees and increased opportunities for prostitution and human trafficking. Consequently, the City Council finds that this ordinance is necessary for the immediate preservation of the public health, safety, and welfare of the community. This Ordinance shall remain in effect for 45 days from its adoption, unless earlier repealed, terminated, or extended.

SECTION 7. No less than 10 days prior to the scheduled expiration of this Ordinance, staff shall issue a report to the City Council on the progress of its study and on determinations for how the City should proceed, insofar as conclusions have been drawn.

SECTION 8. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

PASSED, APPROVED, AND ADOPTED this 14th day of June, 2022.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, do hereby certify that the foregoing Urgency Ordinance No. 1121 was duly introduced and adopted at a regular meeting of the City Council on the 14th day of June 2022, by the following vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON