

TO THE MEMBERS OF THE CITY COUNCIL FOR THE CITY OF STANTON AND TO THE CITY CLERK:

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council for the City of Stanton is hereby called by the Mayor, to be held on November 9, 2021, commencing at 5:00 p.m.

The Agenda for the Special Meeting is attached to this Notice and Call.

Dated: November 4, 2021

s/ Patricia A. Vazquez, City Clerk

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**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](mailto:Pvazquez@StantonCA.gov) with the subject line "PUBLIC COMMENT ITEM #" (*insert the item number relevant to your comment*). Comments received no later than 4:00 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 BY 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**SPECIAL STUDY SESSION AND JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**

**TUESDAY, NOVEMBER 9, 2021**  
**SPECIAL STUDY SESSION - 5:00 P.M.**  
**CLOSED SESSION - 6:00 P.M.**  
**JOINT REGULAR SESSION - 6:30 P.M.**

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

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

**1. CALL TO ORDER STANTON CITY COUNCIL SPECIAL - STUDY SESSION (5:00 PM)**

- 2. ROLL CALL** Council Member Ramirez  
Council Member Van  
Council Member Warren  
Mayor Pro Tem Taylor  
Mayor Shawver

**SPECIAL ORDERS OF THE DAY**

**3. STUDY SESSION - NEW BUSINESS**

**3A. TRANSITION FROM GENERAL LAW CITY TO CHARTER CITY**

At the September 14, 2021, City Council meeting, there was consensus to agendize a discussion regarding transitioning to become a charter city. The City of Stanton is a general law city. This item is to discuss the differences between a general law city and a charter city as well as the process to become a charter city.

**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 report and provide direction to staff.

**4. ADJOURNMENT OF STANTON CITY COUNCIL SPECIAL - STUDY SESSION**

**5. CALL TO ORDER REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING (6:00 PM)**

## 6. 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.*

## 7. CLOSED SESSION

### 7A. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

**Significant exposure to litigation pursuant to Government Code Section 54956.9 (d) (2)**

Number of Potential Cases: 2

### 7B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR (Pursuant to Government Code Section 54956.8)

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)  
8840 Tina Way, Anaheim, CA (APN 126-481-02)  
8850 Tina Way, Anaheim, CA (APN 126-481-03)  
8860 Tina Way, Anaheim, CA (APN 126-481-04)  
8870 Tina Way, Anaheim, CA (APN 126-481-05)  
8880 Tina Way, Anaheim, CA (APN 126-481-06)  
8890 Tina Way, Anaheim, CA (APN 126-481-07)  
8900 Tina Way, Anaheim, CA (APN 126-481-08)  
8910 Tina Way, Anaheim, CA (APN 126-481-09)  
8920 Tina Way, Anaheim, CA (APN 126-481-10)  
8930 Tina Way, Anaheim, CA (APN 126-481-11)  
8940 Tina Way, Anaheim, CA (APN 126-481-12)  
8950 Tina Way, Anaheim, CA (APN 126-481-13)  
8960 Tina Way, Anaheim, CA (APN 126-481-14)  
8970 Tina Way, Anaheim, CA (APN 126-481-15)  
8841 Pacific Avenue, Anaheim, CA (APN 126-481-29)  
8851 Pacific Avenue, Anaheim, CA (APN 126-481-28)  
8861 Pacific Avenue, Anaheim, CA (APN 126-481-27)  
8870 Pacific Avenue, Anaheim, CA (APN 126-482-05)  
8871 Pacific Avenue, Anaheim, CA (APN 126-481-26)  
8880 Pacific Avenue, Anaheim, CA (APN 126-482-06)  
8881 Pacific Avenue, Anaheim, CA (APN 126-481-25)  
8890 Pacific Avenue, Anaheim, CA (APN 126-482-07)  
8891 Pacific Avenue, Anaheim, CA (APN 126-481-24)  
8900 Pacific Avenue, Anaheim, CA (APN 126-482-08)  
8901 Pacific Avenue, Anaheim, CA (APN 126-481-23)  
8910 Pacific Avenue, Anaheim, CA (APN 126-482-09)

8911 Pacific Avenue, Anaheim, CA (APN 126-481-22)  
8920 Pacific Avenue, Anaheim, CA (APN 126-482-10)  
8921 Pacific Avenue, Anaheim, CA (APN 126-481-21)  
8930 Pacific Avenue, Anaheim, CA (APN 126-482-11)  
8931 Pacific Avenue, Anaheim, CA (APN 126-481-20)  
8940 Pacific Avenue, Anaheim, CA (APN 126-482-12)  
8941 Pacific Avenue, Anaheim, CA (APN 126-481-19)  
8950 Pacific Avenue, Anaheim, CA (APN 126-482-13)  
8951 Pacific Avenue, Anaheim, CA (APN 126-481-18)  
8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)  
8961 Pacific Avenue, Anaheim, CA (APN 126-481-17)  
8970 Pacific Avenue, Anaheim, CA (APN 126-482-15)  
8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

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

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

**7C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
**Existing litigation pursuant to Government Code section 54956.9(d)(1)**  
**Number of cases: 1**

Mars Olsen, Duane Denny Elizondo and Douglas Dionne vs. City of Stanton, Orange County Superior Court Case Number: 30-2020-01169774-CU-CR-CXC

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

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

**10. PLEDGE OF ALLEGIANCE**

**11. SPECIAL PRESENTATIONS AND AWARDS**

- A. Presentation of Certificates of Recognition honoring Orange County Sheriff's Department 2021 Medal of Valor recipients.
- B. Presentation of Certificates of Recognition to the 2021 Citizen's Academy participants for completion of the four-week community and leadership development program.

**12. 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**

**12A. 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.

**12B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated October 8, 2021 – October 21, 2021, in the amount of \$1,584,549.74.

## **12C. SEPTEMBER 2021 INVESTMENT REPORT**

The Investment Report as of September 30, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

### **RECOMMENDED ACTION:**

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

## **12D. SEPTEMBER 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of September 30, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

### **RECOMMENDED ACTION:**

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

## **12E. SEPTEMBER 2021 GENERAL FUND REVENUE AND EXPENDITURE REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM**

The Revenue and Expenditure Report for the month ended September 30, 2021, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of September 30, 2021.

### **RECOMMENDED ACTION:**

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

2. Receive and file the General Fund and Housing Authority Fund's September 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended September 30, 2021.

#### **12F. JOINT POWERS AGREEMENT FOR THE PUBLIC CABLE TELEVISION AUTHORITY**

Consideration of the second amended and stated Joint Powers Agreement (JPA) with the Cities of Fountain Valley and Westminster for the continuance of the Public Cable Television Authority (PCTA).

##### **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. Authorize the Mayor to execute the Public Cable Television Authority Second Amended and Restated Joint Powers Agreement.

#### **12G. APPROVAL OF 2022 LEGISLATIVE PLATFORM**

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

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

1. City Council declare that the project is not subject to the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopt the 2021 Legislative Platform; and
3. Authorize the Mayor and City Manager to provide support or opposition for legislation in compliance with the Legislative Platform.

**12H. FIRST AND SECOND AMENDMENTS TO THE TO LOAN NOTE AND DEED OF TRUST AGREEMENT FOR THE PROPERTY LOCATED AT 10634 RAMBLEWOOD DRIVE**

A first amendment was processed but not presented to the Council for certification. This action will certify the past amendment. The Second Amendment will continue the repayment process and will remove the expiration of the agreement and maintain the requirement for repayment at the time of sale or refinance.

**RECOMMENDED ACTION:**

1. City Council find this item is not subject to California Environmental Quality Act ("CEQA") State CEQA Guidelines Section 1578(b)(5) Organizational or administrative activities of governments that will not result in direct or indirect physical changed in the environment; and
2. Certify the First Amendment and approve the Second Amendment to the Loan Note and Deed of Trust Agreement to extend the loan term.

**12I. AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES WITH CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING SERVICES**

Request authorization to allow the City Manager to amend the Agreement with Charles Abbot Associates, Inc., to extend the existing contract from November 13, 2021 through February 20, 2022.

**RECOMMENDED ACTION:**

1. City Council declare the action not a project as defined by the California Environmental Quality Act ("CEQA") and will have no result direct or indirect to physical changes in the environment; and
2. Approve the Amendment to the Agreement with Charles Abbott Associates, Inc.

## **12J. PROFESSIONAL SERVICES AGREEMENT FOR SPLASH PAD MAINTENANCE**

The existing splash pad maintenance service agreement with Service First expires December 1, 2021. City staff released a "Request for Proposal" (RFP) soliciting proposals to provide professional, splash pad maintenance services and optional, as-needed repair services. Two firms provided proposals: California Waters and Service First. California Waters provided a superior proposal and their annual maintenance fee of \$12,960 is approximately half of what Service First charges annually. The RFP also requested as-needed, repair work service rates on a time and materials basis. Therefore, to provide for an allowance for as-needed repair work and replacement of wearable items in the amount of \$7,040 per year, City staff recommends entering into a one (1) year agreement with two (2) optional one-year extensions with California Waters in an amount not to exceed \$20,000 per year, excluding CPI adjustments as provided for in the draft agreement. The total cost to the City will be dependent on the tasks needed during the life of the agreement.

### **RECOMMENDED ACTION:**

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a "project" as defined by section 15378 of the CEQA guidelines; and
2. Award a contract to California Waters to provide professional splash pad maintenance and repair services for a maximum contract amount of \$20,000 annually, excluding CPI adjustments as provided for in the draft Professional Services Agreement; and
3. Authorize the City Manager, with the concurrence of the City Attorney, to make minor modifications to the Professional Services Agreement and to bind the City of Stanton.

**END OF CONSENT CALENDAR**

**13. PUBLIC HEARINGS**                      **None.**

**14. UNFINISHED BUSINESS**

**14A. APPROVAL OF ORDINANCE NO. 1113**

This Ordinance was introduced at the regular City Council meeting of October 26, 2021.

**RECOMMENDED ACTION:**

1. City Clerk read the title of Ordinance No. 1113, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 10.08.010 OF THE STANTON MUNICIPAL CODE AUTHORIZING ANGLED PARKING ON ALL ROADWAYS WITH CONDITIONS OF IMPLEMENTATION, SPECIFICALLY AUTHORIZING ANGLED PARKING ON VILLAGE CENTER DRIVE FROM THE SOUTHERLY CITY LIMIT TO BEACH BOULEVARD, AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT”;** and

2. City Council adopt Ordinance No. 1113.

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

**15. NEW BUSINESS**                      **None.**

## **16. 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.

## **17. WRITTEN COMMUNICATIONS                      None.**

## **18. MAYOR/CHAIRMAN COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS**

### **18A. 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.

### **18B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING**

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

### **18C. 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.

**18D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE CREATION OF AN 800 HOTLINE TO ASSIST IN REPORTING CRIMINAL ACTIVITY WITHIN THE CITY**

At the October 26, 2021, City Council meeting, Mayor Pro Tem Taylor requested that this item be agendaized for discussion. Mayor Pro Tem Taylor is requesting to discuss the creation of an 800 hotline to assist in reporting criminal activity within the City.

**RECOMMENDED ACTION:**

City Council provide direction to staff.

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

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

**20A. ORANGE COUNTY FIRE AUTHORITY**

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

**21. 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 4<sup>th</sup> day of November, 2021.

s/ Patricia A. Vazquez, City Clerk/Secretary

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# Item: 12B

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

## CITY OF STANTON ACCOUNTS PAYABLE REGISTER

October 8, 2021 - October 21, 2021

Electronic Transaction Nos.	1613-1634	\$	1,119,307.79
Check Nos.	134363-134415	\$	465,241.95

TOTAL	\$	1,584,549.74
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Demands listed on the attached registers  
conform to the City of Stanton Annual  
Budget as approved by the City Council.

  
\_\_\_\_\_  
City Manager

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

  
\_\_\_\_\_  
Finance Director

## Accounts Payable

## Checks by Date - Detail by Check Number

User: mbannigan  
 Printed: 10/26/2021 8:15 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1613	JEN14424 PPE 9/11/2021	ANA JENSEN Wage Garnishment PPE 9/11/2021	10/08/2021	200.00
Total for Check Number 1613:				200.00
1614	PUB15477 PPE 9/25/2021	PUBLIC AGENCY RISK SHARING AUT. PARS-PPE 9/25/2021	10/08/2021	1,011.89
Total for Check Number 1614:				1,011.89
1615	MET12565 Oct-21 Oct-21	METLIFE SBC October 21 Metlife Dental-City Share October 21 Metlife Dental-Employee Share	10/08/2021	67.56 29.58
Total for Check Number 1615:				97.14
1616	TIM14834 39	TIM SHAW & ASSOCIATES Regional CBO-Sept 2021	10/08/2021	562.50
Total for Check Number 1616:				562.50
1617	SED15718 2021-00956133	SEDGWICK CLAIMS MANAGEMENT S Claims Funding for Payments Issued	10/08/2021	300.00
Total for Check Number 1617:				300.00
1618	OCA2137 SH 60199 SH 60199 SH 60199	COUNTY OF ORANGE TREASURER- T Sheriff Contract Services Oct-2021 Sheriff Contract Services Oct 2021 0.25% Early Payment Discount	10/08/2021	293,810.24 719,328.52 -2,532.85
Total for Check Number 1618:				1,010,605.91
1619	CAS680 PPE 9/30/2021 PPE 9/30/2021 PPE 9/30/2021 PPE 9/30/2021 PPE 9/30/2021 PPE 9/30/2021 PPE 9/30/2021 PPE 9/30/2021 PPE 9/30/2021	CA ST PERS 103 PERS-Survivor New T3 PPE 9/30/2021 PERS-City's Share Classic T2 PPE 9/30/2021 PERS-Employee Classic T2 PPE 9/30/2021 PERS-Survivor (Employee) T1 PPE 9/30/2021 PERS-Survivor Classic T2 PPE 9/30/2021 PERS-Employee's Share T1 PPE 9/30/2021 PERS-City's Share New T3 PPE 9/30/2021 PERS-Employee New T3 PPE 9/30/2021 PERS-City's Share T1 PPE 9/30/2021	10/13/2021	23.25 2,926.53 2,368.27 9.30 5.58 1,933.81 5,011.05 4,456.46 3,005.70
Total for Check Number 1619:				19,739.95
1620	REC16138 23733 23776 23894 23994	RECTRAC REFUNDS Refund Tusnee Bodora for Park Shelter Deposit Refund Tusnee Bodora for Park Shelter Deposit Refund Alan Flores for Park Shelter Deposit on 1 Refund Brenda Flores for Park Shelter Deposit o	10/13/2021	150.00 150.00 100.00 100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1620:	500.00
1621	GOL1321 October 13	GOLDEN STATE WATER COMPANY Jul 21-Sep 21 Water Services Park September 22	10/14/2021	140.83
			Total for Check Number 1621:	140.83
1622	EDD1067 10/09/2021 10/09/2021	EDD State Tax Withholding State Unemployment	10/14/2021	5,588.26 153.82
			Total for Check Number 1622:	5,742.08
1623	INT1569 10/09/2021 10/09/2021 10/09/2021	INTERNAL REVENUE SERVICE (FD) Federal Tax Withholding (MC) Medicare-Employee Share (ME) Medicare-City Share	10/15/2021	15,742.32 2,108.58 2,108.58
			Total for Check Number 1623:	19,959.48
1624	RYD15391 384345	RYDIN New 2022/2023 Parking Permits	10/15/2021	2,712.03
			Total for Check Number 1624:	2,712.03
1625	CHR15117 12	THE CHRYSALIS CENTER Anaheim CBO-Jun 2021	10/15/2021	2,500.00
			Total for Check Number 1625:	2,500.00
1626	OCA2137 SH 60177	COUNTY OF ORANGE TREASURER- T. AFIS (Fingerprinting) October 2021	10/15/2021	1,529.00
			Total for Check Number 1626:	1,529.00
1627	VSP13387 813280547 813280547 813280547 813280547	VISION SERVICE PLAN - (CA) October 2021 Health Ins-Adjustment Joseph Am October 2021 Health Ins-Employee VSP October 2021 Health Ins-Employer VSP October 2021 Health Ins-Adjustment Joseph Am	10/15/2021	1.97 55.88 464.36 14.64
			Total for Check Number 1627:	536.85
1628	APP15086 F46E586-0035	APPLEDORE, INC Regional CBO-Data Integration:Outreach Grid 4	10/15/2021	18,267.00
			Total for Check Number 1628:	18,267.00
1629	GOL1321 October 15	GOLDEN STATE WATER COMPANY Jul 23-Sep 23 Water Services Median September	10/18/2021	620.98
			Total for Check Number 1629:	620.98
1630	GOL1321 October 18 October 18 October 18 October 18	GOLDEN STATE WATER COMPANY Jul 26-Sep 24 Water Services Park September 27 Jul 26-Sep 24 Water Services Building September Jul 26-Sep 24 Water Services Park September 27 Jul 26-Sep 24 Water Services Median September	10/19/2021	527.83 333.39 1,570.37 1,698.99
			Total for Check Number 1630:	4,130.58
1631	REC16138	RECTRAC REFUNDS	10/19/2021	

**ATTACHMENT A**  
**Page 3 of 8**

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	23856	Refund Kaylee Scott for Park Shelter Deposit for		150.00
	23886	Refund Kyli Rael for Park Shelter Deposit on 10		150.00
	24158	Refund Tysean Green for Park Shelter Deposit for		100.00
	24176	Refund Esther Cisneros for Park Shelter Deposit		150.00
	24281	Refund Daniel Turner for Park Shelter Deposit on		150.00
		Total for Check Number 1631:		700.00
1632	REC16138	RECTRAC REFUNDS	10/20/2021	
	24239	Refund Janet Khuu for cancelled After School A		45.00
		Total for Check Number 1632:		45.00
1633	CAS680	CA ST PERS 103	10/20/2021	
	PPE 10/09/2021	PERS-Survivor Classic T2 PPE 10/09/21		5.58
	PPE 10/09/2021	PERS-Survivor New T3 PPE 10/09/21		24.18
	PPE 10/09/2021	PERS-Employee's Share T1 PPE 10/09/21		1,932.65
	PPE 10/09/2021	PERS-City's Share Classic T2 PPE 10/09/21		2,932.34
	PPE 10/09/2021	PERS-Employee Classic T2 PPE 10/09/21		2,372.98
	PPE 10/09/2021	PERS-City's Share T1 PPE 10/09/21		3,003.89
	PPE 10/09/2021	PERS-City's Share New T3 PPE 10/09/21		5,207.01
	PPE 10/09/2021	PERS-Employee New T3 PPE 10/09/21		4,630.74
	PPE 10/09/2021	PERS-Survivor (Employee) T1 PPE 10/09/21		9.30
		Total for Check Number 1633:		20,118.67
1634	GOL1321	GOLDEN STATE WATER COMPANY	10/21/2021	
	October 20	Jul 28-Sep 28 Water Services Housing Authority		7,206.26
	October 20	Jul 26-Sep 27 Water Services Building September		468.47
	October 20	Jul 28-Sep 28 Water Services Park September 29		1,613.17
		Total for Check Number 1634:		9,287.90
134363	AMR12091	AMERICAN SOCIETY OF CIVIL ENGIN	10/21/2021	
	1044971729	Membership for Joe Ames		300.00
		Total for Check Number 134363:		300.00
134364	ANA16042	ANAHEIM GLASS INC	10/21/2021	
	1024684	Glass to repair broken window at City Hall		1,089.28
		Total for Check Number 134364:		1,089.28
134365	ATT377	AT&T	10/21/2021	
	10/12/2021	Cerritos/Dale-Sept 714-826-1129		23.40
	10/12/2021	Cerritos/Knott-Sept 714-236-0402		23.40
	10/12/2021	Cerritos/Magnolia-Sept 714-826-1762		23.40
		Total for Check Number 134365:		70.20
134366	ATL16020	ATLAS PLANNING SOLUTIONS	10/21/2021	
	1290	SEP-21/Local Hazard Mitigation Plan Prep		6,286.00
		Total for Check Number 134366:		6,286.00
134367	BEA14942	BEAR ELECTRICAL SOLUTIONS, INC	10/21/2021	
	13934	Traffic Signal Response-Sept		4,833.49
	13935	Maintenance Service-Sept		1,045.00
		Total for Check Number 134367:		5,878.49
134368	BOY13501	BOYS & GIRLS CLUBS OF GARDEN GI	10/21/2021	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1957A	Contractual Services (FaCT) Invoice for Boys &		4,698.98
		Total for Check Number 134368:		4,698.98
134369	C3O13388 138254	C3 TECHNOLOGY SERVICES CS/Eng Sharp Copier/Toner/Maintenance 8/9/21	10/21/2021	438.37
		Total for Check Number 134369:		438.37
134370	CHA735 63154	CHARLES ABBOTT ASSOCIATES, INC Inspection Services SEP-21/Bldg/Safety	10/21/2021	17,641.89
		Total for Check Number 134370:		17,641.89
134371	CLI15829 3024738	CLIFTONLARSONALLEN LLP Interim billing for City's annual audit	10/21/2021	700.00
		Total for Check Number 134371:		700.00
134372	CON13243 74853	CONTINENTAL CHEMICAL & SANITA Janitorial Supplies	10/21/2021	1,114.60
		Total for Check Number 134372:		1,114.60
134373	FIR1181 82101585	CORELOGIC SOLUTIONS, LLC SEPTEMBER-21/Geographic Package-Realques	10/21/2021	315.00
		Total for Check Number 134373:		315.00
134374	DOM1014 166265	DOMEN LAWNMOWER Supplies for City repairs	10/21/2021	135.72
		Total for Check Number 134374:		135.72
134375	BES1065 16245	ECS IMAGING INC Annual Support/Consulting for Laserfiche	10/21/2021	4,294.00
		Total for Check Number 134375:		4,294.00
134376	EMP1089 12178	EMPIRE PIPE CLEANING AND EQUIP Catch Basin Cleaning and Hotspot cleaning	10/21/2021	2,212.50
		Total for Check Number 134376:		2,212.50
134377	FER14172 19	FERNWOOD MOBILE HOME PARK Lease Agreement for property along Stanton Cer	10/21/2021	2,575.00
		Total for Check Number 134377:		2,575.00
134378	FRI13695 FY2122-02	FRIENDLY CENTER, INC Contractual Services (FaCT) Invoice for Friendly	10/21/2021	4,205.97
		Total for Check Number 134378:		4,205.97
134379	FRO13927 10/12/21	FRONTIER City Hall frame relay port Oct	10/21/2021	70.39
		Total for Check Number 134379:		70.39
134380	GAR16139 ST333540	BLANA GARCIA Initial review result;Citation Dismissed	10/21/2021	57.00

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134380:				57.00
134381	NEO12731 INV-23472	GOVERNMENTJOBS.COM INC. Recruit Module Setup and Training-Year 1	10/21/2021	1,750.00
Total for Check Number 134381:				1,750.00
134382	HAR1416 21-0394 21-0396 21-0397	HARTZOG & CRABILL INC On-Call Traffic Signal Services Ops for Aug Magnolia Ave OCTA Corridor Project Support-A Katella Ave OCTA Corridor Project Support-Aug	10/21/2021	3,092.25 560.00 1,120.00
Total for Check Number 134382:				4,772.25
134383	HDL13965 SIN012019	HDL SOFTWARE, LLC Payment Services/August 2021	10/21/2021	95.97
Total for Check Number 134383:				95.97
134384	HOM1491 3534292 8061477 8160770	HOME DEPOT CREDIT SERVICES New BBQ grill Parts for Sheriff roof Parts for Sheriff roof	10/21/2021	240.29 98.85 50.85
Total for Check Number 134384:				389.99
134385	ICM1540 PPE 10/09/2021	ICMA RETIREMENT TRUST 302393 PPE 10/09/21-ICMA #302393	10/21/2021	3,910.00
Total for Check Number 134385:				3,910.00
134386	INT1579 FY2122-02STN	INTERVAL HOUSE (FaCT) Invoice for Interval House	10/21/2021	1,439.00
Total for Check Number 134386:				1,439.00
134387	HUN12150 STA1FOG12107 STA1FOG12108 STA1MS412107 STA1MS412108	JOHN L. HUNTER & ASSOCIATES, INC FOG-July 2021 FOG-Aug 2021 NPDES-July 2021 NPDES-Aug 2021	10/21/2021	1,522.50 10,300.00 1,779.65 2,016.40
Total for Check Number 134387:				15,618.55
134388	KTG15871 0162841	KTGY GROUP, INC Prep Town Center Specific Plan/Aug 14-Sept 10	10/21/2021	3,615.00
Total for Check Number 134388:				3,615.00
134389	LEG16140 9/27/2021	LEGACY PARTY RENTALS Dance Floor for Halloween Event on 10/30/21	10/21/2021	431.00
Total for Check Number 134389:				431.00
134390	MER12502 643916 643916 644564 644565	MERCHANTS BUILDING MAINTENAN Janitorial Services at FRC for Oct 2021 Janitorial Services at City Hall for Oct 2021 COVID-19 mitigation-Disinfect and sanitation o COVID-19 mitigation-Disinfect and sanitation o	10/21/2021	303.59 1,482.22 552.00 507.00
Total for Check Number 134390:				2,844.81

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
134391	MIN15024 32623	MINUTEMAN PRESS (250) Business Cards/J.Huynh/Administration	10/21/2021	48.89
Total for Check Number 134391:				48.89
134392	NAT2050 31913	NATIONWIDE ENVIRONMENTAL SVC; Sweeper Services for Oct 2021	10/21/2021	11,607.73
Total for Check Number 134392:				11,607.73
134393	OVE2250 2105043	OVERLAND, PACIFIC & CUTLER, LLC MAY-21/Tina-Pacific/Proj Mngmnt-Relocation	10/21/2021	200.00
Total for Check Number 134393:				200.00
134394	PHA16112 2020-502	KAYLYN PHAM VOID/REISSUE/WR#134248/C&D Deposit Re:	10/21/2021	900.00
Total for Check Number 134394:				900.00
134395	MAI13147 N9068039	QUADIENT LEASING USA, INC Postage Meter Lease 07/30/21-10/29/21	10/21/2021	936.59
Total for Check Number 134395:				936.59
134396	QUA15782 2021-09PR 2021-10	QUALITY MANAGEMENT GROUP, INC CM & Maintenance Salaries for Tina Pacific Dev Property Management for Tina Pacific Developn	10/21/2021	8,016.66 6,250.00
Total for Check Number 134396:				14,266.66
134397	RDB16025 OCTOBER-21	RD BANGGALAT CORP Emergency Housing Shelter-Robert Silver	10/21/2021	1,000.00
Total for Check Number 134397:				1,000.00
134398	RED2467 22620 22634	RED BALL HARDWARE Supplies need for repairs in the city for Sept Supplies need for repairs in the city for Sept	10/21/2021	52.49 89.64
Total for Check Number 134398:				142.13
134399	SCS13184 219823 219823A 221546 221549	S.C. SIGNS & SUPPLIES LLC Street sign-Street names and No Parking signs Street sign-No Parking signs and Overnight Park Street sign-street name Street sign-No Parking signs	10/21/2021	1,774.80 1,348.50 146.54 1,435.50
Total for Check Number 134399:				4,705.34
134400	SCI16021 9592	SCIENTIA CONSULTING GROUP, INC SEP-21/IT Support/Mgmt Svcs/Tech Extra Hour	10/21/2021	3,415.50
Total for Check Number 134400:				3,415.50
134401	SER15072 R2110704 R2110704	SERVICE FIRST Maintenance on SCP splash pad-Nov Maintenance on Dotson splash pad-Nov	10/21/2021	925.00 925.00
Total for Check Number 134401:				1,850.00
134402	SOC2734 10/04/21	SO CAL EDISON Electric Service-Signals Sept	10/21/2021	1,069.06

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10/04/21	Electric Service-SCP Sept		3,966.30
	10/04/21	Stanton District Light Sept		10,300.69
	10/12/21	Electric Service-Parks Sept		1,539.01
	10/12/21	Electric Service-Signals Sept		66.40
	10/12/21	Electric Service-Building Sept		3,092.49
			Total for Check Number 134402:	20,033.95
134403	GAS1282	SOCALGAS	10/21/2021	
	10/04/2021	Gas service-Corp Yard Sept		49.65
	10/04/2021	Gas service-City Hall Sept		94.38
			Total for Check Number 134403:	144.03
134404	BCN14064	SOLEX - FUSION	10/21/2021	
	132114983	Aug-21/LAN Lines for City Hall/FRC/Corp Yard		1,304.20
			Total for Check Number 134404:	1,304.20
134405	SPA15432	SPARKLETTS	10/21/2021	
	4096775 100821	OCT-21/Breakroom Water Delivery		131.22
			Total for Check Number 134405:	131.22
134406	SPE14381	SPECTRUM	10/21/2021	
	0012363100121	OCT-21/Spectrum TV		97.92
			Total for Check Number 134406:	97.92
134407	SPE14885	SPECTRUM FIRE PROTECTION	10/21/2021	
	24828	Fire extinguisher inspection (48 extinguishers) at		1,200.31
			Total for Check Number 134407:	1,200.31
134408	SPE15087	SPECTRUM SPECIALTIES & AWARDS	10/21/2021	
	33179	Stanton Special Dept-Public Safety Equipment 0		436.39
			Total for Check Number 134408:	436.39
134409	STA2817	STAPLES BUSINESS CREDIT	10/21/2021	
	1637984682	Supplies/Building Maintenance		169.74
	1637984682	Office Supplies/Comm Svcs		388.70
	1637984682	Office Supplies/Council		34.86
	1637984682	Office Supplies/City Clerk		49.56
	1637984682	Office Supplies/Public Safety		28.58
			Total for Check Number 134409:	671.44
134410	THE16137	THE RELATED COMPANIES OF CALIF	10/21/2021	
	TinaPacific PH1	Tina Pacific Phase I/DDA Reimbursement		153,750.00
	TinaPacific PH2	Tina Pacific Phase II/DDA Reimbursement		153,750.00
			Total for Check Number 134410:	307,500.00
134411	TOW14437	TOWNSEND PUBLIC AFFAIRS, INC	10/21/2021	
	17612	OCT-2021/Public Advocacy/Consulting Svcs		4,000.00
			Total for Check Number 134411:	4,000.00
134412	TRU13167	TRULY NOLEN OF AMERICA INC	10/21/2021	
	650175182	Monthly pest spraying for Oct 21		165.00

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134412:				165.00
134413	TUR2970	TURBO DATA SYSTEMS INC	10/21/2021	
	35984	SEPTEMBER-21/Parking Citation Processing		1,486.81
	35985	SEPTEMBER-21/Admin Citation Processing		298.90
Total for Check Number 134413:				1,785.71
134414	ULI13863	ULINE	10/21/2021	
	139110313	Message Center Sign for Harry Dotson Park		770.81
Total for Check Number 134414:				770.81
134415	VIS3077	VISTA PAINT CORP	10/21/2021	
	2021-208111-00	Paint Supplies-Graffiti		935.60
	2021-217403-00	Paint Supplies-Graffiti		20.59
	2021-218622-00	Paint Supplies-Graffiti		21.98
Total for Check Number 134415:				978.17
Report Total (75 checks):				1,584,549.74

**CITY OF STANTON****REPORT TO THE CITY COUNCIL****TO:** Honorable Mayor and Members of the City Council**DATE:** November 9, 2021**SUBJECT: SEPTEMBER 2021 INVESTMENT REPORT****REPORT IN BRIEF:**

The Investment Report as of September 30, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

**RECOMMENDED ACTIONS:**

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

**BACKGROUND:**

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

	<u>Beginning Balance</u>	<u>Net Change</u>	<u>Ending Balance</u>
Cash and Investment Accounts (Pooled-All Funds)	\$ 50,866,611.99	\$ (1,020,535.65)	\$ 49,846,076.34
Cash (Non-Pooled)	4,675,513.58	(130,183.25)	4,545,330.33
Total Cash and Investments	<u>\$ 55,542,125.57</u>	<u>\$ (1,150,718.90)</u>	<u>\$ 54,391,406.67</u>

Between August 31, 2021, and September 30, 2021, the City's total cash and investments decreased by approximately \$1.2 million. During the month of September, the City paid the County of Orange and Orange County Fire Authority for law enforcement services and fire protection services, respectively.

The attached reports summarize the City investments and deposit balances as of September 30, 2021. The City's cash and investment balances by fund type are presented in Attachment A. A summary of the City's investment portfolio is included as Attachment B. The detail of the City's investments by type are shown in Attachment C.

## ANALYSIS:

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

Detailed information regarding the securities contained in the City's investment portfolio is provided in Attachments B and C. As of September 30, 2021, City investments consisted of the following:

	Market Value as of September 30, 2021	Average Interest Rate	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 34,378,641.98	0.21%	68.42%	100.00%	Yes
California Asset Management Program (CAMP)	6,251,476.12	0.05%	12.44%	100.00%	Yes
Negotiable Certificates of Deposit	7,855,459.70	2.50%	15.63%	30.00%	Yes
Municipal Bonds	1,761,248.50	2.25%	3.51%	100.00%	Yes
Total Investments	<u>\$ 50,246,826.30</u>		<u>100.00%</u>		

As of September 30, 2021, the average purchase yield to maturity earned on the City's total investment portfolio was 0.60%, which is above the benchmark LAIF return of 0.21%. The weighted average maturity of the City's was approximately 115 days (approximately 4 months) as of September 30, 2021, which is in compliance with the City's investment policy restriction of 3.5 years.

## FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 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 \$50.2 million portfolio, with \$9.6 million in investments held in a safekeeping account with Bank of the West.

## ENVIRONMENTAL IMPACT :

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION :**

Through the normal agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

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Michelle Bannigan, CPA  
Finance Director

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Jarad L. Hildenbrand  
City Manager

**Attachments:**

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

**CITY OF STANTON  
CASH AND INVESTMENTS REPORT  
MONTH ENDED SEPTEMBER 30, 2021**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 19,229,279.12	\$ 2,180,301.90	\$ (3,193,556.09)	\$ 18,216,024.93
102-111101	General Fund (Transactions & Use Tax)	(218,520.66)	540,629.23	(649,554.49)	(327,445.92)
210-111101	Certified Access Specialists (CASP) Program	44,223.19	577.98	-	44,801.17
211-111101	Gas Tax Fund	903,027.14	90,352.82	(24,219.00)	969,160.96
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	387,883.40	78,333.68	(813.56)	465,403.52
220-111101	Measure M Fund	620,912.60	114,003.35	(1,341.92)	733,574.03
221-111101	Community Development Block Grant-COVID-19 (CDBG-CV) Fund	(127,500.00)	-	-	(127,500.00)
222-111101	Community Development Block Grant (CDBG) Fund	212,799.44	627.53	(1,108.63)	212,318.34
223-111101	Protective Services Fund	-	-	(1,312.50)	(1,312.50)
224-111101	Lighting Maintenance 1919 Act Fund	228,681.52	4,512.87	(10,738.89)	222,455.50
225-111101	Lighting/Median Maintenance 1972 Act Fund	1,163,101.82	3,451.43	(28,306.87)	1,138,246.38
226-111101	Air Quality Improvement Fund	176,945.20	509.13	(351.90)	177,102.43
242-111101	Supplemental Law Enforcement Grant Fund (current)	331,904.28	72,242.36	(13,238.57)	390,908.07
250-111101	Families and Communities Together (FaCT) Grant Fund	(23,602.77)	25,901.93	(21,412.72)	(19,113.56)
251-111101	Senior Transportation Fund	51,302.75	8,281.24	(4,468.11)	55,115.88
255-111101	CalGRIP Grant Fund (Fiscal Year 2014/15)	(626.67)	628.03	(1.36)	-
257-111101	America Rescue Act Plan (ARPA) Fund	4,347,125.87	12,826.52	(41,060.01)	4,318,892.38
261-111101	Street Impact Fees Fund	81,222.12	239.56	(165.58)	81,296.10
262-111101	Traffic Signal Impact Fees Fund	49,573.29	146.21	(101.06)	49,618.44
263-111101	Community Center Impact Fees Fund	155,280.62	457.99	(316.55)	155,422.06
264-111101	Police Services Impact Fees Fund	140,275.27	413.73	(285.96)	140,403.04
271-111101	Public Safety Task Force Fund	-	64.35	(64.35)	-
280-111101	Stanton Central Park Maintenance Fund	(8,852.33)	3,428.33	(8,707.00)	(14,131.00)
285-various	Stanton Housing Authority Fund	12,954,995.18	1,410.00	(44,774.61)	12,911,630.57
305-111101	Capital Projects Fund	278,929.05	-	(512.89)	278,416.16
310-111101	Park and Recreation Facilities Fund	3,477,388.71	10,272.59	(10,472.20)	3,477,189.10
501-111101	Sewer Maintenance Fund	5,229,025.76	16,669.54	(147,817.16)	5,097,878.14
502-111101	Sewer Capital Improvement Fund	47.25	0.09	(0.06)	47.28
602-111101	Workers' Compensation Fund	530,747.26	1,559.82	(1,078.12)	531,228.96
603-111101	Liability Risk Management Fund	126,506.57	362.45	(8,850.52)	118,018.50
604-111101	Employee Benefits Fund	(132,241.88)	118,848.04	(62,057.28)	(75,451.12)
605-111101	Fleet Maintenance Fund	492,179.50	11,038.75	(3,806.46)	499,411.79
801-111101	City Trust Fund	40,183.93	14,537.56	(33,833.52)	20,887.97
901-111101	North Orange County Public Safety Task Force (NOCPTF) Trust Fund	124,415.46	55,180.41	(74,017.13)	105,578.74
<b>Total Pooled Cash and Investments<sup>(1)</sup></b>		<b>\$ 50,866,611.99</b>	<b>\$ 3,367,809.42</b>	<b>\$ (4,388,345.07)</b>	<b>\$ 49,846,076.34</b>
<b>Less: Investments<sup>(1)</sup></b>		<b>\$ (51,035,033.98)</b>	<b>\$ (260.37)</b>	<b>\$ 788,468.05</b>	<b>\$ (50,246,826.30)</b>
<b>Cash - Bank of the West General Checking Account</b>		<b>\$ (168,421.99)</b>	<b>\$ 3,367,549.05</b>	<b>\$ (3,599,877.02)</b>	<b>\$ (400,749.96)</b>

**CITY OF STANTON  
CASH AND INVESTMENTS REPORT  
MONTH ENDED SEPTEMBER 30, 2021**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<b><u>CASH-NON-POOLED</u></b>					
101-111103	Payroll Account	\$ -	\$ 339,076.96	\$ (339,076.96)	\$ -
101-111109	Flexible Spending/AFLAC	6,821.68	-	(765.56)	6,056.12
101-111505	Petty Cash	600.00	-	-	600.00
604-111404	Cash with Fiscal Agent (PARS) <sup>(2)</sup>	4,668,091.90	-	(129,417.69)	4,538,674.21
	<b>Total Cash-Non-Pooled</b>	<b>\$ 4,675,513.58</b>	<b>\$ 339,076.96</b>	<b>\$ (469,260.21)</b>	<b>\$ 4,545,330.33</b>
<b><u>INVESTMENTS</u></b>					
	POOLED ALL FUNDS	\$ 51,035,033.98	\$ 260.37	\$ (788,468.05)	\$ 50,246,826.30
	<b>Total Investments</b> <sup>(3)</sup>	<b>\$ 51,035,033.98</b>	<b>\$ 260.37</b>	<b>\$ (788,468.05)</b>	<b>\$ 50,246,826.30</b>
	<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 55,542,125.57</b>	<b>\$ 3,706,886.38</b>	<b>\$ (4,857,605.28)</b>	<b>\$ 54,391,406.67</b>

**Notes:**

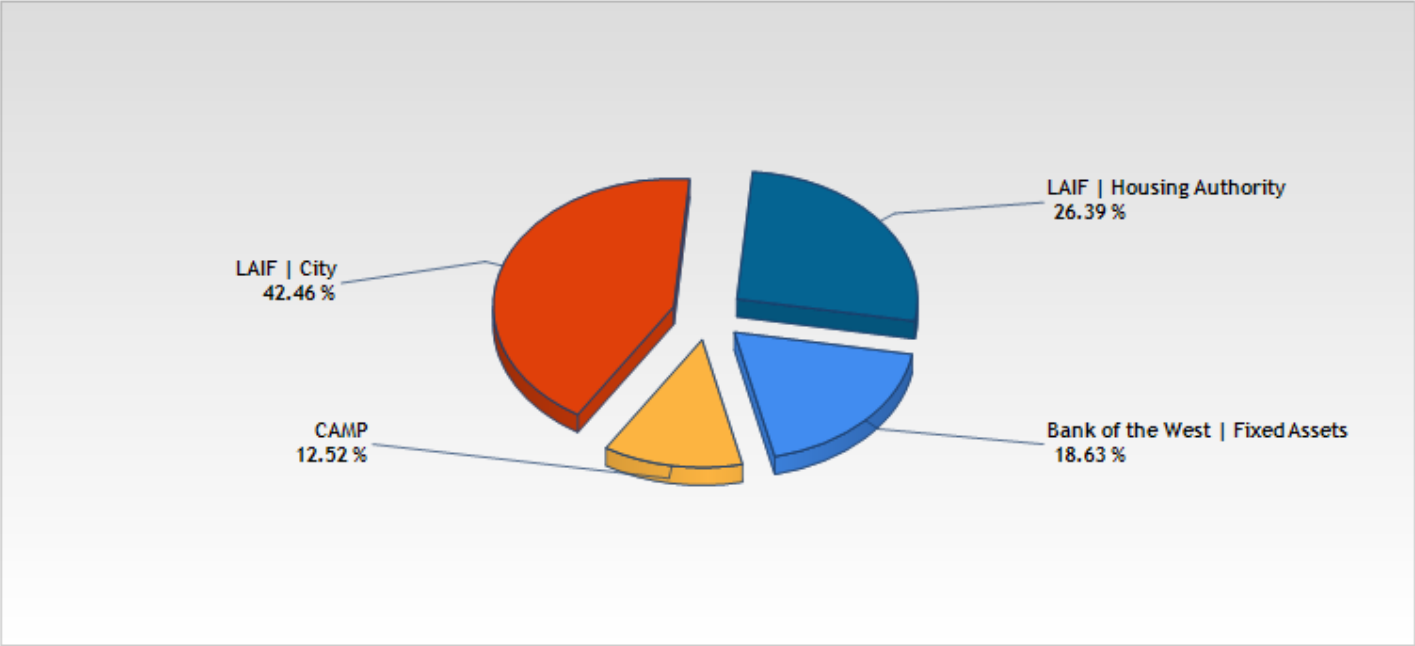
<sup>(1)</sup> - Pooled cash includes: City's Bank of the West general checking and safekeeping accounts, the City's Local Agency Investment Fund (LAIF) account, the Housing Authority's LAIF account, the California Asset Management Program (CAMP) account, and the Public Agency Retirement Services (PARS)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

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

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

City of Stanton  
 Distribution  
 Group By: Portfolio Name  
 Average By: Face Amount/Shares  
 Portfolio / Report Group: All Portfolios  
 As of: 9/30/2021

Portfolio Holdings Distribution by Portfolio Name



Portfolio Name	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
Bank of the West   Fixed Assets	9,303,000.00	2.420	9,319,816.20	614	18.63	9,616,708.20	9,309,189.85	1.64
CAMP	6,251,476.12	0.050	6,251,476.12	1	12.52	6,251,476.12	6,251,476.12	0.00
LAIF   City	21,204,406.19	0.206	21,204,406.19	1	42.46	21,201,727.24	21,204,406.19	0.00
LAIF   Housing Authority	13,178,579.71	0.206	13,178,579.71	1	26.39	13,176,914.74	13,178,579.71	0.00
<b>TOTAL / AVERAGE</b>	<b>49,937,462.02</b>	<b>0.599</b>	<b>49,954,278.22</b>	<b>115</b>	<b>100</b>	<b>50,246,826.30</b>	<b>49,943,651.87</b>	<b>0.31</b>

City of Stanton  
Portfolio Holdings  
Investment Portfolio | by Security Sector  
Report Format: By Transaction  
Group By: Security Sector  
Average By: Face Amount / Shares  
Portfolio / Report Group: All Portfolios  
As of 9/30/2021

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
<b>Certificate Of Deposit</b>											
Allegiance Bank TX 2.65 2/14/2023	01748DBB1	4/11/2019	2.650	249,000.00	249,000.00	249,000.00	257,346.48	2/14/2023	502	289.25	0.50
American Eagle Bank IL 2.1 5/23/2022	02554BCN9	6/9/2017	2.100	150,000.00	150,000.00	150,000.00	151,959.00	5/23/2022	235	60.41	0.30
American Express UT 2.35 8/8/2022	02587DV47	8/8/2017	2.350	247,000.00	247,000.00	247,000.00	251,826.38	8/8/2022	312	842.85	0.49
American Express UT 2.4 8/29/2022	02587CFU9	8/29/2017	2.400	247,000.00	247,000.00	247,000.00	252,263.57	8/29/2022	333	470.99	0.49
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	264,807.50	3/25/2024	907	99.32	0.50
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	262,749.78	5/23/2024	966	126.55	0.50
Capital One Bank VA 2.35 3/15/2022	140420Z52	3/15/2017	2.350	248,000.00	248,000.00	248,000.00	250,571.76	3/15/2022	166	239.51	0.50
Capital One VA 2.3 7/19/2022	14042RGN5	7/19/2017	2.300	247,000.00	247,000.00	247,000.00	251,433.65	7/19/2022	292	1,136.20	0.49
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	262,368.81	5/17/2024	960	230.58	0.50
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	258,407.22	4/28/2023	575	0.00	0.50
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	260,483.88	7/22/2024	1,026	122.79	0.50
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	254,229.60	9/27/2023	727	66.08	0.48
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	258,504.33	8/23/2024	1,058	93.12	0.50
Goldman Sachs Bank NY 2.35 6/21/2022	38148PKX4	6/21/2017	2.350	247,000.00	247,000.00	247,000.00	251,092.79	6/21/2022	264	1,606.18	0.49
Greenstate FCU IA 1.95 2/28/2023	39573LAF5	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	255,093.03	2/28/2023	516	26.61	0.50
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	259,313.52	4/25/2024	938	2,821.92	0.49
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	247,171.12	257,774.76	8/29/2023	698	11.60	0.50
I&C Bank of China, NY 2.15 4/12/2022	45581EAC5	8/15/2019	2.104	247,000.00	247,296.40	247,059.22	249,707.12	4/12/2022	194	261.89	0.49
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	262,182.06	4/26/2024	939	70.95	0.50
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,646.80	262,493.31	6/28/2024	1,002	31.38	0.50
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	259,654.71	8/23/2023	692	124.16	0.50
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	261,197.88	2/7/2024	860	1,128.23	0.49
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	261,197.88	2/7/2024	860	1,128.23	0.49
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,560.25	259,261.29	3/27/2023	543	61.40	0.50
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	256,798.49	8/23/2024	1,058	514.30	0.49
Sallie Mae Bank UT 2.3 8/2/2022	795450B61	8/2/2017	2.300	248,000.00	248,000.00	248,000.00	252,652.48	8/2/2022	306	922.02	0.50
State Bank India NY 2.35 3/14/2022	8562846V1	3/14/2017	2.350	248,000.00	248,000.00	248,000.00	250,556.88	3/14/2022	165	255.47	0.50
Synchrony Bank UT 2.4 5/19/2022	87165EL96	5/19/2017	2.400	247,000.00	247,000.00	247,000.00	250,655.60	5/19/2022	231	2,176.31	0.49

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
TIAA FSB FL 2.1 7/29/2022	87270LCM3	7/29/2019	2.100	247,000.00	247,000.00	247,000.00	251,164.42	7/29/2022	302	895.29	0.49
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,495.67	259,189.76	5/15/2023	592	600.98	0.50
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	258,521.76	8/28/2024	1,063	26.61	0.50
<b>Sub Total / Average Certificate Of Deposit</b>			<b>2.459</b>	<b>7,583,000.00</b>	<b>7,583,291.40</b>	<b>7,582,933.06</b>	<b>7,855,459.70</b>		<b>627</b>	<b>16,441.18</b>	<b>15.18</b>
<b>Local Government Investment Pool</b>											
CAMP LGIP	CAMP3001	2/29/2020	0.050	6,251,476.12	6,251,476.12	6,251,476.12	6,251,476.12	N/A	1		12.52
LAIF   City LGIP	LAIFCITY0895	2/29/2020	0.206	21,204,406.19	21,204,406.19	21,204,406.19	21,201,727.24	N/A	1		42.46
LAIF   Housing Authority LGIP	LAIFHA0004	2/29/2020	0.206	13,178,579.71	13,178,579.71	13,178,579.71	13,176,914.74	N/A	1		26.39
<b>Sub Total / Average Local Government Investment Pool</b>			<b>0.182</b>	<b>40,634,462.02</b>	<b>40,634,462.02</b>	<b>40,634,462.02</b>	<b>40,630,118.10</b>		<b>1</b>	<b>0.00</b>	<b>81.37</b>
<b>Municipal</b>											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,556.24	282,738.50	3/1/2023	517	553.82	0.55
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,669.73	209,665.80	8/1/2024	1,036	628.60	0.41
Riverside Pension CA 2.5 6/1/2022	769036BB9	6/20/2017	2.251	500,000.00	505,800.00	500,783.18	506,915.00	6/1/2022	244	4,131.94	1.00
Riverside Pension CA 2.5 6/1/2022	769036BB9	7/24/2017	2.401	240,000.00	241,080.00	240,148.63	243,319.20	6/1/2022	244	1,983.33	0.48
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	254,552.62	261,852.50	6/1/2024	975	2,272.57	0.50
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,546.39	256,757.50	9/1/2023	701	503.47	0.50
<b>Sub Total / Average Municipal</b>			<b>2.247</b>	<b>1,720,000.00</b>	<b>1,736,524.80</b>	<b>1,726,256.79</b>	<b>1,761,248.50</b>		<b>555</b>	<b>10,073.73</b>	<b>3.44</b>
<b>Total / Average</b>			<b>0.599</b>	<b>49,937,462.02</b>	<b>49,954,278.22</b>	<b>49,943,651.87</b>	<b>50,246,826.30</b>		<b>115</b>	<b>26,514.91</b>	<b>100</b>

# **CITY OF STANTON**

## **REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY**

**TO:** Honorable Chair and Members of the Successor Agency

**DATE:** November 9, 2021

**SUBJECT: SEPTEMBER 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)**

### **REPORT IN BRIEF:**

The Investment Report as of September 30, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

### **RECOMMENDED ACTIONS:**

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

### **BACKGROUND:**

The attached reports summarize the Successor Agency investments and deposit balances as of September 2021. During the month of September, the Successor Agency's total cash and investment balances decreased by approximately \$6,353. The Agency's cash and investment balances by fund are presented in Attachment A. The Agency's investments and deposits are included as Attachment B.

### **ANALYSIS:**

The Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of September 2021 was 0.21%.

The Agency's investments are shown on Attachment B and have a weighted investment yield of 0.21%, which is equal to the benchmark LAIF return of 0.21%, as the entire portfolio (excluding funds held with the bond fiscal agents) represents the Successor Agency's portion of LAIF and Bank of the West funds invested by the City.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments on September 30, 2021, is 1 day. LAIF's average maturity on September 30, 2021, is approximately 321 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 Agency to meet its expenditure requirements for the next six months.

**ENVIRONMENTAL IMPACT:**

None

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Through the agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

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Michelle Bannigan, CPA  
Finance Director

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Jarad L. Hildenbrand  
City Manager

**Attachments:**

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
CASH AND INVESTMENTS REPORT  
MONTH ENDED SEPTEMBER 30, 2021**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<b><u>CASH-POOLED</u></b>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 2,102,414.63	\$ -	\$ (6,366.67)	\$ 2,096,047.96
	<b>Total Cash-Pooled <sup>(1)</sup></b>	<b>\$ 2,102,414.63</b>	<b>\$ -</b>	<b>\$ (6,366.67)</b>	<b>\$ 2,096,047.96</b>
<b><u>CASH-RESTRICTED (with Fiscal Agent)</u></b>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 1,350,543.80	\$ 5.74	\$ -	\$ 1,350,549.54
712-111425	2016 Tax Allocation Bonds, Series C and D	1,825,869.05	7.75	-	1,825,876.80
712-111426	2020 Tax Allocation Refunding Bonds, Series A	0.21	-	-	0.21
	<b>Total Cash-Restricted (with Fiscal Agent)</b>	<b>\$ 3,176,413.06</b>	<b>\$ 13.49</b>	<b>\$ -</b>	<b>\$ 3,176,426.55</b>
	<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 5,278,827.69</b>	<b>\$ 13.49</b>	<b>\$ (6,366.67)</b>	<b>\$ 5,272,474.51</b>

Note:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
INVESTMENTS AND DEPOSITS  
MONTH ENDED SEPTEMBER 30, 2021**

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interest Rate		Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BOW	State of California		On Demand	0.21%	N/A	\$ 2,096,048	\$ 2,096,048	LAIF

**Total Cash Investments and Deposits**

1	0.21%
Weighted Average	Weighted Average
Maturity (days)	Yield

\$ 2,096,048	\$ 2,096,048
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Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2016 Series A and B</b>										
Debt Service:										
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 1,350,548	\$ 1,350,548	\$ 1,350,548	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank
Interest:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2016 Series A and B

\$ 1,350,550 \$ 1,350,550

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
<b>2016 Series C and D</b>										
Debt Service:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 1,825,875	\$ 1,825,875	\$ 1,825,875	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

\$ 1,825,877 \$ 1,825,877

**Total Bond Fund Investments and Deposits (3)**

\$ 3,176,427	\$ 3,176,427
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**TOTAL - ALL CASH AND INVESTMENTS**

\$5,272,475	\$5,272,475
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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:** November 9, 2021

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

### **REPORT IN BRIEF:**

The Revenue and Expenditure Report for the month ended September 30, 2021, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of September 30, 2021.

### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund's September 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended September 30, 2021.

### **ANALYSIS:**

#### *General Fund Revenue and Expenditure Reports*

Attachments A and B summarize the General Fund's revenue and expenditure activity through September 30, 2021. The reports include information for the month of September, on a year-to-date basis through September, 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 September ) is included as well.

As of September 30, total General Fund revenues received to date was approximately \$2.5 million represents 10% of the Fiscal Year 2021/22 budgeted amount and is

approximately \$117,000 (4%) lower than the revenues collected for the same period last year (Attachment A, page 2). The primary reason for the increase is because the City issued building permits for the Brookfield residential project in July 2020.

Total General Fund expenditures were approximately \$6.1 million through September 30, which represents 23% of the 2021/22 projected expenditures and is approximately \$271,000 (5%) higher than the expenditures incurred for the same period last year (Attachment B, page 2). The primary reason for the increase is due to law enforcement contract costs were 7% higher and fire protection services contact costs were 5% higher than the same period last year.

### *Housing Authority Revenue and Expenditure Reports*

Attachment D summarizes the Housing Authority Fund's revenue and expenditure activity through September 30, 2021. The report includes information for the activity during the month of September, information on a year-to-date basis through September, 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 September ) is included as well.

As of September 30, total Housing Authority Fund revenues received to date was approximately \$9,500, which represents 1% of the Fiscal Year 2021/22 budgeted amount and is approximately \$128,000 (93%) less than the revenue collected through the same period last year. In September 2020, the City's property management company, Quality Management Group, began collecting rents for the Tina/Pacific properties. These rents are forwarded to the City quarterly. Therefore, the Fiscal Year 2020/21 revenue includes rental income received in the months of July and September whereas the Fiscal Year 2021/22 revenue does not include any rental income.

Total Housing Authority Fund expenditures were approximately \$112,000 through September 30, which represents 3% of the 2021/22 projected expenditures and is approximately \$14,000 (11%) lower than the expenditures incurred for the same period last year. The primary reason for the decrease is the City paid more in relocation services costs to Overland Pacific in the prior fiscal year whereas the relocation services costs incurred during Fiscal Year 2021/22 have been primarily for providing short-term housing to homeless individuals.

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

The Fiscal Year 2021/22 CIP budget includes \$3.3 million from the Fiscal Year 2021/22 Adopted Budget and \$822,843 in carryover funding from Fiscal Year 2020/21, for a total amended budget of \$4.2 million as of September 30, 2021. As of September 30, capital project expenditures totaled \$17,839 (less than 1% of the amended budget) and an additional \$141,198 (3% of the amended budget) is under contract (encumbered) for work currently underway, for a total amount spent or encumbered to date of \$159,037

(4% of the amended budget) as of September 30, 2021. (Refer to Attachment F for a summary by

**FISCAL IMPACT:**

Per Attachment C, the City's General Fund reserves is expected to be \$20.7 million by June 30, 2022.

Per Attachment E, the City's Housing Authority Fund reserves is expected to be \$10.8 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:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

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Michelle Bannigan, CPA  
Finance Director

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Jarad L. Hildenbrand  
City Manager

**Attachments:**

- A. September 2021 General Fund Revenues
- B. September 2021 General Fund Expenditures
- C. General Fund Reserves Projected as of June 30, 2022
- D. September 2021 Housing Authority Revenue and Expenditures
- E. Housing Authority Fund Available Fund Balance Projected as of June 30, 2022
- F. Status of Capital Improvement Projects as of September 31, 2021

**CITY OF STANTON**  
**September 2021 General Fund Revenues (25% 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 September	Year To Date Actual *			
<b>TAXES</b>							
Property Tax	\$ 7,213,500	\$ 7,213,500	\$ 18,686	\$ 30,600	0.42%	\$ 34,715	-11.85%
Sales and Use Tax	4,810,000	4,810,000	573,412	573,412	11.92%	449,902	27.45%
Transactions and Use Tax	4,998,000	4,998,000	540,629	540,629	10.82%	485,076	11.45%
Transient Occupancy Tax	480,000	480,000	65,024	138,879	28.93%	54,642	154.16%
Franchise Fees	1,109,500	1,109,500	42,392	98,133	8.84%	125,400	-21.74%
Business Licenses	160,000	160,000	2,415	7,225	4.52%	5,780	25.00%
Utility Users Tax	1,881,000	1,881,000	176,861	352,477	18.74%	333,139	5.80%
Tax Increment Pass-thru Payment	338,000	338,000	-	-	0.00%	-	**
<b>TAXES-TOTAL</b>	<b>20,990,000</b>	<b>20,990,000</b>	<b>1,419,419</b>	<b>1,741,355</b>	<b>8.30%</b>	<b>1,488,654</b>	<b>16.98%</b>
<b>INTERGOVERNMENTAL</b>							
County WDA Shared Revenue	160,000	160,000	101,376	101,376	63.36%	-	100.00%
Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
Motor Vehicle In Lieu	20,000	20,000	-	-	0.00%	-	**
Public Safety Augmentation Tax	161,075	161,075	15,522	24,308	15.09%	13,242	83.57%
<b>INTERGOVERNMENTAL-TOTAL</b>	<b>371,075</b>	<b>371,075</b>	<b>116,898</b>	<b>125,684</b>	<b>33.87%</b>	<b>13,242</b>	<b>849.13%</b>
<b>CHARGES FOR SERVICES</b>							
Charges for Services	105,280	105,280	4,167	19,741	18.75%	17,831	10.71%
Information Technology Charges	30,345	30,345	2,529	7,586	25.00%	6,071	100.00%
<b>CHARGES FOR SERVICES-TOTAL</b>	<b>135,625</b>	<b>135,625</b>	<b>6,696</b>	<b>27,327</b>	<b>20.15%</b>	<b>23,902</b>	<b>14.33%</b>
<b>FEES AND PERMITS</b>							
Solid Waste Impact Fees	1,150,000	1,150,000	95,373	192,433	16.73%	163,237	17.89%
Building Permits and Fees	1,300,000	1,300,000	28,807	125,420	9.65%	634,467	-80.23%
Planning Permits and Fees	106,250	106,250	10,783	19,118	17.99%	30,786	-37.90%
Engineering Permits and Fees	73,300	73,300	13,291	21,356	29.14%	26,226	-18.57%
Recycling Fees	93,750	93,750	-	-	0.00%	-	**
Other Permits and Fees	267,500	267,500	8,678	32,994	12.33%	63,401	-47.96%
Community Services Fees	46,500	46,500	6,135	20,386	43.84%	1,010	95.05%
<b>FEES AND PERMITS -TOTAL</b>	<b>3,037,300</b>	<b>3,037,300</b>	<b>163,067</b>	<b>411,707</b>	<b>13.56%</b>	<b>919,127</b>	<b>-55.21%</b>

**CITY OF STANTON**  
**September 2021 General Fund Revenues (25% of year)**

	FY 2021/22		FY 2021/22		Percent of Budget	FY 2020/21 Actual	% Change From Prior Year
	FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Activity During September	Year To Date Actual *			
<b>FINES AND FORFEITURES</b>							
General Fines	600	600	1,253	1,391	231.83%	38	3560.53%
Motor Vehicle Fines	120,670	120,670	5,018	11,415	9.46%	13,899	-17.87%
Parking Citations	205,000	205,000	25,822	40,403	19.71%	53,334	-24.25%
DMV Parking Collections	70,300	70,300	8,044	13,959	19.86%	10,181	37.11%
Administrative Citation	15,000	15,000	300	300	2.00%	700	-57.14%
<b>FINES AND FORFEITURES-TOTAL</b>	<b>411,570</b>	<b>411,570</b>	<b>40,437</b>	<b>67,468</b>	<b>16.39%</b>	<b>78,152</b>	<b>-13.67%</b>
<b>USE OF MONEY AND PROPERTY</b>							
Investment Earnings	185,000	185,000	44,692	44,692	24.16%	58,231	-23.25%
Unrealized Gains (Losses)	-	-	14,878	(43,342)	**	(1,504)	2781.78%
Interest on Loan to Landscape District Fund	16,570	16,570	7,255	7,255	43.78%	-	100.00%
Rental Income	28,305	28,305	6,130	16,456	58.14%	1,559	955.55%
<b>USE OF MONEY AND PROPERTY-TOTAL</b>	<b>229,875</b>	<b>229,875</b>	<b>72,955</b>	<b>25,061</b>	<b>10.90%</b>	<b>58,286</b>	<b>-57.00%</b>
<b>MISCELLANEOUS REVENUE</b>							
Miscellaneous Revenue	198,700	199,000	4,870	45,499	22.86%	12,348	268.47%
<b>MISCELLANEOUS REVENUE-TOTAL</b>	<b>198,700</b>	<b>199,000</b>	<b>4,870</b>	<b>45,499</b>	<b>22.86%</b>	<b>12,348</b>	<b>268.47%</b>
<b>TRANSFERS IN</b>							
From Gas Tax Fund	205,000	205,000	17,083	51,250	25.00%	30,125	70.12%
From Protective Services Fund	375,000	375,000	-	4,576	1.22%	6,742	-32.13%
From Supplemental Law Enforcement Grants Fund	150,000	150,000	12,500	37,500	25.00%	23,398	60.27%
<b>TRANSFERS IN-TOTAL</b>	<b>730,000</b>	<b>730,000</b>	<b>29,583</b>	<b>93,326</b>	<b>12.78%</b>	<b>60,265</b>	<b>35.43%</b>
<b>TOTAL REVENUES AND TRANSFERS IN</b>	<b>\$ 26,104,145</b>	<b>\$ 26,104,445</b>	<b>\$ 1,853,925</b>	<b>\$ 2,537,427</b>	<b>9.72%</b>	<b>\$ 2,653,976</b>	<b>-4.39%</b>

\* = Actual data is reported through September.

**TAXES**  
**September 2021 General Fund Revenues (25% 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 September	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
430100	Current Year-Secured	\$ 1,144,000	\$ 1,144,000	\$ -	\$ -	0.00%	\$ -	**
430105	Current Year-Unsecured	32,500	32,500	18,532	18,532	57.02%	15,549	19.18%
430115	Property Tax-Supplemental	23,000	23,000	154	659	2.87%	395	66.84%
430120	Residual Redevelopment Property Tax	1,267,000	1,267,000	-	-	0.00%	-	**
430121	In-Lieu Vehicle License Fee	4,640,000	4,640,000	-	-	0.00%	-	**
430135	Homeowners Tax Relief	1,000	1,000	-	-	0.00%	-	**
430140	Property Transfer Tax	106,000	106,000	-	11,409	10.76%	18,771	-39.22%
430200	Sales And Use Tax	4,810,000	4,810,000	573,412	573,412	11.92%	449,902	27.45%
430300	Transient Occupancy Tax	480,000	480,000	65,024	138,879	28.93%	54,642	154.16%
430405	Franchise Tax/Cable TV	224,500	224,500	-	-	0.00%	34,044	**
430410	Franchise Tax/Electric	214,000	214,000	-	-	0.00%	-	**
430415	Franchise Tax/Gas	58,000	58,000	-	-	0.00%	-	**
430420	Franchise Tax/Refuse	525,000	525,000	42,392	98,133	18.69%	91,356	7.42%
430425	Franchise Tax/Water	88,000	88,000	-	-	0.00%	-	**
430500	Business License Tax	160,000	160,000	2,415	7,225	4.52%	5,780	25.00%
430600	Util User Tax/Electricity	935,500	935,500	117,552	219,645	23.48%	194,298	13.05%
430605	Util User Tax/Telephone	316,000	316,000	16,387	33,103	10.48%	38,237	-13.43%
430610	Util User Tax/Gas	211,000	211,000	19,934	20,240	9.59%	19,961	1.40%
430615	Util User Tax/Water	418,500	418,500	22,988	79,489	18.99%	80,643	-1.43%
440100	AB 1389 Pass Through from RDA	338,000	338,000	-	-	0.00%	-	**
<b>101</b>	<b>General Fund</b>	<b>15,992,000</b>	<b>15,992,000</b>	<b>878,790</b>	<b>1,200,726</b>	<b>7.51%</b>	<b>1,003,578</b>	<b>19.64%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
430250	Transactions & Use Tax	4,998,000	4,998,000	540,629	540,629	10.82%	485,076	11.45%
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>	<b>4,998,000</b>	<b>4,998,000</b>	<b>540,629</b>	<b>540,629</b>	<b>10.82%</b>	<b>485,076</b>	<b>11.45%</b>
<b>TAXES - TOTAL</b>		<b>\$ 20,990,000</b>	<b>\$ 20,990,000</b>	<b>\$ 1,419,419</b>	<b>\$ 1,741,355</b>	<b>8.30%</b>	<b>\$ 1,488,654</b>	<b>16.98%</b>

\* = Actual data is reported through September.

**CHARGES FOR SERVICES**  
**September 2021 General Fund Revenues (25% 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 September	Year To Date Actual *		Actual	
<b>101</b>	<b>General Fund</b>									
433100	Charges For Services	\$ 105,280		\$ 105,280		\$ 4,167	\$ 19,741	18.75%	\$ 17,831	10.71%
433136	Information Technology Charges	30,345		30,345		2,529	7,586	25.00%	6,071	19.97%
<b>CHARGES FOR SERVICES - TOTAL</b>		<b>\$ 135,625</b>		<b>\$ 135,625</b>		<b>\$ 6,696</b>	<b>\$ 27,327</b>	<b>20.15%</b>	<b>\$ 23,902</b>	<b>14.33%</b>

\* = Actual data is reported through September.

**INTERGOVERNMENTAL**  
**September 2021 General Fund Revenues (25% 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 September	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
432121	County WDA Shared Revenue	\$ 160,000	\$ 160,000	\$ 101,376	\$ 101,376	63.36%	\$ -	100.00%
432135	Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	**
432150	Motor Vehicle In Lieu	20,000	20,000	-	-	0.00%	-	**
432180	Public Safety Augmentation Tax	161,075	161,075	15,522	24,308	15.09%	13,242	45.52%
<b>INTERGOVERNMENTAL - TOTAL</b>		<b>\$ 371,075</b>	<b>\$ 371,075</b>	<b>\$ 116,898</b>	<b>\$ 125,684</b>	<b>33.87%</b>	<b>\$ 13,242</b>	<b>849.13%</b>

\* = Actual data is reported through September.

**FEES AND PERMITS**  
**September 2021 General Fund Revenues (25% 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 September	Year To Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
431100	Building Plan Check Fees	\$ 70,000	\$ 70,000	\$ 6,259	\$ 22,469	32.10%	\$ 21,049	6.75%
431105	Mechanical Permits	250,000	250,000	2,355	10,285	4.11%	92,590	-88.89%
431110	Building Permits	750,000	750,000	13,169	63,998	8.53%	419,873	-84.76%
431115	Plumbing Permits	80,000	80,000	2,185	4,720	5.90%	36,390	-87.03%
431120	Electrical Permits	150,000	150,000	4,839	23,948	15.97%	64,565	-62.91%
431130	Engineering Plan Check Fees	33,300	33,300	8,385	8,385	25.18%	14,745	-43.13%
431135	Public Works Permits	40,000	40,000	4,906	12,971	32.43%	11,481	12.98%
431140	S M I P - Commercial Fees	500	500	6	6	1.20%	121	-95.04%
431145	S M I P-Residential Permits	1,000	1,000	8	8	0.80%	7	14.29%
431146	SB 1473 Fee	2,500	2,500	39	150	6.00%	884	-83.03%
431150	Grading Plan Review	-	-	1,445	1,445	**	7,225	-80.00%
431155	Grading Permits	-	-	-	1,470	**	2,205	-50.00%
431160	Solid Waste Impact Fees	1,150,000	1,150,000	95,373	192,433	16.73%	163,237	17.89%
431185	Parking Permits	50,000	50,000	207	1,282	2.56%	4,793	-73.25%
431190	Towing Franchise Fee	30,000	30,000	1,170	7,920	26.40%	21,960	-63.93%
431195	Other Fees & Permits	15,000	15,000	2,135	6,715	44.77%	12,155	-44.76%
431200	Cannabis Business Initial Permit Fee	-	-	-	-	**	2,600	-100.00%
433200	Conditional Use Permit	6,000	6,000	-	2,485	41.42%	-	100.00%
433205	Precise Plan Of Design	15,000	15,000	1,050	1,050	7.00%	6,160	-82.95%
433210	Variance	2,000	2,000	-	-	0.00%	-	**
433220	Preliminary Plan Review	6,000	6,000	1,875	3,750	62.50%	-	100.00%
433225	Environmental Services	4,400	4,400	355	355	8.07%	1,475	-75.93%
433227	Foreclosure Registration	10,850	10,850	1,689	1,689	15.57%	3,032	-44.29%
433230	Zoning Entitlements	5,000	5,000	-	-	0.00%	-	**
433235	Land Divisions	10,000	10,000	2,500	2,500	25.00%	3,730	-32.98%
433240	Special Event Permits	500	500	-	-	0.00%	-	**
433245	Sign/Ban'R/Gar Sa/Temp Use Per	6,000	6,000	475	2,100	35.00%	895	134.64%
433250	Ministerial Services	15,000	15,000	2,020	4,265	28.43%	4,835	-11.79%
433260	Landscape Plan Check	1,000	1,000	325	325	32.50%	-	100.00%

**FEES AND PERMITS**  
**September 2021 General Fund Revenues (25% 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 September	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
433270	General Plan Maint Surcharge	15,000	15,000	105	210	1.40%	9,450	-97.78%
433285	Other Developmental Fees	5,000	5,000	389	389	7.78%	1,209	-67.82%
433305	General Recreation Programs	24,000	24,000	3,710	12,981	54.09%	-	100.00%
433315	Sports Fields	22,500	22,500	2,425	7,405	32.91%	1,010	86.36%
437115	Recycling Fees	93,750	93,750	-	-	0.00%	-	**
430505	New/Moved Bus Lic Appl Rev	40,000	40,000	2,840	9,530	23.83%	8,720	9.29%
430510	Business Tax Renewal Process	130,000	130,000	1,210	4,340	3.34%	2,652	63.65%
430515	SB 1186	3,000	3,000	(382)	128	4.27%	79	62.03%
<b>FEES AND PERMITS - TOTAL</b>		<b>\$ 3,037,300</b>	<b>\$ 3,037,300</b>	<b>\$ 163,067</b>	<b>\$ 411,707</b>	<b>13.56%</b>	<b>\$ 919,127</b>	<b>-55.21%</b>

\* = Actual data is reported through September.

**FINES AND FORFEITURES**  
**September 2021 General Fund Revenues (25% 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 September	Year To Date Actual *			
<b>101</b>	<b>General Fund</b>							
434100	General Fines	\$ 600	\$ 600	\$ 1,253	\$ 1,391	231.83%	\$ 38	3560.53%
434105	Motor Vehicle Fines	120,670	120,670	5,018	11,415	9.46%	13,899	-17.87%
434110	Parking Citations	205,000	205,000	25,822	40,403	19.71%	53,334	-24.25%
434115	DMV Parking Collections	70,300	70,300	8,044	13,959	19.86%	10,181	37.11%
434120	Administrative Citations	15,000	15,000	300	300	2.00%	700	-57.14%
<b>FINES AND FORFEITURES - TOTAL</b>		<b>\$ 411,570</b>	<b>\$ 411,570</b>	<b>\$ 40,437</b>	<b>\$ 67,468</b>	<b>16.39%</b>	<b>\$ 78,152</b>	<b>-13.67%</b>

\* = Actual data is reported through September.

**USE OF MONEY AND PROPERTY**  
**September 2021 General Fund Revenues (25% 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 September	Year To Date Actual *				Actual	
<b>101</b>	<b>General Fund</b>									
435100	Interest Earned	\$ 185,000	\$ 185,000	\$ 44,692	\$ 44,692	24.16%	\$ 58,231	-23.25%		
435110	Unrealized Gains (Losses)	-	-	14,878	(43,342)	**	(1,504)	2781.78%		
435200	Interest on Loan to Landscape District Fund	16,570	16,570	7,255	7,255	43.78%	-	100.00%		
436125	Indoor Facility Rental	-	-	280	320	**	(1,800)	-117.78%		
436127	Outdoor Picnic Shelters	7,450	7,450	2,420	8,365	112.28%	-	100.00%		
436128	SCP Fields Rental	-	-	-	910	**	-	100.00%		
436135	Pac Bell Mobile Svcs-Rent	20,855	20,855	3,430	6,861	32.90%	3,359	104.26%		
<b>USE OF MONEY AND PROPERTY - TOTAL</b>		<b>\$ 229,875</b>	<b>\$ 229,875</b>	<b>\$ 72,955</b>	<b>\$ 25,061</b>	<b>10.90%</b>	<b>\$ 58,286</b>	<b>-57.00%</b>		

**MISCELLANEOUS REVENUE**  
**September 2021 General Fund Revenues (25% 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 September	Year To Date Actual *				Actual	
<b>101</b>	<b>General Fund</b>									
432256	Grant (non-government agency)	\$ 4,200	\$ 4,200	\$ 903	\$ 1,806	43.00%	\$ 1,502	20.24%		
437100	Sale Of Publications	-	-	119	120	**	1	11900.00%		
437105	Firework Services	475	475	-	-	0.00%	-	**		
437125	Donations	-	300	-	300	**	-	100.00%		
437135	Expense Reimbursement	-	-	-	39,292	**	7,500	80.91%		
437137	Loan Repayment from Landscape Maintenance District	164,025	164,025	-	-	0.00%	-	**		
437195	Other Revenue	30,000	30,000	3,848	3,981	13.27%	3,345	19.01%		
<b>MISCELLANEOUS REVENUE - TOTAL</b>		<b>\$ 198,700</b>	<b>\$ 199,000</b>	<b>\$ 4,870</b>	<b>\$ 45,499</b>	<b>22.86%</b>	<b>\$ 12,348</b>	<b>268.47%</b>		

\* = Actual data is reported through September.

**TRANSFERS IN**  
**September 2021 General Fund Revenues (25% 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 August		Activity During September	Year To Date Actual *		Actual		
<b>101</b>	<b>General Fund</b>										
439211	Transfer From Gas Tax Fund	\$ 205,000		\$ 205,000		\$ 17,083	\$ 51,250	25.00%	\$ 30,125		41.22%
439223	Transfer From Protective Services Fund	375,000		375,000		-	4,576	1.22%	6,742		-47.33%
439242	Transfer Fr Supp Law Enf Grant	150,000		150,000		12,500	37,500	25.00%	23,398		37.61%
	<b>TRANSFERS IN - TOTAL</b>	<b>\$ 730,000</b>		<b>\$ 730,000</b>		<b>\$ 29,583</b>	<b>\$ 93,326</b>	<b>12.78%</b>	<b>\$ 60,265</b>		<b>35.43%</b>

**City of Stanton**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
1100	City Council	\$ 116,710	\$ 116,710	\$ 9,014	\$ 40,677	34.85%	\$ 26,070	56.03%
1200	City Attorney	302,000	302,000	420	420	0.14%	508	-17.32%
1300	City Manager	473,195	473,195	38,635	114,053	24.10%	106,352	7.24%
1400	City Clerk	190,515	190,515	16,405	44,196	23.20%	38,233	15.60%
1410	Personnel/Risk Management	176,885	176,885	14,297	35,505	20.07%	25,084	41.54%
1510	Information Technology	524,980	531,098	77,400	182,044	34.28%	172,497	5.53%
	<b>Administration</b>	<b>1,784,285</b>	<b>1,790,403</b>	<b>156,171</b>	<b>416,895</b>	<b>23.28%</b>	<b>368,744</b>	<b>13.06%</b>
1500	Finance	862,565	890,691	74,279	189,204	21.24%	175,433	7.85%
1600	Non-Dept (excludes Transfers)	48,000	48,000	-	-	0.00%	-	**
	<b>Finance</b>	<b>910,565</b>	<b>938,691</b>	<b>74,279</b>	<b>189,204</b>	<b>20.16%</b>	<b>175,433</b>	<b>7.85%</b>
1520	Emergency Preparedness	5,000	57,796	4,445	7,087	12.26%	-	**
2100	Law Enforcement	12,197,850	12,197,850	1,012,993	3,045,064	24.96%	2,831,411	7.02%
2200	Fire Protection	5,166,860	5,166,860	1,283,387	1,283,387	24.84%	1,227,265	4.57%
2230	Contractual Ambulance Svcs	2,500	2,500	-	-	0.00%	786	-100.00%
2400	Animal Control Services	191,390	191,390	-	46,305	24.19%	44,100	4.76%
2500	Public Safety-Other	110,175	110,175	6,889	48,032	43.60%	48,752	-1.48%
4300	Parking Control	250,890	250,890	27,278	56,575	22.55%	43,636	29.65%
6200	Code Enforcement	519,870	519,870	49,169	110,904	21.33%	87,925	26.13%
	<b>Public Safety</b>	<b>18,444,535</b>	<b>18,497,331</b>	<b>2,384,161</b>	<b>4,597,354</b>	<b>24.85%</b>	<b>4,283,875</b>	<b>7.32%</b>
3000	Public Works Administration	507,575	507,575	43,784	102,238	20.14%	121,294	-15.71%
3100	Engineering	145,390	148,640	924	33,881	22.79%	35,980	-5.83%
3200	Public Facilities	436,340	436,340	39,274	72,757	16.67%	61,924	17.49%
3300	Crossing Guard	43,165	43,165	1,358	3,966	9.19%	-	**
3400	Parks Maintenance	412,680	443,580	40,208	82,257	18.54%	60,155	36.74%
3500	Street Maintenance	498,980	498,980	41,551	78,753	15.78%	89,747	-12.25%
3600	Storm Drains	115,860	115,860	-	-	0.00%	460	**
6300	Graffiti Abatement	101,900	101,900	4,607	9,156	8.99%	14,738	-37.87%
	<b>Public Works</b>	<b>2,261,890</b>	<b>2,296,040</b>	<b>171,706</b>	<b>383,008</b>	<b>16.68%</b>	<b>384,298</b>	<b>-0.34%</b>
4000	Community Development Administration	313,625	313,625	22,366	93,847	29.92%	58,313	60.94%
4100	Planning	344,590	610,987	35,031	80,889	13.24%	62,566	29.29%

\* = Actual data is reported through September.

**City of Stanton**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
4200	Building Regulation	784,255	784,255	27,788	35,993	4.59%	256,695	-85.98%
4400	Business Relations	37,800	37,800	-	-	0.00%	50	-100.00%
	<b>Community Development</b>	<b>1,480,270</b>	<b>1,746,667</b>	<b>85,185</b>	<b>210,729</b>	<b>12.06%</b>	<b>377,624</b>	<b>-44.20%</b>
5000	Public Information Office <sup>(1)</sup>	120,600	120,600	11,459	23,313	19.33%	-	100.00%
5100	Community Services Administration	509,015	509,015	37,978	138,557	27.22%	165,168	-16.11%
5200	Community Center Operations	170,530	170,530	7,748	18,721	10.98%	1,019	1737.19%
5300	Park Operations	224,470	224,470	21,467	47,083	20.98%	28,492	65.25%
5400	Senior Citizen Programs	61,515	61,815	6,216	14,742	23.85%	9,125	61.56%
5500	Recreation Programs <sup>(1)</sup>	48,900	48,900	4,662	15,646	32.00%	-	100.00%
	<b>Community Services</b>	<b>1,135,030</b>	<b>1,135,330</b>	<b>89,530</b>	<b>258,062</b>	<b>22.73%</b>	<b>203,804</b>	<b>26.62%</b>
	Transfer to FACT Grant	17,100	17,100	1,425	4,275	25.00%	6,188	-44.75%
	Transfer to Senior Transportation Fund	10,565	10,565	872	1,451	13.73%	770	88.44%
	Transfer to SCP Maintenance	41,140	41,140	3,428	10,285	25.00%	-	100.00%
	<b>Transfers to Other Funds</b>	<b>68,805</b>	<b>68,805</b>	<b>5,725</b>	<b>16,011</b>	<b>23.27%</b>	<b>6,958</b>	<b>130.11%</b>
	<b>TOTAL EXPENDITURES</b>	<b>\$ 26,085,380</b>	<b>\$ 26,473,267</b>	<b>\$ 2,966,757</b>	<b>\$ 6,071,263</b>	<b>22.93%</b>	<b>\$ 5,800,736</b>	<b>4.66%</b>

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

\* = Actual data is reported through September.

**Administration - Vazquez**  
**September 2021 General Fund Expenditures (25% of year)**

Acct. No.	Description			FY 2021/22			FY 2020/21	% Change From Prior Year
		FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Activity During September	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>1100</b>	<b>City Council</b>							
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 5,995	\$ 14,041	26.90%	\$ 10,560	32.96%
502120	Medicare/Fica	740	740	87	203	27.43%	153	32.68%
502130	Other Benefit Charges	770	770	-	-	0.00%	-	**
602100	Special Dept Expense	10,000	10,000	588	3,656	36.56%	2,474	47.78%
602110	Office Expense	2,000	2,000	20	20	1.00%	234	-91.45%
602115	Postage	-	-	3	3	**	5	-40.00%
607100	Membership/Dues	36,585	36,585	1,300	18,368	50.21%	9,109	101.65%
607110	Travel/Conference/Meetings	11,000	11,000	1,021	1,571	14.28%	-	100.00%
612115	Liability Insurance Charge	3,415	3,415	-	2,815	82.43%	3,535	-25.58%
<b>1100</b>	<b>City Council Total</b>	<b>116,710</b>	<b>116,710</b>	<b>9,014</b>	<b>40,677</b>	<b>34.85%</b>	<b>26,070</b>	<b>56.03%</b>
<b>1200</b>	<b>City Attorney</b>							
608105	Professional Services	302,000	302,000	420	420	0.14%	508	-17.32%
<b>1200</b>	<b>City Attorney Total</b>	<b>302,000</b>	<b>302,000</b>	<b>420</b>	<b>420</b>	<b>0.14%</b>	<b>508</b>	<b>-17.32%</b>
<b>1300</b>	<b>City Manager</b>							
501110	Salaries-Regular	269,710	269,710	28,738	59,054	21.90%	46,312	27.51%
502100	Retirement	79,735	79,735	2,750	10,413	13.06%	11,403	-8.68%
502105	Workers Comp Insurance	6,250	6,250	-	600	9.60%	-	100.00%
502110	Health/Life Insurance	25,545	25,545	2,089	5,899	23.09%	5,038	17.09%
502111	Medical In-Lieu Pay	2,100	2,100	85	255	12.14%	-	100.00%
502115	Unemployment Insurance	525	525	-	-	0.00%	2	-100.00%
502120	Medicare/Fica	3,580	3,580	416	853	23.83%	670	27.31%
502130	Other Benefit Charges	1,730	1,730	-	267	15.43%	-	100.00%
602110	Office Expense	1,200	1,200	60	481	40.08%	398	20.85%
602115	Postage	250	250	-	2	0.80%	12	-500.00%
607100	Membership/Dues	800	800	-	926	115.75%	400	56.80%
607110	Travel/Conference/Meetings	5,600	5,600	408	446	7.96%	72	83.86%
608105	Professional Services	48,000	48,000	4,000	12,000	25.00%	12,265	-2.21%

\* = Actual data is reported through September.

**Administration - Vazquez**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *	% of Budget		
<b>1300</b>	<b>City Manager, Continued</b>							
612105	Vehicle Replacement Charge	700	700	58	175	25.00%	178	-1.71%
612115	Liability Insurance Charge	27,470	27,470	-	22,642	82.42%	29,602	-30.74%
<b>1300</b>	<b>City Manager Total</b>	<b>473,195</b>	<b>473,195</b>	<b>38,635</b>	<b>114,053</b>	<b>24.10%</b>	<b>106,352</b>	<b>7.24%</b>
<b>1400</b>	<b>City Clerk</b>							
501110	Salaries-Regular	110,905	110,905	12,337	25,201	22.72%	20,005	25.97%
502100	Retirement	34,480	34,480	2,206	6,536	18.96%	6,566	-0.46%
502105	Workers Comp Insurance	1,985	1,985	-	255	12.85%	-	100.00%
502110	Health/Life Insurance	19,080	19,080	1,498	3,845	20.15%	3,761	2.23%
502115	Unemployment Insurance	330	330	-	-	0.00%	2	**
502120	Medicare/Fica	1,550	1,550	175	354	22.84%	273	29.67%
502130	Other Benefit Charges	965	965	-	113	11.71%	-	100.00%
602110	Office Expense	2,250	2,250	20	691	30.71%	51	92.62%
602115	Postage	500	500	75	121	24.20%	152	-25.62%
602120	Books/Periodicals	100	100	-	-	0.00%	-	**
607100	Membership/Dues	1,130	1,130	-	215	19.03%	520	-141.86%
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	-	780	13.00%	980	-20.41%
608140	Elections	360	360	-	-	0.00%	(1,444)	-100.00%
612105	Vehicle Replacement Charge	580	580	48	145	25.00%	146	-0.69%
612115	Liability Insurance Charge	7,050	7,050	-	5,811	82.43%	7,221	-24.26%
<b>1400</b>	<b>City Clerk Total</b>	<b>190,515</b>	<b>190,515</b>	<b>16,405</b>	<b>44,196</b>	<b>23.20%</b>	<b>38,233</b>	<b>15.60%</b>
<b>1510</b>	<b>Information Technology</b>							
501110	Salaries-Regular	81,120	81,120	9,263	18,239	22.48%	13,447	35.64%
501115	Salaries-Overtime	10,000	10,000	1,257,000	2,064,000	20.64%	427	383.37%
502100	Retirement Charges	22,940	22,940	1,541	4,562	19.89%	4,454	2.42%
502105	Workers Comp Insurance	1,320	1,320	-	178	13.48%	-	100.00%

\* = Actual data is reported through September.

**Administration - Vazquez**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *	% of Budget		
<b>1510</b>	<b>Information Technology, Continued</b>							
502110	Health/Life Insurance	19,550	19,550	1,259	3,237	16.56%	3,069	5.47%
502115	Unemployment Insurance	300	300	-	-	0.00%	-	100.00%
502120	Medicare/Fica	1,080	1,080	144	273	25.28%	182	50.00%
502130	Other Benefit Charges	680	680	-	79	11.62%	-	100.00%
602140	Materials & Supplies	15,000	15,000	387	927	6.18%	2,778	-66.63%
603105	Equipment Maintenance	25,000	25,000	1,807	2,905	11.62%	8,603	-196.14%
604100	Communications	97,900	97,900	6,837	11,196	11.44%	5,680	49.27%
608100	Contractual Services	244,925	244,925	54,567	133,747	54.61%	76,529	74.77%
612115	Liability Insurance Charge	5,165	5,165	-	4,257	82.42%	-	100.00%
701050	Computer Software	-	6,118	338	380	6.21%	41,382	-99.08%
701105	Equipment-General	-	-	-	-	**	6,844	-100.00%
<b>1510</b>	<b>Information Technology Total</b>	<b>524,980</b>	<b>531,098</b>	<b>77,400</b>	<b>182,044</b>	<b>34.28%</b>	<b>172,497</b>	<b>5.53%</b>
<b>TOTAL ADMINISTRATION-VAZQUEZ</b>		<b>\$ 1,607,400</b>	<b>\$ 1,613,518</b>	<b>\$ 141,874</b>	<b>\$ 381,390</b>	<b>23.64%</b>	<b>\$ 343,660</b>	<b>10.98%</b>

\* = Actual data is reported through September.

**Administration - Guzman**  
**September 2021 General Fund Expenditures (25% of year)**

		FY 2021/22							
		FY 2021/22	FY 2021/22					FY 2020/21	% Change
Acct. No.	Description	Adopted	Amended	Activity During	Year to Date				From Prior
		Budget	Budget	September	Actual *	% of Budget		Actual	Year
101	General Fund								
1410	Personnel/Risk Management								
501110	Salaries-Regular	\$ 91,820	\$ 91,820	\$ 9,888	\$ 20,228	22.03%	\$ 15,982	26.57%	
502100	Retirement	18,940	18,940	750	3,167	16.72%	3,634	-12.85%	
502105	Workers Comp Insurance	1,590	1,590	-	205	12.89%	-	100.00%	
502110	Health/Life Insurance	16,075	16,075	1,070	2,760	17.17%	3,199	-13.72%	
502111	Medical In-Lieu Pay	-	-	100	300	**	-	100.00%	
502115	Unemployment Insurance	300	300	-	-	0.00%	-	**	
502120	Medicare/Fica	1,285	1,285	144	297	23.11%	234	26.92%	
502130	Other Benefit Charges	800	800	-	91	11.38%	-	100.00%	
602110	Office Expense	1,400	1,400	-	33	2.36%	94	-64.89%	
602115	Postage	200	200	4	26	13.00%	27	-3.85%	
607100	Membership/Dues	725	725	-	425	58.62%	150	64.71%	
607110	Travel/Conference/Meetings	2,000	2,000	-	-	0.00%	-	**	
607115	Training	6,000	6,000	-	-	0.00%	-	**	
607120	Education Reimbursement Program	10,000	10,000	-	-	0.00%	-	**	
608105	Professional Services	10,000	10,000	661	853	8.53%	1,610	-47.02%	
608125	Advertising/ Business Dev't	1,800	1,800	199	723	40.17%	-	100.00%	
609125	Employee/Volunteer Recognition	7,500	7,500	1,430	1,430	19.07%	-	100.00%	
612105	Vehicle Replacement Charge	610	610	51	153	25.08%	154	-0.65%	
612115	Liability Insurance Charge	5,840	5,840	-	4,814	82.43%	-	100.00%	
TOTAL ADMINISTRATION-GUZMAN		\$ 176,885	\$ 176,885	\$ 14,297	\$ 35,505	20.07%	\$ 25,084	41.54%	

\* = Actual data is reported through September.

**Finance-Bannigan**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
<b>101</b>	<b>General Fund</b>							
<b>1500</b>	<b>Finance</b>							
501110	Salaries-Regular	\$ 466,220	\$ 466,220	\$ 51,429	\$ 105,324	22.59%	\$ 83,908	25.52%
501115	Salaries-Overtime	500	500	38	38	7.60%	-	100.00%
501120	Salaries-Part Time	42,415	42,415	5,180	10,268	24.21%	11,505	-10.75%
502100	Retirement	112,590	112,590	5,674	20,107	17.86%	20,850	-3.56%
502105	Workers Comp Insurance	8,960	8,960	-	1,168	13.04%	-	100.00%
502110	Health/Life Insurance	53,520	53,520	3,915	10,066	18.81%	6,915	45.57%
502111	Medical In-Lieu Pay	4,920	4,920	505	1,515	30.79%	-	100.00%
502115	Unemployment Insurance	1,935	1,935	-	-	0.00%	144	-100.00%
502120	Medicare/Fica	7,120	7,120	707	1,445	20.29%	1,206	19.82%
502130	Other Benefit Charges	4,470	4,470	-	477	10.67%	-	100.00%
602110	Office Expense	8,000	8,000	(105)	501	6.26%	75	568.00%
602115	Postage	5,000	5,000	78	336	6.72%	286	14.88%
602120	Books/Periodicals	415	415	-	-	0.00%	-	**
607100	Membership/Dues	795	795	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	4,200	4,200	24	444	10.57%	-	100.00%
607115	Training	1,700	1,700	-	-	0.00%	-	**
608105	Professional Services	88,035	116,161	6,754	10,254	8.83%	5,237	48.93%
608107	Financial Services	17,600	17,600	(22)	291	1.65%	2,869	-89.86%
612105	Vehicle Replacement Charge	1,220	1,220	102	305	25.00%	309	-1.31%
612115	Liability Insurance Charge	32,350	32,350	-	26,665	82.43%	37,622	-41.09%
702100	Furniture-Office	600	600	-	-	0.00%	-	**
<b>1500</b>	<b>Finance Total</b>	<b>862,565</b>	<b>890,691</b>	<b>74,279</b>	<b>189,204</b>	<b>21.24%</b>	<b>175,433</b>	<b>7.85%</b>

\* = Actual data is reported through September.

**Finance-Bannigan**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
<b>1600</b>	<b>Non-Departmental</b>							
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	-	**
611105	Revenue Sharing-City of Anaheim	40,000	40,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	5,000	5,000	-	-	0.00%	-	**
<b>1600</b>	<b>Non-Departmental Total</b>	<b>48,000</b>	<b>48,000</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>-</b>	<b>**</b>
<b>TOTAL FINANCE</b>		<b>\$ 910,565</b>	<b>\$ 938,691</b>	<b>\$ 74,279</b>	<b>\$ 189,204</b>	<b>20.16%</b>	<b>\$ 175,433</b>	<b>7.85%</b>

\* = Actual data is reported through September.

**Public Safety-Wren**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
<b>101</b>	<b>General Fund</b>							
<b>1520</b>	<b>Emergency Services</b>							
602140	Materials & Supplies	\$ 5,000	\$ 5,000	\$ 55	\$ 55	1.10%	\$ -	100.00%
608105	Professional Services	-	52,796	4,390	7,032	13.32%	-	100.00%
<b>1520</b>	<b>Emergency Services</b>	<b>5,000</b>	<b>57,796</b>	<b>4,445</b>	<b>7,087</b>	<b>12.26%</b>	<b>-</b>	<b>100.00%</b>
<b>2100</b>	<b>Law Enforcement</b>							
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	166	-100.00%
602110	Office Expense	1,500	1,500	109	453	30.20%	4	99.12%
602145	Gas/Oil/Lube	3,000	3,000	24	24	0.80%	213	-787.50%
603125	Vehicle Maintenance	-	-	-	-	**	1,746	-100.00%
604100	Communications	36,030	36,030	-	6,007	16.67%	9,781	-38.59%
608100	Contractual Services	18,350	18,350	1,529	4,587	25.00%	4,678	-1.95%
608160	O.C.S.D. Contract	8,629,270	8,629,270	716,796	2,150,387	24.92%	1,265,678	69.90%
612105	Vehicle Replacement Charge	8,700	8,700	725	2,175	25.00%	2,205	-1.38%
<b>2100</b>	<b>Law Enforcement Total</b>	<b>8,699,850</b>	<b>8,699,850</b>	<b>719,183</b>	<b>2,163,633</b>	<b>24.87%</b>	<b>1,284,471</b>	<b>40.63%</b>
<b>2200</b>	<b>Fire Protection</b>							
602100	Special Department Expense	40,800	40,800	-	-	0.00%	-	**
608185	O.C.F.A. Contract	3,626,060	3,626,060	927,643	927,643	25.58%	927,546	0.01%
<b>2200</b>	<b>Fire Protection Total</b>	<b>3,666,860</b>	<b>3,666,860</b>	<b>927,643</b>	<b>927,643</b>	<b>25.30%</b>	<b>927,546</b>	<b>0.01%</b>
<b>2300</b>	<b>Ambulance Services</b>							
608190	Contractual Ambulance Svcs	2,500	2,500	-	-	0.00%	786	-100.00%
<b>2230</b>	<b>Ambulance Services Total</b>	<b>2,500</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>786</b>	<b>-100.00%</b>
<b>2400</b>	<b>Animal Control Services</b>							
608170	Animal Control Services	191,390	191,390	-	46,305	24.19%	44,100	4.76%
<b>2400</b>	<b>Animal Control Services Total</b>	<b>191,390</b>	<b>191,390</b>	<b>-</b>	<b>46,305</b>	<b>24.19%</b>	<b>44,100</b>	<b>4.76%</b>
<b>2500</b>	<b>Public Safety-Other</b>							
501110	Salaries-Regular	58,390	58,390	6,018	16,995	29.11%	12,041	41.14%
501120	Salaries-Part Time	-	-	-	-	**	4,445	-100.00%
502100	Retirement Charges	11,765	11,765	508	2,037	17.31%	3,191	-36.16%

\* = Actual data is reported through September.

**Public Safety-Wren**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
<b>2500</b>	<b>Public Safety-Other, Continued</b>							
502105	Workers Comp Insurance	945	945	-	125	13.23%	-	100.00%
502110	Health/Life Insurance	705	705	34	89	12.62%	504	-82.34%
502111	Medical In-Lieu Pay	2,100	2,100	175	525	25.00%	-	100.00%
502115	Unemployment Insurance	105	105	-	-	0.00%	81	**
502120	Medicare/Fica	785	785	90	187	23.82%	246	-23.98%
502130	Other Benefit Charges	375	375	-	56	14.93%	-	100.00%
602110	Office Expense	1,200	1,200	-	52	4.33%	259	-79.92%
602115	Postage	250	250	-	1	0.40%	101	-99.01%
602140	Materials & Supplies	-	-	64	64	**	-	100.00%
607115	Training	700	700	-	-	0.00%	-	**
608100	Contractual Services	4,680	4,680	-	4,678	99.96%	-	100.00%
612115	Liability Insurance Charge	28,175	28,175	-	23,223	82.42%	27,884	-20.07%
<b>2500</b>	<b>Public Safety-Other Total</b>	<b>110,175</b>	<b>110,175</b>	<b>6,889</b>	<b>48,032</b>	<b>43.60%</b>	<b>48,752</b>	<b>-1.48%</b>
<b>4300</b>	<b>Parking Control</b>							
501110	Salaries-Regular	142,590	142,590	16,939	33,532	23.52%	25,627	30.85%
502115	Salaries-Overtime	-	-	-	33	**	-	100.00%
501120	Salaries-Part Time	12,350	12,350	1,489	3,165	25.63%	2,622	20.71%
502100	Retirement	36,055	36,055	2,264	7,288	20.21%	7,600	-4.11%
502105	Workers Comp Insurance	2,735	2,735	-	362	13.24%	-	100.00%
502110	Health/Life Insurance	14,050	14,050	1,077	2,769	19.71%	2,641	4.85%
502111	Medical In-Lieu Pay	4,140	4,140	345	1,035	25.00%	-	100.00%
502115	Unemployment Insurance	705	705	-	-	0.00%	-	**
502120	Medicare/Fica	2,220	2,220	270	543	24.46%	418	29.90%
502130	Other Benefit Charges	1,445	1,445	-	147	10.17%	-	100.00%
602110	Office Expense	6,500	6,500	2,590	2,590	39.85%	58	97.76%
602115	Postage	500	500	15	76	15.20%	41	46.05%
602130	Clothing	4,500	4,500	-	129	2.87%	-	100.00%
604100	Communications	1,000	1,000	-	35	3.50%	218	-522.86%

\* = Actual data is reported through September.

**Public Safety-Wren**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
<b>4300</b>	<b>Parking Control, Continued</b>							
608105	Professional Services	15,000	15,000	1,697	3,096	20.64%	3,512	-13.44%
612105	Vehicle Replacement Charge	7,100	7,100	592	1,775	25.00%	899	49.35%
<b>4300</b>	<b>Parking Control Total</b>	<b>250,890</b>	<b>250,890</b>	<b>27,278</b>	<b>56,575</b>	<b>22.55%</b>	<b>43,636</b>	<b>29.65%</b>
<b>6200</b>	<b>Code Enforcement</b>							
501110	Salaries-Regular	330,660	330,660	36,966	75,899	22.95%	57,813	31.28%
502115	Salaries-Overtime	-	-	-	14	**	-	100.00%
501120	Salaries-Part Time	12,350	12,350	1,489	3,165	25.63%	2,238	41.42%
502100	Retirement	82,925	82,925	4,523	15,463	18.65%	16,035	-3.57%
502105	Workers Comp Insurance	6,050	6,050	-	804	13.29%	-	100.00%
502110	Health/Life Insurance	40,430	40,430	3,403	8,945	22.12%	8,087	10.61%
502111	Medical In-Lieu Pay	4,560	4,560	380	1,140	25.00%	-	100.00%
502115	Unemployment Insurance	1,290	1,290	-	-	0.00%	-	**
502120	Medicare/Fica	4,835	4,835	556	1,143	23.64%	864	32.29%
502130	Other Benefit Charges	3,010	3,010	-	343	11.40%	-	100.00%
602110	Office Expense	1,500	1,500	-	-	0.00%	64	**
602115	Postage	1,000	1,000	149	307	30.70%	175	43.00%
602160	Code Enforcement Equipment	8,000	8,000	108	108	1.35%	-	100.00%
603105	Equipment Maintenance	1,000	1,000	-	-	0.00%	-	**
604100	Communications	800	800	-	-	0.00%	624	-100.00%
607100	Membership/Dues	800	800	-	-	0.00%	-	**
607105	Mileage Reimbursement	100	100	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,500	1,500	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	-	0.00%	-	**
608100	Contractual Services	4,000	4,000	315	630	15.75%	630	0.00%
608105	Professional Services	5,000	5,000	525	678	13.56%	-	100.00%
612105	Vehicle Replacement Charge	9,060	9,060	755	2,265	25.00%	1,395	38.41%
<b>6200</b>	<b>Code Enforcement Total</b>	<b>519,870</b>	<b>519,870</b>	<b>49,169</b>	<b>110,904</b>	<b>21.33%</b>	<b>87,925</b>	<b>26.13%</b>
<b>101</b>	<b>GENERAL FUND TOTAL</b>	<b>\$ 13,446,535</b>	<b>\$ 13,499,331</b>	<b>\$ 1,734,607</b>	<b>\$ 3,360,179</b>	<b>24.89%</b>	<b>\$ 2,437,216</b>	<b>37.87%</b>

\* = Actual data is reported through September.

**Public Safety-Wren**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
<b>2100</b>	<b>Law Enforcement</b>							
608160	O.C.S.D. Contract	3,498,000	3,498,000	293,810	881,431	25.20%	1,546,940	-43.02%
<b>2100</b>	<b>Law Enforcement Total</b>	<b>3,498,000</b>	<b>3,498,000</b>	<b>293,810</b>	<b>881,431</b>	<b>25.20%</b>	<b>1,546,940</b>	<b>-43.02%</b>
<b>2200</b>	<b>Fire Protection</b>							
608185	O.C.F.A. Contract	1,500,000	1,500,000	355,744	355,744	23.72%	299,719	18.69%
<b>2200</b>	<b>Fire Protection Total</b>	<b>1,500,000</b>	<b>1,500,000</b>	<b>355,744</b>	<b>355,744</b>	<b>23.72%</b>	<b>299,719</b>	<b>18.69%</b>
<b>102</b>	<b>TRANSACTIONS AND USE TAX TOTAL</b>	<b>\$ 4,998,000</b>	<b>\$ 4,998,000</b>	<b>\$ 649,554</b>	<b>\$ 1,237,175</b>	<b>24.75%</b>	<b>\$ 1,846,659</b>	<b>-33.00%</b>
	<b>TOTAL PUBLIC SAFETY</b>	<b>\$ 18,444,535</b>	<b>\$ 18,497,331</b>	<b>\$ 2,384,161</b>	<b>\$ 4,597,354</b>	<b>24.85%</b>	<b>\$ 4,283,875</b>	<b>7.32%</b>

\* = Actual data is reported through September.

**Public Works - Ames**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>3000</b>	<b>Public Works Administration</b>							
501110	Salaries-Regular	\$ 318,785	\$ 318,785	\$ 35,053	\$ 51,574	16.18%	\$ 51,568	0.01%
501120	Salaries-Part Time	16,710	16,710	2,017	4,055	24.27%	2,764	46.71%
502100	Retirement Charges	68,410	68,410	2,957	6,950	10.16%	11,823	-41.22%
502105	Workers Comp Insurance	5,820	5,820	-	367	6.31%	-	100.00%
502110	Health/Life Insurance	50,580	50,580	2,423	5,952	11.77%	8,431	-29.40%
502111	Medical In-Lieu Pay	600	600	550	650	108.33%	-	100.00%
502115	Unemployment Insurance	1,200	1,200	224	224	18.67%	-	100.00%
502120	Medicare/Fica	4,575	4,575	539	800	17.49%	782	2.30%
502130	Other Benefit Charges	2,680	2,680	-	146	5.45%	-	100.00%
607110	Travel/Conference/Meetings	-	-	21	21	**	-	100.00%
612115	Liability Insurance Charge	38,215	38,215	-	31,499	82.43%	45,926	-45.80%
<b>3000</b>	<b>Public Works Administration Total</b>	<b>507,575</b>	<b>507,575</b>	<b>43,784</b>	<b>102,238</b>	<b>20.14%</b>	<b>121,294</b>	<b>-15.71%</b>
<b>3100</b>	<b>Engineering</b>							
501110	Salaries-Regular	39,040	39,040	-	12,422	31.82%	9,821	26.48%
502100	Retirement	8,525	8,525	-	2,312	27.12%	2,233	3.54%
502105	Workers Comp Insurance	715	715	-	246	34.41%	-	100.00%
502110	Health/Life Insurance	8,920	8,920	-	666	7.47%	2,521	-73.58%
502115	Unemployment Insurance	135	135	-	-	0.00%	-	**
502120	Medicare/Fica	565	565	-	177	31.33%	134	24.29%
502130	Other Benefit Charges	360	360	-	109	30.28%	-	100.00%
602110	Office Expense	2,100	2,100	-	53	2.52%	-	100.00%
602115	Postage	-	-	8	8	**	225	-96.44%
602140	Materials & Supplies	2,500	2,500	93	365	14.60%	189	93.12%
607100	Membership/Dues	1,850	1,850	-	600	32.43%	115	80.83%
607110	Travel/Conference/Meetings	1,300	1,300	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	-	0.00%	-	**
608110	Engineering Services	44,400	47,650	-	15,987	33.55%	17,833	-10.35%

\* = Actual data is reported through September.

**Public Works - Ames**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *	% of Budget		
<b>3100</b>	<b>Engineering, Continued</b>							
608120	Plan Checking Services	33,300	33,300	766	766	2.30%	2,647	-71.06%
612105	Vehicle Replacement Charge	680	680	57	170	25.00%	173	-1.76%
<b>3100</b>	<b>Engineering Total</b>	<b>145,390</b>	<b>148,640</b>	<b>924</b>	<b>33,881</b>	<b>22.79%</b>	<b>35,980</b>	<b>-5.83%</b>
<b>3200</b>	<b>Public Facilities</b>							
501110	Salaries-Regular	21,950	21,950	7,247	14,280	65.06%	4,676	205.39%
501115	Salaries-Overtime	300	300	92	204	68.00%	-	100.00%
502100	Retirement	5,185	5,185	547	2,188	42.20%	1,064	105.64%
502105	Workers Comp Insurance	425	425	-	139	32.71%	-	100.00%
502110	Health/Life Insurance	4,820	4,820	625	1,721	35.71%	953	80.59%
502115	Unemployment Insurance	150	150	-	34	22.67%	-	100.00%
502120	Medicare/Fica	305	305	106	210	68.85%	68	208.82%
502130	Other Benefit Charges	200	200	-	62	31.00%	-	100.00%
602100	Special Dept Expense	7,885	7,885	16	16	0.20%	1,857	-99.14%
602110	Office Expense	2,100	2,100	-	-	0.00%	-	**
602130	Clothing	3,500	3,500	65	1,189	33.97%	926	28.40%
602135	Safety Equipment	500	500	-	-	0.00%	563	-100.00%
602140	Materials & Supplies	8,000	8,000	513	780	9.75%	2,199	-64.53%
603110	Building Maintenance	123,240	123,240	4,833	7,149	5.80%	5,668	26.13%
604100	Communications	35,000	35,000	514	1,276	3.65%	795	60.50%
604105	Utilities	140,000	140,000	17,118	29,311	20.94%	30,380	-3.65%
608100	Contractual Services	65,000	65,000	7,293	13,283	20.44%	11,847	12.12%
611110	O.C. Sanitation District User Fee	14,120	14,120	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	3,660	3,660	305	915	25.00%	928	-1.42%
<b>3200</b>	<b>Public Facilities Total</b>	<b>436,340</b>	<b>436,340</b>	<b>39,274</b>	<b>72,757</b>	<b>16.67%</b>	<b>61,924</b>	<b>17.49%</b>
<b>3300</b>	<b>Crossing Guard</b>							
608175	Crossing Guard Services	43,165	43,165	1,358	3,966	9.19%	-	100.00%
<b>3300</b>	<b>Crossing Guard Total</b>	<b>43,165</b>	<b>43,165</b>	<b>1,358</b>	<b>3,966</b>	<b>9.19%</b>	<b>-</b>	<b>100.00%</b>

\* = Actual data is reported through September.

**Public Works - Ames**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *	% of Budget		
<b>3400</b>	<b>Parks Maintenance</b>							
501110	Salaries-Regular	75,595	75,595	9,031	18,130	23.98%	11,187	62.06%
501115	Salaries-Overtime	2,500	2,500	479	1,034	41.36%	740	39.73%
502100	Retirement	15,705	15,705	675	2,786	17.74%	2,525	10.34%
502105	Workers Comp Insurance	1,320	1,320	-	180	13.64%	-	100.00%
502110	Health/Life Insurance	11,420	11,420	1,085	2,744	24.03%	1,837	49.37%
502111	Medical In-Lieu Pay	840	840	70	193	22.98%	-	100.00%
502115	Unemployment Insurance	405	405	-	30	7.41%	-	100.00%
502120	Medicare/Fica	1,060	1,060	139	281	26.51%	175	60.57%
502130	Other Benefit Charges	680	680	-	80	11.76%	-	100.00%
602100	Special Dept Expense	5,000	5,000	-	-	0.00%	-	**
603105	Equipment Maintenance	15,000	15,000	4,177	4,698	31.32%	932	404.08%
604105	Utilities	176,000	176,000	17,371	27,896	15.85%	21,185	24.06%
605100	Land Lease	3,000	33,900	-	2,661	7.85%	5,161	-48.44%
608100	Contractual Services	99,700	99,700	6,810	20,430	20.49%	15,284	33.67%
612105	Vehicle Replacement Charge	4,455	4,455	371	1,114	25.01%	1,129	-1.33%
<b>3400</b>	<b>Parks Maintenance Total</b>	<b>412,680</b>	<b>443,580</b>	<b>40,208</b>	<b>82,257</b>	<b>18.54%</b>	<b>60,155</b>	<b>36.74%</b>
<b>3500</b>	<b>Street Maintenance</b>							
501110	Salaries-Regular	106,230	106,230	10,186	22,856	21.52%	18,947	20.63%
501115	Salaries-Overtime	4,000	4,000	768	1,260	31.50%	546	130.77%
502100	Retirement	23,180	23,180	757	3,615	15.60%	4,315	-16.22%
502105	Workers Comp Insurance	1,930	1,930	-	251	13.01%	-	100.00%
502110	Health/Life Insurance	16,000	16,000	1,212	3,143	19.64%	3,086	1.85%
502111	Medical In-Lieu Pay	2,310	2,310	192	529	22.90%	-	100.00%
502115	Unemployment Insurance	615	615	-	45	7.32%	-	100.00%
502120	Medicare/Fica	1,515	1,515	162	357	23.56%	287	24.39%
502130	Other Benefit Charges	970	970	-	112	11.55%	-	100.00%

\* = Actual data is reported through September.

**Public Works - Ames**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *	% of Budget		
<b>3500</b>	<b>Street Maintenance, Continued</b>							
602100	Special Dept Expense	3,000	3,000	-	-	0.00%	-	**
602125	Small Tools	4,000	4,000	-	-	0.00%	921	-100.00%
602140	Materials & Supplies	65,000	65,000	1,253	1,543	2.37%	19,342	-92.02%
603105	Equipment Maintenance	2,000	2,000	610	610	30.50%	-	100.00%
608100	Contractual Services	190,000	190,000	24,892	39,874	20.99%	39,833	0.10%
612105	Vehicle Replacement Charge	18,230	18,230	1,519	4,558	25.00%	2,470	45.81%
710190	Pavement Maintenance	60,000	60,000	-	-	0.00%	-	**
<b>3500</b>	<b>Street Maintenance Total</b>	<b>498,980</b>	<b>498,980</b>	<b>41,551</b>	<b>78,753</b>	<b>15.78%</b>	<b>89,747</b>	<b>-12.25%</b>
<b>3600</b>	<b>Storm Drain Maintenance</b>							
608155	Storm Water Monitor Program	115,860	115,860	-	-	0.00%	460	-100.00%
<b>3600</b>	<b>Storm Drain Maintenance Total</b>	<b>115,860</b>	<b>115,860</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>460</b>	<b>-100.00%</b>
<b>6300</b>	<b>Graffiti Abatement</b>							
501110	Salaries-Regular	38,570	38,570	912	1,571	4.07%	6,949	-342.33%
501115	Salaries-Overtime	8,000	8,000	187	388	4.85%	67	82.73%
502100	Retirement Charges	8,935	8,935	64	213	2.38%	1,579	-641.31%
502105	Workers Comp Insurance	735	735	-	13	1.77%	-	100.00%
502110	Health/Life Insurance	8,215	8,215	174	355	4.32%	1,425	-301.41%
502115	Unemployment Insurance	255	255	-	7	2.75%	-	100.00%
502120	Medicare/Fica	540	540	16	28	5.19%	102	-264.29%
502130	Other Benefit Charges	350	350	-	6	1.71%	-	100.00%
602140	Materials & Supplies	15,000	15,000	2,104	3,125	20.83%	467	569.16%
603105	Equipment Maintenance	7,500	7,500	-	-	0.00%	653	-100.00%
612105	Vehicle Replacement Charge	13,800	13,800	1,150	3,450	25.00%	3,496	-1.33%
<b>6300</b>	<b>Graffiti Abatement Total</b>	<b>101,900</b>	<b>101,900</b>	<b>4,607</b>	<b>9,156</b>	<b>8.99%</b>	<b>14,738</b>	<b>100.00%</b>
<b>TOTAL PUBLIC WORKS</b>		<b>\$ 2,261,890</b>	<b>\$ 2,296,040</b>	<b>\$ 171,706</b>	<b>\$ 383,008</b>	<b>16.68%</b>	<b>\$ 384,298</b>	<b>-0.34%</b>

\* = Actual data is reported through September.

**Community Development-Lilley**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
<b>101</b>	<b>General Fund</b>							
<b>4000</b>	<b>Community Development Administration</b>							
501110	Salaries-Regular	\$ 177,760	\$ 177,760	\$ 18,873	\$ 38,369	21.58%	\$ 13,996	174.14%
502100	Retirement Charges	52,005	52,005	1,579	6,282	12.08%	3,705	69.55%
502105	Workers Comp Insurance	4,280	4,280	-	386	9.02%	-	100.00%
502110	Health/Life Insurance	17,810	17,810	1,356	3,443	19.33%	1,721	100.06%
502115	Unemployment Insurance	345	345	-	-	0.00%	82	-100.00%
502120	Medicare/Fica	2,315	2,315	268	541	23.37%	196	176.02%
502130	Other Benefit Charges	1,145	1,145	-	172	15.02%	-	100.00%
602110	Office Expense	1,000	1,000	229	458	45.80%	253	81.03%
602120	Books/Periodicals	1,200	1,200	-	178	14.83%	99	44.38%
607100	Membership/Dues	1,600	1,600	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	-	-	22	22	**	-	100.00%
607115	Training	1,200	1,200	-	289	24.08%	-	100.00%
612115	Liability Insurance Charge	52,965	52,965	-	43,657	82.43%	38,261	12.36%
<b>4000</b>	<b>Community Development Administration Total</b>	<b>313,625</b>	<b>313,625</b>	<b>22,366</b>	<b>93,847</b>	<b>29.92%</b>	<b>58,313</b>	<b>60.94%</b>
<b>4100</b>	<b>Planning</b>							
501110	Salaries-Regular	207,355	207,355	29,290	56,560	27.28%	43,770	29.22%
501115	Salaries-Overtime	1,200	1,200	232	443	36.92%	478	-7.32%
501125	Salaries-Appointed	9,000	9,000	1,038	2,423	26.92%	1,679	44.31%
502100	Retirement	65,640	65,640	1,889	8,262	12.59%	9,605	-13.98%
502105	Workers Comp Insurance	5,655	5,655	-	540	9.55%	-	100.00%
502110	Health/Life Insurance	29,995	29,995	2,034	6,021	20.07%	5,877	2.45%
502115	Unemployment Insurance	900	900	-	6	0.67%	137	-95.62%
502120	Medicare/Fica	3,140	3,140	443	860	27.39%	652	31.90%
502130	Other Benefit Charges	2,095	2,095	-	240	11.46%	-	100.00%
602110	Office Expense	-	-	-	-	**	(99)	-100.00%
602115	Postage	750	750	54	(103)	-13.73%	313	403.88%
602140	Materials & Supplies	1,000	1,000	-	-	0.00%	-	**

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\* = Actual data is reported through September.

**Community Development-Lilley**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
<b>4100</b>	<b>Planning, Continued</b>							
607100	Membership/Dues	2,500	2,500	-	721	28.84%	-	100.00%
607110	Travel/Conference/Meetings	8,200	8,200	-	-	0.00%	-	**
607115	Training	1,550	1,550	-	-	0.00%	-	**
608100	Contractual Services	4,000	4,000	-	-	0.00%	-	**
608105	Professional Services	-	261,087	-	4,763	1.82%	-	100.00%
608135	Microfilming	1,000	1,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	610	610	51	153	25.08%	154	-0.65%
<b>4100</b>	<b>Planning Total</b>	<b>344,590</b>	<b>605,677</b>	<b>35,031</b>	<b>80,889</b>	<b>13.36%</b>	<b>62,566</b>	<b>29.29%</b>
<b>4200</b>	<b>Building Regulation</b>							
501110	Salaries-Regular	50,370	50,370	5,542	10,982	21.80%	12,858	-14.59%
502100	Retirement	14,085	14,085	421	1,692	12.01%	2,915	-41.96%
502105	Workers Comp Insurance	1,130	1,130	-	108	9.56%	-	100.00%
502110	Health/Life Insurance	9,760	9,760	737	1,815	18.60%	2,217	-18.13%
502111	Medical In-Lieu Pay	-	-	31	92	**	-	100.00%
502115	Unemployment Insurance	300	300	-	104	34.67%	27	285.19%
502120	Medicare/Fica	730	730	81	161	22.05%	182	-11.54%
502130	Other Benefit Charges	480	480	-	48	10.00%	-	100.00%
602110	Office Expense	200	200	-	11	5.50%	33	-66.67%
602115	Postage	700	700	-	4	0.57%	43	-90.70%
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%	-	**
608115	Inspection Services	700,000	700,000	20,976	20,976	3.00%	238,420	-91.20%
608135	Microfilming	2,000	2,000	-	-	0.00%	-	**
611116	Payment to Other Agencies	2,250	2,250	-	-	0.00%	-	**
<b>4200</b>	<b>Building Regulation Total</b>	<b>784,255</b>	<b>784,255</b>	<b>27,788</b>	<b>35,993</b>	<b>4.59%</b>	<b>256,695</b>	<b>-85.98%</b>

\* = Actual data is reported through September.

**Community Development-Lilley**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
<b>4400</b>	<b>Business Relations</b>							
607100	Membership/Dues	2,000	2,000	-	-	0.00%	-	**
607115	Training	2,500	2,500	-	-	0.00%	-	**
608100	Contractual Services	2,250	2,250	-	-	0.00%	-	**
608105	Professional Services	15,000	15,000	-	-	0.00%	-	**
608145	Information Technology	3,750	3,750	-	-	0.00%	50	-100.00%
609100	Special Events	12,300	12,300	-	-	0.00%	-	**
<b>4400</b>	<b>Business Relations</b>	<b>37,800</b>	<b>37,800</b>	<b>-</b>	<b>-</b>	<b>0.00%</b>	<b>50</b>	<b>-100.00%</b>
<b>101</b>	<b>GENERAL FUND TOTAL</b>	<b>\$ 1,480,270</b>	<b>\$ 1,741,357</b>	<b>\$ 85,185</b>	<b>\$ 210,729</b>	<b>12.10%</b>	<b>\$ 377,624</b>	<b>-44.20%</b>
<b>102</b>	<b>General Fund (Transactions &amp; Use Tax)</b>							
<b>4100</b>	<b>Planning</b>							
608105	Professional Services	-	5,310	-	-	0.00%	-	**
<b>102</b>	<b>TRANSACTIONS AND USE TAX TOTAL</b>	<b>\$ -</b>	<b>\$ 5,310</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>**</b>
	<b>TOTAL COMMUNITY DEVELOPMENT</b>	<b>\$ 1,480,270</b>	<b>\$ 1,746,667</b>	<b>\$ 85,185</b>	<b>\$ 210,729</b>	<b>12.06%</b>	<b>\$ 377,624</b>	<b>-44.20%</b>

\* = Actual data is reported through September.

**Community Service - Bobadilla**  
**September 2021 General Fund Expenditures (25% of year)**

Acct. No.	Description			FY 2021/22			FY 2020/21	% Change From Prior Year
		FY 2021/22 Adopted Budget	FY 2021/22 Amended Budget	Activity During September	Year to Date Actual *	% of Budget		
<b>101</b>	<b>General Fund</b>							
<b>5000</b>	<b>Public Information Office</b>							
501110	Salaries-Regular	\$ 82,975	\$ 82,975	\$ 9,471	\$ 17,409	20.98%	\$ -	100.00%
502100	Retirement Charges	18,765	18,765	719	2,574	13.72%	-	100.00%
502105	Workers Comp Insurance	1,575	1,575	-	157	9.97%	-	100.00%
502110	Health/Life Insurance	12,445	12,445	977	2,444	19.64%	-	100.00%
502115	Unemployment Insurance	375	375	-	-	0.00%	-	**
502120	Medicare/Fica	1,190	1,190	137	252	21.18%	-	100.00%
502130	Other Benefit Charges	775	775	-	70	9.03%	-	100.00%
602113	Social Media	2,500	2,500	155	155	6.20%	-	100.00%
607100	Membership/Dues	-	-	-	252	**	-	100.00%
<b>5000</b>	<b>Public Information Office</b>	<b>120,600</b>	<b>120,600</b>	<b>11,459</b>	<b>23,313</b>	<b>19.33%</b>	<b>-</b>	<b>100.00%</b>
<b>5100</b>	<b>Community Services Administration</b>							
501110	Salaries-Regular	279,875	279,875	29,979	62,077	22.18%	70,069	-11.41%
501120	Salaries-Part Time	1,840	1,840	365	927	50.38%	9,970	-90.70%
502100	Retirement	65,905	65,905	3,117	11,512	17.47%	17,344	-33.63%
502105	Workers Comp Insurance	4,940	4,940	-	647	13.10%	-	100.00%
502110	Health/Life Insurance	29,000	29,000	2,240	5,856	20.19%	9,264	-36.79%
502111	Medical In-Lieu Pay	6,000	6,000	500	1,625	27.08%	-	100.00%
502115	Unemployment Insurance	900	900	-	-	0.00%	9	-100.00%
502120	Medicare/Fica	3,890	3,890	432	897	23.06%	1,143	-21.52%
502130	Other Benefit Charges	2,245	2,245	-	283	12.61%	-	100.00%
602100	Special Dept Expense	18,950	16,950	430	981	5.79%	1,584	-38.07%
602110	Office Expense	3,185	3,185	-	95	2.98%	187	-49.20%
602115	Postage	500	500	1	8	1.60%	240	-2900.00%
603110	Building Maintenance	10,485	10,485	-	450	4.29%	-	100.00%
607100	Membership/Dues	1,160	1,160	-	892	76.90%	-	100.00%
607115	Training	1,500	1,500	-	-	0.00%	-	**

\* = Actual data is reported through September.

**Community Service - Bobadilla**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *	% of Budget		
<b>5100</b>	<b>Community Services Administration, Continued</b>							
609100	Special Events	11,500	13,500	260	1,472	10.90%	-	100.00%
612105	Vehicle Replacement Charge	7,845	7,845	654	1,961	25.00%	1,700	13.31%
612115	Liability Insurance Charge	59,295	59,295	-	48,874	82.43%	53,636	-9.74%
<b>5100</b>	<b>Community Services Administration Total</b>	<b>509,015</b>	<b>509,015</b>	<b>37,978</b>	<b>138,557</b>	<b>27.22%</b>	<b>165,168</b>	<b>-16.11%</b>
<b>5200</b>	<b>Community Center Operations</b>							
501110	Salaries-Regular	34,750	34,750	2,569	6,740	19.40%	-	100.00%
501115	Salaries-Overtime	-	-	17	17	**	-	100.00%
501120	Salaries-Part Time	92,150	92,150	3,048	6,335	6.87%	97	98.47%
502100	Retirement	14,905	14,905	332	1,438	9.65%	-	100.00%
502105	Workers Comp Insurance	2,260	2,260	-	148	6.55%	-	100.00%
502110	Health/Life Insurance	6,130	6,130	280	954	15.56%	-	100.00%
502111	Medical In-Lieu Pay	2,700	2,700	250	625	23.15%	-	100.00%
502115	Unemployment Insurance	1,500	1,500	-	-	0.00%	-	**
502120	Medicare/Fica	1,855	1,855	85	199	10.73%	1	99.50%
502130	Other Benefit Charges	1,370	1,370	-	38	2.77%	-	100.00%
602100	Special Dept Expense	4,820	4,820	830	967	20.06%	-	100.00%
602110	Office Expense	1,000	1,000	-	-	0.00%	-	**
603110	Building Maintenance	6,695	6,695	304	1,161	17.34%	821	41.41%
612105	Vehicle Replacement Charge	395	395	33	99	25.06%	100	-1.01%
<b>5200</b>	<b>Community Center Operations</b>	<b>170,530</b>	<b>170,530</b>	<b>7,748</b>	<b>18,721</b>	<b>10.98%</b>	<b>1,019</b>	<b>94.56%</b>
<b>5300</b>	<b>Park Operations</b>							
501110	Salaries-Regular	76,300	76,300	7,997	16,260	21.31%	11,522	41.12%
501115	Salaries-Overtime	-	-	650	992	**	-	100.00%
501120	Salaries-Part Time	102,715	102,715	10,780	23,178	22.57%	12,066	92.09%
502100	Retirement	15,310	15,310	607	2,538	16.58%	2,620	-3.13%
502105	Workers Comp Insurance	3,540	3,540	-	409	11.55%	-	100.00%
502110	Health/Life Insurance	11,275	11,275	785	2,033	18.03%	1,769	14.92%
502111	Medical In-Lieu Pay	2,000	2,000	125	400	20.00%	-	100.00%

\* = Actual data is reported through September.

**Community Service - Bobadilla**  
**September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
<b>5300</b>	<b>Park Operations, Continued</b>							
502115	Unemployment Insurance	2,025	2,025	124	208	10.27%	75	177.33%
502120	Medicare/Fica	2,545	2,545	284	592	23.26%	349	69.63%
502130	Other Benefit Charges	2,260	2,260	-	79	3.50%	-	100.00%
602100	Special Dept Expense	5,500	5,500	115	394	7.16%	-	100.00%
602110	Office Expense	1,000	1,000	-	-	0.00%	91	-100.00%
<b>5300</b>	<b>Park Operations</b>	<b>224,470</b>	<b>224,470</b>	<b>21,467</b>	<b>47,083</b>	<b>20.98%</b>	<b>28,492</b>	<b>65.25%</b>
<b>5400</b>	<b>Senior Citizens Programs</b>							
501110	Salaries-Regular	18,040	18,040	2,584	5,002	27.73%	2,026	146.89%
501120	Salaries-Part Time	31,995	31,995	2,814	7,384	23.08%	6,176	19.56%
502100	Retirement	3,470	3,470	196	761	21.93%	461	65.08%
502105	Workers Comp Insurance	880	880	-	138	15.68%	-	100.00%
502110	Health/Life Insurance	2,890	2,890	277	668	23.11%	341	95.89%
502111	Medical In-Lieu Pay	1,050	1,050	100	300	28.57%	-	100.00%
502115	Unemployment Insurance	600	600	-	-	0.00%	-	**
502120	Medicare/Fica	725	725	80	184	25.38%	121	52.07%
502130	Other Benefit Charges	665	665	-	24	3.61%	-	100.00%
609200	Senior Nutrition Program	1,200	1,500	165	281	18.73%	-	100.00%
<b>5400</b>	<b>Senior Citizens Programs</b>	<b>61,515</b>	<b>61,815</b>	<b>6,216</b>	<b>14,742</b>	<b>23.85%</b>	<b>9,125</b>	<b>61.56%</b>
<b>5500</b>	<b>Recreation Programs</b>							
602115	Postage Clearing Account	9,000	9,000	-	3,047	33.86%	-	100.00%
602150	Recreation Brochure Mailing	23,100	23,100	-	7,521	32.56%	-	100.00%
608150	Contractual Recreation Program	16,800	16,800	4,662	5,078	30.23%	-	100.00%
<b>5500</b>	<b>Recreation Programs</b>	<b>48,900</b>	<b>48,900</b>	<b>4,662</b>	<b>15,646</b>	<b>32.00%</b>	<b>-</b>	<b>100.00%</b>
<b>TOTAL COMMUNITY SERVICES</b>		<b>\$ 1,135,030</b>	<b>\$ 1,135,330</b>	<b>\$ 89,530</b>	<b>\$ 258,062</b>	<b>22.73%</b>	<b>\$ 203,804</b>	<b>26.62%</b>

\* = Actual data is reported through September.

**Transfers to Other Funds-Bannigan  
September 2021 General Fund Expenditures (25% 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 September	Year to Date Actual *			
<b>101</b>	<b>General Fund</b>							
<b>1600</b>	<b>Non-Departmental</b>							
800250	Transfer to FACT Grant	\$ 17,100	\$ 17,100	\$ 1,425	\$ 4,275	25.00%	\$ 6,188	-44.75%
800251	Transfer to Senior Transportation Fund	10,565	10,565	872	1,451	13.73%	770	88.44%
800280	Transfer to SCP Maintenance Fund	41,140	41,140	3,428	10,285	25.00%	-	100.00%
	<b>TOTAL TRANSFERS OUT</b>	<b>\$ 68,805</b>	<b>\$ 68,805</b>	<b>\$ 5,725</b>	<b>\$ 16,011</b>	<b>23.27%</b>	<b>\$ 6,958</b>	<b>130.11%</b>

\* = Actual data is reported through September.

**General Fund - Fund Balance Status**

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<u>Reserves as of June 30, 2021:</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
Available Fund Balance (unreserved)	7,198,677	363,790	7,562,467
<b>Total Fund Balance (Reserves &amp; Available Fund Balance) as of June 30, 2021 **</b>	<b>20,324,677</b>	<b>363,790</b>	<b>20,688,467</b>
Estimated increase (decrease) of fund balance during Fiscal Year 2021-22	(33,130)	-	(33,130)
<b>Total Projected Fund Balance (Reserves &amp; Available Fund Balance) as of June 30, 2022</b>	<b>\$ 20,291,547</b>	<b>\$ 363,790</b>	<b>\$ 20,655,337</b>

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).

\*\* - Preliminary balance pending completion of City's Fiscal Year 2020/21 year end close and audited financial statements.

**HOUSING AUTHORITY FUND (#285)**  
**September 2021 Revenues and Expenditures (25% 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 September	Year to Date Actual *	% of Budget			
REVENUES									
435100	Interest	\$ 150,000	\$ 150,000	\$ 8,025	\$ 8,025	5.35%	\$ 34,426	-328.98%	
435110	Unrealized Gains/Losses	-	-	(5,091)	(2,758)	**	(10,413)	-277.56%	
436140	Tina Way/Pacific Ave. Property Rent	500,000	500,000	1,410	4,230	0.85%	112,404	-96.24%	
437135	Expense Reimbursement	2,000	2,000	-	-	0.00%	1,171	-100.00%	
TOTAL REVENUES		\$ 652,000	\$ 652,000	\$ 4,344	\$ 9,497	1.46%	\$ 137,588	-93.10%	
ESTIMATED EXPENDITURES AND OTHER USES									
Salaries and Benefits									
501110	Salaries-Regular	259,540	259,540	15,525	31,289	12.06%	26,657	17.38%	
501115	Salaries-Overtime	5,000	5,000	64	109	2.18%	-	100.00%	
501120	Salaries-Part-Time	2,230	2,230	272	540	24.22%	458	17.90%	
502100	Retirement	71,340	71,340	946	5,612	7.87%	5,851	-4.08%	
502105	Workers' Compensation	4,500	4,500	-	317	7.04%	-	100.00%	
502110	Health/Life Insurance	36,455	36,455	1,116	3,008	8.25%	2,661	13.04%	
502111	Medical in Lieu	480	480	60	180	37.50%	-	100.00%	
502115	Unemployment Insurance	1,035	1,035	-	-	0.00%	27	-100.00%	
502120	Medicare/FICA	3,675	3,675	216	434	11.81%	368	15.21%	
502130	Other Benefits	2,205	2,205	-	139	6.30%	-	100.00%	
608130	Temporary Help	-	-	-	-	**	231	-100.00%	
Total-Salaries and Benefits		386,460	386,460	18,199	41,628	10.77%	36,253	14.83%	
Maintenance and Operations									
602110	Office Expense	1,000	1,000	-	-	0.00%	-	**	
602115	Postage	500	500	14	14	2.80%	66	-78.79%	
602140	Materials and Supplies	5,000	5,000	-	-	0.00%	-	**	
603120	Minor Repairs	15,000	15,000	-	-	0.00%	1,911	-100.00%	
604105	Utilities	50,000	50,000	-	3,699	7.40%	4,416	-19.38%	
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%	-	**	

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**HOUSING AUTHORITY FUND (#285)**  
**September 2021 Revenues and Expenditures (25% 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 September	Year to Date Actual *	% of Budget		
Maintenance and Operations , Continued								
608100	Contractual Services	-	2,457,940	737	2,088	0.08%	-	100.00%
608105	Professional Services	437,000	410,000	14,267	34,783	8.48%	642	98.15%
610135	Relocation Assistance	40,000	40,000	3,045	5,551	13.88%	68,376	-1131.78%
610230	Navigation Center (North SPA)	30,000	30,000	-	-	0.00%	-	**
611110	O.C. Sanitation User Fee	21,400	21,400	-	-	0.00%	-	**
Total-Maintenance and Operations		608,700	3,039,640	18,063	46,135	1.52%	80,041	-42.36%
Allocated Charges								
612105	Vehicle Replacement Charge	10,075	10,075	840	2,519	25.00%	768	69.51%
612115	Liability Insurance Charge	16,190	16,190	-	13,345	82.43%	-	100.00%
612140	Information Technology Charge	24,075	24,075	2,006	6,019	25.00%	4,428	26.43%
614205	Admin Overhead	40,100	40,100	-	2,526	6.30%	4,545	-44.42%
Total-Allocated Charges		90,440	90,440	2,846	24,409	26.99%	9,741	150.58%
Capital Outlay								
760100	Demolition/Condemnation	-	-	-	-	**	227	-100.00%
Total-Capital Outlay		-	-	-	-	**	227	-100.00%
TOTAL EXPENDITURES		\$ 1,085,600	\$ 3,516,540	\$ 39,108	\$ 112,172	3.19%	\$ 126,262	-11.16%
REVENUES OVER (UNDER) EXPENDITURES		\$ (433,600)	\$ (2,864,540)	\$ (34,764)	\$ (102,675)		\$ 11,326	

\* = Actual data is reported through September.

\$ 1.01

## ATTACHMENT E

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

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

Available Fund Balance as of June 30, 2021 **	\$ 10,582,511
Estimated increase (decrease) of fund balance during Fiscal Year 2021-22	<u>171,860</u>
<b>Projected Available Fund Balance as of June 30, 2022</b>	<b><u><u>\$ 10,754,371</u></u></b>

\*\* - Preliminary balance pending completion of City's Fiscal Year 2020/21 year end close and audited financial statements.

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

Task Code	Description	Adopted Budget 2021/22	FY 2020/21 Budget Carryover	Amended Budget 2021/22	YTD Actual 2021/22	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
<b>Street Projects</b>								
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	17,839	31,414	2.3%	\$ 2,075,000
2022-102	Citywide Street Sign Replacement	150,000	-	150,000	-	-	0.0%	150,000
<b>Total Street Projects</b>		<b>\$ 2,225,000</b>	<b>\$ 249,993</b>	<b>\$ 2,474,993</b>	<b>\$ 17,839</b>	<b>\$ 141,198</b>	<b>6.4%</b>	<b>\$ 2,315,956</b>
<b>Parks Projects</b>								
2021-201	Park Master Plan	\$ -	\$ 100,870	\$ 100,870	\$ -	\$ -	0.0%	\$ 100,870
2021-202	Hollenbeck Rubber Replacement	-	200,735	200,735	-	-	0.0%	200,735
2021-203	Premier Park Play Equipment and Rubber	-	200,735	200,735	-	-	0.0%	200,735
2021-204	Harry Dotson Rubber	-	70,510	70,510	-	-	0.0%	70,510
2021-205	Dog Park (design)	50,000	-	50,000	-	-	0.0%	50,000
2022-201	Family Resource Center Improvements	425,000	-	425,000	-	-	0.0%	425,000
2022-202	Rehabilitate Building at Dotson Park	141,000	-	141,000	-	-	0.0%	141,000
<b>Total Parks Projects</b>		<b>\$ 616,000</b>	<b>\$ 572,850</b>	<b>\$ 1,188,850</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ 1,188,850</b>
<b>Sewer</b>								
2022-301	Sewer Master Plan Update	\$ 500,000	-	\$ 500,000	-	-	0.0%	\$ 500,000
<b>Total Sewer</b>		<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ 500,000</b>
<b>GRAND TOTAL</b>		<b>\$ 3,341,000</b>	<b>\$ 822,843</b>	<b>\$ 4,163,843</b>	<b>\$ 17,839</b>	<b>\$ 141,198</b>	<b>3.8%</b>	<b>\$ 4,004,806</b>
<b>Funding Source</b>								
211	Gas Tax Fund	\$ 381,431	\$ -	\$ 381,431	\$ -	\$ -	0.0%	\$ 381,431
215	Road Maintenance Rehabilitation Account (RMRA) (SB-1)	1,060,640	49,253	1,109,893	17,839	31,414	4.4%	1,060,640
220	Measure M Turnback Fund	750,000	174,740	924,740	-	83,784	9.1%	840,956
222	CDBG Grant Fund	350,000	-	350,000	-	-	0.0%	350,000
262	Traffic Signal Impact Fees Fund	-	26,000	26,000	-	26,000	100.0%	-
263	Community Center Impact Fees Fund	141,000	-	141,000	-	-	0.0%	141,000
305	Capital Projects Fund (Reserves)	32,929	-	32,929	-	-	0.0%	32,929
310	Park In-Lieu Fund	125,000	572,850	697,850	-	-	0.0%	697,850
501	Sewer Maintenance Fund	500,000	-	500,000	-	-	0.0%	500,000
<b>GRAND TOTAL</b>		<b>\$ 3,341,000</b>	<b>\$ 822,843</b>	<b>\$ 4,163,843</b>	<b>\$ 17,839</b>	<b>\$ 141,198</b>	<b>3.8%</b>	<b>\$ 4,004,806</b>

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** November 9, 2021

**SUBJECT: JOINT POWERS AGREEMENT FOR THE PUBLIC CABLE TELEVISION AUTHORITY**

### **REPORT IN BRIEF:**

Consideration of the second amended and stated Joint Powers Agreement (JPA) with the Cities of Fountain Valley and Westminster for the continuance of the Public Cable Television Authority (PCTA).

### **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. Authorize the Mayor to execute the Public Cable Television Authority Second Amended and Restated Joint Powers Agreement.

### **BACKGROUND:**

The Cities of Stanton, Fountain Valley, and Westminster (collectively, the "Parties") are the three current members of the Public Cable Television Authority ("PCTA"). On December 26, 1990, the Parties, along with the City of Huntington Beach, entered into a Joint Powers Agreement to create the PCTA. On April 20, 2004, the founding members entered into a restated and amended Joint Powers Agreement to continue the PCTA. On January 22, 2019, the City of Huntington Beach gave notice to the PCTA that they will terminate their membership with the PCTA, effective July 22, 2019.

The PCTA is a separate public entity pursuant to the provisions of the Joint Exercise of Powers Act, created to collectively exercise the common powers of the Parties relating to community antenna television systems, Open Video Systems, or Cable Television Systems, as well as any and all services provided on or through said systems. These common powers include:

- Administering franchises;
- Administering and programming channels allocated for city, school, public safety, and community uses;

- Conducting research (including public surveys) regarding cable systems;
- Appearing before and/or communicating with administrative or legislative bodies (including state, federal, and local bodies) regarding cable systems; and
- Providing advisory and consultation services to Party members in relation to such subject areas as telecommunications, public rights-of-way management, public right-of-way compensation, regulation of wireless carriers, wireless siting, telecommunication services, internet services, internet technology, internet protocols, information services, broadband deployment, and additional related fields.

Each month, the PCTA Board of Directors, comprised of representatives from each of the Parties, meet with the PCTA Supervising Manager and staff to discuss the PCTA operating budget, business items, and service requests, as well as respond to citizen inquires and legislation, all to ensure the best possible cable service for the residents the PCTA serves.

The exit of the City of Huntington Beach provided the PCTA Board of Directors the opportunity to revisit the PCTA Joint Powers Agreement. On October 20, 2021, the PCTA board unanimously (with one absence) passed the attached second amended and restated Joint Powers Agreement (“the Agreement”).

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

In addition to cleaning up language within the Joint Powers Agreement, the Agreement, among other things, changes:

- The composition and duties of some PCTA Board officers and employees,
- The eligibility and admission process for additional members, and
- The procedure for and effect of member withdrawal from the PCTA.

The Agreement also clarifies the PCTA’s fiscal operations. Two members of the Stanton City Council, Mayor David Shawver and Councilmember Carol Warren, hold Board positions on the PCTA. Both members have been instrumental in the discussions and creation of the revisions. The Agreement must be passed by the governing bodies of each Party before the Agreement takes effect.

#### **FISCAL IMPACT:**

None. There are no financial impacts on the City of Stanton by approving the recommended revisions.

#### **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:**

The City Attorney has reviewed the attached Joint Powers Agreement.

**STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:**

1. Provide a safe community.
2. Provide a strong local economy.
5. Provide a high quality of life.
6. Promote and maintain a responsive, high-quality, and transparent government.

**PUBLIC NOTIFICATION:**

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

Prepared by:

Approved as to form by:

/s/ Jason Huynh

/s/ HongDao Nguyen

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Jason Huynh  
Management Analyst

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HongDao Nguyen  
City Attorney

Approved by:

/s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager

**Attachment(s):**

- A. PCTA Second Amended and Restated Joint Powers Agreement
- B. Redline of the Joint Powers Agreement

**PUBLIC CABLE TELEVISION AUTHORITY  
SECOND AMENDED AND RESTATED  
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT ("**Agreement**"), dated for convenience as of \_\_\_\_\_, is entered into by and among the City of Fountain Valley ("**Fountain Valley**"); the City of Stanton ("**Stanton**"); and the City of Westminster ("**Westminster**"), each created pursuant to the Constitution and laws of the State of California, and collectively referred to as "**Members**" or "**Parties**."

**RECITALS**

A. The Parties previously entered into an agreement entitled "Joint Powers Agreement – Public Cable Television Authority" dated as of December 26, 1990, to create the "Public Cable Television Authority" ("**PCTA**"), as amended by the "Restated and Amended Joint Powers Agreement – Public Cable Television Authority," dated as of April 20, 2004 (collectively, the "**Prior Joint Powers Agreement**"); and

B. The Parties desire to replace the Prior Joint Powers Agreement; and

C. The Parties desire to enter into a new agreement which continues in existence the PCTA as a separate public entity pursuant to the provisions of the Joint Exercise of Powers Act for the purposes set forth herein, and desires that PCTA have the powers provided herein in connection with such purposes.

NOW, THEREFORE, the Parties, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

**SECTION 1:**            **PURPOSE**

This Agreement is made pursuant to the provisions of Articles 1 through 4 of Chapter 5, Division 7, Title 1, of the Government Code of the State of California (the "**Joint Exercise of Powers Act**"), to create a separate public entity possessing full police power regulatory authority for the purposes of exercising the common powers of the Parties relating to community antenna television systems, Open Video Systems, or Cable Television Systems (collectively, "**Cable Systems**"), and any and all services, provided on or through said Cable Systems. Such common powers include, but are not limited to, administering franchises; administering and programming channels allocated for city, school, public safety or community uses; conducting research; appearing before or communicating with administrative or legislative bodies (including State, Federal and Local bodies); and all other necessary and incidental powers with respect to Cable Systems and the services provided on or through those systems.

## SECTION 2: DEFINITIONS

In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified, unless the context requires otherwise.

2.1 Fiscal Year. The term “**Fiscal Year**” shall mean the Fiscal Year of the PCTA as established from time to time by the Board of Directors, being at the date of this Agreement the period from July 1 to and including the following June 30.

2.2 Member. The term “**Member**” shall mean: (i) the Parties first listed above, each of which is a city located in the State of California and each of which executed this Agreement on or before the date first above written; and (ii) a city, county, public corporation, special district, school district, or other public agency which shall have met the requirements of Section 12 hereof.

2.3 PCTA. The term “**Public Cable Television Authority**” or “**PCTA**” shall mean the separate, public entity created by this Agreement.

## SECTION 3: CREATION OF AGENCY

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity, to be known as the “Public Cable Television Authority” which shall be a public entity separate and apart from the Members.

## SECTION 4: TERM

This Agreement shall become effective as of the date hereof and shall continue in full force until terminated by the Parties as provided in Section 14 of this Agreement.

## SECTION 5: POWERS

5.1 General Powers. The PCTA shall at all times have power to do or cause to be done those things necessary, convenient, and appropriate to accomplish the purposes of this Agreement as set forth in Section 1 hereof. Pursuant to Government Code section 6509, PCTA’s powers shall be exercised subject to the restrictions applicable to Fountain Valley, a California general law city, in exercising such powers.

5.2 Specific Powers. Subject to the limitations in Section 5.1 above, the PCTA is hereby authorized and empowered, in its own name, to do or cause to be done all acts necessary, convenient, and appropriate for the exercise of said power, including but not limited to any or all of the following:

5.2.1 To conduct and perform research (including public surveys) with respect to Cable Systems;

5.2.2 To appear before and communicate with administrative and legislative bodies (including State, Federal and Local) with respect to Cable Systems;

5.2.3 To make and enter into contracts of every kind with a Member, the United States, any state or political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind;

5.2.4 To employ agents and employees;

5.2.5 To lease, acquire, construct, manage, maintain or operate any building, works or improvements;

5.2.6 To acquire, hold or dispose of property;

5.2.7 To incur debts, liabilities or obligations which, except as otherwise provided in Section 11, do not constitute a debt, liability or obligation of any Member;

5.2.8 To sue and be sued in its own name;

5.2.9 To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and governmental entities, provided that PCTA consents to such gifts, contributions and donations;

5.2.10 To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the PCTA;

5.2.11 To apply for, accept, receive and disburse grants, donations, and loans from local, State, or federal agencies or from individuals or businesses;

5.2.12 To establish a budget and authorize expenditures therefrom;

5.2.13 To invest money in its treasury, pursuant to Government Code section 6505.5 *et seq.*, that is not required for the immediate necessities of the PCTA, as the PCTA determines advisable, in the same manner and on the same conditions as local agencies pursuant to Government Code section 53601;

5.2.14 To carry out and enforce all provisions of this Agreement;

5.2.15 To provide advisory and consultation services, upon written request of the Member and reimbursement for the cost of said services, in relation to such subject areas as telecommunications, public rights-of-way management, public right-of-way compensation, regulation of wireless carriers, wireless siting, telecommunication services, internet services, internet technology, internet protocols, information services, broadband deployment, and any and all related fields;

5.2.16 To program channels under the control of the PCTA or its Members;  
and

5.2.17 To exercise any and all powers provided for by the Joint Exercise of Powers Act including, without limitation, Government Code section 6584 *et seq.*, as they exist on the Effective Date of this Agreement or may hereafter be amended.

## SECTION 6: BOARD OF DIRECTORS

6.1 Creation. The PCTA shall be administered by a governing board which shall consist of two (2) Directors representing each Member. The governing board shall be known as the "Board of Directors of the Public Cable Television Authority" ("**Board of Directors**" or "**Board**"). The governing body of each Member shall appoint, from time to time, two (2) Directors. The Directors representing each Member shall be members of the governing body of such Member, provided however, that when such Director is no longer a member of the appointing governing body, such Director will be deemed to no longer be a Director. Each Director will serve in his/her individual capacity as a member of the Board of Directors. Each Director shall serve at the pleasure of the appointing governing body and may be removed at any time, with or without cause, at the sole discretion of the appointing governing body.

6.2 Powers of the Board. The Board of Directors shall have the responsibility for the general management of the affairs, property and business of the PCTA and may adopt and modify from time to time such bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The Board of Directors may exercise and shall be vested with all powers of the PCTA insofar as not inconsistent with applicable law or this Agreement. The Board of Directors may delegate certain powers in its discretion; provided, however, that it shall not delegate its legislative powers.

6.3 Compensation. The Board of Directors may adopt a resolution providing that each member of the Board of Directors shall receive compensation in the amount of One Hundred Dollars (\$100.00) per meeting of the Board of Directors. Such compensation may be increased or decreased by an amendment to the Resolution adopting such compensation, provided, however, that the amount of such increase may not exceed an amount equal to five percent (5%) for each Fiscal Year from the operative date of the last adjustment of compensation in effect when the Resolution or amendment thereto is adopted. Notwithstanding the provisions of this Section 6.3, Board compensation shall be subject to any additional limits or requirements established by applicable law.

## SECTION 7: MEETINGS OF BOARD OF DIRECTORS

All meetings of the Board of Directors, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Government Code section 54950).

7.1 Regular Meetings. The Board of Directors shall hold a regular meeting not less than once each calendar year. The date, hour, and place of regular meetings shall

be fixed by resolution of the Board of Directors and a copy of such resolution shall be filed with each Member.

7.2 Special Meetings. Special meetings of the Board of Directors may be called in accordance with the provisions of Government Code section 54956.

7.3 Meeting Notice. All meetings of the Board of Directors shall be held subject to the provisions of the laws of the State of California requiring notice of meetings of public bodies to be given in the manner provided in such laws.

7.4 Minutes. The Clerk of the PCTA shall cause to be kept minutes of the meetings of the Board of Directors, both regular and special, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

7.5 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that, if less than a majority is present at a meeting, a majority of those Directors present may adjourn the meeting from time to time.

7.6 Voting. Each Director shall have one vote. When a quorum is present at a meeting of the Board of Directors, the vote of the Directors present at such meeting shall decide any question brought before such meeting and such decision shall be deemed to be the action of the Board of Directors. The vote of a majority of all Directors of the Board of Directors shall decide any question, except as provided in Sections 9.7, 12.2, and 14.4 of this Agreement, or as otherwise required by applicable law. In the event of a tie vote, the matter being considered is deemed not to pass.

## SECTION 8: OFFICERS AND EMPLOYEES

8.1 Election and Appointment of Officers; Terms. At its first meeting in each calendar year, the Board of Directors shall elect or re-elect a Chair and a Vice Chair, each of whom shall be selected from among the Directors and shall also appoint or re-appoint a Clerk and a Treasurer, each of whom may, but need not be selected from among the Directors. The term of office for the Chair, Vice Chair, Clerk, and Treasurer shall be one year, or until his or her successor is elected or appointed.

8.2 Duties of Chair and Vice Chair. The Chair, or in his or her absence the Vice Chair, shall preside at and conduct all meetings of the Board of Directors and perform such other duties as are specified by the Board of Directors or applicable law.

8.3 Clerk. The Clerk shall be responsible for the minutes and other records of the proceedings of the Board of Directors and shall perform such other duties as specified by the Board.

8.4 Treasurer. The Executive Director is designated as the Treasurer of PCTA, unless the Board of Directors provides otherwise by resolution. The Treasurer: (i) shall be the depository of PCTA and have custody of all the money of PCTA, from whatever source, (ii) shall draw warrants to pay demands against PCTA and present such warrants

to the Board of Directors for approval, and (iii) shall have the other powers, duties and responsibilities of such officers as specified in Government Code sections 6505.5 and 6505.6.

8.5 Vacancies. In the event that the Chair, Vice Chair, Clerk or Treasurer so elected or appointed ceases (in the case of the Chair or Vice Chair) to be a Director or resigns from such office, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs, or as soon thereafter as is reasonably practical.

8.6 Official Bond. The Treasurer is designated as the public officer or person who has charge of, handles, or has access to any property of PCTA, and shall file an official bond or legal equivalent with the Clerk of PCTA in the amount of \$100,000.00.

8.7 Additional Duties. In addition to the powers, duties and responsibilities provided herein or by law, the Chair, the Vice Chair, the Treasurer and the Clerk shall have such powers, duties and responsibilities as are provided in any bylaws or other rules and regulations adopted by the Board of Directors. The Treasurer shall have such powers, duties and responsibilities as are provided herein or by law.

8.8 Executive Director and Attorney. The Board of Directors shall have the power to appoint, or contract to employ, an Executive Director and Attorney, each of whom shall have such powers, duties and responsibilities as are determined by the Board of Directors. The Board of Directors shall also have the power to appoint a Member to perform the duties of the Executive Director pursuant to a separate written agreement approved by the Board of Directors and the Member's governing body.

8.9 Additional Officers and Employees. The Board of Directors shall have the power to appoint, or contract to employ, such other officers and employees as it may deem necessary, any of whom may be employees of a Member, and who shall have such powers, duties and responsibilities as are determined by the Board of Directors.

8.10 Privileges and Immunities. To the fullest extent allowed by law, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

8.11 PCTA Employment. None of the officers, agents or employees, if any, directly employed by the PCTA shall be deemed, by reason of their employment by the PCTA, to be employed by any Member or, by reason of their employment by the PCTA, to be subject to any of the requirements of any Member.

## SECTION 9: FINANCES

9.1 Annual Budget. Annually, prior to July 1 of each year, the Board shall adopt a budget for all expenditures to be made by the PCTA during the ensuing Fiscal Year. Each annual budget shall be adopted and made effective upon the affirmative vote of a majority of the Board.

In the event the Board does not adopt a budget prior to start of a Fiscal Year, the budgeted amounts of all expenses shall, except as required for debt payments or provided in multi-year agreements and other similar continuing legal obligations, remain the same as the amounts last approved by the Board in its most recently adopted budget; provided, however, that the amounts shall be increased by the Consumer Price Index ("**CPI**"). The CPI shall mean the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers in the Anaheim-Santa Ana-Irvine region (Anaheim-Santa Ana-Irvine CPI-U) for the twelve (12) month period ending the February prior to the beginning of the Fiscal Year. This factor shall be applied to the budget until such time as a new budget is adopted by the Board.

Any shortfall in available funds and other non-reserve funds shall be made up from available reserves dedicated by the Board for such purpose and, if insufficient to cover the shortfall, any available reserve funds which have not been designated by the Board for a particular purpose or otherwise legally restricted for other purposes. Reserves shall mean any available cash or investments. In the event that a shortfall in available funds exceeds available unrestricted reserves of the PCTA, such resulting unfunded shortfall shall be carried forward into the subsequent Fiscal Year. Members shall have no obligation to cure such unfunded shortfall except as otherwise may be required pursuant to Section 9.2.

9.2 Contributions, Payments, and Advances. In accordance with Government Code section 6504, each Member shall make such required contributions, payments, and advances to PCTA as are approved from time to time by the Board of Directors. Payment shall be made in accordance with the rules and procedures of the Member's governing body. A Member may object to a required contribution, payment or advance by providing written notice to PCTA within thirty (30) days after the Board's approval. Unless the Board of Directors adjusts or rescinds a required contribution, payment or advance, if a Member fails to make or pay when due any required contribution, payment or advance to PCTA, PCTA may suspend the defaulting Member's rights under this Agreement and exclude the defaulting Member from participation in PCTA as provided in Section 13 of this Agreement.

9.3 Return of Contributions, Payments, and Advances. PCTA may make such arrangements relative to the repayment or return to the Member of such contributions, payments and advances as are approved from time to time by the Board of Directors.

9.4 Distributions from Franchise Payments. The Board of Directors shall, from time to time, distribute to each Member money derived by PCTA from the franchise payments to PCTA. Such sums shall be distributed to each Member in the same percentage that the revenue is received.

9.5 Other Financing Mechanisms. For the purpose of exercising its powers and effecting the purposes of this Agreement, PCTA may undertake any method of financing presently authorized, or which may be authorized in the future, under the provisions of applicable law.

9.6 Payments and Advances. No expenditures in excess of those budgeted shall be made unless otherwise approved by the Board of Directors.

9.7 Funds, Accounts, and Reports. There shall be strict accountability of all funds and reporting of all receipts and disbursements.

9.7.1 Revenues or funds received or made available to the PCTA from any source whatsoever shall be deposited into accounts that may be established by the PCTA and may be expended by the PCTA in any legal manner, subject to such reservations as may be imposed by the PCTA from time to time.

9.7.2 The Treasurer shall, within one hundred and eighty (180) days after the close of each Fiscal Year, give a complete written report of all financial activities for such Fiscal Year to the Board of Directors and to each Member. The PCTA books and records shall be open to inspection at all reasonable times by representatives of each Member. The Treasurer shall prepare and provide such additional reports, including audited financial statements and ongoing disclosure reports, as are required by separate agreements entered into by the PCTA.

9.8 Audits. In accordance with Government Code sections 6505 through 6505.6, the Treasurer shall cause an annual audit of the accounts and records of the PCTA to be made and reported. The audit shall be conducted by an independent certified public accountant or public accountant. The audit shall conform to generally accepted auditing standards. Such report shall be filed within twelve (12) months of the end of the Fiscal Year under examination. Notwithstanding the above, pursuant to Government Code section 6505(f), the PCTA may replace the annual audit with an audit covering a two (2) year period by unanimous approval of the Board of Directors.

9.9 Procurement Methods. The Board may adopt policies relating to procurement of services, equipment, supplies and other materials as are needed to accomplish the purposes of this Agreement.

## SECTION 10: PROVISION OF ADVISORY AND CONSULTING SERVICES

10.1 Advisory or Consulting Services. PCTA, its employees, agents, consultants, advisors, and other related parties may provide advisory and/or consultation services to Members in relation to those subjects specified in Section 5.2.15 upon approval of the Board.

10.2 Procedures for Providing Services. Prior to the provision of any advisory and/or consultation services to any Member, the Member shall submit a written request to the PCTA specifying the nature of the requested services. The provision of advisory

and/or consultation services shall be approved by the Board subject to the negotiation and approval of an appropriate reimbursement agreement between the PCTA and the Member specifying the cost of said services and the method of reimbursement payment.

#### SECTION 11:           LIABILITY AND CONTRIBUTION

11.1 PCTA Debts, Liabilities, and Obligations. Pursuant to Government Code section 6508.1, no debt, liability or obligation of PCTA shall be a debt, liability or obligation of any Member except: (a) with respect to the retirement liabilities of the PCTA if the PCTA contracts with a “public retirement system” as defined in Government Code section 6508.1; or (b) as provided by Government Code section 895.2 in the case of injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement.

#### SECTION 12:           ADDITIONAL MEMBERS

Any city, county, public corporation, special district, school district, or other public agency organized and existing under the laws of the State of California or under a city charter adopted pursuant thereto, authorized by or pursuant to such laws or charter to engage in the purposes described in this Agreement (“**Applying Agency**”), may become a Member as described below:

12.1 Resolution of Application. The Applying Agency shall file with the Board of Directors a certified copy of a resolution of its governing body whereby the Applying Agency: (a) agrees to the provisions of this Agreement; and (b) requests to become a Member.

12.2 Approval and Conditions of Approval. No such Applying Agency shall become a Member until: (a) its admission is approved at a regular or special meeting of the Board of Directors by a unanimous vote; and (b) such Applying Agency deposits or agrees to deposit with PCTA an amount equal to such share of the costs, expenses and fees to be determined by the Board of Directors incurred by PCTA prior to the date of admission of such Applying Agency as a Member, as shall be determined by the Board of Directors; and (c) execution of this Agreement by the authorized representative of the Applying Agency in substantially the form set forth in Exhibit A, attached hereto and incorporated herein, and acknowledged by the Board Chair and Clerk of the PCTA.

12.3 Admission. Upon completion of the foregoing, the Applying Agency shall become a Member for all purposes under this Agreement and the PCTA shall circulate to all Members an updated copy of this Agreement with the signature page of the new Member.

#### SECTION 13:           SUSPENSION AND EXCLUSION OF MEMBER

Any Member that has (a) failed to pay any required contributions, payments or advances approved by the Board in accordance with Section 9, or (b) breached this Agreement in any way, may have its rights under this Agreement suspended and be excluded from participating in PCTA (including, but not limited to, representation on the Board of Directors) following: (a) at least thirty (30) days’ prior written notice from PCTA

to the defaulting Member of its failure to pay the required amount(s) or of its breach; and (b) if the defaulting Member fails to pay the required amount(s) or cure the breach within such time, a majority vote of the Board of Directors at a special or regular meeting of the Board, which shall take effect immediately. Any suspended and excluded Member shall continue to be liable for its obligations under any separate agreement with PCTA and for any unpaid contribution, payment or advance approved by the Board of Directors prior to such Member's suspension and exclusion. Any suspended and excluded Member may be reinstated by the Board of Directors following cure of the breach or payment of any unpaid contribution, payment or advance and, if applicable, its share of any additional contributions, payments or advances approved by the Board of Directors during the Member's suspension and exclusion period. A suspended and excluded Member may withdraw from PCTA pursuant to the provisions of Section 14.

SECTION 14:           TERMINATION; WITHDRAWAL; AMENDMENT.

14.1 Termination. This Agreement may be terminated by the mutual written consent of all Members. If at any time there are only two (2) Parties to this Agreement and one (1) Party intends to withdraw, the other Party's written consent to terminate this Agreement shall not be unreasonably conditioned or delayed. Notwithstanding the prior provisions of this Section 14.1, this Agreement and the PCTA shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the PCTA.

14.2 Withdrawal. Notwithstanding any other provision of this Agreement, any Member may withdraw from the PCTA by adopting a resolution of the Member's governing body and providing the PCTA with written notice of its intent to withdraw at least six (6) months prior to the end of the Fiscal Year. Such notice shall not become effective until the last day of Fiscal Year in which notice was given. A withdrawal from the PCTA constitutes a withdrawal of that Member's representatives from the Board of Directors. If at any time there are only two (2) Parties to this Agreement, any desired withdrawal shall be subject to the termination provisions of this Agreement.

14.3 Effect of Withdrawal. The withdrawal of a Member shall not terminate its responsibility to contribute its share of any obligation incurred by the PCTA or to perform any other obligation arising from a separate agreement or other legally binding obligation, including, but not limited to, amounts determined by the Board for: (a) liabilities and claims accrued during the time the agency was a Member (including any future obligations arising from retirement benefits for past and existing employees of the PCTA, if any); (b) contributions, payments or advances for budgeted expenses for the Fiscal Year in which notice of intent to withdraw is given; (c) other obligations payable from contributions, payments, or advances incurred under Section 9, which obligation matures after the effective date of withdrawal; and (d) the depreciated value of equipment (e.g., cameras and editing equipment) provided to the Member by PCTA. Regarding equipment provided by PCTA to the withdrawing Member, the Member shall be required to pay to PCTA the value of the equipment when originally provided to the Member, less depreciation, calculated at the effective date of the withdrawal.

Prior to the effective date of withdrawal, the withdrawing Member shall have paid, or made arrangements satisfactory to the Board to pay, its share of such obligations. Except as the withdrawing Member may agree in writing with the Board, the withdrawing Member shall automatically relinquish all rights as a Member under this Agreement on the effective date of the withdrawal. Such relinquishment shall include, but not be limited to, any right of the withdrawing Member to the assets of the PCTA (except as provided in Section 14.4 below regarding potential disbursement upon full termination of this Agreement). The withdrawal of a Member shall not affect any obligations under any separate agreement between the withdrawing Member and the PCTA.

14.4 Disbursement Upon Termination. Upon termination of this Agreement and after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, all remaining assets of the PCTA shall be disbursed among Members, including any Members which previously withdrew from the PCTA. All assets shall be divided among the Members and former Members in accordance with and proportionate to their cash contributions (including payments for services received and property at market value when received) made during the term of this Agreement, if it is feasible to do so. Notwithstanding the above or any other provision of this Agreement, the Board may, in its discretion and by a unanimous vote of the then-current Directors of the Board of Directors, distribute assets without regard to a Member or former Member's contribution.

#### SECTION 15:           DEFAULT; ENFORCEMENT

If default shall be made by any Member in any undertaking contained in this Agreement, such default shall not excuse such Member or any other Member from fulfilling its obligations under this Agreement and each Member shall continue to be liable for the payment of contributions, payments and advances pursuant to Section 9 hereof and the performance of all conditions herein contained. Each Member hereby declares that this agreement is entered into for the benefit of PCTA created hereby and each Member hereby grants to PCTA the right to enforce by whatever lawful means PCTA deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to PCTA hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of PCTA to any or all other remedies.

#### SECTION 16:           INSURANCE

The PCTA shall maintain types and levels of insurance coverage for the PCTA as the Board of Directors determines to be reasonably adequate.

#### SECTION 17:           WAIVER OF PERSONAL LIABILITY

No member, officer or employee of the PCTA or any Member shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the PCTA or other actions undertaken pursuant to this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the PCTA of any person who is or was a Member of the Board, or

an officer, employee or other agent of the PCTA, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the PCTA, against expense, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the PCTA to the extent permitted by law.

## SECTION 18: GENERAL PROVISIONS

18.1 Severability. In the event that any term, covenant or condition of this Agreement or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction in the premises, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect unless a court holds that the provisions are not separable from all other provisions of this Agreement.

18.2 Successors and Assigns; Amendments. No Member may assign any right or obligation hereunder without the consent of all other Members. The immediately preceding sentence shall not affect, in any respect, any right of assignment under any contract between any Member and PCTA. Subject to any requirements of law (including Government Code Section 6573), this Agreement may be amended at any time and from time to time by a writing or writings executed by each and every Member and approved by resolution of each and every Member's governing body.

18.3 Notices. Any notice, demand or request, provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

If to PCTA:	10200 Slater Avenue Fountain Valley, CA 92708 Attention: PCTA Executive Director
If to the Member(s):	City of Fountain Valley City Clerk 10200 Slater Avenue Fountain Valley, CA 92708 City of Stanton City Clerk 7800 Katella Avenue Stanton, CA 90680 City of Westminster City Clerk 8200 Westminster Boulevard Westminster, CA 92683

A Member or PCTA may, at any time, by written notice to each other Member and PCTA, designate different or additional persons or different addresses for giving of notices, demands or requests to it hereunder.

18.4 Execution in Counterparts. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

18.5 Prior Agreements. Upon the effective date of this Agreement, the Joint Powers Agreement shall be superseded by this Agreement and shall have no further force and effect.

18.6 Governing Law. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

18.7 Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

18.8 Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

18.9 Integration. This Agreement constitutes the full and complete Agreement of the Parties.

SIGNATURES ON THE FOLLOWING PAGE(S)

IN WITNESS WHEREOF, the Members hereto have caused this Second Amended and Restated Joint Powers Agreement to be executed and attested by their proper officers thereunto duly authorized, making the same effective on the date signed by the last of all Parties hereto.

CITY OF FOUNTAIN VALLEY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

CITY OF STANTON

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

CITY OF WESTMINSTER

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

EXHIBIT A

SIGNATURE PAGE OF APPLYING AGENCY

IN WITNESS WHEREOF, the *[Name of Applying Agency]* has caused this Second Amended and Restated Joint Powers Agreement for the Public Cable Television Authority to be executed and attested by its proper officers thereunto duly authorized.

*[NAME OF APPLYING AGENCY]*

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

*Following approval by the Public Cable Television Authority Board of Directors and the satisfaction of conditions set forth in the Second Amended and Restated Joint Powers Agreement, the Public Cable Television Authority has caused this signature page to be executed and attested by its proper officers thereunto duly authorized.*

PUBLIC CABLE TELEVISION  
AUTHORITY

By: \_\_\_\_\_

Its: Board Chair

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

**RESTATED AND AMENDED**  
**JOINT POWERS AGREEMENT**  
**PUBLIC CABLE TELEVISION AUTHORITY**

**SECOND AMENDED AND RESTATED**  
**JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT (~~the~~ “Agreement”<sup>2</sup>), dated for convenience as of \_\_\_\_\_, is entered into by and among the ~~city~~ City of Fountain Valley (“**Fountain Valley**”); the City ~~of Huntington Beach (“Huntington Beach”); the City~~ of Stanton (“**Stanton**”); and the City of Westminster (“**Westminster**”), each created pursuant to the Constitution and laws of the State of California, and collectively referred to as “~~Cities~~” ~~or as~~ “Members”; or “Parties.”

**WITNESSETH:**  
**RECITALS**

A. ~~WHEREAS, the Cities have heretofore~~ The Parties previously entered into an Agreement ~~agreement~~ entitled “Joint Powers Agreement – Public Cable Television Authority” (~~the “Original Joint Powers Agreement”~~) dated as of December 26, 1990 to create the “Public Cable Television Authority” (“**PCTA**”), as amended by the “Restated and Amended Joint Powers Agreement – Public Cable Television Authority,” dated as of April 20, 2004 (collectively, the “Prior Joint Powers Agreement”); and

B. ~~WHEREAS, the Cities~~ The Parties desire to replace ~~said~~ the Prior Joint Powers Agreement; and

C. ~~WHEREAS, the Cities~~ The Parties desire to enter into a new Agreement ~~agreement~~ which continues in existence the PCTA as a separate public entity pursuant to the provisions of the Joint Exercise of Powers Act for the purposes set forth herein, and desires that ~~such separate public entity~~ PCTA have the powers provided herein in connection with such purposes<sup>3</sup>.

NOW, THEREFORE, the ~~Cities~~ Parties, for and in consideration of the mutual promises and agreements herein contained, do hereby agree as follows:

SECTION 1:            PURPOSE

This Agreement is made pursuant to the provisions of ~~Article~~ Articles 1, through 4 of Chapter 5, Division 7, Title 1, of the Government Code of the

State of California, ~~as amended~~ (the “Joint Exercise of Powers Act”), to create a separate public entity possessing full police power regulatory authority for the purposes of exercising the common powers of the ~~Cities~~ Parties relating to community antenna television systems, Open Video Systems, or Cable Television Systems (collectively, “**Cable Systems**”),

and any and all services, ~~including non-cable-services,~~ provided on or through said Cable Systems. Such common powers include, but are not limited to, ~~granting~~administering franchises, administering ~~franchises, renewing franchises, administering and programming~~ channels allocated for city, school, public safety or community uses, conducting research, appearing before or communicating with administrative or legislative bodies (including State, Federal and Local) ~~bodies), to acquire, construct, finance, manage and operate a community antenna television system or cable television system~~ and all other necessary and incidental powers with respect to Cable Systems and the services provided on or through those systems.

## SECTION 2: DEFINITIONS

In addition to the other terms defined herein, the following terms, whether in the singular or in the plural, when used herein and initially capitalized, shall have the meanings specified, unless the context requires otherwise.

### 2.1 Fiscal Year

The term “Fiscal Year” shall mean the Fiscal Year of the PCTA as established from time to time by the Board of Directors, being at the date of this Agreement the period from July 1 to and including the following June 30.

### 2.2 Member

The term “Member” shall mean: (i) the ~~parties~~Parties first listed above, each of which is a city located in the State of California and each of which executed this Agreement on or before the date first above written; and (ii) a city, county, public corporation ~~or public, special district, school district, or other public agency~~ which shall have met the requirements of Section 12 hereof; and (iii) a successor of a city, county, public corporation or public district which shall have withdrawn or been excluded from the PCTA pursuant to Section 13 hereof.

### ~~2.3 Public Cable Television Authority~~

2.3 PCTA. The term “Public Cable Television Authority” or “PCTA” shall mean the separate, public entity created by this Agreement.

## SECTION 3: CREATION OF AGENCY

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity, to be known as the “Public Cable Television Authority” which shall be a public entity separate and apart from the Members.

## SECTION 4: TERM

This Agreement shall become effective as of the date hereof and, ~~subject to the provisions of Section 11 hereof,~~ shall continue in full force ~~and until the expiration or~~

~~termination of any franchise or extension thereof awarded by PCTA within any Member. Any terminating Member shall give six (6) months written notice of termination to PCTA and to all other Members unless waived by the unanimous vote of the remaining Members.~~terminated by the Parties as provided in Section 14 of this Agreement.

## SECTION 5: POWERS

5.1 General Powers. The PCTA shall at all times have power to do or cause to be done those things necessary, convenient, and appropriate to accomplish the purposes of this Agreement as set forth in Section 1 hereof. ~~In accordance with the preceding sentence, Pursuant to Government Code section 6509, PCTA's powers shall be exercised subject to the restrictions applicable to Fountain Valley, a California general law city, in exercising such powers.~~

5.2 Specific Powers. ~~Subject to the limitations in Section 5.1 above,~~ the PCTA is hereby authorized and empowered, in its own name, to do or cause to be done all acts necessary, convenient, and appropriate for the exercise of said power, including but not limited to any or all of the following:

~~5.1 To plan, develop, finance, acquire, construct, manage, maintain or operate any Cable System and all real or personal property, tangible or intangible, necessary or incidental thereto.~~

~~5.2 To award, grant, or renew community antenna television system, Open Video Systems, or Cable System franchises or extensions thereof.~~

5.2.1 ~~5.3~~ To conduct and perform research (including public surveys) with respect to Cable Systems;

5.2.2 ~~5.4~~ To appear before and communicate with administrative and legislative bodies (including State, Federal and Local) with respect to Cable ~~System~~Systems;

5.2.3 ~~5.5~~ To make and enter into ~~other~~ contracts of every kind with a Member, the United States, any state or political subdivision thereof, and any individual, firm, association, partnership, corporation or any other organization of any kind;

5.2.4 ~~5.6~~ To employ agents and employees;

5.2.5 ~~To lease, acquire, construct, manage, maintain or operate any building, works or improvements;~~

5.2.6 ~~To acquire, hold or dispose of property;~~

5.2.7 ~~5.7~~ To incur debts, liabilities or obligations which, except as otherwise provided in Section 11, do not constitute a debt, liability or obligation of any Member;

5.2.8 ~~5.8~~ To sue and be sued in its own name;

~~5.9 To exercise any other power permitted by the Joint Powers Act.~~

**Commented [NN1]:** GC 6509 requires a JPA agreement creating a separate agency to identify a member agency whose laws will provide the restrictions upon the manner in which the JPA operates. The prior JPA Agreements did not do that. Because all three members are general law cities, this does not really matter which is chosen; I just used Fountain Valley because it is alphabetically first. (Nick/BBK)

5.2.9 To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations, and governmental entities, provided that PCTA consents to such gifts, contributions and donations;

5.2.10 To adopt reasonable rules and regulations for the conduct of the day-to-day operations of the PCTA;

5.2.11 To apply for, accept, receive and disburse grants, donations, and loans from local, State, or federal agencies or from individuals or businesses;

5.2.12 ~~5.10~~ To establish a budget and authorize expenditures therefrom;

5.2.13 To invest money in its treasury, pursuant to Government Code section 6505.5 *et seq.*, that is not required for the immediate necessities of the PCTA, as the PCTA determines advisable, in the same manner and on the same conditions as local agencies pursuant to Government Code section 53601;

5.2.14 To carry out and enforce all provisions of this Agreement;

5.2.15 ~~5.11~~ To provide advisory and consultation services, upon written request of the Member and reimbursement for the cost of said services, in relation to such subject areas as telecommunications, public rights-of-way management, public right-of-way compensation, regulation of wireless carriers, wireless siting, telecommunication services, internet services, internet technology, internet protocols, information services, broadband deployment, and any and all related fields;

5.2.16 To program channels under the control of the PCTA or its Members; and

5.2.17 To exercise any and all powers provided for by the Joint Exercise of Powers Act including, without limitation, Government Code section 6584 *et seq.*, as they exist on the Effective Date of this Agreement or may hereafter be amended.

~~Such powers shall be exercised in the manner provided in Section 6509 of the Government Code of the State of California.~~

## SECTION 6: BOARD OF DIRECTORS

6.1 Creation. The PCTA shall be administered by a governing board ~~(the “Board of Directors”)~~ which shall consist of two (2) Directors representing each Member. The ~~City Council~~ governing board shall be known as the “Board of Directors of the Public Cable Television Authority” (“**Board of Directors**” or “**Board**”). The governing body of each Member shall appoint, from time to time, two (2) ~~directors~~ Directors. The Directors representing each Member shall be members of the ~~City Council~~ governing body of such Member, provided however, that when such Director is no longer a member of the ~~Appointing City Council~~ appointing governing body, such Director will be deemed to no longer be a Director. Each Director will serve in his/her individual capacity as a member of the Board of Directors. Each Director shall serve at the pleasure of the ~~Appointing City Council~~ appointing governing

body and may be removed at any time, with or without cause, at the sole discretion of the appointing governing body.

6.2 Powers of the Board. The Board of Directors shall have the responsibility for the general management of the affairs, property and business of the PCTA and may adopt and modify from time to time such ~~By-Laws~~bylaws and other rules and regulations for that purpose and for the conduct of its meetings as it may deem proper. The Board of Directors may exercise and shall be vested with all powers of the PCTA insofar as not inconsistent with applicable law or this Agreement. The Board of Directors may delegate certain powers in its discretion; provided, however, that it shall not delegate its legislative powers.

6.3 Compensation. The Board of Directors may adopt a ~~Resolution~~resolution providing that each member of the Board of Directors shall receive compensation in the amount of One Hundred Dollars (\$100.00) per meeting of the Board of Directors. Such compensation may be increased or decreased by an amendment to the Resolution adopting such compensation, provided, however, that the amount of such increase may not exceed an amount equal to five percent (5%) for each Fiscal Year from the operative date of the last adjustment of compensation in effect when the Resolution or amendment thereto is adopted. Notwithstanding the provisions of this Section 6.3, Board compensation shall be subject to any additional limits or requirements established by applicable law.

## SECTION 7: MEETINGS OF BOARD OF DIRECTORS

All meetings of the Board of Directors, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with ~~Section 54950 of the California~~ Government Code section 54950).

### 7.1 Regular Meetings

The Board of Directors shall hold a regular meeting not less than once each calendar year. The date ~~upon which, and the~~, hour, and place ~~at which, each of~~ regular ~~meeting shall be held~~meetings shall be fixed by resolution of the Board of Directors and a copy of such resolution shall be filed with each Member.

### 7.2 Special Meetings

Special meetings of the Board of Directors may be called in accordance with the provisions of ~~Section 54956 of the~~ Government Code ~~of the State of California, as amended~~section 54956.

### 7.3 Legal Notice

Meeting Notice. All meetings of the Board of Directors shall be held subject to the provisions of the laws of the State of California requiring notice of meetings of public bodies to be given in the manner provided in such laws.

#### 7.4 Minutes

The ~~Secretary~~Clerk of the PCTA shall cause to be kept minutes of the meetings of the Board of Directors, both regular and special, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

#### 7.5 Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business, except that, if less than a majority is present at a meeting, a majority of those Directors present may adjourn the meeting from time to time.

#### 7.6 Voting

Each Director shall have one vote. When a quorum is present at a meeting of the Board of Directors, the vote of the Directors present at such meeting shall decide any question brought before such meeting and such decision shall be deemed to be the action of the Board of Directors. ~~Except in the case of a tie and in Subsection 12.2 of this Agreement, the~~The vote of a majority of all ~~Member~~Directors of the Board of Directors shall decide any question, ~~except as provided in Sections 9.7, 12.2, and 14.4 of this Agreement, or as otherwise required by applicable law.~~ In the event of a tie vote, the matter being considered is deemed not to pass.

Commented [NN2]: Note: A majority of the quorum is not sufficient.

### SECTION 8: OFFICERS AND EMPLOYEES

8.1 Election and Appointment of Officers; Terms. At its first meeting in each ~~Fiscal Year~~calendar year, the Board of Directors shall elect or ~~reelect a Chairman~~re-elect a Chair and a Vice ~~Chairman~~Chair, each of whom shall be selected from among the Directors and shall also appoint or re-appoint a ~~Secretary~~Clerk and a Treasurer/~~Auditor~~, each of whom may, but need not be selected from among the Directors. ~~In the event that the Chairman, Vice Chairman, Secretary or Treasurer so~~The term of office for the Chair, Vice Chair, Clerk, and Treasurer shall be one year, or until his or her successor is elected or appointed ~~ceases. (in the case of the Chairman or Vice Chairman) to be a Director, resigns from such office or is otherwise unable to perform the duties of such office, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs, or as soon thereafter as is reasonably practical. In the absence or inability of the Chairman to act, the vice Chairman shall act as Chairman. The Chairman, or in his absence the Vice Chairman, shall preside at and conduct all meetings of the Board of Directors.~~

8.2 Duties of Chair and Vice Chair. The Chair, or in his or her absence the Vice Chair, shall ~~preside at and conduct all meetings of the Board of Directors and perform such other duties as are specified by the Board of Directors or applicable law.~~

8.3 Clerk. The Clerk shall be responsible for the minutes and other records of the proceedings of the Board of Directors and shall perform such other duties as specified by the Board.

8.4 ~~8.2 The~~Treasurer/~~Auditor~~. The Executive Director is designated as the ~~treasurer and auditor of PCTA and as such~~Treasurer of PCTA, unless the Board of Directors provides otherwise by resolution. The Treasurer: (i) shall be the ~~depository~~depository of PCTA ~~to and~~

have custody of all the money of PCTA, from whatever source, (ii) shall draw warrants to pay demands against PCTA and present such warrants to the Board of Directors for approval, and (iii) shall have the other powers, duties and responsibilities of such officers as specified in ~~Section 6505.5 of the Government Code of the State of California, as amended~~[sections 6505.5 and 6505.6](#).

~~8.3 The Chairman, Vice-Chairman and (to the extent such officers' duties and responsibilities pursuant to the Joint Powers Act require) the Treasurer/Auditor are designated as the public officers or persons who have charge of, handle, or have access to any property of PCTA, and each such officer shall file an official bond with the Secretary of PCTA in the amount of \$100,000.00.~~

[8.5 Vacancies.](#) ~~In the event that the Chair, Vice Chair, Clerk or Treasurer so elected or appointed ceases (in the case of the Chair or Vice Chair) to be a Director or resigns from such office, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors held after such vacancy occurs, or as soon thereafter as is reasonably practical.~~

[8.6 Official Bond.](#) ~~The Treasurer is designated as the public officer or person who has charge of, handles, or has access to any property of PCTA, and shall file an official bond or legal equivalent with the Clerk of PCTA in the amount of \$100,000.00.~~

[8.7](#) ~~8.4-Additional Duties.~~ In addition to the powers, duties and responsibilities provided herein or by law, the ~~Chairman~~[Chair](#), the Vice ~~Chairman~~[Chair](#), the ~~Treasurer~~ and the ~~Secretary~~[Clerk](#) shall have such powers, duties and responsibilities as are provided in ~~the By-Laws of PCTA~~[any bylaws or other rules and regulations adopted by the Board of Directors](#). The ~~Treasurer/Auditor~~ shall have such powers, duties and responsibilities as are provided herein or by law.

[8.8](#) ~~8.5-Executive Director and Attorney.~~ The Board of Directors shall have the power to appoint, or contract to employ, an Executive Director, ~~who may be an employee of a Member and who~~ [and Attorney, each of whom](#) shall have such powers, duties and responsibilities as are determined by the Board of Directors. [The Board of Directors shall also have the power to appoint a Member to perform the duties of the Executive Director pursuant to a separate written agreement approved by the Board of Directors and the Member's governing body.](#)

[8.9](#) ~~8.6-Additional Officers and Employees.~~ The Board of Directors shall have the power to appoint, or contract to employ, such other officers and employees as it may deem necessary, any of whom may be employees of a Member, and who shall have such powers, duties and responsibilities as are determined by the Board of Directors.

[8.10 Privileges and Immunities.](#) To the fullest extent allowed by law, all of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within the territorial limits of their respective Member, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

8.11 PCTA Employment. None of the officers, agents or employees, if any, directly employed by the PCTA shall be deemed, by reason of their employment by the PCTA, to be employed by any Member or, by reason of their employment by the PCTA, to be subject to any of the requirements of any Member.

**SECTION 9: CONTRIBUTIONS; PAYMENTS; ADVANCES; ETC. FINANCES**

9.1 Annual Budget. Annually, prior to July 1 of each year, the Board shall adopt a budget for all expenditures to be made by the PCTA during the ensuing Fiscal Year. Each annual budget shall be adopted and made effective upon the affirmative vote of a majority of the Board.

In the event the Board does not adopt a budget prior to start of a Fiscal Year, the budgeted amounts of all expenses shall, except as required for debt payments or provided in multi-year agreements and other similar continuing legal obligations, remain the same as the amounts last approved by the Board in its most recently adopted budget; provided, however, that the amounts shall be increased by the Consumer Price Index ("CPI"). The CPI shall mean the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers in the Anaheim-Santa Ana-Irvine region (Anaheim-Santa Ana-Irvine CPI-U) for the twelve (12) month period ending the February prior to the beginning of the Fiscal Year. This factor shall be applied to the budget until such time as a new budget is adopted by the Board.

Any shortfall in available funds and other non-reserve funds shall be made up from available reserves dedicated by the Board for such purpose and, if insufficient to cover the shortfall, any available reserve funds which have not been designated by the Board for a particular purpose or otherwise legally restricted for other purposes. Reserves shall mean any available cash or investments. In the event that a shortfall in available funds exceeds available unrestricted reserves of the PCTA, such resulting unfunded shortfall shall be carried forward into the subsequent Fiscal Year. Members shall have no obligation to cure such unfunded shortfall except as otherwise may be required pursuant to Section 9.2.

9.2 Contributions, Payments, and Advances. In accordance with Government Code section 6504, each Member shall make such required contributions, payments and advances to PCTA as are approved from time to time by the Board of Directors. Payment shall be made in accordance with the rules and procedures of the Member's governing body. A Member may object to a required contribution, payment or advance by providing written notice to PCTA within thirty (30) days after the Board's approval. Unless the Board of Directors adjusts or rescinds a required contribution, payment or advance, if a Member fails to make or pay when due any required contribution, payment or advance to PCTA, PCTA may suspend the defaulting Member's rights under this Agreement and exclude the defaulting Member from participation in PCTA as provided in Section 13 of this Agreement.

~~9.3 In accordance with Section 6504 of the Government Code of the State of California, as amended, the Member shall make such contributions, payments and advances to PCTA as are approved from time to time by the Board of Directors and by the City Council of each Member.~~ Return of Contributions, Payments, and Advances. PCTA may make such

**Commented [NN3]:** Mal: Let's discuss. The prior language (suggesting that each City Council has to agree to the required payments) seems like it could create some confusion and conflict. Although payments should not be made unless approved by a Member's City Council (or consistent with an approved budget), this could suggest that any individual Member City Council could veto a contribution, payment or advance adopted by the JPA.

Do you know what the intent / current practice is? For now, I changed the language to state that payments will be made after following the rules and procedures of the Member's governing body. (Nick/BBK)

arrangements relative to the repayment or return to the Member of such contributions, payments and advances as are approved from time to time by the Board of Directors.

~~Any Member which fails to make or pay when due any required contribution, payment or advance to PCTA, may have its rights under this Agreement terminated and may be excluded from participation in PCTA as provided in Subsection 13.3 of this Agreement.~~

9.4 Distributions from Franchise Payments. The Board of Directors ~~may~~shall, from time to time, distribute to each Member money derived by PCTA from the franchise payments to PCTA. Such sums shall be distributed to each Member in the same percentage that the revenue is received.

9.5 Other Financing Mechanisms. For the purpose of exercising its powers and effecting the purposes of this Agreement, PCTA may undertake any method of financing presently authorized or which may be authorized in the future, under the provisions of ~~the Government Code of the State of California~~ applicable law.

9.6 Payments and Advances. No expenditures in excess of those budgeted shall be made unless otherwise approved by the Board of Directors.

9.7 Funds, Accounts, and Reports. There shall be strict accountability of all funds and reporting of all receipts and disbursements.

9.7.1 Revenues or funds received or made available to the PCTA from any source whatsoever shall be deposited into accounts that may be established by the PCTA, and may be expended by the PCTA in any legal manner, subject to such reservations as may be imposed by the PCTA from time to time.

9.7.2 The Treasurer shall, within one hundred and eighty (180) days after the close of each Fiscal Year, give a complete written report of all financial activities for such Fiscal Year to the Board of Directors and to each Member. The PCTA books and records shall be open to inspection at all reasonable times by representatives of each Member. The Treasurer shall prepare and provide such additional reports, including audited financial statements and ongoing disclosure reports, as are required by separate agreements entered into by the PCTA.

9.8 Audits. In accordance with Government Code sections 6505 through 6505.6, the Treasurer shall cause an annual audit of the accounts and records of the PCTA to be made and reported. The audit shall be conducted by an independent certified public accountant or public accountant. The audit shall conform to generally accepted auditing standards. Such report shall be filed within twelve (12) months of the end of the Fiscal Year under examination. Notwithstanding the above, pursuant to Government Code section 6505(f), the PCTA may replace the annual audit with an audit covering a two (2) year period by unanimous approval of the Board of Directors.

9.9 Procurement Methods. The Board may adopt policies relating to procurement of services, equipment, supplies and other materials as are needed to accomplish the purposes of this Agreement.

## SECTION 10: PROVISION OF ADVISORY AND CONSULTING SERVICES

10.1 Advisory or Consulting Services. PCTA, its employees, agents, consultants, advisors, and other related parties may provide advisory and/or consultation services to Members in relation to those subject specified in Section 5.2.15 upon approval of the Board.

10.2 Procedures for Providing Services. Prior to the provision of any advisory and/or consultation services to any Member, the Member shall submit a written request to the PCTA specifying the nature of the requested services. The provision of advisory and/or consultation services shall be approved by the Board subject to the negotiation and approval of an appropriate reimbursement agreement between the PCTA and the Member specifying the cost of said services and the method of reimbursement payment.

## SECTION 11: ~~SECTION 10:~~ LIABILITY AND CONTRIBUTION

11.1 ~~10.1~~ PCTA Debts, Liabilities, and Obligations. Pursuant to ~~Section 6508.1 of the Government Code of the State of California, as amended~~ section 6508.1, no debt, liability or obligation of PCTA shall be a debt, liability or obligation of any Member except: (a) with respect to the retirement liabilities of the PCTA if the PCTA contracts with a "public retirement system" as defined in Government Code section 6508.1; or (b) as provided by Section 895.2 of the Government Code of the State of California section 895.2 in the case of injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement.

11.2 ~~10.2~~ In the event any Member is held liable upon any judgment for damages caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, and pays in excess of its Liability Share of such judgment, such Member shall be entitled to contribution from each other Member, and such Member may require each other Member to pay any amount in excess of such Member's Liability Share of such judgment which such Member has paid, but in no event shall any such other Member be so required to pay in excess of such other Member's Liability Share of such judgment.

11.3 ~~10.3~~ As used in ~~Subsection 10.2~~ Section 11.2, the term "Liability Share" shall mean, with respect to any Member, a percentage calculated by dividing the amount of revenue received by a Member from cable franchise fees by the amount of revenue received by all Members from cable franchise fees during the preceding Fiscal Year.

11.4 ~~10.4~~ Nothing contained in this Section shall in any way diminish the liability of any Member or other party with respect to any contract between such Member or other party and PCTA.

## SECTION 11: TERMINATION OF POWERS; LIQUIDATION; DISTRIBUTION.

~~This Agreement shall continue in full force and effect, and PCTA shall continue to possess the powers herein conferred upon it, until the expiration (pursuant to Section 1 of this Agreement) of the term of this Agreement or until the Member shall have rescinded this Agreement (pursuant to this Section). Rescission of this Agreement may only be accomplished by writing or writings executed by each Member and approved by resolution of each Member's~~

**Commented [NN4]:** Mal: Let's discuss. I'm not sure what type of situation these provisions are intended to cover, but I'm not familiar with anything like this in other JPA agreements I have worked on. My thought is to delete them unless there is a specific reason the Parties want them in the agreement. Part of my concern is that they seem overbroad and it's unclear how they might apply in a given situation. (Nick/BBK)

~~City council. In no event shall this Agreement or the powers herein granted to the PCTA be rescinded until all obligations and liabilities of PCTA shall have been met or adequately provided for.~~

~~Upon any such expiration or rescission, the Board of Directors shall liquidate the business and assets and property of PCTA as expeditiously as possible, and distribute any net proceeds to any Member in such manner in accordance with law as shall be determined by the Board of Directors.~~

SECTION 12:            ADDITIONAL MEMBERS

Any city, county, public corporation ~~or public~~, special district, school district, or other public agency organized and existing under the laws of the State of California or under a city charter adopted pursuant thereto, authorized by or pursuant to such laws or charter to engage in the purposes described in this Agreement ("Applying Agency"), may become a Member ~~upon meeting the following conditions as described below:~~

12.1 ~~The city, county, public corporation or public district~~Resolution of Application. The Applying Agency shall file with the Board of Directors a certified copy of a resolution of its governing body whereby the ~~city, public corporation or public district~~Applying Agency; ~~(i)a~~ agreed/agrees to the provisions of this Agreement; and ~~(ii)b~~ requests to become a Member.

12.2 ~~No such city, county, public corporation or public district~~Approval and Conditions of Approval. No such Applying Agency shall become a Member until; ~~(i)a~~ its admission is approved at a regular or special meeting of the Board of Directors by a unanimous vote; and ~~(ii)b~~ such ~~city, county, public corporation or public district~~Applying Agency deposits or agrees to deposit with PCTA an amount equal to such share of the costs, expenses and fees to be determined by the Board of Directors incurred by PCTA prior to the date of admission of such ~~city, public corporation or public district~~Applying Agency as a Member, as shall be determined by the Board of Directors; and (c) execution of this Agreement by the authorized representative of the Applying Agency in substantially the form set forth in Exhibit A, attached hereto and incorporated herein, and acknowledged by the Board Chair and Clerk of the PCTA.

12.3 Admission. Upon completion of the foregoing, the ~~city, county, public corporation or public district~~Applying Agency shall become a Member for all purposes under this Agreement and the PCTA shall circulate to all Members an updated copy of this Agreement with the signature page of the new Member.

SECTION 13:            ~~WITHDRAWAL OR~~SUSPENSION AND EXCLUSION OF MEMBER

~~13.1 Any Member may withdraw from PCTA upon the following conditions: (i) the Member shall have filed with the Board of Directors a certified copy of a resolution of its governing body expressing its desire to so withdraw and, (ii) if PCTA, prior to the filing of such resolution, shall have incurred any obligation payable from contributions, payments or advances in accordance with Section 9 hereof which obligation matures after the date of such filing, the withdrawing Member shall have paid, or made arrangements satisfactory to the Board of Directors to pay, to PCTA its pro rata portion of such obligation.~~

~~13.2 Upon compliance with the conditions specified in Subsection 13.1, the withdrawing Member shall no longer be considered a Member for any reason or purpose under this Agreement and its rights and obligations under this Agreement shall terminate. The withdrawal of a Member shall not affect any obligations of such Member under any contract between the withdrawing Member and the PCTA.~~

~~13.3 Any Member which has (i) defaulted under a contract with PCTA, or (ii) that has failed to pay any required contributions, payments or advances approved by the Board in accordance with Section 9 hereof, may have its rights under this Agreement terminated~~suspended ~~and may be excluded from participating in PCTA by the vote, pursuant to Subsection 7.6 (taken at a regular or special meeting of (including, but not limited to, representation on the Board of Directors) following: (a) at least thirty (30) days' prior written notice from PCTA to the defaulting Member of its failure to pay the required amount(s); and (b) if the defaulting Member fails to pay the required amount(s) within such time, a majority vote of the Board of Directors (including the Director representing the defaulting Member), each casting one vote. Any at a special or regular meeting of the Board, which shall take effect immediately. Any suspended and excluded Member shall continue to be liable for its obligations under any contract~~separate agreement ~~with PCTA and for any unpaid contribution, payment or advance approved by the Board of Directors prior to such Member's exclusion and not objected to by such Member by written notice to PCTA within thirty (30) days after such approval.~~suspension and exclusion. Any suspended and excluded Member may be reinstated by the Board of Directors following payment of any unpaid contribution, payment or advance and, if applicable, its share of any additional contributions, payments or advances approved by the Board of Directors during the Member's suspension and exclusion period. A suspended and excluded Member may withdraw from PCTA pursuant to the provisions of Section 14.

SECTION 14: ~~APPROVAL OF FRANCHISES BY MEMBER~~TERMINATION; WITHDRAWAL; AMENDMENT.

14.1 Termination. This Agreement may be terminated by the mutual written consent of all Members. If at any time there are only two (2) Parties to this Agreement and one (1) Party intends to withdraw, the other Party's written consent to terminate this Agreement shall not be unreasonably conditioned or delayed. Notwithstanding the prior provisions of this Section 14.1, this Agreement and the PCTA shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of the PCTA.

14.2 Withdrawal. Notwithstanding any other provision of this Agreement, any Member may withdraw from the PCTA by adopting a resolution of the Member's governing body and providing the PCTA with written notice of its intent to withdraw at least six (6) months prior to the end a Fiscal Year. Such notice shall not become effective until the last day of Fiscal Year in which notice was given. A withdrawal from the PCTA constitutes a withdrawal of that Member's representatives from the Board of Directors. If at any time there are only two (2) Parties to this Agreement, any desired withdrawal shall be subject to the termination provisions of this Agreement.

14.3 Effect of Withdrawal. The withdrawal of a Member shall not terminate its responsibility to contribute its share of any obligation incurred by the PCTA or to perform any other obligation arising from a separate agreement or other legally binding obligation, including,

but not limited to, amounts determined by the Board for: (a) liabilities and claims accrued during the time the agency was a Member (including any future obligations arising from retirement benefits for past and existing employees of the PCTA, if any); (b) contributions, payments or advances for budgeted expenses for the Fiscal Year in which notice of intent to withdraw is given; or (c) other obligations payable from contributions, payments, or advances incurred under Section 9, which obligation matures after the effective date of withdrawal. Prior to the effective date of withdrawal, the withdrawing Member shall have paid, or made arrangements satisfactory to the Board to pay, its share of such obligations. Except as the withdrawing Member may agree in writing with the Board, the withdrawing Member shall automatically relinquish all rights as a Member under this Agreement on the effective date of the withdrawal. Such relinquishment shall include, but not be limited to, any right of the withdrawing Member to the assets of the PCTA (except as provided in Section 14.4 below regarding potential disbursement upon full termination of this Agreement). The withdrawal of a Member shall not affect any obligations under any separate agreement between the withdrawing Member and the PCTA.

14.4 Disbursement Upon Termination. Upon termination of this Agreement and after payment of all liabilities, costs, expenses and charges validly incurred under this Agreement, all remaining assets of the PCTA shall be disbursed among Members, including any Members which previously withdrew from the PCTA. All assets shall be divided among the Members and former Members in accordance with and proportionate to their cash contributions (including payments for services received and property at market value when received) made during the term of this Agreement, if it is feasible to do so. Notwithstanding the above or any other provision of this Agreement, the Board may, in its discretion and by a unanimous vote of the then-current Directors of the Board of Directors, distribute assets without regard to a Member or former Member's contribution.

~~PCTA shall develop any proposed franchise and/or franchise renewal and shall submit such proposal to each Member for approval.~~

~~Any Member may, within sixty (60) days after receipt of such proposal, notify PCTA in writing that the City Council of the Member has determined to reject the proposal.~~

~~In the event that a Member rejects PCTA's proposal, PCTA may modify the proposal and resubmit such modified proposal to such Member for approval. If said modified proposal is rejected by the City Council of such Member, PCTA may submit other modified proposals as it deems appropriate.~~

~~After sixty (60) days, if a Member has not rejected a proposal, or a modified proposal, it shall be deemed approved, and PCTA may execute the proposal, which shall be binding on all parties. PCTA shall not execute any franchise and/or franchise renewal which has been rejected by a member City Council pursuant to this Section.~~

SECTION 15: ACCOUNTS AND REPORTS~~DEFAULT; ENFORCEMENT~~

~~There shall be strict accountability of all funds and reporting of all receipts and disbursements of PCTA. PCTA shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records, of PCTA shall be open to~~

~~inspection at all reasonable times to each Member and its representatives. PCTA, within one hundred twenty (120) days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to the Member.~~

~~The Board of Directors shall cause an annual audit of the accounts and records of PCTA to be made by a certified public accountant or public accountant, all in accordance with, and at the time or times required by law.~~

#### **SECTION 16: BREACH**

If default shall be made by any Member in any undertaking contained in this Agreement, such default shall not excuse such Member or any other Member from fulfilling its obligations under this Agreement and each Member shall continue to be liable for the payment of contributions, payments and advances pursuant to Section 9 hereof and the performance of all conditions herein contained. Each Member hereby declares that this agreement is entered into for the benefit of PCTA created hereby and each Member hereby grants to PCTA the right to enforce by whatever lawful means PCTA deems appropriate all of the obligations of each of the Members hereunder. Each and all of the remedies given to PCTA hereunder or by any law now or hereafter enacted are cumulative and the exercise of one right or remedy shall not impair the right of PCTA to any or all other remedies.

#### **SECTION 16: INSURANCE**

The PCTA shall maintain types and levels of insurance coverage for the PCTA as the Board of Directors determines to be reasonably adequate.

#### **SECTION 17: SEVERABILITY WAIVER OF PERSONAL LIABILITY**

No member, officer or employee of the PCTA or any Member shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the PCTA or other actions undertaken pursuant to this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the PCTA of any person who is or was a Member of the Board, or an officer, employee or other agent of the PCTA, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the PCTA, against expense, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the PCTA to the extent permitted by law.

#### **SECTION 18: GENERAL PROVISIONS**

**18.1 Severability.** In the event that any term, covenant or condition of this Agreement or the application of such term, covenant or condition, shall be held invalid as to any person or circumstance by any court having jurisdiction in the premises, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain

in force and effect unless a court holds that the provisions are not separable from all other provisions of this Agreement.

#### SECTION 18: SUCCESSORS AND ASSIGNS; AMENDMENTS

18.2 ~~This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Member~~Successors and Assigns; Amendments. No Member may assign any right or obligation hereunder without the consent of all other Members. The immediately preceding sentence shall not affect, in any respect, any right of assignment under any contract between any Member and PCTA. Subject to any requirements of law (including Government Code Section 6573 ~~of the Government Code of the State of California, as amended~~), this Agreement may be amended at any time and from time to time by a writing or writings executed by each and every Member and approved by resolution of each and every Member's governing body.

#### SECTION 19: NOTICES

18.3 ~~19.1~~ Notices. Any notice, demand or request, provided for in this Agreement shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by registered or certified mail, postage prepaid, to the persons specified below:

If to PCTA: 10200 Slater Avenue  
Fountain Valley, CA 92708  
Attention: PCTA Executive Director

If to the Member(s): City of Fountain Valley  
City Clerk  
10200 Slater Avenue  
Fountain Valley, CA 92708

~~City of Huntington Beach  
City Clerk  
2000 Main Street  
Huntington Beach, CA 92648~~

City of Stanton  
City Clerk  
7800 Katella Avenue  
Stanton, CA 90680  
City of Westminster  
City Clerk  
8200 Westminster Boulevard  
Westminster, CA 92683

~~19.2~~ A Member or PCTA may, at any time, by written notice to each other Member and PCTA, designate different or additional persons or different addresses for giving of notices, demands or requests to it hereunder.

~~19.3 PCTA may, at any time, by written notice to each Member, designate a different or additional person or a different address for giving notices, demands or requests to it hereunder.~~

#### SECTION 20: EXECUTION OF COUNTERPARTS

18.4 Execution in Counterparts. This Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

#### SECTION 21: PRIOR AGREEMENTS

18.5 Prior Agreements. Upon the effective date of this Agreement, the Joint Powers Agreement shall be superseded by this Agreement and shall have no further force and effect.

18.6 Governing Law. This Agreement is made in the State of California, under the Constitution and laws of such State, and shall be construed and enforced in accordance with the laws of such State.

18.7 Other Agreements Not Prohibited. Other agreements by and between the Parties of this Agreement or any other entity are neither prohibited nor modified in any manner by execution of this Agreement.

18.8 Section Headings. The section headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

18.9 Integration. This Agreement constitutes the full and complete Agreement of the Parties.

SIGNATURES ON THE FOLLOWING PAGE(S)

**SECTION 22: PROVISION OF ADVISORY AND CONSULTING SERVICES**

~~22.1~~ PCTA, its employees, agents, consultants, advisors, and other related parties may provide advisory and/or consultation services to ~~members~~ in relation to those subject specified in Section ~~5.11~~ upon approval of the Board.

~~22.2~~ Prior to the provision of any advisory and/or consultation services to any Member, the Member shall submit a written request to the PCTA specifying the nature of the requested services. The provision of advisory and/or consultation services shall be approved by the Board subject to the negotiation and approval of an appropriate reimbursement agreement between the PCTA and the Member specifying the cost of said services and the method of reimbursement payment.

IN WITNESS WHEREOF, the Members hereto have caused this Second Amended and Restated Joint Powers Agreement to be executed and attested by their proper officers thereunto duly authorized, ~~and their official seals to be hereto affixed, as of the day and year first above written~~making the same effective on the date signed by the last of all Parties hereto.

CITY OF FOUNTAIN VALLEY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

CITY OF ~~HUNTINGTON~~  
~~BEACH~~STANTON

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

CITY OF ~~STANTON~~WESTMINSTER

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

EXHIBIT A

SIGNATURE PAGE OF APPLYING AGENCY

IN WITNESS WHEREOF, the [Name of Applying Agency] has caused this Second Amended and Restated Joint Powers Agreement for the Public Cable Television Authority to be executed and attested by its proper officers thereunto duly authorized.

~~CITY~~ [NAME OF WESTMINSTER APPLYING AGENCY]

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Following approval by the Public Cable Television Authority Board of Directors and the satisfaction of conditions set forth in the Second Amended and Restated Joint Powers Agreement, the Public Cable Television Authority has caused this signature page to be executed and attested by its proper officers thereunto duly authorized.

PUBLIC CABLE TELEVISION  
AUTHORITY

By: \_\_\_\_\_

Its: Board Chair

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

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55651.00001 2/34025356-134025479.1

<b>Summary report:</b> <b>Litera® Change-Pro for Word 10.8.2.11 Document comparison done on</b> <b>6/15/2021 11:34:36 AM</b>	
<b>Style name:</b> Nick's Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original DMS:</b> iw://imanager/iManage/34025356/1	
<b>Modified DMS:</b> iw://imanager/iManage/34025479/1	
<b>Changes:</b>	
Add	330
Delete	224
Move From	29
Move To	29
Table Insert	1
Table Delete	1
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>614</b>

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** November 9, 2021

**SUBJECT: APPROVAL OF 2022 LEGISLATIVE PLATFORM**

### **REPORT IN BRIEF:**

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

### **RECOMMENDED ACTION:**

1. City Council declare that the project is not subject to the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Adopt the 2021 Legislative Platform; and
3. Authorize the Mayor and City Manager to provide support or opposition for legislation in compliance with the Legislative Platform.

### **BACKGROUND:**

During the legislative session, the City is often asked by different agencies, cities, and organizations to provide letters of support or opposition for certain pieces of legislation. These requests usually provide a very short turnaround period of a number of days, rather than weeks, for cities to draft and send letters of support or opposition. On February 9, 2021, City Council approved the 2021 Legislative Platform.

### **ANALYSIS/JUSTIFICATION:**

The adoption of the legislative platform allows for the City Council to establish guiding principles, and policy statements to provide staff with direction on which legislation to support or oppose. Included in the attached 2022 Legislative Platform are three Guiding Principles:

1. **Preserve Local Control** - Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.
2. **Promote Fiscal Stability** - Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting. Oppose measures that shift local funds to the County, State, or Federal Governments and/or make cities more dependent on the County, State, or Federal Governments for financial stability, such as unfunded mandates or mandated costs with no guarantee of local reimbursement or offsetting benefits.
3. **Support Funding Opportunities** - Support opportunities that allow the City to compete for its fair share of regional, state, and federal funding. Support funding for programs including, but not limited to, economic development such as infrastructure investment and housing, transportation projects including road resurfacing, bicycle and pedestrian safety, multi-modal transportation systems and transit-oriented development, air quality, water quality and local water reliability, parks and recreation, historic preservation, natural resources, hazard mitigation, public safety and public health.

Consistent with the Guiding Principles, a number of Policy Statements are proposed to take a clear position on a number of topics, including: administration and taxation, economic development, air quality and renewable energy, building, solid waste and recycling, water quality and water supply, land use planning and housing, cannabis, libraries, parks and recreation, human resources and risk management, public safety, police, fire and emergency medical services, and public works.

The adoption of the 2022 Legislative Platform will allow the City to address legislative and regulatory issues in a timely manner, while ensuring the positions taken are consistent with Council's direction. As new types of legislation are introduced, where a specific policy statement has not been included, staff would refer to the three guiding principles to determine whether to support or oppose a piece of legislation. The 2022 Legislative Platform is attached to this staff report along with a redline version showing the changes from the 2021 Legislative Platform.

#### **FISCAL IMPACT:**

None.

#### **ENVIRONMENTAL IMPACT:**

None. This item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) (The activity is covered by the common-sense exemption

that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA).

**LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:**

- 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:

Approved By:

/s/ Jason Huynh

/s/ Jarad L. Hildenbrand

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Jason Huynh  
Management Analyst

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Jarad L. Hildenbrand  
City Manager

**Attachment(s):**

- A. 2022 Legislative Platform
- B. Redline from 2021 Legislative Platform



**CITY OF STANTON**  
**LEGISLATIVE PLATFORM**  
**2022**

**Attachment: A**  
*[Click here to return to the agenda](#)*

**Purpose of the Legislative Platform**

This document serves as the City of Stanton's guide to actively pursuing pending legislation through monitoring and communications activities. The 2022 City of Stanton Legislative Platform represents the City Council's position on current or future issues that have the potential to directly or indirectly impact the City.

Below are the Guiding Principles and Policy Statements that will allow City staff to address 2022 legislative and regulatory issues in a timely manner, without precluding the consideration of additional legislative and budget issues that may arise during the legislative session.

## **GUIDING PRINCIPLES**

### **I. PRESERVE LOCAL CONTROL**

Preserve and protect the City's powers, duties and prerogatives to enact local legislation and policy direction concerning local affairs and oppose legislation that preempts local authority. Local agencies should preserve authority and accountability for revenues raised and services provided.

### **II. PROMOTE FISCAL STABILITY**

Support measures that promote fiscal stability, predictability, financial independence, and preserve the City's revenue base and maximum local control over local government budgeting. Oppose measures that shift local funds to the County, State, or Federal Governments and/or make cities more dependent on the County, State, or Federal Governments for financial stability, such as unfunded mandates or mandated costs with no guarantee of local reimbursement or offsetting benefits.

### **III. SUPPORT FUNDING OPPORTUNITIES**

Support opportunities that allow the City to compete for its fair share of regional, state, and federal funding. Support funding for programs including, but not limited to, economic development such as infrastructure investment and housing, transportation projects including road resurfacing, bicycle and pedestrian safety, multi-modal transportation systems and transit-oriented development, air quality, water quality and local water reliability, parks and recreation, historic preservation, natural resources, hazard mitigation, public safety and public health.

## **POLICY STATEMENTS**

### **Administration and Taxation**

1. Oppose State or Federal efforts to "borrow" local revenues and encourage the State to find other methods of balancing its budget.
2. Oppose measures that shift local funds to the County, State, or Federal Governments and/or make cities more dependent on the County, State, or Federal Governments for financial stability.
3. Support local sales and use tax reform to create an accurate and equitable distribution structure that appropriately captures and allocates sales tax, including automobile, boat, and RV purchases.
4. Oppose the imposition of state, federal, and regional mandates upon local governments, as well as federal mandates on the state.
5. Support maximum flexibility for local government in contracting and contract negotiations.
6. Support open government initiatives as well as the principles of the open meetings provisions of the Ralph M. Brown Act at all levels of government.

7. Support legislation that facilitates the ability of local government to share resources to increase efficiencies and decrease costs, including local efforts to address regional public safety issues.
8. Oppose proposals that would create additional financial burden on, or threaten the viability of, the California Public Employees' Retirement System (CalPERS).
9. Oppose measures that reduce local control over employee relations issues.
10. Support legislation that preserves the ability of local governments to determine the appropriate type of election for their jurisdiction.
11. Support efforts by the State to increase funding into the California State Controller's State Mandated Programs reimbursement program.
12. Support local sales and use tax reform to create an equitable distribution structure that appropriately captures and allocates online sales tax.

#### Economic Development

13. Support policies and programs that encourage working with other cities, counties and government agencies to jointly leverage resources and assets to create and strengthen economic clusters within the region.
14. Support economic development initiatives that preserve and enhance a positive business climate and maintain and grow the business tax base.
15. Support legislation that provides funding and resources to local businesses in response to the COVID-19 pandemic.

#### Air Quality and Renewable Energy

16. Support continued funding and incentives to local agencies to work together to improve air quality through the reduction of emissions and advancing economic and technical developments.
17. Support legislation and grants that would provide funds to support projects that demonstrate cost-effective, environmentally friendly, cutting-edge technologies and renewable energy for publicly owned facilities.

#### Building

18. Support policies and guidelines to facilitate alternative building methods, materials and technologies.

#### Solid Waste and Recycling

19. Support measures that maintain and enhance local authority and economic flexibility to regulate solid waste and recyclables.
20. Support legislation that will provide funding to cities that must comply with unfunded state mandates related to waste management, solid waste recycling, and organics recycling.

21. Monitor legislation that seeks to adjust the enforcement of regulations for organic waste diversion

#### Water Quality and Water Supply

22. Support and monitor legislation that increases the availability of, and funding for, water conservation, water reuse technologies, water recycling, local water storage, and other water supply technologies such as the Groundwater Replenishment System project.
23. Support the enhancement of a reliable and sustainable water supply for California as well as measures that improve water quality in the region.
24. Monitor the development and implementation of a State framework for long-term water conservation measures.

#### Land Use Planning and Housing

25. Support efforts to strengthen the legal and fiscal capability of local agencies to prepare, adopt and implement plans for orderly growth, development, beautification, and conservation of local planning areas.
26. Oppose state and federal legislation and regulations that mandate the ministerial or streamlined approval of accessory dwelling units or other types of developments.
27. Support housing measures that promote the development and enhancement of safe and affordable housing within the City for all economic segments of the population, while still retaining local control.
28. Support local control over the licensure and regulation of alcoholism or drug abuse recovery or treatment facilities.
29. Monitor legislation or regulations that seek to expand enforcement capabilities of the State for RHNA compliance

#### Cannabis

30. Support local, state, and federal actions that maintain local control and land use authority relating to medicinal and recreational cannabis.
31. Support local, state and federal regulations that provide for the enforcement necessary for medicinal and recreational cannabis laws.

#### Libraries

32. Support full State funding of the Public Library fund and other local public library programs.

#### Parks and Recreation

33. Oppose efforts that diminish funding for vital regional and community services that negatively impact Californian's access to parks, open space, and natural resources.

34. Support policies and funding sources that improve local government's ability to provide bike lanes and bike ways, after-school programming, senior services, and facilities that promote physical activity.
35. Support local government funding opportunities for new recreation resources and for ongoing operations and maintenance for existing parks.
36. Promote local agency control over policies that recognize the benefits of parks and recreation facilities.

#### Human Resources and Risk Management

37. Oppose measures that reduce local control over employee relations issues or mandate new or enhanced local government employee benefits.
38. Oppose measures that impose compulsory and binding arbitration with respect to employees.
39. Oppose legislation that would add unnecessary bureaucratic requirements to the California Public Records Act (CPRA).
40. Support pension reform measures designed to control or decrease employer liability or increase transparency in reporting without imposing undue hardships or administrative burdens on local government.
41. Monitor legislation or regulations that mandate vaccines, including but not limited to the COVID-19 vaccine, for public employees

#### Public Safety

42. Support measures that promote and improve community safety and well-being.
43. Oppose legislative attempts at early release of incarcerated prisoners and measures that would further de-criminalize non-violent offenses.
44. Support funding for local mitigation related to Proposition 47 and Proposition 57.
45. Support initiatives involving county, state, and federal governments to reduce and prevent homelessness in Orange County.
46. Support legislation and funding for disaster preparedness and emergency planning as well as measures that provide cities with an increased role in emergency preparedness.
47. Oppose legislation and regulations that would hinder a local government's ability to contract for public safety services.
48. Advocate for COVID-19 local recovery efforts by providing cities with direct and flexible federal and state funding to support the public's health and the economy.
49. Support measures that provide for additional funding to clean-up illegal dump sites or homeless encampments

#### Police

50. Support local control over adult entertainment facilities, alcohol establishments, and properties where illegal drugs are sold.

51. Support local control for the regulation of cultivation, storage, manufacturing, transportation and use of medicinal and recreational cannabis and monitor legislative and administration activity to create a joint regulatory structure for medicinal and recreational cannabis.
52. Support legislation increasing resources and local authority for abatement of public vandalism, especially graffiti.
53. Support the use of Homeland Security Funds for local public safety agencies.

#### Fire and Emergency Medical Services

54. Support local control of fire and emergency medical services/ambulance services, including pre-hospital care and transport.
55. Support efforts to streamline and coordinate hazardous materials regulations.
56. Oppose onerous standards for fire safety personnel that increase costs for local governments while doing little to increase effectiveness.

#### Public Works

57. Support increased State and Federal funding of transportation improvements with regional or sub-regional benefits for all modes of transportation.
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60. Support legislation that affords local agencies greater discretionary authority to expend available transportation funds and affords local jurisdictions greater flexibility over transportation-related issues.
61. Support the City securing their fair share of funding from SB 1 revenues to fund local transportation projects.
62. Oppose efforts that remove local regulatory authority on wireless infrastructure development.



**CITY OF STANTON**  
**LEGISLATIVE PLATFORM**  
**20212022**

**Purpose of the Legislative Platform**

This document serves as the City of Stanton's guide to actively pursuing pending legislation through monitoring and communications activities. The 20212022 City of Stanton Legislative Platform represents the City Council's position on current or future issues that have the potential to directly or indirectly impact the City.

Below are the Guiding Principles and Policy Statements that will allow City staff to address 20212022 legislative and regulatory issues in a timely manner, without precluding the consideration of additional legislative and budget issues that may arise during the legislative session.

## **GUIDING PRINCIPLES**

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21. Monitor legislation that seeks to adjust the enforcement of regulations for organic waste diversion

Water Quality and Water Supply

- ~~21-22.~~ Support and monitor legislation that increases the availability of, and funding for, water conservation, water reuse technologies, water recycling, local water storage, and other water supply technologies such as the Groundwater Replenishment System project.
- ~~22-23.~~ Support the enhancement of a reliable and sustainable water supply for California as well as measures that improve water quality in the region.
- ~~23-24.~~ Monitor the development and implementation of a State framework for long-term water conservation measures.

Land Use Planning and Housing

- ~~24-25.~~ Support efforts to strengthen the legal and fiscal capability of local agencies to prepare, adopt and implement plans for orderly growth, development, beautification, and conservation of local planning areas.
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- ~~29-31.~~ Support local, state and federal regulations that provide for the enforcement necessary for medicinal and recreational cannabis laws.

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- ~~32-34.~~ Support policies and funding sources that improve local government's ability to provide bike lanes and bike ways, after-school programming, senior services, and facilities that promote physical activity.
- ~~33-35.~~ Support local government funding opportunities for new recreation resources and for ongoing operations and maintenance for existing parks.
- ~~34-36.~~ Promote local agency control over policies that recognize the benefits of parks and recreation facilities.

#### Human Resources and Risk Management

- ~~35-37.~~ Oppose measures that reduce local control over employee relations issues or mandate new or enhanced local government employee benefits.
- ~~36-38.~~ Oppose measures that impose compulsory and binding arbitration with respect to employees.
- ~~37-39.~~ Oppose legislation that would add unnecessary bureaucratic requirements to the California Public Records Act (CPRA).
- ~~38-40.~~ Support pension reform measures designed to control or decrease employer liability or increase transparency in reporting without imposing undue hardships or administrative burdens on local government.

41. Monitor legislation or regulations that mandate vaccines, including but not limited to the COVID-19 vaccine, for public employees

#### Public Safety

- ~~39-42.~~ Support measures that promote and improve community safety and well-being.
- ~~40-43.~~ Oppose legislative attempts at early release of incarcerated prisoners and measures that would further de-criminalize non-violent offenses.
- ~~41-44.~~ Support funding for local mitigation related to Proposition 47 and Proposition 57.
- ~~42-45.~~ Support initiatives involving county, state, and federal governments to reduce and prevent homelessness in Orange County.
- ~~43-46.~~ Support legislation and funding for disaster preparedness and emergency planning as well as measures that provide cities with an increased role in emergency preparedness.
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- ~~45-48.~~ Advocate for COVID-19 local recovery efforts by providing cities with direct and flexible federal and state funding to support the public's health and the economy.

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- ~~46-50.~~ Support local control over adult entertainment facilities, alcohol establishments, and properties where illegal drugs are sold.

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- ~~49-53.~~ Support the use of Homeland Security Funds for local public safety agencies.

#### Fire and Emergency Medical Services

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- ~~52-56.~~ Oppose onerous standards for fire safety personnel that increase costs for local governments while doing little to increase effectiveness.

#### Public Works

- ~~53-57.~~ Support increased State and Federal funding of transportation improvements with regional or sub-regional benefits for all modes of transportation.
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- ~~56-60.~~ Support legislation that affords local agencies greater discretionary authority to expend available transportation funds and affords local jurisdictions greater flexibility over transportation-related issues.
- ~~57-61.~~ Support the City securing their fair share of funding from SB 1 revenues to fund local transportation projects.
- ~~58-62.~~ Oppose efforts that remove local regulatory authority on wireless infrastructure development.

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

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

**DATE:** November 9, 2021

**SUBJECT: FIRST AND SECOND AMENDMENTS TO THE TO LOAN NOTE AND DEED OF TRUST AGREEMENT FOR THE PROPERTY LOCATED AT 10634 RAMBLEWOOD DRIVE**

### **REPORT IN BRIEF:**

A first amendment was processed but not presented to the Council for certification. This action will certify the past amendment. The Second Amendment will continue the repayment process and will remove the expiration of the agreement and maintain the requirement for repayment at the time of sale or refinance.

### **RECOMMENDED ACTION:**

1. City Council find this item is not subject to California Environmental Quality Act ("CEQA") State CEQA Guidelines Section 1578(b)(5) Organizational or administrative activities of governments that will not result in direct or indirect physical changed in the environment; and
2. Certify the First Amendment and approve the Second Amendment to the Loan Note and Deed of Trust Agreement to extend the loan term.

### **BACKGROUND:**

On May 4, 1984, the City and Edward and Shirley Kirkland entered into a Loan Note and Deed of Trust Agreement in which the City provided an affordable housing assistance loan in the amount of \$20,000 for the property located at 10634 Ramblewood Drive. The term of the loan was for 30 years and included a repayment installation plan of \$200.00 a year for 30 years with the ability to extend the terms.

### **ANALYSIS/JUSTIFICATION:**

An Amendment to this promissory note was processed on August 17, 2016. The Loan Agreement was amended to extend the time for repayment of the Loan from 30 years to 35 years or to a repayment date to May 4, 2019. This agreement was process and recorded with the County Clerk but was not certified by the City Council.

The first amendment lapsed on May 4, 2019. The property owner is compliant with the terms and conditions of the promissory note. They have made all yearly payments and have remained the occupants and owners of the property located at 10634 Ramblewood Drive. Staff is requesting the City enter into a Second Amendment to continue the agreement for this affordable housing loan as originally issued.

The Second amendment will continue the repayment plan and rather than extend the term for another five years, the agreement removes the expiration timing of the agreement and requires the remainder of loan to be repaid at the time of sale. It is common for affordable housing assistance loans to require repayment at the time of the sale of the property. Since the affordable housing loan is to assist first time buyers working to enter the housing market, it is typical to remove the burden of repayment or additional monthly or yearly payments, thereby keeping the cost of housing affordable.

By amending this agreement as described, the promissory note remains in place and the terms are consistent with other affordable housing assistance loans. Removing the expiration date maintains the intent and purpose of the original agreement. The property owner has been notified of this amendment and they understand and agree to the terms.

#### **LEGAL REVIEW:**

The City Attorney's office has reviewed the attached draft Second Amendment to Loan Note Agreement.

#### **FISCAL IMPACT:**

The Housing Authority funds made available from the loan repayment will be deferred from 2019 to the time of sale of the property. With the extension of the loan, the City will continue to collect the 1% interest or \$200 annually.

#### **ENVIRONMENTAL IMPACT:**

None.

#### **PUBLIC NOTIFICATION:**

Through the normal agenda process

#### **STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency of Governance

Prepared by:

Approved by:

/s/ Jennifer A. Lilley

/s/ Jarad L. Hildenbrand

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Jennifer A. Lilley, AICP  
Community & Economic Development  
Director

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Jarad L. Hildenbrand  
City Manager

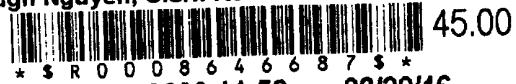
**Attachment:**

- A. Recorded First Amendment to Loan Note and Deed of Trust Agreement
- B. Draft Second Amendment to Loan Note and Deed of Trust Agreement

**Recording Requested By:**  
City of Stanton

**When Recorded Mail To:**  
City of Stanton  
Housing Authority  
7800 Katella Avenue  
Stanton, CA 90680-3162

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



2016000413202 11:52 am 08/30/16

47 NC-5 A17 F13 13  
0.00 0.00 0.00 0.00 38.00 0.00 0.00 0.00

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Space Above for Recorder's Use Only.

APN: 079-783-12  
Address: 10634 Ramblewood Drive  
Stanton, CA 90680

**FIRST AMENDMENT TO LOAN NOTE AND DEED OF TRUST AGREEMENT  
(Kirkland Property)**

**THIS FIRST AMENDMENT TO LOAN NOTE AND DEED OF TRUST AGREEMENT** (hereinafter referred to as the "Amendment") is entered into as of this 17<sup>th</sup> day of August, 2016, by and between the CITY OF STANTON, CALIFORNIA, a municipal corporation (the "City"), and EDWARD L. KIRKLAND, JR. AND SHIRLEY A. KIRKLAND (collectively, the "Owner").

**Recitals**

A. The City and Owner entered into a Loan Note and Deed of Trust Agreement, executed as of May 4, 1984 (the "Loan Agreement"), in which the City provided a \$20,000 loan (the "Loan") to the Owner for affordable housing purposes at 10634 Ramblewood in the City of Stanton, California (the "Property"), in consideration for Owner's operation and management of the Property (the "Affordable Housing Project"). Pursuant to the Loan Agreement, the Owner executed and delivered to the City a Deed of Trust, dated as of May 4, 1984, to secure the repayment of the Loan Promissory Note (the "Note"). The Note on the Loan is secured by a Deed of Trust dated May 4, 1984, and recorded May 10, 1984, as Instrument No. 84-194605 in the Official Records of Orange County, California (the "Deed of Trust"). The term of the Loan was for 30 years. Capitalized terms used but not defined in this Amendment shall have the meanings given in the Loan Agreement.

B. Following the expiration of the Loan term, the Owner sought additional time to repay the City, in consideration for the Owner continuing to operate and maintain the Property.

C. The City and the Owner desire to enter into this Amendment to provide for such amendment to the repayment term on the Loan and to make other conforming modifications to the Loan Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Agreements**

**Section 1. Recitals Incorporated.** The foregoing recitals are true and correct and incorporated herein by this reference.

**Section 2. Purpose of this Amendment.**

The purpose of this Amendment is to modify the Loan Agreement to extend the time for repayment of the Loan, and to make other conforming modifications to the Loan Agreement.

**Section 3. Amendment to Note.**

Pursuant to the Loan Agreement, the Owner executed and delivered to the City that certain Promissory Note (the "Note"), executed as of May 4, 1984, in the principal amount of Twenty Thousand Dollars (\$20,000.00) (the "Loan"). The Note provides for repayment of the Loan after a thirty (30) year period. The City hereby agrees to extend the time for repayment of the Loan to thirty-five (35) years or no later than May 4, 2019. Concurrently with the execution of this Amendment, the Owner and City shall execute a First Amendment to Promissory Note in a form substantially similar to Exhibit "A", which shall be recorded with the Orange County Clerk upon execution. The Loan shall be repaid pursuant to the terms of the Note, as amended by the First Amendment to Promissory Note.

**Section 4. Indemnification.**

To the fullest extent permitted by law, Owner 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts or omissions or willful misconduct of, or any failure to perform any covenant contained in this Amendment by, Owner, its representatives, successors, and assigns arising out of or in connection with the performance of the Loan Agreement, the Affordable Housing Project or this Amendment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Owner shall defend, at Owner's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors,

officials, officers, employees, agents or volunteers. Owner shall pay and satisfy any such judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers or agents, in any such suit, action or other legal proceeding. Owner shall reimburse City and its officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Owner's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, volunteers or agents.

**Section 5. Attorneys' Fees.**

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

**Section 6. Recording, Lien.**

Should Owner fail to repay the full principal balance and accrued interest on the Loan by the end of the repayment term of thirty-five (35) years, as extended by this Amendment, the City shall record the Loan as a lien against the Property in the official real property records of the Recorder's Office for Orange County, California.

**Section 7. Assignment, Transfer.**

Owner shall not assign, hypothecate, or transfer, either directly or by operation of law, the Loan Agreement or this Amendment 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.

**Section 8. Severability.**

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

**Section 9. Force and Effect.**

The effective date of this Amendment shall be the date that this Amendment is signed by the City. Except as modified and amended by this Amendment, all other provisions of the Loan Agreement, including all exhibits thereto, shall remain unchanged and in full force and effect, and all references to the Loan Agreement shall hereafter mean and refer to the Loan Agreement, as amended by this Amendment.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Amendment as of the date first above written.

*[Signatures on following page]*

**SIGNATURE PAGE TO  
FIRST AMENDMENT TO LOAN NOTE AND DEED OF TRUST AGREEMENT  
(Kirkland Property)**

CITY:

CITY OF STANTON

By: *James A. Box*  
Its: City Manager

Date: 8/16/16

-AND-

OWNER: *Edward L. Kirkland, Jr.*  
*Edward L. Kirkland, Jr.*  
Edward L. Kirkland, Jr.

Date: 8/16/16

*Shirley A. Kirkland* 08/22/2016  
*Shirley A. Kirkland*  
Shirley A. Kirkland

Date: 8-16-16

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

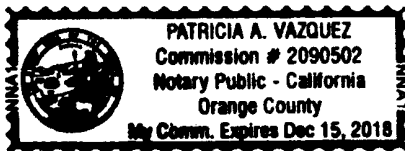
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On August 25, 2016 before me, Patricia A. Vazquez, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared James Arthur Box  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: 1<sup>st</sup> Amendment to Loan Note Document Date: 08/17/2016  
 Number of Pages: 7 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: James Arthur Box  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☒ Other: City of Stanton / City Manager  
 Signer Is Representing: City of Stanton

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
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☐ Other: \_\_\_\_\_  
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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Orange )

On August 22, 2016 before me, Patricia A. Vazquez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Edward Lowell Kirkland Jr.  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: 1st Amendment to Loan Note Document Date: 08/17/2016  
Number of Pages: 7 Signer(s) Other Than Named Above: —

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Edward Lowell Kirkland Jr.  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: Self/owner

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☒ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

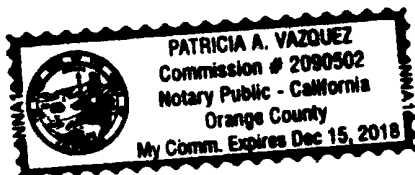
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On August 22, 2016 before me, Patricia A Vazquez, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Shirley Ann Kirkland  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: 1st Amended Loan Note Document Date: 08/17/2016  
 Number of Pages: 7 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Shirley Ann Kirkland  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: Self/owner

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

## EXHIBIT "A"

### FIRST AMENDMENT TO PROMISSORY NOTE

This Amendment to Promissory Note ("Amendment") is made by and between the CITY OF STANTON, CALIFORNIA, a municipal corporation ("City") and EDWARD L. KIRKLAND, JR. AND SHIRLEY A. KIRKLAND (collectively, the "Owner") who agree as follows:

1. Background. The City and Owner entered into a Loan Note and Deed of Trust Agreement, executed as of May 4, 1984 (the "Loan Agreement"), in which the City provided a \$20,000 loan (the "Loan") to the Owner for affordable housing purposes at 10634 Ramblewood in the City of Stanton, California (the "Property"), in consideration for Owner's operation and management of the Property (the "Affordable Housing Project"). The Promissory Note (the "Note") on the Loan is secured by a deed of trust dated as of May 4, 1984, and recorded May 10, 1984, as Instrument No. 84-194605 in the Official Records of Orange County, California (the "Deed of Trust"). The term of the Loan was for 30 years. Capitalized terms used but not defined in this Amendment shall have the meanings given in the Loan Agreement.

2. Purpose of Amendment. The purpose of this Amendment is to modify the Loan Agreement to extend the time for repayment of the Loan under the Note. The Loan shall be repaid pursuant to the terms of the Note, as amended by this First Amendment to Promissory Note.

3. Parties to Promissory Note. The parties to the Promissory Note hereby amended are the CITY OF STANTON, CALIFORNIA, a municipal corporation ("City") and EDWARD L. KIRKLAND, JR. AND SHIRLEY A. KIRKLAND (collectively, the "Owner").

4. Amendment to Promissory Note.

a. The first paragraph of the Note is hereby amended and replaced in its entirety with the following language:

"\$20,000.00 Anaheim, California, May 4, 1984, after date, or value received, Edward L. Kirkland, Jr. and Shirley A. Kirkland promise to pay to the City of Stanton, a municipal corporation, at a place designated by the beneficiary a sum of Twenty Thousand and No/100ths Dollars (\$20,000.00), with interest from May 10, 1984 until paid, at the rate of one percent (1%), per annum, payable in yearly installments of \$200.00 interest only, beginning one year after the close of escrow and to continue for thirty-five (35) years, at which time the unpaid principal balance and accrued interest shall be due and payable. Trustor agrees to pay a late charge of six percent (6%) of the yearly amount on any payment received ten (10) days after the due date. Payments shall be

made to the City of Stanton or such designated party(ies). This second Trust Deed Loan is made for the purpose of providing affordable housing to persons deemed eligible pursuant to the policies of the City of Stanton in cooperation with the U.S. Department of Housing and Urban Development. This loan is made with the following conditions:

1. The borrower shall occupy the property as his principal residence for the life of this loan;
2. The borrower shall maintain the property in good order and in compliance with local codes."

5. Effect. All terms and provisions of the Loan Agreement, the Note and Deed of Trust shall continue in full force and effect except as specifically modified hereby. This Amendment shall be effective upon the date of execution by the City and Owner.

CITY:

CITY OF STANTON

By: James D. Box  
Its: City Manager

Date: 8/16/16

-AND-

OWNER:

Edward L. Kirkland, Jr.  
Edward L. Kirkland, Jr.

Date: 8/16/16

Shirley A. Kirkland 08/22/2016  
Shirley A. Kirkland  
Shirley A. Kirkland

Date: 8-16-16

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

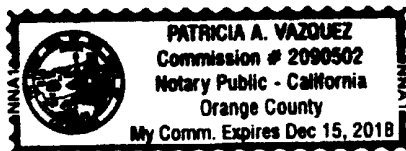
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On August 25, 2016 before me, Patricia A Vazquez, Notary Public,  
 Date Here Insert Name and Title of the Officer  
 personally appeared James Arthur Box  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: 1<sup>st</sup> Amendment to loan Note Document Date: 08/17/2016  
 Number of Pages: 7 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: James Arthur Box  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☒ Other: City of Stanton / City Manager  
 Signer Is Representing: City of Stanton

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

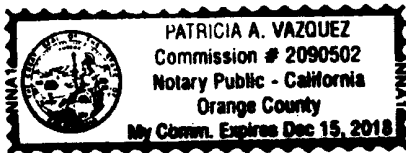
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On August 22 2016 before me, Patricia A. Vazquez, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Edward Lowell Kirkland Jr.  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: 1st Amendment to Loan Note Document Date: 08/17/2016  
 Number of Pages: 7 Signer(s) Other Than Named Above: -

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Edward Lowell Kirkland, Jr.  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: Self/Owner

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

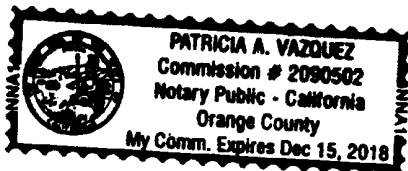
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 County of Orange )  
 On August 22, 2016 before me, Patricia A. Vazquez, Notary Public  
 Date Here Insert Name and Title of the Officer  
 personally appeared Shirley Ann Kirkland  
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature \_\_\_\_\_  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: 1st Amended Loan Note Document Date: 08/17/2016  
 Number of Pages: 7 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Shirley Ann Kirkland  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: Self/owner

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

**SECOND AMENDMENT TO LOAN NOTE AND DEED OF TRUST AGREEMENT  
(Kirkland Property)**

**THIS SECOND AMENDMENT TO LOAN NOTE AND DEED OF TRUST AGREEMENT** (hereinafter referred to as the “Second Amendment”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF STANTON, CALIFORNIA, a municipal corporation (the “City”), and EDWARD L. KIRKLAND, JR. AND SHIRLEY A. KIRKLAND (collectively, the “Owner”). City and Owner are sometimes individually referred to as a “Party” and collectively as the “Parties.”

**Recitals**

A. The City and Owner entered into a Loan Note and Deed of Trust Agreement, executed as of May 4, 1984 (the “Loan Agreement”), in which the City provided a \$20,000 loan (the “Loan”) to the Owner for affordable housing purposes at 10634 Ramblewood Drive in the City of Stanton, California (the “Property”), in consideration for Owner’s operation and management of the Property (the “Affordable Housing Project”). Pursuant to the Loan Agreement, the Owner executed and delivered to the City a Deed of Trust, dated as of May 4, 1984, to secure the repayment of the Loan Promissory Note (the “Note”). The Note on the Loan is secured by a Deed of Trust dated May 4, 1984, and recorded May 10, 1984, as Instrument No. 84-194605 in the Official Records of Orange County, California (the “Deed of Trust”). The term of the Loan was for 30 years. Capitalized terms used but not defined in this Second Amendment shall have the meanings given in the Loan Agreement.

B. City and Owner subsequently entered into that certain First Amendment to Loan and Deed of Trust Agreement dated August 17, 2016 (the “First Loan Agreement Amendment”). Concurrently with the execution of the First Loan Agreement Amendment, Owner and City also executed that certain First Amendment to Promissory Note (“First Promissory Note Amendment”).

C. The First Loan Agreement Amendment and First Promissory Note Amendment are attached hereto as Exhibit “A” and referred to collectively herein as the “First Amendment.” The First Amendment was recorded on August 30, 2016 as Instrument No. 2016000413202 in the Official Records of Orange County, California.

D. The First Amendment provided Owner with additional time to repay the City in consideration for the Owner continuing to operate and maintain the Property. Upon execution of the First Amendment, the Loan became due and payable no later than May 4, 2019.

E. Affordable housing loans commonly require owners to repay the balance when the owner sells or otherwise transfers their interest in the property (often called a “due on sale” provision).

E. City and Owner desire to amend the Loan Agreement to add such a provision therein. Upon execution of this Second Amendment, Owner shall be responsible for repaying the Loan on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **Agreements**

Section 1. Recitals Incorporated. The foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Purpose of this Amendment.

The purpose of this Second Amendment is to modify the Loan Agreement by adjusting the terms and conditions governing Owner's repayment of the Loan.

Section 3. Amendment to Note.

Pursuant to the Loan Agreement, the Owner executed and delivered to the City that certain Promissory Note (the "Note"), executed as of May 4, 1984, in the principal amount of Twenty Thousand Dollars (\$20,000.00) (the "Loan"). The Note originally provided for repayment of the Loan after a thirty (30) year period. The First Amendment to the same (attached hereto as Exhibit "A") extended the time for repayment to thirty-five (35) years or no later than May 4, 2019. The parties agree that the foregoing repayment schedule is hereby superseded by this Second Amendment. Concurrently with the execution of this Second Amendment, the parties will execute a Second Amendment to Promissory Note in a form substantially similar to Exhibit "B," which shall be recorded with the Orange County Clerk upon execution. The parties acknowledge and agree that the Loan shall be repaid pursuant to the terms of Exhibit "B," which is incorporated herein by reference.

Section 4. Indemnification.

To the fullest extent permitted by law, Owner 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, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts or omissions or willful misconduct of, or any failure to perform any covenant contained in this Second Amendment by, Owner, its representatives, successors, and assigns arising out of or in connection with the performance of the Loan Agreement, the Affordable Housing Project or this Second Amendment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Owner shall defend, at Owner's own cost, expense and risk, any and all such aforesaid suits, actions or other legal

proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, employees, agents or volunteers. Owner shall pay and satisfy any such judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers or agents, in any such suit, action or other legal proceeding. Owner shall reimburse City and its officials, officers, employees, volunteers and/or agents, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Owner's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, volunteers or agents.

Section 5. Attorneys' Fees.

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

Section 6. Recording, Lien.

Should Owner fail to repay the full principal balance and accrued interest on the Loan by the end of the repayment term established by this Second Amendment, the City shall record the Loan as a lien against the Property in the official real property records of the Recorder's Office for Orange County, California.

Section 7. Assignment, Transfer.

Owner shall not assign, hypothecate, or transfer, either directly or by operation of law, the Loan Agreement or this Second Amendment or any interest herein without the prior written consent of the City. Any attempt to do so shall immediately trigger Owner's obligation to repay the Loan.

Section 8. Severability.

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

Section 9. Force and Effect.

The effective date of this Second Amendment shall be the date that this Second Amendment is signed by the City and Owner. Except as modified and amended by this Second Amendment, all other provisions of the Loan Agreement and First Amendment, including all exhibits thereto, shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Second Amendment as of the date first above written.

**CITY:**

CITY OF STANTON

By: \_\_\_\_\_

Its: City Manager

Date: \_\_\_\_\_

-AND-

**OWNER:**

\_\_\_\_\_  
Edward L. Kirkland, Jr.

Date: \_\_\_\_\_

\_\_\_\_\_  
Shirley A. Kirkland

Date: \_\_\_\_\_

## **EXHIBIT “A”**

(First Amendments to Loan Agreement and Promissory Note)

## EXHIBIT "B"

### SECOND AMENDMENT TO PROMISSORY NOTE

This Second Amendment to Promissory Note ("Second Amendment") is made by and between the CITY OF STANTON, CALIFORNIA, a municipal corporation ("City") and EDWARD L. KIRKLAND, JR. AND SHIRLEY A. KIRKLAND (collectively, the "Owner") who agree as follows:

1. Background.

a. The City and Owner entered into a Loan Note and Deed of Trust Agreement, executed as of May 4, 1984 (the "Loan Agreement"), in which the City provided a \$20,000 loan (the "Loan") to the Owner for affordable housing purposes at 10634 Ramblewood in the City of Stanton, California (the "Property"), in consideration for Owner's operation and management of the Property (the "Affordable Housing Project"). The Promissory Note (the "Note") on the Loan is secured by a deed of trust dated as of May 4, 1984, and recorded May 10, 1984, as Instrument No. 84-194605 in the Official Records of Orange County, California (the "Deed of Trust"). The term of the Loan was for 30 years. Capitalized terms used but not defined in this Amendment shall have the meanings given in the Loan Agreement.

b. City and Owner subsequently entered into that certain First Amendment to Loan and Deed of Trust Agreement dated August 17, 2016 (the "First Loan Agreement Amendment"). Concurrently with the execution of the First Loan Agreement Amendment, Owner and City also executed that certain First Amendment to Promissory Note ("First Promissory Note Amendment"). The First Loan Agreement Amendment and First Promissory Note Amendment (collectively referred to herein as the "First Amendment") were recorded on August 30, 2016 as Instrument No. 2016000413202 in the Official Records of Orange County, California. Upon execution of the First Amendment, the Loan became due and payable no later than May 4, 2019.

2. Purpose of Second Amendment. The purpose of this Second Amendment is to modify the terms and conditions governing Owner's repayment of the Loan under the Note. City and Owner hereby acknowledge and agree that the Loan shall be repaid pursuant to the terms of the Note, as amended by this Second Amendment to Promissory Note.

3. Parties to Promissory Note. The parties to the Promissory Note hereby amended are the CITY OF STANTON, CALIFORNIA, a municipal corporation ("City") and EDWARD L. KIRKLAND, JR. AND SHIRLEY A. KIRKLAND (collectively, the "Owner").

4. Amendment to Promissory Note.

a. The first paragraph of the Note is hereby amended and replaced in its entirety with the following language:

"\$20,000.00 Anaheim, California, May 4, 1984, after date, or value received, Edward L. Kirkland, Jr. and Shirley A. Kirkland promise to pay to the City of Stanton, a municipal corporation, at a place designated by the beneficiary a sum of Twenty Thousand and No/100ths Dollars (\$20,000.00), with interest from May 10, 1984 until paid, at the rate of one percent (1%), per annum, payable in yearly installments of \$200.00 interest only, beginning one year after the close of escrow and continuing until such time as the unpaid principal balance and any accrued interest thereon is paid in full. Trustor agrees to pay a late charge of six percent (6%) of the yearly amount on any payment received ten (10) days after the due date. Payments shall be made to the City of Stanton or such designated party(ies).

Trustor understands, acknowledges, and agrees that the entire unpaid principal balance and any accrued interest thereon shall be immediately due and payable to the City of Stanton upon Trustor directly or indirectly, voluntarily or involuntarily, selling, entering into a contract of sale, assigning, transferring, disposing of, alienating or further encumbering any portion of the real property located at 10634 Ramblewood Drive, City of Stanton, California 90680.

This second Trust Deed Loan is made for the purpose of providing affordable housing to persons deemed eligible pursuant to the policies of the City of Stanton in cooperation with the U.S. Department of Housing and Urban Development. This loan is made with the following conditions:

1. The borrower shall occupy the property as his principal residence for the life of this loan;
2. The borrower shall maintain the property in good order and in compliance with local codes."

5. Effect. All terms and provisions of the Loan Agreement, the Note, the First Amendment and Deed of Trust shall continue in full force and effect except as specifically modified hereby. This Second Amendment shall be effective upon the date of execution by the City and Owner.

**CITY:**

CITY OF STANTON

By: \_\_\_\_\_  
Its: City Manager

Date: \_\_\_\_\_

-AND-

**OWNER:**

\_\_\_\_\_  
Edward L. Kirkland, Jr.

Date: \_\_\_\_\_

\_\_\_\_\_  
Shirley A. Kirkland

Date: \_\_\_\_\_

## ACKNOWLEDGMENT

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

State of California  
County of Orange

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## ACKNOWLEDGMENT

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

State of California  
County of Orange

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## ACKNOWLEDGMENT

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

State of California  
County of Orange

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## **CITY OF STANTON**

### **REPORT TO CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** November 9, 2021

**SUBJECT: AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES WITH CHARLES ABBOTT ASSOCIATES, INC. FOR BUILDING SERVICES**

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

Request authorization to allow the City Manager to amend the Agreement with Charles Abbot Associates, Inc., to extend the existing contract from November 13, 2021 through February 20, 2022.

#### **RECOMMENDED ACTION:**

1. City Council declare the action not a project as defined by the California Environmental Quality Act ("CEQA") and will have no result direct or indirect to physical changes in the environment; and
2. Approve the Amendment to the Agreement with Charles Abbott Associates, Inc.

#### **BACKGROUND:**

The City has been using the services of Charles Abbott and Associates to provide plan checking, field inspection and Building Official staffing during this contract term of November 2014 to present. The current agreement with Charles Abbott expires on November 13, 2021.

The City issued an RFP on August 31, 2021 to solicit proposals from various firms providing similar services. On September 22, 2021 the City received ten proposals and has been reviewing the staffing plan, costs, and references provided by these firms.

In order to complete this review and make the best decision for the community, staff is requesting additional time to consider all options available.

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

The City is experiencing a high level of development and construction activity. The building services provided to the development community, business community and residents of Stanton are a high priority and need to reflect the values of the community. The decision to continue with the current service provider or make a change is an important decision for the

City of Stanton and must take into consideration, technical capabilities, efficiency, effectiveness and cost.

In order to ensure proper vetting, negotiations and execution of a new contract either continuing with the current service provider or a new option, City staff needs additional time to complete the process. To ensure the Building services including plan check, inspection and Building Official staffing continues without interruption, this three month Amendment will provide the time necessary to complete the review and make a recommendation to the City Council while maintaining the level of service necessary to meet the need.

**FISCAL IMPACT:**

The Amendment to the Agreement is an extension of time and does not change the billing rates or payment terms of the contract. The budget has anticipated Building services to be provided based on past annual costs and the services are paid based on the permit fees as established in the Agreement. No impact to the General Fund is anticipated.

**ENVIRONMENTAL IMPACT:**

In accordance with the provisions of the California Environmental Quality Act, this action is not a project.

**PUBLIC NOTIFICATION:**

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

**STRATEGIC PLAN:**

- 1 – Provide a Safe Community
- 6 – Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared By:

Approved by:

/s/ Jennifer A. Lilley

/s/ Jarad L. Hildenbrand

\_\_\_\_\_  
Jennifer A. Lilley, AICP  
Community & Economic Development Director

\_\_\_\_\_  
Jarad Hildenbrand  
City Manager

Attachment:

- A. Charles Abbott Associates, Inc. Contract and Proposal
- B. Draft Amendment to Agreement for Consultant Services

**Charles Abbott Associates, Inc.**



**"Helping public agencies provide effective and efficient municipal services to improve communities since 1984"**

**Proposal for**  
**Building and Safety Services**

**Prepared for**

**City of Stanton**

**Attn: Kelly Hart, Community and Economic Development Director**  
**7800 Katella Avenue**  
**Stanton, CA 90680**

**By:**  
**Charles Abbott Associates, Inc.**

27401 Los Altos # 220  
Mission Viejo, CA 92691  
Toll Free: (866) 530-4980

[www.caaprofessionals.com](http://www.caaprofessionals.com)

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## A. LETTER OF INTRODUCTION

October 17, 2018

Subject: Proposal for Building and Safety Services

Charles Abbott Associates, Inc. (CAA) is pleased to submit the enclosed Proposal for Building and Safety Services to the City of Stanton (City).

Since 1984, CAA has been providing a growing number of cities with outstanding Building Services. Over the years, our vast knowledge, experience, and proven ability to satisfy the needs of cities and counties of all sizes has earned us the reputation of being one of the most qualified firms in the industry.

CAA is exceptionally qualified to provide the requested services to the City as described in our submittal. Our team is not only comprised of building & safety experts, but also highly trained professionals who are able to balance regulatory requirements, cost effectiveness, political considerations, and practicality when advising our clients. Due to our depth of professional knowledge and our 30 years of industry experience, we feel we are superior to any other consultant providing these services in Southern California. CAA looks for creative solutions for our clients' needs, and we are committed to assuring cost effectiveness without sacrificing quality.

CAA maintains well qualified and educated inspectors and plan checkers. The staff regularly attends training courses, seminars, and conferences to ensure they are up-to-date on the most relevant issues in the industry. As an example of these advanced industry-training standards, CAA provides California Building Official, (CALBO) certified in-house training to ensure staff members are aware of all State mandated procedures, policies, and requirements.

CAA recently received a company rating of "2" by ISO for all of our California Cities in 2014. This rating illustrates CAA's commitment to mitigating losses and enforcing codes to improve safety in our communities.

We pledge the full resources and backing of our firm to assure that the City has the most efficient and cost effective building services strategy available. We stand by our commitment to unparalleled professionalism and service, as evidenced by the average length of service with our clients of over 16 years.

### Project Understanding

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CAA understands the City is currently seeking comprehensive Building and Safety Services to provide contract building department administration. Services to be provided include: building plan review, building inspection, public works land development plan check and inspection to ensure compliance with all applicable State and City codes. We understand the project term would be for 3 years, with the option for 2 one-year extensions.

CAA will dedicate highly trained staff members from our pool of resources to this project. Our staff will carry out the duties of the Building and Safety Division, as well as other duties as assigned. Our staffing levels will ensure that all City building inspections are



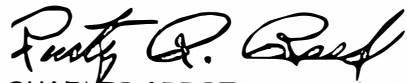
conducted in an efficient and courteous manner that is responsive to the City and the public's needs. CAA has the experience, knowledge, and ability to manage such tasks, assignments, and responsibilities while reducing the City's financial and staffing burdens. Additionally, CAA has the ability to add certified and qualified staff whenever workload demands increase.

Fernando Zarate will be assigned as the primary building inspector. Renee Meriaux CBO, CASp, MCP, will serve as the Project Manager and ensure that our policies, procedures, and manpower will provide the level of service the City desires. She will supervise the project and maintain continuous communication with the City to ensure that the City is 100% satisfied with our staff, our turnaround times, the quality of our work, and the overall teamwork between our staff and yours. Any shortcomings from the City's perspective will be dealt with promptly.

Should the City have any questions or require additional information, please contact Renee Meriaux CBO, CASp, MCP, or myself. We look forward to meeting with you to further discuss your service needs.

Thank you in advance for your consideration.

Sincerely,



CHARLES ABBOTT ASSOCIATES, INC.  
Rusty R. Reed, PE President

27401 Los Altos # 220  
Mission Viejo, CA 92691  
(949) 279-4124

## B. SCOPE OF SERVICES

CAA has been providing Building & Safety Services to a growing number of cities and counties in the Southern California region since 1984. The following table lists some of the services we provide to meet the needs of our clients:

SERVICE ROLES	SERVICES
<ul style="list-style-type: none"><li>• Building Official</li><li>• Building Inspector</li><li>• Code Compliance Officer</li><li>• Public Counter Technician</li><li>• Public Works Director</li><li>• City Engineer</li><li>• Plan Checker</li><li>• Fire Prevention Specialist/Inspector</li><li>• Map Check Surveyor</li><li>• Certified Environmental Trainers</li><li>• Project/Construction Engineer</li><li>• Landscape Manager/Supervisor</li><li>• Landscape Architect</li><li>• Redevelopment Agency Engineer</li><li>• Assessment Engineer</li><li>• Traffic Engineer</li><li>• CASP Certified Specialist</li></ul>	<ul style="list-style-type: none"><li>• Building &amp; Safety Administration</li><li>• Plan Review</li><li>• Building Inspections</li><li>• Accessibility Assessments</li><li>• Grading and Improvement Review</li><li>• Environmental Assessments</li><li>• Municipal NPDES Programs</li><li>• NPDES Review</li><li>• Public Works Administrative Services</li><li>• Public Works Contracting</li><li>• Work Management and Budgeting Systems</li><li>• Organizational/Personnel Audits</li><li>• Evaluation of Fee Structures</li><li>• Grant/Funding Applications</li><li>• AB 939 Implementation</li><li>• Pavement Management</li><li>• Asset Management</li></ul>

CAA will perform all Building and Safety Services outlined by the City. The CAA professionals that will be assigned to the City of Stanton have many years of municipal experience to support the City's Building Services Division. CAA's professional staff successfully services over 40 cities, including the cities of Mission Viejo, Aliso Viejo, and Laguna Niguel. CAA has been handling a complete package of City Building Department Services for over 30 years, including:

- A. Building Codes Administration
- B. Building Inspections
- C. Building Plans Review
- D. Environmental Management
- E. Code Enforcement

CAA will provide all materials, resources, tools and training required for our professionals to perform their assigned duties, including vehicles, cell phones, iPads, and other technology devices that enhance our service.

### Building Official and Plan Check Services

CAA has the resources and technical capabilities to meet the demands of the Building Services Division of the City. The Building Inspector assigned to the City will generally be onsite Monday through Friday, 7:00am to 8:00am and 1:00pm to 5:00pm, and will be



available at all times to respond to urgent matters within one hour of notification. Our Building Officials and Inspectors are ICC certified, and have a minimum of 2+ years experience in the State of California. The Building Official assigned to the City of Stanton will:

- Manage all Building Services functions
- Enforce and interpret building codes and other regulations
- Respond to concerns from residents, businesses, and other parties as required
- Prepare various documentation such as reports and inventories
- Conduct process reviews and make recommendations for process improvements, if applicable
- Be available to provide testimony for administrative and legal proceedings
- Conduct training and public outreach programs
- Assist with other related duties as assigned by the City

CAA will provide the plan review of any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws that pertain to Building and Safety, and for compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, and California Mechanical Code, Title 24, and the City Municipal Code. In addition, CAA will provide public works land development grading-drainage inspection and plan review which will include but not be limited to, curb, gutter, streets, sidewalks, dry utilities, wet utilities, storm drain, hydrology and hydraulics. Plan review will be performed in-house and off-site.

#### **General Plan Review Services**

Most minor plan review and rechecks can be performed in City Hall Offices, more complex plan reviews will be performed in our corporate office in Mission Viejo. CAA plan check staff is familiar with construction utilizing various state-of-the-art structural systems as well as the latest technology in mechanical and electrical systems. Staff project experience ranges from single-family dwellings to large multi-story buildings, including essential service buildings, commercial buildings, and industrial facilities.

##### **• Architectural**

CAA staff is certified and experienced in all phases of architectural review, including construction types, occupancies, separations, heights, areas, egress means, and fire/life safety. CAA staff will bring many years of experience to the City's review and inspection process with respect to size, shape, and use of buildings with varying complexities. Many of CAA's staff are active in architectural code promulgation at the state and national level and several sit on CALBO and International Code Council (ICC) committees.

##### **• Structural**

CAA's plan review structural engineers have reviewed structural plans with varying degrees of construction complexity from single-family homes to high-rise multi-use facilities. CAA's plan review engineers maintain California registration with an average experience of over 30 years in structural and design plan review.

- **Mechanical**

CAA staff is experienced in plan review and inspection of mechanical installations for compliance with the California Mechanical Code, including piping, duct layouts, and sizing for HVAC systems, mechanical equipment approval listings, and mechanical fixture locations, sizing, and counts. CAA staff will bring such knowledge, experience, and understanding to City reviews and inspections.

- **Plumbing**

CAA staff is trained to review plans for compliance with all aspects of the California Plumbing Code, including piping layouts and isometrics, plumbing fixture locations and approval listings, pipe size calculations, and accessibility details. CAA staff is well knowledgeable and experienced in the review and inspection of plumbing plans and installations, including applications from the simple to the complex. Since many of our staff has worked in the field, they can draw on their own expertise and experiences as the designer, developer, and inspector.

- **Electrical**

CAA staff is experienced in the plan review and the inspection of various electrical installations, both residential and commercial. CAA staff will review plans for compliance with the California Electrical Code, including the review of schematics, diagrams, panel schedules, load calculations, fixture approval listings, Title 24 Energy compliance calculations, and accessibility data.

- **T-24 Energy**

CAA staff are well informed of California's Energy Efficiency Standards for Residential and Non-Residential Buildings, or "T-24 Energy" standards. CAA staff receives extensive annual training to ensure that each is aware of the specifics of these state programs.

- **Accessibility**

CAA staff attends state and locally sponsored CALBO and ICC training relative to disabled access. CAA staff takes disabled access seriously and has been proactive on CALBO's Accessibility Compliance Committee. CAA can provide a Certified Access Specialist Program (CAsp) professional to meet California's new requirements that took effect in July 2010.

- **LEEDs**

CAA recognizes the importance of and pursues environmentally conscious design and development procedures consistent with the U.S. Green Building Council (USGBC), Leadership in Energy & Environmental Design (LEED) certification standards. CAA has staff certified through the LEED process that are available to review City development projects that are required to have LEED Certification(s).

- **Green Building Code Review**

CAA can and will provide staff that are aware and up to date on the 2016 California Green Building Standards (CALGreen) Code revisions. As with LEED certification, CAA seeks to enhance and improve City development projects through cooperation and collaboration with stakeholders.

- **Land Development Inspection and Plan Review**

CAA will provide public works land development grading and drainage inspections and plan review which will include but not be limited to, curb, gutter, streets, sidewalks, dry utilities, wet utilities, storm drain, hydrology and hydraulics.

## **Building Inspection Services**

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CAA will provide the inspection of structures under construction in the City for compliance with all local ordinances, state and federal laws that pertain to Building and Safety and for compliance with the adopted California Building Code, California Residential Code, California Plumbing Code, California Electrical Code, and California Mechanical Code.

CAA will provide one full-time Inspector and one part-time as-needed Building Official to the City. Additional inspectors will be available as required by workload. A CAA Building Inspector will be available at all times to conduct urgent building inspections, should they arise.

### **Inspection Personnel Qualifications**

CAA assigned staff will perform inspection services as required by the City. Our staff will meet or exceed the City's minimum qualifications for all position(s). Competent inspectors will be provided whose background, experience, applicable certifications and demeanor demonstrates the ability to conduct inspections in accordance with jurisdiction standards. All CAA inspectors are ICC certified.

### **Inspection Responsibilities**

Inspectors assigned to the City will perform periodic construction inspections to verify that the work of construction is in conformance with the approved project plans, as well as identifying issues of non-compliance with applicable codes. Projects under construction by permit from the City will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green Building, and Accessibility Codes as adopted by the State and amended by the City, as well as a working familiarity with the Fire Codes. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. Our inspection staff easily integrates into client organizations.

### **Guaranteed Response Times**

In an effort to provide quality assurance, CAA proposes to use our "best service guarantee" program. This program assures the City that all turn around times are met or improved, all inspections are conducted when requested, and emergency response is timely and effective.

- CAA will conduct any necessary or required building investigations as directed by the City. Investigations will include field and office research, investigation follow-ups and preparation of notices, letters, or documents.
- CAA will provide and maintain all vehicles and equipment required or necessary to carry out inspections and duties of the Building Services Division.

## **Building Permit Software**

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CAA will continue to provide the City with a customized Permit Issuance and Inspection Tracking through a user-friendly software system that allows for an efficient and accountable level of service to be delivered to the City and contractors.

## C. COMPANY PROFILE

Official name and address: Charles Abbott Associates, Inc.

27401 Los Altos, #220  
Mission Viejo, CA 92691

Primary point of contact: ReneeMeriaux, CBO, CASp, MCP

27401 Los Altos, #220  
Mission Viejo, CA 92691  
Tel: 949-367-2850  
[reneemeriaux@caaprofessionals.com](mailto:reneemeriaux@caaprofessionals.com)

Entity type: Corporation

Years in Business: 34

Federal Tax ID: 33-00753899

Company locations:

### CALIFORNIA – COMPANY HEADQUARTER

27401 Los Altos, #220  
Mission Viejo, CA 92691

Tel: (949) 367-2850  
Fax: (949) 367-2852

### FLORIDA

3001 North Rocky Point Drive East, #200  
Tampa, FL 33607  
Tel: (866) 530-4980  
Fax: (949) 367-2852

### GEORGIA

Two Ravinia, #500  
Atlanta, GA 30346  
Tel: (866) 530-4980  
Fax: (949) 367-2852

### COLORADO

10955 Westmoor Dr, 4th Floor  
Westminster, CO 80021  
Tel: (866) 530-4980  
Fax: (949) 367-2852

### NEVADA

8537 Stone Harbor  
Las Vegas, NV 89145  
Tel: (866) 530-4980  
Fax: (949) 367-2852

### ARIZONA

60 E Rio Salado Parkway, #900  
Tempe, AZ 85281  
Tel: (866) 530-4980  
Fax: (949) 367-2852

### TEXAS

9595 Six Pines, Bldg. 8, Level 2, #8210  
The Woodlands, TX 77380  
Tel: (866) 530-4980  
Fax: (949) 367-2852

### SOUTH CAROLINA

4000 S. Faber Place Drive, #300  
Charleston, SC, 29405  
Tel: (866) 530-4980  
Fax: (949) 367-2852



#### D. LOCATION OF PRINCIPAL OFFICE

Our corporate headquarter is located in close proximity to the City of Stanton at 27401 Los Altos, #220 in Mission Viejo, CA 92691. This gives CAA the unique advantage to provide additional staff if workload increases without delay. Our Plan Review Office is also located at our main office in Mission Viejo, where we have full-time plan and part-time plan reviewers available to meet additional workload as required.

## E. PROFESSIONAL QUALIFICATIONS

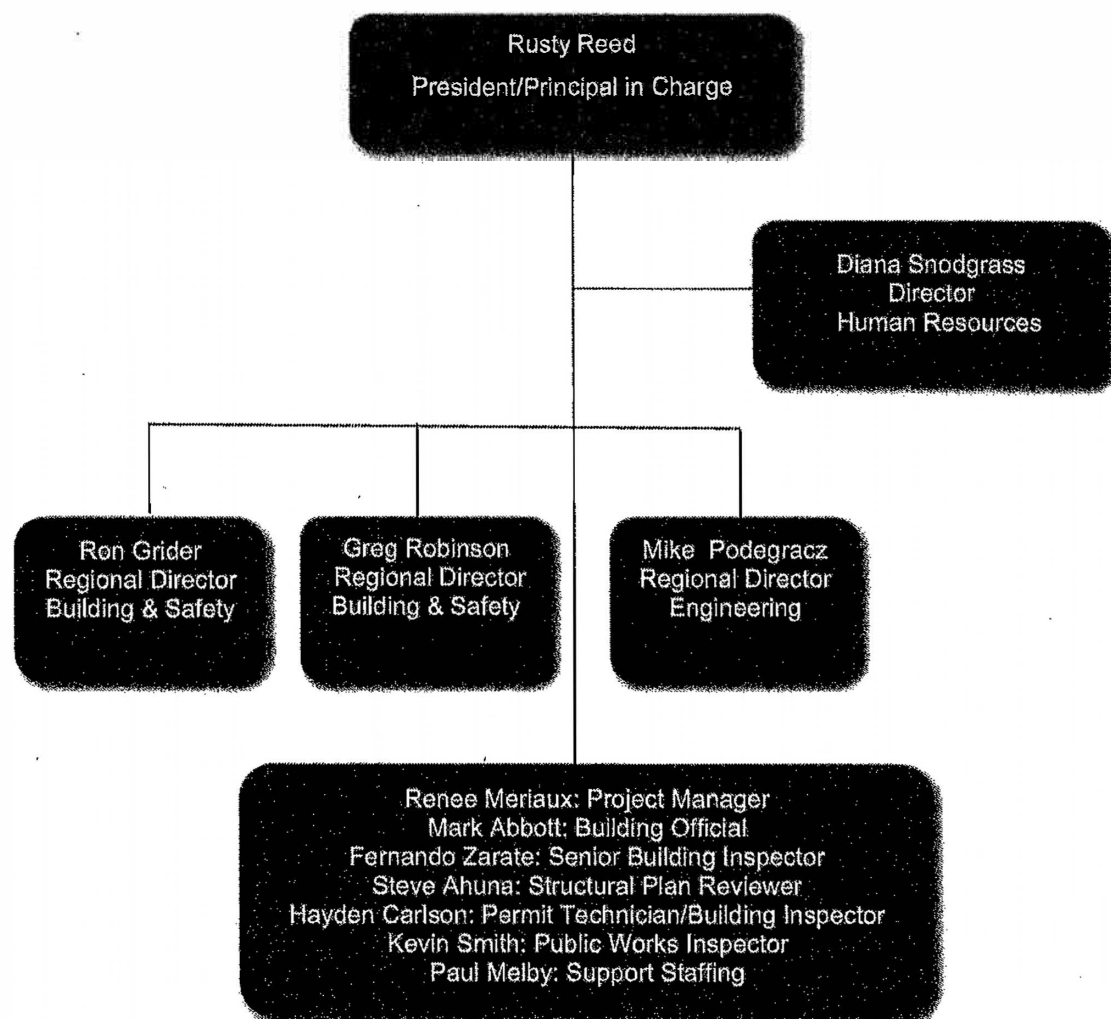
We have assembled a project team with the skills and qualifications necessary to serve the City successfully. This team of highly qualified and experienced staff has provided similar services to many cities and counties, and brings numerous combined years of related experience to the table. All employees work for the firm and are not independent contractors.

As part of our services, we assure the following to the City:

- Key personnel will be available to the extent proposed for the duration of the project, and no person designated "key" to the project will be removed or replaced without the prior written consent of the City.
- Should we wish to make any permanent staffing changes, we will discuss these changes with the City at least 30 days in advance; and
- If the City requests staffing changes, we will make them in a timely manner.

CAA will not be using any sub-consultants, sub-contractors, suppliers or manufacturers.

The following chart shows the structure of the staff proposed to the City:



## Key Personnel

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CAA employs full time personnel to staff municipal work engagements. The firm recruits individuals who are looking for long-term employment with a stable firm and a rewarding career. We are proposing experienced staff that can work as team members with City staff, augmenting their efforts and reach. With those principles in mind, the proposed key professionals are as follows:

Name: Renee Meriaux CBO, CASp, MCP, Project Manager  
[REDACTED]  
Position: Project Manager  
Education: B.S., Applied Science and Technology  
CBC, UBC, and IBC certified

Summary of Experience: Ms. Meriaux has served as a Building Official for multiple CAA cities including the City of Stanton. She has been responsible for the administration, inspection, plan check and permit issuance for the last 13 years in the cities of Camarillo, Moorpark, Stanton and Ojai. Ms. Meriaux has 22 years' experience in building and safety.

---

Name: Mark Abbott, CBO  
[REDACTED]  
Position: Building Official  
Education: BS Business Administration  
MBA Business Administration  
Certified Building Official  
Certified Building Inspector

Summary of Experience: Mr. Abbott has over 15 years of municipal experience with building and engineering related activities and will serve as the Building Official for the City of Stanton.

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Name: Fernando Zarate  
[REDACTED]  
Position: Building & Safety Official  
Education: Building Inspector CBC

Summary of Experience: Building Inspector with 13 years experience who will be the **day to day contact person at the City of Stanton**. Mr. Zarate has been serving as the City of Stanton's Building Inspector since 2011.

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Name: Steve Ahuna, PE  
[REDACTED]

Position: Lead Plan Check Engineer  
Education: BS Architectural Engineering  
MS Applied Economics  
Certified Building Official  
Building Plans Examiner  
PE License CA

Summary of Experience: A Registered Professional Engineer who will oversee the plan review staff in the review of plans and calculations for compliance with adopted codes and any adopted amendments. Mr. Ahuna has 30 years experience.

2004 to Present Building Plan Examiner CAA

Professional Memberships: ICC, CALBO, SEAOSC

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Name: Paul Melby, CBO  
[REDACTED]

Position: Certified Building Official  
Education: A.A.  
UBC and IBC certified

Summary of Experience: A Building Official who will provide support to the City's Building Official in code administration, plan review, inspections, permit counter and will advise when requested. Mr. Melby has over 20 years experience.

2009 to Present Building Official CAA

Professional Memberships: ICC OE Board Member, CALBO Professional Licensing

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### Plan Transmittal

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CAA will overnight Building Plans using "OnTrac" or other shipping firm to transport those plans requiring off-site review to and from the office of the City to CAA's main office, where the plan check service will be provided.

## **F. PERMITTING SOFTWARE**

CAA will provide our latest permitting software at no cost to the City of Stanton. Should CAA and the City terminate its contractual relationship at any time, CAA will invoice the City an annual license fee for continued use of the permitting software.

### **Building Permit Software**

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84 Permits is CAA's innovative, commercially available building permit software. Our permit system is full-feature, user-friendly, and easy to implement.

84 Permits' core functions include:

- Easily collect customer (owner, applicant and contractor) information and construction data
- Calculate and charge fees based on provided building improvement costs or construction type
- Track submitted architectural plans through the entire plan review process
- Instantly issue building permits and other supporting documents for approved projects
- Track building inspections during construction projects
- Issue final paperwork and close out projects
- Provide mobile access to 84 Permits via iPads for building inspectors in the field
- Easily compile permit reports, fee summary reports and other permit statistics

CAA is committed to upgrading our existing permit system at the City of Stanton to the newest version of 84 Permits during the contract period at no cost. Should CAA and the City terminate its contractual relationship at any time, CAA will invoice the City for an annual license fee of \$6000.

### **Electronic Plan Check Software**

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CAA has integrated e-PlanSoft's Electronic Plan Check (ePC) software into our 84 Permits software. ePC is the only electronic plan check software able to provide entirely web based document management and plan check markup, without requiring any local software installation. Additionally, CAA has gone one step further and developed a web site that can be customized according to the City's desired look and feel. This allows architects and/or owners to upload construction plans and pay plan check fees directly on the web, thereby reducing time, paper, printing, and delivery costs normally associated with the plan review process.

ePC features include:

- Concurrent, interdepartmental plan checking
- Real-time commenting and markups
- Efficient re-submittals and version tracking
- Built-in standard comment database
- Overlay and side-by-side document comparison and review
- Easily import your agency checklist items

- Interfaces with CAA's 84 Permits software

CAA is offering to provide both 84 Permits and ePC for the City of Stanton, if the City so chooses, for the following fee:

One-time setup fee of \$30,000

Annual data center hosting fee of \$7,500

Annual licensing and support fee of \$2,250 per user

CAA will cover the monthly user license fees and support fees for all CAA employees, including plan checkers and structural engineers, during the contractual period with the City.

## G. PROPOSED STAFF RESUMES

### Renee Meriaux, CBO, CASP, MCP – Project Manager

#### Years of Experience

22+ Municipal Experience

#### Education

Bachelor's of Science, Thomas Edison  
State College

Associates of Science, Ventura College

#### KEY QUALIFICATIONS

- Certified Master Code Professional
- Certified Building Official
- Certified Access Specialist
- Hands-on Construction and Building & Safety Experience

#### Certifications

ICC Certified Building Official (#375320)	ICC Certified Building Code Official (#375320)
ICC Certified Plumbing Code Official (#375320)	ICC Certified Building Plans Examiner (#375320)
ICC Certified Combination Inspector (#375320)	ICC Certified Building Inspector (#375320)
ICC Certified Electrical Inspector (#375320)	ICC Certified Mechanical Inspector (#375320)
ICC Certified Plumbing Inspector (#375320)	ICC Certified Plumbing Plans Examiner (#375320)
ICC Certified Combo Dwelling Insp. (#375320)	ICC Certified Res. Combo. Inspector (#375320)
ICC Certified Bldg Plans Ex UBC (#375320)	ICC Certified Mech Inspector UMC (#375320)
ICC Certified Plumb Insp UPC (#375320)	ICC Certified Build Inspector UBC (#375320)
ICC Certified Permit Technician (#375320)	ICC Certified Build Plans Ex CBC (#375320)
ICC Certified Build Inspector CBC (#375320)	ICC Certified Elec Inspector CEC (#375320)
ICC Certified Plumb Insp CPC (#375320)	ICC Certified Mech Insp CMC (#375320)
ICC Certified Combo Dwelling Inspector Calif Codes (#375320)	
ICC Certified Combination Inspector Legacy (#375320)	
California Certified Access Specialist (CASP) (#180)	
ICC Certified Accessibility Inspector/Plans Examiner (#375320)	

Ms. Meriaux brings over 35 years of construction experience to this project. She is an experienced Master Code Professional/Building Official/Building Inspector/Plans Examiner and a certified Building Official capable of providing all the necessary administrative support. She is active with ICC and CALBO serving on several Exam development committees.

#### Relevant Experience

- Currently Serving as Building Official for the City of Camarillo, Moorpark and Stanton.
- Previously served the Cities of Hidden Hills and Mission Viejo, and the County of Los Angeles.
- Thorough knowledge of building codes, regulations and construction industry standards.

## **Fernando Zarate – Sr. Building Inspector and Plan Reviewer**

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### **Years of Experience**

10+

### **Education**

International Association of Structural Iron Workers, Cerritos College

### **Certifications**

California Residential Plumbing Inspector  
California Residential Building Inspector  
California Commercial Plumbing Inspector  
Building Inspector  
California Commercial Building  
California Residential Mechanical Inspector  
Plumbing Inspector  
PC 832 – Powers of Arrest  
ACI – Special Inspectors – Field Tester

### **KEY QUALIFICATIONS**

- Certified Building Inspector
- Municipal Code Enforcement Background
- Hands-on Construction and Building & Safety Experience
- Excellent Interpersonal Skills

Mr. Zarate has over 9 years of combined construction and building and safety experience. He has been providing code enforcement and building inspection services on residential, commercial, and industrial projects and counter services for the City of Hawaiian Gardens for over 3 years.

He performs plan check and inspection services to assure that plans and construction are according to code, and has a thorough knowledge of building codes, regulations and construction industry standards.

He is highly experienced in enforcing and administering City ordinances and regulations, as well as all phases of the permit / inspection process including counter interface, permit issuance, processing, and building inspection.

### **Relevant Experience**

- Serves as a Building Inspector/Plans Examiner for the City of Stanton
- Assists with issuing building permits and answer building code questions for City of Stanton

## Mark Abbott, CBO - Building Official

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### Years of Experience

15+

### Education

B.S., Business Administration California State University, Long Beach

M.B.A., Business Administration California Baptist University

### Certifications

ICC Certified Building Official (5224949-CB)

ICC Combination Inspector (5224949)

ICC Certified Building Inspector (5224949-10)

OES/CALEMA Disaster Service Worker

### KEY QUALIFICATIONS

- Certified Building Official
- Certified Building Inspector
- Local Government Background
- Extensive Building and Safety Experience

Mr. Abbott has over 15 years of municipal experience with building and engineering related activities. In 2003 he began his career with Charles Abbott Associates, Inc. (CAA) in the Town of Apple Valley as a Building Inspector. He took on additional responsibility in 2007, by inspecting/managing capital improvement projects for the Engineering Division in the Town of Apple Valley. But due to his continued desire for new building related opportunities, he earned his ICC Building Official Certification in the fall of 2009. Mr. Abbott moved on to become the Building Inspector and Plan Checker for the City of Los Alamitos in 2010 and then became the Building Official for the City in 2015. In addition to these responsibilities, he also currently supports the Building Department at the City of Stanton, with whatever is needed.

Mr. Abbott has also worked diligently to improve the workflow for all CAA clients by modernizing CAA's own Building Permit and Code Enforcement Databases, and has even implemented electronic plan check solutions for the City of Fountain Valley and the City of Forest Park, GA.

### Relevant Experience

- Building Official for the City of Los Alamitos.
- Facilitated all code adoptions, agenda items, plan check, permit issuance, and inspections for the City of Los Alamitos.
- Streamlined CAA's own Building Permit system into a modern software application that has improved the permit issuance and permit tracking for all CAA clients.
- Implemented the installation of CAA's permit system with electronic plan check for a few CAA client cities.
- Building Inspector for the Town of Apple Valley, CA.
- Coordinated plan check, building inspections and off-site inspections for a Pulte Homes tract of 1,200-plus homes.

## Hayden Carlson

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### Permit Technician

#### Years of Experience

8+

#### Education

Marina High School, Huntington Beach, CA

Vanguard University, Costa Mesa, CA 2014-2015

#### Certifications

ICC Certified Residential Building Inspector

#### KEY QUALIFICATIONS

- Customer Service Driven
- Strong Communication Skills
- Certified Residential Building Inspector
- Building Permit Technician
- Hands-on Construction Experience

Mr. Carlson has over 6 years of hands-on construction experience working as a field technician. He possesses extensive experience receiving and processing building and zoning permits, assisting with plan checks, and processing fees for building and zoning permits. In her role as permit technician for CAA at the City of Stanton, his responsibilities include assisting the public at the front counter; issuing permit applications; answering questions on policies and procedures; and providing information on the permit process. He receives and reviews completed building permit applications; ensures the information provided is accurate, complete, and in compliance with building and other regulations, and advises the public on necessary corrections. His responsibilities also include routing plans to appropriate staff; labeling and logging information into the City's permit system; setting up files; tracking and monitoring plan status; notifying contractors, owners, developers, and engineers of plan status, and issuing building permits. Mr. Carlson also verifies licensing and insurances on contractors; calculates and estimates fees for permits; collects fees for various applications, registrations, and licenses; issues receipts for fees collected, and inputs data into the City's computer system. Additionally, he performs a variety of clerical and technical tasks in support of assigned office functions, including assisting the public, record keeping, and report preparation as well as answering a variety of phone calls.

#### Relevant Experience

- Permit Technician, Stanton, CA

## Kevin Smith, P.E.

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### Associate Engineer

### Years of Experience

33+

### Education

Bachelor's of Science Degree, Civil Engineering,  
Loyola University

### Professional License

General Building Contractor, California

### KEY QUALIFICATIONS

- Extensive Project Management Experience
- Registered Civil Engineer in CA, NV, and AZ
- Municipal Experience
- Hands-on Public Works Experience

Mr. Smith has over 33 years of construction, public works, and building & safety experience with CAA. In his capacity as Associate Engineer, he has been involved extensively in Public works and traffic engineering, including the design, construction and maintenance of streets, storm drains, parks grounds and public buildings. Mr. Smith is currently assigned to the City of Rancho Palos Verdes, where he is responsible for the day-to-day management of \$1.9 million in operating and \$7.5 million in Capital Improvement budgets. He is responsible for preparing program budgets and monitoring staff performance, as well as evaluating productivity and implementing process improvements where necessary. Other typical duties include the evaluation of existing infrastructure for repair or replacement. With drainage facilities, Mr. Smith determines if expansion is possible or replacement is necessary.

In addition, Mr. Smith serves as the staff liaison for the Rancho Palos Verdes Traffic Committee, as well as special consultant to the Palos Verdes Estates Traffic Committee. In this role, he has found various solutions to on-street parking problems and implemented various changes.

### Relevant Experience

- Assistant Director of Public Works, Rancho Palos Verdes, CA
- Engineering Consultant, Palos Verdes Estates, CA
- Engineering Consultant, Hidden Hills, CA
- Engineering Consultant, Moorpark, CA

## Steve Ahuna, PE, CBO

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### Registered Civil Engineer/Certified Plans Examiner

#### Years of Experience

31+

#### Education

M.S., Applied Economics, Santa Clara University, Santa Clara, CA

B.S., Architectural Engineering, California State University, San Luis Obispo

#### Professional Memberships

ICC, CALBO, SEAOSC

#### Certifications

ICC Certified Building Official (1036330-CB)

ICC Certified Plans Examiner (1036330-B3)

ICC Certified Plans Examiner UBC (1036330-60)

OES/CALEMA DISASTER SERVICE WORKER

Post Disaster Assessment SAP

#### KEY QUALIFICATIONS

- Licensed and Certified
- Certified Building Official
- Building Plans Examiner
- PE License CA, CO, NV, FL and AZ
- Municipal Experience
- Structural and Architectural Review
- Extensive Plans Review Experience

#### Registration

Civil Engineer in California (C 34264), Colorado, Nevada, Florida and Arizona

Mr. Ahuna has over 30 years of experience in architectural and structural review of residential and non-residential plans. He has plan review experience working for both private and municipal entities. Prior to working as a plan checker, he worked for a private consulting structural engineering firm as a design engineer for residential and non-residential buildings. He will oversee the plan review staff in the review of plans and calculations for compliance with adopted codes and any adopted amendments.

#### Recent Project Experience

- 3-Story Senior Complex, Laguna Niguel, CA
- 20 Unit Townhouse Project, Huntington Beach, CA
- Several Industrial/Office Buildings, Huntington Beach, CA
- Preliminary Review of a 300 Unit Condo Project, Huntington Beach, CA
- Nevada Cancer Institute
- Fairfield Apartments

## Paul Melby, CBO

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### Years of Experience

20+

### Education

A.S. Construction Inspection,  
Mt. San Antonio College  
A.A. Architectural Drafting,  
Saddleback College  
A.A. Business Management, Saddleback College

### KEY QUALIFICATIONS

- Licensed and Certified
- Municipal Experience
- Construction Experience

### License

General Contractor B License

### Professional Memberships

ICC OE President, CALBO Professional Licensing Committee

### Certifications

ICC Building Official (0875834-CB)  
ICC Plans Examiner (0875834-60)  
ICC Combination Inspector (0875834-50)  
ICC Green Certified (0875834-G1)  
General Contractor (901300 B)

OES/CALEMA DISASTER SERVICE  
WORKER (SAP63248)  
FEMA IS-00700.a, IS-00100.b

Mr. Melby serves as the Building Official for the City of Rancho Santa Margarita, San Juan Capistrano and La Palma. He is responsible for the plan review of construction projects as well as the construction inspections in the City of Rancho Santa Margarita and La Palma. In addition Mr. Melby augments Rancho Santa Margarita City staff by providing support for Planning, Code Enforcement, Public Works and Water Quality. Mr. Melby prepares reports for City staff and coordinates with other agencies ensuring that projects are not permitted or finalized until the required approvals are obtained. Mr. Melby prides himself on being able to administer the code in a friendly, courteous manner. Coming from a construction background, he understands issues involving the mechanics and constructability of systems intended for compliance. Mr. Melby also is an instructor at Rancho Santiago college teaching Building code Classes for the Advanced Code Enforcement program.

### Recent Project Experience

- Building Official for the City of Rancho Santa Margarita
- Building Official for the City of La Palma
- Interim Building Official for the City of San Juan Capistrano
- Building Official and Stormwater Program Management at the City of Los Alamitos
- Plan Check Manager at Willdan Engineering: Supervised plan check engineers, soils engineers and provided plan check services for the County of Orange, and Cities of Santa Ana, Garden Grove, Tustin, Lake Forest and Laguna Hills
- Building and Safety/Code Enforcement Manager at the City of San Juan Capistrano: Responsible for Building and Grading and Code Enforcement. Supervised Inspectors and Code Enforcement Officers

## H. PLAN REVIEW TIMEFRAMES

All initial reviews will be returned within 10 business days for single family residential, small and large commercial projects, and improvement plans. Rechecks will be returned within 5 working days. These are maximum times, and we typically are able to turn around simple plan checks in less than half the time.

Initial Checks	5-10 days
Recheck	5 days
Plan Change	5 days
Single Family Dwelling	5-10 days
Apartments	10 days
Tenant Improvements	5-10 days
New Commercial/Industrial	10 days
Revisions to Approved Plans	1-5 days
Residential Improvements (i.e. room additions, etc.)	5-10 days

CAA provides accelerated plan review for additional cost. Plans are turned around in 48 hours for first plan check and rechecks from day of submittal.

### Communicating Plan Review Results

Plan reviews, when not immediately approved, will result in two complete typewritten plan check letters with comments referring to specific details and drawings, and referencing applicable code sections. We will provide a clear, concise, and thorough comment letter from which clients, designers, contractors, and owners can work. Comment letters are delivered to our clients and other designated recipients via email, fax, and/or reliable overland carrier unless directed otherwise. CAA will transmit plan review comments and coordinate re-checks directly to the City or to the applicant if desired, and completed plan review documents ready for approval will be returned to the City for final approval.

## I. REFERENCES

### City of Mission Viejo, CA

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Population: 94,196  
Type: Building and Safety Services – Full Service Department  
Scope: Building Official, Inspections, Plan Review, and additional services as needed

Service Dates: 1995 – current

Contact: Ms. Elaine Lister, Community Dev. Director  
[REDACTED]  
200 Civic Center, Mission Viejo, CA 92691

All inspections completed next day, all plan reviews completed in the required timelines by the City. Projects vary in complexity as well as type from residential to commercial/industrial and multi-family.

#### Example Projects:

##### **The Shops At Mission Viejo**

CAA serves as the City Building Official for the City of Mission Viejo, and as such, provided complete plan check for this 3 story, 500,000 square foot addition to a major shopping center. CAA checked electrical, mechanical, life safety, ADA, structural calculations, and framing. In addition to plan check, CAA also performed all building inspection services including plumbing, footing, slab, electrical, mechanical, framing, and roofing, as well as public works inspection for grading, drainage, and off-site work. Both the review and inspection process for this project were done in an extremely short period of time, to allow tenants to open for the upcoming holiday season. Both the developer and the Client were extremely complimentary of the speed and completeness of CAA's work on this project.

##### **Kaleidoscope Entertainment Center**

CAA provided complete plan check for this five story, 900,000 square foot commercial development. CAA checked electrical, mechanical, life safety, ADA, structural calculations, and framing. In addition to plan check, CAA also performed all building inspection services including plumbing, footing, slab, electrical, mechanical, framing, and roofing, as well as public works inspection for grading, drainage, and off-site work.

All plan checks were performed on time, and frequent meetings were held to assure clear understanding of review comments.

### Town of Apple Valley, CA

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Population: 70,172  
Type: Building and Safety Services , Town Engineering - Full Service Department  
Scope: Building Official, Inspections, Plan Review, Town Engineer and additional services as needed



Service Dates: 1990 – current

Contact: Mr. Frank Robinson, Town Manager  
[REDACTED]  
14955 Dale Evans Parkway, Apple Valley, CA 92307

All inspections completed next day, all plan reviews completed in the required timelines by the City. Projects vary in complexity as well as type from residential to commercial/industrial and multi-family.

**Example Projects:**

Wal-Mart Distribution Center, 1,300,000 + sq. ft. –  
Wal-Mart Solar Panels. 5.300 ground mounted solar panels – one megawatt power

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**City of Camarillo, CA**

Population: 65,201  
Type: Building and Safety Services – Full Service Department  
Scope: Building Official, Inspections, Plan Review, and additional services as needed

Service Dates: 1994 – current

Contact: Mr. Dave Norman, City Manager  
[REDACTED]  
601 Carmen Drive, Camarillo, CA 93010

All inspections completed next day, all plan reviews completed in the required timelines by the City. Projects vary in complexity as well as type from residential to commercial/industrial and multi-family.

**Example Projects:**

Camarillo Outlet Mall, 1,000,000+ sq. ft. – Type V-1hr- review time 10 days

CAA provided complete plan check services for this one story, 482,000 square foot outlet shopping center. CAA checked electrical, mechanical, life safety, ADA, structural calculations, and framing. In addition to plan check, CAA also performed all building inspection services including plumbing, footing, slab, electrical, mechanical, framing, and roofing, as well as public works inspection for grading, drainage, and off-site work. CAA also issued all permits.

The City of Camarillo used CAA's service record of rapid plan review to "sell" the developer on using this site over similar sites in nearby jurisdictions.

*Example Construction projects shown for informational purposes, additional projects can be provided upon request. See reference section of our proposal for further information.*

## J. COST PROPOSAL

For the Cities consideration CAA proposes two options for staffing:

CAA will provide an as needed Building Official position and a full-time Building Inspector position, including our permit issuance and tracking system for the following percentage of fees collected:

Monthly Fees Collected	CAA % of Fees
The first \$20,000	55%
Additional amounts between \$20,001 and \$30,000	50%
Additional amounts over \$30,000	40%

Additional as needed staffing will be provided and billed at the hourly rates specified in our hourly rate sheet. On the following page, we have listed our current hourly rates for additional professional services and other direct costs.

## STANDARD HOURLY RATE SCHEDULE

ENGINEERING/PUBLIC WORKS CLASSIFICATION	HOURLY RATES	BUILDING & SAFETY CLASSIFICATION	HOURLY RATES
Principal Engineer	175.00	Principal Building Official	145.00
City Engineer	135.00	Building Official	125.00
Project Manager	145.00	Senior Building Inspector*	105.00
Senior Engineer	140.00	Building Inspector/Plan Checker	97.00
Project Engineer	132.00	Building Inspector*	90.00
Associate Engineer	110.00	Permit Specialist	66.00
		Code Enforcement Officer	75.00
Senior Design Engineer	115.00		
Assistant/Design Engineer	98.00	Senior Plan Check Engineer	125.00
		Building Plan Checker	105.00
Senior Plan Check Engineer	125.00		
Plan Check Engineer	105.00	<b>COMMUNITY DEVELOPMENT</b>	<b>HOURLY</b>
		<b>CLASSIFICATION</b>	<b>RATES</b>
Senior Traffic Engineer/Manager	150.00		
Transportation Planner	110.00	Community Develop Director	145.00
Traffic Engineer Associate	95.00	Principal Planner	140.00
		Senior Planner	120.00
3-Person Survey Crew	270.00	Associate Planner	97.00
2-Person Survey Crew	210.00	Assistance Planner	80.00
		Planning Technician	70.00
Senior Draftsperson (CADD)	95.00	Code Enforcement Officer	75.00
Draftsperson (CADD)	85.00		
		<b>OTHER</b>	<b>HOURLY</b>
		<b>CLASSIFICATIONS</b>	<b>RATES</b>
Senior Public Works Inspector*	105.00		
Public Works Inspector*	95.00		
		Landscape Architect Director	125.00
<b>STORM WATER</b>	<b>HOURLY</b>	Associate Landscape Architect	95.00
<b>CLASSIFICATION</b>	<b>RATES</b>		
		Expert Witness Services	300.00
Environmental Project Manager	145.00		
Environmental Program Manager	115.00	Senior Contract Administrator	110.00
Environmental Analyst	92.00		
Environmental Associate	87.00	Administrative Assistant	60.00
Environmental Inspector	80.00	Clerical	50.00

*The above hourly rates include general and administrative overhead and fees and employee payroll burden. Rates are subject to an annual adjustment based upon increases adopted by Charles Abbott Associates, Inc. as reflected in the Consumer Price Index (CPI).*

\*The Hourly Rates identified are for Non-Prevailing Wage project inspection. Hourly Rates for Prevailing Wage project inspection will be \$120.00 for regular time; \$143.00 for overtime on Mondays through Saturdays; and \$167.00 for overtime on Sundays and Holidays. Prevailing Wage rates are subject to increases pursuant to the State of California's Department of Industrial Wage Rate Determinations.

## K. OTHER INFORMATION

### Staff Training

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Maintaining high quality services is what has made CAA as successful as we are today. We understand that having experienced and qualified personnel is a fundamental requirement of being able to delivery quality service to our clients, and we place considerable effort in attracting and retaining our highly trained staff.

CAA is devoted to keeping our certified and licensed staff up-to-date on the latest practice, techniques and skills in their areas of specialization. Our staff regularly attends training courses, seminars, and conferences to ensure each is up-to-date with the most relevant issues in the industry. As an example of these advanced industry-training standards, CAA provides California Building Official, (CALBO) certified in-house training to ensure staff members are aware of all State-mandated procedures, policies, and requirements. Additionally, we provide financial incentives to encourage participation in obtaining International Code Council (ICC) and other nationally recognized certifications. The knowledge obtained in achieving these certifications helps our professionals to keep up with the "State of the Art" and therefore gives us the ability to constantly improve the quality of service we are able to deliver to our clients.

We strongly believe in cross-training our employees in order to streamline the inspection process. Each inspector is able to perform multiple inspections, which is both cost effective to the City and simplifies the process for contractors, causing less wait times for inspections to be approved. Providing Cities with an efficient inspection process allows local communities to become more competitive in attracting economic development projects. Our approach to training is on going and not just occasional, assuring clients of work that is in full compliance to current standards. In addition, because the staff is well trained, they face virtually no learning curve and are able to get to work immediately.

### Integration Plan

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CAA prides itself on being a "team player" in each municipal service engagement. We train our staff to recognize that citizens of the community, City staff and other consultants are our customers and, as such, deserve our best efforts to respond, assist, support, and work hand-in-hand.

CAA assures you that our team members will learn and keep up to date on City policies and procedures as we commence the engagement. Our staff will participate, as requested, in staff meetings and meetings with individuals and companies who are coming to the City to procure services. CAA staff will adhere to all City personnel policies and directives including hours of operation, dress code, and other team building efforts.

Our people are encouraged to participate in community activities including New Years, State of the City and other regularly scheduled public events. We consistently reinvest in our customers through sponsorship of events and civic activities.

CAA expects and demands that the staff we assign to the City quickly become a productive part of the City Team. We will obtain prior written approval prior to substituting or adding individuals to our key staff. Although our agreements do not

specifically require it, we assure you that if we make an assignment and our staff member is not compatible (personality, personal behavior, etc.) with City staff we will, with your knowledge and approval, substitute another CAA staff member who can integrate seamlessly into your team.

CAA staff will strictly adhere to your policies and procedures regarding confidentiality, public release of information, and communications with media. CAA values each client and our staff conducts themselves in a manner not to bring attention to CAA but rather to always put the City in favorable public light. This is why the average length of service with our clients is over 16 years.

## Project Controls

CAA tracks and controls project costs and will provide timely invoices through the company's payroll and accounting systems. Employees enter their time into the CAA payroll system from the primary workstation. The data is checked weekly by the Project Manager for accuracy and validity. CAA's administrative staff will prepare a monthly invoice per the agreement with the City. All invoices will be reviewed by the project manager prior to submittal to the City for payment.

## Client List

The following contains related projects for CAA in the State of California, with an outline of services provided to each client, as well as the period of time that we have been performing the referenced service. We are extremely proud of our track record and the length of time we have continuously provided services to our clients. We invite you to contact any of our clients to obtain their opinion of the services we provide for their cities.

REFERENCES	SERVICES	SINCE
<b>City of Ojai</b> Steve McClary, City Manager (805) 646-5581 401 S. Ventura Street, Ojai, CA 93023	Building & Safety Code Enforcement	2016
<b>City of Rancho Palos Verdes</b> Lauren Ramezani, Sr. Administrative Analyst- Public Works (310) 544-5245 30940 Hawthorne Blvd., Rancho Palos Verdes, CA 90275	Building Plan Check Environmental/NPDES	1984 2016
<b>City of Lake Forest</b> Angela Redding, City Manager (949) 461-3575 25550 Commercentre Drive, Suite 100 Lake Forest, CA 92630	Street Maintenance	2016
<b>City of Canyon Lake</b> Aaron Palmer, City Manager (951) 244-2955 31516 Railroad Canyon Rd, Canyon Lake, CA 92587	Building & Safety Engineering Public Works Planning	2016



<b>City of Avalon</b> Jordan Monroe, Management Aide (310) 510-0220 x 128 410 Avalon Canyon Rd., Avalon, CA 90704	Environmental/NPDES	<b>2015</b>
<b>City of Banning</b> Patty Nevins, Community Development Director (951) 922-3120 99 E. Ramsey St., Banning, CA 92220	Building & Safety City Engineering As Needed	<b>2015</b>
<b>City of Moreno Valley</b> Ahmad Ansari, Director of Public Works (951) 413-3000 14177 Frederick Street, Moreno Valley, CA 92552	Environmental/NPDES	<b>2014</b>
<b>City of Pico Rivera</b> Gladis Deras, Associate Engineer (562) 801-4332 6615 Passons Boulevard, Pico Rivera, CA 135660	Environmental/NPDES	<b>2014</b>
<b>City of Calimesa</b> Bonnie Johnson, City Manager (909) 795-9801 908 Park Avenue, Calimesa, CA 92320	Building & Safety Full Service Planning Public Works Code Enforcement	<b>2014</b>
<b>City of San Dimas</b> Krishna Patel, Community Dev. Director (909) 394-6200 245 E Bonita Ave, San Dimas, CA 91773	Environmental/NPDES	<b>2014</b>
<b>City of Duarte</b> Craig Hensley, Community Dev. Director (626) 386-6835 1600 Huntington Dr, Duarte, CA 91010	Building & Safety Inspection & Plan Check, Code Administration	<b>2013</b>
<b>City of Redondo Beach</b> Geraldine Trivedi, Project Manager (310) 372-1171 415 Diamond Street Redondo Beach, CA 135277	Environmental/NPDES	<b>2013</b>
<b>City of La Palma</b> Laurie Murray, City Manager (714) 690-3334 7822 Walker Street, La Palma, CA 90623	Building & Safety Environmental/NPDES	<b>2012</b>
<b>City of Laguna Hills</b> Bruce Channing, City Manager (949) 707-2600 24035 El Toro Road, Laguna Hills, CA 92653	Street Maintenance	<b>2012</b>
<b>City of Laguna Woods</b> Chris Macon, City Manager (949) 639-0500 24264 El Toro Road, Laguna Woods, CA 92637	Environmental/NPDES	<b>2010</b>
<b>City of Los Alamitos</b> Les Johnson, Development Services Director (562) 431-3538 3191 Katella Avenue, Los Alamitos, CA 90270	Building & Safety Environmental/NPDES	<b>2010</b>

<b>City of Pomona</b> Julie Carver Environmental Programs Supervisor (909) 620-2261 505 South Garey Ave, Pomona, CA 91766	Environmental/NPDES	<b>2010</b>
<b>City of Cypress</b> Douglas Dancs, Director of Public Works (714) 229-6752 5257 Orange Avenue, Cypress, CA 90630	Plan Check Building Inspection NPDES Inspection and Plan Review	<b>2008</b>
<b>City of Rancho Santa Margarita</b> Cheryl Kuta, Development Services Director (949) 635-1800, ext. 6707 22122 El Paseo, Rancho Santa Margarita, CA 92688	Building & Safety Environmental Public Works Code Enforcement	<b>2007</b>
<b>City of Fountain Valley</b> Andy Perea, Interim Dev. Services Director (714) 593-4436 10200 Slater Ave, Fountain Valley, CA 92708-4736	Building & Safety	<b>2004</b>
<b>City of Stanton</b> Kelly Hart, Community Dev. Director (714) 890-4213 7800 Katella Avenue, Stanton, CA 90680	Building & Safety	<b>2004</b>
<b>City of Aliso Viejo</b> David Doyle, City Manager (949) 425-2500 12 Journey, Suite 100, Aliso Viejo, CA 92656	Building & Safety Engineering Support Code Enforcement Environmental	<b>2002</b>
<b>City of Mission Viejo</b> Elaine Lister, Community Dev. Director (949) 470-3000 200 Civic Center, Mission Viejo, CA 92691	Building & Safety Public Works Plan Check Public Works Inspection	<b>1995</b>
<b>City of Camarillo</b> Dave Norman, City Manager (805) 388-5307 601 Carmen Drive, Camarillo, CA 93010	Building & Safety Public Works Inspections Environmental/NPDES	<b>1994</b>
<b>City of Yucaipa</b> Ray Casey, City Manager (909) 797-2489 34272 Yucaipa Boulevard, Yucaipa, CA 92399	Building & Safety Engineering Support Fire Marshall Services	<b>1993</b>
<b>City of Twentynine Palms</b> Frank Luckino, City Manager (760) 367-6799 6136 Adobe Road, Twentynine Palms, CA 92277	Building & Safety City Engineering Traffic Engineering	<b>1993</b>
<b>Town of Yucca Valley</b> Shane Steuckle, Community Dev. Director (760) 369-7207 57090 Twentynine Palms Highway, Yucca Valley, CA 92284	Building & Safety	<b>1992</b>
<b>Town of Apple Valley</b>	Building & Safety	<b>1990</b>

Doug Robertson, Town Manager (760) 240-7000 14955 Dale Evans Parkway, Apple Valley, CA 92307	Public Work Administration Town Engineering	
<b>City of Hidden Hills</b> Kerry Kallman, City Manager (818) 888-9281 6165 Spring Valley Road, Hidden Hills, CA 91302	Building & Safety City Engineering	<b>1990</b>
<b>City of Moorpark</b> David Bobardt, Community Development Director (805) 517-6281 799 Moorpark Avenue, Moorpark, CA 93021	Building & Safety Environmental/NPDES	<b>1988</b>

## **AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, is made and effective as of November 13, 2021, between the **City of Stanton**, a California Municipal Corporation ("City") and **Charles Abbott Associates, Inc.**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Amended Agreement shall commence on **November 13, 2021** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **February 20, 2022**.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A. When available, a more detailed work program shall be attached and incorporated into this agreement as a separate exhibit.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's Director of Community and Economic Development shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **55% of permit fees for the first \$20,000, 50% of permit**

**fees for fees collected between \$20,001 and \$30,000, and 40% of fees for more than \$30,000, in addition to special plan check and inspection services charged at the hourly rate identified in the payment schedule** for the total term of the Amended Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) Consultant may terminate this Agreement, only for cause, by serving upon City at least one hundred and eighty (180) days' prior written notice. For purposes of this subsection, "cause" shall include City's unreasonable failure to pay Consultant's invoice. Upon receipt of said notice, Consultant shall continue to work under this Agreement until the end of the 180 days, unless City terminates the Agreement prior to the end of the 180 days.

(c) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal liability or exposure to Consultant. With respect to computer files, Consultant shall make available

to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure to do so will in no way act as a waiver. This obligation to indemnify and defend City is

binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of Consultant to fully pay for and indemnify the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors. City shall have the right to select defense counsel.

10. **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.

11. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

12. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, 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 not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

13. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents,

interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

17. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: City Clerk
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To Consultant:	Charles Abbott Associates, Inc. 27401 Los Altos, #220 Mission Viejo, CA 92691 Attn: Rusty Reed
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18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Charles Abbott Associates shall perform the services described in this Agreement.

19. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

20. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

21. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

23. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**SIGNATURE PAGE FOR CHARLES ABBOT**

**CONSULTANT CONTRACT**

**CITY OF STANTON**

**CONSULTANT**

By: \_\_\_\_\_  
Jarad Hildenbrand  
City Manager

By: \_\_\_\_\_  
Rusty Reed  
President/Principal in Charge

Attest:

\_\_\_\_\_  
Patricia A. Vazquez, City Clerk

Approved As To Form:

\_\_\_\_\_  
HongDao Nguyen, City Attorney

## **EXHIBIT A**

### **TASKS TO BE PERFORMED**

Proposal for Building and Safety Services  
(Dated October 17, 2018)

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.
4. **Professional Liability or Errors and Omissions Insurance** as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A or better and a minimum financial size VII.

**General conditions pertaining to provision of insurance coverage by Consultant.** Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third-party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to

and promptly paid by Consultant or deducted from sums due Consultant, at City option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of

complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

## CITY OF STANTON

### REPORT TO CITY COUNCIL

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

**DATE:** November 9, 2021

**SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR SPLASH PAD MAINTENANCE**

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

The existing splash pad maintenance service agreement with Service First expires December 1, 2021. City staff released a "Request for Proposal" (RFP) soliciting proposals to provide professional, splash pad maintenance services and optional, as-needed repair services. Two firms provided proposals: California Waters and Service First. California Waters provided a superior proposal and their annual maintenance fee of \$12,960 is approximately half of what Service First charges annually. The RFP also requested as-needed, repair work service rates on a time and materials basis. Therefore, to provide for an allowance for as-needed repair work and replacement of wearable items in the amount of \$7,040 per year, City staff recommends entering into a one (1) year agreement with two (2) optional one-year extensions with California Waters in an amount not to exceed \$20,000 per year, excluding CPI adjustments as provided for in the draft agreement. The total cost to the City will be dependent on the tasks needed during the life of the agreement.

#### **RECOMMENDED ACTIONS:**

1. City Council declare this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a "project" as defined by section 15378 of the CEQA guidelines; and
2. Award a contract to California Waters to provide professional splash pad maintenance and repair services for a maximum contract amount of \$20,000 annually, excluding CPI adjustments as provided for in the draft Professional Services Agreement; and
3. Authorize the City Manager, with the concurrence of the City Attorney, to make minor modifications to the Professional Services Agreement and to bind the City of Stanton.

#### **BACKGROUND:**

The existing splash pad maintenance service agreement with Service First started December 1, 2018 and allowed for two (2) optional one-year extensions. Both optional

one-year extensions were exercised; therefore, the existing service agreement expires December 1, 2021. The original agreement called for a service fee of \$24,450 per year. In anticipation of the expiration of the service agreement, City staff released a "Request for Proposal" (RFP) soliciting proposals to provide professional, splash pad maintenance services and optional repair services. The RFP was released in a two-envelope format in accordance with the City's Purchasing Policy and Procedures, which requires the publishing of the RFP in the trade journals. The first envelope consists of a written proposal highlighting the firm's experience and qualifications, and a 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 contractor. In the event the City can not negotiate a fee with the best qualified contractor, the City will negotiate a fee with the second ranked contractor, 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 maintenance contract.

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

Two firms provided proposals: California Waters and Service First. California Waters provided a superior written proposal. Surprisingly, upon the opening of the fee proposal envelope, City staff observed California Waters' proposed annual maintenance fee of \$12,960 is approximately half of what Service First charged annually. The RFP also requested repair work service rates on a time and materials basis. Because repair work to City facilities is considered a "public works project" and requires payment of prevailing wages for any repair work performed, the RFP also requested labor rates for repair work. According to their proposal, California Waters' quoted per person-hour rates and trip charges are compliant with prevailing wages laws. Because repair work and wearable item replacements can not be fully anticipated, City staff is recommending a repair work and wearable item allowance contingency be provided in the amount of \$7,040 per year. Therefore, City staff recommends entering into a one (1) year service agreement with two (2) optional one-year extensions with California Waters in an amount not to exceed \$20,000 per year, excluding CPI adjustments as provided for in the draft standard agreement. The draft agreement allows the service rates and hourly repair fees in years 2 and 3 to be adjusted each year in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

#### **FISCAL IMPACT:**

The total cost to the City will be dependent on the specific tasks needed during the life of the agreement. The fiscal year 2021-2022 budget includes \$24,600 for splash pad maintenance.

280-3400-608100: \$12,300

101-3400-608100: \$12,300

**ENVIRONMENTAL IMPACT:**

The action requested in this report is not categorized as a project, and therefore, categorically exempt under the California Environmental Quality Act.

**LEGAL REVIEW:**

None.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 – Provide a high quality infrastructure.

Prepared by:

/s/ Joe Ames

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

Concur:

/s/ Michelle Bannigan

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Michelle Bannigan, CPA  
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

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Jarad L. Hildenbrand  
City Manager

**Attachments:**

- 1) Draft Professional Services Agreement containing City's RFP, California Waters proposal and fee proposal

**CITY OF STANTON  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
SPLASH PAD MAINTENANCE**

**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 **California Waters Development, Inc. DBA California Waters, a CORPORATION**, with its principal place of business at **23311 E. La Palma Avenue, Yorba Linda, CA 92887** (“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 **Splash Pad Maintenance** 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 **Splash Pad Maintenance** 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 **Splash Pad Maintenance** 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 **Splash Pad Maintenance** 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 **December 1, 2021** to **November 30, 2022** 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 "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: **Jeffrey Barman**.

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

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

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

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

3.2.10 Insurance.

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

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

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

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

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

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

- (d) Workers’ Compensation: Workers’ Compensation Insurance, as required by the State of California and Employer’s Liability

Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

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

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

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

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

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

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

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

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

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

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City

except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with

the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWENTY THOUSAND DOLLARS (\$20,000)** ("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:**

**Jeffrey Barman  
Vice President, California Waters Development, Inc.  
23311 E. La Palma Avenue  
Yorba Linda, CA 92887**

**City:**

City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680  
Attn: Public Works 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 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

CALIFORNIA WATERS DEVELOPMENT,  
INC. DBA CALIFORNIA WATERS

By: \_\_\_\_\_  
Jared L. Hildenbrand  
City Manager

By: \_\_\_\_\_  
Mark Pitman  
President

**ATTEST:**

By: \_\_\_\_\_  
Patricia Vazquez  
City Clerk

By: \_\_\_\_\_  
Jeffrey Barman  
Vice President/Secretary

**APPROVED AS TO FORM:**

CORPORATE SEAL OF CONTRACTOR  
REQUIRED

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

See attached RFP from the City of Stanton and service proposal from California Waters.



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Water Splash Pad Maintenance**

RFP responses to be received until

**4:00 p.m., October 25, 2021**

in the office of the Public Works Department

**City of Stanton**

Attn: Joe Ames, Director of Public Works  
7800 Katella Avenue,  
Stanton, CA 90680-3162

Approved for Advertising:

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

Date Issued: September 27, 2021

## **GENERAL DESCRIPTION AND INTRODUCTION**

The City of Stanton is requesting proposals from qualified contractors to provide maintenance services for its water splash pads.

Proposals must conform to the requirements of this Request for Proposal (RFP), and must be submitted in a sealed envelope, to the Department of Public Works no later than 4:00 p.m., on Monday, October 18, 2021. The consultant contract is anticipated to be awarded on October 26, 2021 with work to begin November 15, 2021. The City reserves the right to waive any irregularity in any proposal, or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified candidate.

The successful contractor will be required to enter into an agreement with the City, which will include the requirements of this RFP as well as other requirements to be specified at a later date. By submitting a proposal, the contractor agrees to all of the terms of this RFP. The bidder must possess a C-36, or C-42 Contractor License in the State of California.

**This contract term is for a period of 12 months. The City and contractor may elect to exercise an extension of this Contract for two (2) additional twelve (12) month terms.** The rates may be adjusted each year at the time of renewal in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).

Contract extensions are also contingent upon satisfactory performance of the Contractor.

## **PROJECT BACKGROUND**

The City currently operates and maintains two water splash pads located in Stanton Central Park (10660 Western Ave, Stanton, CA 90680), and Harry M. Dotson Park (10350 Fern Ave, Stanton, CA 90680). The water play operates Monday through Sunday from 12:00 pm to 5:00 pm from the Friday before Memorial Day through Labor Day ("Operational Season").

As part of this preventative maintenance program, the water splash pads shall be maintained once per week during the Operational Season. In addition, there are procedures that will require maintenance every month and once per year rather than every week as listed below.



## **SCOPE OF SERVICES**

### **General:**

1. Coordinate all activities with City Engineer including any downtime.
2. Ensure that form, fit, and function requirements are incorporated into work.

### **Required Work (Weekly during the Operational Season):**

1. Scheduled service is required once per week (Sunday – Saturday), or as directed by the City Engineer.
2. Provide chlorine and acid required to maintain as needed.
3. Maintain all equipment at the optimal parameters: pumps, filters debris traps, time clocks, flow rates, and vault lighting.
4. Maintain operation of touch pad sensors.
5. Maintain service chart.
6. Keep pump enclosure areas clean of trash dirt and debris.
7. Keep all splashpad components including the play surface free from calcium build up, any growth like algae, insects, etc.
8. Remove all obstructions & debris from all clogged plumbing fixtures, pipes, etc.
9. Clean pump(s) strainer basket.
10. Clean debris trap.
11. Check and record pH, chlorine, total alkalinity, calcium hardness, cyanuric acid (CYA) (recalibrate pH as necessary)
12. Maintain chlorine parts per million (PPM) between 3.0 and 5.0, pH between 7.4 and 7.8, total alkalinity between 80 and 120 ppm, calcium between 200 and 400 ppm, and HRR at approximately 800.
13. Make necessary water chemistry adjustments if levels not acceptable; adjust chlorine/acid levels, dispense soda ash/sodium bicarbonate and superchlorinate to meet Health Department requirements, as required. Do so in a safe manner, while not impacting any users.
14. Backwash sand filters as necessary.
15. Report any deficiency same day to Public Works Manager.
16. Report any graffiti same day to Public Works Manager.
17. Clean any dirty nozzles both in ground and on elevated features.

### **Required Work (Monthly)**

1. Operate the splash pads to verify it is working, and perform the following tests, cleanings, and inspections:
  - A) Inspect chemical tubing.
  - B) Inspect play product solenoid valves.



- C) Clean chemical injectors.
- D) Inspect and clean flow meters (as necessary).
- E) Observe bypass valve opening and closing before and after sequence a sequence.
- F) Remove any calcium build up from above ground features.
- G) Inspect all ball valves and unions for leaks (tighten unions as necessary).
- H) Drain and clean holding tank (as necessary).
- I) Record maintenance in service chart.

Winterizing Work (Annually, after the end of the Operational Season):

- 1. Remove all nozzles and cap shut.
- 2. Turn off auto-fill to holding tank.
- 3. Blow out lines.
- 4. Power down electronic equipment.

Required Work (Annually, just prior to the Operational Season):

- 1. Replace nozzles.
- 2. Turn on auto-fill to holding tank.
- 3. Power up electronic equipment, and verify equipment is operational.
- 4. Replace peristaltic pump tubing (as necessary).
- 5. Grease moving parts (as necessary).
- 6. Replace U.V. bulbs and ballasts.
- 7. Inspect all piping for wear.
- 8. Drain and clean chemical storage tanks.
- 9. Inspect pump filter lid O-ring (grease or replace if necessary).
- 10. Inspect chemical probes (replace as necessary).
- 11. Check quantity of sand filter (add sand as necessary).
- 12. Flush lines and cycle system.
- 13. Record maintenance in service chart.

**Any repair work will be contracted for separately.**

## SUBMISSION REQUIREMENTS

Proposals shall consist of the following items:

1) Proposal:

- a) One (1) copy of a printed, typed letter proposal highlighting experience performing similar work on other splash pads with experience in Southern California, any insight into the operation of the splash pads or items recommended for inclusion or exclusion for servicing, and a statement indicating the contractor will respond to emergency callouts from the City within two (2) hours and how the contractor can comply with this requirement. The proposal shall also indicate if the proposer, if chosen, wishes to enter into two (2) additional twelve (12) month extensions with service fee adjustments each year at the time of renewal in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).
- b) One (1) copy of a signed, written statement, stating the company will comply with City insurance requirements (as written in the City's Professional Services Agreement), and stating exceptions taken to the City's Professional Services Agreement, if any.

2) Fee Proposal (in a separate, sealed envelope):

- a) One (1) copy of a written, typed fee proposal with a **not-to-exceed, flat-rate annual** service fee for the services described herein and provided **in a separate sealed envelope**. The fee proposal shall also include a table indicating the anticipated staff-hours dedicated to perform each of the tasks to complete this service.

**Submit proposals to the following address by the deadline listed on the cover page of this RFP:**

City of Stanton  
Attn: Joe Ames, Director of Public Works  
7800 Katella Avenue  
Stanton, CA 90680-3162

## SELECTION CRITERIA

The proposals will be evaluated on the following factors, but may not be limited to just these factors:

Criteria	Scoring
Experience Performing Similar Work	50%
Insight into Splash Pad Operations/Items Recommended for Inclusion	30%
Ability to Respond to Emergencies	20%

The City will review the proposals and negotiate a service fee with the best qualified contractor. In the event the City can not negotiate a fee with the best qualified contractor, the City will negotiate a fee with the second ranked contractor, and so on until an agreement is reached.

### **REQUESTS FOR INFORMATION**

**The deadline for request for information is 5:00 p.m. on October 11, 2021. All requests for additional information shall be made in writing via e-mail to:**

Joe Ames, P.E., T.E.  
Public Works Director/City Engineer  
james@stantonca.gov  
Re: Water Splash Pad Maintenance

### **BUSINESS LICENSE, INSURANCE, STANDARD AGREEMENT REQUIRED**

All taxes and licenses, including, but not limited to, a Stanton City Business License, required for this project shall be obtained at the sole expense of the consultant.

Before the City executes a contract, the selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits no less than \$1,000,000 per accident and Comprehensive Professional Liability Insurance or General Liability Insurance with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy.

The City's standard Professional Services Agreement is attached to this RFP for review.



**TO:** All Interested Contractors

**FROM:** Joe Ames, Director of Public Works & City Engineer

**DATE:** October 5, 2021

**SUBJECT: ADDENDUM NO. 1** to RFP for Water Splash Pad Maintenance

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This Addendum No. 1 is being issued in response to questions received on the RFP for Water Splash Pad Maintenance.

1. **The correct proposal due date and time is 4:00 p.m. on October 25, 2021.** Please ignore the text concerning October 18<sup>th</sup> within the RFP. The date/time on the cover page is correct.
2. **Interested persons may view existing equipment and the sites at 10:00 a.m. on Wednesday, October 13, 2021.** Meet at the splash pad in Stanton Central Park, 10660 Western Avenue, Stanton, CA 90680. Scott Jensen, Public Works Manager, will be on-site to open equipment enclosures and answer questions. He can also be reached at 714-890-4289.
3. The City's current provider is Service First. The existing three-year service contract expiring November 30, 2021 was executed in an amount not to exceed \$73,350 or \$24,450/year. Please direct any requests for copies of the current contract to Joe Ames at james@stantonca.gov. However, please note the proposed scope of work in this RFP is different than the scope of work in the current contract with Service First. Therefore, the current contract is immaterial to this RFP. Based upon experience, proposers may propose a different scope of work in their proposals as described in the RFP.
4. The "required work" listed for once-weekly and once-monthly can be performed concurrently during the Operational Season on any day of the week provided that such work does not interfere with the use of or operation of the splash pad by patrons.
5. **Note that the RFP states the City will award a contract based on "best qualified" based upon a written proposal, and the cost proposal is a separate proposal in a sealed envelope.** Any recommendations for inclusion of normal wear and tear items can be included in the proposal and listed in the cost proposal. However, needed repairs identified during maintenance activities will be informally bid out according to Labor Code laws.



6. C-53 contractors may submit proposals.
7. The chosen contractor shall be registered with the Department of Industrial Relations and shall be required to pay prevailing wages for maintenance work. The sample agreement is presented correctly.

-END-



# CITY OF STANTON

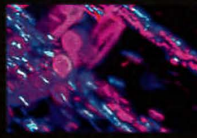
## Request for Proposal *Water Splash Pad Maintenance*

October 25, 2021



Jeffrey Barman  
President, Repair Services and Service Divisions | California Waters  
o 949.528.0900 x102 | f 949.528.0910  
jbarman@californiawaters.com

Lorri Johncox  
Coordinator, Repair Services and Service Divisions | California Waters  
o 949.528.0900 x111 | f 949.528.0910  
ljohncox@californiawaters.com



## WE ARE CALIFORNIA WATERS

Founded in 1999, California Waters is one of California's oldest, largest, and fastest growing aquatic specialty contractors.

California Waters delivers professional, in-house, self-performed maintenance, repair, renovation, design/build and construction services focused exclusively on commercial water features, pools and spas, splash pads, and waterscapes.

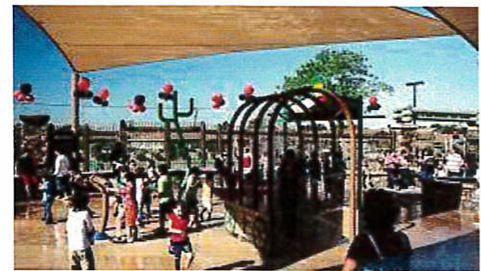
By delivering outstanding construction and service excellence, we capture the beauty, magic and mystery of water for all to enjoy – we bring water to life.

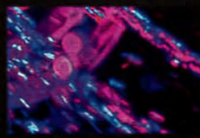
Using innovative techniques and our deep experience, we will identify ways to increase construction efficiencies, adhere to budgets, accelerate schedules and eliminate surprises. Count on us to deliver quality and execute on all fronts.

And because water is all that we do, we are experts at using state-of-the-art and cost-effective techniques to bring it to life.

We invite you to visit our website and see our online brochure for more information at [www.californiawaters.com](http://www.californiawaters.com).

We look forward to working with you.





*Sent by Hand*

October 25, 2021

**RESPONSE FROM CALIFORNIA WATERS TO  
RFP FOR CITY OF STANTON FOR  
Water Splash Pad Maintenance**

California Waters Development, Inc. dba California Waters appreciates the opportunity to respond to the City of Stanton's splash pad maintenance RFP.

**Summary of Our Qualifications and Experience**

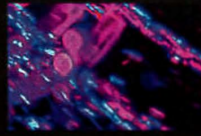
- 💧 Specific focus on and expertise servicing aquatics since 1999
- 💧 Comprehensive service provider: maintenance, repair, renovation, and design-build new construction
- 💧 Significant municipal, county, city and public agency experience
- 💧 Fully insured with \$6 million of liability insurance
- 💧 Active and compliant C53 (Swimming Pool) and A (Engineering) contractors licenses from the State of California, as well as three C61/D licenses, including C61-D35 (Swimming Pools), CSLB #958960
- 💧 Certified Pool Operator (CPO) issued by the PHTA (fka National Swimming Pool Foundation)
- 💧 Aquatic Facility Operator (AFO) certification through the National Recreation and Park Association (NRPA)
- 💧 Formally trained to enter and operate in confined space permit locations
- 💧 Formally certified as a Small Business Enterprise (SBE) by the State of California
- 💧 DIR certified by the State of California

**Experience**

In business since 1999, California Waters was reincorporated in 2009. We have the staff and equipment necessary to execute the specifications of this RFP; both in the field to execute the work required, and administratively in the office to provide support.

We currently provide maintenance and repair services on behalf of hundreds of public sector and private developers and managers of properties with splash pads, aquatic facilities, pools and spas, fountains and water features.

We are confident that our experience, and most important the experience of our trained professional splashpad technicians, will allow us to fully self-perform the scope of the splash pad weekly in-season, monthly off-season, and spring startup and winterization activities in your scope on pages 3 and 4 of your RFP document.



### **Sample Project References**

With over 20 years of experience, California Waters has a long and highly successful track record in working with municipalities and public agencies. Our current and recent customers for the service and repairs of splashpads, fountains and water features include: the City of Anaheim, the City of Beverly Hills, the City of El Cajon, the City of Hawaiian Gardens, the County of Los Angeles, the City of Monrovia, the County of Riverside, the City of Santa Monica, the City of Santee, and the City of West Hollywood, among others. We are a qualified/pre-approved vendor for many other cities, counties, parks departments, and public agencies throughout California.

Three sample current references follow, listed alphabetically by City name, for each of whom we currently provide recurring weekly splash pad maintenance services in-season and on-call repairs as needed both in season and off-season:

#### **City of Anaheim – 2 splashpads with daily in-season service and 1 fountain**

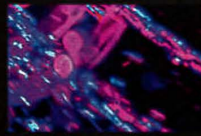
Mr. Phil Yuhas  
Park Field Coordinator  
714-765-5237  
pyhuas@anaheim.net  
Since 2018

#### **City of Santa Monica – 1 splashpad and many fountains and a large manmade lake**

Mr. Christopher Oliver  
Park Maintenance Supervisor  
310-458-2201  
christopher.oliver@smgov.net  
Since 2013

#### **City of Tustin – 3 splashpads: 1 for service, 1 for repair, 1 for on-call repair**

Mr. Ron Walde  
Maintenance Supervisor  
714-795-0118  
rwalde@tustinca.org  
Since 2021



### **Staff and Equipment**

We have approximately 40 employees, and approximately two dozen trucks. We have our crews operating full-time, each dedicated to either service, or repair, or construction. We own literally hundreds of tools and well over a million dollars of invested capital in our equipment and fleet. We also have strong relationships with multiple equipment rental companies. We do not anticipate any issues with tools or equipment needed to service your account, and indeed believe we have everything we might expect to use in-house on day one.

The summary resume of the primary account manager for your project follows:

#### **Jeffrey Barman**

Title: Vice President, California Waters Development, Inc.  
Tenure With California Waters since 2009  
Certificates: Certified Pool Operator (CPO), current  
Aquatic Facility Operator (AFO), current  
National Plasters Council (NPC) start-up, current  
Among others  
Licenses: Holder of C53, C61- D35, and other CSLB licenses  
Education: B.A. degree in Economics from Wesleyan University of Connecticut

All of our personnel that would be tasked to your work have the experience necessary to undertake the scope of work required, and understand, speak, read and write English fluently. All of our field personnel are required to follow a professional dress code and conform to our Company's uniform policy.

### **Approach**

Our type of service is full-service. We will provide complete coverage of the maintenance and other items within the scope of work of this RFP, and will be able to provide in-house repairs, troubleshooting, equipment replacement, and virtually any other items and activities that you may request or require.

We will promptly report to your staff the occurrence if any unusual incidents or hazardous conditions are noted.

The motto at California Waters is that while true perfection may be unattainable, we will always strive toward it on behalf of our customers, many of whom we have had the privilege of serving for many years now. We take quality control seriously at all levels of the Company, both in the field and in the office.



When needed, we are able to offer our service customers a full scope of design, engineering, renovation and construction efforts, in-house. We do not just service and repair splash pads, we design and construct them too.

### **Emergency Response Plan**

We have redundancy built into our staff of 40+ people strong and can handle emergencies and extra work as needed by the City and respond to the two-hour emergency callout when needed.

We provide all our customers 24/7 Emergency Service including our phone auto-forward system to provide access to multiple authorized, experienced personnel after hours. All field personnel and managers are equipped with smartphones, providing both live text and email communication capability while in the field as well as the ability to send pictures and video.

Our service and repair trucks each have live GPS tracking, for minute-by-minute reporting, making instantaneous routing and trip reports easily achievable. Our proprietary software coordinates, tracks and details work orders from the time of the first call from the field staff or the customer, to the completion and invoice of the job. We also have the capability to track our customers' equipment in the field to assist in diagnosing any issues remotely when necessary.

Our headquarters and yard are in Yorba Linda, California and we provide service to customers throughout Southern California.

### **Summary Implementation Plan**

1. Meet with on-site and office staff to identify their preferences for reporting and communication, and exchange contact methods and data
2. Meet with appropriate internal contact for hands-on walk-through for equipment and setting expectations, reporting, and any immediate repair needs
3. Receive (or we can obtain) and review copies of all O&M and equipment manuals, preferably in advance of turnover
4. Perform Job Hazards Analysis to identify site-specific safety and training issues, if any, including but not limited to areas defined by City as confined space
5. Create look ahead calendar to schedule service visits

### **Project Management and Invoicing**

California Waters utilizes state of the art technologies in its operations, both in the field and in the office. In addition to field service and technical personnel, and the key personnel noted elsewhere in this proposal, we have full-time, dedicated staff to handle the administrative side of the work necessary to support your staff's own efforts with our critical back-office activities such as scheduling, communication and invoicing.

Invoices are generated using a well-known professional accounting software program called Foundation, with a proprietary add-in system for scheduling and tracking, and an additional add-in system for GPS tracking of all Company service and support vehicles as mentioned.

### **Financial Strength**

California Waters has been in continuous operation since 1999. We have existing, strong, credit, banking and bonding relationships. Our financial statements are formally reviewed annually by the well-known Orange County CPA firm of Wertz & Company, in Irvine. There have been no Chapter 7/11/13 bankruptcies filed by the Company, nor by its principals, in their respective histories.

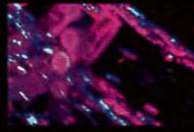
Our annual revenue has in recent years been in excess of \$10 million. While your account would be significant, important, and highly valued by our Company, it would not dominate our business or materially impact our overall financial capabilities or operations.

While we qualify as a SBE for the State of California, we are one of the largest and most established companies in our industry in all of Southern California, and have ample financial wherewithal, lines of credit, cash on hand, and positive cash flow from ongoing operations to ably and efficiently support an account of this size, including, but not limited to, its terms and conditions, and timing of invoice payments.

### **Subcontractors**

We do not anticipate the use of subcontractors to perform the scope of work stated in the RFP for recurring maintenance. However, we do name a subcontractor, potentially to be used for electrical repairs, if needed as additional services at the City's request, as follows:

USA Tech Electric: 1021 Melrose Ave. #9, Glendale, CA 91202; DIR PW-LR-1000546053; CSLB 1061065. Expected use for scope: 0%; expected use for repairs out of RFP service scope: Minimal to none.



### **Renewals**

We would be pleased to be considered for each of the potentially available one-year options referenced on page 5, item 1a, of the RFP, with an increase from the prior year's rates of the lesser of i) 5%, or ii) the rate indicated at that time by the most recent release of the March CPI, All Urban Consumers, Los Angeles-Riverside-Orange Counties.

### **Addendums**

We acknowledge receipt of Addendum 1, dated October 5, 2021.

### **Additional Information**

California Waters is comprised of two entities with identical ownership, insurance coverage, and contact information:

California Waters Development, Inc. dba California Waters, a California "S" corporation;  
Federal Tax ID Number (EIN) 27-4963481.

California Waters, LLC, dba California Waters, a California limited liability company;  
Federal Tax ID Number (EIN): 27-1115518.

Throughout this proposal "California Waters", the "Company" and "we" or "our" shall be intended to refer to these two operating entities collectively.

### **Conclusion**

We greatly appreciate the opportunity to be of service. Please email or call us with any questions or concerns you may have, at any time. Thank you.

Sincerely,

Jeffrey Barman /s/

DocuSigned by:  
*Jeffrey Barman*  
EA8590789B5E4E5...

Jeffrey Barman

10/22/2021

Vice President, California Waters Development, Inc., dba California Waters  
President, Repair Services and Service Divisions, California Waters

T: 949.528.0900 x102

F: 949.528.0910

E: [jbarman@californiawaters.com](mailto:jbarman@californiawaters.com)



## **EXHIBIT “B”**

### **SCHEDULE OF SERVICES**

#### **Anticipated Staff Hours Per Task**

Weekly During Operational Season:

One Service Technician Visiting Both Splash Pads on a weekday for a combined total of about two to three hours per visit, though it will fluctuate depending on conditions at each park.

Monthly During Off-Season:

One Service Technician Visiting Both Splash Pads on a weekday for a combined total of about two hours; except if Item H, drain and clean holding tank, is required, which would add considerable time to that visit, or would require a follow-up visit.

Winterizing Work Once Annually:

Two Service and/or Repair Technicians on a weekday for a combined total of approximately four hours, and thus eight person-hours.

Spring Start Up Work Once Annually:

Two Service and/or Repair Technicians on a weekday for a combined total of approximately eight hours, and thus 16 person-hours; plus additional time possibly for unusual or one-time equipment or other issues, extra troubleshooting needs, etc.

Office time will be needed: weekly for reports and timesheets; weekly for prevailing wage payroll gathering and compliance; weekly for oversight of technicians; as-needed for communication with City; combined total unknown for office staff but projected at least five person-hours monthly.

**EXHIBIT “C”**  
**COMPENSATION**

*Sent by Hand*

October 25, 2021

**RESPONSE FROM CALIFORNIA WATERS TO  
RFP FOR CITY OF STANTON FOR  
Water Splash Pad Maintenance**

California Waters Development, Inc. dba California Waters replies to the requirement of the RFP scope on page 5, item 2a, as follows:

**Pricing**

Our proposed price for your RFP is a not to exceed flat rate of \$12,960 for the first 12 months, invoiced at a fixed rate of \$1,080 per month.

Includes prevailing wage labor at Laborer 1 class rates for this scope:

- once-weekly service visits in season, for the period from the Friday before Memorial Day through Labor Day
- once-monthly service visits off season, for each month for the rest of the calendar year
- once-annual winterizing work after the season completed, after Labor Day
- once-annual spring start up work before the season restarts, before Memorial Day

Any repair work will be contracted for separately; additional service calls will be available upon request on a T&M basis.

Our standard prevailing wage hourly T&M rate is currently \$195 per person-hour, with a one-hour minimum and a trip charge of \$150. Emergency rates are charged at 1.5x for weeknights and Saturdays, and 2.0x for Sundays and holidays, charged portal to portal.

Our terms are net 30, with an option of 1% discount net 10, paid by check by mail or by ACH to our bank.

### Items Excluded

Our pricing includes from the items on the Required Work Annually for Spring Startup the replacement of peristaltic pump tubing (but not pump feeder tubing, the specialty tube from the pump itself), as necessary; the replacement of pump filter lid o-ring, as necessary; and the addition of new sand filter media (adding sand), as necessary.

Our price excludes the replacement of UV bulbs and ballasts, as we believe including these in a fixed price model would be to the detriment of the City long-term, as you would be effectively paying for them whether they are replaced or not. We would procure, replace and invoice UV consumable items as needed and treat them as a repair item.

We do not note any other consumable parts on page 4 of the RFP that call out for inclusion, and thus have not included any others. We understand the concept of inclusion of additional items referenced in section 1a on page 5 of the RFP, and would be happy to include a reserve for smaller items with individual low costs so that we can proactively replace items for you as needed. Examples would be skimmer baskets, pump baskets, pump chemical feeder tubing (as opposed to the peristaltic tubing), and similar items. An example could be "approved for parts under \$100 up to \$1200 per year without prior approval but with emailed notification". But this is only an example, mentioned here as a suggestion in response to the RFP call-out for its discussion. It is thus not required by our bid, and it is not included in our fixed cost pricing at this time.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit "B" in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).\*\*\*

## ORDINANCE NO. 1113

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING SECTION 10.08.010 OF THE STANTON MUNICIPAL CODE AUTHORIZING ANGLED PARKING ON ALL ROADWAYS WITH CONDITIONS OF IMPLEMENTATION, SPECIFICALLY AUTHORIZING ANGLED PARKING ON VILLAGE CENTER DRIVE FROM THE SOUTHERLY CITY LIMIT TO BEACH BOULEVARD, AND FINDING SAME EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

**WHEREAS**, the City Council of the City of Stanton ("City Council") desires to enhance the quality of life for the driving public in the City of Stanton ("City"). A key element of achieving this goal is bettering on-street parking opportunities, including the use of non-traditional parking configurations; and

**WHEREAS**, the City Engineer has, after analysis, determined that instituting angled parking may be a feasible solution in some instances, but not all instances. State law, Vehicle Code Section 22503, allows the use of angled parking if the City Council authorizes the same by ordinance. This Ordinance is intended to authorize angled on-street parking, subject to the prior review and recommendation by the City Engineer; and

**WHEREAS**, this Ordinance is intended to facilitate the prompt implementation of angled parking as a parking improvement solution, and therefore, this Ordinance authorizes future applications of angled parking to be accompanied by a resolution identifying the location of the angled parking and incorporating this comprehensive grant of authority for allowing angled parking within the City; and

**WHEREAS**, section 10.08.010 of the Stanton Municipal Code contains the current provisions to regulate the establishment of on-street parking areas in the City; and

**WHEREAS**, the first use of this Ordinance will be the implementation of angled parking on Village Center Drive from the southerly City limit to Beach Boulevard; and

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

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

**SECTION 1:** The City Council finds that all the facts, findings and conclusions set forth above in this Ordinance are true and correct.

**SECTION 2:** The City Council finds that this Ordinance falls within the commonsense exemption to the California Environmental Quality Act ("CEQA") because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Notably, the Ordinance will not result in any construction or development that could have a significant effect on the environment. (State CEQA

Guidelines, § 15061, subd. (b)(3).) Accordingly, this Ordinance, and all parking configurations authorized hereby, are found and determined to be exempt from CEQA. Moreover, the implementation of angled parking on Village Center Drive is additionally categorically exempt from CEQA under the Class 1 and Class 4 exemptions, both of which apply to minor alteration of land or facilities. (State CEQA Guidelines, §§ 15301, 15304.)

**SECTION 3:** The City Council hereby authorizes angled parking on all public streets, thoroughfares, and rights-of-way within the City, subject to the design and location being expressly approved in and by this Ordinance, or in the future by resolution that conforms to the grant of authorization of this Ordinance; in each instance the design and location of the angled parking must be reviewed and approved by the City Council and the approval is to be memorialized by resolution or subsequent ordinance of the City Council.

**SECTION 4:** Section 10.08.010 of the Stanton Municipal Code is hereby amended in its entirety and restated to read as follows:

**“10.08.010 On-street parking-General requirements.**

A. The city engineer is authorized to locate, install, designate, and maintain parking space markings on the public streets where vehicles are authorized to park.

B. Vehicles shall be parked parallel to and adjacent to the curb. If no curb exists, then vehicles shall be parked parallel to the right-of-way line; provided, however, if parking space markings have been placed on the street in a diagonal or other manner, then vehicles shall park in the manner indicated by the markings.

C. Angled parking shall be authorized by ordinance or resolution of the city council, as recommended by the city engineer.

D. When parking space markings have been placed on the street, no vehicle shall be stopped, parked or left standing in a manner or location other than within the parameters of the space markings; and no vehicle shall occupy more than one space.

E. No person shall park or leave standing a vehicle on any street in the city in excess of a consecutive period of seventy-two hours. If a vehicle is parked or left standing upon a street in excess of a consecutive period of seventy-two hours, any member of the city enforcement staff may remove the vehicle from the street in the manner and subject to the requirements of Section 22651 of the California Vehicle Code. This subsection (D) of Section 10.08.010 shall not apply to vehicles covered under Section 10.08.080 of this Code. Oversized vehicles covered by Section 10.08.080 shall be subject to the regulations provided in Section 10.08.080.

F. No vehicle shall be parked in or on any alley in the city.”

**SECTION 5:** The initial implementation of angled parking shall be of the design and location as shown on Exhibit A hereto and incorporated herein by reference, excepting minor modifications as may be required by the City Engineer.

**SECTION 6:** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Stanton hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

**SECTION 7:** The City Clerk shall certify to the adoption of this Ordinance and cause same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

**PASSED, APPROVED, AND ADOPTED** this 9<sup>th</sup> day of November, 2021.

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DAVID J. SHAWVER, MAYOR

ATTEST:

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PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM

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HONGDAO NGUYEN, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1113 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 26<sup>th</sup> day of October, 2021 and was duly adopted at a regular meeting of the City Council held on the 9<sup>th</sup> day of November, 2021, by the following roll-call vote, to wit:

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

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

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

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

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

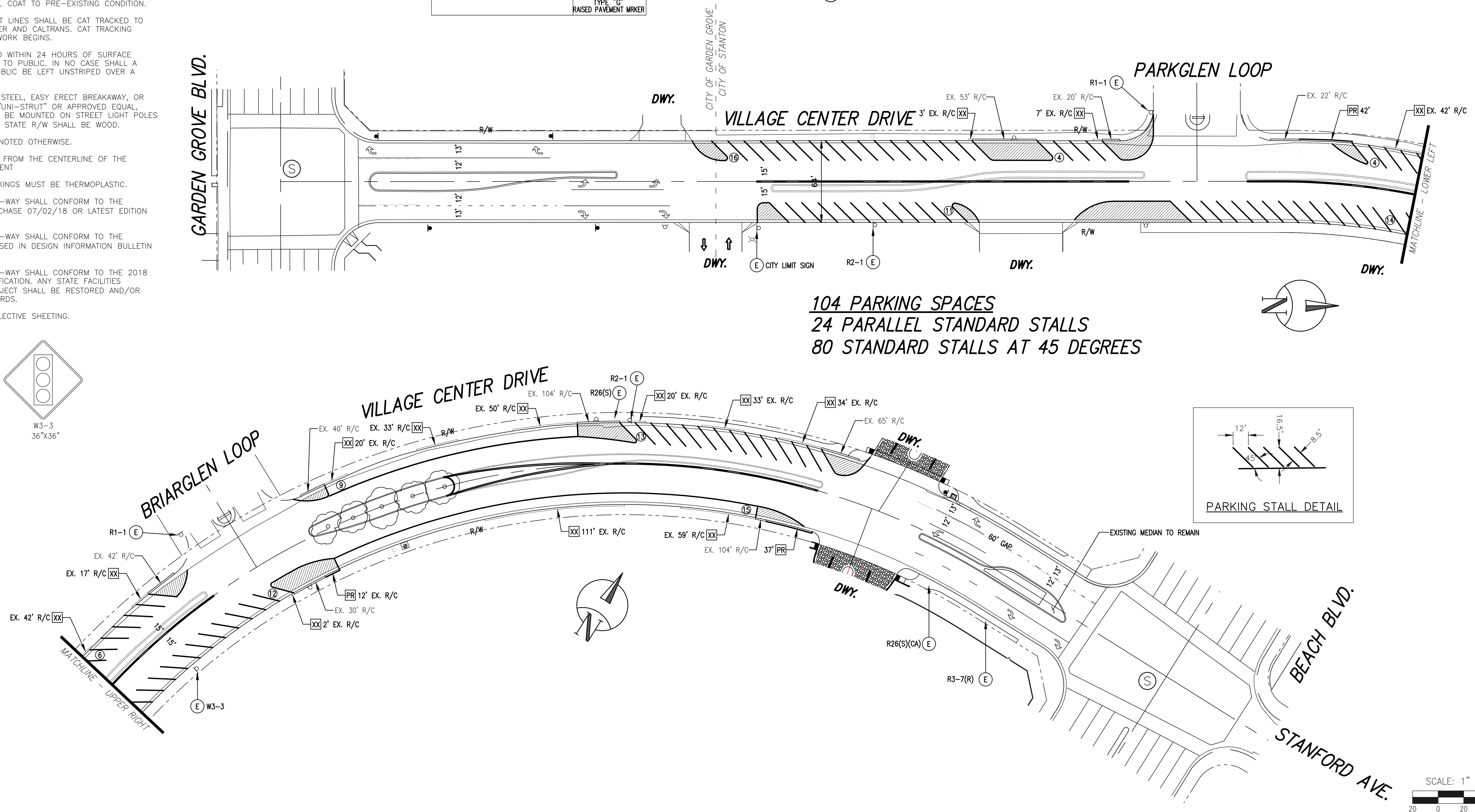
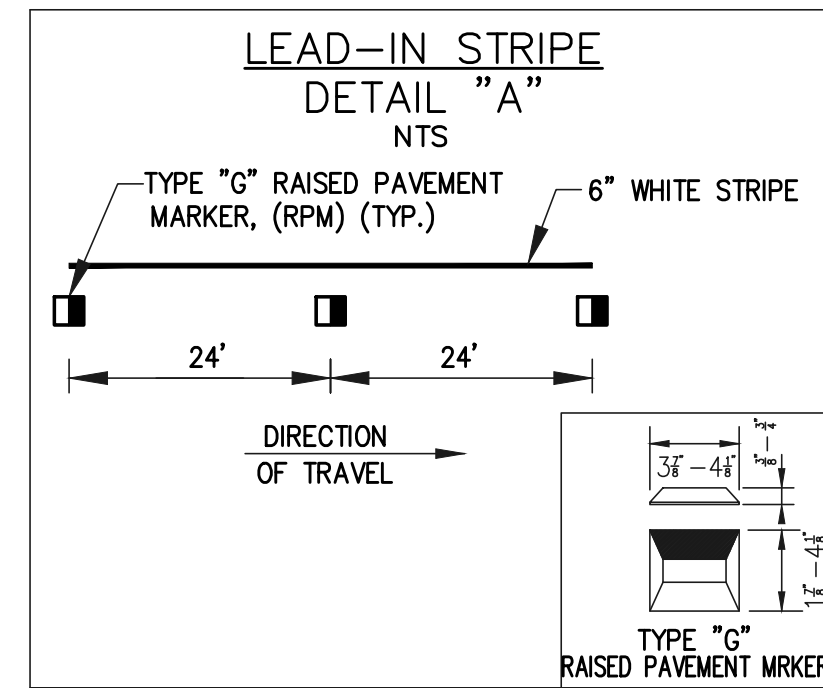
1. TRAFFIC SIGNING AND STRIPING, LEGENDS AND DELINEATOR SHALL CONFORM TO THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) 2014 REV. 3, THE 2018 STANDARD PLANS AND THE 2018 STANDARD SPECIFICATIONS OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION. PAVEMENT LEGEND, ARROWS, MARKINGS, STRIPING, DELINEATION, AND SIGNS SHALL COMPLY WITH CALTRANS STANDARDS.

2. REFLECTORIZE ALL STRIPES AND LEGENDS. PAVEMENT LEGENDS AND MARKING SHALL MATCH CALTRANS STENCILS.
3. ALL CONFLICTING LINES, EXISTING CURB PAINT, AND MARKINGS SHALL BE REMOVED BY WET SANDBLASTING OR OTHER APPROVED METHOD PRIOR TO INSTALLATION OF NEW STRIPING. ALL CONFLICTING RAISED PAVEMENT MARKERS SHALL BE REMOVED. PAVEMENT THAT IS DAMAGED DUE TO REMOVAL OF MARKERS SHALL BE REPAIRED TO THE SATISFACTION OF THE CALTRANS ENGINEERS. NOTE: ANY SHADOWING OR GHOSTING DUE TO THE GRINDING/REMOVAL OF EXISTING STRIPING AND/OR PAVEMENT MARKERS SHALL BE COVERED BY THE APPROPRIATE SEAL COAT TO PRE-EXISTING CONDITION.
4. UPON FINAL ROLLING OF NEW PAVEMENT LINES SHALL BE CAT TRACKED TO THE SATISFACTION OF THE CITY ENGINEER AND CALTRANS. CAT TRACKING SHALL BE MAINTAINED UNTIL STRIPING WORK BEGINS.
5. FIRST STRIPING COAT SHALL BE APPLIED WITHIN 24 HOURS OF SURFACE COURSE PLACEMENT ON STREETS OPEN TO PUBLIC. IN NO CASE SHALL A NEWLY PAVED STREET OPEN TO THE PUBLIC BE LEFT UNSTRIPED OVER A WEEKEND OR HOLIDAY.
6. NEW SIGN POST SHALL BE GALVANIZED STEEL, EASY ERECT BREAKAWAY, OR STEEL TUBING WITH BREAKAWAY BASE, "UNI-STRUT" OR APPROVED EQUAL, UNLESS OTHERWISE NOTED. SIGN SHALL BE MOUNTED ON STREET LIGHT POLE WHENEVER FEASIBLE. ALL POSTS WITHIN STATE R/W SHALL BE WOOD.
7. ALL DIMENSIONS ARE IN FEET UNLESS NOTED OTHERWISE.
8. ALL LANE WIDTHS SHALL BE MEASURED FROM THE CENTERLINE OF THE STRIPING TO CURB OR EDGE OF PAVEMENT
9. ALL NEW STRIPING AND PAVEMENT MARKINGS MUST BE THERMOPLASTIC.
10. ALL WORK WITHIN THE STATE RIGHT-OF-WAY SHALL CONFORM TO THE HIGHWAY DESIGN MANUAL 6TH EDITION CHASE 07/02/18 OR LATEST EDITION AT TIME OF CONSTRUCTION.
11. ALL WORK WITHIN THE STATE RIGHT-OF-WAY SHALL CONFORM TO THE AMERICAN DISABILITIES ACT (AS EXPRESSED IN DESIGN INFORMATION BULLETIN 82-06).
12. ALL WORK WITHIN THE STATE RIGHT-OF-WAY SHALL CONFORM TO THE 2018 CALTRANS STANDARD PLANS AND SPECIFICATION. ANY STATE FACILITIES DAMAGED DURING AND WITHIN THIS PROJECT SHALL BE RESTORED AND/OR RECONSTRUCTED PER CALTRANS STANDARDS.
13. ALL SIGNS SHALL BE 3M DIAMOND REFLECTIVE SHEETING.

			
R3-7(R) 36"x36"	R26(S)(CA) 12"x18"	R2-1 30"x36"	W3-3 36"x36"
			
R3-4 36"x36"			

DWY - DRIVEWAY  
BLVD - BOULEVARD  
EX. - EXISTING  
ID. - IDENTIFICATION  
MPH - MILES PER HOUR  
MIN. - MINIMUM  
OCTA - ORANGE COUNTY  
TRAFFIC AUTHORITY  
R/C - RED CURB  
R/W - RIGHT OF WAY  
SR - STATE ROUTE  
TYP. - TYPICAL  
TEMP. - TEMPORARY  
NTS. - NOT TO SCALE  
(S) - SIGNALIZED INTERSECTION

(E)	EXISTING SIGN TO REMAIN.
(IS)	INSTALL SIGN AND POST.
(PK)	PAINT 4" WHITE PARKING STALL MARKINGS.
(PM)	INSTALL THERMOPLASTIC PAVEMENT MARKING AS SHOWN PER LATEST CA-MUTCD STANDARDS AND ALL REVISIONS.
(PR)	PAINT CURB RED.
(XX)	REMOVE CONFLICTING STRIPING OR MARKINGS BY WET SANDBLASTING PROCESS PER 2018 REVISED CALTRANS STANDARDS.
(P6)	INSTALL 6" SOLID WHITE LANE LINE STRIPE.
(38)	INSTALL THERMOPLASTIC 8" WHITE CHANNELIZING LANE LINE STRIPE PER CALTRANS STD. PLAN A20D - DETAIL 38.





# **City Council Initiated Item 18D**

***“DISCUSSION REGARDING THE  
CREATION OF AN 800 HOTLINE TO  
ASSIST IN REPORTING CRIMINAL  
ACTIVITY WITHIN THE CITY”***

***(This item does not contain a staff report)***