



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, NOVEMBER 14, 2023 - 6:30 P.M.

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

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

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

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

1. Dial the following phone number +1 (669) 444-9171 (US).
2. Dial in the following **Meeting ID: (814 0856 3641)** to be connected to the meeting.

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

- <https://us02web.zoom.us/j/81408563641?pwd=N0VKN3JZbmlUSW1nOTFXWWpyem1OQT09>

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.
- Via Teleconference (electronically / telephonically) – Zoom.
- E-Mail your comments to Pvazquez@StantonCA.gov with the subject line "PUBLIC COMMENT ITEM #" *(insert the item number relevant to your comment)*. Comments received no later than 5:00 p.m. before the scheduled meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

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

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

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

1. **CLOSED SESSION** None.

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

3. **PLEDGE OF ALLEGIANCE**

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

5. **SPECIAL PRESENTATIONS AND AWARDS**

Presentation by the City of Hope Orange County, sharing their mission with the City Council and providing information on their current operations.

6. **CONSENT CALENDAR**

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

6B. APPROVAL OF WARRANTS

City Council approve demand warrants dated October 5, 2023 – October 19, 2023, in the amount of \$1,680,415.34.

6C. APPROVAL OF MINUTES

City Council/Successor Agency/Housing Authority approve Minutes of Joint Special and Regular Meeting – October 24, 2023.

6D. SEPTEMBER 2023 INVESTMENT REPORT

The Investment Report as of September 30, 2023, 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 2023.

6E. SEPTEMBER 2023 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of September 30, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

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

6F. SEPTEMBER 2023 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended September 30, 2023, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, this report includes a status of the City's Capital Improvement Projects (CIP) as of September 30, 2023. The figures reported represent preliminary figures through September 30, 2023. The fiscal year end closing process is still in progress and the final figures are pending completion of the City's annual financial statement audit.

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 2023 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended September 30, 2023.

6G. PROFESSIONAL SERVICES AGREEMENT FOR SPLASH PAD MAINTENANCE

As the current contract is set to expire on November 30, 2023, City staff released a Request for Proposal (RFP) soliciting proposals to provide professional splash pad maintenance services at Stanton Central Park and Harry M. Dotson Park. Staff recommends awarding a contract to HASA, Inc. DBA Commercial Aquatic Services.

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 HASA, Inc. DBA Commercial Aquatic Services to provide professional splash pad maintenance and repair services for a maximum contract amount of \$10,000 annually, excluding CPI adjustments as provided for in the Professional Services Agreement; and
3. Authorize the City Manager to bind the City of Stanton and HASA Inc. DBA Commercial Aquatics Services in a contract to provide the services; and
4. Authorize the City Manager to approve a contingency in the amount of \$5,000 per year to HASA Inc. DBA Commercial Aquatics Services.

6H. FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST FOR PREPARATION OF RELOCATION PLAN AND IMPLEMENTATION OF PERMANENT AND TEMPORARY RELOCATION SERVICES FOR CITY PROPERTIES AT THE TINA/PACIFIC NEIGHBORHOOD

The City Council will consider approving the First Amendment to the Professional Services Agreement with Interwest for preparation of a relocation plan and implementation of permanent and temporary relocation services. The First Amendment increases the not-to-exceed compensation amount from \$40,000 to \$243,000. The original agreement's compensation amount was intended to solely cover costs related to emergency relocation services during a consultant staffing transition period, while the proposed amount covers all services related to the relocation of City properties at the Tina/Pacific neighborhood.

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. Waive the competitive procurement process since only one known supplier has been identified and allow for the sole source procurement of professional services; and
3. Authorize the City Manager to enter into a First Amendment to the Professional Services Agreement with Interwest for preparation of a relocation plan and implementation of permanent and temporary relocation services in a form approved by the City Attorney.

6I. CITY SPONSORSHIP REQUEST – YOUTH ASSISTANCE FOUNDATION, SANTA'S SIREN EVENT

Per the City Sponsorship Program, the Youth Assistance Foundation is requesting co-sponsorship of the Santa's Siren event held throughout the City. The sponsorship request is for in-kind consideration valued at \$499.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Determine the status of the Youth Assistance Foundation's sponsorship request for a total in-kind value of \$499.

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS None.

8. UNFINISHED BUSINESS None.

9. NEW BUSINESS

9A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING PROTECTIONS ON NEWLY PAVED STREETS

This Ordinance establishes protections on newly paved streets.

RECOMMENDED ACTION:

1. City Council find the proposed Ordinance not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15060(c)(2), 15061(b)(3), and 15378(b)(5); and
2. Conduct the first reading of Ordinance No. 1135 entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 12.08.450 TO AND AMENDING SECTIONS 12.08.010 AND 12.12.010 OF THE CITY'S MUNICIPAL CODE, REPEALING THE CITY'S ADMINISTRATIVE POLICY NO. VI-1-1, AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2), 15061(b)(3) AND 15378(b)(5)"; and

3. Set November 28, 2023 as the date for second reading of Ordinance No. 1135.

10. ORAL COMMUNICATIONS - PUBLIC

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

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

11. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

Currently Scheduled: None.

12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING CONDUCTING A REVIEW AND UPDATE OF THE CITY’S CURRENT CANNABIS ORDINANCE

At the October 24, 2023, City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss a review and update of the City’s current cannabis ordinance(s).

RECOMMENDED ACTION:

City Council provide direction to staff.

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

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

14A. ORANGE COUNTY FIRE AUTHORITY

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

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 9th day of November, 2023.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 6B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

October 5, 2023 - October 19, 2023

Electronic Transaction Nos.	2854-2878	\$	1,330,723.53
Check Nos.	137128-137175**	\$	349,691.81

TOTAL	\$	1,680,415.34
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**Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.**

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

/s/ Hannah Shin-Heydorn
City Manager

/s/ Michelle Bannigan
Finance Director

**** - Check numbers 137123 through 137127 were not issued. These checks were damaged during the check printing process.**

Accounts Payable

Checks by Date - Detail by Check Number

User: MBannigan
Printed: 10/25/2023 2:12 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2854	soc2734	SO CAL EDISON	10/06/2023	
	09/28/2023	Stanton District Light Sept		146.06
	10/02/23	Electric Service-Medians Sept		233.00
	10/02/23	Electric Service-Signals Sept		79.52
Total for Check Number 2854:				458.58
2855	abs16273	ABSOLUTE SECURITY INTERNATION	10/06/2023	
	2020108158	Security for Hall Rentals on 8/6, 8/13, 8/20, 8/27		1,293.90
Total for Check Number 2855:				1,293.90
2856	ath16520	ATHENS ADMINISTRATORS	10/06/2023	
	Request 007	Account Escrow Replenishment		1,455.33
Total for Check Number 2856:				1,455.33
2857	ben15755	BENEFIT COORDINATORS CORPORAT	10/06/2023	
	B0BCFC	October 2023 Delta Dental-Employee Share		255.68
	B0BCFC	October 2023 Delta Dental-City Share		1,870.62
Total for Check Number 2857:				2,126.30
2858	bes12575	BEST BEST & KRIEGER LLP	10/06/2023	
	975376	Code Enforcement Fees thru 08/31/2023		6,424.81
	975377	Code Enforcement Fees thru 08/31/2023		21,378.40
Total for Check Number 2858:				27,803.21
2859	met12565	METLIFE SBC	10/06/2023	
	Oct-23	October 23 Metlife Dental - Employee Share		30.76
	Oct-23	October 23 Metlife Dental - City Share		131.78
Total for Check Number 2859:				162.54
2860	oca2137	COUNTY OF ORANGE TREASURER- T	10/06/2023	
	SH 66546	Sheriff Contract Services October - 2023		695,502.82
	SH 66546	Sheriff Contract Services (Crime Prevention Spe		9,519.25
	SH 66546	Sheriff Contract Services (Office Specialist Fron		8,926.67
	SH 66546	.25% Early Payment Discount		-2,711.43
	SH 66546	Sheriff Contract Services October - 2023		370,625.00
Total for Check Number 2860:				1,081,862.31
2861	pub15477	PUBLIC AGENCY RISK SHARING AUT	10/06/2023	
	PPE 09/23/2025	PARS - PPE 09/23/2023		2,102.54
Total for Check Number 2861:				2,102.54
2862	vsp13387	VISION SERVICE PLAN - (CA)	10/06/2023	
	818838308	October 2023 Health Ins-Employee VSP		488.30

AP Checks by Date - Detail by Check Number (10/25/2023 2:12 PM)

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Art to Frames		107.97
		Big Lots		14.07
		Canva		12.99
		Carrot Top		829.62
		CEAOC	CEAOC meeting for October for Cesar & Elias	100.00
		Certifix Live	Aug-2023/Fingerprint Rolling Fees	50.00
		Chevron	OCSD Motor Officer/Motorcycle Gas	31.93
		Chevron	OCSD Motor Officer/Motorcycle Gas	33.34
		Chevron	OCSD Motor Officer/Motorcycle Gas	33.65
		Chevron	OCSD Motor Officer/Motorcycle Gas	33.04
		Classics Flower	Get Well Plant/Mayor	82.97
		CMRTA	CMRTA Conference/11/8-9/23/F.Ruiz/Berkeley	375.00
		Command Link	Internet Coverage for City/SEP-2023	3,230.83
		Constant Contac	Monthly Subscription	41.00
		Costco	Supplies/Homeless Outreach Svcs/Snacks	74.84
		Costco	Supplies/Homeless Outreach Svcs/Clothes Bin/ (64.09
		Costco	CPR/AED/First Aid Training Snacks	60.04
		Costco	Summer Luncheon Supplies/Dessert	49.96
		Costco	Lysol wipes for SCP	30.15
		CPRS	CPRS Annual Membership	55.00
		CSUF	Senior Excursion-Parking	12.00
		CSUF	Senior Excursion-Parking	12.00
		CVS	1x\$25 gift card for YAC Conference (CEAC)	25.00
		Digital Space	SEP-2023/Domain Hosting Service	22.00
		Dollar Tree	16 Helium balloons for Art Exhibit	25.86
		Dollar Tree	Summer Luncheon Supplies/Raffle	10.78
		Exxon Mobil	OCSD Motor Officer/Motorcycle Gas	40.91
		FEDEX	postage for planning dept	2.29
		First Choice Co	Coffee for yard	226.45
		Five Below	Raffle prizes for Teen Night Out	41.58
		Food 4 Less	EA- Food Gift Card for Moreno	500.00
		Food 4 Less	EA- Gas Gift Card for Byndloss	50.00
		Food 4 Less	Chips and drinks for Teen Night Out Dinner	21.38
		Gallup	Training: Strength's Test	19.99
		Google LLC Apps	Work Order Program Usage Fee 9/5/23-10/5/23	450.00
		Greyhound Lines	Relocation Assistance/Transportation	301.70
		Harvest Fresh	Pastries for Art Exhibit	23.82
		Home Depot	Supplies for city facilities repairs	26.56
		Home Depot	supplies for repairs at FRC	91.25
		Home Depot	Supplies for City repairs	87.36
		Home Depot	Water Filter for Fridge/Stanton Substation/OCSE	102.73
		Home Depot	Misc. Supplies	5.96
		Home Depot	(5) BBQ Spray Bottles for BBQ Grills	43.39
		Home Depot	supplies for city repairs	71.61
		Home Depot	paint supplies	89.77
		Home Depot	Supplies for City Facilities Repairs	64.42
		Home Depot	supplies for city facilities repairs	112.23
		Home Depot	Supplies/Public Safety	33.10
		In-n-Out	OCSD Special Assignments/Meals	253.66
		Irrawaddy Taste	City Council Closed Session Expense	132.67
		JCPenny Portrai	Council Member Official Portrait D.Torres	103.29
		Katella Fuel	OCSD Motor Officer/Motorcycle Gas	31.16
		League of Citie	Refund/LOCC Annnual Conf Sep-2023/Reg Cac	-650.00
		Legend Hot Chic	City Council Closed Session Expense	92.38
		Love Our Cities	Love Our Cities annual payment	750.00
		Love Our Cities	Love Our Cities annual payment refund	-750.00
		Mesa Energy Sys	Repairs to City Hall HVAC	3,594.70
		Michaels	Craft Supplies for Kids Night Out	3.28
		Mile Square Gol	OC Chapter Meeting (reinbursed by CSMFO)	3,900.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Motel 6	Emergency Hotel Assistance (5 Nights)		493.18
	Optimus GPS Tra	Optimus GPS Tracking Subscription 9/20/23-10/		19.95
	Panera Bread	Lunches for Senior Excursion		218.83
	Pizza DAmore	Pizza + tip for Teen Night Out Dinner		36.16
	R.V. Nurseries	Plants for Martha Weishaupt Park		193.95
	R.V. Nurseries	Plants for Martha Weishaupt Park		897.56
	R.V. Nurseries	Plants for Martha Weishaupt Park		334.02
	Redkap	Credit for Return		-255.51
	Resource Buildi	Supplies/Code Enf.		48.34
	Sams Auto Glass	Replace right side door glass on Ford F250		220.00
	Sams Club	Credit Refund/Sam's membership/OCSD		-118.53
	Shutterfly.com	Council Member Official Portrait - Prints: D.Tor		33.27
	Smart and Final	Senior Center volunteer supplies		13.19
	Smart and Final	Senior Excursion/Birthday celebration- Drinks		37.57
	Smart and Final	OCSD Special Assignment/Water/Beverages		56.12
	Spotify	Monthly Subscription for Spotify - September		10.99
	SQ Lincoln Grap	Shirts for public works crew-Deposit		1,266.75
	Staples	Office Supplies		479.25
	Staples	Office Supplies		26.31
	Staples	Refund/Office Supplies/HOC		-21.54
	Staples	New Coordinator Office Supplies, Chair Mats		529.65
	Station 76	Propane for BBQ		13.54
	Subway	CPR/AED/First Aid Training Lunch		8.08
	Subway	CPR/AED/First Aid Training Lunch		195.27
	Target	Summer Luncheon Supplies/Gift Cards		50.00
	Temu	Decoration and Craft Supplies for Kids Night Ou		37.62
	Trader Joes	EA- Food Gift Card for Viana		150.00
	Ulline	Trash Liners and Doggie Bags		1,299.27
	Walgreens	5x\$15 gift cards for Art Exhibit prizes		75.00
	Walmart	Direct Service- Work clothes for client		100.00
Total for Check Number 2867:				26,118.13
2868	hop16467 2023-0021	HOPE CENTER OF ORANGE COUNTY North Orange County Regional Outreach & Eng;	10/13/2023	47,506.08
Total for Check Number 2868:				47,506.08
2869	mis16496 PPE 10/07/2023	MISSIONSQUARE PPE 10/07/2023- #302393	10/13/2023	2,165.00
Total for Check Number 2869:				2,165.00
2870	cal15478 10/9/2023	CALIFORNIA JOINT POWERS INSURA Excess Liability Account Funding	10/13/2023	6,565.46
Total for Check Number 2870:				6,565.46
2871	int1569 10/12/2023 10/12/2023 10/12/2023	INTERNAL REVENUE SERVICE (ME) Medicare - City Share (MC) Medicare - Employee Share (FD) Federal Tax Withholding	10/13/2023	2,843.70 2,724.05 21,050.79
Total for Check Number 2871:				26,618.54
2872	edd1067 10/12/2023 10/12/2023	EDD State Tax Withholding State Unemployment	10/13/2023	7,994.63 89.69
Total for Check Number 2872:				8,084.32

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2873	cas680	CA ST PERS 103	10/16/2023	
	PPE 10/07/2023	PERS - Survivor (Employee) T1		7.44
	PPE 10/07/2023	PER Employee Classic T2		3,983.06
	PPE 10/07/2023	PER Employee New T3		5,717.53
	PPE 10/07/2023	PERS - Survivor Classic T2		8.37
	PPE 10/07/2023	PERS - Survivor New T3		25.11
	PPE 10/07/2023	PERS - City's Share- Classic T2		5,747.01
	PPE 10/07/2023	PERS - City's Share- New T3		5,665.93
	PPE 10/07/2023	PER - Employee Buy Back		49.69
	PPE 10/07/2023	PERS - City's Share T1		3,298.09
	PPE 10/07/2023	PERS - Employee's Share T1		1,851.37
Total for Check Number 2873:				26,353.60
2874	jen14424	ANA JENSEN	10/16/2023	
	PPE 10/07/23	Wage Garnishment PPE 10/07/23		400.00
Total for Check Number 2874:				400.00
2875	pub15477	PUBLIC AGENCY RISK SHARING AUT	10/16/2023	
	PPE 10/07/2023	PARS - PPE 10/07/2023		1,684.92
Total for Check Number 2875:				1,684.92
2876	rec16138	RECTRAC REFUNDS	10/16/2023	
	57012412	57012412/SCP Picnic Shelter/10/7/23/Chris Sea		300.00
	57077538	57077538/SCP Picnic Shelter/9/30/23/Agustin R		450.00
	57211558	57211558/SCP Picnic Shelter/10/8/23/Karen Ha		100.00
	57237719	57237719/SCP Multi Purpose Room/10/7/23/Ma		200.00
	57777854	57777854/SCP Multi Purpose Room/9/30/23/Ka		200.00
	58318142	58318142/SCP Picnic Shelter/10/8/23/Hung Ng		100.00
	59135577	59135577/SCP Picnic Shelter/10/8/23/Edson He		150.00
	60228765	60228765/SCP Picnic Shelter/10/7/23/Cristina D		150.00
	60536850	60536850/SCP Multi Purpose Room/10/8/23/Jen		300.00
	60683164	60683164/SCP Multi Purpose Room/10/6/23/Eri		300.00
Total for Check Number 2876:				2,250.00
2877	rec16138	RECTRAC REFUNDS	10/16/2023	
	58842652	58842652/Event Insurance/12/10/23/Marcus Ng		85.00
	58842652	58842652/Indoor Rentals/12/10/23/Marcus Ng		160.00
	58842652	58842652/SCP Multi Purpose Room/12/10/23/M		300.00
	58842652	58842652/Cancellation Fee/12/10/23/Marcus Ng		-35.00
Total for Check Number 2877:				510.00
2878	REC16138	RECTRAC REFUNDS	10/18/2023	
	54538601	Deposit Refund #54538601 for 10/14/23// Jessic		300.00
	57566662	Deposit Refund #57566662 & #58269511 for 10		300.00
	60155679	Deposit Refund #60155679 for 10/15/23// Claire		150.00
	60493011	Deposit Refund #60493011 for 10/15/23// Habib		100.00
	60545525	Deposit Refund #60545525 for 10/15/23// Jeanni		300.00
Total for Check Number 2878:				1,150.00
137128	A2Z16590	A2Z CONSTRUCT INC	10/19/2023	
	4	Family Resource Center Renovation		98,094.91
	4	Family Resource Center Renovation-Contingenc		10,456.85
	Retention 4	Retention 5%		-5,427.59
Total for Check Number 137128:				103,124.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
137129	all228 88052	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services-9/17/23-9/30/23	10/19/2023	2,527.20
Total for Check Number 137129:				2,527.20
137130	ALT16658 IS676605	ALTA LANGUAGE SERVICES, INC Bilingual Language Certification Tests (x1)	10/19/2023	55.00
Total for Check Number 137130:				55.00
137131	AME15118 540889	AMERICAN RENTALS, INC Rental of Skiploader	10/19/2023	3,627.50
Total for Check Number 137131:				3,627.50
137132	att377 10/10/2023 10/10/2023 10/16/2023	AT&T Cerritos/Knott- Sept Cerritos/Magnolia- Sept Corporate Yard - Oct	10/19/2023	0.17 50.77 1,240.23
Total for Check Number 137132:				1,291.17
137133	aut12223 4072969080	AUTOZONE INC. Parts for fleet repair	10/19/2023	46.01
Total for Check Number 137133:				46.01
137134	BOY13501 2086A 2086A	BOYS & GIRLS CLUBS OF GARDEN GI Less Expenses paid by the City Contractual Services (FaCT) Boys & Girls Club	10/19/2023	-63.85 3,444.87
Total for Check Number 137134:				3,381.02
137135	CAL16767 10/11/23	CALIFORNIA GEOLOGICAL SURVEY Parks Projects/Norm Ross Sports Park/Services	10/19/2023	4,800.00
Total for Check Number 137135:				4,800.00
137136	WES11851 31	CITY OF WESTMINSTER Animal Control Agmt 1st Qtr (Nov-2023, Dec-23)	10/19/2023	53,603.84
Total for Check Number 137136:				53,603.84
137137	FIR1181 82179289 82188101	CORELOGIC SOLUTIONS, LLC JUN-2023/ Geographic Package - Realquest SEP-2023/ Geographic Package - Realquest	10/19/2023	315.00 315.00
Total for Check Number 137137:				630.00
137138	DIV13216 QY23 Q3	DIVISION OF THE STATE ARCHITECT AB1379: Amount due to State Architect - 10%	10/19/2023	52.00
Total for Check Number 137138:				52.00
137139	DSA16766 10/11/23	DSA SAN DIEGO Parks Projects/Norm Ross Sports Park/Services	10/19/2023	59,901.35
Total for Check Number 137139:				59,901.35
137140	FRI13695 FY2324-02FC	FRIENDLY CENTER, INC Contractual Services (FaCT) Friendly Center	10/19/2023	8,162.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 137140:				8,162.78
137141	GOL16311	GOLDENWEST LAWNMOWERS	10/19/2023	
	110253	Supplies to trim trees in public right of way		14.68
	264622	Supplies for weeds in public right of way		114.72
	265178	Supplies to weeds in public right of way		222.85
	265931	Chainsaw to clean up the public right of way		512.20
Total for Check Number 137141:				864.45
137142	HAR1416	HARTZOG & CRABILL INC	10/19/2023	
	23-0933	On-Call Traffic Signal Services Ops. for Sept		1,295.56
Total for Check Number 137142:				1,295.56
137143	HDL13965	HDL SOFTWARE, LLC	10/19/2023	
	SIN03214	Payment Services/ July 2023		95.05
Total for Check Number 137143:				95.05
137144	HIL1466	HILL'S BROS LOCK & SAFE INC	10/19/2023	
	84653	Change code on safe		189.00
	84748	Re-Key emergency back doors		250.99
	84760	New locks for various facilities		134.85
Total for Check Number 137144:				574.84
137145	HUB16655	HUB COLLECTIVE LTD.	10/19/2023	
	232669.5	Brand Strategy - Phase II and III - Sept. 2023		5,000.00
Total for Check Number 137145:				5,000.00
137146	INT1579	INTERVAL HOUSE	10/19/2023	
	FY2324-02STN	Contractual Services (FaCT) Interval House		1,506.75
Total for Check Number 137146:				1,506.75
137147	LIF16289	LIFE CHRISTIAN CHURCH OF ORANG	10/19/2023	
	56006999	Deposit Refund for 10/8/23// Life Christian Chu		400.00
	57573999	Deposit Refund for #57573999 for 10/1 // Life C		400.00
	59595854	Deposit Refund - Life Christian Church		400.00
	59859241	Deposit Refund for #59859241 for 9/26 // Life C		300.00
	61074678	Deposit Refund for 10/3/23// Life Christian Chu		300.00
	61074678	Deposit Refund for 10/10/23// Life Christian Chu		300.00
Total for Check Number 137147:				2,100.00
137148	LIF16765	LIFE ILLUMINATED LLC	10/19/2023	
	9933	C&D Deposit Refund for Permit #9933// Life III		10,000.00
Total for Check Number 137148:				10,000.00
137149	mac16768	MARIA MACEDO	10/19/2023	
	59964468	Deposit Refund - Maria Macedo		100.00
Total for Check Number 137149:				100.00
137150	MAR16764	CRUZ MARTINEZ	10/19/2023	
	2021-549	C&D Deposit Refund for Permit #2021-549// Cr		1,500.00
Total for Check Number 137150:				1,500.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
137151	mjj16654 1400	MJ JURADO, INC. Remove and Replace flag pole footing and instal	10/19/2023	4,800.00
Total for Check Number 137151:				4,800.00
137152	MSW16146 721	MSW CONSULTANTS, INC Consulting Services for SB 1383 compliance - S	10/19/2023	7,416.25
Total for Check Number 137152:				7,416.25
137153	NAT2050 33540	NATIONWIDE ENVIRONMENTAL SVC Sweeper Services for Oct 2023	10/19/2023	12,052.31
Total for Check Number 137153:				12,052.31
137154	NGU16764 2022-144P	DANH NGUYEN C&D Deposit Refund for Permit #2022-144P// L	10/19/2023	6,000.00
Total for Check Number 137154:				6,000.00
137155	psi11874 41717	PSI Repairs to graffiti truck hose	10/19/2023	92.32
Total for Check Number 137155:				92.32
137156	MAI13147 Q1004181	QUADIENT LEASING USA, INC Postage Meter Lease 08/03/23-11/02/23	10/19/2023	791.70
Total for Check Number 137156:				791.70
137157	RES2489 3676092 3676146	RESOURCE BUILDING MATERIALS Asphalt for pothole repair Asphalt for pothole repair	10/19/2023	133.22 266.44
Total for Check Number 137157:				399.66
137158	SCS13184 241848	S.C. SIGNS & SUPPLIES LLC Sign parts for street signs	10/19/2023	509.12
Total for Check Number 137158:				509.12
137159	SDI16290 13697	SDI PRESENCE LLC IT Support/ Mgmt Svcs/ AUG-2023	10/19/2023	3,241.00
Total for Check Number 137159:				3,241.00
137160	STA12282 6003114052 6003412840 6003412840 6003412840 6003480113 6003626372 6003626372 6003626372	SECURITAS TECHNOLOGY CORPORA Service Call to City Yard - replace smoke detect Maintenance/ monitoring Fire System & Security Maintenance/ monitoring Fire System - City Yar System for Civic Center - City Hall - July-Sept Service Call to City Hall - battery replacement Maintenance/ monitoring Fire System & Security System for Civic Center - City Hall - Oct-Dec Maintenance/ monitoring Fire System - City Yar	10/19/2023	421.73 1,184.01 596.49 446.31 519.38 1,189.85 446.31 596.49
Total for Check Number 137160:				5,400.57
137161	SOC12606 654834	SO CAL INDUSTRIES Fence rental for 8910-8920 Pacific - Oct	10/19/2023	311.94
Total for Check Number 137161:				311.94

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
137162	WAT13601	SOUTHLAND AUTOMOTIVE WORKS	10/19/2023	
	30595	Wheel alignment on 2022 Ford F250		150.00
	30606	Replace 4 tires on 2022 Ford F250		710.75
	30684	Repair flat on 1995 GMC truck		25.00
Total for Check Number 137162:				885.75
137163	SPA15432	SPARKLETTS	10/19/2023	
	4096775 100623	Breakroom Water Delivery Svc 9-13-23 & 9-21-		192.74
Total for Check Number 137163:				192.74
137164	STA2817	STAPLES BUSINESS CREDIT	10/19/2023	
	1651306037	Office Supplies/ Code Enf		35.58
	1651306037	Office Supplies/ Parks & Rec		117.80
	1651306037	Supplies/ Building Maintenance		1,894.49
	1651306037	REFUND/ Office Supplies/ Parks & Rec		-102.16
	1651306037	Office Supplies/ PW Admin		108.41
Total for Check Number 137164:				2,054.12
137165	TOM13338	TOM BYER ROOFING	10/19/2023	
	2023-397	C&D Deposit Refund for Permit #2023-397// To		1,290.00
Total for Check Number 137165:				1,290.00
137166	TOW14437	TOWNSEND PUBLIC AFFAIRS, INC	10/19/2023	
	20568	OCT-2023/ Legislative Advocacy & Grant Writi		4,000.00
Total for Check Number 137166:				4,000.00
137167	TRU13167	TRULY NOLEN OF AMERICA INC	10/19/2023	
	650208006	Monthly pest spraying for Oct		184.00
Total for Check Number 137167:				184.00
137168	TUR2970	TURBO DATA SYSTEMS INC	10/19/2023	
	41202	SEP-23/ Parking Citation Processing		1,986.83
	41203	SEP-23/ Admin Citation Processing		161.70
	41347	(5,000) Handheld Ticketwriter Envelopes		706.88
Total for Check Number 137168:				2,855.41
137169	UND2984	UNDERGROUND SERVICE ALERT	10/19/2023	
	920230719	DigAlert monthly services - Sept		42.63
	920230719	DigAlert monthly services - Sept		42.62
Total for Check Number 137169:				85.25
137170	CMR14741	UNITED STATES POSTAL SERVICE	10/19/2023	
	9/7/2023	Prepaid postage replenish/ meter #08046327		4,000.00
Total for Check Number 137170:				4,000.00
137171	VAN13002	VAN RY MAINTENANCE	10/19/2023	
	9782	Floor service Civic Center - Sept. 2023		450.00
Total for Check Number 137171:				450.00
137172	VEN13764	VENCO WESTERN INC	10/19/2023	
	0156957-IN	Park landscape maintenance - Oct		8,987.30
	0156957-IN	Median landscape maintenance - Oct		6,301.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0156957-IN	Street landscape maintenance - Oct		1,406.25
	0156957-IN	Building landscape maintenance - Oct		1,446.90
	0156957-IN	Streets, Medians, Parkways maintenance - Oct		1,406.25
	0156957-IN	City Owned Properties - Oct		5,314.60
				<hr/>
Total for Check Number 137172:				24,863.00
137173	VIS3077	VISTA PAINT CORP	10/19/2023	
	2023-184038-00	Graffiti removal supplies		83.17
	2023-184494-00	Graffiti removal supplies		104.04
	2023-184849-00	Graffiti removal supplies		52.74
	2023-192880-00	Parking Structure Paint		204.75
	2023-195190-00	Graffiti supplies - block and paint		2,257.54
	2023-195404-00	Graffiti supplies - paint		125.56
	2023-195637-00	Graffiti supplies		41.74
	2023-195684-00	Graffiti supplies		68.86
	2023-196297-00	Graffiti supplies		3.28
	2023-196981-00	Graffiti supplies		64.10
	2023-197940-00	Graffiti supplies - gloves		56.20
				<hr/>
Total for Check Number 137173:				3,061.98
137174	wag13143	WAGEWORKS, INC	10/19/2023	
	INV5681964	SEP2023/Compliance Fee		50.00
	INV5681964	SEP2023/Administration Fee		66.00
				<hr/>
Total for Check Number 137174:				116.00
137175	WIN15596	BARBARA WINER	10/19/2023	
	54560538	Deposit Refund for 10/7/23 // Barabara Winer		400.00
				<hr/>
Total for Check Number 137175:				400.00
				<hr/>
Report Total (73 checks):				<hr/> <hr/> 1,680,415.34 <hr/> <hr/>

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON OCTOBER 24, 2023

SPECIAL CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING
(5:30 PM)

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

1. CALL TO ORDER / CLOSED SESSION

The City Council / Successor Agency / Housing Authority meeting was called to order at 5:30 p.m. by Mayor / Chairman Shawver.

2. ROLL CALL

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

Absent: Council/Agency/Authority Member Torres.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the City Council / Successor Agency / Housing Authority of the City of Stanton proceeded to closed session at 5:31 p.m. for discussion regarding:

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

Number of Potential Cases: 2

Council Member Torres arrived at 6:07 PM

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

The City Council / Successor Agency / Housing Authority reconvened in open session at 6:35 p.m.

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6. ROLL CALL

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

Absent: None.

Excused: None.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 5:31 to 6:30 p.m.

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

7. PLEDGE OF ALLEGIANCE

Led by Mr. Rick Muth, ORCO Block.

8. SPECIAL PRESENTATIONS AND AWARDS

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

B. Presentation by Mr. James M. O'Malley, JMO Land Use Planning & Consulting for ORCO Block, Mr. Rick Muth, owner, ORCO Block, and Ms. Stephanie Muth, owner, ORCO Block, sharing their mission with the City Council and providing information on their current operations.

9. CONSENT CALENDAR

Motion/Second: Taylor/Van

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

Motion unanimously carried:

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CONSENT CALENDAR

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated September 22, 2023 – October 5, 2023, in the amount of \$240,950.45.

9C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Special & Joint Regular Meeting – October 10, 2023.

9D. RESOLUTION APPROVING THE ANNUAL MEASURE M2 EXPENDITURE REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2023

Orange County Local Transportation Authority (OCTA) Ordinance No. 3 (“Ordinance”) requires that the City adopt a resolution approving an Annual Measure M2 Expenditure Report. This report accounts for the City’s share of Measure M2 revenues, developer/traffic impact fees, and the funds that were expended to satisfy the City’s Maintenance of Effort requirements (MOE). The Annual Measure M Expenditure Report for the fiscal year ended June 30, 2023, has been included as Exhibit A to the Resolution (Attachment A).

1. The City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and,
2. Adopted Resolution No. 2023-27 approving the Annual Measure M2 Expenditure Report for the Fiscal Year Ended June 30, 2023, entitled:

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“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON CONCERNING THE MEASURE M2 EXPENDITURE REPORT FOR THE CITY OF STANTON FOR THE FISCAL YEAR ENDED JUNE 30, 2023”; and

3. Directed staff to submit the report to the Orange County Transportation Authority (OCTA).

9E. ACCEPTANCE OF THE FAMILY RESOURCE CENTER RENOVATION PROJECT (PHASE I) BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The Family Resource Center Renovation Project (Phase I) consisting of new exterior and interior lighting, new air conditioning units, wall and monument signage, painting of the interior, new flooring, construction of a concrete walkway, new blinds, window tint, and ceiling tiles, new quartz countertop at the reception area, and re-laminating of existing kitchen cabinet faces and doors is now complete. The final construction cost for the project was \$694,856.85. The City Engineer certifies that the work was completed as of October 15, 2023 and recommends that the City Council accept the completed work performed on this project.

1. The City Council declared that this project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301(a) as repair, maintenance, and minor alteration of an existing public facility; and
2. Approved the final construction contract amount of \$694,856.85 with A2Z Construct, Inc.; and
3. Directed the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion with the County Clerk-Recorder of the County of Orange; and
4. Directed City staff, after thirty-five (35) days has elapsed from the filing of the “Notice of Completion” with the County Clerk-Recorder, to make the retention payment to A2Z Construct, Inc. in the amount of \$34,742.84.

9F. AUTHORIZATION TO ISSUE EMERGENCY PERMANENT RELOCATION BENEFITS

The City Council will consider authorizing the City Manager to issue emergency permanent relocation benefits to eligible occupants of City-owned properties.

1. The City Council declared that this item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and 15060(c)(3); and

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2. Authorized the City Manager to issue emergency permanent relocation benefits to eligible occupants of City-owned properties, utilizing available Housing Authority General Funds, calculated per either the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), or the California Code of State Regulations Title 25, Division 1, Chapter 6 (Title 25), depending upon an occupant's eligibility for a specific program.

END OF CONSENT CALENDAR

- | | |
|---|-------|
| 10. PUBLIC HEARINGS | None. |
| 11. UNFINISHED BUSINESS | None. |
| 12. NEW BUSINESS | None. |
| 13. ORAL COMMUNICATIONS – PUBLIC | None. |
| 14. WRITTEN COMMUNICATIONS | None. |
- 15. MAYOR/CHAIRMAN/COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS**
- 15A. COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS**
- Council Member Warren reported on her attendance at the Orange County Fire Authority's 2023 annual open house event, which was held on October 14, 2023.
 - Mayor Pro Tem Van reported on the success of the Autumn Open Garden Day event, which was held on October 14, 2023, at the Stanton Community Garden.
 - Council Member Taylor reported on a confirmed case of dengue, which was identified earlier this month in Pasadena and advised residents to research measures to prevent further spread of the virus that causes dengue.
 - Mayor Shawver reported on his attendance at OC Waste & Recycling and United Way 2023 Lunch at the Landfill event, which was held on October 5, 2023.
- 15B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING**
- Council Member Taylor requested to agendaize discussion regarding homelessness, crime, and reviewing resident safety concerns, along with a request to discuss the possibility of working on an evening tour of the city with the City Council, City Manager, and Stanton Chief of Police.

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- Mayor Shawver requested to agendaize discussion regarding the review and update of the City's current cannabis ordinance(s).

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

None.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

Captain Charles L. Walters provided the City Council with an update on their current operations.

Ms. Zenia Bobadilla, Community Services Director reported on the city's upcoming Halloween Festival event, which is scheduled to be held on Saturday, October 28, 2023, at Stanton Central Park.

- 18. ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 7:23 p.m.

DAVID J. SHAWVER, MAYOR

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 14, 2023

SUBJECT: SEPTEMBER 2023 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of September 30, 2023, 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 2023.

BACKGROUND:

Changes in the City's cash and investment balances during 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)	\$ 64,131,562.51	\$ (1,224,951.08)	\$ 62,906,611.43
Cash (Non-Pooled)	4,324,322.84	(180,618.62)	4,143,704.22
Total Cash and Investments	<u>\$ 68,455,885.35</u>	<u>\$ (1,405,569.70)</u>	<u>\$ 67,050,315.65</u>

Between August 31, 2023, and September 30, 2023, the City's total cash and investments decreased by \$1.4 million, primarily due to the quarterly payment to the Orange County Fire Authority for fire protection services.

The City's cash and investment balances by fund type are presented in Attachment A. A summary of the City's investment portfolio is included as Attachment B. The detail of the City's investments by type that are managed by City staff are shown in Attachment C. The detail of investments by type that are managed by Chandler Asset Management, LLC

(“Chandler”), of which we determined provide a net advantage to the City, are shown in Attachment D.

ANALYSIS:

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

As of September 30, 2023, the market value of the City’s total investment portfolio was \$50.6 million, of which \$34.8 million (58%) was managed by City staff and \$25.3 million (42%) was managed by Chandler (Attachment B). Detailed information regarding the securities contained in the City’s investment portfolio is provided in Attachments C and D. As of September 30, 2023, City investments consisted of the following:

	Market Value as of September 30, 2023	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 31,417,156.52	52.31%	100.00%	Yes
U.S. Treasury Notes	9,243,430.10	15.39%	100.00%	Yes
Corporate Notes	6,663,241.79	11.09%	30.00%	Yes
Federal Agency Securities	4,044,659.45	6.73%	100.00%	Yes
Negotiable Certificates of Deposit	2,917,778.59	4.86%	30.00%	Yes
Asset Backed Securities	1,988,649.07	3.31%	20.00%	Yes
Collateralized Mortgage Obligations	2,556,538.22	4.26%	20.00%	Yes
Municipal Bonds	444,352.00	0.74%	100.00%	Yes
Supranational	440,452.30	0.73%	30.00%	Yes
Money Market Funds	340,498.07	0.57%	20.00%	Yes
Total Investments	<u>\$ 60,056,756.11</u>	<u>100.00%</u>		

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

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2023/24 Investment Policy. The portfolio will allow the City to meet its expenditure requirements for the next six months. Staff remains confident that the investment portfolio is currently positioned to remain secure and sufficiently liquid.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

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

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

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED SEPTEMBER 30, 2023**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 34,543,578.82	\$ 3,807,491.14	\$ (5,492,396.85)	\$ 32,858,673.11
102-111101	General Fund (Transactions & Use Tax)	127,005.42	558,125.44	(749,202.82)	(64,071.96)
210-111101	Certified Access Specialists (CASP) Program Fund	61,129.96	444.60	-	61,574.56
211-111101	Gas Tax Fund	1,982,978.55	18,216.13	(59,332.28)	1,941,862.40
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	1,014,447.35	91,789.84	-	1,106,237.19
220-111101	Measure M Fund	1,042,202.42	129,071.68	(609.05)	1,170,665.05
222-111101	Community Development Block Grant Fund	(135,112.41)	350,000.00	-	214,887.59
223-111101	Protective Services Fund	(2,057.84)	2,057.84	-	-
224-111101	Lighting Maintenance 1919 Act Fund	1,277,118.12	15,089.82	-	1,292,207.94
225-111101	Lighting/Median Maintenance 1972 Act Fund	867,133.99	15,510.55	(57,873.89)	824,770.65
226-111101	Air Quality Improvement Fund	242,042.58	2,245.84	(78.12)	244,210.30
227-111101	Other Grants Fund	79,687.81	1,965.09	(0.34)	81,652.56
242-111101	Supplemental Law Enforcement Grant Fund	265,684.95	105,526.23	(13,333.33)	357,877.85
245-111101	Justice Assistance Grant (JAG) Grant Fund	(32,363.96)	127,692.40	(95,328.44)	-
250-111101	Families and Communities Together (FaCT) Grant Fund	(34,124.80)	31,026.83	(31,602.29)	(34,700.26)
251-111101	Senior Transportation Fund	75,856.12	8,615.21	(197.92)	84,273.41
261-111101	Street Impact Fees Fund	229,310.52	4,766.66	-	234,077.18
262-111101	Traffic Signal Impact Fee	28,163.55	845.86	-	29,009.41
263-111101	Community Center Impact Fees Fund	265,590.68	3,581.63	-	269,172.31
264-111101	Police Services Impact Fees Fund	240,113.04	3,239.13	-	243,352.17
271-111101	Public Safety Task Force Fund (City Funds)	83,000.27	-	(1,243.76)	81,756.51
280-111101	Stanton Central Park Maintenance Fund	2,788.21	5,397.92	(16,185.88)	(7,999.75)
285-various	Stanton Housing Authority Fund	9,948,509.61	44,082.72	(119,529.76)	9,873,062.57
305-111101	Capital Projects Fund	183,252.17	56,063.36	(157,317.16)	81,998.37
310-111101	Park and Recreation Facilities Fund	3,964,370.94	90,576.75	(693.19)	4,054,254.50
501-111101	Sewer Maintenance Fund	6,609,132.75	87,035.81	(66,881.42)	6,629,287.14
502-111101	Sewer Capital Improvement Fund	3,003.97	28.39	-	3,032.36
602-111101	Workers' Compensation Fund	779,729.65	13,495.34	(159.70)	793,065.29
603-111101	Liability Risk Management Fund	12,170.62	166.25	-	12,336.87
604-111101	Employee Benefits Fund	(103,022.62)	113,626.24	(45,602.80)	(34,999.18)
605-111101	Fleet Maintenance Fund	519,170.55	19,589.02	(20,515.30)	518,244.27
801-111101	Expendable Deposits Fund	(8,928.48)	1,000.00	(5,230.50)	(13,158.98)
Total Pooled Cash and Investments⁽¹⁾		\$ 64,131,562.51	\$ 5,708,363.72	\$ (6,933,314.80)	\$ 62,906,611.43
Less: Investments⁽¹⁾		\$ (58,629,301.49)	\$ (2,077,943.62)	\$ 650,489.00	\$ (60,056,756.11)
Cash - BMO Bank General Checking Account		\$ 5,502,261.02	\$ 3,630,420.10	\$ (6,282,825.80)	\$ 2,849,855.32

**CITY OF STANTON
CASH AND INVESTMENTS REPORT
MONTH ENDED SEPTEMBER 30, 2023**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
xxx-111103	Payroll Account	\$ -	\$ 282,207.23	\$ (282,207.23)	\$ -
101-111109	Flexible Spending/AFLAC	5,835.44	-	(1,133.91)	4,701.53
101-111505	Petty Cash	600.00	-	-	600.00
285-111403	Cash with Property Management Company (QMG)	51,748.87	41,627.78	(77,825.61)	15,551.04
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	4,266,138.53	-	(143,286.88)	4,122,851.65
	Total Cash-Non-Pooled	\$ 4,324,322.84	\$ 323,835.01	\$ (504,453.63)	\$ 4,143,704.22
<u>INVESTMENTS</u>					
	POOLED ALL FUNDS	\$ 58,629,301.49	\$ 2,077,943.62	\$ (650,489.00)	\$ 60,056,756.11
	Total Investments ⁽³⁾	\$ 58,629,301.49	\$ 2,077,943.62	\$ (650,489.00)	\$ 60,056,756.11
	TOTAL CASH AND INVESTMENTS	\$ 68,455,885.35	\$ 6,032,198.73	\$ (7,437,768.43)	\$ 67,050,315.65

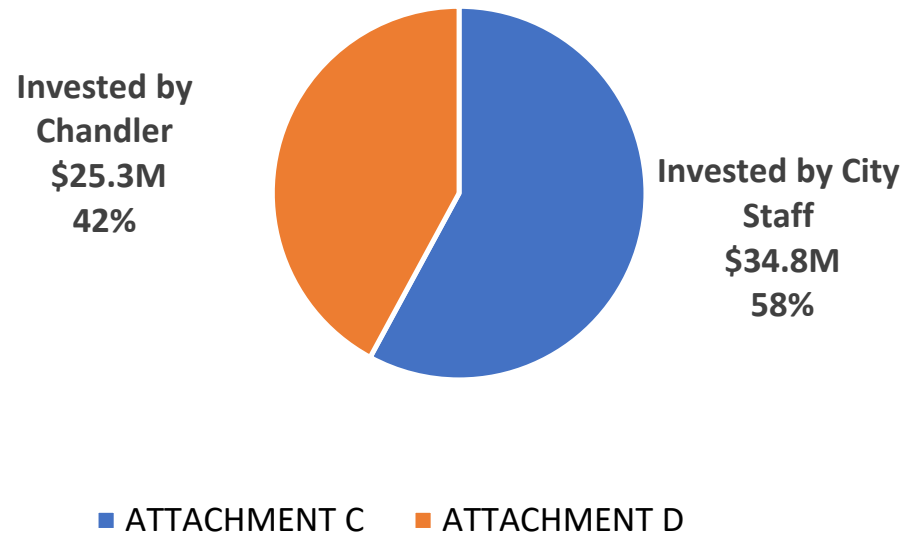
Notes:

⁽¹⁾ - Pooled cash includes: City's general checking and safekeeping accounts with BMO Harris Bank, the City's Local Agency Investment Fund (LAIF) account, the Housing Authority's LAIF account, and the City's investment portfolio account with Chandler Asset Management.

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

⁽³⁾ - Additional information regarding the City's investments are included in Attachments B through D.

**Portfolio Summary
as of September 30, 2023
TOTAL = \$60.6M**



ATTACHMENT C

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

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 9/30/2023

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit											
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	246,962.50	3/25/2024	177	99.32	0.71
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	244,455.75	5/23/2024	236	126.55	0.71
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	244,508.04	5/17/2024	230	230.58	0.71
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	242,381.58	7/22/2024	296	122.79	0.71
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	240,972.24	8/23/2024	328	93.12	0.71
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	242,140.26	4/25/2024	208	2,821.92	0.70
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	244,963.71	4/26/2024	209	70.95	0.71
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,175.58	243,514.53	6/28/2024	272	31.38	0.71
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	243,940.98	2/7/2024	130	1,128.23	0.70
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	243,940.98	2/7/2024	130	1,128.23	0.70
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	239,157.75	8/23/2024	328	514.30	0.70
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	240,840.27	8/28/2024	333	26.61	0.71
Sub Total / Average Certificate Of Deposit			2.495	2,978,000.00	2,979,170.30	2,978,175.58	2,917,778.59		240	6,393.98	8.47
Local Government Investment Pool											
LAIF City LGIP	LAIFCITY0895	2/29/2020	3.534	22,286,656.95	22,286,656.95	22,286,656.95	22,075,750.04	N/A	1		63.40
LAIF Housing Authority LGIP	LAIFHA0004	2/29/2020	3.534	9,430,652.24	9,430,652.24	9,430,652.24	9,341,406.48	N/A	1		26.83
Sub Total / Average Local Government Investment Pool			3.534	31,717,309.19	31,717,309.19	31,717,309.19	31,417,156.52		1	0.00	90.23
Municipal											
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,197.82	198,829.50	8/1/2024	306	628.60	0.58
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	251,143.99	245,522.50	6/1/2024	245	2,272.57	0.71
Sub Total / Average Municipal			1.904	455,000.00	464,270.05	456,341.81	444,352.00		272	2,901.17	1.29
Total / Average			3.425	35,150,309.19	35,160,749.54	35,151,826.58	34,779,287.11		25	9,295.15	100



| City of Stanton - Account #10991

MONTHLY ACCOUNT STATEMENT

SEPTEMBER 1, 2023 THROUGH SEPTEMBER 30, 2023

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

Custodian

US Bank
Alexander Bazan
(503) 402-5305

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



City of Stanton

Account #10991

Portfolio Summary

As of September 30, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	2.51
Average Coupon	3.31%
Average Purchase YTM	4.24%
Average Market YTM	5.24%
Average S&P/Moody Rating	AA/Aa2
Average Final Maturity	2.96 yrs
Average Life	2.73 yrs

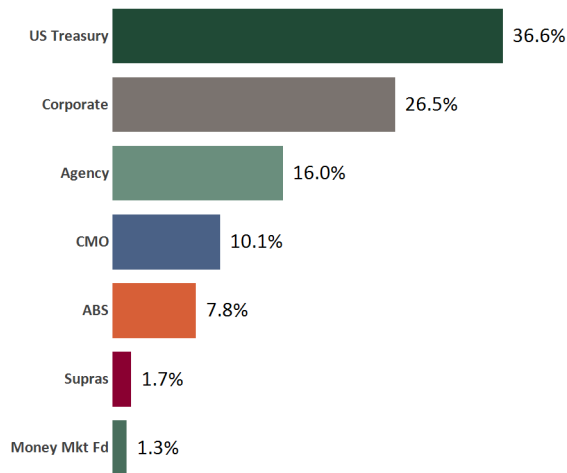
ACCOUNT SUMMARY

	Beg. Values as of 8/31/23	End Values as of 9/30/23
Market Value	25,306,860	25,277,469
Accrued Interest	186,580	135,724
Total Market Value	25,493,440	25,413,193
Income Earned	71,172	70,430
Cont/WD		-2,324
Par	26,274,128	26,389,923
Book Value	25,569,267	25,680,928
Cost Value	25,569,267	25,680,928

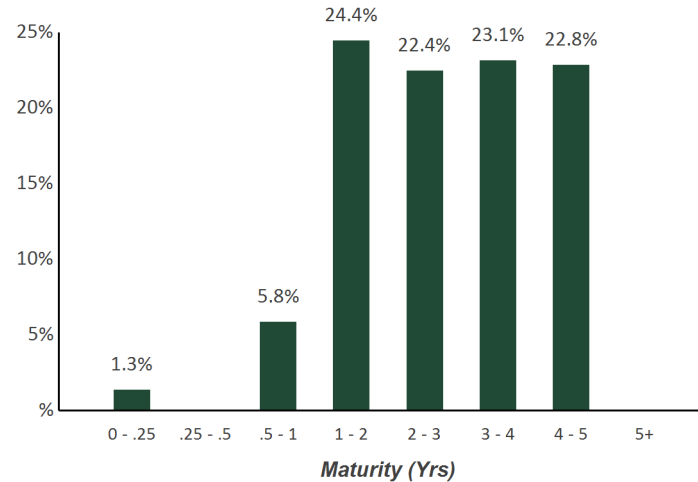
TOP ISSUERS

Government of United States	36.6%
Federal Farm Credit Bank	10.5%
Federal Home Loan Mortgage Corp	10.1%
Federal Home Loan Bank	3.1%
Federal National Mortgage Assoc	2.3%
JP Morgan Chase & Co	1.7%
Bank of America Corp	1.6%
Morgan Stanley	1.6%
Total	67.6%

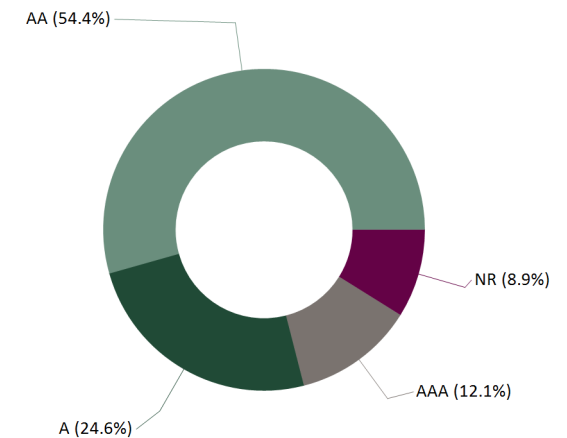
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	11/30/2022
City of Stanton	-0.31%	0.32%	1.54%	N/A	N/A	N/A	N/A	N/A	N/A
ICE BofA 1-5 Yr US Treasury & Agency Index	-0.34%	0.24%	1.19%	N/A	N/A	N/A	N/A	N/A	N/A



City of Stanton

Account #10991

Holdings Report

As of September 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	143,007.21	Various 4.62%	138,185.16 138,185.16	99.15 5.55%	141,788.22 25.42	0.56% 3,603.06	NR / AAA AAA	1.13 0.16
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	66,418.18	09/14/2022 4.00%	64,485.31 64,485.31	99.43 5.99%	66,041.12 3.65	0.26% 1,555.81	Aaa / NR AAA	1.24 0.10
43815PAC3	Honda Auto Receivables 2022-2 A3 3.73% Due 7/20/2026	350,000.00	09/21/2022 4.36%	345,625.00 345,625.00	97.38 5.87%	340,817.08 471.43	1.34% (4,807.92)	NR / AAA AAA	2.81 1.25
89238FAD5	Toyota Auto Receivables OT 2022-B A3 2.93% Due 9/15/2026	350,000.00	09/13/2022 4.13%	342,207.03 342,207.03	97.35 5.57%	340,733.05 455.78	1.34% (1,473.98)	Aaa / AAA NR	2.96 1.01
05522RDD7	Bank of America Credit Card Tr 2021-A1 A1 0.44% Due 9/15/2026	400,000.00	09/22/2022 4.45%	376,187.50 376,187.50	97.14 5.98%	388,541.20 78.22	1.53% 12,353.70	NR / AAA AAA	2.96 0.52
02582JIT8	American Express Credit Trust 2022-2 A 3.39% Due 5/17/2027	350,000.00	09/13/2022 4.18%	343,382.81 343,382.81	96.51 5.72%	337,774.15 527.33	1.33% (5,608.66)	NR / AAA AAA	3.63 1.53
47800BAC2	John Deere Owner Trust 2022-C A3 5.09% Due 6/15/2027	95,000.00	10/12/2022 5.15%	94,992.63 94,992.63	98.93 5.85%	93,985.21 214.91	0.37% (1,007.42)	Aaa / NR AAA	3.71 1.51
161571HT4	Chase Issuance Trust 23-A1 A 5.16% Due 9/15/2028	280,000.00	09/07/2023 5.23%	279,922.38 279,922.38	99.63 5.35%	278,969.04 642.13	1.10% (953.34)	NR / AAA AAA	4.96 2.66
Total ABS		2,034,425.39	4.47%	1,984,987.82 1,984,987.82	5.72%	1,988,649.07 2,418.87	7.83% 3,661.25	Aaa / AAA AAA	3.18 1.21
AGENCY									
3133ENJ84	FFCB Note 3.375% Due 8/26/2024	650,000.00	09/13/2022 3.83%	644,540.00 644,540.00	98.09 5.57%	637,556.40 2,132.81	2.52% (6,983.60)	Aaa / AA+ AA+	0.91 0.87
3133ENP79	FFCB Note 4.25% Due 9/26/2024	650,000.00	09/22/2022 4.25%	649,948.00 649,948.00	98.74 5.58%	641,801.55 383.68	2.53% (8,146.45)	Aaa / AA+ AA+	0.99 0.95
3133ENP95	FFCB Note 4.25% Due 9/30/2025	650,000.00	09/23/2022 4.31%	648,875.50 648,875.50	98.31 5.15%	638,988.35 76.74	2.51% (9,887.15)	Aaa / AA+ AA+	2.00 1.89
3135G0Q22	FNMA Note 1.875% Due 9/24/2026	650,000.00	09/14/2022 3.73%	605,208.50 605,208.50	91.83 4.85%	596,912.55 236.98	2.35% (8,295.95)	Aaa / AA+ AA+	2.99 2.84
3130ATS57	FHLB Note 4.5% Due 3/10/2028	500,000.00	03/22/2023 4.04%	510,315.00 510,315.00	99.46 4.63%	497,309.00 1,312.50	1.96% (13,006.00)	Aaa / AA+ NR	4.45 3.97



City of Stanton

Account #10991

Holdings Report

As of September 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3133EPGW9	FFCB Note 3.875% Due 4/25/2028	250,000.00	04/24/2023 3.76%	251,255.00 251,255.00	96.26 4.80%	240,643.00 4,197.92	0.96% (10,612.00)	Aaa / AA+ AA+	4.57 4.05
3130AWTR1	FHLB Note 4.375% Due 9/8/2028	300,000.00	09/13/2023 4.48%	298,555.11 298,555.11	98.56 4.70%	295,671.60 2,078.13	1.17% (2,883.51)	Aaa / AA+ NR	4.95 4.36
3133EPWK7	FFCB Note 4.5% Due 9/22/2028	500,000.00	09/25/2023 4.67%	496,185.00 496,185.00	99.16 4.69%	495,777.00 562.50	1.95% (408.00)	Aaa / AA+ AA+	4.98 4.37
Total Agency		4,150,000.00	4.13%	4,104,882.11 4,104,882.11	5.07%	4,044,659.45 10,981.26	15.96% (60,222.66)	Aaa / AA+ AA+	2.85 2.59
CMO									
3137BN6G4	FHLMC K053 2.995% Due 12/25/2025	350,000.00	09/16/2022 4.23%	338,064.45 338,064.45	95.17 5.43%	333,098.50 873.54	1.31% (4,965.95)	NR / NR AAA	2.24 1.96
3137BTUM1	FHLMC K061 A2 3.347% Due 11/25/2026	350,000.00	09/22/2022 4.37%	337,435.55 337,435.55	94.35 5.39%	330,229.90 976.21	1.30% (7,205.65)	NR / NR AAA	3.16 2.76
3137BVZ82	FHLMC K063 3.43% Due 1/25/2027	350,000.00	09/13/2022 3.97%	342,412.11 342,412.11	94.62 5.26%	331,177.35 1,000.42	1.31% (11,234.76)	NR / NR AAA	3.32 2.93
3137F2LJ3	FHLMC K066 A2 3.117% Due 6/25/2027	350,000.00	09/13/2022 3.97%	337,640.63 337,640.63	93.06 5.24%	325,721.20 909.13	1.29% (11,919.43)	NR / NR AAA	3.74 3.31
3137FAWS3	FHLMC K067 A2 3.194% Due 7/25/2027	310,000.00	09/22/2022 4.28%	295,856.25 295,856.25	93.22 5.18%	288,973.94 825.12	1.14% (6,882.31)	Aaa / NR NR	3.82 3.45
3137FBU79	FHLMC K069 A2 3.187% Due 9/25/2027	500,000.00	05/18/2023 4.65%	480,292.97 480,292.97	92.91 5.22%	464,529.00 1,327.92	1.83% (15,763.97)	NR / AAA NR	3.99 3.53
3137FG6X8	FHLMC K077 A2 3.85% Due 5/25/2028	510,000.00	05/24/2023 4.65%	500,636.72 500,636.72	94.67 5.16%	482,808.33 327.25	1.90% (17,828.39)	NR / NR AAA	4.65 4.07
Total CMO		2,720,000.00	4.34%	2,632,338.68 2,632,338.68	5.26%	2,556,538.22 6,239.59	10.08% (75,800.46)	Aaa / AAA AAA	3.64 3.21
CORPORATE									
89115A2J0	Toronto-Dominion Bank Note 4.285% Due 9/13/2024	200,000.00	09/15/2022 4.57%	198,938.00 198,938.00	98.39 6.05%	196,779.20 428.50	0.78% (2,158.80)	A1 / A AA-	0.96 0.91
12572QAG0	CME Group Inc. Callable Note Cont 12/15/2024 3% Due 3/15/2025	250,000.00	09/16/2022 4.26%	242,670.00 242,670.00	96.34 5.65%	240,857.00 333.33	0.95% (1,813.00)	Aa3 / AA- AA-	1.46 1.40



City of Stanton

Account #10991

Holdings Report

As of September 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
808513BB0	Charles Schwab Corp Callable Note Cont 2/24/2025 4.2% Due 3/24/2025	250,000.00	09/16/2022 4.36%	249,015.00 249,015.00	97.50 5.97%	243,737.50 204.17	0.96% (5,277.50)	A2 / A- A	1.48 1.43
78016EZ59	Royal Bank of Canada Note 3.375% Due 4/14/2025	200,000.00	09/16/2022 4.49%	194,656.00 194,656.00	96.48 5.80%	192,957.80 3,131.25	0.77% (1,698.20)	A1 / A AA-	1.54 1.45
756109AV6	Realty Income Corp Callable Not Cont 2/15/2025 3.875% Due 4/15/2025	250,000.00	09/13/2022 4.47%	246,425.00 246,425.00	97.07 5.89%	242,676.00 4,467.01	0.97% (3,749.00)	A3 / A- NR	1.54 1.44
14913R2V8	Caterpillar Financial Service Note 3.4% Due 5/13/2025	125,000.00	09/21/2022 4.39%	121,940.00 121,940.00	96.69 5.56%	120,858.50 1,629.17	0.48% (1,081.50)	A2 / A A+	1.62 1.53
06368D3S1	Bank of Montreal Note 3.7% Due 6/7/2025	350,000.00	09/13/2022 4.50%	342,912.50 342,912.50	96.38 5.98%	337,338.40 4,100.83	1.34% (5,574.10)	A2 / A- AA-	1.69 1.58
63743HFE7	National Rural Utilities Note 3.45% Due 6/15/2025	250,000.00	09/19/2022 4.42%	243,805.00 243,805.00	96.22 5.80%	240,545.50 2,539.58	0.96% (3,259.50)	A2 / A- A	1.71 1.61
91324PCP5	United Health Group Inc Note 3.75% Due 7/15/2025	125,000.00	09/21/2022 4.36%	122,981.25 122,981.25	97.28 5.36%	121,599.63 989.58	0.48% (1,381.62)	A2 / A+ A	1.79 1.69
89236TKF1	Toyota Motor Credit Corp Note 3.65% Due 8/18/2025	350,000.00	09/13/2022 4.23%	344,498.00 344,498.00	96.73 5.50%	338,552.55 1,525.90	1.34% (5,945.45)	A1 / A+ A+	1.88 1.78
24422EWJ4	John Deere Capital Corp Note 4.05% Due 9/8/2025	125,000.00	09/21/2022 4.36%	123,933.75 123,933.75	97.66 5.34%	122,069.38 323.44	0.48% (1,864.37)	A2 / A A+	1.94 1.83
69371RS23	Paccar Financial Corp Note 4.95% Due 10/3/2025	250,000.00	09/27/2022 4.95%	250,020.00 250,020.00	99.16 5.40%	247,907.25 6,118.75	1.00% (2,112.75)	A1 / A+ NR	2.01 1.84
713448FQ6	Pepsico Inc. Callable Note Cont 1/13/26 4.55% Due 2/13/2026	65,000.00	02/13/2023 4.57%	64,962.30 64,962.30	98.93 5.03%	64,306.13 394.33	0.25% (656.17)	A1 / A+ NR	2.38 2.20
46647PCZ7	JP Morgan Chase & Co Callable Note Cont 4/26/2025 4.08% Due 4/26/2026	200,000.00	09/13/2022 5.39%	195,980.00 195,980.00	97.05 6.08%	194,093.00 3,513.33	0.78% (1,887.00)	A1 / A- AA-	2.57 1.47
61747YET8	Morgan Stanley Callable Note Cont 7/17/2025 4.679% Due 7/17/2026	200,000.00	09/13/2022 5.37%	199,302.00 199,302.00	97.42 6.21%	194,834.20 1,923.59	0.77% (4,467.80)	A1 / A- A+	2.80 1.68
06051GLA5	Bank of America Corp Callable Note Cont 7/22/2025 4.827% Due 7/22/2026	200,000.00	09/13/2022 5.49%	199,336.00 199,336.00	97.49 6.31%	194,977.80 1,850.35	0.77% (4,358.20)	A1 / A- AA-	2.81 1.69



City of Stanton

Account #10991

Holdings Report

As of September 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
06406RBJ5	Bank of NY Mellon Corp Callable Note 1X 7/24/2025 4.414% Due 7/24/2026	350,000.00	Various 5.11%	348,501.00 348,501.00	97.17 6.08%	340,082.75 2,875.23	1.35% (8,418.25)	A1 / A AA-	2.82 1.70
74340XBK6	Prologis LP Callable Note Cont 7/1/2026 3.25% Due 10/1/2026	250,000.00	09/14/2022 4.30%	240,397.50 240,397.50	94.05 5.43%	235,116.50 4,062.50	0.94% (5,281.00)	A3 / A NR	3.01 2.76
26442CAS3	Duke Energy Carolinas Callable Note Cont 9/1/2026 2.95% Due 12/1/2026	250,000.00	09/16/2022 4.31%	237,035.00 237,035.00	93.52 5.19%	233,804.50 2,458.33	0.93% (3,230.50)	Aa3 / A NR	3.17 2.94
46647PCB0	JP Morgan Chase & Co Callable Note Cont 4/22/2026 1.578% Due 4/22/2027	250,000.00	09/15/2022 5.36%	221,377.50 221,377.50	89.24 6.18%	223,108.00 1,742.38	0.88% 1,730.50	A1 / A- AA-	3.56 2.42
91324PEG3	United Health Group Inc Callable Note Cont 4/15/2027 3.7% Due 5/15/2027	250,000.00	09/13/2022 4.21%	244,607.50 244,607.50	94.79 5.30%	236,968.25 3,494.44	0.95% (7,639.25)	A2 / A+ A	3.62 3.28
89115A2C5	Toronto-Dominion Bank Note 4.108% Due 6/8/2027	200,000.00	09/13/2022 4.73%	194,794.00 194,794.00	94.39 5.82%	188,778.40 2,578.91	0.75% (6,015.60)	A1 / A NR	3.69 3.31
61747YEC5	Morgan Stanley Callable Note Cont 7/20/2026 1.512% Due 7/20/2027	250,000.00	09/15/2022 5.32%	219,305.00 219,305.00	88.36 6.09%	220,897.75 745.50	0.87% 1,592.75	A1 / A- A+	3.81 2.66
06051GJS9	Bank of America Corp Callable Note Cont 6/21/2027 1.734% Due 7/22/2027	250,000.00	09/15/2022 5.48%	219,722.50 219,722.50	88.62 6.21%	221,539.75 830.88	0.88% 1,817.25	A1 / A- AA-	3.81 2.66
78016FZS6	Royal Bank of Canada Note 4.24% Due 8/3/2027	200,000.00	09/13/2022 4.73%	195,794.00 195,794.00	95.02 5.70%	190,042.80 1,366.22	0.75% (5,751.20)	A1 / A AA-	3.84 3.46
14913R3A3	Caterpillar Financial Service Note 3.6% Due 8/12/2027	250,000.00	09/13/2022 4.27%	242,635.00 242,635.00	94.35 5.23%	235,865.00 1,225.00	0.93% (6,770.00)	A2 / A A+	3.87 3.53
023135BC9	Amazon.com Inc Callable Note Cont 5/22/2027 3.15% Due 8/22/2027	250,000.00	09/14/2022 4.17%	238,730.00 238,730.00	93.02 5.15%	232,540.00 853.13	0.92% (6,190.00)	A1 / AA AA-	3.90 3.58
24422EWK1	John Deere Capital Corp Note 4.15% Due 9/15/2027	250,000.00	09/13/2022 4.29%	248,480.00 248,480.00	96.37 5.18%	240,918.25 461.11	0.95% (7,561.75)	A2 / A A+	3.96 3.59
74456QBU9	Public Service EI & Gas Callable Note Cont 02/01/28 3.7% Due 5/1/2028	300,000.00	09/06/2023 5.10%	282,837.00 282,837.00	93.60 5.29%	280,811.40 4,625.00	1.12% (2,025.60)	A1 / A NR	4.59 4.07



City of Stanton

Account #10991

Holdings Report

As of September 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
58933YBH7	Merck & Co Callable Note Cont 4/17/2028 4.05% Due 5/17/2028	300,000.00	Various 4.08%	299,617.50 299,617.50	96.23 4.97%	288,678.60 4,522.51	1.15% (10,938.90)	A1 / A+ NR	4.63 4.09
Total Corporate		6,990,000.00	4.65%	6,775,208.30 6,775,208.30	5.67%	6,663,241.79 65,314.25	26.48% (111,966.51)	A1 / A A+	2.80 2.36
MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	340,498.07	Various 4.94%	340,498.07 340,498.07	1.00 4.94%	340,498.07 0.00	1.34% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		340,498.07	4.94%	340,498.07 340,498.07	4.94%	340,498.07 0.00	1.34% 0.00	Aaa / AAA AAA	0.00 0.00
SUPRANATIONAL									
459058KT9	Intl. Bank Recon & Development Note 3.5% Due 7/12/2028	225,000.00	08/17/2023 4.55%	214,688.25 214,688.25	94.74 4.74%	213,168.83 1,728.13	0.85% (1,519.42)	Aaa / AAA NR	4.79 4.30
45950KDD9	International Finance Corp Note 4.5% Due 7/13/2028	230,000.00	07/06/2023 4.53%	229,744.70 229,744.70	98.82 4.78%	227,283.47 2,242.50	0.90% (2,461.23)	Aaa / AAA NR	4.79 4.21
Total Supranational		455,000.00	4.54%	444,432.95 444,432.95	4.76%	440,452.30 3,970.63	1.75% (3,980.65)	Aaa / AAA NR	4.79 4.26
US TREASURY									
9128283P3	US Treasury Note 2.25% Due 12/31/2024	650,000.00	09/15/2022 3.85%	627,351.56 627,351.56	96.30 5.35%	625,929.85 3,695.99	2.48% (1,421.71)	Aaa / AA+ AA+	1.25 1.20
9128284F4	US Treasury Note 2.625% Due 3/31/2025	650,000.00	09/14/2022 3.80%	631,667.97 631,667.97	96.23 5.27%	625,523.60 46.62	2.46% (6,144.37)	Aaa / AA+ AA+	1.50 1.44
9128284M9	US Treasury Note 2.875% Due 4/30/2025	650,000.00	09/22/2022 4.15%	629,789.06 629,789.06	96.45 5.24%	626,919.80 7,820.31	2.50% (2,869.26)	Aaa / AA+ AA+	1.58 1.50
91282CEU1	US Treasury Note 2.875% Due 6/15/2025	650,000.00	09/15/2022 3.89%	632,962.89 632,962.89	96.27 5.18%	625,777.10 5,514.34	2.48% (7,185.79)	Aaa / AA+ AA+	1.71 1.62
91282CFE6	US Treasury Note 3.125% Due 8/15/2025	650,000.00	09/13/2022 3.75%	638,802.74 638,802.74	96.47 5.12%	627,072.55 2,594.26	2.48% (11,730.19)	Aaa / AA+ AA+	1.88 1.78



City of Stanton

Account #10991

Holdings Report

As of September 30, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CFK2	US Treasury Note 3.5% Due 9/15/2025	650,000.00	09/19/2022 3.90%	642,712.89 642,712.89	97.07 5.09%	630,956.95 1,000.00	2.49% (11,755.94)	Aaa / AA+ AA+	1.96 1.86
9128286L9	US Treasury Note 2.25% Due 3/31/2026	650,000.00	09/14/2022 3.75%	617,880.86 617,880.86	93.84 4.90%	609,984.70 39.96	2.40% (7,896.16)	Aaa / AA+ AA+	2.50 2.38
9128287B0	US Treasury Note 1.875% Due 6/30/2026	650,000.00	09/15/2022 3.78%	606,632.81 606,632.81	92.51 4.82%	601,300.70 3,079.99	2.38% (5,332.11)	Aaa / AA+ AA+	2.75 2.61
9128282A7	US Treasury Note 1.5% Due 8/15/2026	650,000.00	09/13/2022 3.72%	597,923.83 597,923.83	91.15 4.83%	592,489.95 1,245.24	2.34% (5,433.88)	Aaa / AA+ AA+	2.88 2.75
91282CEF4	US Treasury Note 2.5% Due 3/31/2027	650,000.00	09/14/2022 3.66%	618,591.80 618,591.80	92.89 4.73%	603,763.55 44.40	2.38% (14,828.25)	Aaa / AA+ AA+	3.50 3.29
91282CFH9	US Treasury Note 3.125% Due 8/31/2027	650,000.00	09/13/2022 3.57%	636,822.26 636,822.26	94.38 4.71%	613,462.85 1,729.91	2.42% (23,359.41)	Aaa / AA+ AA+	3.92 3.62
91282CGC9	US Treasury Note 3.875% Due 12/31/2027	350,000.00	01/24/2023 3.59%	354,470.70 354,470.70	96.92 4.68%	339,213.00 3,427.48	1.35% (15,257.70)	Aaa / AA+ AA+	4.25 3.83
91282CGH8	US Treasury Note 3.5% Due 1/31/2028	500,000.00	02/22/2023 4.12%	486,269.53 486,269.53	95.43 4.67%	477,168.00 2,948.37	1.89% (9,101.53)	Aaa / AA+ AA+	4.34 3.94
91282CGT2	US Treasury Note 3.625% Due 3/31/2028	350,000.00	04/24/2023 3.61%	350,259.77 350,259.77	95.87 4.65%	335,535.20 34.67	1.32% (14,724.57)	Aaa / AA+ AA+	4.50 4.09
91282CHE4	US Treasury Note 3.625% Due 5/31/2028	500,000.00	06/22/2023 4.02%	491,308.59 491,308.59	95.84 4.62%	479,219.00 6,091.19	1.91% (12,089.59)	Aaa / AA+ AA+	4.67 4.18
91282CHK0	US Treasury Note 4% Due 6/30/2028	500,000.00	09/20/2023 4.51%	489,179.69 489,179.69	97.33 4.63%	486,660.00 5,054.35	1.93% (2,519.69)	Aaa / AA+ AA+	4.75 4.23
91282CHQ7	US Treasury Note 4.125% Due 7/31/2028	350,000.00	08/24/2023 4.39%	345,953.13 345,953.13	97.84 4.63%	342,453.30 2,432.40	1.36% (3,499.83)	Aaa / AA+ AA+	4.84 4.30
Total US Treasury		9,700,000.00	3.87%	9,398,580.08 9,398,580.08	4.92%	9,243,430.10 46,799.48	36.56% (155,149.98)	Aaa / AA+ AA+	2.90 2.69
TOTAL PORTFOLIO		26,389,923.46	4.24%	25,680,928.01 25,680,928.01	5.24%	25,277,469.00 135,724.08	100.00% (403,459.01)	Aa2 / AA AA+	2.96 2.51
TOTAL MARKET VALUE PLUS ACCRUED						25,413,193.08			

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chairman and Members of the Successor Agency

DATE: November 14, 2023

SUBJECT: SEPTEMBER 2023 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of September 30, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTIONS:

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

BACKGROUND:

The attached report summarizes the Successor Agency's investment and deposit balances as of September 2023. During the month of September, the Successor Agency's total cash and investments decreased by approximately \$7,684. During the month of September, the Successor Agency reimbursed the City \$5,500 for administrative costs per the approved Recognized Obligation Payment Schedule (ROPS), and paid U.S. Bank \$2,200 for the annual trustee administration fee for the 2016A and B Tax Allocation Bonds. The Successor Agency's cash and investment balances by fund are presented in Attachment A. The Successor Agency's investments and deposits by financial institution are included as Attachment B.

ANALYSIS:

The Successor Agency's share of the City's investment in the State Treasurer's Local Agency Investment Fund (LAIF) continues to be available on demand. The effective yield on LAIF for the month of September 2023 was 3.53%.

The Successor Agency's investments are shown on Attachment B and have a weighted investment yield of 3.53%, which is equal to the benchmark LAIF return of 3.53%, as the entire portfolio (excluding funds held with the bond fiscal agents) represents the Successor Agency's portion of the City's pooled cash and investments. With a completely liquid portfolio, the weighted average maturity of the Successor Agency's investments on September 30, 2023, was 1 day. LAIF's average maturity on September 30, 2023, was approximately 256 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's Fiscal Year 2023/24 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
CASH AND INVESTMENTS REPORT
MONTH ENDED SEPTEMBER 30, 2023**

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-POOLED</u>					
712-111101	Redevelopment Obligation Retirement Fund	\$ 1,402,844.18	\$ -	\$ (7,700.00)	\$ 1,395,144.18
	Total Cash-Pooled⁽¹⁾	\$ 1,402,844.18	\$ -	\$ (7,700.00)	\$ 1,395,144.18
<u>CASH-RESTRICTED (with Fiscal Agent)</u>					
712-111423	2016 Tax Allocation Bonds, Series A and B	\$ 1,151,438.43	\$ 4.89	\$ -	\$ 1,151,443.32
712-111425	2016 Tax Allocation Bonds, Series C and D	1,854,566.99	7.88	-	1,854,574.87
712-111426	2020 Tax Allocation Refunding Bonds, Series A	686,259.83	2.91	-	686,262.74
	Total Cash-Restricted (with Fiscal Agent)	\$ 3,692,265.25	\$ 15.68	\$ -	\$ 3,692,280.93
	TOTAL CASH AND INVESTMENTS	\$ 5,095,109.43	\$ 15.68	\$ (7,700.00)	\$ 5,087,425.11

Note:

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

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
MONTH ENDED SEPTEMBER 30, 2023**

Investment Type	Institution	Issuer/ Broker		Date of Maturity	Interest Rate			Cost	Market Value	MV Source
LAIF and BOW General Acct	State of California/ BMO	State of California		On Demand	3.53%	N/A		\$ 1,395,144	\$ 1,395,144	LAIF

Total Cash Investments and Deposits

1	3.53%
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\$ 1,395,144	\$ 1,395,144
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Weighted Average Weighted Average

Bond Funds Held by Trustees:

Maturity (days) Yield

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B										
Debt Service:										
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 1,151,442	\$ 1,151,442	\$ 1,151,442	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2016 Series A and B

\$ 1,151,443 \$ 1,151,443

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D										
Debt Service:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 1,854,573	\$ 1,854,573	\$ 1,854,573	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

\$ 1,854,575 \$ 1,854,575

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity		Interest Rate	Par Value	Cost	Market Value	MV Source
2020 Tax Allocation Refunding Bonds										
Special Fund:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	\$ 686,262	\$ 686,262	\$ 686,262	US Bank
Principal:										
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand		0.02%	1	1	1	US Bank

Total 2020 Tax Allocation Bonds (Tax-Exempt)

\$ 686,263 \$ 686,263

Total Bond Fund Investments and Deposits (3)

\$ 3,692,281 \$ 3,692,281

TOTAL - ALL CASH AND INVESTMENTS

\$5,087,425 \$5,087,425

Notes:

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

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 14, 2023

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

REPORT IN BRIEF:

The Revenue and Expenditure Report for the month ended September 30, 2023, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, this report includes a status of the City's Capital Improvement Projects (CIP) as of September 30, 2023. The figures reported represent preliminary figures through September 30, 2023. The fiscal year end closing process is still in progress and the final figures are pending completion of the City's annual financial statement audit.

RECOMMENDED ACTIONS:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the General Fund and Housing Authority Fund's September 2023 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended September 30, 2023.

ANALYSIS:

General Fund Revenue and Expenditure Reports

Attachments A and B summarize the General Fund's revenue and expenditure activity through September 30, 2023. 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 were approximately \$3.2 million, which is 10% of the Fiscal Year 2023/24 budgeted amount and is approximately \$768,807 (32%) higher than the revenues recognized for the same period last year (Attachment A, page 2). However, \$363,650 of revenues collected through September represent one-time, unbudgeted developer fees (beautification, neighborhood preservation, and public benefit fees) received for the VRV residential project. After adjusting this amount, then actual revenues through September 30 were \$2.8 million (9%) of the Fiscal Year 2023/24 budgeted amount and \$405,157 (17%) higher than the same period last fiscal year, primarily due to the fluctuation in investment income due to increased interest rates.

Total General Fund expenditures were approximately \$7.1 million through September 30, which represents 21% of the Fiscal Year 2023/24 projected expenditures and is approximately \$541,555 (8%) higher than the expenditures incurred for the same period last year (Attachment B, page 2). Approximately \$254,300 of the increase is attributed to the “General Fund Special Projects” that were previously funded by the American Rescue Plan Act (ARPA) Fund. Other significant expenditure increases from the same period last year are due to the following: a) \$79,672 increase in City Attorney costs; b) an increase of \$57,988 in contracted fire protection costs with the Orange County Fire Authority (consistent with the 4.5% increase in contract costs); and c) an increase in contracted animal control services of \$51,861 due to the timing difference of when the City paid its first quarterly payment to the City of Westminster in Fiscal Year 2023/24 compared to when the payment was made in Fiscal Year 2022/23.

Per Attachment C, the City’s General Fund reserves and available fund balance (“discretionary fund balance”) is estimated to be \$33.4 million by June 30, 2024, as shown in the table below. (The final figures for June 30, 2023, are subject to change until the City’s annual financial statement audit is complete.)

	Estimated Balance at 6/30/23
Set aside per Reserve Policy	\$ 14,300,000
Committed Developer Contributions	1,805,796
Assigned Fund Balance	2,449,222
Unassigned Fund Balance	14,847,443
Total Discretionary Fund Balance	\$ 33,402,461

Housing Authority Revenue and Expenditure Reports

Attachment D summarizes the Housing Authority Fund’s revenue and expenditure activity through September 30, 2023. The report includes information on 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 were \$302,539, which is 47% of the Fiscal Year 2023/24 budgeted amount and is \$110,058 (57%) more than the revenue collected through the same period last year due to the additional investment income (from higher interest rates) and additional rental income from the Tina/Pacific housing project.

Total Housing Authority Fund expenditures were \$228,991 through September 30, which is 19% of the Fiscal Year 2023/24 budget and \$73,026 (47%) higher than the expenditures incurred for the same period last year, primarily due to higher legal costs associated with the Tina/Pacific housing project area (\$32,367, or 100% increase from prior fiscal year). The remainder of the expenditure increase is associated with the timing difference of when the Housing Authority processed payments to its property management company, Quality Management Group (QMG). Payments made to QMG were \$46,236 for services provided through September 30, 2023, compared to \$20,517 in payments processed through September 30, 2022.

Per Attachment E, the City's Housing Authority Fund's available fund balance is expected to be \$9.3 million by June 30, 2024.

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

The Fiscal Year 2023/24 CIP budget includes \$7.0 million from the Fiscal Year 2023/24 Adopted Budget and \$12.7 million in carryover funding from Fiscal Year 2022/23, and \$7,000 in additional appropriations approved by City Council since July 1, 2023, for a total amended budget of \$19.7 million as of September 30, 2023. As of September 30, capital project expenditures totaled \$65,455 (less than 1% of the amended budget) with an additional \$1.9 million (10% of the amended budget) under contract (encumbered) for work currently underway, for a total amount spent or encumbered to date of \$2.0 million (10% of the amended budget) as of September 30, 2023.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. September 2023 General Fund Revenues
- B. September 2023 General Fund Expenditures
- C. General Fund Reserve Balances
- D. September 2023 Housing Authority Revenue and Expenditures
- E. Housing Authority Reserve Balance
- F. Status of Capital Improvement Projects as of September 30, 2023

CITY OF STANTON
September 2023 General Fund Revenues (25% of year)

	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
			Activity During September	Year To Date Actual *			
TAXES							
Property Tax	\$ 8,585,900	\$ 8,585,900	\$ 24,332	\$ 40,640	0.47%	\$ 28,550	42.35%
Sales and Use Tax	5,471,900	5,471,900	506,180	506,180	9.25%	487,916	3.74%
Transactions and Use Tax	6,154,000	6,154,000	558,125	558,125	9.07%	543,721	2.65%
Transient Occupancy Tax	673,600	673,600	57,737	125,628	18.65%	122,523	2.53%
Franchise Fees	1,157,000	1,157,000	-	60,573	5.24%	109,180	-44.52%
Business Licenses	158,000	158,000	2,260	6,589	4.17%	5,654	16.54%
Utility Users Tax	2,176,400	2,176,400	234,149	396,362	18.21%	396,205	0.04%
Cannabis Tax	620,000	620,000	69,093	69,093	11.14%	-	100.00%
Tax Increment Pass-thru Payment	577,200	577,200	-	-	0.00%	-	0.00%
TAXES-TOTAL	25,574,000	25,574,000	1,451,876	1,763,190	6.89%	1,693,749	4.10%
INTERGOVERNMENTAL							
County WDA Shared Revenue	100,000	100,000	-	-	0.00%	-	0.00%
Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	0.00%
Motor Vehicle In Lieu	31,100	31,100	-	-	0.00%	-	0.00%
Public Safety Augmentation Tax	205,690	205,690	15,211	25,345	12.32%	26,041	-2.67%
Planning Grants	-	150,000	-	-	0.00%	-	0.00%
Federal Grants	-	-	-	-	0.00%	8,708	100.00%
Other Grants	4,200	4,200	764	1,417	33.74%	1,514	-6.41%
INTERGOVERNMENTAL-TOTAL	370,990	520,990	15,975	26,762	5.14%	36,263	-26.20%
CHARGES FOR SERVICES							
Charges for Services	108,230	108,230	10,123	31,017	28.66%	54,296	-42.87%
Information Technology Charges	36,490	36,490	3,041	9,122	25.00%	9,401	-2.97%
CHARGES FOR SERVICES-TOTAL	144,720	144,720	13,164	40,139	27.74%	63,697	-36.98%
FEES AND PERMITS							
Solid Waste Impact Fees	1,150,000	1,150,000	-	95,330	8.29%	193,833	-50.82%
Building Permits and Fees	1,015,000	1,015,000	62,798	195,123	19.22%	186,842	4.43%
Planning Permits and Fees	70,150	70,150	7,870	23,970	34.17%	33,974	-29.45%
Engineering Permits and Fees	119,000	119,000	7,950	20,600	17.31%	36,431	-43.45%
Developer Fees	-	-	46,000	363,650	0.00%	-	100.00%
Recycling Fees	87,700	87,700	22,140	22,140	25.25%	-	0.00%

CITY OF STANTON
September 2023 General Fund Revenues (25% of year)

	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
			Activity During September	Year To Date Actual *			
Other Permits and Fees	276,025	276,025	11,020	37,979	13.76%	34,316	10.67%
Community Services Fees	74,000	74,000	10,943	26,570	35.91%	22,507	18.05%
FEES AND PERMITS -TOTAL	2,791,875	2,791,875	168,721	785,362	28.13%	507,903	54.63%
FINES AND FORFEITURES							
General Fines	6,700	6,700	(83)	(62)	-0.93%	127	-148.82%
Motor Vehicle Fines	85,000	85,000	9,041	11,990	14.11%	9,730	23.23%
Parking Citations	270,000	270,000	26,887	39,533	14.64%	26,049	51.76%
DMV Parking Collections	71,000	71,000	6,239	10,627	14.97%	13,087	-18.80%
Administrative Citation	10,000	10,000	100	500	5.00%	3,218	-84.46%
FINES AND FORFEITURES-TOTAL	442,700	442,700	42,184	62,588	14.14%	52,211	19.88%
USE OF MONEY AND PROPERTY							
Investment Earnings	190,000	190,000	254,032	254,032	133.70%	82,834	206.68%
Unrealized Gains (Losses)	-	-	72,465	72,465	0.00%	(229,950)	-131.51%
Interest on Loan to Landscape District Fund	9,000	9,000	2,378	2,378	26.42%	2,880	-17.43%
Rental Income	221,085	221,085	14,160	46,405	20.99%	75,860	-38.83%
USE OF MONEY AND PROPERTY-TOTAL	420,085	420,085	343,035	375,280	89.33%	(68,376)	648.85%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	180,955	188,281	1,817	22,052	11.71%	3,640	505.82%
MISCELLANEOUS REVENUE-TOTAL	180,955	188,281	1,817	22,052	11.71%	3,640	505.82%
TRANSFERS IN							
From Gas Tax Fund	140,000	140,000	11,667	35,000	25.00%	51,250	-31.71%
From Protective Services Fund	382,000	382,000	(2,058)	4,001	1.05%	7,730	-48.24%
From Supplemental Law Enforcement Grants Fund	160,000	160,000	13,333	40,000	25.00%	37,500	6.67%
TRANSFERS IN-TOTAL	682,000	682,000	22,942	79,001	11.58%	96,480	-18.12%
TOTAL REVENUES AND TRANSFERS IN	\$ 30,607,325	\$ 30,764,651	\$ 2,059,714	\$ 3,154,374	10.25%	\$ 2,385,567	32.23%

* = Actual data is reported through September.

TAXES
September 2023 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
430100	Current Year-Secured	\$ 1,096,100	\$ 1,096,100	\$ -	\$ -	0.00%	\$ -	0.00%
430105	Current Year-Unsecured	32,600	32,600	14,402	14,402	44.18%	15,999	-9.98%
430115	Property Tax-Supplemental	24,400	24,400	340	1,484	6.08%	2,037	-27.15%
430120	Residual Redevelopment Property Tax	1,777,300	1,777,300	-	-	0.00%	-	0.00%
430121	In-Lieu Vehicle License Fee	5,511,700	5,511,700	-	-	0.00%	-	0.00%
430135	Homeowners Tax Relief	4,800	4,800	-	-	0.00%	-	0.00%
430140	Property Transfer Tax	139,000	139,000	9,590	24,754	17.81%	10,514	135.44%
430200	Sales And Use Tax	5,471,900	5,471,900	506,180	506,180	9.25%	487,916	3.74%
430300	Transient Occupancy Tax	673,600	673,600	57,737	125,628	18.65%	122,523	2.53%
430405	Franchise Tax/Cable TV	200,000	200,000	-	-	0.00%	-	0.00%
430410	Franchise Tax/Electric	244,000	244,000	-	-	0.00%	-	0.00%
430415	Franchise Tax/Gas	75,000	75,000	-	-	0.00%	-	0.00%
430420	Franchise Tax/Refuse	550,000	550,000	-	60,573	11.01%	109,180	-44.52%
430425	Franchise Tax/Water	88,000	88,000	-	-	0.00%	-	0.00%
430500	Business License Tax	158,000	158,000	2,260	6,589	4.17%	5,654	16.54%
430600	Util User Tax/Electricity	1,218,400	1,218,400	157,812	268,225	22.01%	257,424	4.20%
430605	Util User Tax/Telephone	196,300	196,300	15,532	31,770	16.18%	32,808	-3.16%
430610	Util User Tax/Gas	336,700	336,700	24,657	24,921	7.40%	32,800	-24.02%
430615	Util User Tax/Water	425,000	425,000	36,148	71,446	16.81%	73,173	-2.36%
430700	Cannabis Tax	620,000	620,000	69,093	69,093	11.14%	-	100.00%
440100	AB 1389 Pass Through from RDA	577,200	577,200	-	-	0.00%	-	0.00%
101	General Fund	19,420,000	19,420,000	893,751	1,205,065	6.21%	1,150,028	4.79%
102	General Fund (Transactions & Use Tax)							
430250	Transactions & Use Tax	6,154,000	6,154,000	558,125	558,125	9.07%	543,721	2.65%
102	General Fund (Transactions & Use Tax)	6,154,000	6,154,000	558,125	558,125	9.07%	543,721	2.65%
TAXES - TOTAL		\$ 25,574,000	\$ 25,574,000	\$ 1,451,876	\$ 1,763,190	6.89%	\$ 1,693,749	4.10%

* = Actual data is reported through September.

INTERGOVERNMENTAL
September 2023 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
432121	County WDA Shared Revenue	\$ 100,000	\$ 100,000	\$ -	\$ -	0.00%	\$ -	0.00%
432135	Mandated Cost Reimbursement	30,000	30,000	-	-	0.00%	-	0.00%
432150	Motor Vehicle In Lieu	31,100	31,100	-	-	0.00%	-	0.00%
432180	Public Safety Augmentation Tax	205,690	205,690	15,211	25,345	12.32%	26,041	-2.67%
432245	Planning Grants	-	150,000	-	-	0.00%	-	0.00%
432256	Other Grants	4,200	4,200	764	1,417	33.74%	1,514	-6.41%
432270	Federal Grants	-	-	-	-	0.00%	8,708	-100.00%
INTERGOVERNMENTAL - TOTAL		\$ 370,990	\$ 520,990	\$ 15,975	\$ 26,762	5.14%	\$ 36,263	-26.20%

* = Actual data is reported through September.

CHARGES FOR SERVICES
September 2023 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
433100	Charges For Services	\$ 108,230	\$ 108,230	\$ 10,123	\$ 31,017	28.66%	\$ 54,296	-42.87%
433136	Information Technology Charges	36,490	36,490	3,041	9,122	25.00%	9,401	-2.97%
	CHARGES FOR SERVICES - TOTAL	\$ 144,720	\$ 144,720	\$ 13,164	\$ 40,139	27.74%	\$ 63,697	-36.98%

* = Actual data is reported through September.

FEES AND PERMITS
September 2023 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
431100	Building Plan Check Fees	\$ 135,000	\$ 135,000	\$ 11,436	\$ 49,804	36.89%	\$ 38,720	28.63%
431105	Mechanical Permits	100,000	100,000	5,135	18,445	18.45%	14,663	25.79%
431110	Building Permits	600,000	600,000	37,027	97,091	16.18%	94,577	2.66%
431115	Plumbing Permits	80,000	80,000	3,160	7,130	8.91%	13,850	-48.52%
431120	Electrical Permits	100,000	100,000	6,040	22,653	22.65%	25,032	-9.50%
431130	Engineering Plan Check Fees	35,000	35,000	600	2,045	5.84%	9,310	-78.03%
431135	Public Works Permits	84,000	84,000	7,350	18,555	22.09%	27,121	-31.58%
431140	S M I P - Commercial Fees	400	400	35	35	8.75%	3	1066.67%
431145	S M I P-Residential Permits	250	250	23	23	9.20%	12	91.67%
431146	SB 1473 Fee	2,500	2,500	76	243	9.72%	103	135.92%
431160	Solid Waste Impact Fees	1,150,000	1,150,000	-	95,330	8.29%	193,833	-50.82%
431180	P/W Inspections	15,000	15,000	1,600	4,801	32.01%	4,059	18.28%
431185	Parking Permits	45,000	45,000	250	1,240	2.76%	3,516	-64.73%
431190	Towing Franchise Fee	25,000	25,000	900	3,060	12.24%	8,190	-62.64%
431192	Beautification/Enhancement Fee	-	-	-	50,000	0.00%	-	100.00%
431193	Neighborhood Preservation Fees	-	-	6,000	6,000	0.00%	-	100.00%
431194	Public Benefit Fee	-	-	40,000	307,650	0.00%	-	100.00%
431195	Other Fees & Permits	15,000	15,000	5,441	17,282	115.21%	7,322	136.03%
431201	Cannabis Business Renewal Permit Fee	10,000	10,000	-	-	0.00%	-	0.00%
433200	Conditional Use Permit	7,000	7,000	-	2,485	35.50%	2,160	15.05%
433205	Precise Plan Of Design	15,000	15,000	3,070	3,070	20.47%	16,400	-81.28%
433220	Preliminary Plan Review	3,750	3,750	-	-	0.00%	-	0.00%
433225	Environmental Services	4,400	4,400	75	150	3.41%	525	-71.43%
433227	Foreclosure Registration	10,000	10,000	-	-	0.00%	1,689	-100.00%
433235	Land Divisions	2,500	2,500	-	-	0.00%	2,500	-100.00%
433240	Special Event Permits	500	500	-	360	72.00%	360	0.00%
433245	Sign/Ban'R/Gar Sa/Temp Use Per	4,000	4,000	610	2,265	56.63%	905	150.28%
433250	Ministerial Services	12,000	12,000	860	3,180	26.50%	4,115	-22.72%
433260	Landscape Plan Check	1,500	1,500	-	325	21.67%	975	-66.67%

FEES AND PERMITS
September 2023 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
433270	General Plan Maint Surcharge	10,000	10,000	3,255	12,495	124.95%	2,520	395.83%
433285	Other Developmental Fees	-	-	-	-	0.00%	2,185	-100.00%
433305	General Recreation Programs	52,000	52,000	9,393	20,415	39.26%	17,624	15.84%
433315	Sports Fields	22,000	22,000	1,550	6,155	27.98%	4,883	26.05%
437115	Recycling Fees	87,700	87,700	22,140	22,140	25.25%	-	0.00%
430505	New/Moved Bus Lic Appl Rev	34,700	34,700	2,310	7,830	22.56%	7,870	-0.51%
430510	Business Tax Renewal Process	125,500	125,500	690	3,030	2.41%	2,400	26.25%
430515	SB 1186	2,175	2,175	(305)	75	3.45%	481	-84.41%
FEES AND PERMITS - TOTAL		\$ 2,791,875	\$ 2,791,875	\$ 168,721	\$ 785,362	28.13%	\$ 507,903	54.63%

* = Actual data is reported through September.

FINES AND FORFEITURES
September 2023 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
434100	General Fines	\$ 6,700	\$ 6,700	\$ (83)	\$ (62)	-0.93%	\$ 127	-148.82%
434105	Motor Vehicle Fines	85,000	85,000	9,041	11,990	14.11%	9,730	23.23%
434110	Parking Citations	270,000	270,000	26,887	39,533	14.64%	26,049	51.76%
434115	DMV Parking Collections	71,000	71,000	6,239	10,627	14.97%	13,087	-18.80%
434120	Administrative Citations	10,000	10,000	100	500	5.00%	3,218	-84.46%
FINES AND FORFEITURES - TOTAL		\$ 442,700	\$ 442,700	\$ 42,184	\$ 62,588	14.14%	\$ 52,211	19.88%

* = Actual data is reported through September.

USE OF MONEY AND PROPERTY
September 2023 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
435100	Interest Earned	\$ 190,000	\$ 190,000	\$ 254,032	\$ 254,032	133.70%	\$ 82,834	206.68%
435110	Unrealized Gains (Losses)	-	-	72,465	72,465	0.00%	(229,950)	-131.51%
435200	Interest on Loan to Landscape District Fund	9,000	9,000	2,378	2,378	26.42%	2,880	-17.43%
436115	Property Rental	7,200	7,200	1,200	3,600	50.00%	-	100.00%
436125	Indoor Facility Rental	164,000	164,000	5,413	28,083	17.12%	56,761	-50.52%
436127	Picnic Shelters	28,000	28,000	5,665	9,075	32.41%	11,948	-24.05%
436135	Pac Bell Mobile Svcs-Rent	21,885	21,885	1,882	5,647	25.80%	7,151	-21.03%
USE OF MONEY AND PROPERTY - TOTAL		\$ 420,085	\$ 420,085	\$ 343,035	\$ 375,280	89.33%	\$ (68,376)	648.85%

* = Actual data is reported through September.

MISCELLANEOUS REVENUE
September 2023 General Fund Revenues (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year To Date Actual *			
101	General Fund							
437100	Sale Of Publications	\$ -	\$ -	\$ -	\$ 102	0.00%	\$ 1	10100.00%
437105	Firework Services	475	475	-	-	0.00%	-	0.00%
437125	Donations	-	1,750	9	9	0.51%	-	0.00%
437130	Insurance Reimbursement	-	5,576	-	326	5.85%	-	100.00%
437135	Expense Reimbursement	15,000	15,000	-	19,642	130.95%	69	28366.67%
437137	Loan Repayment from Landscape Maintenance District	135,480	135,480	-	-	0.00%	-	0.00%
437195	Other Revenue	30,000	30,000	1,808	1,973	6.58%	2,062	-4.32%
MISCELLANEOUS REVENUE - TOTAL		\$ 180,955	\$ 188,281	\$ 1,817	\$ 22,052	11.71%	\$ 3,640	505.82%

* = Actual data is reported through September.

TRANSFERS IN
September 2023 General Fund Revenues (25% of year)

		FY 2023/24							
		FY 2023/24	FY 2023/24	Activity					% Change
Acct. No.	Description	Adopted	Amended	During	Year To Date	Percent of	FY 2022/23		From
		Budget	Budget	September	Actual *	Budget	Actual*		Prior Year
101	General Fund								
439211	Transfer From Gas Tax Fund	\$ 140,000	\$ 140,000	\$ 11,667	\$ 35,000	25.00%	\$ 51,250		-31.71%
439223	Transfer From Protective Services Fund	382,000	382,000	(2,058)	4,001	1.05%	7,730		-48.24%
439242	Transfer Fr Supp Law Enf Grant	160,000	160,000	13,333	40,000	25.00%	37,500		6.67%
	TRANSFERS IN - TOTAL	\$ 682,000	\$ 682,000	\$ 22,942	\$ 79,001	11.58%	\$ 96,480		-18.12%

* = Actual data is reported through September.

City of Stanton
September 2023 General Fund Expenditures (25% of year)

Division		FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24 Activity		Percent of Budget	FY 2022/23 Actual*	% Change from Prior Year
				During September	Year to Date Actual *			
No.	Description	Budget	Budget	September	Actual *	Budget	Actual*	Year
1100	City Council	\$ 129,105	\$ 129,105	\$ 4,577	\$ 49,241	38.14%	\$ 43,363	13.56%
1200	City Attorney	300,000	300,000	79,965	79,965	26.66%	293	27191.81%
1300	City Manager	588,165	593,265	46,205	138,943	23.42%	106,808	30.09%
1400	City Clerk	206,565	217,565	14,736	50,921	23.40%	36,500	39.51%
1410	Personnel/Risk Management	280,410	294,865	18,274	72,086	24.45%	45,780	57.46%
1510	Information Technology	1,039,515	1,147,749	47,817	263,597	22.97%	226,003	16.63%
	Administration	2,543,760	2,682,549	211,574	654,753	24.41%	458,747	42.73%
1500	Finance	1,080,775	1,087,825	73,004	228,193	20.98%	225,551	1.17%
1600	Non-Dept (excludes Transfers)	390,000	390,000	-	-	0.00%	-	0.00%
	Finance	1,470,775	1,477,825	73,004	228,193	15.44%	225,551	1.17%
1520	Emergency Preparedness	5,000	5,000	-	-	0.00%	-	0.00%
2100	Law Enforcement	14,655,075	14,720,326	1,092,525	3,271,580	22.22%	3,264,860	0.21%
2200	Fire Protection	5,549,765	5,549,765	1,373,776	1,373,776	24.75%	1,315,788	4.41%
2230	Contractual Ambulance Svcs	2,500	2,500	-	-	0.00%	330	-100.00%
2300	Homeless Prevention	422,385	393,785	15,089	50,670	12.87%	-	100.00%
2400	Animal Control Services	211,015	211,015	51,051	68,068	32.26%	16,207	319.99%
2500	Public Safety-Other	213,125	212,975	10,845	88,384	41.50%	42,052	110.18%
4300	Parking Control	258,050	272,105	25,311	62,457	22.95%	47,716	30.89%
6200	Code Enforcement	622,955	637,650	51,401	141,666	22.22%	141,193	0.34%
	Public Safety	21,939,870	22,005,121	2,619,998	5,056,601	22.98%	4,828,146	4.73%
3000	Public Works Administration	607,060	607,060	40,869	159,627	26.30%	151,665	5.25%
3100	Engineering	491,025	488,025	20,432	74,272	15.22%	42,903	73.12%
3200	Public Facilities	649,865	649,865	54,455	103,206	15.88%	124,296	-16.97%
3300	Crossing Guard	46,000	46,000	2,434	4,456	9.69%	2,349	89.70%
3400	Parks Maintenance	503,140	508,716	63,421	103,287	20.30%	71,822	43.81%
3500	Street Maintenance	477,045	498,704	36,653	80,866	16.22%	76,516	5.69%
3600	Storm Drains	170,800	170,800	5,267	5,267	3.08%	583	803.43%

* = Actual data is reported through September.

City of Stanton
September 2023 General Fund Expenditures (25% of year)

Division		FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		Percent of Budget	FY 2022/23 Actual*	% Change from Prior Year
				Activity During September	Year to Date Actual *			
No.	Description	Budget	Budget	September	Actual *	Budget	Actual*	Year
6300	Graffiti Abatement	129,800	129,800	4,716	17,314	13.34%	16,843	2.80%
	Public Works	3,074,735	3,098,970	228,247	548,295	17.69%	486,977	12.59%
4000	Community Development Administration	389,890	389,890	16,262	104,251	26.74%	104,415	-0.16%
4100	Planning	515,740	710,645	23,148	68,786	9.68%	65,662	4.76%
4200	Building Regulation	602,190	598,190	6,333	18,080	3.02%	21,225	-14.82%
4400	Economic Development	12,500	12,500	-	319	2.55%	707	-54.88%
	Community Development	1,520,320	1,711,225	45,743	191,436	11.19%	192,009	-0.30%
5000	Public Information Office	116,640	196,840	21,033	56,147	28.52%	25,538	119.86%
5100	Community Services Administration	660,400	662,150	39,174	152,444	23.02%	170,663	-10.68%
5200	Community Center Operations	134,605	292,785	11,050	21,336	7.29%	24,223	-11.92%
5300	Park Operations	360,365	360,365	25,023	81,222	22.54%	61,319	32.46%
5400	Senior Citizen Programs	77,535	77,535	4,063	13,088	16.88%	11,136	17.53%
5500	Recreation Programs	105,230	105,230	17,248	42,716	40.59%	20,603	107.33%
	Community Services	1,454,775	1,694,905	117,591	366,953	21.65%	313,482	17.06%
	Transfer to FACT Grant	46,865	46,865	2,178	6,408	13.67%	9,670	-33.73%
	Transfer to Senior Transportation Fund	9,420	9,420	-	69	0.73%	2,310	-97.01%
	Transfer to SCP Maintenance	64,775	64,775	5,398	16,194	25.00%	14,800	9.42%
	Transfer to Capital Projects Fund	660,000	1,484,916	-	4,345	0.29%	-	100.00%
	Transfers to Other Funds	781,060	1,605,976	7,576	27,016	1.68%	26,780	0.88%
	TOTAL EXPENDITURES	\$ 32,785,295	\$ 34,276,571	\$ 3,303,733	\$ 7,073,247	20.64%	\$ 6,531,692	8.29%

* = Actual data is reported through September.

Administration - Shin-Heydorn
September 2023 General Fund Expenditures (25% of year)

		FY 2023/24							
		FY 2023/24	FY 2023/24	Activity				FY 2022/23	% Change
Acct. No.	Description	Adopted	Amended	During	Year to Date	% of Budget		Actual*	From Prior
		Budget	Budget	September	Actual *				Year
101	General Fund								
1100	City Council								
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,023	\$ 12,019	23.02%	\$ 14,091	-14.70%	
502115	Unemployment Insurance	1,120	1,120	-	-	0.00%	-	0.00%	
502120	Medicare/Fica	755	755	58	174	23.05%	203	-14.29%	
502130	Other Benefit Charges	750	750	4	11	1.47%	122	-90.98%	
602100	Special Dept Expense	10,100	10,100	319	3,575	35.40%	2,925	22.22%	
602110	Office Expense	2,000	2,000	98	98	4.90%	98	0.00%	
607100	Membership/Dues	43,950	43,950	-	27,873	63.42%	22,335	24.80%	
607110	Travel/Conference/Meetings	15,000	15,000	75	2,765	18.43%	1,200	130.42%	
612115	Liability Insurance Charge	3,230	3,230	-	2,726	84.40%	2,389	14.11%	
1100	City Council Total	129,105	129,105	4,577	49,241	38.14%	43,363	13.56%	
1200	City Attorney								
608105	Professional Services	300,000	300,000	79,965	79,965	26.66%	293	27191.81%	
1200	City Attorney Total	300,000	300,000	79,965	79,965	26.66%	293	27191.81%	
1300	City Manager								
501110	Salaries-Regular	353,525	358,525	25,202	75,380	21.03%	51,781	45.57%	
501115	Salaries-Overtime	500	500	-	-	0.00%	-	0.00%	
502100	Retirement	66,695	66,695	5,483	16,425	24.63%	14,108	16.42%	
502105	Workers Comp Insurance	5,275	5,275	421	1,259	23.87%	953	32.11%	
502110	Health/Life Insurance	26,625	26,625	2,128	5,320	19.98%	4,133	28.72%	
502111	Medical In-Lieu Pay	4,200	4,200	355	888	21.14%	150	492.00%	
502115	Unemployment Insurance	505	505	-	-	0.00%	137	-100.00%	
502120	Medicare/Fica	4,775	4,875	361	1,083	22.22%	727	48.97%	
502130	Other Benefit Charges	35	35	23	68	194.29%	456	-85.09%	
602110	Office Expense	10,600	10,600	60	813	7.67%	1,253	-35.12%	

* = Actual data is reported through September.

Administration - Shin-Heydorn
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
1300	City Manager, Continued							
602115	Postage	200	200	-	19	9.50%	5	280.00%
602120	Books/Periodicals	100	100	-	-	0.00%	-	0.00%
607100	Membership/Dues	1,000	1,000	-	475	47.50%	432	9.95%
607110	Travel/Conference/Meetings	4,800	4,800	-	-	0.00%	600	-100.00%
608105	Professional Services	78,000	78,000	12,000	12,000	15.38%	12,000	0.00%
612105	Vehicle Replacement Charge	2,065	2,065	172	516	24.99%	515	0.19%
612115	Liability Insurance Charge	29,265	29,265	-	24,697	84.39%	19,558	26.28%
1300	City Manager Total	588,165	593,265	46,205	138,943	23.42%	106,808	30.09%
1400	City Clerk							
501110	Salaries-Regular	124,505	124,505	9,517	28,551	22.93%	26,642	7.17%
501115	Salaries-Overtime	500	500	50	150	30.00%	-	100.00%
502100	Retirement	35,275	35,275	2,925	8,774	24.87%	9,357	-6.23%
502105	Workers Comp Insurance	1,965	1,965	159	477	24.27%	490	-2.65%
502110	Health/Life Insurance	20,535	20,535	1,676	4,186	20.38%	3,935	6.38%
502111	Medical In-Lieu Pay	-	-	5	13	0.00%	-	100.00%
502115	Unemployment Insurance	245	245	-	-	0.00%	-	0.00%
502120	Medicare/Fica	1,790	1,790	134	405	22.63%	374	8.29%
502130	Other Benefit Charges	15	15	9	26	173.33%	234	-88.89%
602110	Office Expense	2,250	2,250	129	369	16.40%	180	105.00%
602115	Postage	500	500	84	229	45.80%	122	87.70%
602120	Books/Periodicals	100	100	-	-	0.00%	-	0.00%
607100	Membership/Dues	415	415	-	250	60.24%	415	-39.76%
607110	Travel/Conference/Meetings	1,200	1,200	-	-	0.00%	-	0.00%
608105	Professional Services	6,000	6,000	-	-	0.00%	(10,810)	-100.00%
608135	Microfilming	-	11,000	-	-	0.00%	-	0.00%

* = Actual data is reported through September.

Administration - Shin-Heydorn
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		% of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
1400	City Clerk, Continued							
607115	Training	2,500	2,500	-	1,275	51.00%	-	100.00%
608140	Elections	1,000	1,000	-	-	0.00%	-	0.00%
612105	Vehicle Replacement Charge	575	575	48	144	25.04%	133	8.27%
612115	Liability Insurance Charge	7,195	7,195	-	6,072	84.39%	5,428	11.86%
1400	City Clerk Total	206,565	217,565	14,736	50,921	23.40%	36,500	39.51%
1510	Information Technology							
501110	Salaries-Regular	101,935	101,935	7,550	22,651	22.22%	19,543	15.90%
501115	Salaries-Overtime	6,000	6,000	-	2,501	41.68%	4,702	-46.81%
502100	Retirement Charges	28,070	28,070	2,320	6,961	24.80%	7,095	-1.89%
502105	Workers Comp Insurance	1,560	1,560	126	378	24.23%	384	-1.56%
502110	Health/Life Insurance	17,335	17,335	1,423	3,562	20.55%	3,319	7.32%
502115	Unemployment Insurance	225	225	-	-	0.00%	-	0.00%
502120	Medicare/Fica	1,425	1,425	98	337	23.65%	330	2.12%
502130	Other Benefit Charges	15	15	7	20	133.33%	184	-89.13%
602140	Materials & Supplies	15,000	15,000	-	174	1.16%	2,813	93.81%
603105	Equipment Maintenance	50,000	50,000	8,806	8,806	17.61%	12,781	31.10%
604100	Communications	112,500	112,500	8,358	19,649	17.47%	17,554	11.93%
607100	Membership/Dues	35,410	35,410	472	1,409	3.98%	-	100.00%
608100	Contractual Services	358,575	466,809	18,155	191,049	40.93%	134,720	41.81%
612105	Vehicle Replacement Charge	6,020	6,020	502	1,505	25.00%	1,389	8.35%
612115	Liability Insurance Charge	5,445	5,445	-	4,595	84.39%	3,976	15.57%
701050	Computer Software	300,000	300,000	-	-	0.00%	17,213	-100.00%
1510	Information Technology Total	1,039,515	1,147,749	47,817	263,597	22.97%	226,003	16.63%
TOTAL ADMINISTRATION-SHIN-HEYDORN		\$ 2,263,350	\$ 2,387,684	\$ 193,300	\$ 582,667	24.40%	\$ 412,967	41.09%

* = Actual data is reported through September.

Administration - Guzman
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
101	General Fund							
1410	Personnel/Risk Management							
501110	Salaries-Regular	\$ 123,500	\$ 123,500	\$ 7,023	\$ 24,741	20.03%	\$ 24,132	2.52%
501120	Salaries-Part-Time	47,795	60,595	4,380	20,518	33.86%	-	100.00%
502100	Retirement	29,720	31,165	1,667	8,080	25.93%	5,966	35.43%
502105	Workers Comp Insurance	2,575	2,575	190	756	29.36%	444	70.27%
502110	Health/Life Insurance	17,845	17,845	1,730	4,326	24.24%	3,353	29.02%
502115	Unemployment Insurance	450	450	-	-	0.00%	-	0.00%
502120	Medicare/FICA	2,400	2,610	159	640	24.52%	339	88.79%
502125	Leave Disbursals	-	-	-	-	0.00%	-	0.00%
502130	Other Benefit Charges	30	30	10	41	136.67%	212	-80.66%
602110	Office Expense	1,400	1,400	-	133	9.50%	611	-78.23%
602115	Postage	200	200	29	45	22.50%	41	9.76%
607100	Membership/Dues	725	725	300	525	72.41%	150	250.00%
607110	Travel/Conference/Meetings	2,000	2,000	-	-	0.00%	-	0.00%
607115	Training	6,000	6,000	139	(185)	0.00%	-	0.00%
607120	Education Reimbursement Program	10,000	10,000	1,250	1,250	12.50%	-	100.00%
608105	Professional Services	13,750	13,750	530	3,505	25.49%	4,409	-20.50%
608125	Advertising/ Business Dev't	2,200	2,200	-	-	0.00%	375	-100.00%
609125	Employee/Volunteer Recognition	12,000	12,000	822	1,429	11.91%	554	157.94%
612105	Vehicle Replacement Charge	535	535	45	134	25.05%	124	8.06%
612115	Liability Insurance Charge	7,285	7,285	-	6,148	84.39%	5,070	21.26%
TOTAL ADMINISTRATION-GUZMAN		\$ 280,410	\$ 294,865	\$ 18,274	\$ 72,086	24.45%	\$ 45,780	57.46%

* = Actual data is reported through September.

Finance-Bannigan
September 2023 General Fund Expenditures (25% of year)

		FY 2023/24						
		FY 2023/24	FY 2023/24	Activity				% Change
Acct. No.	Description	Adopted	Amended	During	Year to Date		FY 2022/23	From Prior
		Budget	Budget	September	Actual *	% of Budget	Actual*	Year
101	General Fund							
1500	Finance							
501110	Salaries-Regular	\$ 616,015	\$ 616,015	\$ 37,801	\$ 111,069	18.03%	\$ 120,293	-7.67%
501115	Salaries-Overtime	1,000	1,000	284	345	34.50%	133	159.40%
501120	Salaries-Part Time	64,810	64,810	4,574	13,456	20.76%	12,458	8.01%
502100	Retirement	117,395	117,395	8,347	24,613	20.97%	32,653	-24.62%
502105	Workers Comp Insurance	10,255	10,255	708	2,080	20.28%	2,444	-14.89%
502110	Health/Life Insurance	78,245	78,245	6,085	14,495	18.53%	10,290	40.86%
502111	Medical In-Lieu Pay	5,285	5,285	106	358	6.77%	1,155	-69.00%
502115	Unemployment Insurance	1,895	1,895	26	194	10.24%	157	23.57%
502120	Medicare/FICA	9,520	9,520	515	1,516	15.92%	1,669	-9.17%
502130	Other Benefit Charges	520	520	38	112	21.54%	1,065	-89.48%
602110	Office Expense	6,000	6,000	(3,715)	(3,385)	-56.42%	49	-7008.16%
602115	Postage	3,500	3,500	99	335	9.57%	326	2.76%
602120	Books/Periodicals	100	100	-	-	0.00%	65	-100.00%
607100	Membership/Dues	1,100	1,100	-	25	2.27%	595	-95.80%
607105	Mileage Reimbursement	100	100	-	-	0.00%	-	0.00%
607110	Travel/Conference/Meetings	5,845	5,845	180	180	3.08%	-	100.00%
607115	Training	1,400	1,400	(199)	91	6.50%	774	-88.24%
608105	Professional Services	86,180	93,230	15,543	21,627	23.20%	5,963	262.69%
608107	Financial Services	20,600	20,600	1,973	5,990	29.08%	4,904	22.15%
611116	Payment to Other Agencies	1,000	1,000	-	-	0.00%	-	0.00%
612105	Vehicle Replacement Charge	3,345	3,345	279	836	24.99%	776	7.73%
612115	Liability Insurance Charge	40,165	40,165	-	33,896	84.39%	29,482	14.97%
1500	Finance Total	1,074,275	1,081,325	72,644	227,833	21.07%	225,251	1.15%

* = Actual data is reported through September.

Finance-Bannigan
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		% of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
1600	Non-Departmental							
610235	Economic Development Loan Repayment	350,000	350,000	-	-	0.00%	-	0.00%
611105	Revenue Sharing-City of Anaheim	40,000	40,000	-	-	0.00%	-	0.00%
1600	Non-Departmental Total	390,000	390,000	-	-	0.00%	-	0.00%
101	GENERAL FUND TOTAL	\$ 1,464,275	\$ 1,471,325	\$ 72,644	\$ 227,833	15.48%	\$ 225,251	1.15%
102	General Fund (Transactions & Use Tax)							
1500	Finance							
608105	Professional Services	6,500	6,500	360	360	5.54%	300	20.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ 6,500	\$ 6,500	\$ 360	\$ 360	5.54%	\$ 300	20.00%
	TOTAL FINANCE	\$ 1,470,775	\$ 1,477,825	\$ 73,004	\$ 228,193	15.44%	\$ 225,551	1.17%

* = Actual data is reported through September.

Public Safety-Wren
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		% of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
101	General Fund							
1520	Emergency Services							
602140	Materials & Supplies	\$ 5,000	\$ 5,000	\$ -	\$ -	0.00%	\$ -	0.00%
1520	Emergency Services	5,000	5,000	-	-	0.00%	-	0.00%
2100	Law Enforcement							
602100	Special Dept Expense	1,500	2,500	234	1,245	49.80%	458	171.83%
602110	Office Expense	4,000	3,000	116	278	9.27%	1,175	-76.34%
602145	Gas/Oil/Lube	3,000	3,000	222	345	11.50%	59	484.75%
604100	Communications	44,000	44,000	139	10,321	23.46%	7,769	32.85%
608100	Contractual Services	18,700	18,700	1,425	4,275	22.86%	4,539	-5.82%
608160	O.C.S.D. Contract	10,130,355	10,195,606	719,262	2,141,736	21.01%	2,287,296	-6.36%
612105	Vehicle Replacement Charge	6,020	6,020	502	1,505	25.00%	1,389	8.35%
2100	Law Enforcement Total	10,207,575	10,272,826	721,900	2,159,705	21.02%	2,302,685	-6.21%
2200	Fire Protection							
602100	Special Department Expense	45,950	45,950	-	-	0.00%	-	0.00%
608185	O.C.F.A. Contract	4,003,815	4,003,815	995,558	995,558	24.87%	862,570	15.42%
2200	Fire Protection Total	4,049,765	4,049,765	995,558	995,558	24.58%	862,570	15.42%
2230	Ambulance Services							
608190	Contractual Ambulance Svcs	2,500	2,500	-	-	0.00%	330	-100.00%
2230	Ambulance Services Total	2,500	2,500	-	-	0.00%	330	-100.00%
2300	Homeless Prevention							
501110	Salaries-Regular	307,350	280,195	11,204	38,328	13.68%	-	100.00%
502100	Retirement	55,635	55,635	2,122	7,194	12.93%	-	100.00%
502105	Workers Comp Insurance	4,665	4,245	187	640	15.08%	-	100.00%
502110	Health/Life Insurance	45,215	44,815	1,050	2,949	6.58%	-	100.00%
502111	Medical In-Lieu Pay	4,200	4,200	350	875	20.83%	-	100.00%
502115	Unemployment Insurance	895	670	-	85	12.69%	-	100.00%

* = Actual data is reported through September.

Public Safety-Wren
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		% of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
2300	Homeless Prevention, Continued							
502120	Medicare/Fica	4,365	3,965	166	565	14.25%	-	100.00%
502130	Other Benefits	60	60	10	34	56.67%	-	100.00%
2300	Homeless Prevention Total	422,385	393,785	15,089	50,670	12.87%	-	100.00%
2400	Animal Control Services							
608170	Animal Control Services	211,015	211,015	51,051	68,068	32.26%	16,207	319.99%
2400	Animal Control Services Total	211,015	211,015	51,051	68,068	32.26%	16,207	319.99%
2500	Public Safety-Other							
501110	Salaries-Regular	106,670	106,670	7,692	23,006	21.57%	13,682	68.15%
502100	Retirement Charges	22,200	22,200	1,878	5,625	25.34%	3,511	60.21%
502105	Workers Comp Insurance	1,550	1,550	128	384	24.77%	252	52.38%
502110	Health/Life Insurance	5,840	5,840	458	1,147	19.64%	88	1203.41%
502111	Medical In-Lieu Pay	2,100	2,100	184	460	21.90%	438	5.02%
502115	Unemployment Insurance	190	190	-	-	0.00%	-	0.00%
502120	Medicare/FICA	1,445	1,445	114	340	23.53%	205	65.85%
502130	Other Benefit Charges	15	15	7	21	140.00%	120	-82.50%
602110	Office Expense	1,200	845	28	226	26.75%	193	17.10%
602115	Postage	250	100	-	-	0.00%	-	0.00%
602130	Clothing	4,500	4,500	-	-	0.00%	-	0.00%
607115	Training	700	700	-	-	0.00%	-	0.00%
608100	Contractual Services	4,680	4,680	-	4,678	99.96%	4,678	0.00%
612115	Liability Insurance Charge	61,785	61,785	-	52,141	84.39%	18,885	176.10%
702100	Office Furniture	-	355	356	356	100.28%	-	100.00%
2500	Public Safety-Other Total	213,125	212,975	10,845	88,384	41.50%	42,052	110.18%
4300	Parking Control							
501110	Salaries-Regular	141,145	141,145	10,257	30,741	21.78%	28,565	7.62%
502115	Salaries-Overtime	100	100	-	-	0.00%	50	-100.00%

* = Actual data is reported through September.

Public Safety-Wren
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		% of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
4300	Parking Control, Continued							
501120	Salaries-Part Time	15,715	29,295	5,491	9,165	31.29%	3,314	176.55%
502100	Retirement	30,545	30,545	2,506	7,514	24.60%	9,547	-21.29%
502105	Workers Comp Insurance	2,340	2,550	263	666	26.12%	610	9.18%
502110	Health/Life Insurance	16,605	16,730	1,339	3,347	20.01%	1,823	83.60%
502111	Medical In-Lieu Pay	1,200	1,200	98	257	21.42%	868	-70.39%
502115	Unemployment Insurance	415	530	17	39	7.36%	-	100.00%
502120	Medicare/FICA	2,175	2,375	228	578	24.34%	471	22.72%
502130	Other Benefit Charges	95	170	14	36	21.18%	254	-85.83%
602110	Office Expense	3,500	3,500	-	2,974	84.97%	-	100.00%
602115	Postage	500	250	18	51	20.40%	67	-23.88%
604100	Communications	680	680	51	54	7.94%	481	-88.77%
608105	Professional Services	31,000	31,000	4,026	4,026	12.99%	-	100.00%
612105	Vehicle Replacement Charge	12,035	12,035	1,003	3,009	25.00%	1,666	80.61%
4300	Parking Control Total	258,050	272,105	25,311	62,457	22.95%	47,716	30.89%
6200	Code Enforcement							
501110	Salaries-Regular	422,690	422,690	30,850	92,450	21.87%	89,542	3.25%
502115	Salaries-Overtime	100	100	-	-	0.00%	-	0.00%
501120	Salaries-Part Time	15,715	29,290	5,491	9,165	31.29%	3,314	176.55%
502100	Retirement	88,765	88,765	7,293	21,868	24.64%	26,093	-16.19%
502105	Workers Comp Insurance	6,540	6,750	607	1,697	25.14%	1,709	-0.70%
502110	Health/Life Insurance	45,470	45,595	3,656	9,142	20.05%	10,096	-9.45%
502111	Medical In-Lieu Pay	3,300	3,300	276	702	21.27%	956	-26.57%
502115	Unemployment Insurance	1,075	1,185	17	39	3.29%	-	100.00%
502120	Medicare/FICA	6,125	6,325	528	1,477	23.35%	1,338	10.39%
502130	Other Benefit Charges	140	215	33	91	42.33%	790	-88.48%
602110	Office Expense	2,000	1,354	5	31	2.29%	878	-96.47%

* = Actual data is reported through September.

Public Safety-Wren
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		% of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
6200	Code Enforcement, Continued							
602115	Postage	500	900	244	597	66.33%	144	314.58%
602160	Code Enforcement Equipment	6,000	6,000	105	105	1.75%	-	100.00%
603105	Equipment Maintenance	1,000	1,000	-	-	0.00%	-	0.00%
607100	Membership/Dues	600	600	-	-	0.00%	-	0.00%
607115	Training	900	900	-	-	0.00%	425	-100.00%
608100	Contractual Services	4,000	4,000	315	315	7.88%	630	-50.00%
608105	Professional Services	6,000	6,000	332	332	5.53%	-	100.00%
612105	Vehicle Replacement Charge	12,035	12,035	1,003	3,009	25.00%	5,278	-42.99%
702100	Office Furniture	-	646	646	646	100.00%	-	100.00%
6200	Code Enforcement Total	622,955	637,650	51,401	141,666	22.22%	141,193	0.34%
101	GENERAL FUND TOTAL	\$ 15,992,370	\$ 16,057,621	\$ 1,871,155	\$ 3,566,508	22.21%	\$ 3,412,753	4.51%
102	General Fund (Transactions & Use Tax)							
2100	Law Enforcement							
608160	O.C.S.D. Contract	4,447,500	4,447,500	370,625	1,111,875	25.00%	962,175	15.56%
2100	Law Enforcement Total	4,447,500	4,447,500	370,625	1,111,875	25.00%	962,175	15.56%
2200	Fire Protection							
608185	O.C.F.A. Contract	1,500,000	1,500,000	378,218	378,218	25.21%	453,218	-16.55%
2200	Fire Protection Total	1,500,000	1,500,000	378,218	378,218	25.21%	453,218	-16.55%
102	TRANSACTIONS AND USE TAX TOTAL	\$ 5,947,500	\$ 5,947,500	\$ 748,843	\$ 1,490,093	25.05%	\$ 1,415,393	5.28%
	TOTAL PUBLIC SAFETY	\$ 21,939,870	\$ 22,005,121	\$ 2,619,998	\$ 5,056,601	22.98%	\$ 4,828,146	4.73%

* = Actual data is reported through September.

Public Works-Rangel
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24		FY 2023/24		FY 2023/24		FY 2022/23	% Change From Prior Year
		Adopted Budget		Amended Budget		Activity During September	Year to Date Actual *	Actual*	
101	General Fund								
3000	Public Works Administration								
501110	Salaries-Regular	\$ 391,825	\$	391,825	\$	27,683	\$ 82,226	20.99%	\$ 82,641 -0.50%
501120	Salaries-Part Time	18,615		18,615		1,564	4,804	25.81%	4,464 7.62%
502100	Retirement Charges	68,640		68,640		5,750	17,102	24.92%	19,594 -12.72%
502105	Workers Comp Insurance	5,920		5,920		488	1,453	24.54%	1,549 -6.20%
502110	Health/Life Insurance	54,220		54,220		4,320	10,793	19.91%	7,532 43.30%
502111	Medical In-Lieu Pay	600		600		46	138	23.00%	875 -84.23%
502115	Unemployment Insurance	895		895		-	-	0.00%	176 -100.00%
502120	Medicare/FICA	5,540		5,540		414	1,237	22.33%	1,255 -1.43%
502130	Other Benefit Charges	195		195		26	78	40.00%	728 -89.29%
602110	Office Expense	2,000		2,000		73	73	3.65%	- 100.00%
602115	Postage	200		200		3	14	7.00%	123 -88.62%
602120	Books/Periodicals	200		200		-	-	0.00%	- 0.00%
607100	Membership/Dues	1,750		1,750		-	-	0.00%	- 0.00%
607110	Travel/Conference/Meetings	1,800		1,800		-	-	0.00%	521 -100.00%
607115	Training	1,000		1,000		-	-	0.00%	- 0.00%
612105	Vehicle Replacement Charge	6,020		6,020		502	1,505	25.00%	1,389 8.35%
612115	Liability Insurance Charge	47,640		47,640		-	40,204	84.39%	30,818 30.46%
3000	Public Works Administration Total	607,060		607,060		40,869	159,627	26.30%	151,665 5.25%
3100	Engineering								
501110	Salaries-Regular	80,040		80,040		7,739	23,109	28.87%	14,627 57.99%
501115	Salaries-Overtime	1,500		1,500		-	-	0.00%	3,083 -100.00%
501120	Salaries-Part Time	-		98,630		7,851	20,362	20.64%	- 100.00%
502100	Retirement	14,515		31,590		2,149	6,176	19.55%	3,798 62.61%
502105	Workers Comp Insurance	1,240		2,810		260	726	25.84%	285 154.74%

* = Actual data is reported through September.

Public Works-Rangel
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
3100	Engineering, Continued							
502110	Health/Life Insurance	8,855	9,775	839	2,104	21.52%	1,487	41.49%
502111	Medical In-Lieu Pay	-	-	23	57	0.00%	50	14.00%
502115	Unemployment Insurance	180	405	-	126	31.11%	-	100.00%
502120	Medicare/FICA	1,145	2,575	226	629	24.43%	257	144.75%
502130	Other Benefit Charges	10	160	14	39	24.38%	136	-71.32%
602120	Books/Periodicals	-	-	-	-	0.00%	159	-100.00%
602130	Clothing	-	915	249	911	99.56%	-	100.00%
602140	Materials & Supplies	2,000	1,085	-	-	0.00%	-	0.00%
608105	Professional Services	120,000	-	-	-	0.00%	-	0.00%
608110	Engineering Services	206,320	206,320	-	15,840	7.68%	17,355	-8.73%
608115	Inspection Services	15,000	15,000	480	1,320	8.80%	-	100.00%
608120	Plan Checking Services	30,000	30,000	-	1,068	3.56%	-	100.00%
608135	Microfilming	3,000	-	-	-	0.00%	-	0.00%
612105	Vehicle Replacement Charge	7,220	7,220	602	1,805	25.00%	1,666	8.34%
3100	Engineering Total	491,025	488,025	20,432	74,272	15.22%	42,903	73.12%
3200	Public Facilities							
501110	Salaries-Regular	61,760	61,760	5,549	14,682	23.77%	18,274	-19.66%
501115	Salaries-Overtime	2,000	2,000	-	791	39.55%	417	89.69%
502100	Retirement	10,665	10,665	1,048	2,767	25.94%	4,544	-39.11%
502105	Workers Comp Insurance	925	925	93	245	26.49%	339	-27.73%
502110	Health/Life Insurance	10,235	10,235	708	1,643	16.05%	2,044	-19.62%
502111	Medical In-Lieu Pay	420	420	193	403	95.95%	-	100.00%
502115	Unemployment Insurance	235	235	2	46	19.57%	-	100.00%
502120	Medicare/FICA	860	860	83	230	26.74%	271	-15.13%
502130	Other Benefit Charges	15	15	5	13	86.67%	162	-91.98%

* = Actual data is reported through September.

Public Works-Rangel
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
3200	Public Facilities, Continued							
602100	Special Dept Expense	-	-	-	-	0.00%	29	-100.00%
602110	Office Expense	9,000	9,000	1,069	1,562	17.36%	138	1031.88%
602130	Clothing	7,100	7,100	237	2,087	29.39%	2,055	1.56%
602135	Safety Equipment	500	500	-	141	28.20%	-	100.00%
602140	Materials & Supplies	10,500	10,500	276	713	6.79%	225	216.89%
603105	Equipment Maintenance	-	-	-	-	0.00%	10,226	-100.00%
603110	Building Maintenance	127,240	127,240	4,981	18,776	14.76%	18,277	2.73%
604100	Communications	9,000	9,000	-	877	9.74%	415	111.33%
604105	Utilities	175,000	175,000	23,400	24,440	13.97%	39,981	-38.87%
608100	Contractual Services	170,820	170,820	13,570	24,068	14.09%	17,873	34.66%
611110	O.C. Sanitation District User Fee	14,700	14,700	-	-	0.00%	-	0.00%
612105	Vehicle Replacement Charge	38,890	38,890	3,241	9,722	25.00%	9,026	7.71%
3200	Public Facilities Total	649,865	649,865	54,455	103,206	15.88%	124,296	-16.97%
3300	Crossing Guard							
608175	Crossing Guard Services	46,000	46,000	2,434	4,456	9.69%	2,349	89.70%
3300	Crossing Guard Total	46,000	46,000	2,434	4,456	9.69%	2,349	89.70%
3400	Parks Maintenance							
501110	Salaries-Regular	72,420	72,420	7,643	22,624	31.24%	18,758	20.61%
501115	Salaries-Overtime	3,000	3,000	210	621	20.70%	534	16.29%
502100	Retirement	12,655	12,655	1,442	4,274	33.77%	4,663	-8.34%
502105	Workers Comp Insurance	1,100	1,100	128	378	34.36%	350	8.00%
502110	Health/Life Insurance	12,975	12,975	1,124	2,627	20.25%	2,403	9.32%
502111	Medical In-Lieu Pay	210	210	105	219	104.29%	175	25.14%
502115	Unemployment Insurance	280	280	3	80	28.57%	-	100.00%
502120	Medicare/Fica	1,020	1,020	115	340	33.33%	282	20.57%

* = Actual data is reported through September.

Public Works-Rangel
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
3400	Parks Maintenance, Continued							
502130	Other Benefit Charges	20	20	7	20	100.00%	167	-88.02%
602100	Special Dept Expense	13,000	13,000	-	461	3.55%	617	-25.28%
603105	Equipment Maintenance	17,000	17,000	362	985	5.79%	660	49.24%
604105	Utilities	185,000	185,000	19,597	32,342	17.48%	27,176	19.01%
605100	Land Lease	7,000	7,000	-	4,026	57.51%	2,661	51.30%
608100	Contractual Services	167,830	173,406	31,882	31,882	18.39%	11,154	185.83%
612105	Vehicle Replacement Charge	9,630	9,630	803	2,408	25.01%	2,222	8.37%
3400	Parks Maintenance Total	503,140	508,716	63,421	103,287	20.30%	71,822	43.81%
3500	Street Maintenance							
501110	Salaries-Regular	94,260	94,260	5,688	17,136	18.18%	18,803	-8.87%
501115	Salaries-Overtime	5,000	5,000	105	1,075	21.50%	908	18.39%
502100	Retirement	16,400	16,400	1,071	3,217	19.62%	4,702	-31.58%
502105	Workers Comp Insurance	1,420	1,420	95	286	20.14%	354	-19.21%
502110	Health/Life Insurance	13,515	13,515	731	1,988	14.71%	2,621	-24.15%
502111	Medical In-Lieu Pay	1,260	1,260	193	439	34.84%	481	-8.73%
502115	Unemployment Insurance	350	350	3	53	15.14%	-	100.00%
502120	Medicare/FICA	1,330	1,330	87	270	20.30%	293	-7.85%
502130	Other Benefit Charges	25	25	5	15	60.00%	169	-91.12%
602125	Small Tools	6,000	6,000	-	-	0.00%	60	-100.00%
602140	Materials & Supplies	65,000	65,000	7,385	9,037	13.90%	6,364	42.00%
603105	Equipment Maintenance	-	-	-	-	0.00%	137	-100.00%
608100	Contractual Services	210,750	232,409	20,312	44,416	19.11%	38,916	14.13%
612105	Vehicle Replacement Charge	11,735	11,735	978	2,934	25.00%	2,708	8.35%
710190	Pavement Maintenance	50,000	50,000	-	-	0.00%	-	0.00%
3500	Street Maintenance Total	477,045	498,704	36,653	80,866	16.22%	76,516	5.69%

* = Actual data is reported through September.

Public Works-Rangel
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
3600	Storm Drain Maintenance							
603100	Emergency Maintenance Services	10,000	10,000	-	-	0.00%	-	0.00%
608155	Storm Water Monitor Program	160,800	160,800	5,267	5,267	3.28%	583	803.43%
3600	Storm Drain Maintenance Total	170,800	170,800	5,267	5,267	3.08%	583	803.43%
6300	Graffiti Abatement							
501110	Salaries-Regular	61,650	61,650	1,983	7,197	11.67%	6,056	18.84%
501115	Salaries-Overtime	6,000	6,000	699	1,494	24.90%	2,223	-32.79%
502100	Retirement Charges	10,640	10,640	370	1,355	12.73%	1,606	-15.63%
502105	Workers Comp Insurance	915	915	33	120	13.11%	124	-3.23%
502110	Health/Life Insurance	6,450	6,450	147	497	7.71%	1,237	-59.82%
502111	Medical In-Lieu Pay	1,890	1,890	158	396	20.95%	-	100.00%
502115	Unemployment Insurance	235	235	-	9	3.83%	-	100.00%
502120	Medicare/FICA	870	870	41	132	15.17%	120	10.00%
502130	Other Benefit Charges	15	15	2	6	40.00%	59	-89.83%
602140	Materials & Supplies	25,000	25,000	355	3,324	13.30%	2,849	16.67%
603105	Equipment Maintenance	5,000	5,000	-	-	0.00%	-	0.00%
612105	Vehicle Replacement Charge	11,135	11,135	928	2,784	25.00%	2,569	8.37%
6300	Graffiti Abatement Total	129,800	129,800	4,716	17,314	13.34%	16,843	2.80%
TOTAL PUBLIC WORKS		\$ 3,074,735	\$ 3,098,970	\$ 228,247	\$ 548,295	17.69%	\$ 486,977	12.59%

* = Actual data is reported through September.

Community Development-Landavazo
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		% of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
101	General Fund							
4000	Community Development Administration							
501110	Salaries-Regular	\$ 242,125	\$ 242,125	\$ 12,358	\$ 36,895	15.24%	\$ 40,912	-9.82%
502100	Retirement Charges	42,145	42,145	2,604	7,791	18.49%	10,424	-25.26%
502105	Workers Comp Insurance	3,460	3,460	206	616	17.80%	753	-18.19%
502110	Health/Life Insurance	20,225	20,225	801	2,004	9.91%	2,443	-17.97%
502111	Medical In-Lieu Pay	4,200	4,200	16	41	0.98%	-	100.00%
502115	Unemployment Insurance	425	425	-	-	0.00%	-	0.00%
502120	Medicare/FICA	3,290	3,290	179	536	16.29%	579	-7.43%
502130	Other Benefit Charges	30	30	11	33	110.00%	360	-90.83%
602110	Office Expense	2,500	2,500	-	-	0.00%	128	-100.00%
602120	Books/Periodicals	1,200	1,200	-	-	0.00%	-	0.00%
607100	Membership/Dues	1,600	1,600	-	-	0.00%	-	0.00%
607115	Training	1,200	1,200	-	-	0.00%	-	0.00%
612105	Vehicle Replacement Charge	1,045	1,045	87	261	24.98%	241	8.30%
612115	Liability Insurance Charge	66,445	66,445	-	56,074	84.39%	48,358	15.96%
702100	Office Furniture	-	-	-	-	0.00%	217	-100.00%
4000	Community Development Administration To	389,890	389,890	16,262	104,251	26.74%	104,415	-0.16%
4100	Planning							
501110	Salaries-Regular	358,595	358,595	16,454	49,363	13.77%	36,194	36.38%
501115	Salaries-Overtime	1,200	1,200	-	150	12.50%	69	117.39%
501125	Salaries-Appointed	9,000	9,000	692	2,077	23.08%	1,938	7.17%
502100	Retirement	65,970	65,970	3,117	9,350	14.17%	8,959	4.36%
502105	Workers Comp Insurance	5,635	5,635	275	824	14.62%	667	23.54%
502110	Health/Life Insurance	51,160	51,160	2,359	5,899	11.53%	4,766	23.77%
502111	Medical In-Lieu Pay	-	-	16	39	0.00%	250	-84.40%

* = Actual data is reported through September.

Community Development-Landavazo
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
4100	Planning, Continued							
502115	Unemployment Insurance	1,120	1,120	-	-	0.00%	112	-100.00%
502120	Medicare/FICA	5,280	5,280	248	746	14.13%	553	34.90%
502130	Other Benefit Charges	805	805	15	44	5.47%	319	-86.21%
602110	Office Expense	-	-	-	-	0.00%	31	-100.00%
602115	Postage	500	500	(302)	(317)	-63.40%	(253)	-25.30%
607100	Membership/Dues	1,200	1,200	-	-	0.00%	-	0.00%
607110	Travel/Conference/Meetings	8,200	8,200	-	-	0.00%	-	0.00%
607115	Training	1,050	1,050	105	105	10.00%	-	100.00%
608105	Professional Services	-	198,905	-	-	0.00%	11,590	-100.00%
608135	Microfilming	4,000	-	-	-	0.00%	-	0.00%
612105	Vehicle Replacement Charge	2,025	2,025	169	506	24.99%	467	8.35%
4100	Planning Total	515,740	710,645	23,148	68,786	9.68%	65,662	4.76%
4200	Building Regulation							
501110	Salaries-Regular	138,300	138,300	4,085	12,254	8.86%	12,958	-5.43%
501115	Salaries-Overtime	-	-	-	42	0.00%	-	100.00%
502100	Retirement	25,975	25,975	774	2,321	8.94%	3,008	-22.84%
502105	Workers Comp Insurance	2,160	2,160	68	205	9.49%	238	-13.87%
502110	Health/Life Insurance	22,625	22,625	104	260	1.15%	1,852	-85.96%
502111	Medical In-Lieu Pay	4,200	4,200	350	875	20.83%	66	1225.76%
502115	Unemployment Insurance	450	450	-	-	0.00%	-	0.00%
502120	Medicare/FICA	2,030	2,030	64	191	9.41%	189	1.06%
502130	Other Benefit Charges	30	30	4	11	36.67%	114	-90.35%
602115	Postage	200	200	28	62	31.00%	23	169.57%
602120	Books/Periodicals	1,000	1,000	-	-	0.00%	-	0.00%
607100	Membership/Dues	1,200	1,200	-	-	0.00%	-	0.00%

* = Actual data is reported through September.

Community Development-Landavazo
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		% of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
4100	Building Regulation, Continued							
607110	Travel/Conference/Meetings	500	500	-	-	0.00%	-	0.00%
607115	Training	1,000	1,000	35	35	3.50%	-	100.00%
608115	Inspection Services	280,250	280,250	-	-	0.00%	-	0.00%
608120	Plan Checking Services	110,000	110,000	-	-	0.00%	-	0.00%
608135	Microfilming	4,000	-	-	-	0.00%	-	0.00%
611116	Payment to Other Agencies	2,250	2,250	319	319	14.18%	-	100.00%
612105	Vehicle Replacement Charge	6,020	6,020	502	1,505	25.00%	2,777	-45.80%
4200	Building Regulation Total	602,190	598,190	6,333	18,080	3.02%	21,225	-14.82%
4400	Economic Development							
607100	Membership/Dues	2,000	2,000	-	319	15.95%	570	-44.04%
607110	Travel/Conference/Meetings	-	-	-	-	0.00%	137	-100.00%
607115	Training	2,500	2,500	-	-	0.00%	-	0.00%
608100	Contractual Services	3,000	3,000	-	-	0.00%	-	0.00%
609100	Special Events	5,000	5,000	-	-	0.00%	-	0.00%
4400	Economic Development Total	12,500	12,500	-	319	2.55%	707	-54.88%
TOTAL COMMUNITY DEVELOPMENT		\$ 1,520,320	\$ 1,711,225	\$ 45,743	\$ 191,436	11.19%	\$ 192,009	-0.30%

* = Actual data is reported through September.

Community Service - Bobadilla
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24					FY 2022/23 Actual*	% Change From Prior Year
		FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	Activity During September	Year to Date Actual *	% of Budget		
101	General Fund							
5000	Public Information Office							
501110	Salaries-Regular	\$ 87,480	\$ 87,480	\$ 6,481	\$ 19,442	22.22%	\$ 17,636	10.24%
502100	Retirement Charges	15,800	15,800	1,228	3,683	23.31%	4,360	-15.53%
502105	Workers Comp Insurance	1,340	1,340	108	325	24.25%	325	0.00%
502110	Health/Life Insurance	3,455	3,455	279	698	20.20%	654	6.73%
502111	Medical In-Lieu Pay	4,200	4,200	350	875	20.83%	875	0.00%
502115	Unemployment Insurance	280	280	-	-	0.00%	116	-100.00%
502120	Medicare/FICA	1,315	1,315	99	295	22.43%	268	10.07%
502130	Other Benefit Charges	20	20	6	18	90.00%	155	-88.39%
602113	Social Media	2,500	2,500	482	536	21.44%	1,149	-53.35%
607100	Membership/Dues	250	250	-	275	110.00%	-	100.00%
608105	Professional Services	-	80,200	12,000	30,000	37.41%	-	100.00%
5000	Public Information Office	116,640	196,840	21,033	56,147	28.52%	25,538	119.86%
5100	Community Services Administration							
501110	Salaries-Regular	352,685	352,685	24,977	74,731	21.19%	64,597	15.69%
501120	Salaries-Part Time	23,185	23,185	1,140	3,387	14.61%	-	100.00%
502100	Retirement	68,035	68,035	5,625	16,851	24.77%	17,813	-5.40%
502105	Workers Comp Insurance	5,405	5,405	436	1,305	24.14%	1,220	6.97%
502110	Health/Life Insurance	31,020	31,020	2,511	6,278	20.24%	5,871	6.93%
502111	Medical In-Lieu Pay	6,600	6,600	546	1,388	21.03%	1,063	30.57%
502115	Unemployment Insurance	840	840	-	-	0.00%	-	0.00%
502120	Medicare/FICA	5,135	5,135	374	1,121	21.83%	910	23.19%
502130	Other Benefit Charges	190	190	24	70	36.84%	569	-87.70%
602100	Special Dept Expense	15,600	15,600	903	2,423	15.53%	1,829	32.48%
602110	Office Expense	3,185	3,185	155	367	11.52%	977	-62.44%
602115	Postage	600	600	-	3	0.50%	209	-98.56%
603110	Building Maintenance	11,450	11,450	450	900	7.86%	900	0.00%

* = Actual data is reported September.

Community Service - Bobadilla
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
5100	Community Services Administration, Continued							
607100	Membership/Dues	550	550	115	115	20.91%	-	100.00%
607115	Training	6,135	6,135	146	146	2.38%	2,159	93.24%
609100	Special Events	71,600	73,350	603	2,586	3.53%	1,878	37.70%
612105	Vehicle Replacement Charge	14,025	14,025	1,169	3,506	25.00%	3,236	8.34%
612115	Liability Insurance Charge	44,160	44,160	-	37,267	84.39%	67,432	-44.73%
5100	Community Services Administratic	660,400	662,150	39,174	152,444	23.02%	170,663	-10.68%
5200	Community Center Operations							
501110	Salaries-Regular	39,300	39,300	4,943	4,943	12.58%	6,254	-20.96%
501120	Salaries-Part Time	61,140	61,140	2,433	7,021	11.48%	12,325	-43.03%
502100	Retirement	15,240	15,240	1,083	1,212	7.95%	2,234	-45.75%
502105	Workers Comp Insurance	1,555	1,555	123	200	12.86%	342	-41.52%
502110	Health/Life Insurance	6,010	6,010	1,677	1,677	27.90%	785	113.63%
502111	Medical In-Lieu Pay	930	930	92	277	29.78%	665	-58.35%
502115	Unemployment Insurance	460	460	89	89	19.35%	-	100.00%
502120	Medicare/FICA	1,430	1,430	108	177	12.38%	279	-36.56%
502130	Other Benefit Charges	140	140	7	11	7.86%	61	-81.97%
602100	Special Dept Expense	4,000	4,000	360	360	9.00%	625	-42.40%
602110	Office Expense	1,000	1,000	-	66	6.60%	-	100.00%
603110	Building Maintenance	3,400	3,400	-	-	0.00%	554	-100.00%
608105	Professional Services	-	158,180	135	5,303	3.35%	-	100.00%
612105	Vehicle Replacement Charge	-	-	-	-	0.00%	99	-100.00%
5200	Community Center Operations	134,605	292,785	11,050	21,336	7.29%	24,223	-11.92%
5300	Park Operations							
501110	Salaries-Regular	81,625	81,625	6,046	18,137	22.22%	17,308	4.79%
501115	Salaries-Overtime	-	-	-	992	0.00%	441	124.94%
501120	Salaries-Part Time	225,650	225,650	14,900	51,732	22.93%	34,634	49.37%

* = Actual data is reported September.

Community Service - Bobadilla
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
5300	Park Operations , Continued							
502100	Retirement	14,300	14,300	1,145	3,436	24.03%	4,279	-19.70%
502105	Workers Comp Insurance	4,685	4,685	350	1,167	24.91%	956	22.07%
502110	Health/Life Insurance	13,010	13,010	878	2,196	16.88%	2,074	5.88%
502111	Medical In-Lieu Pay	5,300	5,300	394	1,204	22.72%	389	209.51%
502115	Unemployment Insurance	2,685	2,685	1	106	3.95%	158	-32.91%
502120	Medicare/FICA	4,445	4,445	309	1,045	23.51%	765	36.60%
502130	Other Benefit Charges	1,665	1,665	19	63	3.78%	170	-62.94%
602100	Special Dept Expense	4,000	4,000	962	1,111	27.78%	129	761.24%
602110	Office Expense	3,000	3,000	19	33	1.10%	16	106.25%
5300	Park Operations	360,365	360,365	25,023	81,222	22.54%	61,319	32.46%
5400	Senior Citizens Programs							
501110	Salaries-Regular	19,650	19,650	-	-	0.00%	3,881	-100.00%
501120	Salaries-Part Time	46,455	46,455	3,847	12,390	26.67%	5,070	144.38%
502100	Retirement	3,575	3,575	-	-	0.00%	959	-100.00%
502105	Workers Comp Insurance	985	985	64	207	21.02%	165	25.45%
502110	Health/Life Insurance	3,130	3,130	-	-	0.00%	485	-100.00%
502111	Medical In-Lieu Pay	960	960	92	277	28.85%	291	-4.81%
502115	Unemployment Insurance	415	415	-	-	0.00%	-	0.00%
502120	Medicare/FICA	920	920	57	184	20.00%	134	37.31%
502130	Other Benefit Charges	245	245	3	11	4.49%	37	-70.27%
609200	Senior Citizen Program	1,200	1,200	-	19	1.58%	114	-83.33%
5400	Senior Citizens Programs	77,535	77,535	4,063	13,088	16.88%	11,136	17.53%

* = Actual data is reported September.

Community Service - Bobadilla
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24		% of Budget	FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *			
5500	Recreation Programs							
602110	Office Expense	1,200	1,200	74	291	24.25%	-	100.00%
602115	Postage	10,030	10,030	-	3,881	38.69%	3,487	11.30%
602150	Recreation Brochure Mailing	30,600	30,600	7,063	10,028	32.77%	9,466	5.94%
608150	Contractual Recreation Program	63,400	63,400	10,111	28,516	44.98%	7,650	272.76%
5500	Recreation Programs	105,230	105,230	17,248	42,716	40.59%	20,603	107.33%
TOTAL COMMUNITY SERVICES		\$ 1,454,775	\$ 1,694,905	\$ 117,591	\$ 366,953	21.65%	\$ 313,482	17.06%

* = Actual data is reported September.

Transfers to Other Funds-Bannigan
September 2023 General Fund Expenditures (25% of year)

Acct. No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual*	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
101	General Fund							
1600	Non-Departmental							
800250	Transfer to FACT Grant	\$ 46,865	\$ 46,865	\$ 2,178	\$ 6,408	13.67%	\$ 9,670	-33.73%
800251	Transfer to Senior Transportation Fund	9,420	9,420	-	69	0.73%	2,310	-97.01%
800280	Transfer to SCP Maintenance Fund	64,775	64,775	5,398	16,194	25.00%	14,800	9.42%
800305	Transfer to Capital Projects Fund	660,000	1,484,916	-	4,345	0.29%	-	100.00%
	TOTAL TRANSFERS OUT	\$ 781,060	\$ 1,605,976	\$ 7,576	\$ 27,016	1.68%	\$ 26,780	0.88%

* = Actual data is reported through September.

ATTACHMENT C

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City of Stanton GENERAL FUND DISCRETIONARY FUND BALANCE

	Balance 7/1/2023 (A)	Fiscal Year 2023/24 Increase (Decrease)	Adjustments	Projected Ending Balance 6/30/2024
GENERAL FUNDS				
<u>General Fund (#101)</u>				
Unassigned	\$ 13,485,100	\$ 494,087	\$ -	\$ 13,979,187
Reserve - Continuing Appropriations (Carryovers)	1,328,850	(1,328,850)	-	-
Reserve - Prepaid Items	150,707	(150,707)	-	-
Reserve - Economic Uncertainty ⁽¹⁾	6,000,000	-	-	6,000,000
Reserve - Emergency Disaster Continuity ⁽¹⁾	3,000,000	-	-	3,000,000
Reserve - Capital Improvement ⁽¹⁾	5,000,000	-	-	5,000,000
Reserve -Equipment and Maintenance ⁽¹⁾	150,000	-	-	150,000
Reserve -Technology Equipment ⁽¹⁾	150,000	-	-	150,000
Committed by Developer Agreements for Public Benefit/Public Facilities ⁽²⁾	1,507,796	-	-	1,507,796
Committed by Developer Agreements for Beautification Projects ⁽²⁾	190,000	-	-	190,000
Committed by Developer Agreements for Neighborhood Preservation ⁽²⁾	108,000	-	-	108,000
Assigned for Special Projects ⁽³⁾	4,975,672	(2,526,450)	-	2,449,222
Total General Fund	36,046,125	(3,511,920)	-	32,534,205
<u>Transaction & Use Tax Fund (#102)</u>				
Unassigned	868,256	-	-	868,256
Total Transaction & Use Tax Fund	868,256	-	-	868,256
TOTAL	\$ 36,914,381	\$ (3,511,920)	\$ -	\$ 33,402,461

Notes:

(A) - Pending completion of fiscal year end close and City's annual financial statement audit.

(1) - Per City Council Reserve Policy adopted annually.

(2) - Pursuant to approved developer agreements, this amount represents public benefit fees the City received that should be used for the following projects relating to: public facilities, neighborhood preservation, and city beautification/enhancement.

(3) - Assigned by City Council on June 13, 2023.

HOUSING AUTHORITY FUND (#285)
September 2023 Revenues and Expenditures (25% of year)

Account No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual *	% Change From Prior Year	
				Activity During September	Year to Date Actual *	% of Budget			
REVENUES									
435100	Interest	\$ 25,000	\$ 25,000	\$ 89,247	\$ 89,247	356.99%	\$ 50,975	75.08%	
435110	Unrealized Gains/Losses	-	-	(12,078)	53,928	0.00%	(27,892)	293.35%	
436140	Tina Way/Pacific Ave. Property Rent	620,000	620,000	52,370	159,364	25.70%	169,398	-5.92%	
TOTAL REVENUES		\$ 645,000	\$ 645,000	\$ 129,539	\$ 302,539	46.91%	\$ 192,481	57.18%	
ESTIMATED EXPENDITURES AND OTHER USES									
Salaries and Benefits									
501110	Salaries-Regular	142,795	143,680	10,042	29,938	20.84%	31,888	-6.12%	
501120	Salaries-Part-Time	2,435	2,435	177	501	20.57%	480	4.38%	
502100	Retirement	25,990	25,990	2,113	6,310	24.28%	8,668	-27.20%	
502105	Workers' Compensation	2,160	2,160	113	508	23.52%	596	-14.77%	
502110	Health/Life Insurance	14,425	14,425	1,197	2,957	20.50%	2,833	4.38%	
502111	Medical in Lieu	470	470	9	25	5.32%	144	-82.64%	
502115	Unemployment Insurance	250	250	1	10	4.00%	48	-79.17%	
502120	Medicare/FICA	1,965	1,980	136	406	20.51%	434	-6.45%	
502130	Other Benefits	30	30	9	27	90.00%	281	-90.39%	
Total-Salaries and Benefits		190,520	191,420	13,797	40,682	21.25%	45,372	-10.34%	
Maintenance and Operations									
602100	Special Dept Expense	500	500	-	-	0.00%	-	0.00%	
602115	Postage	500	500	-	28	5.60%	-	0.00%	
602130	Clothing	2,500	2,500	-	224	8.96%	-	0.00%	
602140	Materials and Supplies	2,500	2,500	972	1,319	52.76%	410	221.71%	
604105	Utilities	60,000	60,000	4,330	8,001	13.34%	4,238	88.79%	
607100	Membership Dues	4,800	4,800	-	-	0.00%	-	0.00%	
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	-	0.00%	
607115	Training	2,500	2,500	-	-	0.00%	-	0.00%	
608100	Contractual Services	23,000	23,000	2,107	4,065	17.67%	-	100.00%	
608105	Professional Services	328,875	328,875	78,603	79,298	24.11%	14,213	457.93%	
610130	Tina Pacific Operating Expense (QMG)	243,825	243,825	10,534	61,256	25.12%	49,662	23.35%	
610131	Bad Debt Expense (QMG)	40,000	40,000	968	9,658	24.15%	14,670	-34.16%	

HOUSING AUTHORITY FUND (#285)
September 2023 Revenues and Expenditures (25% of year)

Account No.	Description	FY 2023/24 Adopted Budget	FY 2023/24 Amended Budget	FY 2023/24			FY 2022/23 Actual *	% Change From Prior Year
				Activity During September	Year to Date Actual *	% of Budget		
Maintenance and Operations , Continued								
610135	Relocation Assistance	40,000	40,000	2,768	4,405	11.01%	8,837	-50.15%
610230	Navigation Center (North SPA)	95,000	95,000	-	-	0.00%	-	0.00%
611110	O.C. Sanitation User Fee	24,000	24,000	-	-	0.00%	-	0.00%
Total-Maintenance and Operations		869,000	869,000	100,282	168,254	19.36%	92,030	82.83%
Allocated Charges								
612105	Vehicle Replacement Charge	12,305	12,305	1,025	3,076	25.00%	1,451	111.99%
612115	Liability Insurance Charge	8,690	8,690	-	7,334	84.40%	6,540	12.14%
612140	Information Technology Charge	19,215	19,215	1,601	4,804	25.00%	4,554	5.49%
614205	Admin Overhead	20,980	20,980	1,022	4,841	23.07%	6,018	-19.56%
Total-Allocated Charges		61,190	61,190	3,648	20,055	32.77%	18,563	8.04%
Capital Outlay								
760100	Demolition/Condemnation	100,000	100,000	-	-	0.00%	-	0.00%
Total-Capital Outlay		100,000	100,000	-	-	0.00%	-	0.00%
TOTAL EXPENDITURES		\$ 1,220,710	\$ 1,221,610	\$ 117,727	\$ 228,991	18.75%	\$ 155,965	46.82%
REVENUES OVER (UNDER) EXPENDITURES		\$ (575,710)	\$ (576,610)	\$ 11,812	\$ 73,548		\$ 36,516	

* = Actual data is reported through September.

ATTACHMENT E

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Housing Authority Fund (Fund 285) - Fund Balance Status

Available Fund Balance as of June 30, 2023	\$ 9,838,499
Estimated increase (decrease) of fund balance during Fiscal Year 2023-24	<u>(576,610)</u>
Projected Available Fund Balance as of June 30, 2024	<u><u>\$ 9,261,889</u></u>

CITY OF STANTON
FY 2023/24
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2023 THROUGH SEPTEMBER 30, 2023

Task Code	Description	Adopted Budget 2023/24	FY 2022/23 Budget Carryover	Other Budget Adjustments	Amended Budget 2023/24	YTD Actual 2023/24	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Street Projects									
2022-102	Citywide Street Sign Replacement	\$ -	\$ 149,490	\$ -	\$ 149,490	\$ -	\$ -	0.0%	\$ 149,490
2023-101	Citywide Street Rehabilitation (FY 2022/23) Catch Basin Connector Pipe Screen	-	2,013,050	-	2,013,050	300	36,004	1.8%	1,976,746
2023-103	Installations (FY 2022/23)	-	69,935	7,000	76,935	643	74,000	97.0%	2,292
2024-101	Citywide Street Rehabilitation (FY 2023/24)	1,690,000	-	-	1,690,000	-	134,535	8.0%	1,555,465
2024-102	Cerritos Avenue Resurfacing	930,000	-	-	930,000	1,329	-	0.1%	928,671
Total Street Projects		\$ 2,620,000	\$ 2,232,475	\$ 7,000	\$ 4,859,475	\$ 2,272	\$ 244,539	5.1%	\$ 4,612,664
Parks Projects									
2021-201	Park Master Plan	\$ -	\$ 8,306	\$ -	\$ 8,306	\$ (1,954)	\$ -	0.0%	\$ 10,260
2022-201	Family Resource Center Improvements (Phase 1)	-	196,639	-	196,639	1,189	193,092	98.8%	2,358
2022-204	Norm Ross Sports Park	2,000,000	7,566,660	-	9,566,660	3,739	518,400	5.5%	9,044,521
2022-205	Replace Shade Structure at Stanton Central Park		58,360	-	58,360	230	-	0.4%	58,130
2022-206	Premier Park Renovation	840,000	764,875	-	1,604,875	739	24,897	1.6%	1,579,239
2022-820	Stanton Park Adult Fitness Equipment	90,000	84,090	-	174,090	-	15,000	8.6%	159,090
2022-833	Stanton Park Refresh	-	410,000	-	410,000	-	-	0.0%	410,000
2023-201	Family Resource Center Improvements (Phase 2)	150,000	203,055	-	353,055	306	93,314	26.5%	259,435
2024-601	Stanton Central Park Lighting Project	76,000	-	-	76,000	-	-	0.0%	76,000
Total Parks Projects		\$ 3,156,000	\$ 9,291,985	\$ -	\$ 12,447,985	\$ 4,249	\$ 844,703	6.8%	\$ 11,599,033
Sewer									
2022-301	Sewer Master Plan Update	\$ -	\$ 488,200	\$ -	\$ 488,200	\$ 54,589	\$ 430,136	99.3%	\$ 3,475
2024-301	Annual Sewer Rehabilitation (FY 2023/24)	550,000	-	-	550,000	-	-	0.0%	550,000
Total Sewer		\$ 550,000	\$ 488,200	\$ -	\$ 1,038,200	\$ 54,589	\$ 430,136	46.7%	\$ 553,475
Facilities									
2022-834	City Fire Alarm Upgrade Project	\$ -	\$ 173,015	\$ -	\$ 173,015	\$ -	\$ 172,888	99.9%	\$ 127
2022-839	ADA Transition Plan	-	33,595	-	33,595	4,345	28,550	97.9%	700
2023-603	Stanton Community Center Improvements	-	500,000	-	500,000	-	261,994	52.4%	238,006
Total Facilities		\$ -	\$ 706,610	\$ -	\$ 706,610	\$ 4,345	\$ 463,432	66.2%	\$ 238,833

CITY OF STANTON
FY 2023/24
STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
JULY 1, 2023 THROUGH SEPTEMBER 30, 2023

Task Code	Description	Adopted Budget 2023/24	FY 2022/23 Budget Carryover	Other Budget Adjustments	Amended Budget 2023/24	YTD Actual 2023/24	Encumbrances	% Spent (Includes Encumbrances)	Remaining Budget
Storm Drain									
2024-801	Storm Drain Master Plan	\$ 600,000	\$ -	\$ -	\$ 600,000	\$ -	\$ -	0.0%	\$ 600,000
2024-802	Stanford Avenue Storm Drain Repair	60,000	-	-	60,000	-	-	0.0%	60,000
Total Storm Drain		\$ 660,000	\$ -	\$ -	\$ 660,000	\$ -	\$ -	0.0%	\$ 660,000

GRAND TOTAL	\$ 6,986,000	\$ 12,719,270	\$ 7,000	\$ 19,712,270	\$ 65,455	\$ 1,982,810	10.4%	\$ 17,664,005
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Funding Source

101	General Fund Assigned Fund Balance	\$ 660,000	\$ 824,916	\$ -	\$ 1,484,916	\$ 4,345	\$ 201,438	13.9%	\$ 1,279,133
211	Gas Tax Fund	638,710	286,240	7,000	931,950	643	18,000	2.0%	913,307
215	RMRA Fund	956,695	983,465	-	1,940,160	-	-	0.0%	1,940,160
220	Measure M Turnback Fund	824,595	906,770	-	1,731,365	1,629	170,539	9.9%	1,559,197
221	CDBG-CV Grant Fund	-	500,000	-	500,000	-	261,994	52.4%	238,006
227	Other Grants Fund	276,000	8,027,691	-	8,303,691	3,739	667,714	8.1%	7,632,238
305	Capital Projects Fund (Reserves)	-	89,360	-	89,360	230	15,000	17.0%	74,130
310	Park In-Lieu Fund	3,080,000	612,628	-	3,692,628	280	217,989	5.9%	3,474,359
501	Sewer Maintenance Fund	440,155	488,200	-	928,355	54,589	430,136	52.2%	443,630
502	Sewer Capital Improvement Fund	109,845	-	-	109,845	-	-	0.0%	109,845
GRAND TOTAL		\$ 6,986,000	\$ 12,719,270	\$ 7,000	\$ 19,712,270	\$ 65,455	\$ 1,982,810	10.4%	\$ 17,664,005

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 14, 2023

SUBJECT: PROFESSIONAL SERVICES AGREEMENT FOR SPLASH PAD MAINTENANCE

REPORT IN BRIEF:

As the current contract is set to expire on November 30, 2023, City staff released a Request for Proposal (RFP) soliciting proposals to provide professional splash pad maintenance services at Stanton Central Park and Harry M. Dotson Park. Staff recommends awarding a contract to HASA, Inc. DBA Commercial Aquatic Services.

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 HASA, Inc. DBA Commercial Aquatic Services to provide professional splash pad maintenance and repair services for a maximum contract amount of \$10,000 annually, excluding CPI adjustments as provided for in the Professional Services Agreement; and
3. Authorize the City Manager to bind the City of Stanton and HASA Inc. DBA Commercial Aquatics Services in a contract to provide the services; and
4. Authorize the City Manager to approve a contingency in the amount of \$5,000 per year to HASA Inc. DBA Commercial Aquatics Services.

BACKGROUND:

Harry M. Dotson Park and Stanton Central Park both have splash pads that require professional maintenance during the operational and non-operational seasons. Routine maintenance includes weekly and monthly maintenance as well as off-season work. The current contract is set to expire on November 30, 2023.

ANALYSIS/JUSTIFICATION:

A Request for Proposals was issued on August 17, 2023 with a proposal due date of September 21, 2023. One firm provided a proposal: HASA Inc. DBA Commercial Aquatics Services. Upon evaluation of the proposal, City staff came to a consensus that Commercial Aquatics Services is qualified to provide splash pad maintenance services and that their rates are within the Fiscal Year 2023-24 Operating Budget.

Therefore, City staff recommends entering into an one (1) year service agreement with two (2) optional one-year extensions with HASA Inc. DBA Commercial Aquatics Services in an amount not to exceed \$10,000 per year, excluding CPI adjustments as provided for in the draft standard agreement, for the routine maintenance of the splash pads.

Any repair work and/or wearable item replacements are to be contracted separately from the routine maintenance contract as they cannot be fully anticipated. City staff is requesting a repair work and wearable item allowance contingency be provided in the amount of \$5,000 per year. Any repair work and/or wearable item replacement will be as needed and determined by City staff, with contingencies to be approved by the City Manager.

The 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 Fiscal Year 2023-24 Adopted Operating Budget includes \$20,000 for splash pad maintenance and contingencies, as follows:

Stanton Central Park (Account No. 280-3400-608100): \$10,000
Harry M. Dotson Park (Account No. 101-3400-608100): \$10,000

As of the date of this report, the City has \$16,887.50 of the adopted budget available for this contract.

ENVIRONMENTAL IMPACT:

This action requested in this report is not categorized as a project, and therefore, categorically exempt under the California Environmental Quality Act.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications were performed through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

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

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

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

A. Professional Services Agreement

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
SPLASH PAD MAINTENANCE SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **HASA, INC. DBA COMMERCIAL AQUATIC SERVICES**, a **Corporation**, with its principal place of business at **1121 N. Hawk Circle, Anaheim, CA 92807** (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional **splash pad maintenance** 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** 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** 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, 2023** to **November 30, 2024**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement annually 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: **Ann Marie Rees.**

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 Director of Public Works**, 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 **Ann Marie Rees**, 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 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 **Ten Thousand DOLLARS (\$10,000)** ("Total Compensation") without written approval of City's **Director of Public Works**. 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:

HASA Inc., DBA Commercial Aquatic Services
1121 N. Hawk Circle
Anaheim, CA 92807
Attn: **Ann Marie Rees, General Manager**

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: **Cesar Rangel, Department of Public Works & Engineering**

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in

connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (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

HASA INC. DBA COMMERCIAL
AQUATIC SERVICES

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

The Contractor to provide all labor, parts, and materials for on-call repairs, inspections, and maintenance of the splash pads located within the City of Stanton. Services required work shall include, but are not necessarily limited to, those items noted below. If the Contractor feels that additional tasks are warranted, they must be clearly identified in the Contractor's proposal. The Contractor shall also respond to emergency services. Requests deemed to be emergencies shall be responded to immediately with all possible haste, arriving at the splash pad location within four (4) hours of first notification.

General:

1. Coordinate all activities with Public Works Manager including any downtime.
2. Ensure that form, fit, and function requirements are incorporated into work.
3. Ensure that the splash pads are operational during the Operational Season.
4. The Contractor shall submit Record Maintenance Service Chart and Routine Checklist for approval by the City within 10 days of award of contract.

Required Work (3 times per week during the Operational Season):

1. Scheduled service is required three times per week (Sunday – Saturday), or as directed by the Public Works Manager.
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 filters / sand filters
15. Report any deficiency and a recommendation 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.
18. Record maintenance in service chart.

Required Work (Monthly for both Operational and Non-Operational Season)

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.
5. Drain holding tank.

Required Work (By March 31st, 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.

The Contractor shall perform an in-depth technical inspection of the splash pads and provide the City with a complete assessment of the deficiencies of each respective splash pad. The assessment report must be provided to the City by March 31st so any issues can be resolved/addressed prior to Opening Day (Friday before Memorial Day).

Any repair work will be contracted for separately.

EXHIBIT “B”
SCHEDULE OF SERVICES

During operational season, work shall be completed three (3) times per week.
(Monday, Wednesday and Friday)

Monthly work for both the operational and non-operational season:
Work will be done within the first 10 days of each month.

Winterizing work:

This work will be completed within the month that the splash pad is moved to non-operational season. This would typically be during the month of September, immediately following Labor Day.

Required work, that needs to be done by March 31st:

This work will be completed in the month of March and to be completed no later than March 31st.

EXHIBIT "C"
COMPENSATION
BID SCHEDULE

Base Bid A: Monthly Routine Maintenance During Operational Season

Item No.	Location	Qty	Unit	Unit Price	Amount
1.	Central Park	4	Month	\$ 750 ⁰⁰	\$ 3000 ⁻
2.	Dotson Park	4	Month	\$ 750 ⁰⁰	\$ 3000 ⁻
Total Base Bid A					\$ 6000 ⁻

Base Bid B: Monthly Routine Maintenance During Off Season*

Item No.	Location	Qty	Unit	Unit Price	Amount
1.	Central Park	8	Month	\$ 250	\$ 2000 ⁻
2.	Dotson Park	8	Month	\$ 250	\$ 2000 ⁻
Total Base Bid B					\$ 4000 ⁻

*Cost shall include the in-depth technical review and assessment due to the City by March 31st.

Total Base Bid (A+B)	\$ 10,000
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The basis for Contract amount shall be the Contractor's Total Base Bid.

Hourly Labor and Equipment for Emergency Response:

\$ 235⁰⁰/Hour

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 14, 2023

SUBJECT: FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST FOR PREPARATION OF RELOCATION PLAN AND IMPLEMENTATION OF PERMANENT AND TEMPORARY RELOCATION SERVICES FOR CITY PROPERTIES AT THE TINA/PACIFIC NEIGHBORHOOD

REPORT IN BRIEF:

The City Council will consider approving the First Amendment to the Professional Services Agreement with Interwest for preparation of a relocation plan and implementation of permanent and temporary relocation services. The First Amendment increases the not-to-exceed compensation amount from \$40,000 to \$243,000. The original agreement's compensation amount was intended to solely cover costs related to emergency relocation services during a consultant staffing transition period, while the proposed amount covers all services related to the relocation of City properties at the Tina/Pacific neighborhood.

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. Waive the competitive procurement process since only one known supplier has been identified and allow for the sole source procurement of professional services; and
3. Authorize the City Manager to enter into a First Amendment to the Professional Services Agreement with Interwest for preparation of a relocation plan and implementation of permanent and temporary relocation services in a form approved by the City Attorney.

BACKGROUND:

In October 2018, the City Council approved a contract with Overland, Pacific & Cutler, LLC (OPC) for relocation services for the Tina/Pacific neighborhood. The City has been working with OPC on and off over the past five years as various project proposals have

been considered. In October 2022, TranSystems Corp., a national consulting firm, acquired OPC. Since that time, staff has been working with TranSystems on relocation services related to the Tina/Pacific neighborhood. Over the last year, TranSystems has assigned two different project managers to the project, with the most recent assignment beginning in April 2023.

ANALYSIS AND JUSTIFICATION:

For the last seven months, staff has been working diligently with the assigned project manager from TranSystems to advance efforts to prepare a relocation plan and implement temporary and permanent relocation services for the Tina/Pacific neighborhood. The current consultant and City team have made positive progress. During the week of October 16, 2023, TranSystems notified the City that it would be assigned a third, new project manager. Based on the urgency of the services required, and the momentum that has already been established with the existing team and their knowledge and familiarity with the Tina/Pacific neighborhood, staff believed it to be in the City's best interest to suspend the existing agreement with OPC/TranSystems and transition services to Interwest. The City Manager executed a Professional Services Agreement within her signing authority of \$40,000 to prevent a work stoppage and continue the provision of services related to emergency relocation services.

Interwest's team maintain a successful track record of providing permanent and temporary relocation services on public housing project in Southern California. Interwest's team, and the assigned senior manager, have a deep understanding of the local community, housing trends, and local political constraints and concerns.

The scope of services to be provided includes preparation of a relocation plan, and implementation of permanent and temporary relocation services. The relocation plan will be prepared in accordance with all regulatory requirements, including the Uniform Relocation Assistance and Real Property Acquisition Act (URA), California Relocation Law, and other local ordinances and programs as applicable. The relocation plan will provide summary and statistical information regarding the impact of any proposed project to potential displaces and provide clarification of the City's approach. A comprehensive report will be prepared and distributed for public review and comment.

FISCAL IMPACT:

Funding for preparation of a relocation plan and implementation of permanent and temporary relocation services will be funded out of the Housing Authority Fund. The necessary appropriation will be made as part of the Fiscal Year 2023-24 Mid-Year Budget adjustments. The agreement with OPC/TranSystems allocated \$280,200 for relocation related services. The cost schedule provided by Interwest for relocation related services is \$243,000.

ENVIRONMENTAL IMPACT:

None, this item is an administrative activity not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(5) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 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: Hannah Shin-Heydorn, City Manager

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment(s):

- A. First Amendment to Professional Services Agreement with Interwest
- B. Professional Services Agreement with Interwest

CITY OF STANTON**FIRST AMENDMENT TO
AGREEMENT FOR PREPARATION OF RELOCATION PLAN AND
IMPLEMENTATION OF PERMANENT AND TEMPORARY RELOCATION
SERVICES****1. PARTIES AND DATE.**

This First Amendment to the Agreement for Preparation of Relocation Plan and Implementation of Permanent and Temporary Relocation Services (“First Amendment”) is entered into on this ____ day of _____, 2023, by and between the City of Stanton (“City”) and Interwest (“Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Agreement for Preparation of Relocation Plan and Implementation of Permanent and Temporary Relocation Services dated October 25, 2023 (“Agreement”).

2.2 First Amendment. The Parties now desire to amend the Agreement in order to increase the total compensation.

3. TERMS.

3.1 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

“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 TWO HUNDRED FORTY THREE THOUSAND DOLLARS (**\$243,000**) (“Total Compensation”) without written approval of City’s City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.2 Declaration of Political Contributions. Prior to the City’s approval of this First Amendment, Consultant shall submit to City a 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.

3.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement on this ____ day of _____, 2023.

CITY OF STANTON

INTERWEST

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Name:
Title:

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
PREPARATION OF RELOCATION PLAN AND IMPLEMENTATION OF
PERMANENT AND TEMPORARY RELOCATION SERVICES**

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 20____, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and Interwest, a California corporation, with its principal place of business at 1 Jenner, Suite 160, Irvine CA 92618 (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional preparation of relocation plan and implementation of permanent and temporary relocation services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional relocation plan and relocation 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 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 relocation plan and relocation 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 October 25, 2023 to October 24, 2024, 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: Brett Paulson, Sr. Project Manager.

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

purposes under this Contract. 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 Brett Paulson, Sr. Project Manager, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

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

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

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

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

- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) 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 FORTY THOUSAND DOLLARS (\$40,000) ("Total Compensation") without written approval of City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

\$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

Interwest Consulting Group, Inc.
1 Jenner, Suite 160
Irvine, CA 92618
ATTN: Gary Amato, Chief Administrative Officer

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Hannah Shin-Heydorn, City Manager

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

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

3.5.6 Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.20 Subcontracting.

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

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

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement
on this ____ day of _____, 201__.

CITY OF STANTON

INTERWEST

By: _____

City Manager

By: _____
Name: _____
Title: _____

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

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT “A”
SCOPE OF SERVICES

See Proposal.

October 24, 2023



Hannah Shin-Heydorn
City Manager, City of Stanton
7800 Katella Ave
Stanton, CA 90680

Re: Proposal to Prepare Relocation Plan and Cost for Implementation of Permanent and Temporary Relocation Services

Dear Hannah,

Interest Consulting Group ("Interwest") is pleased to submit the attached scope of work and cost proposal to prepare a relocation plan and provide permanent and potentially temporary relocation services for up to 44 residential units, resulting from the City's potential development of two housing projects.

For over two decades, Interwest has been a leader in providing right of way and relocation assistance services to private entities and public agencies throughout California. We are highly respected for our field experience and the expertise we display throughout the relocation process. Our project approach is guided by a solid quality control process and establishes early protocols for communication, reporting, conducting all facets of activities and progress reviews. Our program services comply with each client's own project requirements; the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (49 CFR Part 24), as amended; HUD handbook, and Title 25 California Code of Regulations and the California Code of Civil Procedure.

Thank you for the opportunity to submit our proposal to provide relocation services to the City of Stanton. Should you have any questions or need additional information, please do not hesitate to contact me at your earliest convenience at (949) 632-5909 or bpaulson@interwestgrp.com.

Sincerely,

Brett A. Paulson SR/WA, R/W-RAC, NAC
Sr. Project Manager

PROJECT UNDERSTANDING

The City of Stanton ("City") has been acquiring properties in the proposed project area as property owners willingly decide to sell their properties and have taken them subject to residential tenant occupancy. The City is currently attempting to fund the proposed project that may have two segments, one market rate development and one affordable housing component. The primary goal of the proposed project is intended to address the shortage of affordable and market rate housing units in the City of Stanton.

The proposed project will require the preparation of a Relocation Plan, and would require permanent relocations of all occupants, however until the City enters into a development agreement and secures all funding, the occupants will not be displaced.

Additionally, the City's property management team has identified several of the existing 44 units that may need significant repairs and could require temporary or permanent relocation of the occupants.

SPECIFIC CONSIDERATIONS

Interwest's team maintains a successful track record of providing permanent and temporary relocation services on public housing projects in southern California. As a result, Interwest's team has a deep understanding of the local community, housing trends and local political constraints and concerns.

PROJECT TEAM

We have assigned **Brett Paulson, SR/WA, R/W-RAC, R/W-NAC** to serve as the project manager to assist the City develop the appropriate strategies, communicate the needs of the project to all stakeholders, provide expert regulatory guidance and lead our team of professionals. The ability of our project team to effectively communicate with each household will be critical to successfully completing any required permanent and/or temporary relocation for this project and therefore, we have selected bilingual (English and Spanish) relocation agents to serve on this project.

SCOPE OF SERVICES

Relocation Plan

Interwest will prepare a Relocation Plan (the "Plan") in accordance with all regulatory requirements, including the URA and California Relocation Law and other local ordinances and programs as applicable. The Relocation Plan will provide summary and statistical information regarding the impact of the proposed project(s) to potential displacees (both permanent and temporary relocations) and provide clarification of the City's approach to acquiring the properties, necessary property management issues and define qualified tenants per regulatory definitions. A comprehensive report will be prepared and distributed as directed by City for public review and comment. The plan will include the following components:

- Description of the project and pertinent/potential funding sources.
- Summary of data obtained through the property management records and interviews, including identification of possible issues, such as overcrowded units or households with special needs and specific language requirements.
- Description of the Relocation Assistance Program (RAP).
- Description of benefits available within the RAP.
- A relocation expense budget estimate. Our detailed cost matrix will be included as a supplemental planning tool for the City, but not included in the Plan.
- Replacement housing resource survey results.

- Permanent and Temporary Relocation Program and Process.
- Appeals process description.

Permanent Relocation

When a household is determined they may need to be permanently relocated ("displaced") from the property, Interwest will provide permanent relocation services to these displaced households in compliance with the Relocation Plan, Uniform Act and CA Relocation Law. Interwest will perform the following tasks:

- Review tenant rent roll and verify household income to determine the number of households that may require permanent relocation and provide report to client.
- Personal contact with each displacee to conduct interviews, assess relocation needs, verify income and provide ongoing advisory services.
- Inform the displacee of the relocation process, program benefits and provide referrals to other services that may be of assistance.
- Provide advisory assistance and referrals to comparable replacement decent, safe and sanitary housing.
- Prepare Rental Assistance Calculations and coordinate approvals for Last Resort Housing with the City.
- Provide required Relocation Assistance Program (RAP) notices, as necessary (i.e. General Information Notice, Notice of Eligibility, 90/60 Day Notices, Referrals, etc.).
- Meet personally with each displaced household to provide RAP notices and provide advisory services.
- Conduct decent, safe and sanitary inspections of replacement dwellings.
- Assist the displacee with preparation of necessary claim forms.
- Deliver relocation payments to the displacee as needed and provide direct payments to prospective landlords to assist with securing replacement rental agreements.
- Prepare Fixed Schedule Moving costs or obtain moving estimates for commercial moves (minimum of two bids).
- Monitor the move, obtain keys and provide a final walk-through inspection of the property to ensure that all personal property has been removed. Obtain a Certificate of Abandonment from the displacee to release any interest in the structure, improvements to realty or property that may not have been relocated.
- Coordinate with City to ensure the vacated property is secured in a timely manner.
- Maintain and submit completed relocation files on each displacee, including a comprehensive diary, so that the reader will be informed of the displacee's needs, eligibility and entitlements.
- Maintain a customized Interwest program tracking database with all pertinent RAP details, dates and entitlement amounts.
- Provide City with status reports, as required, generated from the database.
- Collect final supporting documentation, prepare final claim forms and close file. Closed electronic files will be delivered to the City for record retention and audit purposes

Note: it is understood that the City has already identified up to 16 households that qualify for emergency relocation services due to current property conditions. These tenants may elect to permanently relocate at their will, before the Relocation Plan is approved, and the project is funded or may temporarily relocate and move back to a designated unit upon completion of repairs.

Temporary Relocation (if required)

The City may have to make repairs to some units until the Plan is approved and the projects are funded. If the household occupants do not elect the emergency permanent relocation option, they will be required to temporarily relocate ("non-displaced") from the property during the repairs. In that case, Interwest may assist with providing temporary relocation services to these households

in compliance with the Relocation Plan, Uniform Act and CA Relocation Law. Interwest may perform the following tasks, or assist the City as needed:

- Determination of Applicable Relocation Laws and Regulations; provide all relocation services in accordance with the Uniform Act, CCR, and other applicable regulatory requirements; facilitate this rehabilitation project by providing diplomatic and persuasive techniques to convey the positive aspects of the project to each resident.
- Attend a Kick-Off Meeting with City to develop the following items:
 - Review project requirements, discuss assigned tasks and schedules
 - Determine milestones for completion of temporary relocation
 - Discuss day-to-day coordination with staff and other relevant stakeholders.
- Organize & Conduct Outreach Meetings, and implement the following:
 - Introduce the presenters
 - Explain the purpose of the project and anticipated schedule
 - Outline relocation program and benefits
 - Explain moving and storage process, as well as hotel/lodging accommodations
 - Answer questions
 - Request household data and residential questionnaire, as needed
- Conduct Tenant Interviews
 - Conduct all family interviews, as necessary, to gather household information in preparation of preparing the temporary relocation program
 - Explain the temporary relocation process, expectations and instructions on how tenants should prepare for their scheduled moves.
 - Upload all tenant information into Interwest's Quickbase program. Information will be utilized to determine eligible benefits to tenants, prepare notices and track incidental payments
- Tenant Noticing
 - Generate and issue all required notifications for the project, furnishing a detailed record of this process to City for their records.
 - Draft a memorandum to tenants advising them of their vacate dates, schedules, housing options and moving coordination efforts.
 - At project closing, provide City with copies of all notices, receipts, payments, etc.
- Additional Relocation Coordination & Advisory Services
 - Coordinate hotel accommodations, packing, moving, and storage (third party vendors will be contracted separately for packing, moving, and storage directly by the City). Act as the primary liaison between the awarded moving/storage vendor, hotel(s), City and all affected residents during the course of the temporary relocation process.
 - Develop a move schedule and submit to City prior to implementation for review and approval.
 - If moves occur during a weekend, ensure that a representative is present at all times during the move-out period to answer any questions and to relay information to the movers regarding the placement of the resident's belongings into storage.
 - Assure that moving company prepares packing inventory, tenant signs and acknowledges list.
 - During move back, assist tenant locate all items, confirm inventory is complete and all items are in good order, or if a claim may be required.
 - Assure that moving company resets all large, heavy or awkward furniture pieces and places boxes according to location in unit.
 - Follow up with tenants to assist with final issues, moving claims, etc

Interwest follows a structured process related to issuing written notices to tenants impacted by a relocation project and subject to temporary relocation. We recommend implementing the following notices and reports:

- Notice 1: General Informational Notice ("GIN") & Notice of the Outreach Meeting
A written notice will be issued to each of the households impacted by the project. This important notice will provide a brief explanation of the project, an introduction to Interwest and a date and time for the mandatory outreach meeting. It will also encourage tenants to contact the designated Interwest agent listed on the notice early in the process to discuss their needs in order to best accommodate their household.
- Notice 2: Notice of Eligibility ("NOE")
Based on the information obtained during the interview, as well as parameters approved by City, Interwest will issue an important notice referred to as the Notice of Entitlement. This notice will include a reference to the information previously distributed and an itemization of the process and accommodations being followed throughout the program. The NOE will also advise households of the displacement (temporary vs permanent) status. Specific information will include but may not be limited to the following: schedule, vacation date, hotel accommodations or replacement housing referrals, monetary benefits, moving company services and details, any additional relocation benefits approved under hardship circumstances (i.e. transportation, pet boarding, special needs, etc.), and move-in details.
- Notice 3: Household Instruction Notices
In addition to the Relocation Assistance Program required notices, Interwest understands each household has their own lives to deal with and can forget important details regarding the program, the schedule, their benefits, etc. Therefore, we have developed a 2-week notice that is delivered to the temporary relocation occupants that reminds them of their specific household benefits, their hotel accommodations and reservation number, and other pertinent information. Then, one week before their move, we deliver a checklist with moving/packing instructions, additional hotel information and their reservation information.
- Reporting: Project Status Report
Interwest will set up an electronic system to provide the appropriate information related to issuing notices, correspondence with the displacee and expense receipts for each household, along with scheduled dates of all pertinent activities. This information can be processed through Interwest's QuickBase system and is available on a real-time basis to the appropriate HDP representatives in a customizable report format.

EXHIBIT “B”

SCHEDULE OF SERVICES

TO BE DETERMINED BETWEEN CITY AND CONSULTANT.

EXHIBIT "C"

COMPENSATION

STAFFING AND COST SCHEDULE

ROLE & HOURLY RATES		Rate/Hr
Sr. Project Manager		\$200
Senior Relocation Agent		\$135
Relocation Agent		\$115
COST SCHEDULE FOR RELOCATION SERVICES		
Preparation of Relocation Plan (Flat Fee)		\$6,500
Permanent Relocation Fee Schedule (Case Rates)		
44 Cases	(\$4,500/case)	\$198,000
Temporary Relocation Fee Schedule (Case Rates)		
1 - 10 Cases	(\$2,500/case)	
11-20 Cases	(\$2,250/case) (est. 16 cases for proposal)	\$36,000
21-30 Cases	(\$2,000/case)	
>= 31 Cases	(\$1,750/case)	
Other Direct Charges (ODC's) – Postage, Mileage, Production Costs		\$2,500
TOTAL SCOPE OF SERVICES		\$243,000

Notes:

1. The total amount of relocation cases required and applicable case rates will be determined upon direction from City. Temporary relocation services may be adjusted to reduce costs based on actual need for scope of services.
2. ODC's with relocation services including, mileage, postage, production costs will be invoiced at cost actually incurred.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 14, 2023

**SUBJECT: CITY SPONSORSHIP REQUEST – YOUTH ASSISTANCE FOUNDATION
FOR SANTA'S SIREN EVENT**

REPORT IN BRIEF:

Per the City Sponsorship Program, the Youth Assistance Foundation is requesting co-sponsorship of the Santa's Siren event held throughout the City. The sponsorship request is for in-kind consideration valued at \$499.

RECOMMENDED ACTIONS:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Determine the status of the Youth Assistance Foundation's sponsorship request for a total in-kind value of \$499.

BACKGROUND:

At its meeting on August 23, 2022, the Council approved a City Administrative Policy for a City Sponsorship Program. The policy sets forth guidelines and criteria governing the granting of City funds or in-kind services for the purpose of supporting local festivals, special events, community projects or programs.

The goals and objectives of the approved City Sponsorship Program are as follows:

- Promote the City as a desirable place to live, visit and do business.
- Promote the City as a visitor destination and/or bring tourism-associated revenue to the City.
- Enhance the quality of life and well-being of the citizenry.
- Advance the City's commitment to and pride in being a multicultural community.
- Encourage the development of neighborhood identity and pride.

The City Sponsorship Program includes general requirements, eligibility criteria, and conditions outlined in Attachment A. As part of the approved policy, the City Council directed staff to bring all sponsorship requests for consideration until further notice to evaluate the impact on City resources. Council also outlined that if sponsorships are in-kind, the value of the in-kind items may not equal more than 25% of the program/event budget, up to a maximum of \$1,000.

ANALYSIS/JUSTIFICATION:

The Youth Assistance Foundation submitted a request for sponsorship on November 7, 2023 (Attachment A). The request solicits support for the annual Santa's Siren toy giveaway event scheduled for December 17, 2023, from 9 am to 5 pm. Requested items include:

1. Equipment: Truck, City Van, 2 tables, 2 chairs, 2 canopies and 20 delineators.
2. Staff: 4 recreation leaders; 2 staff to assist in the morning from 8 am - 1 pm, and two staff to assist from 1 - 6 pm. Staff is requested to drive the truck to transport equipment to each location and drive the van to transport volunteers to each location.
3. Permission to use the City name and logo in marketing materials for this event.
4. No Parking Signs (2) for each of the 5 neighborhoods, displayed 48 hours in advance of the event.
5. Permission to ask the Sheriff's department for two reserve officers to attend the event as a way to promote community policing.
6. Permission to reach out to OCFA for the firetruck to transport Santa, with the understanding that a call for service may occur.

The total in-kind value of equipment and staff use is outlined below:

Part-time staff members (2)	\$40/hr, 5 hours total	\$400
Traffic Cones	\$40 (flat rate)	\$40
Truck (Gas)	.625/mile (15 total)	\$9.38
Van (Gas)	.625/mile (15 total)	\$9.38
Tables, Chairs, Canopies, Parking Signs	\$40 (flat rate)	\$40
	TOTAL	\$499

Upon review of the application, staff found that all required criteria have been met, including the provision of documentation for nonprofit status in the form of an IRS determination letter.

FISCAL IMPACT:

Fiscal impact includes an in-kind value of \$499 to support the event with requested City resources. The Fiscal Year 2023-24 Adopted Operating Budget includes funds in the Community Services Department to cover the part-time staff member costs.

This is the eighth sponsorship request reviewed by the Council. The current sponsorship status is provided below:

Number of Requests Approved To-Date	Funds Granted To-Date	In-Kind Consideration Granted To-Date
8	\$0	\$2,488

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

None.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

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

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

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

Prepared by: Zenia Bobadilla, Community Services Director

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Sponsorship Request – Youth Assistance Foundation, Santa's Siren

Attachment: A

November 7, 2023

Click here to return to the agenda.



Re: Request for Sponsorship for Santa's Siren

Dear Ms. Hannah Shin-Heydorn:

The Youth Assistance Foundation, a 501 (c)(3) organization with tax exempt status based in Stanton committed to the community especially its youngest members. Our organization has been working tirelessly to provide support for the children and families in the City of Stanton. Our small nonprofit is run by a small, dedicated group of individuals who work tirelessly to bring joy to the youngest members of this city. Each year we provide scholarships to local high school seniors who are going to pursue careers in the areas of social services, medicine, teaching, law enforcement and the arts. We are also committed to supporting our community in bringing people together. We have supported Women's Day, the City Art Exhibit where we provide \$500 in prize money and the community garden at Western High School.

The **Youth Assistance Foundation** is writing to apply for the City Sponsorship of our annual Santa's Siren Express. This year the event will take place on **Sunday December, 17 from 9 am to 5 pm**. This event is held each year on the Sunday before Christmas and the City has always given invaluable support through providing staff, 2 vehicles and coordination. With the cooperation and support of the City of Stanton, Santa and his helpers give toys to approximately 1000 children ages 0 to 15 years each year.

As part of the sponsorship we are asking the city for support of the following:

1. A truck to transport 2 tables, 2 chairs, 2 canopies and 20 delineators, and the city van to carry volunteers.
2. 4 staff members from Community Services. 2 staff members to assist in the morning from 8 to 1pm, and another two staff members to work the second shift from 1pm to 6pm. Staff will drive truck and van.
3. We request permission to use the City name and logo in our materials for this event.
4. We request 2 No Parking Signs for each of the 5 neighborhoods where we will hand out toys, put up 48 hours in advance of the event.
5. We request permission to ask the Sheriff's department to have 2 officers attend the event as a way to promote community policing.
6. We also request permission to reach out to OCFA to get a firetruck to join us on the day of the event to transport Santa. We understand that if there is a call for service, the fire truck will have to respond.

Please find attached the schedule for the day of the event as well as a sample flyer that we give out in each neighborhood that we visit and our volunteer release and waiver form.

Please know that we are deeply grateful for the support of the City of Stanton. Your help allows us to continue the tradition of Santa's Siren that was begun by Jim Nelson over 25 years ago.

Yours in Service to the Children and families of Stanton,

Ann Nguyen
Youth Assistance Foundation
(714)467-5354
ann@cusack.com.au

Tax ID # 33-0757879
Mailing Address: 11211 Santa Maria, Stanton, CA 90680

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 14, 2023

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING PROTECTIONS ON NEWLY PAVED STREETS

REPORT IN BRIEF:

This Ordinance establishes protections on newly paved streets.

RECOMMENDED ACTION:

1. City Council find the proposed Ordinance not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15060(c)(2), 15061(b)(3), and 15378(b)(5); and
2. Conduct the first reading of Ordinance No. 1135 entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 12.08.450 TO AND AMENDING SECTIONS 12.08.010 AND 12.12.010 OF THE CITY'S MUNICIPAL CODE, REPEALING THE CITY'S ADMINISTRATIVE POLICY NO. VI-1-1, AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2), 15061(b)(3) AND 15378(b)(5)"; and

3. Set November 28, 2023 as the date for second reading of Ordinance No. 1135.

BACKGROUND:

The City maintains approximately 49 miles of paved surfaces, comprised of 12 miles of arterial and collector streets, 33 miles of local streets, and 4 miles of alleys. This equates to approximately 9.6 million square feet of pavement. The City has utilized the Pavement Management Plan to analyze and evaluate maintaining the City's streets. The Pavement Management Plan provides a systematic method for inspecting and rating the pavement conditions of the City's roadways. The City's citywide current average Pavement Condition Index (PCI) is 74.3 excluding alleys.

On May 26, 2009, the City Council approved an updated Pavement Cut Policy. The proposed ordinance and amendment to the City's Municipal Code will strengthen the City's ability to enforce guidelines.

ANALYSIS/JUSTIFICATION:

Periodically, contractors approach the City and request encroachment permits to excavate street segments for improvements or repairs. On average, the City issues approximately 20 encroachment permits per month. Sometimes, these excavations occur soon after a street has been constructed, overlaid, or slurry sealed. Contractors are required to repair the pavement cuts in accordance with the City's current repair standard; however, even with proper repair, street cuts have the potential to significantly alter and degrade the pavement surface.

As a result, the City proposes establishing protections on newly paved streets, alleys, and public places to minimize pavement degradation, maintain structural integrity, retain smooth surfaces, and limit negative visual impacts. With protections on newly paved streets in place, contractors with proposed projects requiring roadway excavation will need to plan and review potential conflicts with paving projects more effectively. The Public Works Department keeps planned projects available to the public so that utility companies can plan their excavation work to occur prior to new paving.

The proposed guidelines, set forth in Section 12.08.450 of the City's Municipal Code, establish the basis and process for determining the level of repair and replacement for pavement cuts for reconstructed and newly paved streets. The guidelines provide that:

1. On a paved, constructed, reconstructed, or resurfaced street, alley, or public place, the pavement surface shall not be cut or opened for a period of four (4) years after completion or from the recordation of a notice of completion. On a slurry-sealed street, the pavement surface shall not be cut or opened for a period of two (2) years after completion of the slurry seal.
2. The Public Works Director or designee may grant a waiver to the proposed guidelines for certain exempted situations, which may include:
 - Emergencies that create imminent endangerment of life or property;
 - Interruption of essential utility service;
 - Work that is mandated by City, state, or federal law;
 - Service connections for new development or new customers where no other reasonable means of providing service exists; or
 - Other situations deemed by the Director to be in the best interest of the general public.

Upon successful application, a waiver would allow contractors to make the street cuts; however, the standard for repair work of the streets under the proposed guidelines are subject to certain conditions of approval. This should incentivize contractors to plan repairs prior to a City initiated street project.

3. The City Engineer will enforce conditions determined appropriate to ensure the rapid and complete restoration of the street and street paving. Repaving may include street grinding, full-width rehabilitation of the roadway for the full length of the cut/trench plus ten feet, and other related work as determined by the City Engineer. Refer to Proposed Ordinance for specific required repairs.
4. Any person who is required to repave a street shall be subject to the requirements of Chapter 12.08 (Streets and Sidewalks--Excavations) of the Stanton Municipal Code, as well as the requirement to match the existing construction, reconstruction, overlay, or slurry seal, as provided in the proposed Ordinance.
5. Once the Ordinance is adopted, the proposed guidelines will affect streets, alleys, and public places that were newly constructed, reconstructed, or overlaid within the past four (4) years or slurry sealed within the past two (2) years. However, the Ordinance will not affect utility companies or contractors that have applications pending or existing encroachment permits for street cuts, as of the effective date of the Ordinance. City staff will create and maintain a Newly Paved Street List. This list will be available upon request and will be regularly updated.
6. Violations of Section 12.08.450 will be considered public nuisances, which may be corrected or abated as directed by the Director. Any person creating a public nuisance is guilty of a misdemeanor and may also be subject to administrative citations and fines.

The protections on newly paved streets will reduce pavement degradation and maintain the structural integrity of newly constructed or re-constructed streets. This will extend the life expectancy of these assets and it will minimize costs, inconvenience and negative effects to the public caused by cuts to newly paved streets.

Under Section 12.08.010 of the existing Municipal Code, there is no clear requirement to obtain an encroachment permit prior to performing excavation work on City property or within the public right-of-way. The Ordinance amends section 12.08.010 of the City's Municipal Code to clarify that an encroachment permit is required to perform any excavation work on City property or the public right-of-way. Additionally, Section 12.10.010 of the City's existing Municipal Code does not provide for penalties for work performed on City Property or the public right-of-way without a valid encroachment permit. The Ordinance amends section 12.12.010 of the City's Municipal Code to provide for penalties for work performed without a valid encroachment permit on City Property and the public right-of-way except under certain circumstances.

FISCAL IMPACT:

The fiscal impact will be limited to the cost required for the City Engineer and staff to create and maintain a Newly Paved Street List.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

The City Attorney drafted, reviewed, and approved the proposed Ordinance.

STRATEGIC PLAN OBJECTIVES ADDRESSED:

Obj. No. 3: Provide a quality infrastructure.

Obj. No. 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: HongDao Nguyen, City Attorney

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

Approved by: Hannah Shin-Heydorn, City Manager

Attachment(s):

A. Ordinance No. 1135

ORDINANCE NO. 1135

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 12.08.450 TO AND AMENDING SECTIONS 12.08.010 AND 12.12.010 OF THE CITY'S MUNICIPAL CODE, REPEALING THE CITY'S ADMINISTRATIVE POLICY NO. VI-1-1, AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2), 15061(b)(3) AND 15378(b)(5)

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

WHEREAS, pursuant to the California Constitution, Article, XI, section 7, the City of Stanton may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general law; and

WHEREAS, the California Constitution grants the City the right to adopt reasonable regulations regarding its rights-of-way, which reasonable regulations would include the establishment of protections on newly paved streets and the creation of clear enforcement mechanisms relating to encroachment permits; and

WHEREAS, the public right-of-way is a unique public resource held in trust for the benefit of the public; this physically limited resource requires proper management to maximize its efficiency and minimize the costs to taxpayers, to protect against foreclosure of future economic expansion because of premature exhaustion of the public right-of-way, and to minimize the inconvenience to and negative effects on the public from use of the public right-of-way by contractors and utility companies; and

WHEREAS, to protect the integrity and quality of streets and public right-of-way, the Stanton Municipal Code sets forth, in Chapter 12.08 ("Streets and Sidewalks -- Excavation--Excavations"), a permitting and fee system for encroachments and trench cuts to City streets; and

WHEREAS, protections on newly paved streets would safeguard the City's investment in its infrastructure, preserve the life of streets, and provide a safe driving surface and a pleasing appearance to roadway surfaces that have undergone utility work; and

WHEREAS, the City desires to establish protections on newly paved streets through the adoption of this Ordinance to further the purposes stated herein; and

WHEREAS, pursuant to California Government Code section 53069.4, the City may, by ordinance, make the violation of any ordinance enacted by its City Council subject to a civil administrative fine or penalty; and

WHEREAS, given the foregoing, the City has determined that it is appropriate to amend sections 12.080.010 and 12.12.010 to clarify that Work on City Property or in the public right-of-way without a valid encroachment permit is prohibited and to implement penalties for violating the aforementioned sections.

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

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

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

SECTION 3: Section 12.08.450 of Chapter 12.08 of Title 12 of the Stanton Municipal Code, entitled, "Protections on Newly Paved Streets," is hereby added to read in its entirety as follows (additions are underlined and deletions are in ~~strikeout~~):

"12.08.450 Protections on Newly Paved Streets"

A. Definitions. The following definitions are applicable within this section:

"Asphalt Concrete" (AC) means a blend of aggregate and asphalt binder meeting the specifications set forth in the City of Stanton standard specifications, Orange County standard specifications, and Caltrans Standard Specifications Section 39, " Hot Mix Asphalt," whichever is more stringent or as directed by the Director.

"Director" means Public Works Director or designee.

"Excavate" or "Excavation" means any cutting, drilling, digging, potholing or otherwise disturbing the street surface within the public right-of-way to access or install a utility line or any related facility or for other reasons.

"Facility" means any fiber optic, coaxial, or copper cable; communication service equipment; telephone, telecommunications, electric or other wire, line or equipment; utility structure; oil, gas, or other pipeline; duct; conduit; cabinet; tunnel; vault; drain; manhole; splice box; surface location marker; pole; subsurface tiebacks; soil nails; stairs; access ramps; subsurface foundations; landscape features, including curbs around planter areas;

planter boxes; clocks; bus shelters; phone booths; bike racks; fencing; retaining walls; benches; stockpiles; building materials; and other appurtenances or tangible things located in, upon, above, beneath, or across any public right-of-way.

"Newly Paved Street" means a public street, lane, court, alley, boulevard, median, parkway, parking lot, easement reserved by or dedicated to the city for vehicular or pedestrian travel, or other public right-of-way that was (a) constructed, reconstructed, or overlaid within the past four (4) years, or (b) slurry sealed within the past two (2) years.

"Permit" means written authorization from the Director to excavate, encroach upon, or obstruct a public right-of-way in compliance with this section.

"Public right-of-way" or "right-of-way" means land which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved for and dedicated to the general public for street, highway, alley, median, public utility, storm drainage, water, sanitary sewer, bikeway or pedestrian walkway purposes.

"Utility" means any person or entity providing electricity, gas, telephone, telecommunications, water, sanitary sewer or other services to customers, and which pursuant to state law or local franchise is entitled to install its facilities in the public right-of-way.

B. Protections on Newly Paved Streets. For streets, alleys, and public places that were constructed, reconstructed, overlaid, or sealed, the following shall apply:

1. Non-emergency street excavation is prohibited for a period of four (4) years from the date of notice of completion of street construction, reconstruction, or overlay.
2. Non-emergency street excavation is prohibited for a period of two (2) years from the date of notice of completion of slurry seal.

Utilities shall plan well enough in advance to determine alternate methods for making necessary repairs to avoid excavating newly resurfaced public streets.

C. Exceptions. Exceptions to the Protections on Newly Paved Streets may be permitted in the following situations, at the discretion of Director:

1. Emergencies that create imminent endangerment of life or property;
2. Interruption of essential utility service;

3. Work that is mandated by the city, state, or federal law;
4. Service for new development or new customers where no other reasonable means of providing service exists; and
5. Other situations deemed by the Director to be in the best interest of the general public.

Emergencies and other exceptions do not exempt the permittee from any requirements to repair the pavement as included herein or as conditions of approval of a permit. The provisions of this section shall not apply to officers or employees of the City acting in the discharge of their official duties.

D. Waiver Application. To apply for a waiver to excavate within a public street within four (4) years of the completion date of the street construction, reconstruction, or overlay or within two (2) years of the date of notice of completion of slurry seal, the applicant must submit a written request to the Director. The request must include the following:

1. The location of the excavation.
2. Description of the work to be performed.
3. A statement from the applicant setting forth good cause for why the work was not performed before the public street was resurfaced.
4. A statement from the applicant setting forth good cause for why the work cannot be deferred until after the respective four (4) year or two (2) year time periods referenced in this subsection.
5. A statement from the applicant setting forth good cause for why the work cannot be performed at another location.

E. Permit Conditions. In the event that a waiver is granted under subsection (D) of this section, any excavation in the public street shall be repaired in accordance with any and all conditions of the permit and the following standards:

1. Construction, Reconstruction, Overlay:
 - i. For street cuts/trenches, on a Newly Paved Street, perpendicular to traffic lanes (a transverse street cut): The permittee will be required to grind and overlay, two (2) inches of AC, twenty-five (25) feet on both sides of the trench line and for the full width of the street but not less than five (5) feet from the end(s) of the trench. All work requires a properly licensed contractor.
 - ii. For street cuts/trenches, on a Newly Paved Street, parallel to traffic lanes (a longitudinal street cut): The permittee will be required to grind and overlay two (2) inches of AC, the full width of the street minimum, for the full length of the cut plus ten (10) feet on both ends. All work requires a properly licensed contractor.

2. Slurry Seal:

- i. For street cuts/trenches, on a Newly Paved Street, perpendicular to traffic lanes (a transverse street cut): The permittee will be required to slurry seal, match existing slurry seal, twenty (20) feet on both sides of the trench line and for the full width of all impacted traffic lane(s) cut; but not less than five (5) feet from the end(s) of the trench. If the trench end(s) is less than or equal to five (5) feet from a lane line the adjacent lane shall be included. All work requires a properly licensed contractor.
- ii. For street cuts/trenches, on a Newly Paved Street, parallel to traffic lanes (a longitudinal street cut): The permittee will be required to slurry seal, match existing slurry seal, one-half (1/2) street width minimum, for the full length of the cut/trench plus ten (10) feet on both ends, but not less than or equal to five (5) feet from trench edge both sides of trench, if this limit encroaches into adjacent lane, the other half of the street, then the full lane width shall be included. All work requires a properly licensed contractor.

3. Microtrenching:

- i. For street cuts or trenches on a Newly Paved Street for the purpose of microtrenching, as defined in Government Code section 65964.5, the Director shall have discretion as to what repairs the permittee will be required to perform on a case-by-case basis.

F. Violation and Penalties. Any street cut, trench, or condition caused or permitted to exist in violation of any of the provisions of this section is a threat to public health, safety, and welfare. Such condition is hereby declared and deemed to be a public nuisance and may be corrected or abated as directed by the Director. In addition to the foregoing, all violations of this section shall be punishable in accordance with Title 1 of this Code."

SECTION 4: The City Council hereby repeals the City's Administrative Policy No. VI-1-1 titled "Pavement Cut Policy."

SECTION 5: Section 12.08.010 of Chapter 12.08 of Title 12 of the Stanton Municipal Code, entitled, "Permit, deposit required," is hereby amended to read in its entirety as follows (additions are underlined and deletions are in ~~strikeout~~)

“12.08.010 Permit, deposit required.

No person, firm or corporation shall make or cause or permit to be made, any excavation in or under the surface of any public street, alley, sidewalk or other public place for the installation, repair or removal of any public conduit, duct or tunnel, or for any other purpose without first obtaining from the city engineer a written permit to make such excavation and make a deposit to cover the cost of inspection and of restoring such public street, alley, sidewalk or other public place to its original condition, together with the incidental expenses in connection therewith as provided in this chapter. No person, firm, contractor, or corporation shall perform any work on or within City Property as defined in Section 12.12.010(A) or the public right-of-way without first obtaining an encroachment permit as required under section 12.12.010 of the Stanton Municipal Code. (Prior code § 12.12.010)

SECTION 6: Section 12.12.010 of Chapter 12.12 of Title 12 of the Stanton Municipal Code, entitled, “Approval of engineer,” is hereby amended to read in its entirety as follows (additions are underlined and deletions are in ~~strikeout~~)

“12.12.010 Approval of engineer.

A. Definitions. The following definitions are applicable within this Title 12.12:

“Facilities” means any fiber optic, coaxial, or copper cable; communication service equipment; telephone, telecommunications, electric or other wire, line or equipment; utility structure; oil, gas, or other pipeline; duct; conduit; cabinet; tunnel; vault; drain; manhole; splice box; surface location marker; pole; subsurface tiebacks; soil nails; stairs; access ramps; subsurface foundations; landscape features, including curbs around planter areas; planter boxes; clocks; bus shelters; phone booths; bike racks; fencing; retaining walls; benches; stockpiles; building materials; and other appurtenances or tangible things located in, upon, above, beneath, or across any City Property or public right- of-way.

“City Property” means both of the following: (i) any easement or license granted to the City; or (ii) any real property owned by the city.

“Encroachment Permit” means a permit issued by the City Engineer authorizing Work on or within City Property or the public right-of-way.

“Public right-of-way” or “right-of-way” means land which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved for and dedicated to the general public for street, highway, alley, median, public utility, storm drainage, water, sanitary sewer, bikeway or pedestrian walkway purposes.

“Work” means any activity on or within City Property or the public right-of-way that impacts or has the potential to impact Facilities.

B. Unauthorized Work.

1. Subject to subsection (C) below, it is a misdemeanor for any person, firm, corporation, or entity to perform Work on or within City Property or the public right-of-way, without first obtaining a valid Encroachment Permit in compliance with this section 12.12.010.

2. Subject to subsection (C) below, it is a misdemeanor for any person, firm, corporation, or entity to perform Work on or within City Property or the public right-of-way, in violation of any terms or conditions imposed by an Encroachment Permit issued for the Work.

3. Any person, firm, corporation, or entity who violates the provisions of this chapter is guilty of a separate offense for each day, or portion thereof, during which the violation continues

C. Exceptions. Subsections (B)(1) and (B)(2) shall not apply to any of the following:

1. Activities by any City employee conducted in the course of their employment.

2. Activities authorized by the City in writing.

3. Actions by first responders and/or members of the public to render assistance or medical care to another person at the scene of an emergency.

D. Penalties. In addition to any other remedies available at law or equity or provided under any other City ordinance, upon discovering a violation of subsection (B)(1) or (B)(2) above, the City may:

1. Require the immediate stoppage and removal of any Work-related equipment, connections, or tools from City Property or the public right-of-way;

2. After notice in accordance with City standards, terminate water and/or sewer service of any individual or entity responsible for the Work; and

3. Charge the perpetrator an administrative citation as provided for under Section 1.12.070 of the of the Stanton Municipal Code.

E. Payment and Appeal Procedures. The payment and appeal procedures for violations of this Ordinance shall be as set forth in Title 1 of the Stanton Municipal Code, as applicable.

F. All applications to the state or any agency thereof for encroachment permits over or access to state highways within the city shall be submitted to the city engineer for approval.

SECTION 7: The City Council hereby directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption within five working days of the approval and adoption of this ordinance.

SECTION 8: If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

SECTION 9: The documents and materials that constitute the record of proceedings on which this Ordinance and the above findings have been based are located in the City Clerk's Department, 7800 Katella Avenue, Stanton, California. The City Clerk is the custodian of records.

PASSED, APPROVED, AND ADOPTED this 24th day of November, 2023.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1135 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 14th day of November, 2023 and was duly adopted at a regular meeting of the City Council held on the 28th day of November, 2023, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK



City Council Initiated Item 12D

Item 12D:

“DISCUSSION REGARDING CONDUCTING A REVIEW AND
UPDATE OF THE CITY’S CURRENT CANNABIS ORDINANCE”

(These items do not contain a staff report)