

TO THE MEMBERS OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY FOR THE CITY OF STANTON AND TO THE CITY CLERK / SECRETARY:

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council / Successor Agency / Housing Authority for the City of Stanton is hereby called by the Mayor / Chairman, to be held on September 14, 2021, commencing at 5:00 p.m.

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

Dated: September 9, 2021

s/ Patricia A. Vazquez, City Clerk / Secretary

SAFETY ALERT – NOTICE REGARDING COVID-19

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

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

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

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

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE OFFICE OF THE CITY CLERK AT (714) 890-4245. NOTIFICATION BY 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



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

**TUESDAY, SEPTEMBER 14, 2021
CLOSED SESSION - 5:00 P.M.
JOINT REGULAR SESSION - 6:30 P.M.**

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

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

1. **CLOSED SESSION (5:00 PM)**

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

3. **PUBLIC COMMENT ON CLOSED SESSION ITEMS**

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

4. **CLOSED SESSION**

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

Property: 10692 Beach Boulevard, CA (APN 126-434-12)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Hyuncho Park, Owner

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

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

Title: City Attorney

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

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

7. **PLEDGE OF ALLEGIANCE**

8. **SPECIAL PRESENTATIONS AND AWARDS**

Presentation of Certificate of Recognition honoring the United States Postal Service – Stanton Branch carriers and frontline staff.

9. **CONSENT CALENDAR**

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

9B. **APPROVAL OF WARRANTS**

City Council approve demand warrants dated August 13, 2021 – August 26, 2021, in the amount of \$1,723,363.10.

9C. APPROVAL OF MINUTES

- A. City Council / Agency / Authority Board approve Minutes of the Joint Regular Meeting – July 27, 2021; and
- B. City Council / Agency / Authority Board approve Minutes of the City Council / Successor Agency / Housing Authority Special Joint Study Session Meeting and City Council / Successor Agency / Housing Authority Joint Regular Meeting – August 24, 2021.

9D. JUNE 2021 INVESTMENT REPORT

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

RECOMMENDED ACTION:

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

9E. JUNE 2021 GENERAL FUND REVENUE AND EXPENDITURE REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended June 30, 2021, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City’s General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City’s Capital Improvement Projects (CIP) as of June 30, 2021. (Staff is currently closing the City’s books for Fiscal Year 2020/21 in preparation for the City’s annual financial statement audit scheduled to begin in October. The final figures for June 2021 may differ from these preliminary reports.)

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 June 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended June 30, 2021.

9F. APPROVAL OF AGREEMENT NO. C-1-3254 AND THE AGENCY SERVICE PLAN WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY

To continue transportation services for the City's Senior Mobility Program, staff is requesting approval of Agreement No. C-1-3254 and the Agency Service Plan with the Orange County Transportation Authority (OCTA). The agreement will continue to fund the program providing transportation services for seniors in Stanton.

RECOMMENDED ACTION:

1. City Council declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve Agreement No. C-1-3254 and the Agency Service Plan between the Orange County Transportation Authority (OCTA) and the City of Stanton to provide transportation funds for the Senior Mobility Program; and
3. Authorize the City Manager to execute agreements on the City's behalf.

9G. RESOLUTION DECLARING SUPPORT FOR THE ORANGE COUNTY VETERANS CEMETERY IN ANAHEIM HILLS

Adoption of a Resolution of formal support of the Orange County Veterans Cemetery in Anaheim Hills, and encouragement of federal, state, and local governments to support this much-needed project.

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. Adopt Resolution No. 2021-31, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING SUPPORT FOR THE ORANGE COUNTY VETERANS CEMETERY IN ANAHEIM HILLS".

9H. APPROVAL OF AGREEMENT FOR TOWING SERVICES

Staff is recommending that the City enter into an Agreement for General Services for towing services with Action Southland Towing. This is a three-year agreement with the option of two one-year extensions. Action Southland Towing currently provides towing services for the City and the Orange County Sheriff's Department.

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. Approve the Agreement for General Services with Action Southland Towing for the provision of towing services for the period up to September 30, 2024, with the option of two additional one-year extensions.

9I. RESOLUTION APPROVING THE PROPERTY TRANSFER AGREEMENT OF 11870 BEACH BOULEVARD TO THE STANTON HOUSING AUTHORITY

Adoption of a Resolution approving the Property Transfer Agreement by and between the City of Stanton and the Stanton Housing Authority regarding 11870 Beach Boulevard, Stanton.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5); and
2. Adopt Resolution No. 2021-33, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING PROPERTY TRANSFER AGREEMENT REGARDING 11870 BEACH BOULEVARD WITH THE STANTON HOUSING AUTHORITY; FINDING AND DECLARING SUCH TRANSFER EXEMPT UNDER THE SURPLUS LAND ACT (GOVERNMENT CODE SECTION 54220 ET SEQ.); AND FINDING AND DECLARING SUCH TRANSFER EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE SECTION 21000 ET SEQ.)".

9J. RESOLUTION AMENDING THE POSITION CLASSIFICATION MANUAL AND SALARY AND BENEFITS RESOLUTION AMENDMENT

The attached Resolutions make changes to the Position Classification Manual by adding the job classifications of Management Analyst, Assistant Community and Economic Development Director, and Public Works Inspector and amend and approve the employee benefits and salary rates to reflect the new job classifications. Appropriation of funds is also requested to fund the Public Works Inspector and the reclassifications of the existing Facilities Maintenance Supervisor to Public Works Manager and the existing Administrative Clerk in the Public Works Department to Departmental Assistant.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making; and
2. Adopt Resolution No. 2021-30 amending the Position Classification Manual, entitled:

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

3. Approve the appropriation of \$32,643 to the General Fund, \$56,250 to the Gas Tax Fund, and \$18,750 to the Sewer Fund related to the Departmental Assistant and Public Works Manager reclassifications and the addition of a full-time Public Works Inspector; and
4. Adopt Resolution No. 2021-32 amending and approving employee benefits and salary rates, entitled:

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

9K. PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE ON-CALL CIVIL ENGINEERING SERVICES

In June 2021, City staff released a “Request for Proposals” (RFP) soliciting proposals to provide professional, on-call civil engineering services in accordance with the City’s Purchasing Policy and Procedures. City staff has pre-qualified three firms and recommends entering into on-call services agreements in the amount of \$150,000 with each of the pre-qualified firms. The total cost to the City will be dependent on the civil engineering tasks needed during the life of the agreements.

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 for professional civil engineering services to Onward Engineering, TAIT & Associates, Inc., and Hunsaker & Associates Irvine, Inc. to provide on-call professional civil engineering services for a maximum contract amount of \$150,000 each; and
3. Authorize the City Manager, with the concurrence of the City Attorney, to make minor modifications to the Professional Services Agreement and to bind the City of Stanton in three separate 3-year Agreements, one with each firm, to provide professional civil engineering services on an “on-call” basis.

9L. PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE ON-CALL LAND SURVEYING SERVICES

In June 2021, City staff released a “Request for Proposals” (RFP) soliciting proposals to provide professional, on-call land surveying services in accordance with the City’s Purchasing Policy and Procedures. City staff has pre-qualified five firms and recommends entering into on-call services agreements in the amount of \$50,000 with each of the pre-qualified firms. The total cost to the City will be dependent on the land surveying tasks needed during the life of the agreements.

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 for professional land surveying services to KDM Meridian, Hunsaker & Associates Irvine, Inc., GIS Surveyors Inc., Johnson-Frank & Associates, Inc., IMEG Corp to provide on-call professional land surveying services for a maximum contract amount of \$50,000 each; and

3. Authorize the City Manager, with the concurrence of the City Attorney, to make minor modifications to the Professional Services Agreement and to bind the City of Stanton in five separate 3-year Agreements, one with each firm, to provide professional land surveying services on an “on-call” basis.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS **None.**

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1111

This Ordinance was introduced at the regular City Council meeting of August 24, 2021.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1111, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING VARIOUS PROVISIONS OF THE STANTON MUNICIPAL CODE RELATING TO CAMPING, OVERSIZED VEHICLE PARKING, VACANT AND FORECLOSED PROPERTIES, AND PUBLIC NUDITY AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT”; and

2. City Council adopt Ordinance No. 1111.

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

12. NEW BUSINESS

12A. 2021 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE RESOLUTIONS AND PROPOSED BYLAWS AMENDMENTS

The League of California Cities Annual Conference and Expo is scheduled for September 22 – 24, 2021 in Sacramento. The League's Annual Business Meeting is scheduled to be held on September 24, 2021. At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must review the League of California Cities resolution packet and proposed bylaws amendments packet to determine the City's position on each resolution and proposed bylaws amendments so that the voting delegate can represent the City's position.

Resolution No. 1:

Resolution of the League of California Cities calling on the State legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair fulfillment center within their jurisdiction (*Information Resolution Packet attached*).

Resolution No. 2:

Resolution calling upon the Governor and the legislature to provide necessary funding for CUPC to fulfill its obligation to inspect railroad lines to ensure that operators are removing illegal dumping, graffiti and homeless encampments that degrade the quality of life and results in increased public safety concerns for communities and neighborhoods that abut the railroad right-of-way (*Information Resolution Packet attached*).

Proposed Bylaws Amendments:

1. Adjust the composition of the Board to achieve a higher impact and be more representative by adding Director seats to the Board for each of the five Diversity Caucuses, and transitioning members of the National League of Cities board from Cal Cities Directors to one non-voting advisor to the Cal Cities Board.
2. Recognize the Cal Cities Diversity Caucuses in the Cal Cities bylaws to reflect the full contribution the caucuses make to Cal Cities; mission and vision (*Information Resolution Packet attached*).
3. Update the League of California Cities' moniker to Cal Cities.
4. Make various minor technical corrections.

The enhancement of the Cal Cities' governance is a process that will be implemented in phases over several years (*Information Resolution Packet attached*).

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. Provide input/direction on the 2021 Annual League of California Cities Conference and Expo Resolutions to the City's voting delegate; and
3. Provide input/direction on the 2021 Annual League of California Cities Conference and Expo Proposed Bylaws Amendments to the City's voting delegate.

12B. STREET NAME SIGN REDESIGN

The City Council previously authorized a FY 2021-2022 budget of \$150,000 for the replacement of street name signs City-wide. City staff procured samples of street name sign designs with different combinations of text colors, background colors, logos and City seals for evaluation by the City Council. Staff is seeking direction on a specific street name sign design to pursue for competitive bids for fabrication and installation.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Provide direction to City staff on the street name sign design to utilize for contractor bidding.

13. ORAL COMMUNICATIONS - PUBLIC

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

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

14. WRITTEN COMMUNICATIONS None.

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

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

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

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

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

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

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

15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE ADVANTAGES AND DISADVANTAGES IN BECOMING A CHARTER CITY

At the August 24, 2021 City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss the advantages and disadvantages in becoming a charter city.

RECOMMENDED ACTION:

City Council provide direction to staff.

15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING PLACING AN ITEM ON THE BALLOT TO OBTAIN VOTER INPUT ON THE CONSIDERATION OF RETURNING TO AN AT-LARGE ELECTION SYSTEM

At the August 24, 2021 City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss placing an item on the ballot to obtain voter input on the consideration of returning to an at-large election system.

RECOMMENDED ACTION:

City Council provide direction to staff.

15F. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING IMPLEMENTING VACCINATION RULES AND REQUIREMENTS FOR CITY STAFF MEMBERS

At the August 24, 2021 City Council meeting, Mayor Pro Tem Taylor requested that this item be agendaized for discussion. Mayor Pro Tem Taylor is requesting to discuss implementing vaccination rules and requirements for City staff members.

RECOMMENDED ACTION:

City Council provide direction to staff.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY FIRE AUTHORITY

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 9th day of September, 2021.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

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

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

August 13, 2021 - August 26, 2021

Electronic Transaction Nos.	1558-1571	\$	1,141,544.59
Check Nos.	134145-134211	\$	581,818.51

TOTAL	\$	1,723,363.10
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Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.



City Manager

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



Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: mbannigan
Printed: 8/31/2021 11:38 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
1558	GOL1321 August 12	GOLDEN STATE WATER COMPANY FY21-22 May 19-Jul 21 Water Services Park Jul	08/13/2021		143.97
				Total for Check Number 1558:	0.00 143.97
1559	JEN14424 PPE 7/31/2021	ANA JENSEN FY21-22 Wage Garnishment PPE 7/31/2021	08/13/2021		200.00
				Total for Check Number 1559:	0.00 200.00
1560	PUB15477 PPE 7/31/2021	PUBLIC AGENCY RISK SHARING AUT FY21-22 PARS-PPE 7/31/2021	08/13/2021		1,037.34
				Total for Check Number 1560:	0.00 1,037.34
1561	OCA2137 SH 59654 SH 59654 SH 59654	COUNTY OF ORANGE TREASURER- T FY21-22 Sheriff Contract Services Aug 2021 FY21-22 0.25% Early Payment Discount FY21-22 Sheriff Contract Services Aug 2021	08/13/2021		719,328.52 -2,532.85 293,810.24
				Total for Check Number 1561:	0.00 1,010,605.91
1562	BOY14658 34	BOYS & GIRLS CLUBS OF FULLERTON FY20-21 Fullerton CBO-Focus Area #1: May 20	08/13/2021		5,520.00
				Total for Check Number 1562:	0.00 5,520.00
1563	CAL12493 100000016512462	CALPERS FY21-22 Fees for GASB-68 Reports and Schedu	08/17/2021		1,400.00
				Total for Check Number 1563:	0.00 1,400.00
1564	GOL1321 August 16 August 16 August 16	GOLDEN STATE WATER COMPANY FY21-22 May 21-Jul 23 Water Services Building FY21-22 May 21-Jul 23 Water Services Median FY21-22 May 21-Jul 23 Water Services Park Jul	08/18/2021		818.96 1,900.09 1,969.31
				Total for Check Number 1564:	0.00 4,688.36
1565	CIT13872 2021-060002	KINGDOM CAUSES, INC FY20-21 City Net-North OC Public Safety Task	08/19/2021		44,732.08
				Total for Check Number 1565:	0.00 44,732.08
1566	BEN15755 9637 9637 9637 9637 9637	BENEFIT COORDINATORS CORPORAT FY21-22 Retroactive July-A.Gonzalez & A.Pale FY21-22 Retroactive July-A.Gonzalez & A.Pale FY21-22 August 2021 Prism Life Ins-City FY21-22 August 2021 Prism Life Ins-City FY21-22 August 2021 Prism Life Ins-Employee	08/19/2021		78.09 21.60 453.60 2,263.71 426.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 1566:	0.00	3,243.78
1567	EDD1067	EDD	08/19/2021		
	8/14/2021	FY21-22 State Unemployment			49.16
	8/14/2021	FY21-22 State Tax Withholding			4,873.74
			Total for Check Number 1567:	0.00	4,922.90
1568	GOL1321	GOLDEN STATE WATER COMPANY	08/20/2021		
	August 19	FY21-22 May 29-Jul 28 Water Services Park Jul			1,263.29
	August 19	FY21-22 May 26-Jul 28 Water Services Housing			7,042.36
			Total for Check Number 1568:	0.00	8,305.65
1569	INT1569	INTERNAL REVENUE SERVICE	08/23/2021		
	8/14/2021	FY21-22 (MC) Medicare-Employee Share			1,962.42
	8/14/2021	FY21-22 (ME) Medicare-City Share			1,962.42
	8/14/2021	FY21-22 (FD) Federal Tax Withholding			14,389.91
			Total for Check Number 1569:	0.00	18,314.75
1570	CAS680	CA ST PERS 103	08/26/2021		
	PPE 7/31/2021	FY21-22 PERS-Survivor (Employee) T1 PPE 7/			9.30
	PPE 7/31/2021	FY21-22 PERS-Employee's Share T1 PPE 7/31/			1,933.81
	PPE 7/31/2021	FY21-22 PERS-Survivor Classic T2 PPE 7/31/2/			5.58
	PPE 7/31/2021	FY21-22 PERS-Employee Classic T2 PPE 7/31/			1,993.23
	PPE 7/31/2021	FY21-22 PERS-City's Share T1 PPE 7/31/2021			3,005.70
	PPE 7/31/2021	FY21-22 PERS-City's Share Classic T2 PPE 7/3			2,463.08
	PPE 7/31/2021	FY21-22 PERS-Employee New T3 PPE 7/31/20/			4,663.77
	PPE 7/31/2021	FY21-22 PERS-City's Share New T3 PPE 7/31/2			5,244.16
	PPE 7/31/2021	FY21-22 PERS-Survivor New T3 PPE 7/31/202			25.11
			Total for Check Number 1570:	0.00	19,343.74
1571	CAS680	CA ST PERS 103	08/26/2021		
	PPE 8/14/2021	FY21-22 PERS-Survivor (Employee) T1 PPE 8/			9.30
	PPE 8/14/2021	FY21-22 PERS-Employee Classic T2 PPE 8/14/			1,993.24
	PPE 8/14/2021	FY21-22 PERS-City's Share T1 PPE 8/14/2021			2,995.30
	PPE 8/14/2021	FY21-22 PERS-City's Share Classic T2 PPE 8/1/			2,463.08
	PPE 8/14/2021	FY21-22 PERS-Survivor Classic T2 PPE 8/14/2/			5.58
	PPE 8/14/2021	FY21-22 PERS-Employee New T3 PPE 8/14/20/			4,550.98
	PPE 8/14/2021	FY21-22 PERS-City's Share New T3 PPE 8/14/2			5,117.32
	PPE 8/14/2021	FY21-22 PERS-Employee's Share T1 PPE 8/14/			1,927.13
	PPE 8/14/2021	FY21-22 PERS-Survivor New T3 PPE 8/14/202			24.18
			Total for Check Number 1571:	0.00	19,086.11
134145	WRE16088	JAMES WREN	08/23/2021		
	PPE 8/14/2021	Payroll for Period 8/1/2021-8/14/2021			4,644.13
			Total for Check Number 134145:	0.00	4,644.13
134146	WRE16088	JAMES WREN	08/23/2021		
		Payroll for Period 7-18-21 - 7-31-21			4,644.13
			Total for Check Number 134146:	0.00	4,644.13
134147	AFL187	AFLAC-FLEX ONE	08/26/2021		
	871066	FY21-22 August 21 Employee (Disability Ins)			122.31
	871066	FY21-22 August 21 Employee (Aflac)			266.90
	871066	FY21-22 August 21 Life Ins-Employee Share			38.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 134147:	0.00	427.21
134148	ALL228	ALL CITY MANAGEMENT SVCS, INC.	08/26/2021		
	71397	FY21-22 School Crossing Guard Services 06/27/			1,222.02
	71479	FY21-22 School Crossing Guard Services 7/11/2			1,156.80
	71522	FY21-22 School Crossing Guard Services 7/25/2			578.40
			Total for Check Number 134148:	0.00	2,957.22
134149	ANA16089 38060097	ANAHEIM PUBLIC WORKS FY21-22 Refund Parking Violation for Cruz Elei	08/26/2021		40.00
			Total for Check Number 134149:	0.00	40.00
134150	ANT14160 23569	REGENIA ANTHONY FY21-22 Refund Park Shelter Deposit for 08/14/	08/26/2021		100.00
			Total for Check Number 134150:	0.00	100.00
134151	ATT377	AT&T	08/26/2021		
	8/22/2021	FY21-22 Corporate Yard July			443.51
	8/23/2021	FY21-22 DMV Access Line-July 335-253-0761			54.95
	8/23/2021	FY21-22 Cerritos Intercon-July 335-253-1318			198.94
	8/5/2021	FY21-22 Cerritos/Dale-July 714-826-1129			23.39
	8/5/2021	FY21-22 Cerritos/Magnolia-July 714-826-1762			23.42
	8/5/2021	FY21-22 Cerritos/Knott-July 714-236-0402			23.39
			Total for Check Number 134151:	0.00	767.60
134152	ATL16020 1271	ATLAS PLANNING SOLUTIONS FY21-22 Preparation of Local Hazard Mitigation	08/26/2021		2,642.00
			Total for Check Number 134152:	0.00	2,642.00
134153	BAN15486 0101 064 9719	MICHELLE BANNIGAN FY21-22 Employee Computer Loan Program	08/26/2021		1,000.00
			Total for Check Number 134153:	0.00	1,000.00
134154	BEA14942 13465 13466	BEAR ELECTRICAL SOLUTIONS, INC FY21-22 Traffic Signal Response-July FY21-22 Maintenance Service-July	08/26/2021		2,661.00 1,045.00
			Total for Check Number 134154:	0.00	3,706.00
134155	CRI13190 22944	C.R.I ELECTRIC, INC FY21-22 Replace damaged meter pedestal	08/26/2021		4,500.00
			Total for Check Number 134155:	0.00	4,500.00
134156	C3O13388 134628 135612 135613	C3 TECHNOLOGY SERVICES FY21-22 Front/CR Sharp Copiers/Toner/Mainten FY21-22 CS/Eng Sharp Copiers/Toner/Maintena FY21-22 FRC Sharp Copiers/Toner/Maintenance	08/26/2021		150.81 309.48 14.24
			Total for Check Number 134156:	0.00	474.53
134157	FIR1181 82089940	CORELOGIC SOLUTIONS, LLC FY21-22 JULY-21/Geographic Package-Realque	08/26/2021		315.00
			Total for Check Number 134157:	0.00	315.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
134158	COU11846 IN1270665	COUNTY OF ORANGE HEALTH CARE FY21-22 Inspections at City Yard -8100 Pacific :	08/26/2021		297.00
			Total for Check Number 134158:	0.00	297.00
134159	CYP925 71991 71991	CYPRESS ENGRAVING FY21-22 Name Badge & Nameplates:J.Ames FY21-22 Nameplates: OCFA/OCSD C.Alday/C.	08/26/2021		64.16 93.53
			Total for Check Number 134159:	0.00	157.69
134160	DOA16086 23571	JACQUELYNE DOAN FY21-22 Refund Park Shelter Deposit for 08/07/	08/26/2021		100.00
			Total for Check Number 134160:	0.00	100.00
134161	ECO1064 2020.13	ECONOMICS, INC. FY21-22 Provide solid waste and recycling cons	08/26/2021		1,587.08
			Total for Check Number 134161:	0.00	1,587.08
134162	FER14172 17	FERNWOOD MOBILE HOME PARK FY21-22 Lease Agreement for property along St	08/26/2021		2,575.00
			Total for Check Number 134162:	0.00	2,575.00
134163	FLO15506 CINV-002966	FLOCK SAFETY FY21-22 To lease 10 automatic license plate reac	08/26/2021		20,000.00
			Total for Check Number 134163:	0.00	20,000.00
134164	FRO13927 8/10/21	FRONTIER FY21-22 City Hall frame relay port Aug	08/26/2021		70.39
			Total for Check Number 134164:	0.00	70.39
134165	GAL1259 18917120	GALLS LLC FY21-22 Parking Control Clothing: 07/27/2021-	08/26/2021		129.28
			Total for Check Number 134165:	0.00	129.28
134166	GOM16085 23734	JENNY GOMEZ FY21-22 Refund Park Shelter Deposit for 08/08/	08/26/2021		100.00
			Total for Check Number 134166:	0.00	100.00
134167	GRA1350 9004993342	GRAINGER, INC. FY21-22 Supplies for City Repairs	08/26/2021		347.57
			Total for Check Number 134167:	0.00	347.57
134168	EXP13270 2121	GRAPHIC TEES, INC FY21-22 12 navy Stanton caps	08/26/2021		260.74
			Total for Check Number 134168:	0.00	260.74
134169	GRE1360 121447 121447 121447-43891 121447-43957	GREAT SCOTT TREE SERVICE, INC FY21-22 Tree trimming FY19/20 (10%) July FY21-22 Tree trimming FY19/20 (90%) July FY21-22 Tree Planting on Sentry FY21-22 Tree Planting on Jane Way	08/26/2021		577.10 5,193.90 395.00 395.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 134169:	0.00	6,561.00
134170	HER16084 23659	MANUELA HERNANDEZ FY21-22 Refund Park Shelter Deposit for 08/15/	08/26/2021		100.00
			Total for Check Number 134170:	0.00	100.00
134171	ICM1540 PPE 7/31/2021	ICMA RETIREMENT TRUST 302393 FY21-22 PPE 7/31/21-ICMA 302393	08/26/2021		4,085.00
			Total for Check Number 134171:	0.00	4,085.00
134172	INT15739 62700 63846 67804	INTERWEST CONSULTING GROUP, IN FY21-22 VOID/REISSUE/WR#133729/Constru FY21-22 VOID/REISSUE/WR#133729/Constru FY21-22 VOID/REISSUE/WR#133729/Constru	08/26/2021		15,950.00 9,570.00 10,000.00
			Total for Check Number 134172:	0.00	35,520.00
134173	INF1555 2021070019	IRC, INC FY21-22 Background/Ames	08/26/2021		97.02
			Total for Check Number 134173:	0.00	97.02
134174	KTG15871 0160633	KTGY GROUP, INC FY21-22 Prep 2020 Town Center Specific Plan/J	08/26/2021		4,762.50
			Total for Check Number 134174:	0.00	4,762.50
134175	KUS1699 1638	KUSUNOKI GARY I FY21-22 Citation Hearing-07/21/2020 1-IP/1-W	08/26/2021		100.00
			Total for Check Number 134175:	0.00	100.00
134176	LAH16057 44810	LA HABRA FENCE COMPANY, INC FY21-22 Install new fence along Norm Ross Fie	08/26/2021		20,000.00
			Total for Check Number 134176:	0.00	20,000.00
134177	LIL16087 119700007419 121500008253	JENNIFER LILLEY FY21-22 BUS EXP/Reimbursement for Office S FY21-22 BUS EXP/Reimbursement for Office S	08/26/2021		107.74 15.07
			Total for Check Number 134177:	0.00	122.81
134178	MER12502 637121 637121 637122 637766 637767	MERCHANTS BUILDING MAINTENAN FY21-22 Janitorial Services at City Hall for Aug FY21-22 Janitorial Services at FRC for Aug 202 FY21-22 Restroom Cleaning at SCP/Harry Dots FY21-22 COVID-19 mitigation-Disinfect and sa FY21-22 COVID-19 mitigation-Disinfect and sa	08/26/2021		1,482.22 303.59 1,935.00 507.00 552.00
			Total for Check Number 134178:	0.00	4,779.81
134179	MIN15024 32053 32169 32169	MINUTEMAN PRESS FY21-22 Print map for Sheriff station FY21-22 Business Card/T.Nguyen/M.Bannigan/ FY21-22 Business Card/J.Ames	08/26/2021		207.58 266.30 53.26
			Total for Check Number 134179:	0.00	527.14
134180	NAT2050	NATIONWIDE ENVIRONMENTAL SVC:	08/26/2021		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	31725	FY21-22 Sweeper Services for Jul 2021			11,424.93
			Total for Check Number 134180:	0.00	11,424.93
134181	PET14941 17645546	PETS BEST FY21-22 Pet Insurance August 2021	08/26/2021		124.97
			Total for Check Number 134181:	0.00	124.97
134182	PSI11874 29989	PSI FY21-22 VP wand for graffiti removal	08/26/2021		101.14
			Total for Check Number 134182:	0.00	101.14
134183	PYR12632 170371	PYRO-COMM SYSTEMS INC. FY21-22 Quarterly Monitoring Fees-Fire Alarm	08/26/2021		135.00
			Total for Check Number 134183:	0.00	135.00
134184	QUA15782 2021-07PR 2021-08	QUALITY MANAGEMENT GROUP, INC FY21-22 CM & Maintenance Salaries for Tina P FY21-22 Property Management for Tina Pacific	08/26/2021		8,016.66 6,250.00
			Total for Check Number 134184:	0.00	14,266.66
134185	SER15072 R2108704 R2108704	SERVICE FIRST FY21-22 Maintenance on SCP splash pad-Aug FY21-22 Maintenance on Dotson splash pad-Au	08/26/2021		1,225.00 1,225.00
			Total for Check Number 134185:	0.00	2,450.00
134186	SOC2734 08/05/21 08/05/21 08/05/21 08/09/21 08/09/21 08/09/21 08/12/21 08/23/21 08/23/21 8/16/2021	SO CAL EDISON FY21-22 Electric Services-Park July FY21-22 Electric Service-SCP July FY21-22 Stanton District Light July FY21-22 Electric Services-Building July FY21-22 Electric Services-Parks July FY21-22 Electric Services-Signals July FY21-22 Electric Services-Park July FY21-22 Electric Service-Medians Aug FY21-22 Stanton District Light Aug FY21-22 Electric Svc/Tina Pacific 07/07/21-08/	08/26/2021		631.84 2,711.05 10,205.07 2,741.93 14.82 56.68 1,051.18 50.77 33.32 526.15
			Total for Check Number 134186:	0.00	18,022.81
134187	SOU2770 180603	SOUTHWEST OFFSET PRINTING FY21-22 Recreation Brochure-Fall/Winter Stant	08/26/2021		4,421.07
			Total for Check Number 134187:	0.00	4,421.07
134188	SPR12052 TM INV-004353	SPRINGBROOK HOLDING COMPANY I FY21-22 HR Module Implementation-July 2021	08/26/2021		42.25
			Total for Check Number 134188:	0.00	42.25
134189	STA2817 1636937197 1636937197 1636937197 1636937197 1636937197	STAPLES BUSINESS CREDIT FY21-22 Office Supplies/Building Dept FY21-22 Office Supplies/City Clerk FY21-22 Office Supplies/P&R FY21-22 Supplies/IT/Cable Raceways FY21-22 Supplies/Building Maintenance	08/26/2021		10.81 15.00 94.71 76.02 493.48

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 134189:	0.00	690.02
134190	TAI14271 141698	TAIT & ASSOCIATES INC FY21-22 Slurry and Reconstruction Design Proji	08/26/2021		17,839.40
			Total for Check Number 134190:	0.00	17,839.40
134191	TOW14437 17404	TOWNSEND PUBLIC AFFAIRS, INC FY21-22 AUG-2021/Advocacy/Consulting Svcs	08/26/2021		4,000.00
			Total for Check Number 134191:	0.00	4,000.00
134192	TRA2947 2228	TRAUMA INTERVENTION PROGRAM FY21-22 TIP Agency User Fees 07/01/21-06/30/	08/26/2021		4,678.00
			Total for Check Number 134192:	0.00	4,678.00
134193	TRU13167 650172009	TRULY NOLEN OF AMERICA INC FY21-22 Monthly pest spraying for Aug	08/26/2021		160.00
			Total for Check Number 134193:	0.00	160.00
134194	TUR2970 35491 35492	TURBO DATA SYSTEMS INC FY21-22 JULY-21/Parking Citation Processing FY21-22 JULY-21/Admin Citation Processing	08/26/2021		1,299.19 153.18
			Total for Check Number 134194:	0.00	1,452.37
134195	VAN13002 9452 9452	VAN RY MAINTENANCE FY21-22 Community Center floor cleaning-Aug FY21-22 FRC floor cleaning-August	08/26/2021		225.00 125.00
			Total for Check Number 134195:	0.00	350.00
134196	VEN13764 0155389-IN 0155389-IN 0155389-IN 0155389-IN 0155389-IN 0155389-IN	VENCO WESTERN INC FY21-22 Median landscape maintenance-Aug FY21-22 Street landscape maintenance-Aug FY21-22 Norm Ross baseball field-Aug FY21-22 Park landscape maintenance-Aug FY21-22 Stanton Central Park-Aug FY21-22 Building landscape maintenance-Aug	08/26/2021		7,939.00 1,490.00 900.00 4,685.00 4,592.00 1,298.00
			Total for Check Number 134196:	0.00	20,904.00
134197	VER3059 9884225230 9884225231	VERIZON WIRELESS FY21-22 Mobile/Data Plans/Hotspots 6/17/21-7/ FY21-22 Mobile/Data Plans/Hotspots 6/17/21-7/	08/26/2021		667.87 925.71
			Total for Check Number 134197:	0.00	1,593.58
134198	WAG13143 INV2982125 INV2982125	WAGEWORKS FY21-22 JUL2021/Compliance Fee FY21-22 JUL2021/Administration Fee	08/26/2021		50.00 66.00
			Total for Check Number 134198:	0.00	116.00
134199	WIL16083 ST335104	ROGER WILKINS FY21-22 Initial review found: Not Liable	08/26/2021		41.00
			Total for Check Number 134199:	0.00	41.00
134200	C3O13388	C3 TECHNOLOGY SERVICES	08/26/2021		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	133264	FY20-21 CS/Eng Sharp Copier/Toner/Maintenar			390.20
	133440	FY20-21 Front/CR Sharp Copiers/Toner/Mainter			239.06
	134628	FY20-21 Front/CR Sharp Copiers/Toner/Mainter			172.32
	135612	FY20-21 CS/Eng Sharp Copier/Toner/Maintenar			174.46
	135613	FY20-21 FRC Sharp Copier/Toner/Maintenance			19.08
			Total for Check Number 134200:	0.00	995.12
134201	CAR630 21151876	CARE AMBULANCE SERVICE INC FY20-21 Ambulance Service/Joe Ceja	08/26/2021		100.00
			Total for Check Number 134201:	0.00	100.00
134202	CHA735 62372 62372 62373 62564 62564 62565 62619 62619 62620 62781 62781	CHARLES ABBOTT ASSOCIATES, INC FY20-21 Temp Help MAR-21/Permit Techniciar FY20-21 Inspection Services MAR-21/Bldg/Safi FY20-21 Predevelopment Review/MAR-21 FY20-21 Inspection Services APR-21/Bldg/Safe FY20-21 Temp Help APR-21/Permit Technician FY20-21 Predevelopment Review/APR-21 FY20-21 Temp Help MAY-21/Permit Techniciar FY20-21 Inspection Services MAY-21/Bldg/Safi FY20-21 Predevelopment Review/MAY-21 FY20-21 Inspection Services JUN-21/Bldg/Safet FY20-21 Temp Help JUN-21/Permit Technician	08/26/2021		9,867.00 29,081.33 648.00 105,181.63 8,382.00 249.00 7,194.00 73,812.62 56.50 27,288.99 1,584.00
			Total for Check Number 134202:	0.00	263,345.07
134203	COM15748 2021-06J	COMMUNICATIONS LAB FY20-21 Regional CBO-Professional Services-M	08/26/2021		4,500.00
			Total for Check Number 134203:	0.00	4,500.00
134204	GAR1275 AR000382 AR000383	CITY OF GARDEN GROVE FY20-21 Traffic Signal maintenance for Chapm FY20-21 Traffic Signal maintenance for Orange	08/26/2021		1,358.66 1,228.43
			Total for Check Number 134204:	0.00	2,587.09
134205	INT15739 68517	INTERWEST CONSULTING GROUP, IN FY20-21 Construction management and inspecti	08/26/2021		8,375.00
			Total for Check Number 134205:	0.00	8,375.00
134206	NV515131 218196 218196 218196	NV5, INC FY20-21 May-21/PW and Eng Staff Augmentati FY20-21 May-21/KB Homes/Katella Assemblag FY20-21 May-21/Bonanni/12200 Beach Blvd/Ei	08/26/2021		4,960.00 960.00 960.00
			Total for Check Number 134206:	0.00	6,880.00
134207	NV515131 223028 223028 223028	NV5, INC FY20-21 Jun-21/KB Homes/Katella Assemblage FY20-21 Jun-21/PW and Eng Staff Augmentatio FY20-21 Jun-21/Bonanni/12200 Beach Blvd/En	08/26/2021		960.00 6,720.00 1,280.00
			Total for Check Number 134207:	0.00	8,960.00
134208	PHA12971 48631	PARS FY20-21 JUNE2021/PARS/Administrator Servic	08/26/2021		468.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 134208:	0.00	468.66
134209	STA2817	STAPLES BUSINESS CREDIT	08/26/2021		
	1636415705	FY20-21 COVID/City Hall/Facilities re-opening			9,493.31
	1636415705	FY20-21 Office Supplies/City Council			34.29
	1636415705	FY20-21 Restock Copy Paper/Non-Dept Supplie			465.56
	1636415705	FY20-21 Office Supplies/HR			242.74
	1636415705	FY20-21 Office Supplies/SCP			46.99
	1636415705	FY20-21 Office Furniture/Supplies/PSTF			862.96
	1636415705	FY20-21 Office Supplies/City Clerk			59.67
	1636415705	FY20-21 Materials/Supplies/Engineering			102.85
	1636415705	FY20-21 Refund/Undelivered item/Supplies/SCI			-19.88
	1636415705	FY20-21 Office Supplies/ComDev			32.24
	1636415705	FY20-21 Office Supplies/P&R			25.84
	1636937197	FY20-21 Supplies/Building Maintenance			80.17
	1636937197	FY20-21 Office Supplies/HR			190.68
			Total for Check Number 134209:	0.00	11,617.42
134210	SUN14720 Year 4	SYA FOUNDATION FY20-21 Regional CBO-Class 27-Year 4	08/26/2021		12,557.00
			Total for Check Number 134210:	0.00	12,557.00
134211	TAI14271 140952	TAIT & ASSOCIATES INC FY20-21 Slurry and Reconstruction Design Proj	08/26/2021		30,122.10
			Total for Check Number 134211:	0.00	30,122.10
			Report Total (81 checks):	0.00	1,723,363.10

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

- 1. **CLOSED SESSION** None.
- 2. **CALL TO ORDER REGULAR STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING**

The meeting was called to order at 6:30 p.m. by Mayor / Chairman Shawver.

- 3. **PLEDGE OF ALLEGIANCE**

Led by Mr. Jesse Zavalla, Community Services Coordinator.

- 4. **ROLL CALL**

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

Absent: None.

Excused: None.

- 5. **SPECIAL PRESENTATIONS AND AWARDS**

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

- 6. **CONSENT CALENDAR**

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

Motion/Second: Warren/Ramirez

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

Motion unanimously carried:

DRAFT

CONSENT CALENDAR

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

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated July 2, 2021 – July 15, 2021, in the amount of \$2,485,630.28.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Special Joint Meeting and Joint Regular Meeting – July 13, 2021.

6E. LEASE AGREEMENT WITH FERNWOOD MOBILE HOME PARK, LP FOR ADDITIONAL PARKING FOR STANTON CENTRAL PARK AND APPROPRIATION OF FUNDS

The City has held an agreement for additional parking to accommodate visitors to Stanton Central Park with Fernwood Mobile Home Park since 2016. The agreement was put on hold during recent closures due to the pandemic. As activities have resumed, the need for additional parking has also increased. Stanton Central Park was designed to have 125 parking stalls. The agreement to lease approximately one acre of adjacent land will provide an additional 85 parking stalls. An appropriation from the General Fund's available fund balance is requested as the cost of this lease is not included in the City's Fiscal Year 2021-22 Adopted Budget.

1. The City Council declared that in accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3); and
2. Authorized the City Manager to execute the attached agreement for the leasing of property owned by the Fernwood Mobile Home Park, LP for parking for Stanton Central Park; and
3. Appropriated \$30,900 from the General Fund's available fund balance.

END OF CONSENT CALENDAR

DRAFT

6D. AUTHORIZATION FOR MAYOR DAVID J. SHAWVER AND COUNCIL MEMBER HONG ALYCE VAN TO ATTEND THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE IN SACRAMENTO

The League of California Cities Annual Conference and Expo is scheduled for September 22 – 24, 2021 in Sacramento. The League's Annual Business Meeting is scheduled to be held on September 24, 2021. In order to vote at the Annual Conference / Annual Business Meeting, City Council must designate a voting delegate and/or voting delegate alternate. Additionally, pursuant to the City of Stanton Travel and Reimbursement policy, a Council Member must receive City Council approval prior to a trip, if the trip will exceed \$500.00.

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

Motion/Second: Ramirez/Taylor

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

Motion unanimously carried:

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorized Mayor David J. Shawver and Council Member Hong Alyce Van to attend the League of California Cities Annual Conference, scheduled for September 22 – 24, 2021 in Sacramento; and
3. Designated Mayor David J. Shawver as the voting delegate and Council Member Hong Alyce Van as the voting delegate – alternate to serve as the City's representatives at the 2021 League of California Cities Annual Conference and Expo in Sacramento.

DRAFT

7. PUBLIC HEARINGS

7A. PUBLIC HEARING TO CONSIDER DEVELOPMENT AGREEMENT DA 20-05, PLANNED DEVELOPMENT PERMIT PDP 20-06, TENTATIVE TRACT MAP NO. 19145 AND SITE PLAN AND DESIGN REVIEW SPDR-810 FOR A NEW 36-UNIT, SINGLE FAMILY, CONDOMINIUM PROJECT LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE IN THE HIGH DENSITY RESIDENTIAL (RH), GENERAL MIXED-USE (GLMX) OVERLAY ZONE

A public hearing to consider a new 36-unit, single family, condominium project and associated improvements located at 7401, 7421 and 7455 Katella Avenue and 10941 and 10921 Western Avenue. Applications include Development Agreement DA 20-05, Planned Development Permit PDP 20-06, Tentative Tract Map No. 19145 and Site Plan and Design Review SPDR-810.

Introduction by Ms. Jennifer A. Lilley, Community and Economic Development Director.

Staff report by Ms. Estefany Franco, Associate Planner.

The City Council questioned staff regarding developer comments during the Stanton Planning Commission hearing, parking, elimination of units to increase parking numbers, options to increase green space, façade details, design features, architectural features, increased landscaping, development standards, setbacks, and elevations.

The public hearing was opened.

- Mr. John Good, Vice President of Land Acquisition, KB Homes Coastal Inc., Applicant, spoke regarding the proposed project (comments made during the Stanton Planning Commission hearing, traffic plan, elimination of units to increase parking numbers, options to increase green space, design features, development consisting solely of three bedroom units).
- Ms. Melissa Saldana, resident, spoke regarding concerns with the proposed project such as parking, path of travel, setbacks, increased traffic, and speeding. Ms. Saldana further requested that the City Council make a decision for the City's future and to approve a project that would benefit the current neighborhood and not only the developer.
- Ms. Margaret Cooney, resident, spoke regarding concerns with the proposed project such as parking, access for emergency vehicles, access for refuse trucks, traffic plan, and rodent control during and after demolition of the project site.

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- Mr. Greg Himes, resident, spoke in opposition of the proposed project and further spoke regarding concerns with traffic congestion, set-backs, the proposed traffic plan, and tandem parking.
- Mr. Jim Pugh, Sheppard Mullen Law Firm, applicants legal representative, reported on the procedural and legal authority of both the Planning Commission and City Council pertaining to the planned development permit and the City Council's need to recognize and memorialize the Planning Commission's decision in approving said permit. Mr. Pugh further reported on the California Environmental Quality Act (CEQA) planned development findings as presented by the applicant and City staff, the City's need for units, the City's need to comply with Regional Housing Needs Allocation (RHNA) numbers, site use, density, design, and efficient use of the land.
- Ms. Ellen Grun, resident, spoke in opposition of the proposed project and further spoke regarding density, decrease in the quality of life for the surrounding residents, loss of sight, sky, and sun light, and lack of space (setbacks / unit spacing).
- Mr. Danny Williams, resident, spoke in opposition of the proposed project and questioned what the City does for residents in supporting existing setback laws, inquired as to what KB Homes Coastal Inc. is providing to the community and requested that the City Council support the residents and ensure that the developer abides by the current rules as residents would have to do, should they make any changes such as additions to their own homes.

The City Council questioned if the developer would be willing to move forward with a project design that consisted solely of three (3) bedroom units.

Mr. John Goodman, KB Homes Coastal Inc., applicant confirmed and agreed with the City Council's request for the project design to consist solely of three (3) bedroom units.

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

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

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1. The City Council hereby determined that the Project is Categorically Exempt from CEQA under the Class 32 exemption for infill development set forth in State CEQA Guidelines section 15332. This determination is supported by substantial evidence, including (1) a 258-page CEQA Class 32 Categorical Exemption Support Letter (“Support Letter”) prepared by LSA, an environmental consultant; (2) an independent review of the Support Letter by the City of Stanton Planning Division; (3) an Initial Study; and (4) the entirety of the record of proceedings relating to the Project; and
2. Conducted the public hearing; and
3. Introduced Ordinance No. 1110 as amended*, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND KB HOME COASTAL, INC. FOR CERTAIN REAL PROPERTY LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH”;
and

**Motion to include modifications to the proposed ordinance and it’s exhibits and the proposed resolution by modifying the project design in removing the four (4) bedroom unit design options to a project that solely consist of three (3) bedroom units with an additional condition of approval to include three-car garages comprised of two standard parking spaces and one additional tandem space, and authority of approval of final design by staff with the intent to enhance and further improve the appearance of the elevations fronting Katella Avenue and Western Avenue.*

4. Adopted Resolution No. 2021-29 as amended* approving Site Plan and Design Review SPDR-810, Planned Development Permit PDP 20-06 and Tentative Tract Map No. 19145 to construct a new 36-unit, detached, condominium development and associated improvements, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SITE PLAN AND DESIGN REVIEW (SPDR)-810, PLANNED DEVELOPMENT PERMIT (PDP) 20-06 AND TENTATIVE TRACT MAP NO. 19145 FOR A NEW 36-UNIT, DETACHED CONDOMINIUM DEVELOPMENT FOR THE PROPERTIES LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE LOCATED IN THE HIGH DENSITY RESIDENTIAL (RH) AND GENERAL MIXED-USE (GLMX) OVERLAY ZONE AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER THE CLASS 32 EXEMPTION”; and

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**Motion to include modifications to the proposed ordinance and its exhibits and the proposed resolution by modifying the project design in removing the four (4) bedroom unit design options to a project that solely consist of three (3) bedroom units with an additional condition of approval to include three-car garages comprised of two standard parking spaces and one additional tandem space, and authority of approval of final design by staff with the intent to enhance and further improve the appearance of the elevations fronting Katella Avenue and Western Avenue.*

5. Set Ordinance No. 1110 for second reading and adoption at the August 24, 2021 regularly scheduled City Council meeting.

8. **UNFINISHED BUSINESS** None.

9. **NEW BUSINESS**

9A. **CITY OF STANTON'S AMERICAN RESCUE PLAN ACT ALLOCATION AND APPROPRIATION OF FUNDS**

The United States Department of Treasury released American Rescue Plan Act (ARPA) regulations and updated local government allocations on May 10, 2021. As part of the \$1.9 trillion relief package, the City of Stanton's allocation is at \$9,123,660. Staff will provide an ARPA presentation to propose the City's ARPA spending plans. In addition, staff is requesting an appropriation in the ARPA Fund totaling of \$4,460,980 for Fiscal Years 2020/21 and 2021/22 to appropriate the funds received from the State of California in July

Introduction by Mr. Jarad L. Hildenbrand, City Manager.

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

Motion/Second: Van/Warren

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

Motion unanimously carried:

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3), as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and

DRAFT

- 2. Received the presentation and approved the City of Stanton’s spending allocation plan of its \$9,123,660 American Rescue Plan Act allocation; and
- 3. Approved appropriations of \$120,000 including appropriation funding to retroactively pay the Stanton Housing Authority fund back to March 3rd, and \$4,340,980, for the ARPA Fund’s (#257) budgets for Fiscal Years 2020/21 and 2021/22, respectively.

9B. ST. POLYCARP CATHOLIC CHURCH REQUEST FOR CITY TO CO-SPONSOR ST. POLYCARP FAMILY FESTIVAL

Council Member Van recused herself from New Business Item 9B citing an appearance in impropriety. Council Member Van left the dais and exited the council chamber.

A request has been received for the City to co-sponsor the St. Polycarp Catholic Church’s St. Polycarp Family Festival, which is scheduled to be held on September 17 – 19, 2021.

Motion/Second: Shawver/Warren

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

Motion carried:

- 1. The City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
- 2. Authorized the City to act as a co-sponsor for the 2021 St. Polycarp Catholic Church’s St. Polycarp Family Festival and received and filed the report.

Council Member Van returned to the council chamber and dais.

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9C. UPDATE AND DISCUSSION REGARDING STEPS TAKEN TO ADDRESS HOMELESSNESS WITHIN THE CITY OF STANTON AND THE RESOURCES BEING OFFERED BY THE CITY

Staff has prepared a presentation regarding the steps taken to address homelessness within the City of Stanton and the resources being offered by the City.

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

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

2. Received and filed the report.

10. ORAL COMMUNICATIONS – PUBLIC None.

11. WRITTEN COMMUNICATIONS None.

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

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

- Council Member Van reported on the Stanton Community Foundation's and Boys and Girls Club of Stanton's Back to School Backpack giveaway event, which was held on July 24, 2021, and expressed her gratitude to Senator Josh Newman and City staff for their time and efforts in hosting a successful community event.

- Ms. Zenia Bobadilla, Community Services Director reported on the Movies Under the Stars series, National Night Out, Stanton Employee Luncheon, and Pacific Symphony free mobile concert.

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

None.

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

None.

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Item 12D was addressed within the presentation of New Business Item 9C.

~~12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING ORANGE COUNTY SHERIFF'S DEPARTMENT SERVICE LEVELS, HOMELESS SERVICES, TICKETING, AND ENFORCEMENT~~

~~At the July 13, 2021 City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss and review the provided services of the Orange County Sheriff's Department to the City such as service levels, homeless services, ticketing, and enforcement.~~

~~RECOMMENDED ACTION:~~

~~City Council provide direction to staff.~~

Item 12E was addressed within the presentation of New Business Item 9C.

~~12E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING AUTHORIZING THE CITY ATTORNEY'S OFFICE TO FACILITATE PROSECUTIONS OF LOCAL LAW~~

~~At the July 13, 2021 City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss development of policies and creation of ordinances to authorize and allow the City Attorney's office to facilitate more prosecutions of local law, giving the City more control over its prosecution efforts.~~

~~RECOMMENDED ACTION:~~

~~City Council provide direction to staff.~~

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

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14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

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

15. ADJOURNMENT in honor and memory of both Ms. Margie Rice and Ms. Marsha Frazier.

Motion/Second: Shawver/
Motion carried at 10:09 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON AUGUST 24, 2021

SPECIAL CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING
STUDY SESSION (5:00 PM)

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

**1. CALL TO ORDER STANTON JOINT CITY COUNCIL / SUCCESSOR AGENCY /
STANTON HOUSING AUTHORITY SPECIAL - STUDY SESSION**

The meeting was called to order at 5:03 p.m. by Mayor / Chairman Shawver.

2. ROLL CALL

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

Absent: None.

Excused: None.

3. PLEDGE OF ALLEGIANCE

Led by Mr. James L. Barisic.

SPECIAL ORDERS OF THE DAY

4. STUDY SESSION - NEW BUSINESS

**4A. STUDY SESSION REGARDING PROPOSALS FOR TINA-PACIFIC
AFFORDABLE HOUSING DEVELOPMENT**

Consideration of two proposals for the Tina-Pacific Affordable Housing
Development.

Introduction by Mr. Jarad L. Hildenbrand, City Manager.

Presentation by Volunteers of America Los Angeles (VOA-LA).

Presentation by Brandywine Development.

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Public Comment:

- Ms. Cecilia Tavake, resident, spoke regarding her concerns with the future of the Tina / Pacific neighborhood which has been her home since 1994. Ms. Tavake questioned the City Council on relocation assistance, current and future plans for the neighborhood, types of assistance that the City would provide to the current low income families and low income families with young children.
- Ms. Juliana Cacique, resident, spoke in opposition to the proposed project and spoke further regarding her concerns for the future of the Tina / Pacific neighborhood and the future of her family. Ms. Cacique stated that they are human, that they are people, people who work hard and care for their neighborhood and community. She further expressed the community's need for the City to understand and respect the families within the Tina / Pacific neighborhood who wish to understand and be made aware of the City's current and future goals for their neighborhood and their families.
- Ms. Ugochi L. Anaebere-Nicholson, Public Law Center, questioned the City Council regarding first right of refusal, timing, timing for residents who are interested in returning to the neighborhood, demolition plans, and replacement plans for those units deemed affordable.
- Mr. Paul Gonzales, resident, inquired about the requirements of the relocation assistance programs being presented by the developers and if undocumented residents within the Tina / Pacific neighborhood would have access to those assistance programs.
- Ms. Yesenia Hernandez, spoke regarding her concerns with the current living conditions within the Tina / Pacific neighborhood and questioned the City Council on what steps were being taken to actively address these concerns. Ms. Hernandez stated that she understands the future plans for the neighborhood, however, she is concerned with the lack of action being taken to ensure the safety and wellbeing of the families currently living within the Tina / Pacific neighborhood.
- Ms. Daisy Coruso, expressed her gratitude to the Tina / Pacific neighborhood residents who were in attendance and stated the importance in hearing what residents had to say in full and not via a brief summary. Ms. Coruso further spoke regarding her concerns with the current living conditions within the neighborhood and the lack of response and assistance that the neighborhood is receiving from the City and Quality Management in regards to the safety and wellbeing of the residents.
- Ms. Juliana Cacique, resident, spoke regarding the communities current unified efforts within the neighborhood ensuring that vacant units are secured and sealed, and reported on the lack of police patrol.

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Council / Authority Member Van motioned to review all proposals in closed session prior to moving forward with a recommended action.

Motion/Second: Van/Taylor
Motion unanimously carried by the following vote:

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

The City Council / Housing Authority moved to discuss and review all proposals in closed session, as agendized, prior to moving forward with a recommended action.

Closed Session items will be considered at the end of the regular meeting agenda.

5. ADJOURNMENT OF STANTON JOINT CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY SPECIAL - STUDY SESSION

The special meeting (study session) was adjourned at 7:33 p.m. by Mayor / Chairman Shawver.

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

The meeting was called to order at 7:39 p.m. by Mayor / Chairman Shawver.

7. CLOSED SESSION

Closed session items will be considered at the end of the regular meeting agenda.

8. PLEDGE OF ALLEGIANCE

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

9. ROLL CALL

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

Absent: None.

Excused: None.

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5. SPECIAL PRESENTATIONS AND AWARDS

- A. Presentation of award of recognition to outgoing Planning Commissioner Ms. Debi Grand.
- B. Presentation of award of recognition to outgoing Planning Commissioner Mr. Sou Moua.
- C. Presentation of award of recognition to outgoing Parks, Recreation, and Community Services Commissioner Ms. Jenny Lacayo.
- D. Presentation of award of recognition to outgoing Parks, Recreation, and Community Services Commissioner Ms. Nancy Heitman.
- E. Presentation of award of recognition to Ms. Ann Nguyen who has been selected as the 65th Assembly District's Woman of the Year by Assemblywoman Sharon Quirk-Silva.

11. CONSENT CALENDAR

Consent Calendar item 11I was pulled from the consent calendar for separate approval and discussion.

Motion/Second: Shawver/Warren

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

Motion unanimously carried:

CONSENT CALENDAR

11A. 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.

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11B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated July 16, 2021 – August 12, 2021, in the amount of \$2,990,019.14.

11C. JUNE 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)

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

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

11D. APPROVAL OF FIRST CONTRACT AMENDMENT INCREASING THE CONTRACT WITH REVIZE SOFTWARE SYSTEMS TO INCLUDE ADDITIONALLY MIGRATED PAGES

On August 11, 2020, the City of Stanton awarded a contract to ReviZe Software Systems to provide design, support and hosting services for the City's website. Our original sales agreement included the migration of 1,500 pages and documents, with a \$3 fee for any additional pages. A total of 2,665 pages and documents were transferred to the new site at the completion of the migration process.

1. The City Council declared that this amendment is not a project subject to review under the California Environmental Quality Act; and
2. Approved a First Amendment to the ReviZe Software Systems Agreement for a total contract amount not to exceed \$38,300; and
3. Authorized the City Manager to execute the first amendment with ReviZe Software Systems.

DRAFT

11E. PROFESSIONAL SERVICES AGREEMENT FOR PROCESSING PARKING CITIATIONS

Staff is recommending that the City enter a Professional Services Agreement (PSA) for processing parking citations to cover the period until June 30, 2022 with Turbo Data Systems. The City currently uses Turbo Data Systems for this service and entering the PSA would continue the existing service.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved the Professional Services Agreement with Turbo Data Systems for processing of parking citations to cover the period up to June 30, 2022; and
3. Authorized the City Manager to execute the Professional Services Agreement with Turbo Data Systems for processing of parking citations.

11F. APPROVE MUTUAL AID MEMORANDUM OF AGREEMENT BETWEEN COUNTY OF ORANGE AND CITY OF STANTON FOR THE COVID-19 VACCINATION EFFORT

During the regional effort to operate vaccination sites during the Covid-19 pandemic, City staff was utilized to staff sites across the county as well as the operation of Mobile Point of Dispensing (POD) sites in the City of Stanton. Approval of the Memorandum of Agreement will allow the City to seek reimbursement for the staff time utilized during the vaccination efforts.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorized execution of the Mutual Aid Memorandum of Agreement (MOA) with the County of Orange; and
3. Approved of the applicant agent resolution authorizing the City Manager to execute any actions necessary for the purposes of obtaining federal financial assistance related to this MOA if those actions do not materially change the terms or amount of the City's commitment as it is reflected in the above-referenced in the MOA; and
4. Authorized the adjustment of revenue and expense budgets in City's operating budget to match the mutual aid expenditures invoiced through the County to anticipated revenues.

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11G. JOINT AGREEMENT FOR 800MHZ EMERGENCY COMMUNICATIONS SYSTEM

Approval of the newly re-written Joint Agreement, which provides improved guidelines for the enhanced operations and fiscal management of the 800 MHz Countywide Coordinated Communication System. The new Joint Agreement also establishes Governance Committee Bylaws.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15301 (Class 1 – Existing Facilities); and
2. Approved the re-written Joint Agreement for the Operation, Maintenance, and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System between the 34 cities and the Orange County Fire Authority.

11H. MEMORANDUM OF UNDERSTANDING (MOU) FOR COUNTY OF ORANGE'S COUNTYWIDE MASS NOTIFICATION SYSTEM

Approval of the Memorandum of Understanding (MOU) with County of Orange, which would allow the City of Stanton to continue using the County's Countywide Mass Notification System, AlertOC.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(3) and 15378; and
2. Approved and authorized the Stanton Public Safety Department to execute and manage, on behalf of the City of Stanton, a Memorandum of Understanding between the City and the County of Orange to allow the City's use of the County's Countywide Mass Notification System under the terms and conditions of the County's Countywide Mass Notification System Operating Guidelines and vendor-provided agreements, commencing on July 1, 2021, and continuing through June 30, 2024.

END OF CONSENT CALENDAR

DRAFT

Council Member Ramirez and Ms. HongDao Nguyen, City Attorney cited a conflict of interest and recused themselves from the dais and City Council Chamber.

11I. AWARD OF PROFESSIONAL SERVICES AGREEMENT (PSA) FOR DEMOGRAPHER TO PREPARE REDISTRICTING MAPS DEPICTING ELECTORAL DISTRICT LINES

On November 28, 2017 the City Council adopted Ordinance No. 1073 establishing a district-based election system. Per legislation, California public agencies are required to redraw district lines every ten years following the decennial census. In anticipation of the release of the 2020 US Census data along with the mandated requirement to reassess district boundary lines, Staff has solicited bids via Request for Proposal (RFP) process for the purpose of a demographer to prepare redistricting maps depicting electoral district lines.

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

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

AYES: 4 (Shawver, Taylor, Van, and Warren)

NOES: None

ABSTAIN: 1 (Ramirez)

ABSENT: None

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Awarded the RFP bid for Demographer to Prepare Redistricting Maps Depicting Electoral District Lines in the amount not to exceed \$42,200 to Best Best & Krieger, LLP; and
3. Authorized the Mayor to execute the Professional Services Agreement binding the City of Stanton and Best Best & Krieger, LLP for the purpose of Demographer services to Prepare Redistricting Maps Depicting Electoral District Lines.

DRAFT

12. PUBLIC HEARINGS

12A. CONSIDERATION OF ORDINANCE NO. 1111, WHICH INCLUDES VARIOUS AMENDMENTS TO THE STANTON MUNICIPAL CODE REGARDING CAMPING, OVERSIZED VEHICLE PARKING, VACANT AND FORECLOSED PROPERTIES, AND PUBLIC NUDITY

Ordinance No. 1111 (“Ordinance”) includes quality of life amendments to the Stanton Municipal Code (“SMC”). Subject to limited exceptions, this Ordinance will prohibit oversized vehicle parking on the City’s public streets. Additionally, this Ordinance amends the City’s camping regulations for purposes of consistency across the SMC and in light of recent case law. The Ordinance also prohibits public nudity and strengthens the City’s regulations governing vacant properties (to now apply to all vacant properties, regardless of whether a foreclosure has occurred).

Staff report by Ms. HongDao Nguyen, City Attorney.

The public hearing was opened.

- Mrs. Lynn Selden, resident, spoke in favor of the proposed ordinance.
- Mr. Albert Selden, resident, spoke in favor of the proposed ordinance.
- Mr. Travis Nicholson, business owner, spoke in favor of the proposed ordinance.

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

Motion/Second: Warren/Taylor

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

Motion unanimously carried:

1. The City Council conducted a public hearing; and
2. Finds that: Ordinance No. 1111 is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines section 15060, subd. (c)(2), (3)); and

DRAFT

3. Introduced Ordinance No. 1111 entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING VARIOUS PROVISIONS OF THE STANTON MUNICIPAL CODE RELATING TO CAMPING, OVERSIZED VEHICLE PARKING, VACANT AND FORECLOSED PROPERTIES, AND PUBLIC NUDITY AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT”; and

4. Set Ordinance No. 1111 for adoption at the next regularly scheduled City Council meeting of September 14, 2021.

13. UNFINISHED BUSINESS

13A. APPROVAL OF ORDINANCE NO. 1110

This Ordinance was introduced at the regular City Council meeting of July 27, 2021.

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

Motion/Second: Van/Taylor

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1110, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND KB HOME COASTAL, INC. FOR CERTAIN REAL PROPERTY LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH”; and

2. The City Council adopted Ordinance No. 1110.

DRAFT

14. **NEW BUSINESS** None.

15. **ORAL COMMUNICATIONS – PUBLIC**

- Ms. Patricia Allen, resident, spoke regarding safety concerns within her senior living facility.

16. **WRITTEN COMMUNICATIONS** None.

17. **MAYOR/CHAIRMAN/COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS**

17A. **COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS**

- Council Member Van expressed her appreciation and gratitude to the Orange County Sheriff's Department and City staff for a successful National Night Out event, which was held at Stanton Central Park on August 6, 2021.
- Council Member Van reported on the Orange County Public Library's Back to School Event - Stanton Branch, which was held on August 18, 2021.
- Council Member Van reported on the Orange County Public Library's new electronic check out features for borrowing of Chromebooks (laptops) and the availability of WiFi hotspots with a valid Orange County Public Library card.
- Mayor Shawver reported on his virtual attendance at the August 20, 2021, Civic Select Committee meeting speaking on behalf of the City regarding Orange County Homelessness and Mental Health Services.

17B. **COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING**

- Mayor Shawver requested to agenda discussion regarding the advantages and disadvantages in becoming a charter city.
- Mayor Shawver requested to agenda discussion regarding placing an item on the ballot to obtain voter input on the consideration of returning to an at-large election system.
- Mayor Pro Tem Taylor requested to agenda discussion regarding implementing vaccination rules and requirements for City staff members.

DRAFT

17C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

None.

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

None.

19. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Mr. Jarad L. Hildenbrand introduced and welcomed the City's new Public Works Director / City Engineer Mr. Joe Ames to the City Council.
- Mr. Joe Ames, Public Works Director / City Engineer made a brief introduction about himself to the City Council.

19A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

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

CLOSED SESSION (*Heard out of order*)

Closed session items were considered at the end of the regular meeting agenda.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

None.

7. CLOSED SESSION

The members of the City Council / Successor Agency / Housing Authority of the City of Stanton proceeded to closed session at 8:35 p.m. for discussion regarding:

DRAFT

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

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)
8840 Tina Way, Anaheim, CA (APN 126-481-02)
8850 Tina Way, Anaheim, CA (APN 126-481-03)
8860 Tina Way, Anaheim, CA (APN 126-481-04)
8870 Tina Way, Anaheim, CA (APN 126-481-05)
8880 Tina Way, Anaheim, CA (APN 126-481-06)
8890 Tina Way, Anaheim, CA (APN 126-481-07)
8900 Tina Way, Anaheim, CA (APN 126-481-08)
8910 Tina Way, Anaheim, CA (APN 126-481-09)
8920 Tina Way, Anaheim, CA (APN 126-481-10)
8930 Tina Way, Anaheim, CA (APN 126-481-11)
8940 Tina Way, Anaheim, CA (APN 126-481-12)
8950 Tina Way, Anaheim, CA (APN 126-481-13)
8960 Tina Way, Anaheim, CA (APN 126-481-14)
8970 Tina Way, Anaheim, CA (APN 126-481-15)
8841 Pacific Avenue, Anaheim, CA (APN 126-481-29)
8851 Pacific Avenue, Anaheim, CA (APN 126-481-28)
8861 Pacific Avenue, Anaheim, CA (APN 126-481-27)
8870 Pacific Avenue, Anaheim, CA (APN 126-482-05)
8871 Pacific Avenue, Anaheim, CA (APN 126-481-26)
8880 Pacific Avenue, Anaheim, CA (APN 126-482-06)
8881 Pacific Avenue, Anaheim, CA (APN 126-481-25)
8890 Pacific Avenue, Anaheim, CA (APN 126-482-07)
8891 Pacific Avenue, Anaheim, CA (APN 126-481-24)
8900 Pacific Avenue, Anaheim, CA (APN 126-482-08)
8901 Pacific Avenue, Anaheim, CA (APN 126-481-23)
8910 Pacific Avenue, Anaheim, CA (APN 126-482-09)
8911 Pacific Avenue, Anaheim, CA (APN 126-481-22)
8920 Pacific Avenue, Anaheim, CA (APN 126-482-10)
8921 Pacific Avenue, Anaheim, CA (APN 126-481-21)
8930 Pacific Avenue, Anaheim, CA (APN 126-482-11)
8931 Pacific Avenue, Anaheim, CA (APN 126-481-20)
8940 Pacific Avenue, Anaheim, CA (APN 126-482-12)
8941 Pacific Avenue, Anaheim, CA (APN 126-481-19)
8950 Pacific Avenue, Anaheim, CA (APN 126-482-13)
8951 Pacific Avenue, Anaheim, CA (APN 126-481-18)
8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)
8961 Pacific Avenue, Anaheim, CA (APN 126-481-17)
8970 Pacific Avenue, Anaheim, CA (APN 126-482-15)
8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

DRAFT

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

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

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

Property: 10692 Beach Boulevard, CA (APN 126-434-12)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Hyuncho Park, Owner

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

20. CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING

The City Council / Successor Agency / Housing Authority reconvened in open session at 9:30 p.m.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 8:35 to 9:30 p.m.

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

DRAFT

SPECIAL ORDERS OF THE DAY

4. STUDY SESSION - NEW BUSINESS

4A. STUDY SESSION REGARDING PROPOSALS FOR TINA-PACIFIC AFFORDABLE HOUSING DEVELOPMENT

Consideration of two proposals for the Tina-Pacific Affordable Housing Development.

Motion/Second: Taylor/Ramirez

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

Motion unanimously carried:

1. The City Council / Housing Authority declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(3) and 15378; and
2. Received and filed presentations; and
3. Directed staff to negotiate with Brandywine Homes, National CORE, and C&C Development and, as necessary, enter into an exclusive negotiating agreement (ENA) with such developer to facilitate negotiations.

21. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 9:32 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: September 14, 2021

SUBJECT: JUNE 2021 INVESTMENT REPORT

REPORT IN BRIEF:

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

RECOMMENDED ACTIONS:

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

BACKGROUND:

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

	<u>Beginning Balance</u>	<u>Net Change</u>	<u>Ending Balance</u>
Cash and Investment Accounts (Pooled-All Funds)	\$ 47,948,199.50	\$ 558,841.63	\$ 48,507,041.13
Cash (Non-Pooled)	4,652,737.53	46,282.86	4,699,020.39
Total Cash and Investments	\$ 52,600,937.03	\$ 605,124.49	\$ 53,206,061.52

Between May 31, 2021, and June 30, 2021, the City’s total cash and investments increased by approximately \$605,124.

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

ANALYSIS:

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

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

	Market Value a June 30, 2021	Average Interest Rate	Percentage of Portfolio Invested by Type	Maximum Percentage of Portfolio Permitted by Investment Policy	In Compliance?
Local Agency Investment Fund (LAIF)	\$ 31,364,019.40	0.26%	63.28%	100.00%	Yes
California Asset Management Program (CAMP)	6,250,671.91	0.05%	12.61%	100.00%	Yes
Negotiable Certificates of Deposit	8,914,754.48	2.40%	17.99%	30.00%	Yes
Municipal Bonds	3,037,362.10	2.20%	6.13%	100.00%	Yes
Total Investments	<u>\$ 49,566,807.89</u>		<u>100.00%</u>		

As of June 30, 2021, the average purchase yield to maturity earned on the City’s total investment portfolio was 0.73%, which is above the benchmark LAIF return of 0.26%. The weighted average maturity of the City’s was approximately 136 days (approximately 4.5 months) as of June 30, 2021, which is in compliance with the City’s investment policy restriction of 3.5 years.

FISCAL IMPACT:

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

The City Treasurer controls a \$49.6 million portfolio, with \$12.0 million in investments held in a safekeeping account with Bank of the West.

ENVIRONMENTAL IMPACT :

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION :

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

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

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

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
101-various	General Fund	\$ 19,989,758.79	\$ 8,105,320.84	\$ (7,416,551.66)	\$ 20,678,527.97
102-111101	General Fund (Transactions & Use Tax)	(956,928.78)	1,652,763.72	(1,122,641.23)	(426,806.29)
210-111101	Certified Access Specialists (CASP) Program	44,223.19	-	-	44,223.19
211-111101	Gas Tax Fund	641,247.67	171,181.89	(52,651.43)	759,778.13
215-111101	Road Maintenance and Rehabilitation act (RMRA) Fund	275,105.22	127,224.11	(128,618.57)	273,710.76
220-111101	Measure M Fund	532,301.87	89,525.44	(89,476.35)	532,350.96
221-111101	Community Development Block Grant-COVID-19 (CDBG-CV) Fund	(82,500.00)	-	(45,000.00)	(127,500.00)
222-111101	Community Development Block Grant (CDBG) Fund	213,347.65	408.36	(387.56)	213,368.45
223-111101	Protective Services Fund	-	9,152.42	(9,152.42)	-
224-111101	Lighting Maintenance 1919 Act Fund	262,185.84	18,941.49	(34,071.50)	247,055.83
225-111101	Lighting/Median Maintenance 1972 Act Fund	1,275,585.44	30,640.47	(70,653.66)	1,235,572.25
226-111101	Air Quality Improvement Fund	145,840.54	18,469.35	(5,366.63)	158,943.26
242-111101	Supplemental Law Enforcement Grant Fund (current)	463,916.82	881.38	(87,893.92)	376,904.28
250-111101	Families and Communities Together (FaCT) Grant Fund	(44,424.53)	90,562.77	(43,582.81)	2,555.43
251-111101	Senior Transportation Fund	49,361.79	6,312.89	(7,943.56)	47,731.12
255-111101	CalGRIP Grant Fund (Fiscal Year 2014/15)	27,953.33	2,647.34	(3,324.51)	27,276.16
257-111101	America Rescue Act Plan (ARPA) Fund	(99,705.84)	11,216.18	(68,577.27)	(157,066.93)
261-111101	Street Impact Fees Fund	81,214.40	151.64	(143.92)	81,222.12
262-111101	Traffic Signal Impact Fees Fund	49,568.50	94.03	(89.24)	49,573.29
263-111101	Community Center Impact Fees Fund	155,265.62	294.37	(279.37)	155,280.62
264-111101	Police Services Impact Fees Fund	140,261.72	265.92	(252.37)	140,275.27
271-111101	Public Safety Task Force Fund	107,150.35	99,837.76	(130,877.93)	76,110.18
280-111101	Stanton Central Park Maintenance Fund	9,074.83	4,958.58	(14,033.41)	-
285-various	Stanton Housing Authority Fund	12,970,213.40	47,391.90	(106,247.59)	12,911,357.71
305-111101	Capital Projects Fund	278,929.05	69,617.10	(19,035.00)	329,511.15
310-111101	Park and Recreation Facilities Fund	3,501,052.94	6,591.78	(10,256.01)	3,497,388.71
501-111101	Sewer Maintenance Fund	5,505,886.54	76,119.82	(262,323.31)	5,319,683.05
502-111101	Sewer Capital Improvement Fund	(10,035.16)	10,035.16	-	-
602-111101	Workers' Compensation Fund	28,219.73	434.01	(431.26)	28,222.48
603-111101	Liability Risk Management Fund	113,940.15	223.03	(2,461.67)	111,701.51
604-111101	Employee Benefits Fund	617,541.56	79,105.36	(84,464.20)	612,182.72
605-111101	Fleet Maintenance Fund	513,521.07	15,231.58	(22,968.72)	505,783.93
801-111101	City Trust Fund	373,060.74	25,889.95	(44,328.99)	354,621.70
901-111101	North Orange County Public Safety Task Force (NOCPSTF) Trust Fund	776,065.06	270,353.29	(598,916.23)	447,502.12
Total Pooled Cash and Investments⁽¹⁾		\$ 47,948,199.50	\$ 11,041,843.93	\$ (10,483,002.30)	\$ 48,507,041.13
Less: Investments⁽¹⁾		\$ (44,867,888.44)	\$ (5,000,258.08)	\$ 301,338.63	\$ (49,566,807.89)
Cash - Bank of the West General Checking Account		\$ 3,080,311.06	\$ 6,041,585.85	\$ (10,181,663.67)	\$ (1,059,766.76)

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

Fund/ Account No.	Fund/Account Name	Beginning Balance	Increases	Decreases	Ending Balance
<u>CASH-NON-POOLED</u>					
101-111103	Payroll Account	\$ -	\$ 249,018.69	\$ (249,018.69)	\$ -
801/101-111107	Website Account	4,380.00	-	(4,380.00)	-
101-111109	Flexible Spending/AFLAC	2,184.39	-	(125.00)	2,059.39
101-111505	Petty Cash	1,100.00	-	(500.00)	600.00
604-111404	Cash with Fiscal Agent (PARS) ⁽²⁾	4,645,073.14	53,573.62	(2,285.76)	4,696,361.00
	Total Cash-Non-Pooled	\$ 4,652,737.53	\$ 302,592.31	\$ (256,309.45)	\$ 4,699,020.39
<u>INVESTMENTS</u>					
	POOLED ALL FUNDS	\$ 44,867,888.44	\$ 5,000,258.08	\$ (301,338.63)	\$ 49,566,807.89
	Total Investments ⁽³⁾	\$ 44,867,888.44	\$ 5,000,258.08	\$ (301,338.63)	\$ 49,566,807.89
	TOTAL CASH AND INVESTMENTS	\$ 52,600,937.03	\$ 11,344,436.24	\$ (10,739,311.75)	\$ 53,206,061.52

Notes:

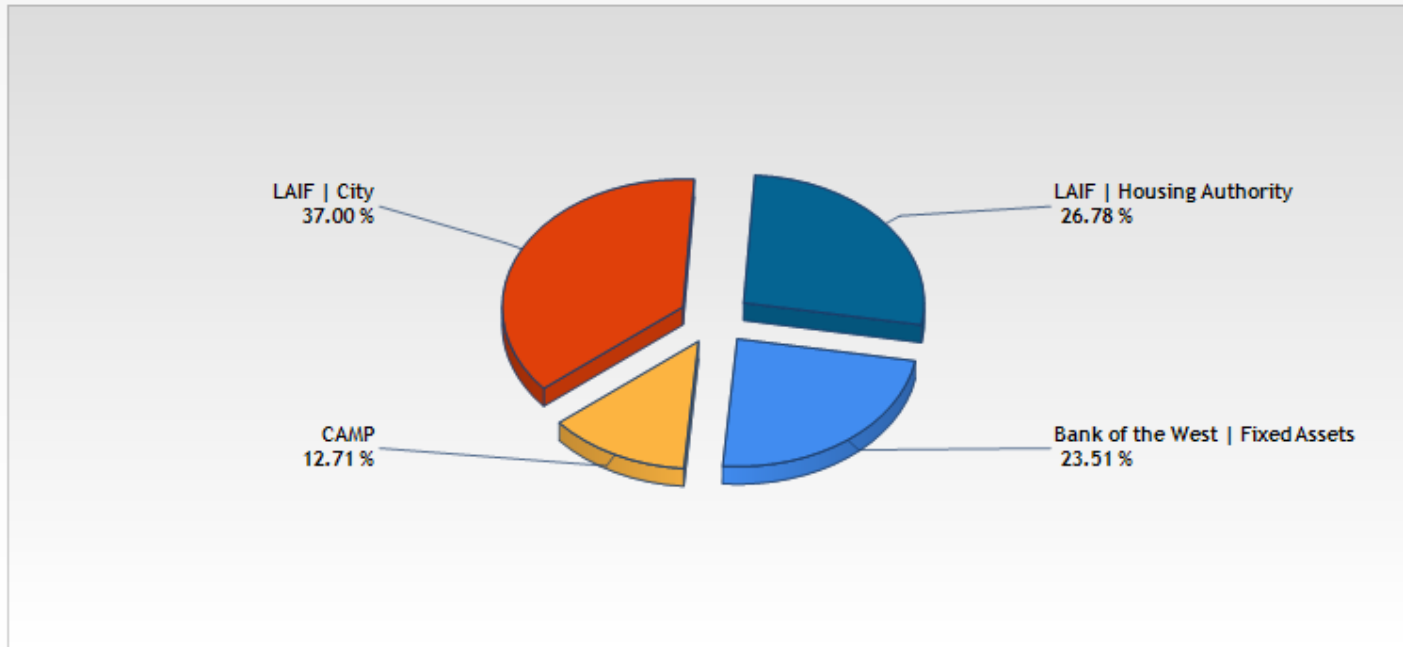
⁽¹⁾ - Pooled cash includes: City's Bank of the West general checking and safekeeping accounts, the City's Local Agency Investment Fund (LAIF) account, the Housing Authority's LAIF account, the California Asset Management Program (CAMP) account, and the Public Agency Retirement Services (PARS) account.

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

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

City of Stanton
 Distribution
 Group By: Portfolio Name
 Average By: Face Amount/Shares
 Portfolio / Report Group: All Portfolios
 As of: 6/30/2021

Portfolio Holdings Distribution by Portfolio Name



Portfolio Name	Face Amount/Shares	YTM @ Cost	Cost Value	Days To Maturity	% of Portfolio	Market Value	Book Value	Duration To Maturity
Bank of the West Fixed Assets	11,561,000.00	2.349	11,595,263.20	576	23.51	11,952,116.58	11,568,717.99	1.53
CAMP	6,250,671.91	0.050	6,250,671.91	1	12.71	6,250,671.91	6,250,671.91	0.00
LAIF City	18,193,588.79	0.262	18,193,588.79	1	37.00	18,195,098.31	18,193,588.79	0.00
LAIF Housing Authority	13,167,828.56	0.262	13,167,828.56	1	26.78	13,168,921.09	13,167,828.56	0.00
TOTAL / AVERAGE	49,173,089.26	0.726	49,207,352.46	136	100	49,566,807.89	49,180,807.25	0.36

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 6/30/2021

Description	CUSIP/Ticker	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Book Value	Market Value	Maturity Date	Days To Maturity	Accrued Interest	% of Portfolio
Certificate Of Deposit											
Abacus Federal Savings NY 1.95 7/21/2021	00257TAY2	7/21/2017	1.950	249,000.00	249,000.00	249,000.00	249,276.39	7/21/2021	21	119.72	0.51
Allegiance Bank TX 2.65 2/14/2023	01748DBB1	4/11/2019	2.650	249,000.00	249,000.00	249,000.00	258,977.43	2/14/2023	594	289.25	0.51
American Eagle Bank IL 2.1 5/23/2022	02554BCN9	6/9/2017	2.100	150,000.00	150,000.00	150,000.00	152,719.50	5/23/2022	327	60.41	0.31
American Express UT 2.35 8/8/2022	02587DV47	8/8/2017	2.350	247,000.00	247,000.00	247,000.00	253,088.55	8/8/2022	404	2,258.19	0.50
American Express UT 2.4 8/29/2022	02587CFU9	8/29/2017	2.400	247,000.00	247,000.00	247,000.00	253,565.26	8/29/2022	425	1,965.17	0.50
Bank Hapoalim NY 2.9 3/25/2024	06251AW48	4/24/2019	2.900	250,000.00	250,000.00	250,000.00	267,817.50	3/25/2024	999	1,926.71	0.51
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	265,862.28	5/23/2024	1,058	126.55	0.51
Barclays Bank DE 2 7/12/2021	06740KKC0	7/12/2017	2.000	247,000.00	247,000.00	247,000.00	247,160.55	7/12/2021	12	2,287.29	0.50
Capital One Bank VA 2.35 3/15/2022	140420Z52	3/15/2017	2.350	248,000.00	248,000.00	248,000.00	252,062.24	3/15/2022	258	1,708.48	0.50
Capital One VA 2.3 7/19/2022	14042RGN5	7/19/2017	2.300	247,000.00	247,000.00	247,000.00	252,713.11	7/19/2022	384	2,521.43	0.50
Cornerstone Community Bank CA 2.6 5/17/2024	219240BY3	5/17/2019	2.600	249,000.00	249,000.00	249,000.00	265,419.06	5/17/2024	1,052	230.58	0.51
EagleBank MD 2.65 4/28/2023	27002YEL6	4/30/2019	2.650	249,000.00	249,000.00	249,000.00	260,135.28	4/28/2023	667	0.00	0.51
Evansville Teachers FCU IN 2.25 7/22/2024	299547AV1	7/22/2019	2.250	249,000.00	249,000.00	249,000.00	263,636.22	7/22/2024	1,118	122.79	0.51
First Technology FCU CA 3.35 9/27/2023	33715LCJ7	9/27/2018	3.350	240,000.00	240,000.00	240,000.00	256,651.20	9/27/2023	819	66.08	0.49
First Tier Bank NE 1.95 8/23/2024	33766LAJ7	8/23/2019	1.950	249,000.00	249,000.00	249,000.00	261,601.89	8/23/2024	1,150	93.12	0.51
Goldman Sachs Bank NY 2.35 6/21/2022	38148PKX4	6/21/2017	2.350	247,000.00	247,000.00	247,000.00	252,485.87	6/21/2022	356	143.12	0.50
Greenstate FCU IA 1.95 2/28/2023	39573LAF5	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	256,305.66	2/28/2023	608	26.61	0.51
Healthcare Systems FCU VA 2.65 4/25/2024	42228LAD3	4/25/2019	2.650	246,000.00	246,000.00	246,000.00	262,282.74	4/25/2024	1,030	1,178.78	0.50
Horizon Bank NE 1.7 8/29/2023	44042TBQ6	7/29/2019	2.101	249,000.00	245,090.70	246,930.06	259,485.39	8/29/2023	790	11.60	0.51
I&C Bank of China, NY 2.15 4/12/2022	45581EAC5	8/15/2019	2.104	247,000.00	247,296.40	247,087.30	251,040.92	4/12/2022	286	261.89	0.50
Main Street Bank VA 2.6 4/26/2024	56065GAG3	4/26/2019	2.600	249,000.00	249,000.00	249,000.00	265,122.75	4/26/2024	1,031	70.95	0.51
MB Financial Bank IL 1.9 7/21/2021	55266CVW3	7/21/2017	1.900	249,000.00	249,000.00	249,000.00	249,268.92	7/21/2021	21	116.65	0.51
McGregor TX 2.3 6/28/2024	32112UDA6	7/12/2019	2.200	249,000.00	250,170.30	249,706.18	265,760.19	6/28/2024	1,094	31.38	0.51
Merrick Bank UT 2.6 8/23/2023	59013J7P8	4/23/2019	2.600	249,000.00	249,000.00	249,000.00	261,596.91	8/23/2023	784	124.16	0.51
Morgan Stanley NY 3.1 2/7/2024	61760AVJ5	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	264,014.58	2/7/2024	952	2,987.72	0.50
Morgan Stanley UT 3.1 2/7/2024	61690UDW7	2/7/2019	3.100	246,000.00	246,000.00	246,000.00	264,014.58	2/7/2024	952	2,987.72	0.50
Mountain America CU UT 3 3/27/2023	62384RAF3	4/9/2019	2.840	249,000.00	250,494.00	249,655.17	261,161.16	3/27/2023	635	61.40	0.51
Raymond James Bank FL 2 8/23/2024	75472RAE1	8/23/2019	2.000	247,000.00	247,000.00	247,000.00	259,888.46	8/23/2024	1,150	1,718.85	0.50

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
Sallie Mae Bank UT 2.3 8/2/2022	795450B61	8/2/2017	2.300	248,000.00	248,000.00	248,000.00	253,934.64	8/2/2022	398	2,312.85	0.50
State Bank India NY 2.35 3/14/2022	8562846V1	3/14/2017	2.350	248,000.00	248,000.00	248,000.00	252,047.36	3/14/2022	257	1,724.45	0.50
Synchrony Bank UT 2.4 5/19/2022	87165EL96	5/19/2017	2.400	247,000.00	247,000.00	247,000.00	252,130.19	5/19/2022	323	682.13	0.50
Third Federal Savings OH 2 7/28/2021	88413QBN7	7/28/2017	2.000	248,000.00	248,000.00	248,000.00	248,376.96	7/28/2021	28	2,079.12	0.50
TIAA FSB FL 2.1 7/29/2022	87270LCM3	7/29/2019	2.100	247,000.00	247,000.00	247,000.00	252,322.85	7/29/2022	394	2,160.07	0.50
University of Iowa CU IA 3.05 5/15/2023	91435LAG2	4/25/2019	2.919	248,000.00	249,240.00	248,572.69	261,186.16	5/15/2023	684	600.98	0.50
Washington Federal Bank WA 1.95 8/28/2024	938828BN9	8/28/2019	1.950	249,000.00	249,000.00	249,000.00	261,641.73	8/28/2024	1,155	26.61	0.51
Sub Total / Average Certificate Of Deposit			2.401	8,576,000.00	8,576,291.40	8,575,951.40	8,914,754.48		638	33,082.81	17.44
Local Government Investment Pool											
CAMP LGIP	CAMP3001	2/29/2020	0.050	6,250,671.91	6,250,671.91	6,250,671.91	6,250,671.91	N/A	1		12.71
LAIF City LGIP	LAIFCITY0895	2/29/2020	0.262	18,193,588.79	18,193,588.79	18,193,588.79	18,195,098.31	N/A	1		37.00
LAIF Housing Authority LGIP	LAIFHA0004	2/29/2020	0.262	13,167,828.56	13,167,828.56	13,167,828.56	13,168,921.09	N/A	1		26.78
Sub Total / Average Local Government Investment Pool			0.227	37,612,089.26	37,612,089.26	37,612,089.26	37,614,691.31		1	0.00	76.49
Municipal											
Arvin Community CA 2.5 3/1/2023	043288AK5	8/8/2019	2.350	275,000.00	276,399.75	275,655.23	284,031.00	3/1/2023	609	2,272.57	0.56
Fort Bragg CA 1.871 8/1/2024	347028JZ6	9/18/2019	1.750	205,000.00	206,150.05	205,729.21	210,112.70	8/1/2024	1,128	1,587.49	0.42
Guadalupe Community CA 2.25 8/1/2021-21	400559AD2	1/8/2018	2.545	225,000.00	222,750.00	224,944.66	225,328.50	8/1/2021	32	2,095.31	0.46
Los Angeles County CA 2.5 9/1/2021	54465AHP0	6/26/2017	2.080	400,000.00	406,684.00	400,275.58	401,464.00	9/1/2021	63	3,305.56	0.81
Oceanside Pension CA 3.25 8/15/2021	675371AX6	8/15/2017	2.034	280,000.00	293,013.00	280,409.72	280,952.00	8/15/2021	46	3,412.50	0.57
Riverside Pension CA 2.5 6/1/2022	769036BB9	6/20/2017	2.251	500,000.00	505,800.00	501,078.47	509,550.00	6/1/2022	336	1,006.94	1.02
Riverside Pension CA 2.5 6/1/2022	769036BB9	7/24/2017	2.401	240,000.00	241,080.00	240,204.67	244,584.00	6/1/2022	336	483.33	0.49
Riverside Pension CA 2.75 6/1/2024	769036BD5	8/28/2019	2.030	250,000.00	258,120.00	254,982.20	262,760.00	6/1/2024	1,067	553.82	0.51
Stockton CA 2.5 9/1/2023	861403AU7	5/1/2019	2.600	250,000.00	248,975.00	249,486.85	257,557.50	9/1/2023	793	2,065.97	0.51
Yorba Linda CA 2 9/1/2021	986176AQ8	8/24/2017	2.000	360,000.00	360,000.00	360,000.00	361,022.40	9/1/2021	63	2,380.00	0.73
Sub Total / Average Municipal			2.197	2,985,000.00	3,018,971.80	2,992,766.59	3,037,362.10		395	19,163.49	6.07
Total / Average			0.726	49,173,089.26	49,207,352.46	49,180,807.25	49,566,807.89		136	52,246.30	100

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: September 14, 2021

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

REPORT IN BRIEF:

The Revenue and Expenditure Report for the month ended June 30, 2021, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of June 30, 2021. (Staff is currently closing the City's books for Fiscal Year 2020/21 in preparation for the City's annual financial statement audit scheduled to begin in October. The final figures for June 2021 may differ from these preliminary reports.)

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 June 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended June 30, 2021.

ANALYSIS:

General Fund Revenue and Expenditure Reports

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

As of June 30, total General Fund revenues received to date was \$27.4 million, which represents 108% of the Fiscal Year 2020/21 budgeted amount and is approximately \$2.1 million (8%) higher than the revenues collected for the same period last year (Attachment A, page 2). The primary reason for the increase is due to \$1.6 million more in tax revenues and approximately \$1.4 million in fees and permits that was collected through June 2021, compared to the amount collected through June 2020.

Total General Fund expenditures were \$24.1 million through June 30, which represents 95% of the 2020/21 projected expenditures and is approximately \$2.9 million (11%) lower than the expenditures incurred for the same period last year (Attachment B, page 2). The primary reason for the reduction in expenditures is because the City Council approved the \$3.7 million transfer of the funds held in the Public Agency Retirement Services (PARS) account to be transferred from the General Fund and held in the City's Employee Benefits Fund.

Housing Authority Revenue and Expenditure Reports

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

As of June 30, total Housing Authority Fund revenues received to date was \$788,999, which represents 92% of the Fiscal Year 2020/21 budgeted amount and is \$3.6 million (82%) less than the revenue collected through the same period last year. In June 2020, the Housing Authority received \$3.4 million in housing bond funds from the Stanton Successor Agency. These funds were used to acquire various properties for the Tina Pacific affordable housing project. In addition, the Housing Authority's investment in the Local Agency Investment Fund (LAIF) reduced significantly between Fiscal Years 2019/20 and 2020/21 as the Housing Authority acquired properties for the Tina/Pacific affordable housing project. As a result, less investment earnings were realized during Fiscal Year 2020/21 than the previous fiscal year.

Total Housing Authority Fund expenditures were \$3.5 million through June 30, which represents 53% of the 2020/21 projected expenditures and is \$4.7 million (58%) lower than the expenditures incurred for the same period last year. The Housing Authority acquired \$7.5 million in properties for the Tina Pacific affordable housing project through June of last year. In addition, the City Council authorized staff to shift funding for the two Outreach Coordinator positions for March 2021 through June 30, 2021, from the Housing Authority Fund to the American Rescue Plan Act (ARPA) Fund. This resulted in approximately \$39,500 in budget savings for Fiscal Year 2020/21.

Status of Capital Improvement Projects (CIP)

The amended CIP budget is \$4.2 million as of June 30, 2021. As of June 30, capital project expenditures totaled \$1.5 million (37% of the amended budget). (Refer to Attachment F for a summary by project.)

FISCAL IMPACT:

Per Attachment C, the City's General Fund reserves is expected to be \$17.5 million by June 30, 2021.

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

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:

/s/ Michelle Bannigan

/s/ Jarad L. Hildenbrand

Michelle Bannigan, CPA
Finance Director

Jarad L. Hildenbrand
City Manager

Attachments:

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

CITY OF STANTON
June 2021 General Fund Revenues (100% of year)

	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
			Activity During June	Year To Date Actual *	Percent of Budget		
TAXES							
Property Tax	\$ 6,540,995	\$ 6,905,350	\$ 81,814	\$ 7,172,246	103.87%	\$ 6,460,110	11.02%
Sales and Use Tax	4,122,000	4,579,000	1,116,185	4,563,100	99.65%	4,278,141	6.66%
Transactions and Use Tax	4,092,000	4,622,000	1,137,117	4,802,188	103.90%	4,537,733	5.83%
Transient Occupancy Tax	432,000	432,000	102,355	558,843	129.36%	512,492	9.04%
Franchise Fees	1,080,935	1,080,935	135,474	1,105,276	102.25%	1,055,791	4.69%
Business Licenses	181,000	181,000	5,461	154,651	85.44%	161,619	-4.31%
Utility Users Tax	1,939,325	1,939,325	305,417	1,990,690	102.65%	1,791,516	11.12%
Tax Increment Pass-thru Payment	300,410	270,000	-	389,586	144.29%	356,277	9.35%
TAXES-TOTAL	18,688,665	20,009,610	2,883,823	20,736,580	103.63%	19,153,679	8.26%
INTERGOVERNMENTAL							
County WDA Shared Revenue	156,630	156,630	-	-	0.00%	293,062	-100.00%
Mandated Cost Reimbursement	32,115	32,115	47,069	47,069	146.56%	79,401	-40.72%
Motor Vehicle In Lieu	20,000	20,000	-	28,661	143.31%	31,110	-7.87%
Public Safety Augmentation Tax	140,600	157,490	40,833	161,372	102.46%	157,311	2.58%
Planning Grants	-	160,000	-	-	0.00%	-	**
Other Grants	4,200	169,700	1,502	137,012	80.74%	14,299	858.19%
INTERGOVERNMENTAL-TOTAL	353,545	695,935	89,404	374,114	53.76%	575,183	-34.96%
CHARGES FOR SERVICES							
Charges for Services	255,045	228,105	36,736	252,024	110.49%	140,000	80.02%
Information Technology Charges	24,675	24,675	2,024	24,285	98.42%	-	100.00%
Indirect Cost Reimbursement	-	-	-	-	**	269,210	-100.00%
CHARGES FOR SERVICES-TOTAL	279,720	252,780	38,760	276,309	109.31%	409,210	-32.48%
FEES AND PERMITS							
Solid Waste Impact Fees	1,150,000	1,150,000	272,325	1,020,708	88.76%	1,046,088	-2.43%
Building Permits and Fees	832,350	832,350	58,223	1,874,677	225.23%	1,202,402	55.91%
Planning Permits and Fees	173,500	75,500	7,603	104,129	137.92%	285,583	-63.54%
Engineering Permits and Fees	54,235	61,105	5,145	72,254	118.25%	76,911	-6.06%
Recycling Fees	96,975	96,975	20,355	85,717	88.39%	90,655	-5.45%
Other Permits and Fees	315,875	422,170	87,192	466,340	110.46%	277,015	68.34%
Community Services Fees	49,000	24,000	4,512	50,959	212.33%	35,680	42.82%
FEES AND PERMITS -TOTAL	2,671,935	3,214,096	455,355	4,629,280	144.03%	3,261,634	41.93%

CITY OF STANTON
June 2021 General Fund Revenues (100% of year)

	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
			Activity During June	Year To Date Actual *	Percent of Budget		
FINES AND FORFEITURES							
General Fines	500	500	43	773	154.60%	643	20.22%
Motor Vehicle Fines	111,765	111,765	20,803	132,845	118.86%	117,937	12.64%
Parking Citations	200,000	200,000	55,498	288,644	144.32%	203,978	41.51%
DMV Parking Collections	60,000	60,000	11,441	61,927	103.21%	80,826	-23.38%
Administrative Citation	5,000	5,000	1,310	29,938	598.76%	8,260	262.45%
FINES AND FORFEITURES-TOTAL	377,265	377,265	89,095	514,127	136.28%	411,644	24.90%
USE OF MONEY AND PROPERTY							
Investment Earnings	161,000	161,000	66,985	261,950	162.70%	566,192	-53.73%
Unrealized Gains (Losses)	-	-	(17,178)	(146,330)	**	378,633	**
Rental Income	80,530	24,830	-	15,531	62.55%	83,917	-81.49%
USE OF MONEY AND PROPERTY-TOTAL	241,530	185,830	49,807	131,151	70.58%	1,028,742	-87.25%
MISCELLANEOUS REVENUE							
Miscellaneous Revenue	10,500	10,500	13,610	52,966	504.44%	60,216	-12.04%
MISCELLANEOUS REVENUE-TOTAL	10,500	10,500	13,610	52,966	504.44%	60,216	-12.04%
TRANSFERS IN							
From Gas Tax Fund	120,500	130,500	10,875	130,500	100.00%	-	100.00%
From Protective Services Fund	413,590	416,048	-	412,318	99.10%	380,000	8.50%
From Supplemental Law Enforcement Grants Fund	93,590	93,590	7,799	93,590	100.00%	-	100.00%
From Senior Transportation Fund	-	-	-	-	**	3,484	-100.00%
TRANSFERS IN-TOTAL	627,680	640,138	18,674	636,408	99.42%	383,484	65.95%
TOTAL REVENUES AND TRANSFERS IN	\$ 23,250,840	\$ 25,386,154	\$ 3,638,528	\$ 27,350,935	107.74%	\$ 25,283,792	8.18%

* = Actual data is reported through June, however, the year end closing process will not be complete until the City's audit is completed in October. Final figures for Fiscal Year 2020/21 could differ from this interim financial report.

TAXES
June 2021 General Fund Revenues (100% of year)

Acct. No.	Description	FY 2020/21	FY 2020/21	FY 2020/21		% of Budget	FY 2019/20	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During June	Year To Date Actual *		Actual	
101	General Fund							
430100	Current Year-Secured	\$ 1,096,000	\$ 1,122,000	\$ 10,328	\$ 1,106,495	98.62%	\$ 1,113,736	-0.65%
430105	Current Year-Unsecured	35,000	32,500	4,980	31,887	98.11%	32,466	-1.78%
430110	Property Tax-Prior Year	1,000	300	440	440	146.67%	271	62.36%
430115	Property Tax-Supplemental	31,890	23,000	3,797	20,764	90.28%	22,084	-5.98%
430120	Residual Redevelopment Property Tax	950,790	1,076,000	-	1,230,012	114.31%	1,024,653	20.04%
430121	In-Lieu Vehicle License Fee	4,315,000	4,549,000	-	4,549,481	100.01%	4,155,958	9.47%
430125	Property Tax-Public Utility	41,275	-	-	-	**	-	**
430130	Tax Administration Fees	(5,000)	-	-	-	**	(4,706)	-100.00%
430135	Homeowners Tax Relief	4,990	32,500	781	3,383	10.41%	5,529	-38.81%
430140	Property Transfer Tax	70,050	70,050	51,879	219,236	312.97%	110,119	99.09%
430145	Property Tax-Penalties/Int	-	-	9,609	10,548	**	-	100.00%
430200	Sales And Use Tax	4,122,000	4,579,000	1,116,185	4,563,100	99.65%	4,278,141	6.66%
430300	Transient Occupancy Tax	432,000	432,000	102,355	558,843	129.36%	512,492	9.04%
430405	Franchise Tax/Cable TV	226,200	226,200	-	192,297	85.01%	212,748	-9.61%
430410	Franchise Tax/Electric	197,200	197,200	-	212,019	107.51%	188,334	12.58%
430415	Franchise Tax/Gas	57,685	57,685	-	87,265	151.28%	49,965	74.65%
430420	Franchise Tax/Refuse	521,850	521,850	135,474	525,850	100.77%	526,971	-0.21%
430425	Franchise Tax/Water	78,000	78,000	-	87,845	112.62%	77,773	12.95%
430500	Business License Tax	181,000	181,000	5,461	154,651	85.44%	161,619	-4.31%
430600	Util User Tax/Electricity	934,720	934,720	145,099	1,078,838	115.42%	921,390	17.09%
430605	Util User Tax/Telephone	383,210	383,210	35,796	219,398	57.25%	245,779	-10.73%
430610	Util User Tax/Gas	206,925	206,925	53,624	251,692	121.63%	228,757	10.03%
430615	Util User Tax/Water	414,470	414,470	70,898	440,762	106.34%	395,590	11.42%
440100	AB 1389 Pass Through from RDA	300,410	270,000	-	389,586	144.29%	356,277	9.35%
101	General Fund	14,596,665	15,387,610	1,746,706	15,934,392	103.55%	14,615,946	9.02%
102	General Fund (Transactions & Use Tax)							
430250	Transactions & Use Tax	4,092,000	4,622,000	1,137,117	4,802,188	103.90%	4,537,733	5.83%
102	General Fund (Transactions & Use Tax)	4,092,000	4,622,000	1,137,117	4,802,188	103.90%	4,537,733	5.83%
TAXES - TOTAL		\$ 18,688,665	\$ 20,009,610	\$ 2,883,823	\$ 20,736,580	103.63%	\$ 19,153,679	8.26%

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INTERGOVERNMENTAL
June 2021 General Fund Revenues (100% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year To Date Actual *	% of Budget		
101	General Fund							
432121	County WDA Shared Revenue	\$ 156,630	\$ 156,630	\$ -	\$ -	0.00%	\$ 293,062	-100.00%
432135	Mandated Cost Reimbursement	32,115	32,115	47,069	47,069	146.56%	79,401	-40.72%
432150	Motor Vehicle In Lieu	20,000	20,000	-	28,661	143.31%	31,110	-7.87%
432180	Public Safety Augmentation Tax	140,600	157,490	40,833	161,372	102.46%	157,311	2.58%
432245	Planning Grants	-	160,000	-	-	0.00%	-	**
432256	Other Grants	4,200	169,700	1,502	137,012	80.74%	14,299	858.19%
INTERGOVERNMENTAL - TOTAL		\$ 353,545	\$ 695,935	\$ 89,404	\$ 374,114	53.76%	\$ 575,183	-34.96%

* = Actual data is reported through June, however, the year end closing process will not be complete until the City's audit is completed in October. Final figures for Fiscal Year 2020/21 could differ from this interim financial report.

CHARGES FOR SERVICES
June 2021 General Fund Revenues (100% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year To Date Actual *	% of Budget		
101	General Fund							
433100	Charges For Services	\$ 255,045	\$ 228,105	\$ 36,736	\$ 252,024	110.49%	\$ 140,000	80.02%
433136	Information Technology Charges	24,675	24,675	2,024	24,285	98.42%	-	100.00%
437136	Indirect Cost Reimbursement	-	-	-	-	**	269,210	-100.00%
CHARGES FOR SERVICES - TOTAL		\$ 279,720	\$ 252,780	\$ 38,760	\$ 276,309	109.31%	\$ 409,210	-32.48%

* = Actual data is reported through June, however, the year end closing process will not be complete until the City's audit is completed in October. Final figures for Fiscal Year 2020/21 could differ from this interim financial report.

FEES AND PERMITS
June 2021 General Fund Revenues (100% of year)

Acct. No.	Description	FY 2020/21	FY 2020/21	FY 2020/21			FY 2019/20	% Change
		Adopted Budget	Amended Budget	Activity During June	Year To Date Actual *	% of Budget	Actual	From Prior Year
101	General Fund							
431100	Building Plan Check Fees	\$ 139,500	\$ 139,500	\$ 10,078	\$ 71,192	51.03%	\$ 182,986	-61.09%
431105	Mechanical Permits	111,600	111,600	3,030	408,380	365.93%	176,670	131.15%
431110	Building Permits	465,000	465,000	31,433	1,046,100	224.97%	651,688	60.52%
431115	Plumbing Permits	46,500	46,500	2,145	110,800	238.28%	69,435	59.57%
431120	Electrical Permits	69,750	69,750	11,537	238,205	341.51%	121,623	95.86%
431130	Engineering Plan Check Fees	14,235	21,105	-	21,105	100.00%	21,390	-1.33%
431135	Public Works Permits	40,000	40,000	5,145	51,149	127.87%	55,521	-7.87%
431140	S M I P - Commercial Fees	200	200	-	739	369.50%	30	2363.33%
431145	S M I P-Residential Permits	3,000	3,000	-	57	1.90%	969	-94.12%
431146	SB 1473 Fee	1,500	5,720	49	3,588	62.73%	165	2074.55%
431150	Grading Plan Review	-	-	2,890	13,005	**	-	100.00%
431155	Grading Permits	-	-	-	6,615	**	-	100.00%
431160	Solid Waste Impact Fees	1,150,000	1,150,000	272,325	1,020,708	88.76%	1,046,088	-2.43%
431185	Parking Permits	50,000	50,000	400	10,843	21.69%	48,421	-77.61%
431190	Towing Franchise Fee	20,000	20,000	1,620	25,370	126.85%	18,450	37.51%
431194	Public Benefit Fee	-	551,996	-	954,496	172.92%	247,300	285.97%
431195	Other Fees & Permits	30,000	30,000	2,720	32,585	108.62%	38,993	-16.43%
431200	Cannabis Business Initial Permit Fee	-	43,000	-	143,000	332.56%	-	100.00%
431202	Cannabis Background Fee	-	56,550	71,500	71,500	126.44%	-	100.00%
433200	Conditional Use Permit	8,000	8,000	1,315	2,395	29.94%	15,522	-84.57%
433205	Precise Plan Of Design	15,000	15,000	1,050	22,580	150.53%	30,760	-26.59%
433210	Variance	3,000	3,000	-	-	0.00%	2,450	-100.00%
433220	Preliminary Plan Review	8,000	8,000	-	3,750	46.88%	9,375	-60.00%
433225	Environmental Services	500	500	635	7,115	1423.00%	900	690.56%
433227	Foreclosure Registration	10,000	10,000	563	10,445	104.45%	10,703	-2.41%
433230	Zoning Entitlements	-	-	-	3,595	**	4,730	-24.00%
433235	Land Divisions	5,000	5,000	-	11,495	229.90%	10,265	11.98%
433240	Special Event Permits	700	700	90	630	90.00%	1,170	-46.15%
433245	Sign/Ban'R/Gar Sa/Temp Use Per	5,000	5,000	140	3,075	61.50%	5,905	-47.93%

FEES AND PERMITS
June 2021 General Fund Revenues (100% of year)

Acct. No.	Description	FY 2020/21	FY 2020/21	FY 2020/21			FY 2019/20	% Change
		Adopted Budget	Amended Budget	Activity During June	Year To Date Actual *	% of Budget	Actual	From Prior Year
101	General Fund							
433250	Ministerial Services	8,000	8,000	3,585	18,405	230.06%	13,820	33.18%
433260	Landscape Plan Check	1,000	1,000	-	975	97.50%	975	0.00%
433266	Massage Establishment License	2,000	2,000	-	-	0.00%	1,525	-100.00%
433270	General Plan Maint Surcharge	10,000	10,000	315	21,935	219.35%	15,605	40.56%
433285	Other Developmental Fees	100,000	2,000	-	(5,231)	-261.55%	159,843	-103.27%
433305	General Recreation Programs	30,000	5,000	1,412	22,089	441.78%	20,780	6.30%
433315	Sports Fields	19,000	19,000	3,100	28,870	151.95%	14,800	95.07%
433320	Special Event Participant Fee	-	-	-	-	**	100	-100.00%
437115	Recycling Fees	96,975	96,975	20,355	85,717	88.39%	90,655	-5.45%
430505	New/Moved Bus Lic Appl Rev	63,500	63,500	2,990	33,094	52.12%	40,390	-18.06%
430510	Business Tax Renewal Process	144,500	144,500	4,493	125,849	87.09%	131,097	-4.00%
430515	SB 1186	475	3,000	440	3,060	102.00%	535	471.96%
FEES AND PERMITS - TOTAL		\$ 2,671,935	\$ 3,214,096	\$ 455,355	\$ 4,629,280	144.03%	\$ 3,261,634	41.93%

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FINES AND FORFEITURES
June 2021 General Fund Revenues (100% of year)

Acct. No.	Description	FY 2020/21	FY 2020/21	FY 2020/21		% of Budget	FY 2019/20 Actual	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During June	Year To Date Actual *			
101	General Fund							
434100	General Fines	\$ 500	\$ 500	\$ 43	\$ 773	154.60%	\$ 643	20.22%
434105	Motor Vehicle Fines	111,765	111,765	20,803	132,845	118.86%	117,937	12.64%
434110	Parking Citations	200,000	200,000	55,498	288,644	144.32%	203,978	41.51%
434115	DMV Parking Collections	60,000	60,000	11,441	61,927	103.21%	80,826	-23.38%
434120	Administrative Citations	5,000	5,000	1,310	29,938	598.76%	8,260	262.45%
FINES AND FORFEITURES - TOTAL		\$ 377,265	\$ 377,265	\$ 89,095	\$ 514,127	136.28%	\$ 411,644	24.90%

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USE OF MONEY AND PROPERTY
June 2021 General Fund Revenues (100% of year)

Acct. No.	Description	FY 2020/21	FY 2020/21	FY 2020/21		% of Budget	FY 2019/20	% Change From Prior Year
		Adopted Budget	Amended Budget	Activity During June	Year To Date Actual *		Actual	
101	General Fund							
435100	Interest Earned	\$ 160,000	\$ 160,000	\$ 66,985	\$ 261,950	163.72%	\$ 564,176	-53.57%
435105	Interest On Tax Monies	1,000	1,000	-	-	0.00%	2,016	-100.00%
435110	Unrealized Gains (Losses)	-	-	(17,178)	(146,330)	**	378,633	-138.65%
436115	Property Rental	-	-	-	-	**	1	-100.00%
436125	Indoor Facility Rental	48,000	3,000	-	(3,264)	-108.80%	53,703	-106.08%
436127	Outdoor Picnic Shelters	10,700	-	-	-	**	10,165	-100.00%
436135	Pac Bell Mobile Svcs-Rent	21,830	21,830	-	18,795	86.10%	20,048	-6.25%
USE OF MONEY AND PROPERTY - TOTAL		\$ 241,530	\$ 185,830	\$ 49,807	\$ 131,151	70.58%	\$ 1,028,742	-87.25%

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MISCELLANEOUS REVENUE
June 2021 General Fund Revenues (100% of year)

Acct. No.	Description	FY 2020/21	FY 2020/21	FY 2020/21		% of Budget	FY 2019/20	% Change
		Adopted Budget	Amended Budget	Activity During June	Year To Date Actual *		Actual	From Prior Year
101	General Fund							
437100	Sale Of Publications	\$ 500	\$ 500	\$ 132	\$ 136	27.20%	\$ 277	-50.90%
437105	Firework Services	-	-	473	473	**	473	0.00%
437125	Donations	-	-	-	850	**	-	100.00%
437135	Expense Reimbursement	-	-	-	7,519	**	19,560	-61.56%
437145	Sale Of Assets	-	-	1,135	1,135	**	660	71.97%
437195	Other Revenue	10,000	10,000	11,870	42,853	428.53%	39,246	9.19%
MISCELLANEOUS REVENUE - TOTAL		\$ 10,500	\$ 10,500	\$ 13,610	\$ 52,966	504.44%	\$ 60,216	-12.04%

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TRANSFERS IN
June 2021 General Fund Revenues (100% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year To Date Actual *			
101	General Fund							
439211	Transfer From Gas Tax Fund	\$ 120,500	\$ 130,500	\$ 10,875	\$ 130,500	100.00%	\$ -	100.00%
439223	Transfer From Protective Services Fund	413,590	416,048	-	412,318	99.10%	380,000	8.50%
439242	Transfer Fr Supp Law Enf Grant	93,590	93,590	7,799	93,590	100.00%	-	100.00%
439251	Transfer Fr Senior Transportation Fund	-	-	-	-	**	3,484	-100.00%
TRANSFERS IN - TOTAL		\$ 627,680	\$ 640,138	\$ 18,674	\$ 636,408	99.42%	\$ 383,484	65.95%

City of Stanton
June 2021 General Fund Expenditures (100% of year)

Division No.	Description	FY 2020/21		FY 2020/21			FY 2019/20 Actual	% Change from Prior Year
		Adopted Budget	Amended Budget	Activity During June	Year to Date Actual *	Percent of Budget		
1100	City Council	\$ 118,895	\$ 116,895	\$ 4,336	\$ 99,048	84.73%	\$ 104,329	-5.06%
1200	City Attorney	260,000	260,000	53,287	220,635	84.86%	203,414	8.47%
1300	City Manager	491,375	628,510	155,038	594,674	94.62%	254,936	133.26%
1400	City Clerk	210,725	216,635	18,009	183,686	84.79%	225,735	-18.63%
1410	Personnel/Risk Management	125,855	132,905	20,212	144,661	108.85%	186,850	-22.58%
1430	Liability/Risk Management ⁽¹⁾	-	-	-	-	**	68,829	-100.00%
1510	Information Technology	436,245	542,925	64,582	542,160	99.86%	172,999	213.39%
	Administration	1,643,095	1,897,870	315,464	1,784,864	94.05%	1,217,092	46.65%
1500	Finance	860,930	852,900	100,564	839,611	98.44%	717,060	17.09%
1600	Non-Dept (excludes Transfers)	145,000	47,000	466	38,886	82.74%	1,133,971	-96.57%
	Finance	1,005,930	899,900	101,030	878,497	97.62%	1,851,031	-52.54%
1520	Emergency Preparedness	-	59,250	6,454,000	23,334	39.38%	60,560	-61.47%
2100	Law Enforcement	11,360,340	11,360,340	500,712	10,777,186	94.87%	11,226,426	-4.00%
2200	Fire Protection	4,928,270	4,968,270	-	4,948,258	99.60%	4,766,270	3.82%
2230	Contractual Ambulance Svcs ⁽²⁾	5,000	5,000	300	2,086	41.72%	2,248	-7.21%
2300	Homeless Prevention ⁽²⁾	-	100,000	31,772	31,772	31.77%	-	100.00%
2400	Animal Control Services ⁽²⁾	182,280	182,280	-	183,015	100.40%	175,022	4.57%
2500	Public Safety-Other ⁽²⁾	132,485	132,485	13,774	135,935	102.60%	-	100.00%
4300	Parking Control	226,075	235,580	26,760	233,252	99.01%	273,008	-14.56%
6200	Code Enforcement	524,705	532,940	64,496	483,193	90.67%	495,024	-2.39%
	Public Safety	17,359,155	17,576,145	644,268	16,818,031	95.69%	16,998,558	-1.06%
3000	Public Works Administration ⁽²⁾	382,015	464,135	35,440	449,989	96.95%	-	100.00%
3100	Engineering	114,955	153,275	15,964	132,011	86.13%	128,891	2.42%
3200	Public Facilities	404,640	435,140	60,796	358,211	82.32%	369,186	-2.97%
3300	Crossing Guard ⁽²⁾	43,000	43,000	16,769	25,662	59.68%	-	100.00%
3400	Parks Maintenance	351,400	367,352	63,417	369,142	100.49%	360,595	2.37%
3500	Street Maintenance	409,470	426,340	44,302	402,126	94.32%	293,941	36.81%
3600	Storm Drains	125,000	125,000	17,702	104,075	83.26%	97,067	7.22%

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City of Stanton
June 2021 General Fund Expenditures (100% of year)

Division No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change from Prior Year
				Activity During June	Year to Date Actual *	Percent of Budget		
	Public Works, Continued							
6300	Graffiti Abatement	99,735	102,445	7,564	93,200	90.98%	11,656	699.59%
	Public Works	1,930,215	2,116,687	261,954	1,934,416	91.39%	1,261,336	53.36%
4000	Community Development Administration ⁽²⁾	149,860	174,095	17,146	151,946	87.28%	-	100.00%
4100	Planning	420,610	886,038	98,892	542,917	61.27%	304,896	78.07%
4200	Building Regulation	563,050	565,440	272,232	907,457	160.49%	659,763	37.54%
4400	Business Relations	21,100	21,100	-	17,469	82.79%	65,791	-73.45%
	Community Development	1,154,620	1,646,673	388,270	1,619,789	98.37%	1,030,450	57.19%
5100	Parks and Recreation	695,780	740,045	101,480	702,107	94.87%	563,528	24.59%
5200	Community Center	22,455	22,455	7,376	11,809	52.59%	57,965	-79.63%
5300	Stanton Central Park	169,915	177,410	25,075	183,894	103.65%	160,059	14.89%
5400	Senior Citizen Programs ⁽²⁾	32,770	36,610	6,302	46,048	125.78%	18,567	100.00%
	Community Services	920,920	976,520	140,233	943,858	96.66%	800,119	17.96%
	Transfer to Fact Grant	24,750	16,750	1,396	16,750	100.00%	80,939	-79.31%
	Transfer to Senior Transportation Fund	9,430	9,430	286	4,509	47.82%	-	100.00%
	Transfer to SCP Maintenance	-	59,503	1,244	55,789	93.76%	-	100.00%
	Transfer to Employee Benefits Fund	-	-	-	-	**	3,735,741	-100.00%
	Transfers to Other Funds	34,180	85,683	2,926	77,048	89.92%	3,816,680	-97.98%
	TOTAL EXPENDITURES	\$ 24,048,115	\$ 25,199,478	\$ 1,854,145	\$ 24,056,503	95.46%	\$ 26,975,266	-10.82%

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

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

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Administration - Vasquez
June 2021 General Fund Expenditures (100% of year)

Acct. No.	Description	FY 2020/21					FY 2019/20 Actual	% Change From Prior Year
		FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Activity During June	Year to Date Actual *	% of Budget		
101	General Fund							
1100	City Council							
501105	Salaries-Elected	\$ 52,200	\$ 52,200	\$ 4,023	\$ 50,690	97.11%	\$ 52,702	-3.82%
502120	Medicare/Fica	755	755	58	735	97.35%	764	-3.80%
502130	Other Benefit Charges	900	900	-	296	32.89%	-	100.00%
602100	Special Dept Expense	9,000	8,000	221	3,427	42.84%	5,748	-40.38%
602110	Office Expense	1,950	950	34	707	74.42%	683	3.51%
602115	Postage	50	50	-	44	88.00%	-	100.00%
607100	Membership/Dues	40,000	40,000	-	36,489	91.22%	34,507	5.74%
607110	Travel/Conference/Meetings	10,500	10,500	-	3,125	29.76%	7,294	-57.16%
612115	Liability Insurance Charge	3,540	3,540	-	3,535	99.86%	2,631	34.36%
1100	City Council Total	118,895	116,895	4,336	99,048	84.73%	104,329	-5.06%
1200	City Attorney							
608105	Professional Services	260,000	260,000	53,287	220,635	84.86%	203,414	8.47%
1200	City Attorney Total	260,000	260,000	53,287	220,635	84.86%	203,414	8.47%
1300	City Manager							
501110	Salaries-Regular	310,320	314,605	46,909	280,780	89.25%	151,858	84.90%
501115	Salaries-Overtime	-	-	-	34	**	35	-2.86%
502100	Retirement	70,610	71,570	9,900	66,756	93.27%	14,164	371.31%
502105	Workers Comp Insurance	-	-	-	-	**	2,856	-100.00%
502110	Health/Life Insurance	17,630	17,965	4,037	23,989	133.53%	18,884	27.03%
502111	Medical In-Lieu Pay	-	-	135	2,074	**	-	100.00%
502115	Unemployment Insurance	675	675	-	480	71.11%	473	1.48%
502120	Medicare/Fica	4,500	4,555	676	4,068	89.31%	2,522	61.30%
502130	Other Benefit Charges	90	90	23	140	155.56%	-	100.00%
602110	Office Expense	4,950	4,950	1,000	6,214	125.54%	1,346	361.66%
602115	Postage	250	250	1	22	8.80%	-	100.00%
607100	Membership/Dues	1,000	1,000	-	400	40.00%	400	0.00%
607110	Travel/Conference/Meetings	3,000	2,000	179	833	41.65%	3,098	-73.11%

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Administration - Vasquez
June 2021 General Fund Expenditures (100% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
1300	City Manager, Continued							
608105	Professional Services	48,000	48,000	4,000	48,265	100.55%	11,024	337.82%
610106	Small Business Loan Program	-	128,000	88,000	128,000	100.00%	-	100.00%
612105	Vehicle Replacement Charge	710	710	59	710	100.00%	748	-5.08%
612115	Liability Insurance Charge	29,640	29,640	-	29,602	99.87%	11,621	154.73%
612125	Employee Benefits	-	-	-	-	**	35,907	-100.00%
701100	Office Equipment	-	1,500	-	1,500	100.00%	-	100.00%
702100	Office Furniture	-	3,000	119	807	26.90%	-	100.00%
1300	City Manager Total	491,375	628,510	155,038	594,674	94.62%	254,936	133.26%
1400	City Clerk							
501110	Salaries-Regular	106,640	111,130	11,384	107,203	96.47%	81,544	31.47%
501115	Salaries-Overtime	1,000	1,000	-	184	18.40%	389	-52.70%
502100	Retirement	33,475	34,480	3,756	34,624	100.42%	14,069	146.10%
502105	Workers Comp Insurance	-	-	-	-	**	3,693	-100.00%
502110	Health/Life Insurance	7,645	8,000	2,126	17,191	214.89%	14,196	21.10%
502115	Unemployment Insurance	330	330	-	248	75.15%	257	-3.50%
502120	Medicare/Fica	1,545	1,605	158	1,487	92.65%	1,150	29.30%
502130	Other Benefit Charges	45	45	6	54	120.00%	-	100.00%
602110	Office Expense	2,250	2,250	519	990	44.00%	1,751	-43.46%
602115	Postage	250	250	11	550	220.00%	-	100.00%
602120	Books/Periodicals	100	100	-	82	82.00%	58	41.38%
603105	Equipment Maintenance	-	-	-	-	**	4,044	-100.00%
607100	Membership/Dues	350	350	-	520	148.57%	275	89.09%
607110	Travel/Conference/Meetings	530	530	-	125	23.58%	165	-24.24%
607115	Training	750	750	-	-	0.00%	-	**
608105	Professional Services	6,000	6,000	-	3,047	50.78%	6,345	-51.98%
608140	Elections	42,000	42,000	-	9,575	22.80%	79,941	-88.02%
612105	Vehicle Replacement Charge	585	585	49	585	100.00%	618	-5.34%

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Administration - Vasquez
June 2021 General Fund Expenditures (100% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
1400	City Clerk (Continued)							
612115	Liability Insurance Charge	7,230	7,230	-	7,221	99.88%	4,215	71.32%
612125	Employee Benefits	-	-	-	-	**	13,025	-100.00%
1400	City Clerk Total	210,725	216,635	18,009	183,686	84.79%	225,735	-18.63%
1510	Information Technology							
501110	Salaries-Regular	71,715	72,425	7,636	73,189	101.05%	498	14596.59%
501115	Salaries-Overtime	-	15,000	398	6,859	45.73%	236	2806.36%
502100	Retirement Charges	23,110	23,270	2,520	23,415	100.62%	92	25351.09%
502110	Health/Life Insurance	7,950	8,000	1,798	14,492	181.15%	134	10714.93%
502115	Unemployment Insurance	300	300	-	224	74.67%	-	100.00%
502120	Medicare/Fica	1,040	1,050	105	1,061	101.05%	10	10510.00%
502130	Other Benefit Charges	40	40	4	37	92.50%	-	100.00%
602113	Social Media	-	-	-	-	**	1,922	-100.00%
602140	Materials & Supplies	15,000	15,000	467	5,271	35.14%	5,427	-2.87%
603105	Equipment Maintenance	25,000	25,000	1,869	22,252	89.01%	39,992	-44.36%
604100	Communications	51,480	61,480	11,079	70,431	114.56%	2,512	2703.78%
608100	Contractual Services	105,360	130,855	10,825	128,504	98.20%	807	15823.67%
608145	Information Technology	39,750	53,737	21,755	60,389	112.38%	74,277	-18.70%
701050	Computer Software	45,500	83,983	1,752	77,758	92.59%	12,500	522.06%
701105	Equipment-General	50,000	52,785	4,374	58,278	110.41%	34,592	68.47%
1510	Information Technology Total	436,245	542,925	64,582	542,160	99.86%	172,999	213.39%
TOTAL ADMINISTRATION-VASQUEZ		\$ 1,517,240	\$ 1,764,965	\$ 295,252	\$ 1,640,203	92.93%	\$ 961,413	70.60%

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Administration - Guzman
June 2021 General Fund Expenditures (100% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
101	General Fund							
1410	Personnel/Risk Management							
501110	Salaries-Regular	\$ 79,325	\$ 81,645	\$ 9,163	\$ 85,089	104.22%	\$ 75,893	12.12%
501115	Salaries-Overtime	-	-	-	-	**	56	-100.00%
502100	Retirement	17,855	18,375	2,080	19,089	103.89%	5,321	258.75%
502105	Workers Comp Insurance	-	-	-	-	**	706	-100.00%
502110	Health/Life Insurance	6,445	6,625	1,520	12,992	196.11%	14,438	-10.02%
502111	Medical In-Lieu Pay	-	-	100	603	**	-	100.00%
502115	Unemployment Insurance	300	300	-	224	74.67%	273	-17.95%
502120	Medicare/Fica	1,150	1,180	134	1,240	105.08%	1,157	7.17%
502130	Other Benefit Charges	40	40	5	43	107.50%	-	100.00%
602110	Office Expense	1,400	1,400	620	1,192	85.14%	2,100	-43.24%
602115	Postage	200	200	16	127	63.50%	-	100.00%
607100	Membership/Dues	725	725	-	550	75.86%	725	-24.14%
607110	Travel/Conference/Meetings	1,500	1,500	-	75	5.00%	-	100.00%
607115	Training	4,500	8,500	-	3,709	43.64%	-	100.00%
608105	Professional Services	10,000	10,000	5,842	14,261	142.61%	60,402	-76.39%
608125	Advertising/ Business Dev't	1,800	1,800	599	1,570	87.22%	1,960	-19.90%
609125	Employee/Volunteer Recognition	-	-	82	3,282	**	7,877	-58.33%
612105	Vehicle Replacement Charge	615	615	51	615	100.00%	650	-5.38%
612115	Liability Insurance Charge	-	-	-	-	**	3,739	-100.00%
612125	Employee Benefits	-	-	-	-	**	11,553	-100.00%
1410	Personnel/Risk Management Total	125,855	132,905	20,212	144,661	108.85%	186,850	-22.58%
1430	Liability/Risk Management							
606105	Insurance Premium	-	-	-	-	**	68,829	-100.00%
1430	Liability/Risk Management Total⁽¹⁾	-	-	-	-	**	68,829	-100.00%
TOTAL ADMINISTRATION-GUZMAN		\$ 125,855	\$ 132,905	\$ 20,212	\$ 144,661	108.85%	\$ 255,679	-43.42%

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

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Finance-Bannigan
June 2021 General Fund Expenditures (100% of year)

Acct. No.	Description	FY 2020/21					FY 2019/20 Actual	% Change From Prior Year
		FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Activity During June	Year to Date Actual *	% of Budget		
101	General Fund							
1500	Finance							
501110	Salaries-Regular	\$ 475,660	\$ 446,130	\$ 60,615	\$ 447,627	100.34%	\$ 359,041	24.67%
501115	Salaries-Overtime	500	500	-	133	26.60%	292	-54.45%
501120	Salaries-Part Time	40,555	41,580	4,303	48,262	116.07%	48,982	-1.47%
502100	Retirement	130,350	128,850	14,447	112,272	87.13%	48,932	129.44%
502105	Workers Comp Insurance	-	-	-	-	**	4,713	-100.00%
502110	Health/Life Insurance	26,930	25,855	5,694	44,037	170.32%	31,169	41.28%
502111	Medical In-Lieu Pay	-	-	505	3,031	**	-	100.00%
502115	Unemployment Insurance	2,040	1,970	-	2,295	116.50%	2,073	10.71%
502120	Medicare/Fica	7,485	7,055	831	6,162	87.34%	6,057	1.73%
502130	Other Benefit Charges	895	875	92	916	104.69%	-	100.00%
602100	Special Dept Expense	-	-	-	-	**	14,828	-100.00%
602110	Office Expense	7,000	7,000	926	5,376	76.80%	8,538	-37.03%
602115	Postage	5,000	5,000	254	3,179	63.58%	-	100.00%
602120	Books/Periodicals	350	350	-	-	0.00%	294	-100.00%
607100	Membership/Dues	1,200	1,200	-	1,502	125.17%	710	111.55%
607105	Mileage Reimbursement	200	200	-	-	0.00%	74	-100.00%
607110	Travel/Conference/Meetings	1,620	1,620	-	645	39.81%	2,489	-74.09%
607115	Training	1,900	1,900	825	1,470	77.37%	455	223.08%
608105	Professional Services	102,840	102,840	9,243	70,699	68.75%	67,090	5.38%
608107	Financial Services	17,500	17,500	2,549	16,795	95.97%	-	100.00%
608130	Temporary Help	-	22,570	-	35,287	156.34%	16,445	114.58%
611116	Payment to Other Agencies	-	1,000	177	1,066	106.60%	-	100.00%
612105	Vehicle Replacement Charge	1,235	1,235	103	1,235	100.00%	1,300	-5.00%
612115	Liability Insurance Charge	37,670	37,670	-	37,622	99.87%	25,032	50.30%
612125	Employee Benefits	-	-	-	-	**	77,346	-100.00%
1500	Finance Total	860,930	852,900	100,564	839,611	98.44%	715,860	17.29%

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Finance-Bannigan
June 2021 General Fund Expenditures (100% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
1600	Non-Departmental							
602100	Special Dept Expense	5,000	5,000	-	(3,109)	-62.18%	83,022	-103.74%
602110	Office Expense	-	2,000	466	2,777	138.85%	-	100.00%
602115	Postage Clearing Account	-	-	-	-	**	(4,458)	-100.00%
603105	Equipment Maintenance	-	-	-	-	**	17,956	-100.00%
604100	Communications	-	-	-	-	**	9,308	-100.00%
607115	Training	-	-	-	-	**	775	-100.00%
608105	Professional Services	-	-	-	-	**	48,000	-100.00%
610230	North SPA Navigation Center Cost Share	100,000	-	-	-	**	-	**
611105	Revenue Sharing-City of Anaheim	35,000	35,000	-	39,218	112.05%	37,125	5.64%
611116	Payment to Other Agencies	5,000	5,000	-	-	0.00%	-	**
790100	Land Acquisition	-	-	-	-	**	895,248	-100.00%
1600	Non-Departmental Total	145,000	47,000	466	38,886	82.74%	1,133,948	-96.57%
101	GENERAL FUND TOTAL	\$ 1,005,930	\$ 899,900	\$ 101,030	\$ 878,497	97.62%	\$ 1,849,808	-52.51%
102	General Fund (Transactions & Use Tax)							
1500	Finance							
608105	Professional Services	-	-	-	-	**	1,200	-100.00%
1500	Finance Total	-	-	-	-	**	1,200	-100.00%
1600	Non-Departmental							
602100	Special Dept Expense	-	-	-	-	**	23	-100.00%
1600	Non-Departmental Total	-	-	-	-	**	23	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ -	\$ -	\$ -	**	\$ 1,223	-100.00%
	TOTAL FINANCE	\$ 1,005,930	\$ 899,900	\$ 101,030	\$ 878,497	97.62%	\$ 1,851,031	-52.54%

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**Public Works - Hildenbrand
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
101	General Fund							
3000	Public Works Administration							
501110	Salaries-Regular	\$ 245,015	\$ 309,000	\$ 14,760	\$ 272,281	88.12%	\$ -	100.00%
501120	Salaries-Part Time	14,605	14,605	1,921	14,416	98.71%	-	100.00%
502100	Retirement Charges	54,390	68,005	3,468	61,138	89.90%	-	100.00%
502110	Health/Life Insurance	16,875	20,285	3,236	38,471	189.65%	-	100.00%
502111	Medical In-Lieu Pay	-	-	50	702	**	-	100.00%
502115	Unemployment Insurance	1,035	1,195	31	896	74.98%	-	100.00%
502120	Medicare/Fica	3,765	4,690	234	4,110	87.63%	-	100.00%
502130	Other Benefit Charges	345	370	60	369	99.73%	-	100.00%
608130	Temporary Help	-	-	11,680	11,680	**	-	100.00%
612115	Liability Insurance Charge	45,985	45,985	-	45,926	99.87%	-	100.00%
3000	Public Works Administration Total	382,015	464,135	35,440	449,989	96.95%	-	100.00%
3100	Engineering							
501110	Salaries-Regular	31,730	52,915	7,336	54,128	102.29%	50,275	7.66%
501115	Salaries-Overtime	700	700	273	1,302	186.00%	258	404.65%
502100	Retirement	7,145	11,920	1,666	12,287	103.08%	3,435	257.70%
502105	Workers Comp Insurance	-	-	-	-	**	2,220	-100.00%
502110	Health/Life Insurance	3,195	5,295	1,772	12,032	227.23%	9,417	27.77%
502115	Unemployment Insurance	120	195	-	146	74.87%	177	-17.51%
502120	Medicare/Fica	460	765	104	755	98.69%	741	1.89%
502130	Other Benefit Charges	15	25	4	27	108.00%	-	100.00%
602110	Office Expense	1,750	1,750	-	-	0.00%	587	-100.00%
602115	Postage	350	350	2	387	110.57%	-	100.00%
602140	Materials & Supplies	2,500	2,500	103	384	15.36%	2,089	-81.62%
607100	Membership/Dues	2,000	2,000	-	853	42.65%	1,060	-19.53%
607110	Travel/Conference/Meetings	1,300	1,300	-	-	0.00%	132	-100.00%
607115	Training	1,000	1,000	-	-	0.00%	-	**
608105	Professional Services	5,000	5,000	-	3,026	60.52%	5,930	-48.97%

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**Public Works - Hildenbrand
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
3100	Engineering, Continued							
608110	Engineering Services	45,000	45,000	3,692	32,185	71.52%	29,334	9.72%
608115	Inspection Services	2,000	2,000	-	-	0.00%	-	**
608120	Plan Checking Services	10,000	19,870	954	13,809	69.50%	11,732	17.70%
612105	Vehicle Replacement Charge	690	690	58	690	100.00%	804	-14.18%
612115	Liability Insurance Charge	-	-	-	-	**	2,616	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,084	-100.00%
3100	Engineering Total	114,955	153,275	15,964	132,011	86.13%	128,891	2.42%
3200	Public Facilities							
501110	Salaries-Regular	23,665	23,665	3,672	27,334	115.50%	45,177	-39.50%
501115	Salaries-Overtime	300	300	120	425	141.67%	88	382.95%
502100	Retirement	5,335	5,335	830	6,013	112.71%	3,346	79.71%
502105	Workers Comp Insurance	-	-	-	-	**	7,756	-100.00%
502110	Health/Life Insurance	1,955	1,955	677	4,490	229.67%	8,356	-46.27%
502115	Unemployment Insurance	150	150	11,000	122	81.33%	215	-43.26%
502120	Medicare/Fica	345	345	55	401	116.23%	661	-39.33%
502130	Other Benefit Charges	20	20	2	14	70.00%	-	100.00%
602100	Special Dept Expense	2,000	2,000	-	3,104	155.20%	2,521	23.13%
602110	Office Expense	210	210	-	103	49.05%	114	-9.65%
602125	Small Tools	-	-	-	-	**	157	-100.00%
602130	Clothing	3,500	4,000	(82)	2,836	70.90%	1,815	56.25%
602135	Safety Equipment	500	500	-	563	112.60%	69	715.94%
602140	Materials & Supplies	8,000	8,000	2,319	6,481	81.01%	2,716	138.62%
603105	Equipment Maintenance	-	-	-	-	**	887	-100.00%
603110	Building Maintenance	114,950	114,950	21,743	86,443	75.20%	104,813	-17.53%
604100	Communications	30,000	30,000	957	5,288	17.63%	26,530	-80.07%
604105	Utilities	130,000	160,000	21,106	140,309	87.69%	86,863	61.53%
608100	Contractual Services	62,000	62,000	9,077	56,753	91.54%	47,884	18.52%
611110	O.C. Sanitation District User Fee	18,000	18,000	-	13,822	76.79%	16,042	-13.84%

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**Public Works - Hildenbrand
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
3200	Public Facilities, Continued							
612105	Vehicle Replacement Charge	3,710	3,710	309	3,710	100.00%	4,325	-14.22%
612115	Liability Insurance Charge	-	-	-	-	**	2,164	-100.00%
612125	Employee Benefits	-	-	-	-	**	6,687	-100.00%
3200	Public Facilities Total	404,640	435,140	60,796	358,211	82.32%	369,186	-2.97%
3300	Crossing Guard							
608175	Crossing Guard Services	43,000	43,000	16,769	25,662	59.68%	-	100.00%
3300	Crossing Guard Total	43,000	43,000	16,769	25,662	59.68%	-	100.00%
3400	Parks Maintenance							
501110	Salaries-Regular	63,780	65,365	8,159	62,332	95.36%	50,084	24.45%
501115	Salaries-Overtime	1,000	1,000	420	2,721	272.10%	2,332	16.68%
501120	Salaries-Part Time	-	-	-	-	**	4,797	-100.00%
502100	Retirement	14,300	14,655	1,839	14,062	95.95%	3,862	264.11%
502105	Workers Comp Insurance	-	-	-	-	**	9,462	-100.00%
502110	Health/Life Insurance	4,900	5,025	1,508	9,259	184.26%	8,073	14.69%
502111	Medical In-Lieu Pay	-	-	88	438	**	-	100.00%
502115	Unemployment Insurance	405	405	38	308	76.05%	282	9.22%
502120	Medicare/Fica	925	945	126	951	100.63%	840	13.21%
502130	Other Benefit Charges	55	55	4	31	56.36%	-	100.00%
602100	Special Dept Expense	5,000	3,000	-	2,913	97.10%	6,085	-52.13%
602125	Small Tools	-	-	854	854	**	-	100.00%
603105	Equipment Maintenance	10,000	15,867	6,115	14,975	94.38%	7,932	88.79%
604105	Utilities	143,000	153,000	31,600	164,639	107.61%	147,976	11.26%
605100	Land Lease	6,020	6,020	-	5,161	85.73%	222	2224.77%
608100	Contractual Services	97,500	97,500	12,290	85,983	88.19%	102,647	-16.23%
612105	Vehicle Replacement Charge	4,515	4,515	376	4,515	100.00%	5,265	-14.25%
612115	Liability Insurance Charge	-	-	-	-	**	2,625	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,111	-100.00%
3400	Parks Maintenance Total	351,400	367,352	63,417	369,142	100.49%	360,595	2.37%

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**Public Works - Hildenbrand
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
3500	Street Maintenance							
501110	Salaries-Regular	100,555	102,735	9,072	99,245	96.60%	121,550	-18.35%
501115	Salaries-Overtime	2,600	2,600	444	3,367	129.50%	6,881	-51.07%
501120	Salaries-Part Time	-	-	-	-	**	2,998	-100.00%
502100	Retirement	21,915	22,405	2,048	22,221	99.18%	10,580	110.03%
502105	Workers Comp Insurance	-	-	-	-	**	19,809	-100.00%
502110	Health/Life Insurance	7,360	7,530	1,603	13,577	180.31%	21,530	-36.94%
502111	Medical In-Lieu Pay	-	-	241	1,203	**	-	100.00%
502115	Unemployment Insurance	615	615	47	487	79.19%	537	-9.31%
502120	Medicare/Fica	1,465	1,495	141	1,507	100.80%	1,900	-20.68%
502130	Other Benefit Charges	80	80	5	50	62.50%	-	100.00%
602100	Special Dept Expense	3,000	3,000	-	804	26.80%	-	100.00%
602125	Small Tools	5,000	5,000	-	921	18.42%	152,000	100.00%
602140	Materials & Supplies	50,000	60,000	3,904	47,055	78.43%	36,295	29.65%
603105	Equipment Maintenance	2,000	2,000	-	-	0.00%	-	**
608100	Contractual Services	185,000	209,000	25,974	201,809	96.56%	38,980	417.72%
612105	Vehicle Replacement Charge	9,880	9,880	823	9,880	100.00%	11,521	-14.24%
612115	Liability Insurance Charge	-	-	-	-	**	5,186	-100.00%
612125	Employee Benefits	-	-	-	-	**	16,022	-100.00%
710190	Pavement Maintenance	20,000	-	-	-	**	-	**
3500	Street Maintenance Total	409,470	426,340	44,302	402,126	94.32%	293,941	36.81%
3600	Storm Drain Maintenance							
603100	Emergency Maintenance Services	5,000	5,000	-	-	0.00%	-	**
608155	Storm Water Monitor Program	120,000	120,000	17,702	104,075	86.73%	97,067	7.22%
3600	Storm Drain Maintenance Total	125,000	125,000	17,702	104,075	83.26%	97,067	7.22%
6300	Graffiti Abatement							
501110	Salaries-Regular	39,635	41,695	2,932	41,814	100.29%	-	100.00%
501115	Salaries-Overtime	15,000	15,000	192	5,724	38.16%	-	100.00%
502100	Retirement Charges	8,925	9,385	662	9,412	100.29%	-	100.00%

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**Public Works - Hildenbrand
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
6300	Graffiti Abatement, Continued							
502110	Health/Life Insurance	3,325	3,490	677	7,460	213.75%	-	100.00%
502115	Unemployment Insurance	255	255	6	220	86.27%	-	100.00%
502120	Medicare/Fica	575	600	45	688	114.67%	-	100.00%
502130	Other Benefit Charges	35	35	1	22	62.86%	-	100.00%
602100	Special Dept Expense	1,000	1,000	-	-	0.00%	-	**
602140	Materials & Supplies	12,000	12,000	914	11,989	99.91%	11,656	2.86%
603105	Equipment Maintenance	5,000	5,000	970	1,886	37.72%	-	100.00%
612105	Vehicle Replacement Charge	13,985	13,985	1,165	13,985	100.00%	-	100.00%
6300	Graffiti Abatement Total	99,735	102,445	7,564	93,200	90.98%	11,656	100.00%
TOTAL PUBLIC WORKS		\$ 1,930,215	\$ 2,116,687	\$ 261,954	\$ 1,934,416	91.39%	\$ 1,261,336	53.36%

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**Public Safety - Wren
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
101	General Fund							
1520	Emergency Services							
602140	Materials & Supplies	\$ -	\$ -	\$ -	\$ 16,704	**	\$ -	**
608100	Contractual Services	-	-	-	176	**	-	**
608105	Professional Services	-	59,250	6,454	6,454	10.89%	-	**
1520	Emergency Services	-	59,250	6,454	23,334	39.38%	-	**
2100	Law Enforcement							
501110	Salaries-Regular	-	-	-	-	**	66,767	-100.00%
501120	Salaries-Part Time	-	-	-	-	**	20,499	-100.00%
502100	Retirement	-	-	-	-	**	7,267	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	1,037	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	13,925	-100.00%
502115	Unemployment Insurance	-	-	-	-	**	491	-100.00%
502120	Medicare/Fica	-	-	-	-	**	1,339	-100.00%
602100	Special Dept Expense	-	-	-	1,343	**	3,021	-55.54%
602110	Office Expense	1,500	1,500	1,360	2,589	172.60%	1,038	149.42%
602130	Clothing	-	-	-	-	**	3,027	-100.00%
602145	Gas/Oil/Lube	3,000	3,000	100	1,145	38.17%	1,796	-36.25%
603110	Building Maintenance	-	-	-	-	**	15,598	-100.00%
603125	Vehicle Maintenance	5,000	5,000	-	4,490	89.80%	-	100.00%
604100	Communications	60,000	60,000	3,260	38,034	63.39%	57,539	-33.90%
604105	Utilities	-	-	-	-	**	26,202	-100.00%
607100	Membership/Dues	5,000	5,000	-	-	0.00%	4,678	-100.00%
607105	Mileage Reimbursement	2,400	2,400	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	3,400	3,400	-	-	0.00%	-	**
608100	Contractual Services	20,745	20,745	1,728	19,008	91.63%	74	25586.49%
608160	O.C.S.D. Contract	4,950,475	4,209,544	493,529	3,660,718	86.96%	7,501,282	-51.20%
612105	Vehicle Replacement Charge	8,820	8,820	735	8,820	100.00%	-	100.00%
612115	Liability Insurance Charge	-	-	-	-	**	5,445	-100.00%

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**Public Safety - Wren
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
2100	Law Enforcement, Continued							
612125	Employee Benefits	-	-	-	-	**	16,823	-100.00%
702100	Office Furniture	-	-	-	108	**	-	100.00%
2100	Law Enforcement Total	5,060,340	4,319,409	500,712	3,736,255	86.50%	7,747,848	-51.78%
2200	Fire Protection							
602100	Special Department Expense	-	40,000	-	39,199	98.00%	-	100.00%
608185	O.C.F.A. Contract	3,428,270	2,687,338	-	2,668,127	99.29%	3,802,813	-29.84%
2200	Fire Protection Total	3,428,270	2,727,338	-	2,707,326	99.27%	3,802,813	-28.81%
2300	Ambulance Services							
608190	Contractual Ambulance Svcs	5,000	5,000	300	2,086	41.72%	2,248	-7.21%
2230	Ambulance Services Total	5,000	5,000	300	2,086	41.72%	2,248	-7.21%
2300	Homeless Prevention							
610230	North SPA Navigation Center Cost Share	-	100,000	31,772	31,772	31.77%	-	100.00%
2300	Homeless Total	-	100,000	31,772	31,772	31.77%	-	100.00%
2400	Animal Control Services							
608170	Animal Control Services	182,280	182,280	-	183,015	100.40%	175,022	4.57%
2400	Animal Control Services Total	182,280	182,280	-	183,015	100.40%	175,022	4.57%
2500	Public Safety-Other							
501110	Salaries-Regular	56,650	56,650	10,639	73,390	129.55%	-	100.00%
501120	Salaries-Part Time	22,070	22,070	-	4,445	20.14%	-	100.00%
502100	Retirement Charges	19,430	19,430	2,200	17,590	90.53%	-	100.00%
502110	Health/Life Insurance	2,855	2,855	160	3,914	137.09%	-	100.00%
502111	Medical In-Lieu Pay	-	-	175	1,050	**	-	100.00%
502115	Unemployment Insurance	405	405	-	78	19.26%	-	100.00%
502120	Medicare/Fica	1,140	1,140	157	1,147	100.61%	-	100.00%
502130	Other Benefit Charges	15	15	5	101	673.33%	-	100.00%
602110	Office Expense	1,200	1,200	438	1,557	129.75%	-	100.00%
602115	Postage	100	100	-	101	101.00%	-	100.00%
607115	Training	700	700	-	-	0.00%	-	**

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**Public Safety - Wren
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
2500	Public Safety-Other, Continued							
608100	Contractual Services	-	-	-	4,678	**	-	100.00%
612115	Liability Insurance Charge	27,920	27,920	-	27,884	99.87%	-	100.00%
2500	Public Safety-Other Total	132,485	132,485	13,774	135,935	102.60%	-	100.00%
4300	Parking Control							
501110	Salaries-Regular	136,250	137,775	15,992	134,633	97.72%	100,447	34.03%
501120	Salaries-Part Time	11,340	11,340	578	11,922	105.13%	43,788	-72.77%
502100	Retirement	38,910	39,250	4,442	39,119	99.67%	14,713	165.88%
502105	Workers Comp Insurance	-	-	-	-	**	8,381	-100.00%
502110	Health/Life Insurance	7,870	7,990	1,505	12,218	152.92%	11,885	2.80%
502111	Medical In-Lieu Pay	-	-	345	2,058	**	-	100.00%
502115	Unemployment Insurance	705	705	-	526	74.61%	1,167	-54.93%
502120	Medicare/Fica	2,140	2,160	243	2,157	99.86%	2,159	-0.09%
502130	Other Benefit Charges	265	265	16	239	90.19%	-	100.00%
602110	Office Expense	6,500	6,500	-	203	3.12%	8,331	-97.56%
602115	Postage	500	500	16	163	32.60%	-	100.00%
602130	Clothing	1,000	1,000	539	539	53.90%	207	160.39%
604100	Communications	1,000	1,000	110	875	87.50%	654	33.79%
608105	Professional Services	16,000	23,500	2,674	25,005	106.40%	15,646	59.82%
612105	Vehicle Replacement Charge	3,595	3,595	300	3,595	100.00%	4,189	-14.18%
612115	Liability Insurance Charge	-	-	-	-	**	8,041	-100.00%
612125	Employee Benefits	-	-	-	-	**	24,845	-100.00%
4300	Parking Control Total	226,075	235,580	26,760	233,252	99.01%	244,453	-4.58%
6200	Code Enforcement							
501110	Salaries-Regular	312,675	316,150	38,707	295,561	93.49%	139,347	112.10%
501120	Salaries-Part Time	11,340	11,340	578	11,537	101.74%	-	100.00%
502100	Retirement	83,230	83,950	9,876	80,852	96.31%	24,430	230.95%
502105	Workers Comp Insurance	-	-	-	-	**	7,677	-100.00%
502110	Health/Life Insurance	21,450	21,450	4,589	35,632	166.12%	17,983	98.14%

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**Public Safety - Wren
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
6200	Code Enforcement, Continued							
502111	Medical In-Lieu Pay	-	-	380	2,268	**	-	100.00%
502115	Unemployment Insurance	1,290	1,290	-	963	74.65%	519	85.55%
502120	Medicare/Fica	4,695	4,735	565	4,421	93.37%	2,052	115.45%
502130	Other Benefit Charges	345	345	28	314	91.01%	-	100.00%
602100	Special Dept. Expense	-	-	-	-	**	650	-100.00%
602110	Office Expense	1,500	1,500	111	443	29.53%	2,782	-84.08%
602115	Postage	1,000	1,000	26	607	60.70%	-	100.00%
602160	Code Enforcement Equipment	3,000	3,000	-	-	0.00%	822	-100.00%
603105	Equipment Maintenance	100	100	-	-	0.00%	-	**
604100	Communications	800	800	-	624	78.00%	7,600	-91.79%
607100	Membership/Dues	600	600	-	475	79.17%	475	0.00%
607105	Mileage Reimbursement	100	100	-	-	0.00%	-	**
607110	Travel/Conference/Meetings	1,000	1,000	-	-	0.00%	467	-100.00%
607115	Training	1,000	1,000	-	109	10.90%	663	-83.56%
608100	Contractual Services	-	4,000	630	3,780	94.50%	3,780	0.00%
608105	Professional Services	-	-	360	4,255	**	-	100.00%
608180	Prosecution/Code Enforcement	75,000	75,000	8,181	35,772	47.70%	52,202	-31.47%
612105	Vehicle Replacement Charge	5,580	5,580	465	5,580	100.00%	6,509	-14.27%
612115	Liability Insurance Charge	-	-	-	-	**	7,679	-100.00%
612125	Employee Benefits	-	-	-	-	**	23,726	-100.00%
6200	Code Enforcement Total	524,705	532,940	64,496	483,193	90.67%	299,363	61.41%
101	GENERAL FUND TOTAL	\$ 9,559,155	\$ 8,294,282	\$ 644,268	\$ 7,536,168	90.86%	\$ 12,271,747	-38.59%
102	General Fund (Transactions & Use Tax)							
1520	Emergency Preparedness (COVID-19)							
501110	Salaries-Regular	-	-	-	-	**	48,558	-100.00%
502100	Retirement	-	-	-	-	**	3,926	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	4,739	-100.00%
502115	Unemployment Insurance	-	-	-	-	**	251	-100.00%

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**Public Safety - Wren
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
1520	Emergency Preparedness (COVID-19), Continued							
502120	Medicare/Fica	-	-	-	-	**	706	-100.00%
602140	Materials and Supplies	-	-	-	-	**	640	-100.00%
608130	Temporary Help	-	-	-	-	**	1,740	-100.00%
1520	Emergency Preparedness (COVID-19)	-	-	-	-	**	60,560	-100.00%
2100	Law Enforcement							
501110	Salaries-Regular	-	-	-	-	**	35,918	-100.00%
502100	Retirement	-	-	-	-	**	2,816	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	338	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	294	-100.00%
502115	Unemployment Insurance	-	-	-	-	**	68	-100.00%
502120	Medicare/Fica	-	-	-	-	**	605	-100.00%
602110	Office Expense	-	-	-	-	**	616	-100.00%
602140	Materials and Supplies	-	-	-	-	**	468	-100.00%
603125	Vehicle Maintenance	-	-	-	-	**	6,528	-100.00%
608160	O.C.S.D. Contract	6,300,000	7,040,931	-	7,040,931	100.00%	3,386,261	107.93%
608175	Crossing Guard Services	-	-	-	-	**	26,831	-100.00%
612105	Vehicle Replacement Charge	-	-	-	-	**	10,284	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,846	-100.00%
612125	Employee Benefits	-	-	-	-	**	5,705	-100.00%
2100	Law Enforcement Total	6,300,000	7,040,931	-	7,040,931	100.00%	3,478,578	102.41%
2200	Fire Protection							
501110	Salaries-Regular	-	-	-	-	**	7,184	-100.00%
502100	Retirement	-	-	-	-	**	563	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	68	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	59	-100.00%
502120	Medicare/Fica	-	-	-	-	**	121	-100.00%
608185	O.C.F.A. Contract	1,500,000	2,240,932	-	2,240,932	100.00%	953,939	134.91%
612115	Liability Insurance Charge	-	-	-	-	**	369	-100.00%

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**Public Safety - Wren
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
2200	Fire Protection, Continued							
612125	Employee Benefits	-	-	-	-	**	1,140	-100.00%
2200	Fire Protection Total	1,500,000	2,240,932	-	2,240,932	100.00%	963,457	132.59%
4300	Parking Control							
501110	Salaries-Regular	-	-	-	-	**	21,551	-100.00%
502100	Retirement	-	-	-	-	**	1,690	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	203	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	176	-100.00%
502120	Medicare/Fica	-	-	-	-	**	363	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	1,108	-100.00%
612125	Employee Benefits	-	-	-	-	**	3,423	-100.00%
4300	Parking Control Total	-	-	-	-	**	28,555	-100.00%
6200	Code Enforcement							
501110	Salaries-Regular	-	-	-	-	**	136,154	-100.00%
502100	Retirement	-	-	-	-	**	10,140	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	4,325	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	13,171	-100.00%
502115	Unemployment Insurance	-	-	-	-	**	410	-100.00%
502120	Medicare/Fica	-	-	-	-	**	2,107	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	7,177	-100.00%
612125	Employee Benefits	-	-	-	-	**	22,177	-100.00%
6200	Code Enforcement Total	-	-	-	-	**	195,661	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ 7,800,000	\$ 9,281,863	\$ -	\$ 9,281,863	100.00%	\$ 4,726,811	96.37%
	TOTAL PUBLIC SAFETY	\$ 17,359,155	\$ 17,576,145	\$ 644,268	\$ 16,818,031	95.69%	\$ 16,998,558	-1.06%

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Community Development-Lilley
June 2021 General Fund Expenditures (100% of year)

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
101	General Fund							
4000	Community Development Administration							
501110	Salaries-Regular	\$ 84,280	\$ 102,905	\$ 12,538	\$ 80,964	78.68%	\$ -	100.00%
501115	Salaries-Overtime	-	-	-	85	**	-	100.00%
502100	Retirement Charges	20,155	24,300	2,839	20,565	84.63%	-	100.00%
502110	Health/Life Insurance	4,300	5,225	1,075	8,511	162.89%	-	100.00%
502115	Unemployment Insurance	195	225	-	261	116.00%	-	100.00%
502120	Medicare/Fica	1,225	1,490	177	1,136	76.24%	-	100.00%
502130	Other Benefit Charges	20	25	6	40	160.00%	-	100.00%
602110	Office Expense	1,300	1,275	511	1,435	112.55%	-	100.00%
602120	Books/Periodicals	75	340	-	454	133.53%	-	100.00%
612115	Liability Insurance Charge	38,310	38,310	-	38,261	99.87%	-	100.00%
702100	Office Furniture	-	-	-	234	**	-	100.00%
4000	Community Development Administration Total	149,860	174,095	17,146	151,946	87.28%	-	100.00%
4100	Planning							
501110	Salaries-Regular	293,290	304,075	37,597	257,328	84.63%	124,210	107.17%
501115	Salaries-Overtime	1,000	1,000	-	1,193	119.30%	179	566.48%
501120	Salaries-Part Time	-	-	-	-	**	10,970	-100.00%
501125	Salaries-Appointed	9,000	9,000	692	7,771	86.34%	9,121	-14.80%
502100	Retirement	67,165	69,610	7,989	56,824	81.63%	11,504	393.95%
502105	Workers Comp Insurance	-	-	-	-	**	2,057	-100.00%
502110	Health/Life Insurance	24,810	25,795	4,329	30,659	118.86%	20,253	51.38%
502115	Unemployment Insurance	1,080	1,110	157	1,285	115.77%	1,129	13.82%
502120	Medicare/Fica	4,380	4,535	548	3,794	83.66%	2,124	78.63%
502130	Other Benefit Charges	270	275	19	129	46.91%	-	100.00%
602110	Office Expense	-	-	-	(577)	**	2,506	-123.02%
602115	Postage	200	200	1	372	186.00%	-	100.00%
602120	Books/Periodicals	-	360	-	353	98.06%	-	100.00%
607100	Membership/Dues	2,000	2,000	240	835	41.75%	603	38.47%

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**Community Development-Lilley
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
4100	Planning, Continued							
607110	Travel/Conference/Meetings	1,800	1,200	-	655	54.58%	256	155.86%
607115	Training	1,000	1,000	-	-	0.00%	1,250	-100.00%
608100	Contractual Services	4,000	4,000	-	350	8.75%	1,488	-76.48%
608105	Professional Services	-	432,200	47,269	162,268	37.54%	150	100.00%
608130	Temporary Help	-	-	-	-	**	66,134	-100.00%
608135	Microfilming	10,000	10,000	-	-	0.00%	-	**
612105	Vehicle Replacement Charge	615	615	51	615	100.00%	650	-5.38%
612115	Liability Insurance Charge	-	-	-	-	**	10,850	-100.00%
612125	Employee Benefits	-	-	-	-	**	33,524	-100.00%
4100	Planning Total	420,610	866,975	98,892	523,854	60.42%	298,958	75.23%
4200	Building Regulation							
501110	Salaries-Regular	70,030	61,670	6,512	54,731	88.75%	49,892	9.70%
502100	Retirement	15,835	13,965	1,368	11,933	85.45%	3,539	237.19%
502105	Workers Comp Insurance	-	-	-	-	**	547	-100.00%
502110	Health/Life Insurance	4,765	4,105	1,150	7,902	192.50%	8,752	-9.71%
502111	Medical In-Lieu Pay	-	-	31	31	**	-	100.00%
502115	Unemployment Insurance	330	330	109	383	116.06%	273	40.29%
502120	Medicare/Fica	1,015	905	94	775	85.64%	717	8.09%
502130	Other Benefit Charges	45	45	3	27	60.00%	-	100.00%
602110	Office Expense	1,000	1,000	83	197	19.70%	1,667	-88.18%
602115	Postage	500	500	-	104	20.80%	-	100.00%
602120	Books/Periodicals	400	400	-	-	0.00%	76	-100.00%
607100	Membership/Dues	135	135	-	-	0.00%	135	-100.00%
607110	Travel/Conference/Meetings	200	200	-	-	0.00%	-	**
607115	Training	1,000	1,000	-	350	35.00%	299	17.06%
608115	Inspection Services	457,795	457,795	235,364	793,046	173.23%	582,275	36.20%
608130	Temporary Help	-	11,000	27,027	34,749	315.90%	-	100.00%
608135	Microfilming	10,000	10,000	-	-	0.00%	-	**

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**Community Development-Lilley
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
4200	Building Regulation, Continued							
611116	Payment to Other Agencies	-	2,390	491	3,229	135.10%	-	100.00%
612105	Vehicle Replacement Charge	-	-	-	-	**	33	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	2,826	-100.00%
612125	Employee Benefits	-	-	-	-	**	8,732	-100.00%
4200	Building Regulation Total	563,050	565,440	272,232	907,457	160.49%	659,763	37.54%
4400	Business Relations							
607115	Training	500	500	-	-	0.00%	-	**
608100	Contractual Services	-	-	-	17,000	**	-	100.00%
608105	Professional Services	20,000	20,000	-	-	0.00%	-	**
608145	Information Technology	600	600	-	450	75.00%	-	100.00%
610210	Business Relations Programs	-	-	-	19	**	-	100.00%
4400	Business Relations	21,100	21,100	-	17,469	82.79%	-	100.00%
101	GENERAL FUND TOTAL	\$ 1,154,620	\$ 1,627,610	\$ 388,270	\$ 1,600,726	98.35%	\$ 958,721	66.96%
102	General Fund (Transactions & Use Tax)							
4100	Planning							
608105	Professional Services	-	19,063	-	19,063	100.00%	5,938	100.00%
4100	Planning	-	19,063	-	19,063	100.00%	5,938	100.00%
4400	Business Relations							
501110	Salaries-Regular	-	-	-	-	**	2,215	-100.00%
502100	Retirement	-	-	-	-	**	369	-100.00%
502105	Workers Comp Insurance	-	-	-	-	**	379	-100.00%
502110	Health/Life Insurance	-	-	-	-	**	30	-100.00%
502120	Medicare/Fica	-	-	-	-	**	85	-100.00%
602110	Office Expense	-	-	-	-	**	1,162	-100.00%
607100	Membership/Dues	-	-	-	-	**	275	-100.00%
607110	Travel/Conference/Meetings	-	-	-	-	**	696	-100.00%
608125	Advertising/ Business Dev't	-	-	-	-	**	10,050	-100.00%
608130	Temporary Help	-	-	-	-	**	41,333	-100.00%

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**Community Development-Lilley
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21		% of Budget	FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *			
4400	Business Relations, Continued							
612105	Vehicle Replacement Charge	-	-	-	-	**	715	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	2,074	-100.00%
612125	Employee Benefits	-	-	-	-	**	6,408	-100.00%
4400	Business Relations	-	-	-	-	**	65,791	-100.00%
102	TRANSACTIONS AND USE TAX TOTAL	\$ -	\$ 19,063	\$ -	\$ 19,063	100.00%	\$ 71,729	-73.42%
	TOTAL COMMUNITY DEVELOPMENT	\$ 1,154,620	\$ 1,646,673	\$ 388,270	\$ 1,619,789	98.37%	\$ 1,030,450	57.19%

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Community Service - Bobadilla
June 2021 General Fund Expenditures (100% of year)

Acct. No.	Description	FY 2020/21					FY 2019/20 Actual	% Change From Prior Year
		FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Activity During June	Year to Date Actual *	% of Budget		
101	General Fund							
5100	Parks and Recreation							
501110	Salaries-Regular	\$ 367,335	\$ 383,325	\$ 52,733	\$ 380,047	99.14%	\$ 289,530	31.26%
501115	Salaries-Overtime	-	-	609	1,036	**	120	763.33%
501120	Salaries-Part Time	87,770	114,985	6,823	51,327	44.64%	43,706	17.44%
502100	Retirement	96,235	99,970	11,964	93,215	93.24%	27,145	243.40%
502105	Workers Comp Insurance	-	-	-	-	**	6,359	-100.00%
502110	Health/Life Insurance	23,020	24,340	5,395	43,407	178.34%	37,043	17.18%
502111	Medical In-Lieu Pay	-	-	750	4,500	**	-	100.00%
502115	Unemployment Insurance	2,850	2,850	24	1,793	62.91%	2,101	-14.66%
502120	Medicare/Fica	6,600	7,070	860	6,178	87.38%	5,029	22.85%
502130	Other Benefit Charges	1,285	1,535	125	929	60.52%	-	100.00%
602100	Special Dept Expense	4,430	4,430	951	4,862	109.75%	8,523	-42.95%
602110	Office Expense	1,600	1,600	439	1,549	96.81%	3,005	-48.45%
602113	Social Media	2,500	2,500	344	1,681	67.24%	-	100.00%
602115	Postage	400	400	33	6,307	1576.75%	-	100.00%
602150	Recreation Brochure Mailing	8,000	8,000	4,567	15,258	190.73%	23,905	-36.17%
603110	Building Maintenance	10,485	12,770	2,930	3,380	26.47%	5,689	-40.59%
607100	Membership/Dues	1,160	1,160	280	425	36.64%	1,155	-63.20%
607110	Travel/Conference/Meetings	-	-	4	4	**	-	100.00%
607115	Training	1,500	1,500	-	235	15.67%	3,653	-93.57%
608100	Contractual Services	-	-	-	22	**	3,600	-99.39%
608150	Contractual Recreation Program	8,000	1,000	8,001	10,398	1039.80%	14,590	-28.73%
609100	Special Events	10,905	10,905	3,637	11,359	104.16%	6,447	76.19%
609115	Excursions	-	-	-	-	**	588	-100.00%
609125	Employee/Volunteer Recognition	-	-	-	223	**	-	100.00%
609200	Senior Citizen Program	1,200	1,200	444	1,190	99.17%	836	42.34%
612105	Vehicle Replacement Charge	6,800	6,800	567	6,800	100.00%	7,857	-13.45%
612115	Liability Insurance Charge	53,705	53,705	-	53,636	99.87%	17,763	201.95%

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Community Service - Bobadilla
June 2021 General Fund Expenditures (100% of year)

Acct. No.	Description	FY 2020/21					FY 2019/20 Actual	% Change From Prior Year
		FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Activity During June	Year to Date Actual *	% of Budget		
5100	Parks and Recreation, Continued							
612125	Employee Benefits	-	-	-	-	**	54,884	-100.00%
701105	Equipment-General	-	-	-	2,346	**	-	100.00%
5100	Parks and Recreation Total	695,780	740,045	101,480	702,107	94.87%	563,528	24.59%
5200	Community Services Center (Beach)							
501120	Salaries-Part Time	-	-	146	146	**	7,470	-98.05%
502105	Workers Comp Insurance	-	-	-	-	**	538	-100.00%
502115	Unemployment Insurance	-	-	-	-	**	95	-100.00%
502100	Retirement	-	-	26	26	**	-	100.00%
502120	Medicare/Fica	-	-	2	2	**	113	-98.23%
502130	Other Benefit Charges	-	-	2	2	**	-	100.00%
602100	Special Dept Expense	4,820	4,820	4,707	5,192	107.72%	2,221	133.77%
602110	Office Expense	1,000	1,000	562	912	91.20%	1,268	-28.08%
603105	Equipment Maintenance	-	-	-	-	**	58	-100.00%
603110	Building Maintenance	6,695	6,695	1,898	5,129	76.61%	34,124	-84.97%
604105	Utilities	9,540	9,540	-	-	0.00%	9,511	-100.00%
612105	Vehicle Replacement Charge	400	400	33	400	100.00%	423	-5.44%
612115	Liability Insurance Charge	-	-	-	-	**	524	-100.00%
612125	Employee Benefits	-	-	-	-	**	1,620	-100.00%
5200	Community Services Ctr (Beach)	22,455	22,455	7,376	11,809	52.59%	57,965	-79.63%
5300	Stanton Central Park							
501110	Salaries-Regular	64,085	66,195	7,456	61,442	92.82%	35,062	75.24%
501115	Salaries-Overtime	-	-	485	980	**	-	100.00%
501120	Salaries-Part Time	77,775	80,715	11,217	89,251	110.58%	76,513	16.65%
502100	Retirement	14,575	15,470	1,692	13,960	90.24%	2,463	466.79%
502105	Workers Comp Insurance	-	-	-	-	**	7,107	-100.00%
502110	Health/Life Insurance	5,120	5,120	1,099	8,204	160.23%	4,947	65.84%
502111	Medical In-Lieu Pay	-	-	100	788	**	-	100.00%
502115	Unemployment Insurance	1,800	1,800	120	1,949	108.28%	1,476	32.05%

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Community Service - Bobadilla
June 2021 General Fund Expenditures (100% of year)

Acct. No.	Description	FY 2020/21					FY 2019/20 Actual	% Change From Prior Year
		FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	Activity During June	Year to Date Actual *	% of Budget		
5300	Stanton Central Park, Continued							
502120	Medicare/Fica	2,055	2,105	279	2,220	105.46%	1,689	31.44%
502130	Other Benefit Charges	1,375	1,375	165	1,316	95.71%	-	100.00%
602100	Special Dept Expense	2,000	3,500	2,432	3,338	95.37%	1,423	134.57%
602110	Office Expense	500	500	30	446	89.20%	382	16.75%
604105	Utilities	630	630	-	-	0.00%	728	-100.00%
612115	Liability Insurance Charge	-	-	-	-	**	6,912	-100.00%
612125	Employee Benefits	-	-	-	-	**	21,357	-100.00%
5300	Stanton Central Park	169,915	177,410	25,075	183,894	103.65%	160,059	14.89%
5400	Senior Citizens Programs							
501110	Salaries-Regular	-	-	880	7,956	**	-	100.00%
501120	Salaries-Part Time	30,825	31,665	3,794	31,925	100.82%	18,033	77.04%
502100	Retirement Charges	-	-	200	1,807	**	-	100.00%
502110	Health/Life Insurance	445	445	146	1,207	271.24%	-	100.00%
502111	Medical In-Lieu Pay	-	-	100	600	**	-	100.00%
502115	Unemployment Insurance	525	525	-	438	83.43%	272	61.03%
502120	Medicare/Fica	445	445	69	593	133.26%	262	126.34%
502130	Other Benefit Charges	530	530	55	464	87.55%	-	100.00%
602100	Special Dept Expense	-	3,000	1,058	1,058	35.27%	-	100.00%
5400	Senior Nutrition Program	32,770	36,610	6,302	46,048	125.78%	18,567	148.01%
TOTAL COMMUNITY SERVICES		\$ 920,920	\$ 976,520	\$ 140,233	\$ 943,858	96.66%	\$ 800,119	17.96%

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**Transfers to Other Funds-Bannigan
June 2021 General Fund Expenditures (100% of year)**

Acct. No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
101	General Fund							
1600	Non-Departmental							
800250	Transfer to Fact Grant	\$ 24,750	\$ 16,750	\$ 1,396	\$ 16,750	100.00%	\$ 80,939	-79.31%
800251	Transfer to Senior Transportation Fund	9,430	9,430	286	4,509	47.82%	-	100.00%
800280	Transfer to SCP Maintenance Fund	-	59,503	1,244	55,789	93.76%	-	100.00%
800604	Transfer to Employee Benefits Fund	-	-	-	-	**	3,735,741	100.00%
	TOTAL TRANSFERS OUT	\$ 34,180	\$ 85,683	\$ 2,926	\$ 77,048	89.92%	\$ 3,816,680	-97.98%

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ATTACHMENT C

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General Fund - Fund Balance Status

	General Fund (101)	Measure GG Transaction & Use Tax Fund (102)	Total
<i>Reserves as of June 30, 2020:</i>			
Economic Uncertainty	\$ 4,100,000		\$ 4,100,000
Emergency Equipment Maintenance	250,000		250,000
Emergency Disaster Continuity	2,500,000		2,500,000
Capital Improvement	7,324,410		7,324,410
Subtotal	14,174,410	-	14,174,410
Available Fund Balance (unreserved)	1,517,810	4,678,926	6,196,736
Total Fund Balance (Reserves & Available Fund Balance) as of June 30, 2020	15,692,220	4,678,926	20,371,146
Estimated increase (decrease) of fund balance during Fiscal Year 2020-21	1,826,547	(4,678,926)	(2,852,379)
Total Projected Fund Balance (Reserves & Available Fund Balance) as of June 30, 2021	\$ 17,518,767	\$ -	\$ 17,518,767

HOUSING AUTHORITY FUND (#285)
June 2021 Revenues and Expenditures (100% of year)

Account No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual *	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
REVENUES								
435100	Interest	\$ 250,000	\$ 150,000	\$ 10,751	\$ 81,699	54.47%	\$ 354,612	-76.96%
435110	Unrealized Gains/Losses	-	-	(10,193)	(64,464)	**	67,471	-195.54%
436115	Property Rental	-	-	-	10	**	-	**
436140	Tina Way/Pacific Ave. Property Rent	500,000	500,000	133,819	560,483	112.10%	553,759	1.21%
437135	Expense Reimbursement	10,000	2,000	-	1,171	58.55%	11,958	-90.21%
437145	Sale Of Assets	-	210,100	-	210,100	100.00%	-	100.00%
437195	Other Revenue	1,500	-	-	-	**	775	-100.00%
439741	Transfer from Stanton Successor Agency	-	-	-	-	**	3,377,369	-100.00%
TOTAL REVENUES		\$ 761,500	\$ 862,100	\$ 134,377	\$ 788,999	91.52%	\$ 4,365,944	-81.93%
ESTIMATED EXPENDITURES AND OTHER USES								
Salaries and Benefits								
501110	Salaries-Regular	150,735	220,790	4,937	176,706	80.03%	87,060	102.97%
501115	Salaries-Overtime	-	-	-	445	**	43	934.88%
501120	Salaries-Part-Time	2,135	2,135	226	2,203	103.19%	2,008	9.71%
502100	Retirement	37,170	56,765	593	40,201	70.82%	8,601	367.40%
502105	Workers' Compensation	-	-	-	-	**	1,905	-100.00%
502110	Health/Life Insurance	9,720	13,855	(872)	18,804	135.72%	14,910	26.12%
502111	Medical in Lieu	-	-	60	360	**	-	100.00%
502115	Unemployment Insurance	465	735	(66)	1,090	148.30%	283	285.16%
502120	Medicare/FICA	2,220	3,295	62	2,485	75.42%	1,274	95.05%
502130	Other Benefits	100	820	5	119	14.51%	-	100.00%
608130	Temporary Help	-	1,190	-	1,851	155.55%	57,867	-96.80%
Total-Salaries and Benefits		202,545	299,585	4,945	244,264	81.53%	173,951	40.42%
Maintenance and Operations								
602100	Special Department Expense	-	-	-	3,961	**	12,679	-68.76%
602110	Office Expense	1,000	1,000	-	-	0.00%	276	-100.00%
602115	Postage	200	200	-	208	104.00%	-	100.00%
602140	Materials and Supplies	-	5,000	548	548	10.96%	-	100.00%

HOUSING AUTHORITY FUND (#285)
June 2021 Revenues and Expenditures (100% of year)

Account No.	Description	FY 2020/21 Adopted Budget	FY 2020/21 Amended Budget	FY 2020/21			FY 2019/20 Actual *	% Change From Prior Year
				Activity During June	Year to Date Actual *	% of Budget		
Maintenance and Operations , Continued								
603120	Minor Repairs	76,000	76,000	1,207	11,720	15.42%	21,584	-45.70%
604105	Utilities	50,000	50,000	7,631	58,219	116.44%	43,598	33.54%
607100	Membership Dues	-	-	-	4,630	**	-	100.00%
608100	Contractual Services	-	3,043,560	-	607,712	19.97%	-	100.00%
608105	Professional Services	250,000	503,025	49,412	227,108	45.15%	375,339	-39.49%
611110	O.C. Sanitation User Fee	15,000	15,000	-	23,652	157.68%	-	100.00%
610135	Relocation Assistance	-	240,000	2,914	81,470	33.95%	101,616	-19.83%
702100	Office Furniture	-	-	1,047	1,047	**	-	100.00%
Total-Maintenance and Operations		392,200	3,933,785	62,759	1,020,275	25.94%	555,092	83.80%
Allocated Charges								
612105	Vehicle Replacement Charge	3,070	3,070	256	3,070	100.00%	3,505	-12.41%
612115	Liability Insurance Charge	-	-	-	-	**	7,087	-100.00%
612125	Employee Benefits Charge	-	-	-	-	**	21,898	-100.00%
612140	Information Technology Charge	17,710	17,710	1,476	17,710	100.00%	-	100.00%
612200	Allocated Charges	-	-	-	-	**	6,844	-100.00%
614205	Admin Overhead	26,030	26,030	3,352	32,997	126.77%	-	100.00%
Total-Allocated Charges		46,810	46,810	5,084	53,777	114.88%	39,334	36.72%
Capital Outlay								
760100	Demolition/Condemnation	20,000	320,000	-	187,875	58.71%	-	100.00%
790100	Land Acquisition	-	1,961,440	-	1,961,438	100.00%	7,416,420	-73.55%
Total-Capital Outlay		20,000	2,281,440	-	2,149,313	94.21%	7,416,420	-71.02%
TOTAL EXPENDITURES		\$ 661,555	\$ 6,561,620	\$ 72,788	\$ 3,467,629	52.85%	\$ 8,184,797	-57.63%
REVENUES OVER (UNDER) EXPENDITURES		\$ 99,945	\$ (5,699,520)	\$ 61,589	\$ (2,678,630)		\$ (3,818,853)	

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Housing Authority Fund (Fund 285) - Fund Balance Status

Available Fund Balance as of June 30, 2020	\$ 15,593,383
Estimated increase (decrease) of fund balance during Fiscal Year 2020-21	<u>(5,660,020)</u>
Projected Available Fund Balance as of June 30, 2021	<u><u>\$ 9,933,363</u></u>

CITY OF STANTON
 FY 2020/21
 STATUS OF CAPITAL IMPROVEMENT PROJECTS (CIP)
 JULY 1, 2020 THROUGH JUNE 30, 2021

Attachment: F
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Account No.	Description	Adopted Budget 2020/21	Amended Budget 2020/21	YTD Actual 2020/21	% Spent	Remaining Budget
Street Projects						
710205	Citywide Street Rehabilitation - Fiscal Year 2020/21	\$ 1,074,000	\$ 1,051,630	\$ 744,314	70.8%	\$ 307,316
710205	Design of Slurry Seal Project	-	8,925	8,330	93.3%	595
710200	Slurry Seal Construction - Fiscal Year 2020/21	613,000	600,215	488,201	81.3%	112,014
710106	Traffic Signal Improvements - Fiscal Year 2020/21	205,000	200,740	-	0.0%	200,740
710125	City-wide Concrete Repair - Fiscal Year 2020/21	52,000	50,935	-	0.0%	50,935
710190	Design of Citywide Street Reconstruction Project	-	37,425	6,526	17.4%	30,899.000
710190	Miscellaneous Street Repairs - Fiscal Year 2020/21	26,000	25,465	-	0.0%	25,465
710195	Citywide Concrete Improvement Project - Fiscal Year 2019/20	-	75,600	63,322	83.8%	12,278.000
Total Street Projects		\$ 1,970,000	\$ 2,050,935	\$ 1,310,693	63.9%	\$ 740,242
Parks Projects						
750102	Park Master Plan	\$ 103,000	\$ 100,870	\$ -	0.0%	\$ 100,870
750111	Hollenbeck Rubber Replacement	205,000	200,735	-	0.0%	200,735
750121	Premier Park Play Equipment and Rubber	205,000	200,735	-	0.0%	200,735
750132	Harry Dotson Rubber	72,000	70,510	-	0.0%	70,510
Total Parks Projects		\$ 585,000	\$ 572,850	\$ -	0.0%	\$ 572,850
Sewer						
730105	Sewer Improvements - Fiscal Year 2020/21	\$ 1,635,000	\$ 1,600,910	\$ 230,436	14.4%	\$ 1,370,474
Total Sewer		\$ 1,635,000	\$ 1,600,910	\$ 230,436	14.4%	\$ 1,370,474
GRAND TOTAL		\$ 4,190,000	\$ 4,224,695	\$ 1,541,129	36.5%	\$ 2,683,566
Funding Source						
211	Gas Tax Fund	\$ 120,340	\$ 84,525	\$ 71,652	84.8%	\$ 12,873
215	Road Maintenance Rehabilitation Account (RMRA) (SB-1)	810,850	848,275	750,840	88.5%	97,435
220	Measure M Turnback Fund	790,000	804,325	446,391	55.5%	357,934
262	Traffic Signal Impact Fees Fund	26,000	26,000	-	0.0%	26,000.000
305	Capital Projects Fund (Reserves)	222,810	287,810	41,810	14.5%	246,000
310	Park In-Lieu Fund	585,000	572,850	-	0.0%	572,850
501	Sewer Maintenance Fund	1,635,000	1,523,910	153,436	10.1%	1,370,474
502	Sewer Capital Improvement Fund	-	77,000	77,000	100.0%	-
GRAND TOTAL		\$ 4,190,000	\$ 4,224,695	\$ 1,541,129	36.5%	\$ 2,683,566

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: September 14, 2021

SUBJECT: APPROVAL OF AGREEMENT NO. C-1-3254 AND THE AGENCY SERVICE PLAN WITH THE ORANGE COUNTY TRANSPORTATION AUTHORITY

REPORT IN BRIEF:

To continue transportation services for the City's Senior Mobility Program, staff is requesting approval of Agreement No. C-1-3254 and the Agency Service Plan with the Orange County Transportation Authority (OCTA). The agreement will continue to fund the program providing transportation services for seniors in Stanton.

RECOMMENDED ACTION:

1. City Council declare that the project is not subject to CEQA in accordance with Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve Agreement No. C-1-3254 and the Agency Service Plan between the Orange County Transportation Authority (OCTA) and the City of Stanton to provide transportation funds for the Senior Mobility Program; and
3. Authorize the City Manager to execute agreements on the City's behalf.

BACKGROUND:

Beginning in 2001, OCTA has dispersed 1% of Measure M2 funds to support local Orange County cities offering community-based senior transportation services. The City has received approximately \$27,000 a year since 2016 and over 3,500 rides are provided annually by community services staff, linking our vulnerable population to critical services that help to manage and improve their wellbeing. To participate in the Senior Mobility Program, residents must be 60 years of age and older.

The current Cooperative Agreement Guidelines and Agency Service Plan were approved in 2016 and are due for a five-year renewal, beginning July 2021 with an option for another five-year term ending on June 30, 2026.

ANALYSIS AND JUSTIFICATION:

To continue the in-house Senior Mobility Program at the current service levels, the City will continue to abide by the rules and regulations that are outlined by OCTA in the Cooperative Agreement and Agency Service Plan.

FISCAL IMPACT:

A 20% match is required of the City in the agreement. Over the past three years, this has averaged to approximately \$5,500 per year from the General Fund.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the regular agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 - Provide a High Quality of Life

Prepared by:

Reviewed by:

/s/ Kelsey Ransom

/s/ Zenia Bobadilla

Kelsey Ransom
Community Services Coordinator

Zenia Bobadilla
Community Services Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

ATTACHMENTS:

- Attachment A: Cooperative Agreement No. C-1-3254 between the City of Stanton and OCTA
- Attachment B: Exhibit A – Senior Mobility Program Agency Service Plan
- Attachment C: Exhibit A: Attachment 1 – Senior Mobility Program Project U Funding and Policy Guidelines
- Attachment D: Exhibit A: Attachment 2 – Pre-operation Inspection Defect Report
- Attachment E: Exhibit A: Attachment 3 – Senior Mobility Program Monthly Reporting Form
- Attachment F: Exhibit B – Drug-Free Workplace Act of 1988

COOPERATIVE AGREEMENT NO. C-1-3254

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF STANTON

FOR

SENIOR MOBILITY PROGRAM

THIS COOPERATIVE AGREEMENT (“Agreement”), is effective this _____ day of _____, 2021 (“Effective Date”), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (herein referred to as “AUTHORITY”) and the City of Stanton, 7800 Katella Avenue, Stanton, California 90680 (hereinafter referred to as “CITY”) each individually known as “PARTY” and collectively known as “PARTIES”.

RECITALS:

WHEREAS, CITY is desirous of obtaining transportation services for seniors of CITY; and

WHEREAS, AUTHORITY and CITY agree to enter into the Senior Mobility Program (SMP) concerning senior transportation services; and

WHEREAS, this Agreement defines the roles and responsibilities of AUTHORITY and CITY in executing an SMP for senior transportation; and

WHEREAS, AUTHORITY and CITY agree to comply with all relevant elements of Orange County Local Transportation Authority Ordinance No. 3; and

WHEREAS, AUTHORITY and CITY agree to comply with all elements of the SMP Project U Funding and Policy Guidelines (SMP Guidelines); and

WHEREAS, AUTHORITY’s Board of Directors approved this Agreement on May 24, 2021;

/

1 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as follows:

2 **ARTICLE 1. COMPLETE AGREEMENT**

3 A. This Agreement, including any attachments incorporated herein and made applicable by
4 reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this
5 Agreement between AUTHORITY and CITY and it supersedes all prior representations, understandings,
6 and communications. The invalidity in whole or in part of any term or condition of this Agreement shall
7 not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals
8 are true and correct and are incorporated by reference herein.

9 B. AUTHORITY's failure to insist on any instance(s) upon CITY's performance of any term(s) or
10 condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's
11 right to such performance or to future performance of such term(s) or condition(s), and CITY's obligation
12 in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall
13 not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized
14 representative of AUTHORITY by way of a written amendment to this Agreement and issued in
15 accordance with the provisions of this Agreement.

16 C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s) or
17 condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such
18 performance or to future performance of such term(s) or condition(s), and AUTHORITY's obligation in
19 respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not
20 be binding upon CITY except when specifically confirmed in writing by an authorized representative of
21 CITY by way of a written amendment to this Agreement and issued in accordance with the provisions of
22 this Agreement.

23 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY**

24 A. AUTHORITY agrees to provide funds per the SMP Guidelines:

25 1. Services provided under the SMP are available to individuals sixty (60) years of
26 age and older.

1 2. Funds for the program are identified as one percent (1%) of Renewed Measure M
2 (M2), also called OC GO, net sales tax revenue (Net Revenue) and will be allocated to all local
3 jurisdictions based upon the participating entity's respective percentage of the senior population of the
4 entire County.

5 3. Senior population will be determined by using the most current official decennial
6 Census information provided by the U.S. Census Bureau.

7 4. All active participants will receive their portion of funding on a bi-monthly basis.

8 B. AUTHORITY agrees that Net Revenues allocated shall be expended within three (3)
9 years of receipt. AUTHORITY may grant an extension to the three (3)-year limit, but extensions shall not
10 be granted beyond a total of five (5) years from the date of the initial funding allocation.

11 C. In the event the time limits for use of Net Revenues are not satisfied, then any retained
12 Net Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be returned
13 to AUTHORITY and these Net Revenues and interest earned thereon shall be available for allocation to
14 any project within the same source program at the discretion of AUTHORITY.

15 D. AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus
16 paratransit vehicle, at no cost to CITY and no further responsibility to AUTHORITY after vehicle donation.
17 CITY may purchase additional vehicle(s) in excess of their vehicle allocation at a cost of
18 Five Thousand Dollars (\$5,000) per vehicle, subject to vehicle availability.

19 **ARTICLE 3. RESPONSIBILITIES OF CITY**

20 A. CITY must satisfy all M2 eligibility criteria, as specified in the Orange County Local
21 Transportation Authority Ordinance No. 3, Attachment B, Section III, in order to receive their formula
22 allocation for the SMP.

23 B. CITY agrees that all funds received from AUTHORITY as specified in Article 2A above
24 will be used exclusively for providing accessible senior transportation services as specified in
25 Exhibit A, entitled "Senior Mobility Program Agency Service Plan."

26 /

1 C. CITY agrees to comply with all elements of the SMP Guidelines as specified in
2 Exhibit A, Attachment 1.

3 D. CITY agrees that Net Revenues allocated shall be expended within three (3) years of
4 receipt. AUTHORITY may grant an extension to the three (3)-year limit, but extensions shall not be
5 granted beyond a total of five (5) years from the date of the initial funding allocation.

6 E. In the event the time limits for use of Net Revenues are not satisfied, any retained Net
7 Revenues that were allocated to CITY and interest earned thereon shall be returned to AUTHORITY and
8 these Net Revenues and interest earned thereon shall be available for allocation to any project within the
9 same source program at the discretion of AUTHORITY.

10 F. CITY agrees to match twenty percent (20%) of the total annual program expenditures.
11 Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

12 G. CITY may contract with a third-party service provider to provide senior transportation
13 services provided that:

- 14 1. Contractor is selected using a competitive procurement process; and
- 15 2. Wheelchair accessible vehicles are available and used when requested.

16 H. CITY shall procure and maintain insurance coverage during the entire term of this
17 Agreement. Proof of coverage may include commercial insurance, permissible self-insurance or
18 coverage as provided through a joints powers pool, subject to AUTHORITY review and acceptance.

19 CITY shall provide the following insurance coverage:

20 1. Commercial General Liability, to include Products/Completed Operations, Independent
21 Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of \$1,000,000 per
22 occurrence and \$2,000,000 general aggregate;

23 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
24 combined single limit of \$1,000,000 each accident;

25 3. Workers' Compensation with limits as required by the State of California including a
26 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents; and

1 4. Employers' Liability with minimum limits of \$1,000,000 per accident, \$1,000,000 policy
2 limit-disease, and \$1,000,000 policy limit employee-disease.

3 I. Proof of such coverage, in the form of an insurance company issued policy endorsement
4 and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of
5 any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days
6 from the effective date of this Agreement with AUTHORITY, its officers, directors, employees and agents
7 designated as additional insured on the general and automobile liability. Such insurance shall be primary
8 and non-contributive to any insurance or self-insurance maintained by AUTHORITY. CITY shall also
9 include in each subcontract the stipulation that subcontractor shall maintain coverage in the amounts
10 required as provided in this Agreement. Subcontractors will be required to include AUTHORITY and other
11 project stakeholders as (an) additional insured(s) on the commercial general liability, auto, and excess
12 liability policies.

13 J. CITY shall include on the face of the Certificate of Insurance the Cooperative Agreement
14 Number C-1-3254; and, the Associate Contract Administrator's Name, Luis Martinez.

15 K. In the event CITY obtains a retired AUTHORITY vehicle for SMP services, CITY agrees
16 to transfer vehicle title and registration within fourteen (14) calendar days from taking possession of the
17 vehicle. CITY also agrees to provide documentation to AUTHORITY confirming transfer of vehicle title
18 and registration from AUTHORITY to CITY within thirty (30) calendar days from
19 taking possession of the vehicle.

20 **ARTICLE 4. TERM OF AGREEMENT**

21 A. This Agreement shall commence July 1, 2021 and shall continue in full force and effect
22 through June 30, 2026 (Initial Term), unless earlier terminated or extended as provided in this Agreement.

23 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an
24 additional five (5) years, commencing July 1, 2026, and continuing through June 30, 2031 (Option Term),
25 and thereupon require CITY to continue to provide services, and otherwise perform, in accordance with
26 Exhibit A.

C. AUTHORITY’s election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY’s convenience or CITY’s default as provided elsewhere in this Agreement. The “maximum term” of this Agreement shall be the period extending from commencement through June 30, 2031, which period encompasses the Initial Term and Option Term.

ARTICLE 5. NOTICES

All notices pertaining to this Agreement and any communications from the PARTIES may be made by delivery of said notices in person or by depositing said notices in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To CITY:	To AUTHORITY:
City of Stanton	Orange County Transportation Authority
Community Services Department 7800 Katella Avenue Stanton, CA 90680	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Zenia Bobadilla Community Services Director Tel: (714) 890-4247 <i>Email: zbobadilla@ci.stanton.ca.us</i>	Attention: Luis Martinez Associate Contract Administrator Tel: (714) 560-5767 <i>Email: lmartinez1@octa.net</i>

ARTICLE 6. FEDERAL, STATE AND LOCAL LAWS

AUTHORITY and CITY agree that in performance of their obligations under this Agreement, they shall comply with all applicable federal, California state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 7. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
 (1) the provisions of this Agreement, including all exhibits; (2) all other documents, if any, cited herein or incorporated by reference.

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1 **ARTICLE 8. AUDIT AND INSPECTION OF RECORDS**

2 CITY shall provide AUTHORITY, or other agents of AUTHORITY, such access to CITY's
3 accounting books, program records, payroll documents and facilities as AUTHORITY deems necessary.
4 CITY shall maintain such books, records, data and documents in accordance with generally accepted
5 accounting principles and shall clearly identify and make such items readily accessible to such parties
6 during CITY's performance hereunder and for a period of five (5) years from the date of final payment by
7 CITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend
8 to all first-tier subcontractors. CITY shall permit any of the foregoing parties to reproduce documents by
9 any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

10 **ARTICLE 9. TERMINATION**

11 AUTHORITY or CITY may, for its own convenience, terminate this Agreement at any time in
12 whole or in part by giving the other PARTY written notice thereof of not less than thirty (30) days in
13 advance of the specified date of termination.

14 **ARTICLE 10. INDEMNIFICATION**

15 A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors,
16 employees and agents from and against any and all claims (including attorney's fees and reasonable
17 expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage
18 to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by CITY,
19 its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out
20 of the performance of this Agreement .

21 B. CITY shall maintain adequate levels of Insurance, or self-insurance to assure full
22 indemnification of AUTHORITY.

23 C. As a funding source, AUTHORITY shall not be liable for any claims or losses arising
24 from CITY as a result of using the fund.

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1 **ARTICLE 11. ALCOHOL AND DRUG POLICY**

2 A. CITY agrees to establish and implement an alcohol and drug program that complies with
3 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement
4 as Exhibit B. CITY agrees to produce any documentation necessary to establish its compliance with
5 sections 701-707.

6 B. Failure to comply with this Article may result in nonpayment or termination of this
7 Agreement.

8 **ARTICLE 12. FORCE MAJEURE**

9 Either PARTY shall be excused from performing its obligations under this Agreement during
10 the time and extent that it is prevented from performing by a cause beyond its control, including, but
11 not limited to: any incidence of fire, flood; acts of God; commandeering of material products, plants or
12 facilities by the federal state or local government; national fuel shortage; or a material act of omission
13 by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and
14 provided further that such nonperformance is unforeseeable, beyond the control and is not due to the
15 fault or negligence of the PARTY not performing.

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1 **IN WITNESS WHEREOF**, the PARTIES hereto have caused this Agreement No. C-1-3254 to be
2 executed as of the date of the last signature below.

3 **CITY OF STANTON**

ORANGE COUNTY TRANSPORTATION AUTHORITY


4
5 By: _____
6 Jarad Hildenbrand
7 City Manager

By: _____
 Darrell E. Johnson
 Chief Executive Officer

8 **ATTEST:**

APPROVED AS TO FORM:

9
10 By: _____
11 Patricia Vasquez
12 City Clerk

By:  _____
 James M. Donich
 General Counsel

13 **APPROVED AS TO FORM**

APPROVAL RECOMMENDED:

14
15 By: _____
16 HongDao Nguyen
17 City Attorney

By: _____
 Beth McCormick
 Executive Director, Operations

18 **APPROVAL RECOMMENDED:**

19
20
21 By: _____
22 Jennifer L. Bergener
23 Chief Operating Officer, Operations/
24 Deputy Chief Executive Officer

25
26
BM
MB



Senior Mobility Program

Agency Service Plan

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines, included as Attachment 1, and submitted to OCTA for review. Upon review from OCTA, the Service Plan must be formally adopted by the agency's council or governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

Participant Information:

Agency	<u>City of Stanton</u>	Date	<u>January 6, 2021</u>
Program Contact	<u>Jarad Hildenbrand</u>	Phone	<u>(714) 890 - 4277</u>
Email	<u>jhildenbrand@ci.stanton.ca.us</u>		

Service Description:

1. Program goals and objectives:

1. To provide safe and reliable transportation to the Stanton Community Center.
2. To provide an opportunity for the seniors of the community to have access to a nutrition program that also allows for social interaction.
3. To offer recreational excursions within Orange County to the seniors of the community.
4. To increase senior participation by offering transportation services to community events.
5. To provide seniors with an opportunity to participate in healthy, active exercise programs offered at the community center.

2. Indicate how SMP service will be operated: *(Please check all that apply)*

- | | |
|---|--|
| <input checked="" type="checkbox"/> Directly-Operated | <input type="checkbox"/> Subsidized Taxi Program |
| <input type="checkbox"/> Contract Service Provider | <input type="checkbox"/> Other (Please Describe) |
| <input checked="" type="checkbox"/> Volunteers | |

N/A

3. Eligible trips provided under the SMP are limited to the following categories. Please indicate the categories of service to be provided by your program: *(Please check all that apply)*

- | | |
|---|---|
| <input checked="" type="checkbox"/> Senior Center | <input checked="" type="checkbox"/> Personal Care |
| <input checked="" type="checkbox"/> Nutrition | <input checked="" type="checkbox"/> Shopping |
| <input checked="" type="checkbox"/> Medical | <input checked="" type="checkbox"/> Social / Recreation (Please Describe) |

The City offers free and/or low cost excursions to Orange County museums, farmers markets, local plays, and local community events for the older adult population. Trips for personal care, shopping and medical are available on a case by case basis as resources allow.

4. SMP Guidelines restricts trips outside of Orange County to medical trips within approximately 10 miles of the Orange County border. Do you intend to provide medical trips outside of Orange County?

No

If yes, please list the trip purpose and destinations: *(e.g., medical trips to the VA Hospital in Long Beach)*

N/A

5. Fare structure:

The transportation service will be provided at no cost to the participants. Residents pay no fare unless being transported to an excursion; fare will cover entrance and ticket fees, only.

6. Number of vehicles:

1

7. Projected annual ridership:

2,900

8. Source(s) of 20 percent match funding:

Staff time, vehicle maintenance and upkeep (gas, tires, etc.)


Program Requirements:

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
 - a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
 - b) Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles.
 - c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
4. Jurisdiction/Agency will establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

IN WITNESS WHEREOF, has formally adopted the Senior Mobility Program Scope of Work as written above.

AGENCY REPRESENTATIVE

OCTA REPRESENTATIVE



A rectangular box containing a handwritten signature in black ink.

An empty rectangular box for the OCTA representative's signature.

Name: Jarad Hildenbrand

Name: _____

Title: City Manager

Title: CTS Department Manager

Click here to return to the agenda

Senior Mobility Program Project U Funding and Policy Guidelines

November 2018

1.0 Overview

The Measure M2 (M2) Project U – Senior Mobility Program (SMP) provides funding to support local, community-based transportation service for seniors. Originally established in 2001 using limited state funding for bus operations, M2 Project U SMP funding was established to continue and expand the existing program. A formula funding allocation was established for all Orange County participating cities and eligible agencies based upon their senior population. One percent (1%) of M2 net revenue is used to fund the program and participating cities and eligible agencies must provide a minimum 20 percent (20%) local match of the total annual program expenditures.

Included in the SMP are eligible non-profits. These agencies are funded locally and must also comply with the Guidelines.

2.0 Objectives

- To provide for local, community-based senior transportation services.
- To allow participating cities and eligible agencies to develop and implement senior transportation services to serve their community.
- To provide transit options for seniors which complement rather than duplicate the Orange County Transportation Authority's (OCTA) fixed route and ACCESS paratransit service.

3.0 Eligibility Requirements

Participation in the SMP is contingent upon maintaining M2 eligibility. Participating cities and eligible agencies must be eligible to receive M2 funding, established on an annual basis as specified in the M2 Ordinance Requirements for Eligible Jurisdictions, to receive the formula allocation for this program.¹ Adherence to strict funding guidelines is required.

Participating cities and eligible agencies are required to submit a Service Plan as described in Section 7.0 and must enter into a cooperative funding agreement with OCTA that defines the conditions of use of SMP funds prior to receiving their SMP funding allocation.

¹ Orange County Transportation Authority Ordinance No. 3, Attachment B, Section III

4.0 Funding Allocation Method & Distribution

Funding for the program is identified as one percent of M2 net sales tax revenue and will be allocated to eligible participating cities and eligible agencies based upon the participating cities and eligible agencies' percentage of the senior population of the county. Senior population is determined by using the most current official decennial Census information provided by the U.S. Census Bureau.

Funding allocations are based on actual sales tax receipts. Funding will be distributed on a bi-monthly basis. SMP funds must be expended within three (3) years of receipt.

OCTA may grant a two (2)-year extension beyond the three (3)-year expenditure limitation; however, an extension may not exceed five (5) years from the date of the initial funding allocation. Participating cities and eligible agencies requesting an extension beyond the three (3)-year limitation must submit a justification letter for review and approval by OCTA at least ninety (90) days prior to the end of the third fiscal year.

In the event the time limits for use of SMP funds are not satisfied, any retained SMP funds that were allocated to an eligible participating city and eligible agency, including interest, shall be returned to OCTA.

5.0 Match Requirements

Participating cities and eligible agencies must provide a minimum 20 percent (20%) local match of the total annual program expenditures. Match funding may be made up of cash subsidies, fare revenues, donations, or in-kind contributions such as salaries and benefits for the participating cities and eligible agencies' employees who perform work on the program. Participating cities and eligible agencies may also be required to submit supporting documentation to substantiate local match expenditures. Participating cities and eligible agencies are not required to contribute the minimum match requirement on a monthly basis; however, the minimum 20 percent (20%) match requirement must be met by the end of each fiscal year, defined as June 30.

Participating cities and eligible agencies not satisfying the annual 20 percent (20%) match shall be subject to withholding of funds from future bi-monthly allocations equal to the difference between the amount of Measure M funds actually spent and the amount of Measure M funds actually matched.

Example:

Total Program Expenditures	\$100,000
Total M2 Funding Allocation	\$ 80,000
20% Required Match	\$ 20,000
Actual Reported Match	\$ 15,000

Withholding Calculation:

Total M2 Funds Spent	\$ 80,000
M2 Funding Eligibility Based on Actual Reported Match	- <u>\$ 60,000</u>
Withholding from Future Allocation(s)	\$ 20,000

6.0 Service Guidelines

Services provided under the SMP are available to individuals sixty (60) years of age and older. Participating cities and eligible agencies have discretion in the types of trips provided within Orange County, such as trips to/from senior centers, medical appointments, shopping, personal care, and social/recreational activities. Participating cities and eligible agencies should use discretion when providing trips for social/recreational activities when developing their Service Plan to ensure prudent and appropriate use of taxpayer funds. SMP trips outside Orange County are restricted to medical trips only within approximately ten (10) miles of the Orange County border.

Participating cities and eligible agencies also have discretion in how the service is operated. Senior transportation services may be operated using employees, volunteers, or the jurisdiction may contract with a third-party service contractor. Contractors must be selected using a competitive procurement process and the participating city and eligible agency must ensure the contractor is in compliance with program guidelines and provisions included in the cooperative funding agreement.

Participating cities and eligible agencies whose program offers subsidized taxi service for seniors must ensure trips provided with SMP funding are consistent with the trip types as specified in these guidelines.

Wheelchair accessible vehicles must be available for SMP service.

Participating cities and eligible agencies will perform, or ensure that a contractor performs, maintenance of all vehicles used in the Senior Mobility Program. Participating cities and eligible agencies will ensure that its operators, or its contracted operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity.

Participating cities and eligible agencies may receive one retired OCTA ACCESS paratransit vehicle per year, free of charge, to support their senior transportation programs subject to availability. Any retired ACCESS vehicles in excess of one (1) per year may be purchased for a cost equivalent to the refurbishment cost incurred by OCTA.

7.0 Service Plan Adoption

Participating cities and eligible agencies shall submit to OCTA a SMP Service Plan which defines program services (Exhibit A). The Service Plan must be submitted using a template provided by OCTA and must be adopted by the participating cities and eligible agencies' governing body and approved by the OCTA Board of Directors. Any revision to the adopted SMP Service Plan must be submitted to OCTA in advance for review and approval. Revisions to the trips listed on the Service Plan will require an amendment to the cooperative funding agreement prior to implementing a change in program services.

8.0 Insurance

Participating cities and eligible agencies shall procure and maintain insurance coverage as specified in their SMP cooperative agreements with OCTA.

9.0 Drug and Alcohol Testing

Participating cities and eligible agencies shall establish and implement an alcohol and drug testing program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.

10.0 Marketing and Outreach

Participating cities and eligible agencies shall participate as appropriate in OCTA marketing and outreach efforts to encourage the use of fixed route transit service by older adults.

11.0 Recognition of OCTA Sponsorship

Participating cities and eligible agencies shall note OCTA sponsorship in any promotional material for senior mobility services funded by OCTA and shall display an OCTA-provided OC Go Senior Mobility Program decal on vehicles used in this Program, excluding taxis.

12.0 Vehicle Maintenance

Participating cities and eligible agencies shall perform or ensure that a contracted vendor performs maintenance of all vehicles used in the Program, including:

- Daily pre-trip inspections and completion of checklists identifying each vehicle component and system inspected.

- Scheduled preventive maintenance that meets or exceeds the vehicle manufacturer's standards.

- Maintaining maintenance records for each vehicle for five (5) years.

If required, cooperation in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.

13.0 Eligible Expenses

Participating cities and eligible agencies shall ensure M2 funds are used for eligible direct program-related expenses which may include contract service providers, staff time, vehicle maintenance, fuel, insurance, vehicle acquisition, program supplies and materials, marketing materials, and community outreach. Participating cities and eligible agencies shall ensure all costs are program-related and are fair and reasonable. Administrative costs up to 10 percent (10%) are allowed and considered eligible program expenses. All program expenses are subject to audit.

No M2 funding shall be used by a participating city and eligible agency for other than transportation purposes authorized in the M2 Ordinance.

14.0 Program Revenue

Participating cities and eligible agencies must maintain adequate controls for collecting and reporting program revenue, including donations, fees, and cash fares. Program revenue must be used to support the transportation service and may be used as part of the participating cities and eligible agencies' 20 percent (20%) local match requirement.

15.0 Reporting

Participating cities and eligible agencies are required to submit reports using templates provided by OCTA. Required reporting data will include, but not be limited to, the following:

A. Operational Reports

- Number of Trips by Category
- Vehicle Service Hours
- Vehicle Service Miles

Operational reports are due thirty (30) days after the end of the service month.

B. Financial Reports

- Program Cost Detail by Expense Category and % of Total Operating Cost
- Fares, Fees and Other Operating Revenue
- Participating City and Eligible Agency Total Contribution & Source
- Participating City and Eligible Agency Share as % of Total Operating Cost
- Cumulative Participating City and Eligible Agency Share to Date
- OCTA Contribution
- OCTA Contribution as % of Total Operating Cost

- Cumulative Contribution Received from OCTA
- Total Monthly Program Operating Cost
- Cumulative Total Program Operating Cost

Financial reports are due sixty (60) days after the end of the quarter. Reports must be certified by the participating city and eligible agency's Finance Director or Finance Director's financial designee.

Participating cities and eligible agencies shall be required to maintain supporting documentation to substantiate reporting data. Supporting documentation may include, but is not limited to, actual receipts, contractor invoices, trip sheets, payroll, timesheets, fuel logs, and maintenance records/receipts.

C. Annual Questionnaire and Document Request (AQDR)

Participating cities and eligible agencies shall certify their compliance with these Guidelines annually by having their City Manager or City Manager's department director designee sign a completed version of a questionnaire sent out by OCTA. Jurisdictions shall also submit all compliance-related documents requested by OCTA. Completed AQDRs must be submitted to OCTA within ninety (90) days of the end of the fiscal year reported upon.

Failure to meet the established reporting deadlines for any of these reports may result in future withholding of funding and/or other sanctions to be determined.

16.0 Audits & Inspection of Records

M2 funding is subject to audit. Participating cities and eligible agencies shall maintain program documentation and records for a period of no less than five years. Program documents and records, including but not limited to payroll, trip sheets, invoices, vehicle maintenance, fuel, and other program-related expenses, shall be available for review by OCTA SMP administrators, auditors, and authorized agents upon request. Participating cities and eligible agencies must follow established accounting requirements and applicable laws regarding the use of public funds. Failure to submit to an audit in a timely manner may result in withholding or loss of future funding. Failure to comply with the approved Service Plan will require remediation which may include repayment, reduction in overall allocation, and/or other sanctions to be determined by the OCTA Board of Directors.

Audits shall be conducted by the OCTA Internal Audit Department, or other authorized agent, as determined by OCTA.

OCTA's failure to insist in any one or more instances of a participating city and eligible agency's performance of the provisions set forth in these guidelines shall not be construed as a waiver or relinquishment of the participating city and eligible agency's obligation to comply with these guidelines.

Moreover, only the OCTA Board of Directors shall have the authority to alter and/or waive any requirements/obligations set forth in these guidelines.

BODY DAMAGE:



Orange County Transportation Authority
ACCESS PREOPERATION INSPECTION
DEFECT REPORT

Bus/Van No. _____ Date: _____

Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach driven.

1st Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: [] Defects: [] Signature: _____

2nd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: [] Defects: [] Signature: _____

3rd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: [] Defects: [] Signature: _____

PREOPERATIONS INSPECTIONS

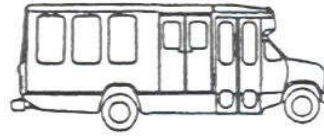
Indicate with an (x) that each item has been checked:

- AM/PM Tires/Lug Nuts (wheels & rims)
Motor-Guard
Air System
Lights/Reflectors
Wheelchair Lifts
Wheelchair Lift Cover
Mirrors
Windshield Wipers/Washers
Fire Extinguisher
Steering Mechanism
Emergency Reflectors
Turn Signal Switch/Horn
First Aid Kit
Radio
Driver's Seat/Belt
Door Interlock
W/C Tie Down Straps
Manual Lift Bar
Conduct Walk Around
Parking/Brakes/Service Brakes

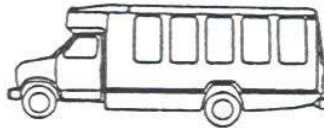
DEFECTS: Indicate with an (x) defective items only: (Explain in Detail)

- BRAKES Brake Fluid Leaks, Soft/Hard, Pull to L/R, Dragging, Smoking, Emergency Brake, Other - explain
RETARDER Light On, Brakes Not Applied, Light On, Brakes Applied, Bus Stopped, Light Not On, Brakes Applied, Bus Moving
ENGINE Hot Engine/Water Leaks, Low Oil/Oil Leaks, Starts Hard, No Power/Eng. Ck. Light, Smokes, Idles Rough/Vibration, Exhaust, Vacuum Leaks, Fuel Leaks/LPG/Gas, Other - explain
TIRES/WHEELS Flat, Embedded Object, Cut, Smooth/Cord, LF RF RRI RRO LRI LRO, Loose Missing Lugs, Other - explain
AVC & HEATING Off, Too Cold/Hot, Defroster Defect, Ventilation (Blowers), Fumes, Other - explain
ENTRANCE/EXIT DOORS/ WINDOWS Slow, Inoperative, Leaks Air, Excessive Play, Other - explain, Emergency Releases
WHEELCHAIR LIFT Will Not Fold Out, Will Not Lower/Raise, No Restraint Down/Up, Lift Will Not Fold Into Bus
LIGHTS Interior, Exterior, Location:
VEHICLE CLEANLINESS Interior, Exterior, Floor, Windows, Seat Condition, Explain:
RADIO Seats, Handrails, Modesty Panels
TRANSMISSION Won't Go Into Gear, Slips/Grinds/Lurches, Excessive Noise, Leaks, Drive Line Vibration, Rear End Noise
STEERING Hard/Binds, Shimmy, Excessive Play, Other - explain
ELECTRICAL EQUIPMENT Generator/Starter, Turn Signals/Flashers, Horn, Fare Box, Instruments/Gauges, Fuel, Oil, Amp Meter

Circle and describe any damage to a bus on diagram of front/rear and two side views



Description: _____



Description: _____



Description: _____



Description: _____

OPERATOR(S):

IMPORTANT! Help expedite repairs by providing necessary information regarding defects! Please print.

Blank lines for operator information

REPAIRS MADE:

Blank lines for repairs made

ALL ITEMS COMPLETED - BUS SERVICED AND RELEASED:

Supervisor's Signature

Date

Senior Mobility Program

Monthly Reporting Form



Agency Information

Service for the - Month of: July Year of: 2021
 Participating Agency: _____
 Agency Contact Name: _____
 Contact Number / Email: _____

Operational Data

Trip Category	One-Way Trips		Service Hours		Service Miles	
	Jul 2021	FYTD	Jul 2021	FYTD	Jul 2021	FYTD
Senior Center		-		-		-
Medical		-		-		-
Nutrition		-		-		-
Shopping		-		-		-
Personal Care		-		-		-
Social & Recreational	-	-	-	-	-	-
Amusement Park		-		-		-
Aquarium / Zoo		-		-		-
Beach / Park		-		-		-
Charity-Social Group Event		-		-		-
Community-Cultural Event		-		-		-
Education / Employment		-		-		-
Family-Friends		-		-		-
Funeral / Memorial Service		-		-		-
Government Office / Service		-		-		-
Library / Museum / Historical Site		-		-		-
Movies / Theater / Concert		-		-		-
Religious Institution		-		-		-
Restaurant		-		-		-
Sporting / Fitness		-		-		-
Transit Center / Hub		-		-		-
Total	-	-	-	-	-	-

Declaration and Submission Confirmation

Agency hereby certifies that this report is a complete and correct statement of the program's operating data.

Submitted By: _____

Signature: _____

Date: _____

THIS REPORT IS DUE NO LATER THAN 30 DAYS AFTER THE END OF THE SERVICE MONTH

Please send this report by email to CTSPROGRAMS@OCTA.NET.



Senior Mobility Program

Monthly Reporting Form

Agency Information

Service for the - Month of: July Year of: 2021
Participating Agency: _____
Agency Contact Name: _____
Contact Number / Email: _____

Financial Summaries

Cost Category	Jul 2021		FYTD	
	Cost	% of Total	Cost	% of Total
Direct Cost: Contracted Services		0.0%	\$ -	0.0%
Direct Cost: In-House Labor		0.0%	\$ -	0.0%
Direct Cost: Vehicle Expenses		0.0%	\$ -	0.0%
Direct Cost: Marketing / Outreach		0.0%	\$ -	0.0%
Subtotal Direct Costs	\$ -	-	\$ -	-
Indirect Costs? <input type="checkbox"/> Yes	\$ -	0.0%	\$ -	0.0%
Total Expenses	\$ -	0.0%	\$ -	0.0%

Above Total Expenses Paid By...	Jul 2021	% of Total	FYTD	% of Total
OCTA Contribution	\$ -	0.0%	\$ -	0.0%
Agency Contribution	\$ -	0.0%	\$ -	0.0%
Total Contributions	\$ -	0.0%	\$ -	0.0%

Above Agency Contribution Sources	Jul 2021	% of Total	FYTD	% of Total
General Fund / In-Kind		0.0%	\$ -	0.0%
General Donations		0.0%	\$ -	0.0%
Transportation Fees / Rider Fares		0.0%	\$ -	0.0%
Title IIIB Funds		0.0%	\$ -	0.0%
Other:		0.0%	\$ -	0.0%
Other:		0.0%	\$ -	0.0%
Other:		0.0%	\$ -	0.0%
Total Agency Contributions	\$ -	0.0%	\$ -	0.0%

Declaration and Submission Confirmation

Agency hereby certifies that this report is a complete and correct statement of the program's financial data.

Submitted By: _____ Must be by the Finance Director or Designee

Signature: _____ Date: _____

THIS REPORT IS DUE NO LATER THAN 60 DAYS AFTER THE END OF THE SERVICE QUARTER

Please send this report by email to CTSPROGRAMS@OCTA.NET.

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



DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, (*raising the contractor amount from \$25,000 to \$100,000*), requires compliance by all organizations contracting with any U. S. Federal agency in the amount of \$100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act does not require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: September 14, 2021

SUBJECT: RESOLUTION DECLARING SUPPORT FOR THE ORANGE COUNTY VETERANS CEMETERY IN ANAHEIM HILLS

REPORT IN BRIEF:

Adoption of a Resolution of formal support of the Orange County Veterans Cemetery in Anaheim Hills, and encouragement of federal, state, and local governments to support this much-needed project.

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. Adopt Resolution 2021-31, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING SUPPORT FOR THE ORANGE COUNTY VETERANS CEMETERY IN ANAHEIM HILLS”.

BACKGROUND:

The County of Orange has allocated over 200 acres of county-owned land located at Gypsum Canyon near the intersection of the 91 freeway and 241 toll road in Anaheim Hills to honor and respect the men and women who served our country and who deserve the right to be buried in Orange County.

ANALYSIS/JUSTIFICATION:

There are no dedicated Veterans cemetery in the County of Orange. The nearest open Veterans cemetery is the National Cemetery in Riverside.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

- 5. Provide a high quality of life.

PUBLIC NOTIFICATION:

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

Prepared by:

Approved by:

/s/ Jason Huynh

/s/ Jarad L. Hildenbrand

Jason Huynh
Management Intern

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Resolution No. 2021-31

RESOLUTION NO. 2021-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DECLARING SUPPORT FOR THE ORANGE COUNTY VETERANS CEMETERY IN ANAHEIM HILLS

WHEREAS, the City of Stanton (“City”) wholeheartedly endorses building a Veterans cemetery in Orange County; and

WHEREAS, the County of Orange has allocated over 200 acres of county-owned land located at Gypsum Canyon near the intersection of the 91 freeway and 241 toll road in Anaheim Hills; and

WHEREAS, the City has a rich history of supporting the military, having dedicated Veterans Memorial Park at 10970 Cedar St. on November 11, 2007; and

WHEREAS, currently the nearest open Veterans cemetery to Orange County is the National Cemetery in Riverside, California; and

WHEREAS, to honor and respect the men and women who served our country and who deserve the right to be buried in Orange County, we ask federal, state, and local governments to closely consider this proposed project as a benefit, not only to Orange County, but to the broader region, as well; and

WHEREAS, the property at Gypsum Canyon has been deeded to the Orange County Cemetery District by the County of Orange for the purpose of building a Veterans cemetery; and

WHEREAS, the property’s breathtaking view of the rolling hills remind many of Arlington National Cemetery; and

WHEREAS, on July 1, 2021, numerous leaders representing Veteran organizations gathered at the proposed Orange County Veterans Cemetery site in Anaheim Hills and expressed their enthusiastic support for the location.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Stanton, California, does hereby support the Orange County Veterans Cemetery in Anaheim Hills, and further encourages federal, state, and local governments to support this much-needed project.

PASSED, APPROVED, AND ADOPTED this 14th day of September, 2021.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY:
That the foregoing Resolution, being Resolution No. 2021-31 has been duly signed by
the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City
Council, held on September 14, 2021, and that the same was adopted, signed and
approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: September 14, 2021

SUBJECT: APPROVAL OF AGREEMENT FOR TOWING SERVICES

REPORT IN BRIEF:

Staff is recommending that the City enter into an Agreement for General Services for towing services with Action Southland Towing. This is a three-year agreement with the option of two one-year extensions. Action Southland Towing currently provides towing services for the City and the Orange County Sheriff's Department.

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. Approve the Agreement for General Services with Action Southland Towing for the provision of towing services for the period up to September 30, 2024, with the option of two additional one-year extensions.

BACKGROUND:

In April of 2021, the City of Stanton authorized and issued a Request for Proposal for the contractual services of a towing company. RFP packets were sent to all three towing firms listed as being headquartered in Stanton. Two establishments responded to the Request for Proposal and submitted responses. The submittals from each establishment were evaluated by Public Safety staff along with consideration of the performance record of each establishment. As a result of this analysis, staff concluded that a single service provider was qualified to provide towing services to the city.

ANALYSIS/JUSTIFICATION:

As a result of the Request for Proposal process, Action Southland Towing has been selected as the sole provider of towing services in the city. Action Southland Towing has been providing towing services to the City of Stanton for over 40 years. They have done so with an excellent service record and a high level of cooperation and customer service.

As part of the Municipal Code requirements, a background investigation was conducted regarding Action Southland Towing by the Orange County Sheriff's Department. The results of this investigation indicated that there were no outstanding issues with Action Southland Towing, as they are an approved service provider for the Orange County Sheriff's Department, as a result they were approved to be considered for the award for the provision of towing services.

FISCAL IMPACT:

There are no anticipated expenditures associated with this agreement. Revenue generated as a result of this agreement is included in the general fund budget preparation process.

/s/ James J. Wren

James J. Wren
Public Safety Services Director

HongDao Nguyen
City Attorney

Approved by:

/s/ Jarad L. Hildenbrand

Jarad Hildenbrand
City Manager

Attachments:

- A. Agreement for General Services
- B. Fee Resolution

CITY OF STANTON

AGREEMENT FOR GENERAL SERVICES – TOWING

1. PARTIES AND DATE

This Agreement for Towing Services (“Agreement”) 24th day of August 2021 by and between the City of Stanton, a municipal corporation organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and Action Southland Enterprises, Inc., DBA Action Southland Towing, a California corporation with its principal place of business at 7600 Industrial Way, Stanton CA 98680 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

2. RECITALS

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain general services required by City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing nonconsensual towing 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 Contractor to render such nonconsensual towing services for the City Towing Services (“Project”) as set forth in this Agreement.

2.3 Incorporation of Documents.

This Agreement includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto: Request for Proposals, dated April 22, 2021, and Contractor’s Proposal, dated June 3, 2021.

3. TERMS

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services and advice on various issues affecting the decisions of City regarding the Project and on other programs and matters affecting City (“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 1, 2021** to **September 30, 2024**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole and absolute discretion to extend the term of the Agreement for no

more than two additional one-year terms. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

Contractor shall perform its services in a prompt and timely manner and shall commence performance upon receiving notice from the City.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee of City. Contractor 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 Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Neither City, or any of its officials, officers, directors, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as set forth in this Agreement. Contractor 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. Contractor 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/Time for Performance.

(a) Contractor 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. Contractor represents that it has the skilled personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

(b) Neither City nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects a Party's performance and is one or more of the following: (1) Acts of God or other natural disasters; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); (4) strikes and other organized labor action occurring at the site and the effects thereof on the services, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (5) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of a public agency applicable to the services and Agreement. Should a Force Majeure Event occur, the non-performing Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made

to resume performance of this Agreement. Force Majeure Events and/or delays, regardless of the Party responsible for the delay, shall not entitle Contractor to any additional compensation. Notwithstanding the foregoing in this section, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

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

3.2.4 Substitution of Key Personnel. Contractor 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, Contractor may substitute other personnel of at least equal competence and experience upon written approval of City. In the event that City and Contractor 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 City, or who are determined by 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 Contractor at the request of City. The key personnel for performance of this Agreement are as follows: Scott Kattengell, CFO/Owner.

3.2.5 City's Representative. City hereby designates the Public Safety Service Director 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 City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than City's Representative or his or her designee.

3.2.6 Contractor's Representative. Contractor hereby designates Scott Kattengell CFO/Owner, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her 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. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, contractors and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by contractors in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, 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, Contractor shall perform, at its own cost and expense and without reimbursement from City, any services necessary to correct errors or omissions which are caused by Contractor's failure to

comply with the standard of care provided for herein, and shall be fully responsible to City for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Contractor's errors and omissions.. Any employee of Contractor or its subcontractors who is determined by 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 City, shall be promptly removed from the Project by Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Contractor 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 the provisions of Stanton Municipal Code Chapter 10.02, any local rules and specifications promulgated thereto, all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents 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 Labor

(a) Prevailing Wage. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

(b) Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

(c) Compliance Monitoring. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

(d) Labor Code Compliance; Audit Rights. City shall have the right to audit Contractor's compliance with this Agreement and California Labor laws with respect to Contractor's personnel, including, but not limited to, Contractor's compliance with Sections 3.2.1, 3.2.10, and 3.6. Upon City's request, Contractor shall provide within five (5) business days documents sufficient to demonstrate its compliance with this Agreement including, but not limited to, W4s, itemized wage statements, employee handbooks, and time cards for any of Contractor's personnel who provide the Services.

3.2.11 Insurance.

(a) Time for Compliance. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall not commence work under this Agreement until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that the subcontractor has secured all insurance required under this section.

(b) Types of Required Coverages. 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, Contractor 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.

(1) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as the latest version of the Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; or (4) cross liability exclusion for claims or suits by one insured against another.

(2) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as the latest version of Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.

(3) Workers' Compensation and Employer's Liability: 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.

(4) Contractors Pollution Liability: Contractors Pollution Liability Insurance covering all of Contractor's operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. Non-owned disposal site coverage shall be provided if handling, storing or generating hazardous materials or any material/substance otherwise regulated under environmental laws/regulations.

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.

(c) Endorsements.

(1) The policy or policies of insurance required by Section 3.2.11(b) (i) Commercial General Liability and (ii) Automobile Liability Insurance shall be endorsed to provide the following:

- (1) Additional Insured: City, its officials, officers, employees and agents shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Endorsements shall be issued on a combination of ISO CG 20 10 and CG 20 37 or exact equivalents. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Agreement.
- (2) Primary Insurance and Non-Contributing Insurance: This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees and agents shall not contribute with this primary insurance.
- (3) Severability: In the event of one insured, whether named or additional, incurs liability to any other of the insureds, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.
- (4) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.

- (5) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (6) Duties: Any failure by the named insured to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officials, officers, employees and agents.
- (7) Applicability: That the coverage provided therein shall apply to the obligations assumed by Contractor under the indemnity provisions of the Agreement, unless the policy or policies contain a blanket form of contractual liability coverage.

(2) The policy or policies of insurance required by Section 3.2.11(b) (iii) Workers' Compensation shall be endorsed, as follows:

- (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees and agents.
- (2) Cancellation: The policy shall not be canceled or the coverage suspended, voided, reduced or allowed to expire until a thirty (30) day prior written notice of cancellation has been served upon City except ten (10) days prior written notice shall be allowed for non-payment of premium.

(d) Deductible. Any deductible or self-insured retention must be approved in writing by City and shall protect the City, its officials, officers, employees and agents 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.

(e) Evidence of Insurance. Contractor, 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 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 City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

(f) Failure to Maintain Coverage. Contractor 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 City. City shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement.

In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work

because of production lost during suspension.

(g) 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.

(h) Insurance for Subcontractors. Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding City as an Additional Insured to the subcontractor's policies.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Contractor 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 subcontractors, 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. Contractor 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.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. 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 forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor 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 Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this

Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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.

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

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

(c) 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:

Contractor:

Action Southland Enterprises, Inc., DBA Action Southland Towing
7600 Industrial Way
Stanton, CA 90680
Attn: Scott Kattengell, CFO/Owner

City:

City of Stanton
7800 Katella Avenue
Stanton, California 90680
Attn: Keith Gifford, Code Enforcement Supervisor

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 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.

3.5.4 Attorneys' 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 attorneys' fees and all costs of such action.

3.5.5 Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, subconsultants and subcontractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City or its officials, officers, employees, agents or volunteers. This Section 3.5.5 shall survive any expiration or termination of this Agreement.

3.5.6 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 supplemented, amended or modified by a writing signed by both Parties.

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

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

3.5.9 City's Right to Employ Other Contractors. City reserves the right to employ other Contractors in connection with this Project.

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

3.5.11 Assignment or Transfer. Contractor 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 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.

3.5.12 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.

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

3.5.14 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.

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

3.5.16 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.

3.5.17 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor 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 Contractor, 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.

3.5.18 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, 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. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.19 Labor Certification. By its signature hereunder, Contractor 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 Workers' 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.

3.5.20 Authority to Enter Agreement. Contractor 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.

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

3.5.22 Employment Adverse to City. Contractor shall notify City, and shall obtain City's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against City during the term of this Agreement.

3.5.23 Conflict of Employment. Employment by Contractor of personnel currently on the payroll of City shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on City's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with City, is prohibited.

3.5.24 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.6 Independent Contractors and Subcontracting

3.6.1 Use of Contractors. Contractor is aware of statutory and case law regarding classification of workers as independent contractors, including California Labor Code Section 2750.3 and Dynamex Operations West, Inc. v. Superior Court, 4 Cal. 5th 903 (2018). To ensure that Contractor is in compliance with the California Labor Code, Contractor shall only utilize its employees to provide the Services. Contractor may not provide the services through any independent contractor, subcontractor or subconsultant ("Subcontractor(s)") unless approved by the City as set forth in Section 3.6.2 below. Contractor represents and warrants that all personnel who perform the Services on Contractor's behalf are Contractor's employees, and that Contractor complies with all applicable laws, rules and regulations governing its employees, including, but not limited to, the California Labor Code, Unemployment Insurance Code and all applicable Industrial Welfare Commission Wage Orders.

3.6.2 Prior Approval Required. Contractor shall not use any Subcontractor to provide the Services, or any portion of the work required by this Agreement, without prior written approval of City. In the event that City authorizes Contractor to use a Subcontractor, Contractor shall enter into a written agreement with the Subcontractor, which must include all applicable provisions of the Agreement, including a restriction on the Subcontractor's use of further independent contractors, subcontractors or subconsultants without the City's prior written consent.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR AGREEMENT
FOR GENERAL SERVICES
BETWEEN THE CITY OF STANTON
AND ACTION SOUTHLAND ENTERPRISES, INC., DBA ACTION SOUTHLAND TOWING**

IN WITNESS WHEREOF, each of the Parties has caused this Contract to be executed on the day and year first above written.

CITY OF STANTON

**ACTION SOUTHLAND ENTERPRISES,
INC., DBA ACTION SOUTHLAND
TOWING**

By: _____
Mayor or City Manager

By: _____
Scott Kattengell, CFO/Owner

ATTEST:

By: _____
City Clerk

By: _____
Janis Zemel, General Manager

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

I. SCOPE OF SERVICES

A. General Duties.

1. The Contractor's primary duty will be; responding, on a first priority basis, to requests for towing services initiated by the City. The Contractor must have tow trucks available at all times (24 hours/day, 7 days/week, 365 days/year, including holidays and weekends) to respond to requests for service from the City. The Contractor must also respond to towing requests from other City employees who are duly authorized by law to remove vehicles for storage, investigations, or both.

2. Typical towing situations will include, but will not be limited to: removing illegally parked vehicles, mechanical breakdowns, and storing. The Contractor must provide towing and storage services 24 hours/day, 7 days/week, 365 days/year, including holidays and weekends.

3. The Contractor shall respond to the City's requests for towing, impound, and storage service within twenty (20) minutes from the time such request is received. An immediate response will be required for all emergency calls. Response time is the difference between the time the Contractor is contacted by the City and the time the tow truck arrives at the required location. The Contractor shall promptly notify the City if this response time cannot be met.

4. The Contractor must maintain adequate personnel, equipment, and facilities at all times to perform the required towing services, within the time frames outlined in the Request for Proposal for Towing Services, dated April 22, 2021, as incorporated herein by reference ("RFP") and this Agreement. While the Contractor has custody of vehicles, the Contractor will be responsible for their safekeeping, including their contents, until they have been released to the owner or owner's agent, or disposed of in the manner the law permits.

B. Facilities. The Contractor must operate and maintain a business office and a primary storage lot within the City limits to allow for convenient access by City personnel and the public. The business office and primary storage lot must be in compliance with all specifications set forth in the RFP. The primary storage lot must also be in compliance with all other applicable City, State, and Federal regulations relating to the operation and maintenance of tow service business. The Contractor may operate a secondary storage lot within the City limits. The secondary storage lot must also be in compliance with the specifications set forth in the RFP and all applicable City, State, and Federal regulations relating to the operation and maintenance of a tow service business.

C. Equipment. The Contractor's vehicles must be in compliance with the applicable provisions of the California Vehicle Code, applying to tow trucks (615 CVC), including, but not limited to, Sections 615, 21711, 24606, 25100, 27700, 27907, and all other regulations pertaining to lighting and safety equipment.

D. Personnel. At its expense, the Contractor must have a sufficient number of properly licensed, trained, and qualified employees to perform the Services described in the RFP. The City may, at its discretion, conduct a background check at any time, in its sole and absolute discretion, of any employee that may include, but is not limited to: fingerprinting, a check of criminal convictions, credit history, driving history, and civil liens and judgments. If the City determines, through a background check, that an employee is not qualified to provide services to the City as specified in the RFP, the City will notify the Contractor in writing as to the City's findings. Although the Contractor may retain the disqualified employee, the Contractor must not use or dispatch the disqualified employee for a service that proposer provides to the City pursuant to the Agreement.

II. COMPENSATION

The Contractor's rates, charges, and fees for non-consensual towing, storage, or performing other Services under the Agreement must not exceed the rates, charges, and fees set forth by the City Council as provided in Resolution No. 2013-20, which is attached hereto as Exhibit "C," which Resolution may be amended from time to time by the City in its sole and absolute discretion. (See Stanton Muni. Code, § 10.02.090.)

III. CHAPTER 10.02 OF STANTON'S MUNICIPAL CODE

The Contractor must abide by the City's towing regulations established at Chapter 10.02 of the City's Municipal Code, which is incorporated herein by this reference. This includes, but is not limited to, the following:

A. Section 10.02.040 Rules and Specifications. The specific provisions in Section 10.02.040 and the written rules and specifications for towing services, drivers, and vehicle storage facilities. A copy of said rules and specifications is attached as Exhibit "D" and incorporated herein by reference.

B. Section 10.02.070 Towing Rotation List. If there is more than one (1) provider of towing services, the City's established rotation system.

C. Section 10.02.100 Payment of Franchise Fees to City. Payment to the City of franchise fees as determined by the City Council to cover costs of the City's towing program. A copy of the current franchise fees is attached as Exhibit "C" and incorporated herein by reference. Such franchise fees may be amended from time to time by the City in its sole and absolute discretion.

EXHIBIT "B"
SCHEDULE OF SERVICES

The City contact the Contractor for the provision of Towing Services on an as-needed basis.

EXHIBIT "C"

COMPENSATION – RESOLUTION NO. 2013-20

RESOLUTION NO. 2013-20

A RESOLUTION OF CITY COUNCIL OF THE CITY OF STANTON ESTABLISHING COST RECOVERY FEES AND CHARGES FOR TOWING CARRIERS

WHEREAS, it is in the best interest of the public to provide the Code Enforcement Division with an expeditious means for the non-consensual removal of vehicles from the public rights-of-way or private property that are described herein, but not limited to vehicles that are: damaged, disabled, obstructing traffic flow, blocking driveways or portions thereof, blocking fire-hydrants, have five or more unpaid parking tickets, expired registration, park in excess of 72 hours, parked in disabled spaces, or meet the circumstances permitting removal per the Stanton Municipal Code or California Vehicle Code through a non-exclusive franchise for towing for the removal of abandoned vehicles; and

WHEREAS, California Vehicle Code § 12110 authorizes public entities to require the payment of fees in connection with the award of a franchise for towing vehicles on behalf of the public entity for the purposes of reimbursing the City for its actual and reasonable costs in connection with the rotational towing program; and

WHEREAS, Section 10.02.100 of the Stanton Municipal Code provides that all towing carriers selected to participate in the City's towing rotation program shall pay to the City the administrative fees and charges for vehicles towed as determined by resolution of the City Council; and

WHEREAS, the City has studied and analyzed the costs associated with its towing program, including administrative, legal and enforcement costs, auditing and documenting costs, daily operational costs and other costs associated with enforcing the City's towing regulations so that towing franchisees are charged fees sufficient to reimburse the City for the costs incurred in connection with its towing program; and

WHEREAS, the City has studied and reviewed the franchise fees charged by other cities to towing operators in connection with the award of a towing franchise to assure that the proposed cost recovery fees are reasonable; and

WHEREAS, the City has (1) made available to the public at least ten days prior to its public hearing, including data supporting the reasonableness of the fee; 2) mailed notice at least fourteen days prior to this meeting to all interested parties who have requested notice of new or increased fees; and 3) held a duly noticed, regularly scheduled public hearing at which oral and written testimony was received regarding the proposed fee; and

WHEREAS, the City Council hereby determines that the proposed cost recovery fees to be charged by the City in connection with the award of a towing franchise are reasonable and necessary to reimburse the City for its actual and reasonable costs in connection with the towing program, including, but not limited to, administrative, legal and enforcement costs, auditing and documenting costs, daily operational costs and other costs associated with enforcing the City's towing regulations; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this Resolution.

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

SECTION 1. The City Council of the City of Stanton, California, finds that the above recitals are true and correct.

SECTION 2. In accordance with Chapter 10.02 of the Stanton Municipal Code, the cost recovery fees to be charges a towing operator in connection with the award of a franchise for towing vehicles on behalf of the City of Stanton shall be \$90.00 for each vehicle towed.

SECTION 3. The City Council hereby finds and determines that cost recovery fees charged to towing operators in connection with the award of a franchise do not exceed the reasonable amount necessary to reimburse the City for its actual and reasonable costs incurred in connection with its towing program.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 13th day of August, 2013.



DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:



MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

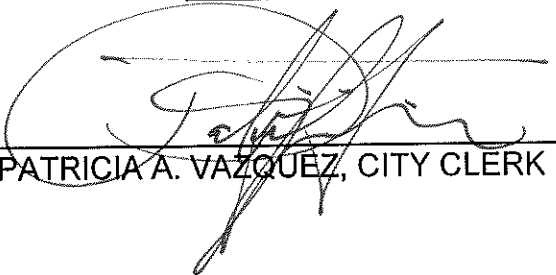
I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2013-20 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on August 13, 2013, and that the same was adopted, signed and approved by the following vote to wit:

AYES: Donahue, Ethans, Ramirez, Shawver, Warren

NOES: None

ABSENT: None

ABSTAIN: None



PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT D
RULES AND SPECIFICATIONS

City of Stanton

Towing Rules and Specifications for Non-consensual Towing Services

Towing Rules and Specifications for Non-consensual Towing Services

1.0.0 Definitions

1.1.0. “Business license” shall mean a license issued by the City according to Chapter 5.04.010 of the Municipal Code.

1.2.0. “City” shall mean the City of Stanton.

1.3.0. “City Manager” shall mean the City Manager of the City of Stanton or his or her designee.

1.4.0. “Non-consensual towing service” shall mean towing services provided to the City’s Police Department in situations where vehicle owners are unable to consent to having their vehicle towed, such as in cases of severe accident, where a vehicle is being towed for being illegally parked on public property or towed as a result of a police order.

1.5.0. “Rotation list” shall mean the City’s list of eligible Towing Carriers to be used by the City of Stanton when assistance is needed to remove abandoned, disabled or impounded vehicles.

1.10.0. “Tow vehicle” shall mean a motor vehicle which has been altered or designed or equipped for and exclusively used in the business of towing vehicles by means of a crane, tow bar, tow line, dolly, or a roll-back carrier or is otherwise used to render emergency assistance to disabled and other vehicles.

1.11.0. “Towing Carrier” or Towing Provider” shall mean a towing company and the owner(s) and/or managing employee(s) of a towing company.

1.12.0. “Tow vehicle driver” shall mean the driver of an authorized tow vehicle used for towing another motor vehicle.

1.13.0. “Vehicle Release Authorization Form” shall mean the document prepared by the City of Stanton and sent to the Tow Carrier authorizing the Tow Carrier to release a stored or impounded vehicle to the vehicle’s owner or agent.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: September 14, 2021

SUBJECT: RESOLUTION APPROVING THE PROPERTY TRANSFER AGREEMENT OF 11870 BEACH BOULEVARD TO THE STANTON HOUSING AUTHORITY

REPORT IN BRIEF:

Adoption of a Resolution approving the Property Transfer Agreement by and between the City of Stanton and the Stanton Housing Authority regarding 11870 Beach Boulevard.

RECOMMENDED ACTION:

1. City Council declare that this item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5); and
2. Adopt Resolution No. 2021-33, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING PROPERTY TRANSFER AGREEMENT REGARDING 11870 BEACH BOULEVARD WITH THE STANTON HOUSING AUTHORITY; FINDING AND DECLARING SUCH TRANSFER EXEMPT UNDER THE SURPLUS LAND ACT (GOVERNMENT CODE SECTION 54220 ET SEQ.); AND FINDING AND DECLARING SUCH TRANSFER EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE SECTION 21000 ET SEQ.)”.

BACKGROUND:

The subject property (“Property”) of .21 acres is located at 11870 Beach Boulevard, Stanton, CA 90680, directly adjacent to a 60-unit motel called the Tahiti Motel (“Motel”). The City presently owns the vacant Property in fee simple.

As of November 17, 2020, the City’s Housing Authority (“Authority”) and JHC-Beach2, LLC (“Developer”) entered into an Affordable Housing Grant and Regulatory Agreement (“Grant and Regulatory Agreement”) for the Developer to rehabilitate the Motel and ultimately convert it into permanent supportive housing for low-income individuals and families (“Project”). In connection with the Project, the City entered into an Option to

Lease Agreement, which grants the Developer the option to lease the Property for the purpose of developing open space complementary to and supportive of the Project. The Developer has exercised that option and a ground lease will be presented to the City Council for consideration in the future.

The attached Resolution would authorize the City to enter into and execute the Property Transfer Agreement with the Authority. Under the Property Transfer Agreement, the City would transfer the title of the Property to the Authority, and the Authority would deliver the purchase price of Eight Hundred and Ninety Thousand Dollars Even (\$890,000), plus any additional funds required for closing, to the City.

ANALYSIS/JUSTIFICATION:

In light of the Authority’s contractual relationship with the Developer under the Grant and Regulatory Agreement, a transfer of the Property from the City to the Authority would be needed to best facilitate the lease of the Property to the Developer.

As required by the Surplus Land Act (“SLA”), the City would declare the Property as surplus land—not necessary for the City’s use; however, because the City would be transferring the Property to the Authority, another local agency, the Property and transfer thereof are otherwise exempt from the SLA.

FISCAL IMPACT:

The Property Transfer Agreement includes the transfer of the purchase price of Eight Hundred and Ninety Thousand Dollars Even (\$890,000), plus any additional funds required for closing, from the Authority to the City.

ENVIRONMENTAL IMPACT:

None. This item is not a “project” under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) pursuant to Sections 15378(b)(5). The transfer of title to the Property from the City to the Authority is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

LEGAL REVIEW:

The City Attorney has reviewed the attached Property Transfer Agreement.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

4. Ensure fiscal stability and efficiency in governance.

PUBLIC NOTIFICATION:

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

Prepared by:

/s/ Jason Huynh

Jason Huynh
Management Intern

Approved as to form by:

/s/ HongDao Nguyen

HongDao Nguyen
City Attorney

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachment(s):

- A. Resolution No. 2021-33
- B. Property Transfer Agreement

RESOLUTION NO. 2021-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING PROPERTY TRANSFER AGREEMENT REGARDING 11870 BEACH BOULEVARD WITH THE STANTON HOUSING AUTHORITY; FINDING AND DECLARING SUCH TRANSFER EXEMPT UNDER THE SURPLUS LAND ACT (GOVERNMENT CODE SECTION 54220 ET SEQ.); AND FINDING AND DECLARING SUCH TRANSFER EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE SECTION 21000 ET SEQ.)

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

WHEREAS, as of November 17, 2020, the City’s Housing Authority (the “Authority”) and JHC-Beach2, LLC (the “Developer”) entered into an Affordable Housing Grant and Regulatory Agreement (the “Grant and Regulatory Agreement”) for Developer to rehabilitate a 60-unit motel called the Tahiti Motel, located at 11850 Beach Boulevard, Stanton, CA 90680 (the “Motel”), and ultimately convert it into permanent supportive housing for low-income individuals and families (the “Project”); and

WHEREAS, in connection with the Project, the City entered into that certain Option to Lease Agreement (the “Option Agreement”), which grants Developer the option to lease that certain vacant real property adjacent to the Motel more particularly described in Exhibit A to the Property Transfer Agreement (defined below) and incorporated herein by reference (the “Property”), for the purpose of developing open space complementary to and supportive of the Project (the “Option”); and

WHEREAS, Developer has exercised the Option and in order to best facilitate the lease of the Property to Developer, in light of the Authority’s contractual relationship with Developer under the Grant and Regulatory Agreement, it is hereby determined by the City Council (the “City Council”) of the City that a need exists for the City to transfer the Property to the Authority pursuant to the Property Transfer Agreement, a form of which is attached hereto as **Exhibit 1** (the “Property Transfer Agreement”); and

WHEREAS, the City hereby declares, for purposes of the Surplus Land Act (Government Code section 54220 *et seq.*) (the “Act”), that the Property is not necessary for the City’s use; and

WHEREAS, because the City is transferring the Property to the Authority, another local agency (as defined under the Act), the Property and transfer thereof are exempt from the Act pursuant to section 54221(f)(1)(D) of the Act; and

NOW THEREFORE, BE IT RESOLVED the City Council of the City of Stanton hereby finds and orders as follows:

SECTION 1. Recitals. All of the above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. Authorization to Enter into Property Transfer Agreement. The City Council hereby authorizes the City to enter into the Property Transfer Agreement with the Authority. The City Manager or his designee (the “Authorized Officers”) are authorized and directed to take all steps and actions which are necessary to accomplish the execution and delivery of the Property Transfer Agreement pursuant to the authorization given by the conditions specified in this Resolution.

SECTION 3. Approval of Property Transfer Agreement. The forms, terms and provisions of the Property Transfer Agreement which has been presented to the City Council at this meeting are hereby approved and the Authorized Officers are each hereby authorized and directed on behalf of the City and in its name to execute and deliver the Property Transfer Agreement in the name of and on behalf of the City in substantially the form hereby approved with such changes as the officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The City Clerk or other appropriate City officer is hereby authorized and directed to attest the signature of the Authorized Officers, as may be required or appropriate in connection with the execution and delivery of the Property Transfer Agreement.

SECTION 4. Surplus Land Act. Pursuant to Government Code section 54221(b)(1), the City hereby finds and declares that the Property is not necessary for the City’s use and is surplus; however, because the Property is being transferred to the Authority, another local agency, for its use, the Property and its transfer are exempt from the procedural requirements of the Act pursuant to Government Code section 54221(f)(1)(D).

SECTION 5. CEQA. Approval of the Property Transfer Agreement is not a “project” under the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*) (“CEQA”), because the transfer of title to the Property from the City to the Authority is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment. See CEQA Guidelines (California Code of Regulations, Title 14) section 15378(b)(5). As such, CEQA does not apply and no further action under CEQA is necessary.

SECTION 6. Other Acts. The Authorized Officers are hereby authorized and directed, jointly and severally, to do any and all things, to execute and deliver any and all documents which they may deem necessary or advisable in order effectuate the purposes of this Resolution and the Property Transfer Agreement, and any such actions previously taken by such officers are hereby ratified and confirmed.

SECTION 7. Effective Date. This Resolution shall take effect immediately upon adoption.

ADOPTED, SIGNED AND APPROVED this 14th day of September, 2021.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-33 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on September 14, 2021, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT 1

PROPERTY TRANSFER AGREEMENT

**PROPERTY TRANSFER AGREEMENT
BY AND BETWEEN
THE CITY OF STANTON
AND
THE STANTON HOUSING AUTHORITY**

THIS PROPERTY TRANSFER AGREEMENT (hereinafter, the "Agreement") is made and entered into as of the ___th day of _____, 2021 (hereinafter, the "Effective Date") by and between the CITY OF STANTON, a California municipal corporation (hereinafter, "Transferor"), and the STANTON HOUSING AUTHORITY, a California Joint Exercise of Powers Agency (hereinafter, "Transferee"). Transferee and Transferor are sometimes hereinafter referred to individually as a "party" and together as the "parties."

RECITALS

WHEREAS, Transferor owns in fee simple that certain real property of approximately .21 acres having the common address of 11870 Beach Boulevard, City of Stanton, County of Orange, State of California, as referenced by Assessor's Parcel Number 131-241-21, and all improvements constructed thereon and fixtures attached thereto (hereinafter, the "Property"), with the real property more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference; and

WHEREAS, Transferor now desires to transfer to Transferee and Transferee desires to receive from Transferor, the Property on the terms and conditions set forth herein.

AGREEMENT

1. Receipt and Transfer. Transferor agrees to transfer the Property to Transferee and Transferee agrees to receive the Property from Transferor upon the terms and conditions set forth in this Agreement.

2. Title. Transferor shall convey by grant deed, in substantially the same form as that attached hereto as Exhibit "B" (hereinafter, the "Grant Deed"), good and marketable fee simple title to the Property to Transferee, on or before **[INSERT DATE]** (hereinafter, the "Closing" or "Closing Date"), free of any monetary encumbrances affecting the condition of title except as otherwise permitted in Section 3.2 below.

3. Conditions of Transfer. Transferee's obligation to perform under this Agreement and to receipt of the Property shall be subject to the satisfaction or waiver of the conditions set forth in Section 2 above as well as all the provisions of this Section 3, Sections 3.1 and 3.2, which are for Transferee's benefit only. In the event any of the said conditions are not satisfied within the specified time limit(s), Transferee may, at its sole option and discretion, either waive such conditions or terminate this Agreement.

3.1 Approval of Title to the Property. Title to the Property shall be in the condition required by this Agreement as of the Closing. At Closing, title shall be transferred subject only to the exceptions contained in the Title Policy, recorded easements, and the conditions, covenants and restrictions affecting the Property set forth in section 7 hereof.

3.2 Inspections. Within ten (10) days after the Effective Date, Transferee may either personally inspect the Property or cause the Property to be inspected at Transferee's own expense. If Transferee is for any reason unsatisfied with the condition of the Property, Transferee will notify Transferor in writing no later than five (5) business days after the inspection and Transferee may, at its sole discretion, terminate this Agreement, and this Agreement will thereafter have no further force or effect. If Transferee does not notify Transferor in the manner prescribed herein, Transferee shall waive the protections of the inspection and shall accept the Property in its "as-is" condition.

4. Closing. On or before the Closing, Transferee and Transferor shall record the Grant Deed and any other instruments required to be recorded and shall deliver the documents to which they shall be respectively entitled.

4.1 Closing Costs. Unless the Parties are otherwise exempt, except as may be otherwise provided under this Agreement, Transferee and Transferor shall share and pay equally any costs and expenses incurred in connection with the Closing, including, without limitation, any recording costs and fees; provided, however, that Transferor shall pay any and all required county and city documentary transfer taxes.

4.2 Additional Documents. Transferee and Transferor shall execute such additional documents as may be reasonably required to effectuate the Closing, but in no event shall said additional documents increase the rights of one party against the other party hereto or modify the terms and conditions of this Agreement.

4.3 Possession. Transferor shall deliver possession of the Property to Transferee immediately following the Closing.

4.4 Delivery of Documents and Funds. On the Closing Date, Transferor shall deliver the Grant Deed and any additional documents required from Transferor to effectuate transfer of title of the Property to Transferee, and, Transferee shall deliver the Purchase Price of Eight Hundred and Ninety Thousand Dollars Even (\$890,000), and any additional funds required for Closing.

4.5 Prorations. Any current real property taxes, any assessments, fees, utilities, prepaid service contracts, and any other costs or fees necessary for the Closing shall be prorated as of the Closing Date on the basis of a thirty (30) day calendar month.

5. Transferor's Representations and Warranties. Transferor hereby makes the following representations, warranties, and acknowledgments, and agrees that such representations, warranties and acknowledgments shall be true as of the Closing Date and shall survive the Closing for a period of one (1) year.

5.1 Transferor, and the person executing this Agreement on behalf of Transferor, has the full right, power and authority to enter into this Agreement and to convey title to the Property to Transferee, and to take all actions required of it by the terms of this Agreement.

5.2 All the documents executed by Transferor which are to be delivered to Transferee at or before the Closing Date will be duly authorized, executed and delivered by

Transferor and will be legal, valid and binding obligations of Transferor enforceable against Transferor in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principals relating to or limiting the rights of contracting parties generally) and will not violate any provisions of any agreement to which Transferor is a party or to which it is subject.

5.3 Transferor is not a foreign person under Section 1445 Internal Revenue Code.

5.4 Transferor is the lawful fee simple owner of the Property and all improvements developed thereupon, which, as of the Closing Date, will be free and clear of all liens, security agreements, and all other monetary encumbrances, claims, demands, and charges of every kind and nature whatsoever, except as set forth in this Agreement.

5.5 Prior to the Closing or the termination of this Agreement by Transferee in accordance with the terms herein, Transferor shall not execute any option, lease, escrow instructions, sale contracts, or other agreements or instruments giving any other party any right of ownership, possession, or use of the Property or any part thereof, or further encumber the Property or any part thereof.

5.6 Transferor has no actual knowledge of the existence of (i) any underground tanks or of any toxic substances or hazardous materials or wastes (as those terms are defined under any federal, state or local laws or regulations) located on or about the Property, or (ii) any reports or studies evaluating or disclosing the existence of any such tanks, substances or materials on or about the Property.

5.7 Transferor has no actual knowledge of any material defects in the Property.

5.8 This Agreement has been duly executed by Transferor and constitutes the valid and binding agreement of Transferor enforceable against Transferor in accordance with its terms.

5.9 Until the Closing Date, Transferor shall maintain the Property and any improvements, in the same general condition as exists as of the Effective Date. Transferor shall deliver the Property reasonably clean and free of all personal belongings and debris.

6. Transferee's Representations and Warranties. Transferee hereby makes the following representations, warranties and acknowledgments, and agrees that such representations, warranties and acknowledgments shall be true as of the Closing Date and shall survive the Closing for a period of one (1) year.

6.1 Transferee, and the person executing this Agreement on behalf of Transferee, has the full right, power and authority to enter into this Agreement, to purchase the Property from Transferor and to take all actions required of it by the terms of this Agreement.

6.2 All the documents executed by Transferee which are to be delivered to Transferor at the Closing will be duly authorized, executed, and delivered by Transferee and will be legal, valid, and binding obligations of Transferee enforceable against Transferee in accordance with their respective terms (except to the extent that such enforcement may be

limited by applicable bankruptcy, insolvency, moratorium and other principals relating to or limiting the rights of contracting parties generally), and will not violate any provisions of any agreement to which Transferee is a party or to which it is subject.

6.3 This Agreement has been duly executed by Transferee and constitutes the valid and binding agreement of Transferee enforceable against Transferee in accordance with its terms.

7. Transferee's Agreement to Obligations, Covenants, Conditions and Restrictions.

7.1 Transferee acknowledges and agrees that it is obligated to comply with various provisions of the Redevelopment Law and it expressly warrants and agrees that it will comply with those obligations.

7.2 The Transferee herein covenants by and for itself, its officers, agents, successors and assigns, and all persons claiming under or through them, and this Agreement is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Transferee or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein conveyed.

8. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered in person or sent by registered or certified mail, postage prepaid, commercial overnight courier with written verification of receipt or by telecopy. A notice shall be deemed given: (a) when delivered by personal delivery (as evidenced by the receipt); (b) three (3) days after deposit in the mail if sent by registered or certified mail; (c) three (3) days after having been sent by commercial overnight courier as evidenced by the written verification of receipt; or (d) on the date of confirmation if telecopied. Notices shall be addressed as set forth below, but any addressee may change its address by written notice in accordance herewith.

Transferor: City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162
Attn: Jarad Hildenbrand, City Manager

Transferee: Stanton Housing Authority
7800 Katella Avenue
Stanton, CA 90680-3162
Attn: Jarad Hildenbrand, Executive Director

9. No Brokers or Agents. There are no agents or brokers involved in the sale of the Property contemplated by this Agreement. Transferee and Transferor agree to indemnify and hold the other party harmless from and against any and all claims, damage, liability or cost,

including without limitation, reasonable attorneys' fees, arising from or in connection with any claims by brokers or any other person, firm, or corporation based upon their having acted as broker or finder for or in connection with this transaction on behalf of the indemnifying party.

10. General Provisions.

10.1 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter contained herein, and supersedes any prior agreement and understanding about the subject matter hereof. This Agreement may only be modified or amended by a written instrument executed by the Parties.

10.2 Time is of the Essence. Time is of the essence in this Agreement.

10.3 Headings. The subject headings of the sections and paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

10.4 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

10.5 Successors and Assigns. Each covenant and condition contained in this Agreement shall inure to the benefit of and be binding on the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

10.6 Attorneys' Fees; Costs of Litigation. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled, including the fees and costs incurred in enforcing any judgment which may be obtained in said action.

10.7 Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

10.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

10.9 Non-Liability of Officials and Employees of Transferee and Transferor. No member, official or employee of the Transferee or Transferor shall be personally liable to the other party or any of their successors-in-interest, in the event of any default or breach by either party or for any amount which may become due to either party or their successors, or on any obligations under the terms of this Agreement.

10.10 Interpretation. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word “including” shall be construed as if followed by the words “without limitation.” This Agreement shall be interpreted as though prepared jointly by the Parties.

10.11 Risk of Loss. Risk of loss to the Property shall be borne by Transferor until possession of the Property has been delivered to Transferee. If improvements on the Property are destroyed or materially damaged prior to transfer of title through no fault of Transferee, Transferor may cause the immediate repair of said improvements unless Transferee, in its sole discretion, elects in writing to waive such Transferor requirements and elects to proceed with the purchase of the Property. Transferee shall notify Transferor whether Transferee wishes to proceed with the Property purchase within ten (10) days of receipt of written notice from Transferor of such circumstances. In the event that Transferor elects not to repair the damaged or destroyed improvements and Transferee declines to complete the Property purchase, Transferor shall be relieved of the obligation to sell the damaged or destroyed Property to Transferee as provided herein and the Parties’ obligations under this Agreement shall terminate with respect to the damaged or destroyed Property. In the event Property repairs are made, Transferee shall be obligated to close escrow when the repairs are completed as evidenced by the sign-off of building permits, Certificates of Occupancy or other similar applicable governmental instruments.

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TRANSFeree:

Stanton Housing Authority

David J. Shawver, Chairperson

Jarad Hildenbrand, Executive Director

ATTEST:

Patricia A. Vazquez, Secretary

APPROVED AS TO FORM:

HongDao Nguyen, Authority Counsel

TRANSFEROR:

City of Stanton

David J. Shawver, Mayor

Jarad Hildenbrand, City Manager

ATTEST:

Patricia A. Vazquez, City Clerk

APPROVED AS TO FORM:

HongDao Nguyen, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"

GRANT DEED

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Stanton
Attn: City Clerk
7800 Katella Avenue
Stanton, California 90680

APN: 131-241-21

(Space Above this Line Reserved for Use by Recorder)

(Exempt from recording fees pursuant to Government Code Sections 6103 and 27383)

GRANT DEED

The undersigned Grantor declares under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ -0-

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, THE CITY OF STANTON, a public body, corporate and politic, hereby GRANTS to THE STANTON HOUSING AUTHORITY, a California Joint Exercise of Powers Agency, the following described real property in the City of Stanton, County of Orange, State of California:

That certain real property legally described in Exhibit "A" hereto, with a commonly known address of: 11870 Beach Boulevard, Stanton, CA 90680.

The Grantee herein covenants by and for itself, its officers, agents, successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed on this ____th day of _____, 2021.

GRANTOR:

CITY OF STANTON

By: _____

EXHIBIT "A" TO GRANT DEED

Legal Description of Real Property

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____, before me, _____
Date Insert Name and Title of the Officer

Personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____

Place Notary Seal Above

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: September 14, 2021

SUBJECT: RESOLUTION AMENDING THE POSITION CLASSIFICATION MANUAL AND SALARY AND BENEFITS RESOLUTION AMENDMENT

REPORT IN BRIEF:

The attached Resolutions make changes to the Position Classification Manual by adding the job classifications of Management Analyst, Assistant Community and Economic Development Director, and Public Works Inspector and amend and approve the employee benefits and salary rates to reflect the new job classifications. Appropriation of funds is also requested to fund the Public Works Inspector and the reclassifications of the existing Facilities Maintenance Supervisor to Public Works Manager and the existing Administrative Clerk in the Public Works Department to Departmental Assistant.

RECOMMENDED ACTION

1. City Council declare that this project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making; and
2. Adopt Resolution No. 2021-30 amending the Position Classification Manual, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE POSITION CLASSIFICATION MANUAL”; and
3. Approve the appropriation of \$32,643 to the General Fund, \$56,250 to the Gas Tax Fund, and \$18,750 to the Sewer Fund related to the Departmental Assistant and Public Works Manager reclassifications and the addition of a full-time Public Works Inspector; and
4. Adopt Resolution No. 2021-32 amending and approving employee benefits and salary rates, entitled:

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

ANALYSIS AND JUSTIFICATION:

Several position changes are proposed to ensure the efficiency and effectiveness of the organization and meet the needs of the community. A description of the position changes is provided below.

On Tuesday, July 27, 2021, City Council approved several limited-term positions, some of which are new classifications, as part of the \$9.1 million American Rescue Plan Act (ARPA) funding allocated to the City of Stanton to respond, rebuild and recover from the global public health state of emergency. The full-time Management Analyst is a new position among those approved. The purpose of this position is to provide a variety of entry/journey level specialized, administrative, and analytical generalist duties in support of an assigned department, office, and/or program area; and to assist with the implementation of departmental, operational, and City-wide programs and policies. More specifically, the primary focus of this position will be on ARPA projects and to research, implement, oversee and support the city-wide execution of economic recovery, Stanton public health education and upgrades to the City’s infrastructure in the areas of water, sewer, and broadband. This position will also be dedicated to collecting data and preparing, submitting and presenting reports on various ARPA projects. Staff recommends the approval of the Management Analyst classification.

The Assistant Community and Economic Development Director is also a new position among those approved for ARPA. The purpose of this position would be to assist the Community and Economic Development Director in planning, directing, managing, and overseeing the activities and operations of the Community Development Department including planning, community development, economic development and building inspection; and to provide highly complex staff assistance to the Community and Economic Development Director. At this time, this classification will not be funded, however staff recommends this classification be approved and added to the City’s list of job classifications for future use. Instead, a recruitment to fill a Planning Manager is underway and this position will manage and coordinate both the planning and economic development activities of the Community and Economic Development Department. Staff recommends the approval of the Assistant Community and Economic Development Director classification.

Staff recommends the approval of a new classification for a full-time Public Works Inspector position for the Public Works Department. This position will provide grading, private improvement, encroachment permit, and capital improvement project inspections. With the increased development activity and requests for

nighttime inspections, a dedicated public works inspector position is necessary to provide the required level of customer service the citizens, contractors and utility companies expect from the City. This position will also monitor for unauthorized work in the public right-of-way and will bring contractors into compliance. This position will assist in the design and inspection of street improvement projects which will save on design and inspection costs; therefore, this position will be mostly funded through savings on design and inspection costs. This position will also provide inspections for all types of capital improvement projects, and assist the Director of Public Works and the Associate Engineer with required paperwork associated with labor and grant funding compliance. The fully burdened increase to the City to implement this change for the remainder of the fiscal year is \$93,750, however, since 80% of this position will be funded by the Gas Tax Fund and Sewer Fund, the impact to the General Fund is \$18,750.

The existing full-time Facilities Maintenance Supervisor is proposed to be reclassified as Public Works Manager because the work being performed by the current incumbent more closely aligns with the responsibilities and duties described in the higher-level Public Works Manager classification. Specifically, the Public Works Manager is tasked with planning field operations, coordinating work with other departments, and providing highly complex staff assistance to the Public Works Director, which are not requirements of the Facilities Maintenance Supervisor position. For several years, the incumbent has been planning field operations and future projects in consultation with the Public Works Director, Public Safety Director and Community Services Director. The Public Works Manager position is also tasked with preparing and presenting reports, providing technical and administrative support on special projects. The incumbent has prepared and presented reports, proactively sought and prepared requests for proposals for non-facility related special projects, and provided technical and administrative support for special projects. Accordingly, staff recommends the reclassification to Public Works Manager. The fully burdened increase to the City's General Fund to implement this change for the remainder of the fiscal year is \$9,053.

The existing full-time Administrative Clerk in the Public Works Department is proposed to be reclassified to Departmental Assistant because the work being performed by the current incumbent more closely aligns with the responsibilities and duties described in the higher-level Departmental Assistant classification. Specifically, the Departmental Assistant is required to provide front counter and telephone assistance, explain policies and procedures of the assigned department, including regulations, procedures and practices, and respond to and resolve customer concerns. In addition, the Departmental Assistant position is required to check, accept, review and track the status of permits and other City services, and log, receive, and process vendor and contractor payments and purchase orders. These responsibilities are not requirements of the Administrative Clerk position. For several years, the incumbent has provided these services to the Public Works Department with minimal input from the Public Works Director,

and the incumbent has provided services similar to the duties assigned to a permit technician and an accounting technician. Accordingly, staff recommends the reclassification to Departmental Assistant. The fully burdened increase to the City's General Fund to implement this change for the remainder of the fiscal year is \$4,840.

The resolution amending the Position Classification Manual can be found as Attachment A. The adjustments to the Position Classification Manual can be found as Exhibit A. The job descriptions for the new classifications can be found as Exhibit B.

Employee Benefits and Salary Schedule

The City's practice is to annually review and approve employee benefits and salaries as part of the budget process. The most recent revision was approved by City Council as part of the FY2021/22 budget on June 22, 2021. The proposed new classifications mentioned above require amending the employee and benefits resolution as well as the City's salary schedule to include the new Management Analyst, Public Works Inspector and Assistant Community and Economic Development Director classifications. There are no changes proposed to employee benefits or salary ranges.

Attachment B includes Resolution No. 2021-32 to approve employee benefits and salaries. Exhibit A includes the unchanged salary ranges and Exhibit B includes the updated City Monthly Salary Schedule.

FISCAL IMPACT:

The cost to the General fund for implementing the Departmental Assistant reclassification, Public Works Manager reclassification and adding the new Public Works Inspector in the current year is approximately \$32,643. The cost to other funds for the Public Works Inspector is \$56,250 to the Gas Tax Fund and \$18,750 to the Sewer Fund.

ENVIRONMENTAL IMPACT:

Not applicable.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

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

PUBLIC NOTIFICATION:

Through the normal agenda process.

Prepared by:

Approved by:

/s/ Cynthia Guzman

/s/ Jarad L. Hildenbrand

Cynthia Guzman
HR/Risk Management Analyst

Jarad L. Hildenbrand
City Manager

Concur:

/s/ Michelle Bannigan

Michelle Bannigan
Finance Director

Attachments:

- A. Resolution No. 2021-30
 - Exhibit A: Adjustments to the Position Classification Manual
 - Exhibit B: New and Revised Job Descriptions
- B. Resolution No. 2021-32
 - Exhibit A: Salary Ranges
 - Exhibit B: Revised Monthly Salary Schedule

RESOLUTION NO. 2021-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA,
AMENDING THE POSITION CLASSIFICATION MANUAL**

WHEREAS, Chapter 2.44.02 of the Stanton Municipal Code requires the establishment of a Position Classification Plan; and

WHEREAS, Resolution No. 87-15 adopted that Position Classification Plan as a Position Classification Manual; and

WHEREAS, Resolution No. 2020-39 included the most recent revisions to the Position Classification Manual; and

WHEREAS, there is a need to change that plan by adding or deleting job classifications, and or changing certain elements of job classifications; and

WHEREAS, those changes are detailed in Exhibit "A" of this Resolution.

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

1. The changes as detailed in Exhibit "A" are incorporated into the Position Classification Manual.
2. The position descriptions included as Exhibit "B" to this Resolution are hereby adopted.
3. All parts of the Position Classification Manual not changed by Exhibits "A" and "B" shall remain effective.

ADOPTED, SIGNED AND APPROVED this 14th day of September, 2021.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-30 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on September 14, 2021, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK

EXHIBIT "A"

Pursuant to Resolution 2021-30, the following position classification and associated salary range is added or modified in the Position Classification Manual:

<u>POSITION – NEW CLASSIFICATIONS</u>	<u>SALARY RANGE</u>
Insert: Management Analyst	20
Insert: Public Works Inspector	22
Insert: Assistant Community and Economic Development Director	43

EXHIBIT "B"

CITY OF STANTON

Job Title: **Management Analyst**

Department:

Salary Range: 20

Reports to: Department Head/Manager

SUMMARY DESCRIPTION

The purpose of this position is to provide a variety of entry/journey level specialized, administrative, and analytical generalist duties in support of an assigned department, office, and/or program area; to assist with the implementation of departmental, operational, and City-wide programs and policies; to coordinate assigned activities with other divisions, outside agencies, and the general public; and to perform other related duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Performs comprehensive analysis in a wide range of areas including policies, organization, finance, budget, contracts, procedures and services; assumes responsibility for specific program area duties; provides assistance in administrative and operating programs as assigned.
- Conducts research, analysis, and evaluation on assigned programs and areas.
- Provides staff assistance to management staff in the development and execution of various programs; participates on and provides staff support to a variety of committees; prepares staff reports and other correspondence as appropriate and necessary.
- Conducts administrative and/or management studies relating to the activities and operation of the assigned department, office, or program area; conducts the more routine surveys, research, and statistical analysis on administrative, fiscal, and operational issues; collects, compiles, and analyzes information from various sources on a variety of specialized topics related to programs administered by the position or by management staff; writes reports that present and interpret data, identify alternatives, and make recommendations.
- Participates in planning, coordinating, implementing, promoting, and overseeing assigned programs, projects, and initiatives; participates in the development and implementation of strategies for the achievement of program goals.
- Analyzes and interprets City policies and procedures.
- Participates in administering contracts.

- Represents the City with outside agencies and attends professional meetings as required.
- Coordinates assigned services and program/project activities with those of other City programs, functions, departments and staff as well as outside agencies and the general public.
- Participate in the budget development process and budget monitoring activities; provide assistance in the development of assigned budget; collect and analyze financial data; review and analyze financial data.

Additional Tasks and Responsibilities:

- Perform other duties as assigned.

KNOWLEDGE REQUIRED

- Federal, State and local laws, rules and regulations pertaining to local government operations.
- Basic principles, practices and techniques of public program administration and municipal government operations.
- Principles and techniques of budget development and administration.
- Research and survey techniques, methods and procedures.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Modern office methods, practices, procedures and equipment.
- Safe driving principles and practices.

ABILITIES/SKILLS

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
 - Interpret and apply City policies, procedures, rules and regulations.
 - Perform a variety of administrative duties with little or minimal supervision.
 - Evaluate and develop recommendations for improvements to operations, procedures, and/or policies.
 - Prepare clear, complete and accurate reports.
 - Plan, organize, and successfully implement projects and assignments.
 - Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
 - Communicate clearly and concisely, both orally and in writing.
-

EXPERIENCE/TRAINING/EDUCATION

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- One year of progressively responsible administrative experience, preferably in a public agency.
 - Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration, business administration, or a related field.
-

LICENSE/CERTIFICATE

- Possession of, or ability to obtain, an appropriate, valid California driver's license.
-

PHYSICAL ACTIVITIES AND REQUIREMENTS

- Ability to work in a standard office environment requiring prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, crouching and stooping in the performance of daily activities.
 - Occasional pushing, pulling, dragging and lifting office items weighing 25 lbs.
 - Movements frequently and regularly require using the wrists, hands and fingers to operate computers and office equipment.
 - Willingness to work variable hours including weekends and/or holidays.
 - Ability to hear and convey detailed or important instructions or information verbally and accurately.
 - Average visual acuity to prepare and read documents.
 - Ability to communicate with both the public and co-workers in a clear and concise manner.
 - Ability to travel to different sites and locations.
 - May be exposed to outdoor conditions.
 - Adapt to standard office sounds generated by office equipment as well as standard noise levels resulting from communication with co-workers and the general public.
-

The City of Stanton is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF STANTON

Job Title: **Public Works Inspector**

Department: Public Works/Engineering

Salary Range: 22

Reports to: Public Works Director/City Engineer

SUMMARY DESCRIPTION

Under general direction, the purpose of this position is to plan, organize, oversee and personally participate in providing public works inspection services, such as projects related to grading, permits, subdivisions, pavement management and capital improvements; perform complex inspections in support of the Public Works Director/City Engineer; prepare a variety of operational, statistical, and activity reports; ensure that all federal, state and local regulatory requirements and plans, specifications, and departmental regulations are met; supervise, train and evaluate assigned staff, if any; and perform related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Plans, organizes, administers, reviews, and evaluates the work of lower-level and/or contract staff responsible for providing public works inspection services, either directly or through contract personnel; provides training and policy guidance and interpretation to same.
- Assists in the development of plans and specifications for Capital Improvements Projects.
- Reviews plans, specifications and permits for a variety of large-scale or complex public works infrastructure and capital improvement construction projects; attends pre-construction conferences to discuss work needs.
- Inspects all phases of construction of public works and private development projects; inspects materials for identification as conforming to specifications and plans in accordance with City, County and State codes.
- Confers with contractors and developers regarding conformance to standards, plans, specifications, and codes; explains requirements and evaluates alternatives.
- Issues change orders within guidelines and/or consults with engineering staff regarding problems and change alternatives.
- Records amounts of materials used and work performed; selectively measures quantities of materials used; prepares necessary reports for progress payments.
- Inspects adjacent properties and City right-of-way, to determine impacts of construction activities.

- Investigates and participates in the resolution of resident complaints; prepares work orders in response to complaints; coordinates and confers with property owners regarding project schedule, hazards, and inconvenience.
- Schedules service interruptions with least interference and least inconvenience to properties.
- Investigates and resolves contractor, owner-builder, and developer disputes.
- Proactively seeks out persons performing work within the City right-of-way without permits and writes correction notices or issues administrative citations.
- Coordinate and monitor the City's pavement management system; issues annual asphalt and concrete maintenance contracts.
- Prepares, reviews, implements, and administers various public works contracts.
- Prepares and maintains daily activity records and reports; investigates and prepares reports on special problems, technical data, and other designated subjects.
- Maintains a working knowledge of current applicable codes, laws, standards, ordinances, policies and regulations, construction techniques and materials, and materials testing requirements; participates in on-going training.
- Reviews and interprets codes and ordinances and recommends changes and additions, as needed; performs routine field tests, as needed.
- Coordinates, trains, evaluates, and oversees the work consultants and assigns projects.
- Ensures that staff and contractors provide a high degree of service to both internal and external customers that support achieving the department's and the City's mission, objectives, and values.
- Explains standards and requirements given questions from City inspection staff and supervises field-testing.
- Verifies and evaluates work of assigned staff for accuracy, proper work methods, techniques, and compliance with applicable standards and specifications; ensures adherence to safe work practices and procedures.
- Performs minor or temporary repairs (i.e., unsafe barricades, work-in-progress areas).
- Performs set-up for special events, meetings, and moves and arranges field equipment and barricades.
- Acts as liaison between the City, contractors, other agencies and businesses and residents affected by projects; maintains communication among the parties and responds to and resolves issues and complaints or refers them to the proper office for resolution.
- Prepares standard bid and document forms.
- Consults with the Public Works Director/City Engineer and City legal staff regarding legal aspects of infrastructure construction matters.
- Prepares a variety of correspondence, reports, correction notices, procedures, and other written materials.
- Maintains accurate records and files.

Additional Tasks and Responsibilities:

- Performs other duties as assigned.

KNOWLEDGE REQUIRED

- Principles and practices of contract management and supervision, including work planning, assignment, review and evaluation, and the training of contractors in work procedures.
- Materials, methods, principles, and practices used in public work construction, including streets, curbs, gutters, sidewalks, drainage, streetlights and related facilities and appurtenances.
- Principles and practices of public works construction inspection.
- Practices of construction contract administration and payment in a public agency setting.
- Pertinent Federal, State, and local laws, codes, regulations, and departmental policies governing construction practices.
- Technical principles and practices of engineering design, specification, and cost estimate preparation.
- Defects and faults in construction, landscaping, and related systems.
- Materials sampling, testing, and estimating procedures.
- Engineering mechanics of construction.
- Weed abatement programs.
- Pavement management systems.
- Basic groundwater issues in a hillside community.
- Mathematical principals including algebra, geometry, and trigonometry.
- Computer applications related to the work.
- Modern office practices, methods, and computer equipment.
- Principles and procedures of record keeping.
- Standard plans and specifications, including the Standard Specifications for Public Works Construction (“Greenbook”), and County standard plans.
- Occupational hazards and standard safety practices necessary in the area of public works maintenance and inspection.
- General principles of risk management related to the functions of the assigned area.
- Techniques for dealing with the engineers, developers, contractors, City staff, and representatives of other agencies in an effective manner.
- Techniques for effectively representing the City in contacts with governmental agencies, community groups and various business, professional, educational, regulatory and legislative organizations.
- Techniques for providing a high level of customer service to public and City staff, in person and over the telephone.
- Modern office methods, practices, procedures and equipment.
- Safe driving principles and practices.

ABILITIES/SKILLS

- Plan, organize, assign, coordinate, and evaluate the work of City contractors.

- Inspect large and complex capital improvement and public works projects to ensure compliance with plans and specifications.
- Interpret, apply, and explain applicable laws, regulations, codes, and departmental policies governing the construction and maintenance of public works and landscape areas.
- Review and authorize change orders, claims and progress payments within specific procedural guidelines.
- Provide technical engineering review and process assistance to City staff.
- Detect and locate faulty materials and workmanship and determine the stage of construction during which defects are most easily found and remedied.
- Review and analyze construction plans, specifications, and maps for conformance with City standards and policies.
- Coordinate and deal tactfully with contractors, engineers, landscape architects and property owners.
- Inspect assigned areas for a wide variety of maintenance, repair, and risk management issues.
- Respond to complaints or inquiries from citizens, staff, and outside organizations.
- Assist with the preparation of biddable specifications for a variety of public works construction.
- Develop cost estimates and budgets for public review.
- Perform the entire range of construction inspection activities with a minimum of supervision.
- Research, write, and recommend programs and schedules including requests for proposals and budgets.
- Make accurate mathematic computations.
- Maintain accurate records and files.
- Prepare clear, concise, and accurate reports, correspondence, change orders, specifications and other written materials.
- Represent the department and the City effectively in meetings with other departments, public and private organizations and individuals.
- Use tact, initiative, prudence and independent judgment within general policy, procedural and legal guidelines.
- Operate modern office equipment including computer equipment and software programs.
- Operate a motor vehicle safe.
- Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
- Communicate clearly and concisely, both orally and in writing.

EXPERIENCE/TRAINING/EDUCATION

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Equivalent to completion of two (2) years of college-level courses or technical school training in construction technology, construction inspection, or construction management, or a related field.
 - Four (4) years of construction inspection experience, including contract administration experience. Experience in a public agency setting is desirable.
-

LICENSE/CERTIFICATE

- Possession of, or ability to obtain, an appropriate, valid California driver's license.
-

PHYSICAL ACTIVITIES AND REQUIREMENTS

- Ability to work in a standard office environment requiring prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, crouching and stooping in the performance of daily activities.
 - Occasional pushing, pulling, dragging and lifting office items weighing up to 50 lbs.
 - Movements frequently and regularly require using the wrists, hands and fingers to operate computers and office equipment.
 - Willingness to work variable hours including weekends and/or holidays.
 - Ability to hear and convey detailed or important instructions or information verbally and accurately.
 - Average visual acuity to prepare and read documents.
 - Ability to communicate with both the public and co-workers in a clear and concise manner.
 - Ability to travel to different sites and locations.
 - Ability to inspect various City infrastructure and development sites, including climbing ladders, stairs and other temporary or construction points.
 - Exposed to outdoor conditions and loud noise levels, cold and/or hot temperatures, vibration, chemicals, mechanical and/or electrical hazards when conducting field work.
 - Adapt to standard office sounds generated by office equipment as well as standard noise levels resulting from communication with co-workers and the general public.
-

The City of Stanton is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

CITY OF STANTON

Job Title: **Assistant Community and Economic Development Director** Department: Community Development

Salary Range: 43 Reports to: Community and Economic Development Director

SUMMARY DESCRIPTION

The purpose of this position is to assist the Community and Economic Development Director in planning, directing, managing, and overseeing the activities and operations of the Community Development Department including planning, community development, economic development and building inspection; to coordinate activities with other departments; and to provide highly complex staff assistance to the Community and Economic Development Director; and to act as the Community and Economic Development Director in his/her absence.

ESSENTIAL FUNCTIONS AND BASIC DUTIES

The following duties are normal for this position. There are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Participate in the overall management of the Community Development Department; assume management responsibility for assigned services and activities.
- Manage and participate in the development and implementation of goals, objectives, policies, and priorities for the Community Development Department; recommend and administer policies and procedures.
- Provide oversight and participate in policy development on issues related to housing development, economic development, and Community Development Department administration as required.
- Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
- Plan, direct, coordinate, and review the work plan for assigned staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
- Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
- Oversee and participate in the development and administration of assigned budgets; in association with the Community and Economic Development Director, participate

in the development and administration of the Community Development Department budget; approve the forecasts of funds needed for staffing, equipment, materials, and supplies; approve expenditures and implement budgetary adjustments as appropriate and necessary.

- Serve as the liaison for the department and assigned sections with other divisions, departments, and outside agencies; negotiate and resolve sensitive and controversial issues; make presentations to the community and/or public officials.
- Provide responsible staff assistance to the Community and Economic Development Director; conduct a variety of organizational studies, investigations, and operational studies; recommend modifications to department programs, policies, and procedures as appropriate.
- Negotiate, implement, and administer complex agreements that have a significant economic and financial impact on the City including disposition and development agreements, economic development agreements, and professional services agreements.
- Respond to inquiries from public officials, board/commission members, and the general public; resolve difficult and sensitive complaints and/or issues.
- Serve as staff on a variety of boards, commissions, and committees; prepare and present staff reports and other necessary correspondence.
- Attend and participate in professional group meetings; maintain awareness of new trends and developments in the fields of economic development, planning, and housing.
- Serve as the Community and Economic Development Director as required.
- Perform related duties as assigned.

KNOWLEDGE

- Principles and practices of planning as applied to the development and implementation of current and advanced planning and redevelopment activities and projects.
- Recent developments, current literature and sources of information in municipal planning, economic development and building inspection.
- Principles of personnel administration, supervision, performance evaluation and training.
- Principles and practices of budget preparation and administration. Modern office practices, procedures, methods and equipment. Technical and administrative report preparation and presentation.
- Safe driving principles and practices.

ABILITIES/SKILLS

- Oversee and participate in the management of the Community Development Department.

- Oversee, direct, and coordinate the work of lower level staff; select, supervise, train, and evaluate staff.
 - Participate in the development and administration of department and division goals, objectives, and procedures.
 - Prepare and administer large program budgets; prepare clear and concise administrative and financial reports.
 - Negotiate, implement, and administer complex contracts and agreements.
 - Resolve sensitive and complex issues.
 - Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
 - Research, analyze and evaluate new service delivery methods and techniques.
 - Interpret and apply federal, state, and local policies, laws, and regulations.
 - Prepare and analyze technical, administrative, and fiscal reports, statements, and correspondence.
 - Communicate clearly and concisely, both orally and in writing.
 - Establish and maintain working relationships with those contacted in the course of work.
-

EXPERIENCE/TRAINING/EDUCATION

- Five years of professional and administrative experience in community planning and development.
 - Equivalent to a Bachelor's degree from an accredited college or university with major course work in urban planning, public administration or a related field.
-

LICENSE/CERTIFICATE

- Possession of, or ability to obtain, a valid California's driver license.
-

PHYSICAL ACTIVITIES AND REQUIREMENTS

- Ability to work in a standard office environment requiring prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, crouching and stooping in the performance of daily activities.
- Movements frequently and regularly require using the wrists, hands and fingers to operate computers and office equipment.
- Willingness to work variable hours including nights, weekends and/or holidays.
- Ability to hear and convey detailed or important instructions or information verbally and accurately.
- Average visual acuity to prepare and read documents.

- Ability to communicate with both the public and co-workers in a clear and concise manner.
 - Ability to travel to different sites and locations.
 - May be exposed to outdoor conditions.
 - Adapt to standard office sounds generated by office equipment as well as standard noise levels resulting from communication with co-workers and the general public.
-

The City of Stanton is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

RESOLUTION NO. 2021-32**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REGARDING EMPLOYEE BENEFITS AND SALARY RATES FOR ALL CLASSES OF EMPLOYMENT**

WHEREAS, the City Council has historically adopted a resolution establishing the salary and benefits for all classes of employment;

WHEREAS, Resolution No. 2021-24 included the most recent revisions to the salary and benefits for all classes of employment;

WHEREAS, the City Council will review such resolution annually and make amendments as necessary.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, RESOLVES AS FOLLOWS:

Section 1. Superseding City Council Resolution 2021-24 and all prior resolutions, and each of them in their entirety, the following salary ranges are assigned to the listed classes of employment. Annual compensation is equal to 26 bi-weekly pay periods. Six months of City service are required to advance to the next pay step in the salary range for full-time and part-time classes of employment. Salary Ranges are included as Exhibit A. The monthly salary schedule is included as Exhibit B.

RANGE	POSITION TITLE	Annual Minimum	Annual Maximum
1	Administrative Clerk	\$37,500	\$47,856
1	Facilities Maintenance Worker I	\$37,500	\$47,856
5	Senior Administrative Clerk	\$41,388	\$52,824
8	Facilities Maintenance Worker II	\$44,568	\$56,880
10	Departmental Assistant	\$46,824	\$59,760
10	Parking Control/Code Enforcement Specialist	\$46,824	\$59,760
10	Permit Technician	\$46,824	\$59,760
12	Business License Specialist	\$49,200	\$62,796
12	Planning Technician	\$49,200	\$62,796
13	Senior Facilities Maintenance Worker	\$50,424	\$64,356
16	Administrative Services Coordinator	\$54,300	\$69,312
16	Community Services Coordinator	\$54,300	\$69,312
16	Outreach Coordinator	\$54,300	\$69,312
18	Building Inspector	\$57,060	\$72,816
18	Engineering Assistant	\$57,060	\$72,816
19	Administrative Services Supervisor	\$58,476	\$74,640
19	Code Enforcement Officer	\$58,476	\$74,640

19	Senior Accounting Technician	\$58,476	\$74,640
20	Management Analyst	\$59,940	\$76,500
21	Assistant Planner	\$61,440	\$78,420
21	Economic Development Specialist	\$61,440	\$78,420
21	Housing Specialist	\$61,440	\$78,420
21	Information Technology Specialist	\$61,440	\$78,420
22	Accountant	\$62,976	\$80,376
22	Public Works Inspector	\$62,976	\$80,376
26	Associate Engineer	\$69,516	\$88,716
26	Associate Planner	\$69,516	\$88,716
26	Code Enforcement/Parking Control Supervisor	\$69,516	\$88,716
26	Community Services Supervisor	\$69,516	\$88,716
26	Facilities Maintenance Supervisor	\$69,516	\$88,716
26	Housing Associate	\$69,516	\$88,716
26	Human Resources/Risk Management Analyst	\$69,516	\$88,716
33	Civil Engineer	\$82,632	\$105,456
33	Senior Planner	\$82,632	\$105,456
35	Accounting Manager	\$86,820	\$110,796
35	Administrative Services Manager	\$86,820	\$110,796
35	Assistant to the City Manager	\$86,820	\$110,796
35	Building Official	\$86,820	\$110,796
35	City Clerk	\$86,820	\$110,796
35	Community Services Manager	\$86,820	\$110,796
35	Planning Manager	\$86,820	\$110,796
35	Public Works Manager	\$86,820	\$110,796
43	Assistant City Engineer	\$105,780	\$135,000
43	Assistant Community and Economic Development Director	\$105,780	\$135,000
50	Administrative Services Director	\$125,736	\$160,476
50	Community/Economic Development Director	\$125,736	\$160,476
50	Community Services Director	\$125,736	\$160,476
50	Finance Director	\$125,736	\$160,476
50	Public Works Director/City Engineer	\$125,736	\$160,476
50	Public Safety Services Director	\$125,736	\$160,476
53	Assistant City Manager	\$135,396	\$172,812
	City Manager		\$185,772
Part Time Positions			
Range	Position Title	Hourly Minimum	Hourly Maximum
1A	Intern	\$14.42	\$18.40
1A	Recreation Leader	\$14.42	\$18.40
1A	Park Ranger	\$14.42	\$18.40
1	Administrative Clerk Hourly	\$18.03	\$23.01

1	Senior Recreation Leader	\$18.03	\$23.01
2	Code Enforcement Technician	\$18.48	\$23.58
10	Parking Control/Code Enforcement Specialist Hourly	\$22.51	\$28.73
16	Community Services Coordinator Hourly	\$26.11	\$33.32

Section 2. The following table designates the full-time position titles as non-exempt or exempt under the Fair Labor Standards Act (“FLSA”). All hourly part-time positions listed in Section 1 of this resolution are designated as non-exempt. Position titles designated as non-exempt are compensated overtime or compensatory time for hours worked in excess of forty (40) hours per workweek. Position titles designated as exempt are not eligible for overtime compensation under the FLSA, and will not receive overtime compensation for hours worked in excess of forty (40) hours per workweek.

FLSA DESIGNATION		
POSITION TITLE	EXEMPT/NON-EXEMPT STATUS	POSITION CATEGORY
City Manager	Exempt	Executive
Assistant City Manager	Exempt	Executive
Public Safety Services Director	Exempt	Executive
Public Works Director/City Engineer	Exempt	Executive
Finance Director	Exempt	Executive
Community Services Director	Exempt	Executive
Community and Economic Development Director	Exempt	Executive
Administrative Services Director	Exempt	Executive
Assistant Community and Economic Development Director	Exempt	Management
Assistant City Engineer	Exempt	Management
Public Works Manager	Exempt	Management
Planning Manager	Exempt	Management
Community Services Manager	Exempt	Management
City Clerk	Exempt	Management
Building Official	Exempt	Management
Assistant to the City Manager	Exempt	Management
Administrative Services Manager	Exempt	Management
Accounting Manager	Exempt	Management
Facilities Maintenance Supervisor	Exempt	Supervisory
Community Services Supervisor	Exempt	Supervisory
Code Enforcement/Parking Control Supervisor	Exempt	Supervisory
Administrative Services Supervisor	Exempt	Supervisory
Civil Engineer	Non-Exempt	General
Senior Planner	Non-Exempt	General
Human Resources/Risk Management Analyst	Non-Exempt	General

Housing Associate	Non-Exempt	General
Associate Planner	Non-Exempt	General
Associate Engineer	Non-Exempt	General
Public Works Inspector	Non-Exempt	General
Accountant	Non-Exempt	General
Assistant Planner	Non-Exempt	General
Housing Specialist	Non-Exempt	General
Information Technology Specialist	Non-Exempt	General
Economic Development Specialist	Non-Exempt	General
Management Analyst	Non-Exempt	General
Code Enforcement Officer	Non-Exempt	General
Senior Accounting Technician	Non-Exempt	General
Engineering Assistant	Non-Exempt	General
Building Inspector	Non-Exempt	General
Outreach Coordinator	Non-Exempt	General
Community Services Coordinator	Non-Exempt	General
Administrative Services Coordinator	Non-Exempt	General
Senior Facilities Maintenance Worker	Non-Exempt	General
Business License Specialist	Non-Exempt	General
Planning Technician	Non-Exempt	General
Permit Technician	Non-Exempt	General
Parking Control/Code Enforcement Specialist	Non-Exempt	General
Departmental Assistant	Non-Exempt	General
Facilities Maintenance Worker II	Non-Exempt	General
Senior Administrative Clerk	Non-Exempt	General
Facilities Maintenance Worker I	Non-Exempt	General
Administrative Clerk	Non-Exempt	General

Section 3. The City of Stanton will provide the following benefits:

I. RETIREMENT:

1. The City is a member of the California Public Employees Retirement System (CalPERS), pursuant to the California Public Employees Retirement Law (Cal. Gov. Code § 30000 et seq.) (PERL), as amended by the Public Employees' Pension Reform Act of 2013 (PEPRA) (Assembly Bill (AB) 340, Chapter 296, Statutes of 2012, and AB 197, Chapter 297, Statutes of 2012). The City shall provide a tax-qualified governmental defined benefit plan for all full-time miscellaneous class of employees through CalPERS, in accordance with the following provisions:
 - a. Employees who are CalPERS members are subject to provisions of PERL, as amended by PEPRA. PEPRA imposes requirements and limitations on public employment retirement benefits for public employees, including

establishment of a category of employees defined in PEPRA as “new members”. Employees who were hired prior to January 1, 2013, or who otherwise do not fall within the definition of a “new member” under PEPRA, are referred to in this Resolution as a “classic member” under PEPRA.

- b. Employees hired on or before August 27, 2011, are described as “classic members” (Tier 1). Classic members’ (Tier 1) retirement benefits are based on the two percent at fifty-five (2% at 55) formula. The City shall pay the seven percent (7%) member contribution of their pensionable income to CalPERS as part of the required member retirement contribution.
 - c. Employees hired on or after August 28, 2011, are also described as “classic members” (2nd Tier). Classic members’ (2nd Tier) retirement benefits are based on the two percent at sixty (2% at 60) formula. Tier 2 employees shall pay seven percent (7%) of their pensionable income to CalPERS as part of the required member retirement contribution.
 - d. Employees hired after January 1, 2013, and who are new to CalPERS, or have had more than a six (6) month break in CalPERS service, are subject to all laws, statutes, rules and regulations of the Public Employees’ Pension Reform Act of 2013 (PEPRA or 3rd Tier). The new member retirement benefit formula is two percent at sixty-two (2% at 62). All new members shall pay at least fifty percent (50%) of the normal cost of the retirement contribution rate, or the current contribution rate of similarly situated employees, whichever is higher, to CalPERS as part of the required member retirement contribution.
 - e. All full-time employees will be covered by the 1959 Survivor Benefit. A \$.93 bi-weekly deduction is required. This benefit consists of a monthly allowance, which may be paid to the employee’s surviving spouse and children and is paid along with other death benefits and is payable whether or not the employee was eligible to retire at the time of death.
2. The City shall provide a retirement plan for all hourly part-time employees. Part-time employees are covered by the Public Agency Retirement Services Alternate Retirement System (PARS ARS). Employees contribute 7.5% salary contribution towards this program on a pre-tax basis. Upon separation from the City, hourly employees will receive one hundred percent (100%) of their contributions, plus any accrued interest.

II. INSURANCES:

1. The City shall pay the minimum required monthly contribution for medical insurance for active employees as required by the Public Employees’ Medical and Hospital Care Act (PEMHCA). To the extent required by the law, the City shall also contribute this amount for retirees.
2. The City shall pay the current Kaiser (OC) medical insurance premium for all eligible employees and two-thirds (2/3) of the additional Kaiser (OC) premium for

eligible dependents. The individual employee shall pay the difference in the premium of the plan they choose, to be deducted from their salary. If a less expensive plan is selected by the employee, the employee shall receive the unused portion of the City's contribution as a cash payment not to exceed one hundred dollars (\$100.00) per month.

3. The City shall provide a medical insurance rebate program for full-time employees who are eligible for the City medical insurance program pursuant to Section II.2 above, and who are currently enrolled under a medical insurance program through a spouse or other source. Any employee for whom the City has approved waiver, the City shall compensate the employee in the amount of three hundred and fifty dollars (\$350.00) per month with the exception of Department Heads. The City shall compensate the employees occupying these positions as follows:

Position	Amount
Administrative Services Director	\$500
Assistant City Manager	\$500
City Manager	\$500
Community & Economic Development Director	\$500
Community Services Director	\$500
Finance Director	\$500
Public Works Director/City Engineer	\$500
Public Safety Services Director	\$500

4. The City shall contribute up to a maximum of twenty-three dollars and eight cents (\$23.08) per pay period for each part-time employee, who has been employed by the City for at least one year, to be used at the employee's discretion for designated dental and/or vision benefits. Such City contributions shall only be used for designated dental and/or vision benefits as determined by the City or a cash payment.
5. The City shall provide dental insurance for all eligible employees and their eligible dependents. This is provided by a carrier of the City's choosing. The City shall pay the current Delta Dental (PPO) premium amount for eligible employees and two-thirds (2/3) of the additional Delta Dental (PPO) premium for eligible dependents.
6. The City shall provide vision insurance for all eligible employees and their eligible dependents. This is provided by a carrier of the City's choosing. The City shall pay the current vision insurance premium for eligible employees and two-thirds (2/3) of the premium for eligible dependents.
7. The City shall provide term life insurance to full-time employees as follows:

- a. The City will provide full-time employees with life insurance equal to a maximum of fifty thousand dollars (\$50,000) per employee.
 - b. The City will provide the City Manager with life insurance equal to a maximum of one hundred and fifty thousand dollars (\$150,000).
8. The City shall provide short-term disability insurance for regular full-time employees up to sixty-seven percent (67%) of the employee's weekly pre-disability earnings. However, the benefit shall not be more than two thousand dollars (\$2,000.00) per week. Payment for any accident or sickness eligible under the short-term disability policy shall commence on the thirty-first (31st) day after the accident occurs or sickness commences, and shall continue for no more than sixty (60) days.
 9. The City shall provide long-term disability insurance for regular full-time employees up to sixty percent (60%) of the employee's monthly pre-disability earnings. However, the benefit shall not be more than five thousand dollars (\$5,000) per month. If a disability qualifies under the long-term disability policy, benefits shall commence ninety (90) days after the accident occurs or sickness commences. An employee may not receive short-term disability insurance benefits and long-term disability insurance benefits at the same time.
 10. In accordance with the California Labor Code, the City pays the rates for unemployment insurance for City employees as determined by the Employment Development Department.
 11. Under the Workers' Compensation Insurance Law of California, any employee injured on the job in the course of employment is entitled to disability compensation and medical care.

III. VACATION:

1. Employees occupying full-time positions shall accrue vacation according to the following schedule:

Months of Service	Monthly Accrual	Annual Accrual
1-60	8	96
61-120	12	144
121+	16	192

2. Employees occupying part-time positions, who have completed one year of employment with the City, shall accrue vacation time expressed in working hours in accordance with the following:

Years of Service	Monthly Accrual	Annual Accrual
------------------	-----------------	----------------

13-60	4	48
61-120	6	72
121+	8	96

3. Department Heads and the City Manager are not eligible to accrue vacation.
4. Vacation will be credited bi-weekly on a prorated basis proportionate to a full working month. Upon separation from the City, employees shall be compensated at their then rate of pay for their accrued vacation to a maximum of 360 hours. The maximum number of vacation hours an employee can accrue at any time is 360 hours. An employee who has reached 360 accrued vacation hours will stop accruing hours and will resume accruing vacation hours only when the number of accrued vacation hours falls below 300 hours. Probationary employees shall begin accrual of vacation leave effective on their first day of employment. New employees shall not be eligible to take vacation leave until completion of six (6) months of continuous service. Probationary employees may request exceptions to this policy, which may or may not be granted by the City Manager, in his/her discretion. Upon termination or resignation, the accrual of vacation for full-time employees will be pro-rated based on the number of hours worked during the final pay period. Upon termination or resignation, the accrual of vacation for eligible part-time employees will be pro-rated based on the number of weeks employed during the pay period.

IV. HOLIDAYS:

1. Full-time employees shall receive ten (10) hours of holiday pay for each holiday. Part-time employees, who have completed one year of employment with the City, shall receive five (5) hours of holiday pay for each holiday. Holiday pay shall be computed at the employee's basic hourly rate.
2. For pay purposes, the following holidays are recognized as municipal holidays for employees. Said employees shall receive these holidays off with pay:

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday in January)
President's Day (3 rd Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (1 st Monday in September)
Veteran's Day (November 11)
Thanksgiving Day (every 4 th Thursday of November)

Christmas Eve (December 24)
Christmas Day (December 25)
New Year's Eve Day (December 31)

3. If any holiday falls on a Sunday and it is the employee's regularly scheduled day off, the following Monday shall be treated as the holiday.
4. If such holiday falls on a Friday or Saturday, employees will receive floating holiday hours for those holidays. Employees will be credited at the beginning of each fiscal year for the determined amount of hours for those holidays falling on scheduled days off. Employees must use these accrued holiday hours by June 30th of each fiscal year.
5. In addition to the above holidays, each regular full-time and part-time employee shall be eligible for one (1) floating holiday of his or her choice to be scheduled with the approval of his her Department Head. Floating holidays not used will be forfeited.
6. City services will be closed each year from December 26 through December 30 for Winter Holiday Closure. The City will provide full-time employees and eligible part-time employees additional floating holiday pay for two (2) days between December 26 and December 30 that are the employee's normal working days per Resolution No. 2014-41. Some City facilities, programs, and services may be required to remain open during this period as deemed necessary by the Department Head or City Manager.

V. LEAVES OF ABSENCE

1. Full-time employee sick leave with pay shall accrue at the rate of eight (8) hours for each calendar month for a total of 96 hours per fiscal year. Part-time employees shall accrue four (4) hours for each calendar month for a total of 48 hours per fiscal year. No employee may accumulate more than two hundred fifty (250) hours of sick leave. Upon separation, termination or retirement, there is no payout of unused sick leave for both full-time and part-time employees.
2. An employee shall be eligible for bereavement leave to receive necessary time off, not to exceed one (1) day in any one (1) instance, to arrange for or attend a funeral of a member of his/her immediate family. Immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, brother-in-law, sister, sister-in-law, spouse, domestic partner, child, grandparent, grandchild, legal guardian or legal ward. The first day of bereavement leave, in any one instance, shall be with pay and shall not be chargeable to any other leave balance. Upon request to and written approval by the City Manager, an employee may in certain

circumstances be eligible to receive additional necessary time off, not to exceed two (2) days in any one (1) instance. These two (2) additional days of bereavement leave, if approved, shall be with pay and chargeable to the employee's sick leave balance.

3. Voting Leave shall be provided in accordance with the California election Code, Sections 14000 and 14001, if a registered voter employee does not have sufficient time outside regular working hours within which to vote at statewide elections, he/she may take off such working time as will enable him/her to vote. A maximum of two (2) hours may be taken with pay.
4. Employees called to serve jury duty will be granted a leave of absence for a total of up to eight (8) days in any one calendar year provided any and all consideration, except travel reimbursement, received for such services is relinquished to the City. Fees for Jury duty performed during hours other than regularly scheduled working hours may be retained by the employee. Under special circumstances the City Manager, or designated representative(s), may authorize additional time if said time will not interfere or become a burden to City activities.
5. An employee who is called to answer a subpoena as a witness in any matter relating to City business during the employee's work hours shall be compensated at his/her regular rate of pay for all hours of absence from work due to answering the subpoena, provided the employee shows proof of such subpoena and deposits witness fees received for such hours, exclusive of mileage, with the City. Fees for answering a subpoena as a witness during hours other than regularly scheduled working hours may be retained by the employee.
6. Military leave shall be provided as set forth in the applicable California and federal law. An employee entitled to military leave shall give his/her Department Head an opportunity within the limits of military regulations to determine when such leave shall be taken. Prior to taking military leave, an employee, when possible, shall present a copy of his/her military orders to his/her Department Head. The Department Head shall advise the Personnel Officer of such military orders immediately.
7. A regular, part-time, or probationary employee shall be entitled to necessary time off with pay to participate in fitness tests, examinations and interviews required by the Personnel Officer during working hours for the purpose of determining eligibility for movement to another class or transfer from one position to another.
8. The Administrative Service Leave Program is designed for employees whose positions are characterized by: (1) a work time requirement which exceeds a normal workweek (2) mental application to work related matters during off duty hours (3) a continuing on-call status to address critical problems or issues (4) the

inability of the incumbent to delegate all his/her work during vacations or other time off.

- a. Administrative leave shall be provided on an annual basis to the following staff occupying these positions:

Position	Hours
City Clerk	64
Code Enforcement/Parking Control Supervisor	40
Planning Manager	40
Community Services Manager	40
Administrative Services Manager	40
Accounting Manager	40
Public Works Manager	40
Building Official	40
Community Services Supervisor	40
Facilities Maintenance Supervisor	40
Assistant City Engineer	40
Assistant to the City Manager	40
Administrative Services Supervisor	40
Assistant Community and Economic Development Director	40

- b. Administrative leave shall be credited at the beginning of the fiscal year. The City Manager shall have the discretion to increase the maximum amount of Administrative Service Leave, up to a maximum amount of sixty-four (64) hours to the employees listed above. All Administrative Service Leave should be used within the fiscal year in which it is granted. Any Administrative Service Leave remaining at the end of the fiscal year will carry over to the following year, but will decrease the amount of Administrative Service Leave that is credited for the following fiscal year.
- c. Employees eligible for overtime pay may not participate in the Administrative Service Leave program.

- 9. Comprehensive Leave, in lieu of sick, vacation, administrative, or other paid leave, shall be provided on an annual basis to the following staff occupying these positions:

Position	Hours
Administrative Services Director	300
Assistant City Manager	300
City Manager	375
Community & Economic Development Director	300
Community Services Director	300

Finance Director	300
Public Works Director/City Engineer	300
Public Safety Services Director	300

- a. Every June 30th during the term of the employment agreement, Employee shall be paid at his/her then current rate of pay for all accumulated leave up to the maximum per his/her employment agreement. On July 1st of each year during the term of the employment agreement, the total amount of comprehensive leave available to the employee shall be replenished to reach the maximum comprehensive leave accumulation limit provided above.

10. In compliance with the California Moore-Roberti Family Rights Act of 1991 (CFRA) and the Federal Family and Medical Leave Act of 1993 (FMLA), the City will provide up to 12 weeks in any 12 month period, unpaid, job-protected leave to eligible employees for certain family and medical reasons, in accordance with the City’s Personnel Rules Handbook.

11. A female employee disabled by pregnancy, childbirth or related medical conditions may take up to four (4) months of unpaid pregnancy disability leave per pregnancy, in addition to any family care or medical leave to which the employee may be entitled, in accordance with the City’s Personnel Rules Handbook.

12. The City may, at the discretion of the City Manager, grant an employee a leave of absence without pay for a period not to exceed six (6) months when an employee has exhausted all of his/her paid leaves. After the initial six (6) months, the Personnel Officer, in his/her discretion, may extend the leave for up to an additional three (3) months. However, unless otherwise required by law, in no circumstances shall the unpaid leave last longer than one (1) year. Leave without pay and without benefits is intended for unusual circumstances and approval will be evaluated based on the impact to departmental functions and work force levels.

VI. OVERTIME:

- 1. Employees designated as exempt are exempt from receiving overtime compensation.
- 2. Employees classified as non-exempt shall be paid at the rate of one and on-half (1½) times their times their hourly rate for all hours actually worked in excess of ten (10) hours in a workday or forty (40) hours during the normal workweek. Overtime is paid in increments of 30 minutes. Time worked shall be rounded off as one (1) hour for 45 minutes and one-half (1/2) hour for 15 minutes. Overtime shall not accrue until the affected employee has worked at least ten (10) hours in a workday or forty (40) hours during a workweek. No overtime will accrue during any scheduled closure of City Hall if the affected employee is scheduled to work

during such period except where the employee works more than ten (10) hours in a workday or more than forty (40) hours during a workweek.

VII. MISCELLANEOUS BENEFITS:

1. Automobile allowance shall be provided on a monthly basis to the following staff occupying these positions:

Position	Amount
Administrative Services Director	\$300
Assistant City Manager	\$300
City Manager	\$400
Community and Economic Development Director	\$400
Community Services Director	\$300
Finance Director	\$300
Public Works Director/City Engineer	\$300
Public Safety Services Director	\$300

2. All regular and probationary full-time and part-time employees, who use one (1) or more alternative transportation methods (including carpool, vanpool, public transportation, bicycle or walking) to get to and from work at least four (4) days for a calendar month, are eligible to receive an incentive of five dollars (\$5.00) per day. Department Heads, elected and appointed officials, temporary and contractual employees, volunteers and any person who receives an automobile or transportation stipend from the City are excluded from participation in this program.
3. Cell phone allowance shall be provided on a monthly basis to the following staff occupying these positions:

Position	Amount
Administrative Services Director	\$100
Assistant City Manager	\$100
City Manager	\$100
Community & Economic Development Director	\$100
Community Services Director	\$100
Finance Director	\$100
Public Works Director/City Engineer	\$100
Public Safety Services Director	\$100

4. The City shall provide employees who are required to utilize a cellular phone for business related purposes and do not receive a cell phone allowance with a City paid cellular telephone as deemed appropriate by the City Manager. The policy is to use this City issued phone for City business only.

5. Employees who have reached three hundred fifty (350) hours of vacation accumulation may sell back vacation time to the City on the basis of two vacation hours for each vacation hour taken off by the employee during that fiscal year (July 1st through June 30th), up to a sell-back limit of eighty (80) hours. The sell back of vacation time shall be limited to one time during the fiscal year.
6. The City shall provide full-time employees a flexible spending account program for eligible health care and dependent care expenses.
7. The City shall offer employees additional voluntary health, dental and life insurance coverage plan options through AFLAC.
8. The City shall offer employees a Deferred Compensation Program. Participation is voluntary and the City does not match or contribute to employees' plan.
9. The City shall provide an Employee Assistance Program available to employees and their dependent family members.
10. The City shall provide a Sick Leave Incentive for the Prudent Use of Sick Leave.
 - a. Regular full-time Regular full-time employees, who have used thirty (30) hours or less of sick leave during the prior fiscal year, shall be credited with twenty (20) vacation hours at the start of the new fiscal year.
 - b. Regular full-time employees, who have used more than thirty (30) hours but not more than sixty (60) hours of sick leave during the prior fiscal year, shall be credited with ten (10) vacation hours at the start of the new fiscal year.
 - c. Part-time employees, who have completed one year of employment with the City, and who have used fifteen (15) hours or less of sick leave during the prior fiscal year, shall be credited with ten (10) vacation hours at the start of the new fiscal year.
 - d. Part-time employees, who have completed one year of employment with the City, and who have used more than fifteen (15) hours but not more than thirty (30) hours of sick leave during the prior fiscal year, shall be credited with five (5) vacation hours at the start of the new fiscal year.
11. Regular employees and part-time employees who have been employed for one (1) year are eligible for educational expense reimbursement. Education reimbursement shall be limited to one thousand two hundred and fifty dollars (\$1,250.00) per fiscal year per regular employee. Part-time employees are entitled to up to six hundred and twenty-five dollars (\$625.00) per fiscal year per employee. Education reimbursement may include books and tuition and shall not be made until such time as proper documentation is received by the Personnel Officer. Reimbursement shall not be made is proper documentation is not submitted within sixty (60) days of completion of the course. Employees who terminate their employment prior to the completion of the authorized course work or prior to the

receipt of a payment under this program will not be eligible for any reimbursement for such course work under this program. Employees who terminate employment within one year of the completion of the course will reimburse the City the funds used upon separation.

12. The City shall provide bilingual pay to employees assigned to regularly and frequently speak and/or translate a second language in the amount of forty-six dollars and sixteen cents (\$46.16) for full-time employees and twenty-three dollars and eight cents (\$23.08) for part-time employees, per pay period for each pay period such assignment continues.
13. The City shall provide an employee computer purchase program. Employees can avail of the opportunity to purchase a personal computer with an interest-free two-year loan. Full-time employees, who have completed the one year probationary period or part-time employees who have been employed with the City for over one year, are eligible to participate in this program.
14. The City will provide uniforms (pants and work shirts) for any employee who is required to wear a uniform as a condition of his/her employment.
15. The City shall provide a maximum of two hundred dollars (\$200.00) per year for the reimbursement of safety shoes for any employee who is required to wear safety shoes as a condition of his/her employment.
16. For those not provided with an auto allowance, the City will reimburse an employee the current Internal Revenue Service mileage rate in effect per mile driven for authorized use of an employee's private vehicle on City business. Employees that receive an auto allowance are not eligible for mileage reimbursement and must have a private vehicle available for use on City business.
17. Each employee assigned to on-call duty shall receive two (2) hours pay at thirty-five dollars (\$35.00) per hours for each week such duty is performed. On call duty is defined as that period of time other than regularly scheduled work time during which an employee is subject to call-out to provide services which are the responsibility of the department in which he/she is employed.
18. If an employee, who is not in the Administrative Service, is called back after 10:00 p.m. because of a request made, and the employee has completed his/her normal work shift and left the work station, he/she is entitled to two (2) hours minimum of call-back pay. If an employee is called back between the end of their shift (4:30 p.m. for City Yard and 6:00 p.m. for Civic Center) and 10:00 p.m., the employee will receive one (1) hour minimum of call-back pay. If an employee is called back on his/her normal day off, he/she is entitled to two (2) hours minimum of call back pay. All payments for call-back pay shall be paid at the regular rate of pay unless such additional hours are in excess of forty (40) for the employee's workweek

wherein he/she will receive payment at one and one-half (1½) times the regular rate of pay.

19. The City shall continue to provide vacation in lieu (grandfathered benefit) pay in the amount of \$520 per year to eligible employees as authorized prior to 1989.

Section 4. The City expressly reserves the right, in its sole discretion, at any time and from time to time, but upon a non-discriminatory basis, to amend or rescind any provision of this Resolution or any benefits or salary provisions, or to terminate any benefits or salary provisions. Such changes may apply to current and/or future employees, retirees or their family members. All benefits in this Resolution shall be reviewed annually in their entirety.

Section 5. This Resolution shall become effective immediately upon its passage.

Section 6. The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 14th day of September, 2021.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-32 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on September 14, 2021, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK

EXHIBIT “B”

City of Stanton
 Monthly Salary Schedule
 Effective September 14, 2021

<u>RANGE NO.</u>	STEP	<u>POSITION/MONTHLY SALARY</u>					
		A	B	C	D	E	F
1A		14.42	15.14	15.90	16.69	17.53	18.40
		2499	2624	2756	2893	3038	3190
		<i>Intern Park Ranger Recreation Leader</i>					
1		18.03	18.93	19.87	20.87	21.91	23.01
		3125	3281	3445	3617	3798	3988
		<i>Administrative Clerk Facilities Maintenance Worker I Senior Recreation Leader</i>					
2		18.48	19.40	20.37	21.39	22.46	23.58
		3203	3363	3531	3708	3893	4088
		<i>Code Enforcement Technician</i>					
5		19.90	20.89	21.94	23.03	24.19	25.40
		3449	3621	3803	3993	4192	4402
		<i>Senior Administrative Clerk</i>					
8		21.43	22.50	23.62	24.81	26.05	27.35
		3714	3900	4095	4300	4515	4740
		<i>Facilities Maintenance Worker II</i>					
10		22.51	23.64	24.82	26.06	27.36	28.73
		3902	4097	4302	4517	4743	4980
		<i>Departmental Assistant Parking Control/Code Enforcement Specialist Permit Technician</i>					
12		23.65	24.84	26.08	27.38	28.75	30.19
		4100	4305	4520	4746	4983	5233
		<i>Business License Specialist Planning Technician</i>					
13		24.24	25.46	26.73	28.07	29.47	30.94
		4202	4412	4633	4865	5108	5363
		<i>Senior Facilities Maintenance Worker</i>					

*Monthly Salary are approximate rates based on the hourly conversion.
 Council Approved: September 14, 2021 (Resolution 2021-32)

RANGE NO.

STEP	<u>POSITION/MONTHLY SALARY</u>					
	A	B	C	D	E	F
16	26.11	27.41	28.78	30.22	31.73	33.32
	4525	4752	4989	5239	5501	5776
	<i>Administrative Services Coordinator Community Services Coordinator Outreach Coordinator</i>					
18	27.43	28.80	30.24	31.75	33.34	35.01
	4755	4992	5242	5504	5779	6068
	<i>Building Inspector Engineering Assistant</i>					
19	28.12	29.52	31.00	32.55	34.17	35.88
	4873	5117	5373	5642	5924	6220
	<i>Administrative Services Supervisor Code Enforcement Officer Senior Accounting Technician</i>					
20	28.82	30.26	31.77	33.36	35.03	36.78
	4995	5245	5507	5783	6072	6375
	<i>Management Analyst</i>					
21	29.54	31.02	32.57	34.20	35.90	37.70
	5120	5376	5645	5927	6224	6535
	<i>Assistant Planner Economic Development Specialist Housing Specialist Information Technology Specialist</i>					
22	30.28	31.79	33.38	35.05	36.80	38.64
	5248	5511	5786	6075	6379	6698
	<i>Accountant Public Works Inspector</i>					
26	33.42	35.09	36.85	38.69	40.62	42.65
	5793	6083	6387	6706	7041	7393
	<i>Associate Engineer Associate Planner Code Enforcement/Parking Control Supervisor Community Services Supervisor Facilities Maintenance Supervisor Housing Associate Human Resources/Risk Management Analyst</i>					

*Monthly Salary are approximate rates based on the hourly conversion.
Council Approved: September 14, 2021 (Resolution 2021-32)

<u>RANGE NO.</u>	STEP	<u>POSITION/MONTHLY SALARY</u>					
		A	B	C	D	E	F
33		39.73	41.71	43.80	45.99	48.29	50.70
		6886	7230	7592	7971	8370	8788
		<i>Civil Engineer</i>					
		<i>Senior Planner</i>					
35		41.74	43.82	46.02	48.32	50.73	53.27
		7235	7596	7976	8375	8794	9233
		<i>Accounting Manager</i>					
		<i>Administrative Services Manager</i>					
		<i>Assistant to the City Manager</i>					
		<i>Building Official</i>					
		<i>City Clerk</i>					
		<i>Community Services Manager</i>					
		<i>Planning Manager</i>					
		<i>Public Works Manager</i>					
43		50.85	53.40	56.07	58.87	61.81	64.90
		8815	9255	9718	10204	10714	11250
		<i>Assistant City Engineer</i>					
		<i>Assistant Community & Economic Development Director</i>					
50		60.45	63.47	66.65	69.98	73.48	77.15
		10478	11002	11552	12129	12736	13373
		<i>Administrative Services Director</i>					
		<i>Community & Economic Development Director</i>					
		<i>Community Services Director</i>					
		<i>Finance Director</i>					
		<i>Public Works Director/City Engineer</i>					
		<i>Public Safety Services Director</i>					
53		65.10	68.35	71.77	75.36	79.13	83.08
		11283	11848	12440	13062	13715	14401
		<i>Assistant City Manager</i>					

The annual salary for the City Manager is \$185,772.00 (\$15,481.00/mo.) effective 7/1/2021.
The monthly salary for City Council Members is \$850 effective 3/5/2017.

Revision Effective Dates:	11/28/2012	06/12/2018	01/01/2021
	03/10/2015	09/11/2018	07/01/2021
	05/12/2015	03/18/2019	09/14/2021
	03/05/2017	09/24/2019	
	04/25/2017	11/12/2019	
	06/27/2017	01/01/2020	
	09/12/2017	03/24/2020	
	02/27/2018	06/09/2020	
	04/25/2018	07/14/2020	

*Monthly Salary are approximate rates based on the hourly conversion.
Council Approved: September 14, 2021 (Resolution 2021-32)

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: September 14, 2021

SUBJECT: PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE ON-CALL CIVIL ENGINEERING SERVICES

REPORT IN BRIEF:

In June 2021, City staff released a “Request for Proposals” (RFP) soliciting proposals to provide professional, on-call civil engineering services in accordance with the City’s Purchasing Policy and Procedures. City staff has pre-qualified three firms and recommends entering into on-call services agreements in the amount of \$150,000 with each of the pre-qualified firms. The total cost to the City will be dependent on the civil engineering tasks needed during the life of the agreements.

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 for professional civil engineering services to Onward Engineering, TAIT & Associates, Inc., and Hunsaker & Associates Irvine, Inc. to provide on-call professional civil engineering services for a maximum contract amount of \$150,000 each; and
3. Authorize the City Manager, with the concurrence of the City Attorney, to make minor modifications to the Professional Services Agreement and to bind the City of Stanton in three separate 3-year Agreements, one with each firm, to provide professional civil engineering services on an “on-call” basis.

BACKGROUND:

The activities and operations of City regularly require services that must be performed by a California State licensed Civil Engineer. Obtaining civil engineering services for smaller projects that cannot be done in-house has been cumbersome for the City because proposals must be requested and processed for each civil engineering task. Smaller projects include items such as the installation or replacement of a small storm drain, design of a retaining wall design, or a small sewer pipeline replacement project. Most firms are reluctant to expend the effort to prepare a proposal for a small project, and it is typically difficult to get responses in those cases, particularly in the current construction environment. It is also an extremely slow process to solicit proposals and engage a contract. The “on-call” process will simplify the process and provide substantial benefits to the City. These benefits include lower costs in solicitation of services, faster overall project design, and the ability to spread the overhead costs of an engineering firm over multiple small projects rather than have those overhead costs impact every project.

The recommended action, to secure three pre-qualified firms to provide as-needed civil engineering services, will limit the overhead associated with each individual engineering task. For each task, staff will request a scope and schedule from all three pre-qualified firms and will select the firm with the skill set, availability, and scope best suited to the project. Staff will then negotiate the final fee based upon the agreed scope of work.

On-call civil engineering services requested in the RFP are described below:

1. Perform engineering design for City Capital Improvement Projects, and other City projects. Examples include, but are not limited to:
 - a. Minor grading and drainage for City facilities;
 - b. Short/small sewer line projects of low complexity;
 - c. CIPP project contract documents for straight forward sewer projects;
 - d. Provide engineering drafting services to the City; and
 - e. Street projects (paving, medians, traffic calming, sidewalks, stop signs, etc.)
2. Perform engineering design services, either under the direct supervision of the City Engineer, or independently;
3. Perform computer mapping or modeling as directed by the City;
4. Prepare concept-level project estimates as directed by the City;
5. Perform engineering analysis review as directed by the City;
6. Provide peer-review services; and
7. Provide development and entitlement review services as needed by the City.

ANALYSIS/JUSTIFICATION:

The City issued a Request for Proposals for As-Needed Civil Engineering Services on June 14, 2021. Ten (10) firms responded with a proposal by July 19, 2021. Staff reviewed the proposals and evaluated them based on the executive summary, project description, identification of any prime or subconsultants, project organization and experience, past performance, and the firm's local experience. The staff evaluation found that three firms, Onward Engineering, TAIT & Associates, Inc., and Hunsaker & Associates Irvine, Inc. were the most qualified to perform as-needed civil engineering services for the City.

Once the \$150,000 contract amount is reached, staff would halt work with the consultant. Staff would then either bring an Action Item to the Council for additional funding, along with appropriate justification, or cease working with the consultant altogether. Fee schedules were opened after selection to make sure that the fees were reasonable.

FISCAL IMPACT:

The total cost to the City will be dependent on the civil engineering tasks needed during the life of the agreements. The source of funding will be dependent on the specific task.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a quality infrastructure.

PUBLIC NOTIFICATION:

The RFP was posted on the City website.

Prepared by:

Concur:

/s/ Joe Ames

/s/ Michelle Bannigan

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

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

- 1) On-Call Civil Engineering Request for Proposal (RFP)
- 2) Sample Professional Services Agreement



REQUEST FOR PROPOSAL
FOR
ON-CALL PROFESSIONAL CIVIL ENGINEERING SERVICES
RFP responses to be received until

10:00 A.M., July 19, 2021

In the Office of the Public Works Department

City of Stanton
7800 Katella Avenue,
Stanton, CA 90680-3162

ATTN: Steve Strapac

Approved for Advertising:

A handwritten signature in blue ink, appearing to read "S. Strapac".

Steven E. Strapac, P.E., P.L.S.
Interim City Engineer/DPW

I. INTRODUCTION

The City of Stanton (“City”) is requesting sealed proposals from interested California State licensed Civil Engineering Firms, or California State licensed Civil Engineers (“Consultant”), authorized to produce design drawings for as-needed civil engineering services. The City intends to enter into a contract(s) with one to three Consulting firms, with an anticipated contract amount of \$150,000.00 each per contract. This Request for Proposal (RFP) is issued to invite Consultants to submit proposals for as-needed civil engineering services for the City. Please review the RFP fully, complete all response sections, and submit the proposal in accordance with the Submittal Requirements sections of this RFP.

The City reserves the right to cancel this RFP at any time and for any reason without any liability to any proponent or to waive irregularities at its own discretion. The City reserves the right to accept or reject any or all bids.

II. BACKGROUND

The activities and operations of the City regularly require services that must be performed by California State licensed engineers. Some of these services are relatively small in nature, or require a rapid turnaround, rendering the traditional process of “RFP-Proposal-Award” undesirable.

III. PROJECT SCOPE OF SERVICES

The City is looking for a Consultant that performs high-level professional engineering services, including civil engineering related to a municipal water agency. The ideal Consultant must excel at customer service, and possess a high degree of technical expertise in engineering related to pipeline design, pressure stations, sewer design and other typical design services utilized by a water and sewer agency. It is anticipated that the selected civil engineering firms would have sub-consultants in electrical engineering, mechanical engineering, and surveying. The City will issue Assignment Letters, as required for specific services outlined in the proposed scope of services described below:

1. Perform engineering design for City Capital Improvement Projects, and other City projects. Examples include, but are not limited to:
 - Street Rehabilitation project design
 - Sanitary Sewer rehabilitation and/or installation, generally following recommendations of the City’s Sewer Master Plan and it’s updates.
 - City park design and upgrade
 - Minor grading and drainage for City facilities
 - Preliminary estimates for projects to assist the City in scoping
 - Short/small storm drain projects of low-complexity
 - Peer-reviews of reports and studies submitted to the City by other Engineering firms
 - Provide engineering drafting services (no engineering, no stamping) to the City at a reasonable rate
2. Perform engineering design services, either under the direct supervision of the City Engineer, or independently.
3. Perform computer mapping as directed by the City.
4. Prepare concept-level project estimates as directed by the City.
5. Perform engineering analysis review as directed by the City.
6. All services shall be performed in accordance with current applicable local, State, Federal, and City regulations and ordinances, including, but not limited to, the Subdivision Map Act and the Professional Engineers Act.

IV. MANAGEMENT APPROACH

1. The Consultant shall work as a City consultant, and as such, will be perceived by the public as a City agent; therefore, the Consultant's staff must reflect the professionalism and courtesy of a public employee when dealing with the public.
2. The Consultant shall provide copies of all correspondence records and reports to the Engineering Department.
3. The Consultant shall invoice the Engineering Department for services rendered in a manner consistent with City regulations.
4. The City will collect all fees in connection with the Consultant performing the work set forth in this proposal and under no condition will such fees be collected by the Consultant.
5. Consistent with the authority contained in the law, the Consultant shall have the decision authority consistent with and necessary for the timely and proper enforcement of the laws and ordinances assigned to the Consultant for enforcement, and such decisions shall be consistent with the wording of the regulations.
6. The Consultant shall provide its own office space and clerical support at its sole cost and expense. Specific accommodations to the Consultant by the City may be permitted on a case-by-case basis, if such accommodations are of no cost to the City.

V. PROPOSAL REQUIREMENTS

The proposal shall not exceed 15 pages excluding resumes, dividers, front and back covers. Responses to this RFP shall be in the following order and shall include:

1. Executive Summary (2 pages maximum)

Summarize the contents of your firm's proposal in a clear and concise cover letter. The letter must be signed by an individual authorized to bind the Consultant to all terms, conditions, and commitments made in the proposal. Provide a table of contents that clearly defines sections and includes page numbering.

2. Project Description (3 pages maximum)

- i. Explain the objective of the project and how you propose to accomplish the recognized goals.
- ii. Provide a detailed description of the Scope of Services contained in this document, including timelines and deliverables.
- iii. Include a statement on what makes your firm uniquely qualified.

3. Identification of Prime/Sub-Consultants (2 pages maximum)

- i. Legal name and address of the company.
- ii. Legal form of company (partnership, corporation).
- iii. If company is wholly owned subsidiary of a "parent company," identify the "parent company."
- iv. Name, title, telephone number and email address of the individual authorized to represent the Consultant on all matters relating to this RFP.
- v. Organization size, location of the offices, years in business, organization chart.
- vi. Number of staff and the discipline/job title of each.
- vii. Information of any associations, which the Consultant and its staff are members.

Identification of Sub Consultants

It is anticipated that civil engineering firms would have electrical, mechanical and survey firms as subconsultants.

- viii. Legal name and address of the company.
- ix. Name, title, address and telephone number of prime contact
- x. Number of staff and the discipline/job title of each.

4. Project Organization and Experience (4 pages maximum, not including resumes)

- i. Describe proposed project organization, including identification and responsibilities of key personnel, including sub-consultants. Include only one-page resumes.
- ii. Describe the qualifications of staff proposed for the assignment, their position in the firm, and types and amount of experience.
- iii. Describe project management and overall supervision approach to the work effort, locations where work will be done, responsibilities for coordination with the City, lines of communication necessary to maintain on schedule.
- iv. Describe the Firm's capacity to perform the work within the time limitations.

5. Experience and Past Performance (4 pages maximum)

- i. Include a summary of the past experience on similar projects. Include the following information:
 - 1. Owner, contact name and phone number.
 - 2. Description of services.
- ii. Describe the firm's past experience and performance on similar projects. Emphasis should be placed on California clients and local government clients.

6. Proposed Total Professional Fee and Fee Schedules Submitted Under Separate Sealed Cover

Include a fee proposal, with a statement of cost breakdown associated with the tasks outlined item III. Project Scope of Services, to include hourly billing rates and reimbursable expenses charged for engineering design, computer mapping, estimates, analysis review and sub-consultants .

7. Exceptions to this RFP

The Consultant shall certify that it takes no exceptions to this RFP including, but not limited, to the Professional Services Agreement (Exhibit "A"). The City will require a professional liability insurance verification for coverage of not less than \$1,000,000.00. If the Consultant does take exception(s) to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and explained.

VI. EVALUATION CRITERIA

The City will review proposals and determine those that are responsive. The City will select a Consultant who in its sole judgment, best suits the needs of the City. In accordance with the California "Mini" Brooks Act, price is not a selection criteria, but may be negotiated with the top firm(s). The evaluation criteria and the respective weights that will be given to each criterion are as follows:

- 1. Executive Summary 10%
- 2. Project Understanding..... 25%

- 3. Identification of Consultant 10%
- 4. Project Approach 30%
- 5. Experience..... 25%

VII. SELECTION PROCESS

The City will enter into negotiations with the top ranked firm. At this time, the City contemplates the use of a Time and Material Not to Exceed contract for the services requested. Negotiations will cover: scope of services, contract terms and conditions, office arrangements, attendance requirements and appropriateness of the proposed fee.

After negotiating a proposed agreement that is fair and reasonable the City Manager will present the contract to the City Council for authorization to execute a contract with the most responsive firm.

VIII. SPECIAL CONDITIONS / ATTACHMENTS

An example the City’s Professional Services Agreement contract is provided as Exhibit “A”.

IX. SUBMITTAL REQUIREMENTS

- 1. One (1) executed original marked “ORIGINAL” in red ink and three (3) copies of the Proposal shall be submitted. One single sealed Proposed Fee Estimate marked “FEE ESTIMATE” in red ink shall be submitted separate from the proposal. Emailed proposals will not be accepted. Submit one USB thumb drive with an electronic copy of the proposal in PDF format. The Response Proposal shall be signed by an individual, partner, officer, or officers authorized to execute legal documents on behalf of the Firm.
- 2. The Response Proposal must be received no later than **10:00 a.m.** local time, on or before **July 19, 2021** at the office of:

City of Stanton Engineering
Attn: Steve Strapac

Failure to comply with the requirements of this RFP may result in disqualification. Questions regarding this RFP shall be submitted to Guillermo Perez at gperez@ci.stanton.ca.us OR sstrapac@ci.stanton.ca.us

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
ON-CALL CIVIL ENGINEERING 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 [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.], with its principal place of business at [INSERT ADDRESS] (“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, **on-call civil engineering** consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional **civil engineering** 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 **on-call civil engineering services** 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 civil engineering 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 **July 1, 2021** to **June 30, 2024** unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "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: **[INSERT NAME(S)]**.

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 [INSERT NAME OR TITLE], 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) Contractors Pollution Liability: [Include only if there is a pollution liability exposure.]

Contractors Pollution Liability Insurance covering all of the contractor’s operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

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) 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.

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

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

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

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

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

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

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

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City

except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:
 - (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
 - (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000)** ("Total Compensation") without written approval of City's Public Works Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Joe Ames, Public Works Director

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

3.5.6 Indemnification.

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

expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

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

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

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

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

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

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

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

reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

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

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

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 202_.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

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

1. Perform engineering design for City Capital Improvement Projects, and other City projects.
Examples include, but are not limited to:
 - o Street Rehabilitation project design
 - o Sanitary Sewer rehabilitation and/or installation, generally following recommendations of the City’s Sewer Master Plan and it’s updates.
 - o City park design and upgrade
 - o Minor grading and drainage for City facilities
 - o Preliminary estimates for projects to assist the City in scoping
 - o Short/small storm drain projects of low-complexity
 - o Peer-reviews of reports and studies submitted to the City by other Engineering firms
 - o Provide engineering drafting services (no engineering, no stamping) to the City at a reasonable rate.
2. Perform engineering design services, either under the direct supervision of the City Engineer, or independently.
3. Perform computer mapping as directed by the City.
4. Prepare concept-level project estimates as directed by the City.
5. Perform engineering analysis review as directed by the City.
6. All services shall be performed in accordance with current applicable local, State, Federal, and City regulations and ordinances, including, but not limited to, the Subdivision Map Act and the Professional Engineers Act.

EXHIBIT “B”

SCHEDULE OF SERVICES

[INSERT SCHEDULE OF SERVICES]

EXHIBIT “C”

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

[INSERT THE FOLLOWING PROVISION IF THE AGREEMENT WILL AUTOMATICALLY RENEW: In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit “B” in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).***]

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: September 14, 2021

SUBJECT: PROFESSIONAL SERVICES AGREEMENTS TO PROVIDE ON-CALL LAND SURVEYING SERVICES

REPORT IN BRIEF:

In June 2021, City staff released a “Request for Proposals” (RFP) soliciting proposals to provide professional, on-call land surveying services in accordance with the City’s Purchasing Policy and Procedures. City staff has pre-qualified five firms and recommends entering into on-call services agreements in the amount of \$50,000 with each of the pre-qualified firms. The total cost to the City will be dependent on the land surveying tasks needed during the life of the agreements.

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 for professional land surveying services to KDM Meridian, Hunsaker & Associates Irvine, Inc., GIS Surveyors Inc., Johnson-Frank & Associates, Inc., IMEG Corp to provide on-call professional land surveying services for a maximum contract amount of \$50,000 each; and
3. Authorize the City Manager, with the concurrence of the City Attorney, to make minor modifications to the Professional Services Agreement and to bind the City of Stanton in five separate 3-year Agreements, one with each firm, to provide professional land surveying services on an “on-call” basis.

BACKGROUND:

The activities and operations of the City regularly require services that must be performed by a California State licensed Land Surveyor, or a California State licensed Civil Engineer authorized to practice land surveying. Obtaining surveying services has been cumbersome for the City because proposals must be requested and processed for each

surveying task. Most firms are reluctant to expend the effort to prepare a proposal for a small project, and it has been difficult to get responses. It is also an extremely slow process to solicit proposals and engage a contract. The as-needed process will simplify the process and provide a substantial overall savings to the City.

The recommended action, to secure pre-qualified firms to provide as-needed land surveying services, will limit the overhead associated with each individual surveying task. For each task, staff will request a scope and schedule from at least three pre-qualified firms and will select the firm with the skill set, availability, and scope best suited to the project. Staff will then negotiate the final fee based upon the agreed scope of work.

On-call land surveying services requested in the RFP are described below:

1. Perform necessary construction staking on Capital Improvement Projects.
2. Perform design surveys on some Capital Improvement Projects.
3. Perform topographic surveys as necessary.
4. Perform computer mapping as directed by the City.
5. Prepare plats and legal descriptions and exhibits as directed by the City.
6. Perform research and document review as directed by the City.

ANALYSIS/JUSTIFICATION:

The City issued a Request for Proposals for As-Needed Land Surveying Services on June 14, 2021. Five (5) firms responded with a proposal by July 19, 2021. Staff reviewed the proposals and evaluated them based on the executive summary, project description, identification of any prime or subconsultants, project organization and experience, past performance, and the firm's local experience. The staff evaluation found all five firms, KDM Meridian, Hunsaker & Associates Irvine, Inc., GIS Surveyors Inc., Johnson-Frank & Associates, Inc., IMEG Corp, were qualified to provide as-needed land surveying services for the City as required in the RFP. Consequently, City staff is recommending all have on-call service agreements to provide the City with better flexibility.

Once the \$50,000 contract amount is reached, staff would halt work with the consultant. Staff would then either bring an Action Item to the Council for additional funding, along with appropriate justification, or cease working with the consultant altogether.

Fee schedules were opened after selection to make sure that the fees were reasonable.

FISCAL IMPACT:

The total cost to the City will be dependent on the land surveying tasks needed during the life of the agreements. The source of funding will be dependent on the specific task.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a quality infrastructure.

PUBLIC NOTIFICATION:

The RFP was posted on the City website.

Prepared by:

/s/ Joe Ames

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

Concur:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

Attachments:

- 1) On-Call Land Surveying Request for Proposal (RFP)
- 2) Sample Professional Services Agreement



REQUEST FOR PROPOSAL (RFP)

FOR

ON-CALL PROFESSIONAL LAND SURVEYING SERVICES

Proposals due by:

10:00 A.M., July 19, 2021

City of Stanton

7800 Katella Avenue,
Stanton, CA 90680-3162

Approved for Advertising:

A handwritten signature in blue ink, appearing to be "S. Strapac".

Steven E. Strapac, P.E., P.L.S.
Interim City Engineer/DPW

I. GENERAL DESCRIPTION AND INTRODUCTION

The City of Stanton (“City”) is requesting sealed proposals from interested California State licensed Land Surveyors, or California State licensed Civil Engineers (“Consultant”), authorized to practice land surveying for as-needed surveying services. The City intends to enter into a contract(s) with one, to three firms, with an anticipated contract amount of \$50K. This Request for Proposal (RFP) is issued to invite Consultants to submit proposals for as-needed surveying services for the City. Please review the RFP fully, complete all response sections, and submit the proposal in accordance with the Submittal Requirements sections of this RFP.

The City reserves the right to cancel this RFP at any time and for any reason without any liability to any proponent or to waive irregularities at its own discretion. The City reserves the right to accept or reject any or all bids.

II. PROJECT BACKGROUND

The activities and operations of the City regularly require services that must be performed by a California State licensed Land Surveyor, or a California State licensed Civil Engineer authorized to practice land surveying.

III. SCOPE OF SERVICES

The City is looking for a Consultant that performs high-level professional services. The ideal Consultant must excel at customer service, and possess a high degree of technical expertise in surveying, monument perpetuation, staking, mapping, research, and plat and legal preparation. The City will issue Assignment Letters as-needed for specific services outlined in the proposed scope of services described below:

1. Perform all necessary construction staking on City Capital Improvement Projects.
2. Perform design surveys on City Capital Improvement Projects.
3. Performs various boundary survey services as required
4. Perform topographic surveys as necessary on City Capital Improvement Projects.
5. Perform computer mapping as directed by the City.
6. Monument perpetuation
7. “Record of Surveys” as required
8. Corner records
9. Easement staking
10. Prepare legal descriptions and exhibits as directed by the City.
11. Perform research and document review as directed by the City.
12. All service shall be performed in accordance with current applicable local, State, Federal, and City regulations and ordinances, including, but not limited to, the Subdivision Map Act and the Professional Land Surveyors Act.
13. Must be responsive and proactive in management of client accounts.
14. Furnish all equipment, labor, and materials necessary to provide these services.

IV. MANAGEMENT APPROACH

1. The Consultant shall work as a City consultant, and as such, will be perceived by the public as a

City agent; therefore, the Consultant's staff must reflect the professionalism and courtesy of a public employee when dealing with the public.

2. The Consultant shall provide copies of all correspondence records and reports to the Engineering Department.
3. The Consultant shall invoice the Engineering Department for services rendered in a manner consistent with City regulations.
4. The City will collect all fees in connection with the Consultant performing the work set forth in this proposal and under no condition will such fees be collected by the Consultant.
5. Consistent with the authority contained in the law, the Consultant shall have the decision authority consistent with and necessary for the timely and proper enforcement of the laws and ordinances assigned to the Consultant for enforcement, and such decisions shall be consistent with the wording of the regulations.
6. The Consultant shall provide its own office space and clerical support at its sole cost and expense. Specific accommodations to the Consultant by the City may be permitted on a case-by-case basis, if such accommodations are of no cost to the City.

V. PROPOSAL SUBMISSION REQUIREMENTS

Include the Title of the RFP on the package cover. One (1) executed original marked "ORIGINAL" in red ink and three (2) copies of the Proposal shall be submitted. One single sealed Proposed Fee Estimate marked "FEE ESTIMATE" in red ink shall be submitted separate from the proposal. Emailed proposals will not be accepted. Submit one USB thumb drive with an electronic copy of the proposal in PDF format. The Response Proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Firm. The proposal shall not exceed 20 pages excluding resumes, dividers, front and back covers. Responses to this RFP shall be in the following order and shall include:

1. Executive Summary (2 pages maximum)

Summarize the contents of your firm's proposal in a clear and concise cover letter. The letter must be signed by an individual authorized to bind the Consultant to all terms, conditions, and commitments made in the proposal. Provide a table of contents that clearly defines sections and includes page numbering.

2. Project Description (3 pages maximum)

- i. Explain the objective of the project and how you propose to accomplish the recognized goals.
- ii. Provide a detailed description of the Scope of Services contained in this document, including timelines and deliverables.
- iii. Include a statement on what makes your firm uniquely qualified.

3. Identification of Prime/Sub-Consultants (2 pages maximum)

- i. Legal name and address of the company.
- ii. Legal form of company (partnership, corporation).
- iii. If company is wholly owned subsidiary of a "parent company," identify the "parent company."
- iv. Name, title, telephone number and email address of the individual authorized to represent the Consultant on all matters relating to this RFP.
- v. Organization size, location of the offices, years in business, organization chart.
- vi. Number of staff and the discipline/job title of each.
- vii. Information of any associations, which the Consultant and its staff are members.

Identification of Sub Consultants

- viii. Legal name and address of the company.
- ix. Name, title, address and telephone number of prime contact
- x. Number of staff and the discipline/job title of each.

4. Project Organization and Experience (4 pages maximum, not including resumes)

- i. Describe proposed project organization, including identification and responsibilities of key personnel, including sub-consultants. Include only one-page resumes.
- ii. Describe the qualifications of staff proposed for the assignment, their position in the firm, and types and amount of experience.
- iii. Describe project management and overall supervision approach to the work effort, locations where work will be done, responsibilities for coordination with the City, lines of communication necessary to maintain on schedule.
- iv. Describe the Firm's capacity to perform the work within the time limitations.

5. Experience and Past Performance (4 pages maximum)

- i. Include a summary of the past experience on similar projects. Include the following information:
 - 1. Owner, contact name and phone number.
 - 2. Description of services.
- ii. Describe the firm's past experience and performance on similar projects. Emphasis should be placed on California clients and local government clients.

6. Proposed Total Professional Fee and Fee Schedules Submitted Under Separate Sealed Cover

Include a fee proposal, with a statement of cost breakdown associated with the tasks outlined in the scope of services, to include hourly billing rates and reimbursable expenses charged for staking services, field surveys, computer mapping, exhibit and legal description preparation, research, and document review.

7. Exceptions to this RFP

The City will require a professional liability insurance verification for coverage of not less than \$1,000,000.00. If the Consultant does take exception(s) to any portion of the RFP, the specific portion of the RFP to which exception is taken shall be identified and explained.

Failure to comply with the requirements of this RFP may result in disqualification. Questions regarding this RFP shall be submitted via email to Guillermo Perez gperez@ci.stanton.ca.us OR Steve Strapac sstrapac@ci.stanton.ca.us .

VI. EVALUATION AND SELECTION CRITERIA

The City will review proposals and determine those that are responsive. The City will select a Consultant who in its sole judgment, best suits the needs of the City. In accordance with the California "Mini" Brooks Act, price is not a selection criteria, but may be negotiated with the top firm(s). The evaluation criteria and the respective weights that will be given to each criterion are as follows:

- 1. Executive Summary 10%
- 2. Project Description 25%
- 3. Identification of Consultant 10%

4. Project Organization.....25%
5. Experience and Past Performance.....30%

VII. SELECTION PROCESS

The City will enter into negotiations with the top ranked firm or firms. At this time, the City contemplates the use of a Time and Material Not to Exceed contract for the services requested. Negotiations will cover: scope of services, contract terms and conditions, office arrangements, attendance requirements and appropriateness of the proposed fee.

After negotiating a proposed agreement that is fair and reasonable the City Manager will present the contract to the City Council for authorization to execute a contract with the most responsive firm.

VIII. REQUEST FOR ADDITIONAL INFORMATION

To receive any written responses to Requests for Information, or any addenda issued by the City to be made a part of this Request for Proposal prior to the submittal date please e-mail contact information to: gperez@ci.stanton.ca.us OR sstrapac@ci.stanton.ca.us

IX. TAXES AND LICENSES

All taxes and licenses, including, but not limited to, a Stanton City Business License, required for this work shall be obtained at the sole expense of the consultant.

X. PAYMENT TO CONSULTANT

This work is to be performed for a “Not-to-Exceed Fixed Fee.”

The Consultant shall provide a “Payment Schedule” indicating the fee for individual tasks with a “Not-to-Exceed Fixed Fee” which shall be the sum of all tasks.

Tasks shall include, but not be limited to, all Professional Consultant Services necessary to complete the work covered by this Proposal.

The City will pay the Consultant for work completed as identified in the Payment Schedule.

Progress payments shall be based on tasks performed as identified in the Payment Schedule. Monthly invoices will specifically identify job title, person-hours, and costs incurred by each task.

Sub-categorization of task is permitted to better define the task for payment.

Reimbursement costs such as mileage, printing, telephone, photographs, postage and delivery, are to be included in the “Not-to-Exceed Fixed Fee.”

All tasks including labor and reimbursable costs such as mileage, printing, telephone, photographs, postage, and delivery shall be supporting documentation presented at the time payment is requested.

The City will pay the Consultant for all acceptable services rendered in accordance with the “Agreement for Professional Consultant Services.”

When the Consultant is performing, or is requested to perform, work beyond the scope of service in the "Agreement for Professional Consultant Services," an amendment to the agreement will be executed between the City and Consultant.

Payment will be based on hourly rate for work completed associated with each applicable task as identified in the consultant's proposal.

XI. INSURANCE

A. The Consultant shall provide Errors and Omissions Professional Insurance. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

B. The Consultant shall have Public Liability and Property Damage Insurance in the amounts as follows:

GENERAL LIABILITY		
Bodily Injury	\$1,000,000	per occurrence
Property Damage	\$ 500,000	per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

C. The Consultant shall have Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment in the amount of not less than \$500,000.

D. The selected firm shall furnish the City a certificate evidencing Workmen's Compensation Insurance with limits no less than \$1,000,000 per accident and Comprehensive Professional Liability Insurance or General Liability Insurance with limits no less than \$2,000,000 per occurrence. The City shall be named as the Additional Insured. Certificates of Insurance must be accompanied by the applicable endorsements for the specific insurance policy

E. A Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

"Solely as respect to services done by or on behalf of the named insured for the City of Stanton, it is agreed that the City of Stanton, the Community Redevelopment Agency of the City of Stanton, its officers, employees and agents are included as additional insured under this general liability policy and the coverage(s) provided shall be primary insurance and not contributing with any other insurance available to the City of Stanton, its officers and employees and agents, under any third party liability policy."

F. It is the consultant's responsibility to ensure that all subconsultants comply with the following: Each subconsultant that encroaches within the City's right-of-way and affects (i.e., damages or impacts) City infrastructure must comply with the liability insurance requirements of the City. Examples of such subconsultant work include soil sample borings, utility potholing, etc.

XII. TERMINATION FOR CONVENIENCE OF THE CITY

The City reserves the right to terminate the "Agreement for Professional Consultant Services" for the "convenience of the City" at any time by giving ten (10) days written notice to the Consultant of

such termination and specifying the effective date thereof. All finished or unfinished drawings, maps, documents, field notes and other materials produced and procured by the Consultant under the said aforementioned Agreement is, at the option of the City, City property and shall be delivered to the City by the Consultant within ten (10) working days from the date of such termination. The City will reimburse the Consultant for all acceptable work performed as set forth in the executed Agreement.

XIII. INDEPENDENT CONTRACTOR

The Consultant's relationship to the city in the performance of the Consultant's services for this project is that of an independent Contractor. The personnel performing said Services shall at all times be under the Consultant's exclusive direction and control and shall be employees of the Consultant and not employees of the City. The Consultant shall pay all wages, salaries, and other amounts due his employees in connection with the performance of said work shall be responsible for all employee reports and obligations, including but not necessarily restricted to, social security, income tax withholding, unemployment compensation, and Workers' Compensation.

SECTION XIV. CONTRACT

The Contract includes the Agreement for Professional Consultant Services, Consultant's Proposal, City's Request for Proposal, and Exhibits.

The Political Reform Act and the City's Conflict of Interest Code require that consultants be considered as potential filers of Statements of Economic Interest. Consultants, as defined by Section 18701, may be required to file an Economic Interest Statement (Form 700) within 30 days of signing a Consultant Agreement with the City, on an annual basis thereafter if the contract is still in place, and within 30 days of completion of the contract.

SECTION XV. GENERAL CONDITIONS

Pre-contractual expenses are defined as expenses incurred by the Consultant in: (1) preparing the Proposal; (2) submitting the Proposal to the City; (3) presentation during selection interview; (4) negotiating with the City any matter related to this Proposal; (5) any other expenses incurred by the Consultant prior to an executed Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Consultant.

The Consultant is responsible for notifying Underground Service Alert and providing proper traffic control, at no additional expense to the city.

The City reserves the right to withdraw this RFP at any time without prior notice. Further, the city makes no representations that any Agreement will be awarded to any Consultant responding to this RFP. The City expressly reserve the right to postpone reviewing the Proposal for its own convenience and to reject any and all Proposals responding to this RFP without indicating any reasons for such rejection(s).

The City reserve the right to reject any or all Proposal submitted. Any Contract awarded for these Consultant engagements will be made to the Consultant who, in the opinion of the City, is best qualified.

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
ON-CALL LAND SURVEYING 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 [INSERT NAME OF COMPANY], a [INSERT TYPE OF BUSINESS; CORPORATION; LIMITED LIABILITY COMPANY; ETC.], with its principal place of business at [INSERT ADDRESS] (“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, land surveying consultant services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional land surveying 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 on-call land surveying consultant services 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 land surveying 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 **July 1, 2021** to **June 30, 2024** unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "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: **[INSERT NAME(S)]**.

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 [INSERT NAME OR TITLE], 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) Contractors Pollution Liability: [Include only if there is a pollution liability exposure.]

Contractors Pollution Liability Insurance covering all of the contractor’s operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, defense costs and cleanup costs with minimum limits of \$5 million per loss and \$10 million total all losses. The policy shall contain no endorsements or provisions limiting contractual liability or coverage for cross liability of claims or suits by one insured against another.

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) 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.

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

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

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

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

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

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

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

- (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City

except ten (10) days shall be allowed for non-payment of premium.

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:
 - (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.
 - (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

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

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FIFTY THOUSAND DOLLARS (\$50,000)** ("Total Compensation") without written approval of City's Public Works Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

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

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

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

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant’s principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

Consultant:

[INSERT NAME, ADDRESS & CONTACT PERSON]

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Joe Ames, Public Works Director

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

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

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

3.5.6 Indemnification.

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

expert witness fees and attorneys fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

The obligation to indemnify, as provided herein, shall survive the termination or expiration of this Agreement.

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

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

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

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

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

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

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

reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

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

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

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

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

3.20 Subcontracting.

3.20.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this ____ day of _____, 202_.

CITY OF STANTON

[INSERT NAME OF CONSULTANT]

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

1. PERFORM ALL NECESSARY CONSTRUCTION STAKING ON CITY CAPITAL IMPROVEMENT PROJECTS.
2. PERFORM DESIGN SURVEYS ON CITY CAPITAL IMPROVEMENT PROJECTS.
3. PERFORMS VARIOUS BOUNDARY SURVEY SERVICES AS REQUIRED.
4. PERFORM TOPOGRAPHIC SURVEYS AS NECESSARY ON CITY CAPITAL IMPROVEMENT PROJECTS.
5. PERFORM COMPUTER MAPPING AS DIRECTED BY THE CITY.
6. MONUMENT PERPETUATION
7. "RECORD OF SURVEYS" AS REQUIRED
8. CORNER RECORDS
9. EASEMENT STAKING
10. PREPARE LEGAL DESCRIPTIONS AND EXHIBITS AS DIRECTED BY THE CITY.
11. PERFORM RESEARCH AND DOCUMENT REVIEW AS DIRECTED BY THE CITY.
12. ALL SERVICE SHALL BE PERFORMED IN ACCORDANCE WITH CURRENT APPLICABLE LOCAL, STATE, FEDERAL, AND CITY REGULATIONS AND ORDINANCES, INCLUDING, BUT NOT LIMITED TO, THE SUBDIVISION MAP ACT AND THE PROFESSIONAL LAND SURVEYORS ACT.
13. MUST BE RESPONSIVE AND PROACTIVE IN MANAGEMENT OF CLIENT ACCOUNTS.
14. FURNISH ALL EQUIPMENT, LABOR, AND MATERIALS NECESSARY TO PROVIDE THESE SERVICES.

EXHIBIT “B”

SCHEDULE OF SERVICES

[INSERT SCHEDULE OF SERVICES]

EXHIBIT “C”

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

[INSERT THE FOLLOWING PROVISION IF THE AGREEMENT WILL AUTOMATICALLY RENEW: In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be adjusted each year at the time of renewal described in Exhibit “B” in accordance with the March Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange Counties up to a maximum percentage of five percent (5%).***]

ORDINANCE NO. 1111

AN ORDINANCE OF THE CITY COUNCIL OF STANTON, CALIFORNIA AMENDING VARIOUS PROVISIONS OF THE STANTON MUNICIPAL CODE RELATING TO CAMPING, OVERSIZED VEHICLE PARKING, VACANT AND FORECLOSED PROPERTIES, AND PUBLIC NUDITY AND FINDING THE ORDINANCE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, pursuant to Cal. Const. Art. XI, Sec. 7 and under the City's general police powers, the City of Stanton ("City") is empowered and charged with responsibility for the health, safety, and welfare of its citizens; and

WHEREAS, California Vehicle Code Section 22507 authorizes the City to prohibit or restrict the stopping, parking, or standing of vehicles on certain streets or highways, or portions thereof, during all or certain hours of the day; and

WHEREAS, Vehicle Code Section 22507 also empowers the City to adopt parking permit programs for the benefit of residents with dwellings adjacent to the regulated public streets; and

WHEREAS, consistent with this authority, Chapter 10.08 of the Stanton Municipal Code ("SMC") regulates parking on public streets; and

WHEREAS, from time to time, the City Council amends SMC Chapter 10.08 in response to observations from City staff and feedback from the community; and

WHEREAS, the City has received numerous complaints from members of the public regarding the proliferation of oversized vehicles parked on public streets; and

WHEREAS, oversized vehicle parking raises unique public safety concerns, including the obstruction of access to rights-of-way, reduced site distance, and reduced visibility at intersections; and

WHEREAS, oversized vehicles are typically heavier vehicles or trailers and thus have the potential to cause excessive wear and tear on roadways; and

WHEREAS, due to their large storage capacities, oversized vehicles can be increased targets for criminal activity such as burglaries, vandalism and vehicle thefts; and

WHEREAS, oversized vehicles have been the source of environmental hazards in the City by discharging waste into the street. Such waste includes gas, oil, and human waste. These discharges create unsanitary conditions for members of the public and also result in downstream impacts as such waste flows into the City's storm drains; and

WHEREAS, the discharge of waste has also caused damage to City streets by staining portions thereof; and

WHEREAS, City staff has observed that some oversized vehicles accumulate and discharge trash and debris in and around areas where vehicles are parked. City staff spend hours each week fielding complaints from residents regarding trash and debris from oversized vehicle parking; and

WHEREAS, the accumulation and storage of trash, debris, and other personal items in and around areas where oversized vehicles are parked has caused accessibility hazards by obstructing and/or blocking sidewalks and preventing safe passage thereon; and

WHEREAS, the availability of sufficient parking in the City has been an issue of increasing concern for residents and visitors; and

WHEREAS, in 2019, the City Council adopted Ordinance No. 1084. Among other things, Ordinance No. 1084 established a framework for creating residential parking districts in the City and designating parking therein by permit only; and

WHEREAS, despite the residential parking permit program, the availability of parking in the City remains an issue of City-wide concern; and

WHEREAS, continuous oversized vehicle parking exacerbates the City's parking issues by further reducing the number of available parking spaces on the street. Given their size, oversized vehicles utilize limited space that could accommodate a number of smaller vehicles; and

WHEREAS, parking scarcity negatively impacts the City's residents and visitors by, among other things, making the City a less attractive destination and adding trip time for drivers who are searching for parking; and

WHEREAS, reduced parking opportunities, environmental hazards, increased wear and tear of the City's roadways, higher probability for traffic hazards, and the increased possibility for criminal activity collectively deteriorate the safety, tranquility, aesthetics and other similar values in the City; and

WHEREAS, for these reasons, the City Council desires to amend SMC Chapter 10.08 in order to further regulate the parking of oversized vehicles in the City; and

WHEREAS, subject to limited exceptions, this Ordinance prohibits oversized vehicles from parking on public streets in the City. Oversized vehicles encompassed within this Ordinance include: (1) vehicles that weigh more than 10,000 pounds or exceed 22 feet in length or 7 feet in width and 7 feet in height; and (2) camp trailers, campers, fifth wheel travel trailers, house cars, mobile homes, trailer coaches, and recreational vehicles; and

WHEREAS, various vehicles are exempt from the oversized vehicle parking restrictions, including: (1) vehicles parked in connection with the performance of a service to or on a nearby property; (2) oversized vehicles belonging to a federal, state, or local authority or public utility conducting official business; and (3) vehicles belonging to residents or guests of residents that are parked in accordance with a City-issued parking permit; and

WHEREAS, this Ordinance's parking restrictions reflect the City Council's desire to revise the City's parking regulations in a manner that: (1) is reflective of and consistent with residents' values; (2) further mitigates the aesthetic and public safety concerns associated with the parking of oversized vehicles on public streets; (3) increases the availability of parking for the City's residents and visitors; and, (4) preserves the character of neighborhoods for the benefit of public health, safety, and welfare; and

WHEREAS, this Ordinance also includes an amendments to SMC Chapter 12.36, which regulates camping in the City. Specifically, it removes recreational vehicles from Chapter 12.36's definition for "camp facilities." This amendment will ensure consistency across the SMC with regard to RV parking, which would be regulated by the oversized vehicle parking regulations described above; and

WHEREAS, the City Council declares that vacant buildings and foreclosed properties are a cause and source of blight in both residential and non-residential neighborhoods; and

WHEREAS, buildings that remain vacant and unoccupied for any appreciable period of time become a life-safety hazard, fire hazard, and attract crime, frequently including illegal drug-related activity; and

WHEREAS, vacant buildings, whether or not those buildings are boarded, substandard, structurally deficient, poorly maintained, neglected for a long term, or exhibiting any combination of these negative qualities, contribute to the growth of blight within the City, depress market values of surrounding properties, discourage economic development, retard appreciation of property values thereby reducing tax revenues, necessitate additional governmental services, significantly interfere with the use and enjoyment of neighboring properties, create an unhealthy and unsafe condition affecting the public and constitutes an unreasonable use of property and a public nuisance; and

WHEREAS, this Ordinance amends the SMC by repealing and replacing Article 3 of Chapter 9.16 (Foreclosure Registrations) to: (1) ensure that owners of vacant properties are known to the City and other interested parties and can be reached if necessary; (2) ensure that owners of vacant properties are aware of the obligations of ownership under relevant codes and regulations, and (3) ensure that owners meet minimum standards of maintenance of vacant properties; and

WHEREAS, in addition to the foregoing, this Ordinance also amends SMC Chapter 9.20 (Exposure by Waiters, Waitresses and Entertainers) to add Section 9.20.050 (entitled "Public Nudity") in order to address nudity not covered by State law and ensure public proper handling of instances of improper nudity in the City; and

WHEREAS, on August 10, 2021, the City gave public notice of a City Council public hearing to be held to consider this Ordinance by advertisement in a newspaper of general circulation; and

WHEREAS, August 24, 2021, the City Council held a duly noticed public hearing to consider the staff report, recommendations by staff and the City Attorney, and public testimony regarding this Ordinance; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

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

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

SECTION 2. CEQA. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") because the Ordinance does not qualify as a "project" under CEQA and because the Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment. (State CEQA Guidelines section 15060, subd. (c)(2), (3).) Section 15378 of the State CEQA Guidelines defines a project as the whole of an action, which could potentially result in either a direct physical change, or reasonably foreseeable indirect physical change, in the environment. Here, the Ordinance will not result in any construction or development, and it will not have any other effect that would physically change the environment. The Ordinance therefore does not qualify as a project subject to CEQA.

In the alternative, even if the Ordinance did qualify as a "project" under CEQA, it would be exempt from CEQA under State CEQA Guidelines section 15061(b)(3), which exempts projects from CEQA "[w]here it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Thus, even if the Ordinance could result in some physical change in the environment, the Ordinance is exempt from CEQA because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

SECTION 3. Code Amendment. Article 3 of Chapter 9.16 of the Stanton Municipal is hereby amended in its entirety and restated to read as follows:

"Article 3. Vacant and Foreclosed Property Registration

9.16.200 – Purpose

9.16.210 – Definitions

9.16.220 – Authority to Administer and Enforce Article

9.16.230 – Scope

9.16.240 – Service Requirements

9.16.250 – Registration and Exemption

9.16.260 – Registration Procedure

9.16.270 – Notice

9.16.280 – Maintenance Requirements for Vacant Properties

9.16.290 – Fees

9.16.300 – Enforcement

9.16.200 – Purpose

The purpose of this article is to ensure all vacant and foreclosed properties comply with minimum property maintenance requirements, to encourage proactive and preventive maintenance of properties, to ensure maintenance issues are quickly and efficiently remedied, and to promote the health, safety, and welfare of the people of the City of Stanton.

9.16.210 – Definitions

For the purposes of carrying out the intent of this article, unless the content clearly indicates to the contrary, the following words, phrases, and terms shall have the following meanings:

“Director” means the Director of the Community and Economic Development Department, or his or her designee.

“Owner” means and includes any person having legal title to, or who leases, rents, occupies or has charge, control or possession of, any real property in the City, including all persons shown as owners on the last equalized assessment roll of the County Assessor’s Office. Owners include persons with powers of attorney, executors of estates, trustees, or who are court-appointed administrators, conservators, guardians, receivers, and any beneficiary and trustee who holds a deed of trust on a property in the City.

“Person” means any natural person or legal entity.

“Vacant property” means any unimproved or improved real property in the City of Stanton regardless of how that property is zoned that is (1) unoccupied and unsecured, (2) unoccupied and secured by boarding or other similar means, (3) unoccupied and has multiple code violations, (4) has been unoccupied for more than 30 days, (5) unoccupied and subject to a current notice of default, notice of trustee’s sale, or pending tax assessors lien sale; or (6) unoccupied and conveyed by a foreclosure sale resulting in the acquisition of title by an interested beneficiary of a deed of trust or conveyed via a deed in lieu of foreclosure.

“Unoccupied” means not legally occupied. Factors that may be used, either alone or in combination, to determine whether a property is unoccupied include, but are not limited to: overgrown or dead vegetation; accumulation of newspapers, circulars, flyers, or mail; past due utility notices; disconnected utilities; accumulation of trash, junk, or other debris; the absence of window coverings such

as curtains, blinds, or shutters; the absence of furnishings or personal items consistent with residential or commercial furnishings consistent with the permitted uses within the zone of the real property; statements by neighbors, passersby, delivery agents, government employees that the property is unoccupied.

9.16.220 – Authority to Administer and Enforce Article

The Director is authorized to administer and enforce this article. The Director may adopt supplemental regulations or policies to implement and interpret this article. These regulations or policies must conform with the purpose of this article.

9.16.230 – Scope

A. **Applicability.** The provisions of this article apply to all unimproved and improved real property throughout the City of Stanton where any of the conditions specified in this article are found to exist.

B. **Regulations Cumulative.** The regulations provided by this article are cumulative to each other and to any other regulations under City, State, or federal law.

9.16.240 – Service Requirements

Any notice required to be served on an applicant or registrant under this article must be completed by either personal delivery or first-class mail. Service by mail is deemed complete at the time of deposit in the mail. Any notice issued to a registrant may be sent to the mailing address as listed on the application submitted to the City. Failure of any registrant to receive a properly addressed notice by mail does not invalidate any action, decision, determination, or proceeding under this article.

9.16.250 – Registration and Exemption

A. **Registration Required.** An owner of a vacant property must register their property with the Director within 30 days of the property becoming vacant, in accordance with the requirements of this article. Each beneficiary and trustee, who holds a deed of trust on a property located within the city, shall perform an inspection of the property in question prior to recording a notice of default or similar instrument with the Orange County Recorder's Office. If any property shows evidence of vacancy, it is hereby deemed a vacant property.

B. **Exemptions.** The provisions of this article do not apply to the following vacant properties:

1. **Active Construction.** There is a valid building permit for repair, rehabilitation, or construction of structures on the property and the owner is progressing diligently to complete such repair or rehabilitation within one year of

the issuance of the building permit.

2. **Active Marketing.** The property complies with all codes, is ready for occupancy, and is actively being offered for sale, lease, or rent.

9.16.260 – Registration Procedure

A. **Application Required.** Any person seeking to register a vacant property must submit a complete, written application to the City using a form adopted by the City for that purpose.

B. **Application Contents.** The City will not deem an application complete until all information, documents, and fees required under this article has been provided to the City. At minimum, any applicant requesting registration of a vacant property pursuant to this article must submit the following information and documentation:

1. The name and address of each owner and any property management company responsible for the security, maintenance, and marketing of the property in question.

2. A maintenance plan describing and documenting how the maintenance requirements of this article will be complied with.

3. The methods by which the owner has secured the property against unauthorized entry.

4. A statement regarding any future plans for the property.

5. Proof of fire and liability insurance coverage.

6. Such other information or documentation as the Director may require.

C. **Registration Fee.** Each applicant must pay the nonrefundable registration fee, as established by resolution of the City Council, at the time of registration and annually thereafter.

D. **Annual Registration.** The registration pursuant to this section must be renewed annually. A registration is valid upon issuance and continues in effect for one year from date of issue. It expires automatically one year following the date of its issuance, unless suspended, revoked, or renewed in accordance with this article.

E. **Notice City of Changes to Registration.** Any person, partnership, association, corporation, fiduciary, or other legal entity that has registered a property under this article must notify the Director in writing of any change of information contained in the registration within 10 days of the change.

9.16.270 – Notice

Whenever the Director has cause to believe, based upon an inspection, complaint, or report from another agency, that a property is vacant and it has not been registered as required by this article, then the Director may serve the owner of record as shown on the Assessor's Records with a written notice requiring the owner to register the property with the Department as vacant and pay the registration fee within the period of time specified in the notice, which may be no greater than 30 days.

9.16.280 – Maintenance Requirements for Vacant Properties

A. **Maintenance Required.** Each vacant property must be maintained in compliance with the following maintenance and security requirements. The Director may modify or waive these requirements in writing, in his or her discretion, in the case of a property that has been damaged by fire, a natural disaster, or other calamity, or that is partially vacant.

B. **Exterior Maintenance.** The owner must actively maintain and monitor the exterior of the property grounds so that they remain in continuing compliance with all applicable codes and regulations, and do not contribute to and are not likely to contribute to blight. Active maintenance and monitoring shall include, but not be limited to:

1. Maintenance of landscaping and plant materials in good condition.
2. Regular removal of all exterior trash, debris, and graffiti.
3. Maintenance of the exterior of any building in a good condition that is structurally safe and preserves the physical integrity of the structure, including but not limited to paint and finishes, foundation, roof, chimneys, flues, gutters, downspouts, scuppers, flashing, skylights, windows, exterior stairs and decks.
4. Prevention of criminal activity on the premises and trespass by unauthorized persons.
5. Turning off all utilities that are not necessary for the upkeep and maintenance of any building.
6. Any swimming pool, spa, or pond must be emptied and kept dry.

C. **Interior Maintenance.** The owner must preserve the interior of any vacant building from damage by the elements or plumbing leaks and keep it free from accumulation of garbage and other debris, and from infestation by rodents, insects, or other pests.

D. **Security.** Each vacant property must be secured against unauthorized entry. The methods of security must be approved by the Director, who must take into consideration whether the property has been cited for nuisance

activities or criminal conduct by another department of the City or another government agency.

E. **Insurance.** The owner must maintain fire and liability insurance coverage as determined necessary by the Director. Any insurance policy must require advanced, written notice to the Director in the event of cancellation of insurance or a reduction in coverage.

F. **Sign Posting.** The owner of the vacant property is required to post a sign at the front of the property or building, in a conspicuous location, protected from the weather, if possible, that provides the current name, address, and phone number of the owner of record or property manager. If a notice of default or foreclosure has been recorded for the property, the lender's name, address, and telephone number must also be provided. The sign may be no smaller than 8-1/2 inches by 11 inches.

G. **Additional Requirements for Commercial Buildings.** Any vacant commercial building must be maintained in accordance with the following requirements:

1. Buildings with fire sprinkler systems must be maintained in working order.

2. Buildings with a centralized and registered fire and burglar alarm system must be maintained in working order.

3. Buildings without fire sprinkler systems or fire alarm or burglar alarm systems shall be provided with continuous physical monitoring by means of an onsite patrol. "Continuous physical monitoring" shall mean the use of a licensed security agency operating in the City of Artesia and providing regular surveillance of the vacant building as part of the agency's security route.

4. Buildings without fire sprinkler systems or fire alarm or burglar alarm systems shall be provided with continuous physical monitoring by means of an onsite patrol. "Continuous physical monitoring" shall mean the use of a licensed security agency operating in the City of Stanton and providing regular surveillance of the vacant building as part of the agency's security route.

9.16.290 - Fees.

The City Council may establish by resolution, and from time to time may amend, a registration fee to defray the administration of this article, including but not limited to, the registration process, monitoring vacant properties, and enforcing this article. The fee required under this article is in addition to any other license, permit, or fee required by any other portion of this code. The amount of any fee, cost or charge imposed pursuant to this article is a debt to the City of Stanton that may be recovered by any means authorized by law.

9.16.300 - Enforcement.

A. **Violations Unlawful.** It is unlawful and declared a public nuisance for any person to operate, conduct, or maintain a vacant property contrary to the provisions of this article.

B. **Criminal Penalties.** Any person who violates any provision of this article is guilty of a misdemeanor punishable by a fine of up to \$1,000, or by imprisonment in the County jail not exceeding six months, or by both; except the City Attorney, in his or her discretion, may prosecute a violation of this article as an infraction subject to the penalties in Chapter 1.10 of this code.

C. **Administrative Citations.** Administrative citations may be issued for violations of the provisions of this article, as set forth in Chapter 1.12 of this code.

D. **Civil or Equitable Enforcement.** The City Attorney may bring a civil or equitable action to seek the abatement of any violation of this article.

E. **Aiding, Abetting, and Omissions.** Whenever in this article any act or omission is made unlawful, it shall include causing, permitting, aiding, abetting, suffering, or concealing the fact of such act or omission.

F. **Ongoing Violations.** Each and every day a violation is maintained, caused, aided, abetted, concealed, suffered, or permitted is a separate offense.

G. **Remedies Cumulative.** The remedies, procedures, and penalties provided by this article are cumulative to each other and to any other remedies, procedures, and penalties available under City, State, or federal law.”

SECTION 4. Code Amendment. Section 9.20.050 is hereby added to Chapter 9.20 of the Stanton Municipal Code, which shall read in its entirety as follows:

“9.20.050 Public Nudity.

A. It is unlawful for any person to appear, bathe, sunbathe, walk, or be in any public place or place open to public view in a manner so as to expose the human genitals, pubic hair, buttocks, natal cleft, perineum, or anal region or pubic hair region, or to expose any portion of the female breast below a point immediately above the top of the areola. Violation hereof is a misdemeanor.

B. This Section shall not apply to children under the age of 10 years, or females engaged in breastfeeding of a child.”

SECTION 5. Code Amendment. Section 10.08.010 of the Stanton Municipal Code is hereby amended to read as follows (additions shown in underline and deletions shown in ~~strikethrough~~):

“Section 10.08.010 – On-street parking—General Requirements

A. The City Engineer is authorized to locate, install, designate, and maintain parking space markings on the public streets where vehicles are authorized to park.

B. Vehicles shall be parked parallel to and adjacent to the curb. If no curb exists, then vehicles shall be parked parallel to the right-of-way line; provided, however, if parking space markings have been placed on the street in a diagonal or other manner, then vehicles shall park in the manner indicated by the markings.

C. When parking space markings have been placed on the street, no vehicle shall be stopped, parked or left standing in a manner or location other than within the parameters of the space markings; and no vehicle shall occupy more than one space.

D. No person shall park or leave standing a vehicle on any street in the city in excess of a consecutive period of seventy-two hours. If a vehicle is parked or left standing upon a street in excess of a consecutive period of seventy-two hours, any member of the city enforcement staff may remove the vehicle from the street in the manner and subject to the requirements of Section 22651 of the California Vehicle Code. This subsection (D) of Section 10.08.010 shall not apply to vehicles covered under Section 10.08.080 of this Code. Oversized vehicles covered by Section 10.08.080 shall be subject to the regulations provided in Section 10.08.080.

~~E. Trailers and Nonmotorized Vehicles. No person shall at any time park or leave standing a nonmotorized vehicle or trailer, including, but not limited to, boat trailers and campers, regardless of width or length, when it has been detached from its motor vehicle on any public street or highway in the city of Stanton, except for purposes of loading or unloading and for a period not to exceed two hours. For purposes of this section, the word “trailer” shall have the same meaning as provided in Vehicle Code Section 630.~~

~~F. No commercial vehicle having a manufacturer’s gross vehicle weight rating in excess of ten thousand pounds shall be parked or left standing upon any street in the city between the hours of two a.m. and six a.m.~~

~~G. No vehicle shall be parked in or on any alley in the city.”~~

SECTION 6. Code Amendment. Chapter 10.08 of the Stanton Municipal Code is hereby amended to add Section 10.08.080, which shall read in its entirety as follows:

“Section 10.08.080 – Oversized vehicle parking regulations.

A. **Purpose.** The purpose of this Section is to reduce the adverse impacts associated with Oversized Vehicle parking. Such impacts include, but are not limited to, the following:

1. Oversized Vehicle parking raises unique public safety concerns, including the obstruction of access to rights-of-way, reduced sight distance, and reduced visibility at intersections.

2. Oversized Vehicles are typically heavier vehicles or trailers and thus have the potential to cause excessive wear and tear on roadways.

3. Oversized Vehicles have been the source of environmental hazards in the City by discharging waste into the street. Such waste includes gas, oil, and human waste. These discharges create unsanitary conditions for members of the public and also result in downstream impacts as such waste flows into the City's storm drains. The discharge of waste has also caused damage to City streets by staining portions thereof.

4. Some Oversized Vehicles accumulate and discharge trash and debris in and around areas where vehicles are parked. The accumulation and storage of trash, debris, and other personal items in and around areas where oversized vehicles are parked has caused accessibility hazards by obstructing and/or blocking sidewalks and preventing safe passage thereon.

5. Oversized Vehicle parking exacerbates the City's parking issues by further reducing the number of available parking spaces on the street. Given their size, Oversized Vehicles utilize limited space that could accommodate a number of smaller vehicles. Parking scarcity negatively impacts the City's residents and visitors by, among other things, making the City a less attractive destination and adding trip time for drivers who are searching for parking.

B. Definitions. The following words and terms as used in this Section 10.08.080 shall have the following meanings:

1. "Loading and Unloading" shall mean loading or unloading passengers or materials to or from an Oversized Vehicle including the activities required to prepare the vehicle for travel or storage.

2. "Oversized Vehicle" shall mean any of the following:

a. Any motorized vehicle as defined in Section 670 of the California Vehicle Code or combination of motorized vehicle(s) and/or non-motorized vehicle(s), including any attached trailers, vehicles or loads thereon, which exceeds 10,000 pounds in weight, 22 feet in length or 7 feet in width and 7 feet in height. To determine the height, width or length of a vehicle defined in this Section, any extension to the vehicle caused by mirrors, air conditioners, or similar attachments allowed by Section 35109, 35110 or 35111 of the Vehicle Code, as the same may be amended from time to time, shall not be included.

b. Any camp trailer, camper, fifth wheel travel trailer, house car, mobile home, trailer, trailer coach, as defined in Vehicle Code Sections

242, 243, 324, 362, 396, 630, 635, or successor statutes, or any recreational vehicle, as defined by California Health and Safety Code Section 18010 or successor statute.

C. **Parking Prohibition.** Except as provided in subsections (D) and (E) below, no person shall stop, stand, park, or leave standing any Oversized Vehicle on any public street in the City.

D. **Exemptions.** Subsection (C) shall not apply to any of the following:

1. Oversized Vehicles involved in an emergency or being repaired under emergency conditions. Emergency parking may be allowed for 24 consecutive hours where an Oversized Vehicle is left parked on a City street because of mechanical breakdown or because of physical incapacity of the driver or owner.

2. Oversized Vehicles belonging to federal, state or local authorities or public utilities that are parked while the operator of the vehicle is conducting official business.

3. Oversized Vehicles actively engaged in Loading and Unloading or deliveries of person, merchandise, wares, supplies, goods or other materials in the course of construction or other work from or to an adjacent residence or building. Oversized Vehicles actively engaging in Loading and Unloading shall park at the street curb immediately adjacent to the residence or building, or within 400 feet of the residence if this area is not available for parking due to curb configuration or codified parking restrictions.

4. Oversized Vehicles that are parked while the operator is actively engaged in performing a service to or on a property in the block in which such Oversized Vehicle is parked.

5. Oversized Vehicles parked in compliance with subsection (E) below.

E. **Oversized Vehicle Permit Parking.**

1. The prohibitions provided in subsection (C) shall not apply to an Oversized Vehicle with a parking permit issued by the City. The City Manager or his/her designee is directed and authorized to adopt and promulgate policies and procedures governing issuance of Oversized Vehicle parking permits. Such policies and procedures shall include an application with objective requirements for granting an Oversized Vehicle parking permit. The City Manager or his/her designee shall review and approve or deny all applications. The City Council shall by resolution set the amount of any fee charged for such Oversized Vehicle parking permits. Oversized Vehicle parking permits will only be issued to residents of the City of Stanton. Over the course of a calendar year, a resident may obtain a

maximum of 12 Oversized Vehicle parking permits (inclusive of permits for guests and the resident's vehicle(s)).

2. Residents may obtain Oversized Vehicle parking permits on behalf of out-of-town guests traveling with an Oversized Vehicle. Residents must apply for an obtain such permits on behalf of their guests. A separate permit is required for each Oversized Vehicle (e.g., a separate permit would be required for each of the resident's own Oversized Vehicles as well as any out-of-town guest's Oversized Vehicle).

3. Oversized Vehicles with a valid permit shall be subject to the following parking regulations, which shall be in addition to the objective requirements created by the City Manager or their designee:

a. Parking with a permit is allowed on public residential streets for up to 72 consecutive hours for Loading and Unloading.

b. After an Oversized Vehicle has been parked for 72 consecutive hours, the Oversized Vehicle must vacate the public right-of-way and may not park on any public street in the City for at least 72 consecutive hours.

c. An Oversized Vehicle may only park within 1/10th of a mile from the permit's registered residential address.

F. **Utility Connections.** No electrical, water, gas, telephone or other utility connection from a property to an Oversized Vehicle shall encroach into any public right-of-way, including across or above any street or sidewalk. This prohibition includes, but is not limited to, electrical cords, extension cords, hoses, or cables.

G. **Impact on Residential Permit Parking.** Notwithstanding any other provision of this Code, an Oversized Vehicle with a permit issued under this Section is not required to obtain a residential parking permit under Section 10.08.060."

SECTION 7. Code Amendment. The definition for "Camp facilities" set forth in Section 12.36.020 of Chapter 12.36 of the Stanton Municipal Code is hereby amended to read as follows (additions shown in underline and deletions shown in ~~striketrough~~):

"Section 12.36.020 – Definitions

...

"Camp facilities" include, but are not limited to, tents, huts, or other temporary shelters, ~~including recreational vehicles not parked in designated RV campgrounds or mobile home parks.~~

..."

SECTION 8. Effective Date; Parking Signs. This Ordinance shall become effective 30 days after adoption. In accordance with Vehicle Code Section 22507, this Ordinance's parking restrictions shall not be enforced until signs or markings giving adequate notice thereof have been placed.

SECTION 9. Severability. Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance, and, to that end, the provisions hereof are severable. The City Council of the City of Stanton declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this ordinance are declared invalid.

SECTION 10. Adoption, Certification, and Publication. The City Clerk of the City of Stanton shall certify the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published and/or posted in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 14th day of September, 2021.

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. 1111 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 24th day of August, 2021 and was duly adopted at a regular meeting of the City Council held on the 14th day of September, 2021, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: September 14, 2021

**SUBJECT: 2021 ANNUAL LEAGUE OF CALIFORNIA CITIES CONFERENCE
RESOLUTIONS AND PROPOSED BYLAWS AMENDMENTS**

REPORT IN BRIEF:

The League of California Cities Annual Conference and Expo is scheduled for September 22 – 24, 2021 in Sacramento. The League's Annual Business Meeting is scheduled to be held on September 24, 2021. At this meeting, the League membership considers and takes action on resolutions that establish League policy. In order to vote at the Annual Business Meeting, the City Council must review the League of California Cities resolution packet and proposed bylaws amendments packet to determine the City's position on each resolution and proposed bylaws amendments so that the voting delegate can represent the City's position.

Resolution No. 1:

Resolution of the League of California Cities calling on the State legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair fulfillment center within their jurisdiction (*Information Resolution Packet attached*).

Resolution No. 2:

Resolution calling upon the Governor and the legislature to provide necessary funding for CUPC to fulfill its obligation to inspect railroad lines to ensure that operators are removing illegal dumping, graffiti and homeless encampments that degrade the quality of life and results in increased public safety concerns for communities and neighborhoods that abut the railroad right-of-way (*Information Resolution Packet attached*).

Proposed Bylaws Amendments:

1. Adjust the composition of the Board to achieve a higher impact and be more representative by adding Director seats to the Board for each of the five Diversity Caucuses, and transitioning members of the National League of Cities board from Cal Cities Directors to one non-voting advisor to the Cal Cities Board.
2. Recognize the Cal Cities Diversity Caucuses in the Cal Cities bylaws to reflect the full contribution the caucuses make to Cal Cities; mission and vision (*Information Resolution Packet attached*).
3. Update the League of California Cities' moniker to Cal Cities.
4. Make various minor technical corrections.

The enhancement of the Cal Cities' governance is a process that will be implemented in phases over several years (*Information Resolution Packet attached*).

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. Provide input/direction on the 2021 Annual League of California Cities Conference and Expo Resolutions to the City's voting delegate; and
3. Provide input/direction on the 2021 Annual League of California Cities Conference and Expo Proposed Bylaws Amendments to the City's voting delegate.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

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).

PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective1: Provide a save community.

Objective 5: Provide a high quality of life.

Objective 6: Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared by:

Approved by:

/s/ Patricia A. Vazquez

/s/ Jarad L. Hildenbrand

Patricia A. Vazquez, City Clerk

Jarad L. Hildenbrand, City Manager

Attachments:

- A. 2021 Annual Conference Resolutions Packet
- B. 2021 Annual Conference Proposed Bylaws Amendments Packet

Attachment: A

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LEAGUE OF
**CALIFORNIA
CITIES**

*Annual Conference
Resolutions Packet*

2021 Annual Conference Resolutions



September 22 - 24, 2021

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League of California Cities (Cal Cities) bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, two resolutions have been introduced for consideration at the Annual Conference and referred to Cal Cities policy committees.

POLICY COMMITTEES: Three policy committees will meet virtually one week prior to the Annual Conference to consider and take action on the resolutions. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, September 23, to consider the reports of the policy committees regarding the resolutions. This committee includes one representative from each of Cal Cities regional divisions, functional departments, and standing policy committees, as well as other individuals appointed by the Cal Cities president. Please check in at the registration desk for room location.

CLOSING LUNCHEON AND GENERAL ASSEMBLY: This meeting will be held at 12:30 p.m. on Friday, September 24, at the SAFE Credit Union Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a petition resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Closing Luncheon & General Assembly. This year, that deadline is 12:30 p.m., Thursday, September 23. Resolutions can be viewed on Cal Cities Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond mdesmond@calcities.org.

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within Cal Cities. The principal means for deciding policy on the important issues facing cities is through Cal Cities seven standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop Cal Cities policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing Cal Cities policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for Cal Cities policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.

KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

- 1. Policy Committee
- 2. General Resolutions Committee
- 3. General Assembly

KEY TO ACTIONS TAKEN

- A Approve
- D Disapprove
- N No Action
- R Refer to appropriate policy committee for study
- a Amend+
- Aa Approve as amended+
- Aaa Approve with additional amendment(s)+
- Ra Refer as amended to appropriate policy committee for study+
- Raa Additional amendments and refer+
- Da Amend (for clarity or brevity) and Disapprove+
- Na Amend (for clarity or brevity) and take No Action+
- W Withdrawn by Sponsor

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the Cal Cities Bylaws.

Resolution No. 1

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1. **RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES ("CAL CITIES") CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION**

Source: City of Rancho Cucamonga

Concurrence of five or more cities/city officials:

Cities: Town of Apple Valley; City of El Cerrito; City of La Canada Flintridge; City of La Verne; City of Lakewood; City of Moorpark; City of Placentia; City of Sacramento

Referred to: Revenue and Taxation Policy Committee

WHEREAS, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

WHEREAS, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

WHEREAS, in terms of "siting" the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines "out-of-state" online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

WHEREAS, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale ("situs") as the location from which the goods were shipped such as a fulfillment center; and

WHEREAS, in early 2021, one of the state's largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being entirely allocated to the specific city where the warehouse fulfillment center is located as opposed to going into a countywide pool that is shared with all jurisdictions in that County, as was done previously; and

WHEREAS, this all-or-nothing change for the allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue from the retailer that was once spread amongst all cities in countywide pools is now concentrated in select cities that host a fulfillment center; and

WHEREAS, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting a 1 million square foot fulfillment center, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

WHEREAS, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their RHNA obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

WHEREAS, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

WHEREAS, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering product from that center now receive no revenue from the center's sales activity despite also experiencing the impacts created by the center, such as increased traffic and air pollution; and

WHEREAS, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

NOW, THEREFORE, BE IT RESOLVED that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Background Information to Resolution

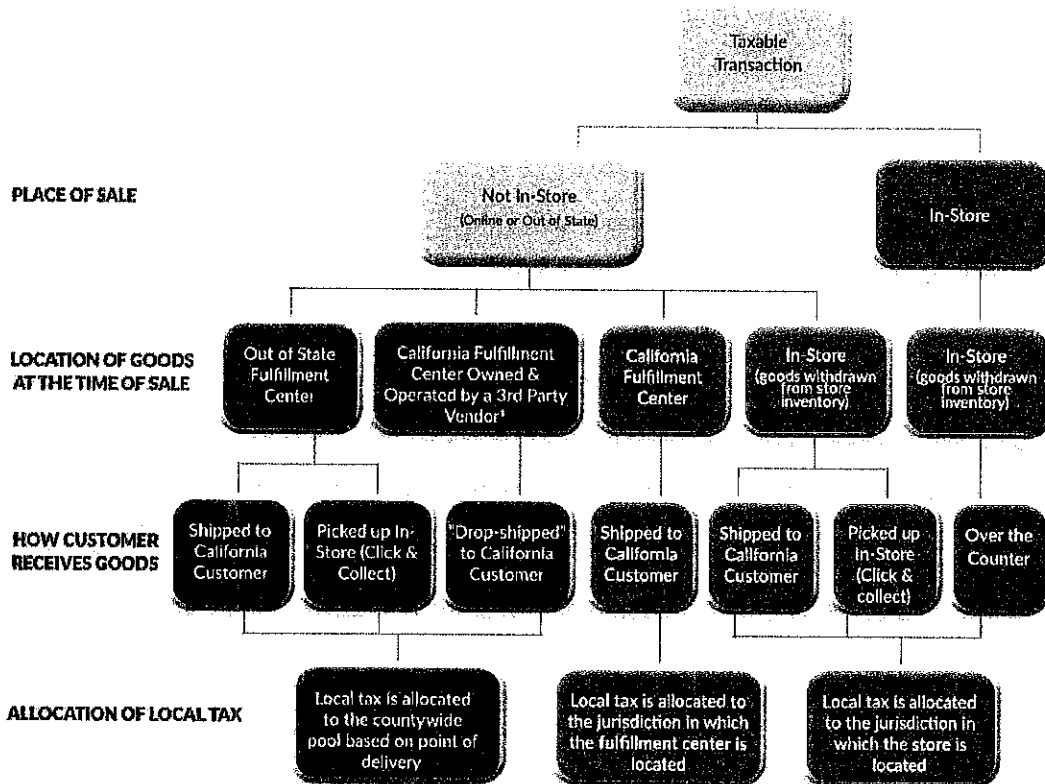
Source: City of Rancho Cucamonga

Background:

Sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950's, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction's boundaries.

Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances. The California Department of Tax and Fee Administration (CDTFA) is responsible for administering this system and issuing rules regarding how it is applied in our state.

The following chart created by HdL Companies, the leading provider of California sales tax consulting, illustrates the complex structure of how sales and use tax allocation is done in California, depending on where the transaction starts, where the goods are located, and how the customer receives the goods:



³ In this scenario the retailer does not own a stock of goods in California and sales orders are negotiated/processed out of state. An out of state company is not required to hold a seller's permit for an in-state third party warehouse if they do not own a stock of goods at the time of sale.

With the exponential growth of online sales and the corresponding lack of growth, and even decline, of shopping at brick and mortar locations, cities are seeing much of their sales tax

growth coming from the countywide sales tax pools, since much of the sales tax is now funneled to the pools.

Recently, one of the world's largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated. Following the chart above, previously much of the sales tax would have followed the green boxes on the chart and been allocated to the countywide pool based on point of delivery. Now, much of the tax is following the blue path through the chart and is allocated to the jurisdiction in which the fulfillment center is located. (It should be noted that some of the tax is still flowing to the pools, in those situations where the fulfillment center is shipping goods for another seller that is out of state.)

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer's fulfillment centers.

This has brought to light again the need to address the issues in how sales and use taxes are distributed in the 21st century. Many, if not most cities will never have the opportunity have a warehouse fulfillment center due to lack of space or not being situated along a major travel corridor. These policies especially favor retailers who may leverage current policy in order to negotiate favorable sales tax sharing agreements, providing more money back to the retailer at the expense of funding critical public services.

With that stated, it is important to note the many impacts to the jurisdictions home to the fulfillment centers. These centers do support the ecommerce most of us as individuals have come to rely on, including heavy wear and tear on streets – one truck is equal to about 8,000 cars when it comes to impact on pavement – and increased air pollution due to the truck traffic and idling diesel engines dropping off large loads. However, it is equally important that State policies acknowledge that entities without fulfillment centers also experience impacts from ecommerce and increased deliveries. Cities whose residents are ordering products that are delivered to their doorstep also experience impacts from traffic, air quality and compromised safety, as well as the negative impact on brick-and-mortar businesses struggling to compete with the sharp increase in online shopping. These cities are rightfully entitled to compensation in an equitable share of sales and use tax. We do not believe that online sales tax distribution between fulfillment center cities and other cities should be an all or nothing endeavor, and not necessarily a fifty-fifty split, either. But we need to find an equitable split that balances the impacts to each jurisdiction involved in the distribution of products purchased online.

Over the years, Cal Cities has had numerous discussions about the issues surrounding sales tax in the modern era, and how state law and policy should be revisited to address these issues. It is a heavy lift, as all of our cities are impacted a bit differently, making consensus difficult. We believe that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.

It is for these reasons, that we should all aspire to develop an equitable sales tax distribution for online sales.

LETTERS OF CONCURRENCE
Resolution No. 1

July 19, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The Town of Apple Valley strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at Cal Cities 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool. Now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

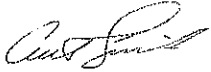
This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents.

We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the Town of Apple Valley concurs that the resolution should go before the General Assembly. If you have any questions regarding the Town's position in this matter, please do not hesitate to contact the Town Manager at 760-240-7000 x 7051.

Sincerely,

A handwritten signature in cursive script, appearing to read "Curt Emick".

Curt Emick
Mayor

July 21, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Letter of Support for the City of Rancho Cucamonga's Resolution for Fair and Equitable Distribution of the Bradley Burns 1% Local Sales Tax

Dear President Walker:

The City of El Cerrito supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the Cal Cities 2021 Annual Conference in Sacramento.

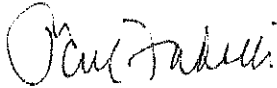
Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Previously, all sales tax revenue generated by this retailer's sales went into a countywide pool and was distributed amongst the jurisdictions in the pool; now the revenue from in-state sales goes entirely to the city where the fulfillment center is located and the packages are shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities such as El Cerrito who have no chance of ever obtaining a fulfillment center as we are a built out, four square mile, small city. Additionally, cities not situated along major travel corridors and no/low property tax cities that rely on sales tax revenue are especially impacted, as well as cities struggling to build much needed affordable housing that may require rezoning commercial parcels in order to meet their RHNA allocations.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies serve to divide local agencies, exacerbate already difficult municipal finances, and in the end results in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better, and we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of El Cerrito concurs that the resolution should go before the General Assembly.

Sincerely,

A handwritten signature in cursive script, appearing to read "Paul Fadelli".

Paul Fadelli, Mayor
City of El Cerrito

cc: El Cerrito City Council
City of Rancho Cucamonga



City Council
Terry Walker, Mayor
Keith Eich, Mayor Pro Tem
Jonathan C. Curtis
Michael T. Davitt
Richard B. Gunter III

July 14, 2021

Ms. Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of La Cañada Flintridge strongly supports the City of Rancho Cucamonga's effort to introduce a resolution for consideration by the General Assembly at CalCITIES' 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1% Bradley Burns local tax revenue (sales tax) from in-state online retailers be allocated to the jurisdiction from which the package was shipped, as opposed to going into a countywide pool, as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as an out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the jurisdiction where the fulfillment center is located and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state transactions even though their packages are delivered to locations within those cities' borders and paid for by residents in those locations. Cities that about jurisdictions with fulfillment centers experience fulfillment centers' impacts just as much, such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers, that was once spread amongst all cities in countywide pools, is now concentrated in select cities fortunate enough to host a fulfillment center. This benefits only those few hosting jurisdictions and is particularly unfair to cities who have no chance of ever hosting a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely heavily on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably eager to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances and, in the end, result in a net loss of local government sales tax proceeds that simply serve to make private

Ms. Cheryl Viegas Walker, President

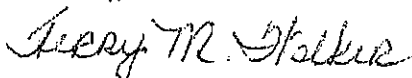
July 14, 2021

Page 2

sector businesses even more profitable at the expense of cities' residents. We should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of La Cañada Flintridge concurs that the proposed resolution should go before the General Assembly.

Sincerely,

A handwritten signature in cursive script that reads "Terry M. Walker".

Terry Walker

Mayor



CITY OF LA VERNE CITY HALL

3660 "D" Street, La Verne, California 91750-3599
www.cityoflaverne.org

July 19, 2021

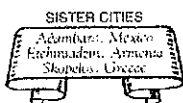
Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of La Verne strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities which have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are




General Administration 909/596-8726 • Water Customer Service 909/596-8744 • Community Services 909/596-8700
Public Works 909/596-8741 • Finance 909/596-8716 • Community Development 909/596-8706 • Building 909/596-8713
Police Department 909/596-1913 • Fire Department 909/596-5991 • General Fax 909/596-8737

especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exacerbate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end, result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of La Verne concurs that the resolution should go before the General Assembly.

Sincerely,

A handwritten signature in black ink, appearing to read "Bob Russi", written over a horizontal line.

Bob Russi
City Manager
City of La Verne

Steve Croff
Vice Mayor

Vicki L. Stocker
Council Member

Ariel Fu
Council Member

Todd Rogers
Council Member



Jeff Wood
Mayor

July 15, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Lakewood strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

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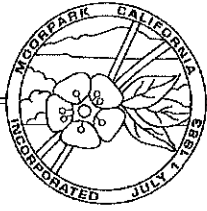
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For these reasons, the City of Lakewood concurs that the resolution should go before the General Assembly.

Sincerely,

Jeff Wood
Mayor

Lakewood



CITY OF MOORPARK

799 Moorpark Avenue, Moorpark, California 93021

Main City Phone Number (805) 517-6200 | Fax (805) 532-2205 | moorpark@moorparkca.gov

July 14, 2021

TRANSMITTED ELECTRONICALLY

Cheryl Viegas-Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Moorpark strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies of the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates both as an in-state online retailer and as an out-of-state online retailer. Whereas all sales tax revenues generated by this retailer's sales previously went into countywide pools and were distributed amongst the jurisdictions in the pool, sales tax revenues from in-state sales now go entirely to the city where the fulfillment center is located and the package is shipped from. Cities that do not have a fulfillment center now receive no sales tax revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution, and deteriorating road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenues from large online retailers that were once spread amongst all cities in countywide pools are now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted, as well as

JANICE S. PARVIN
Mayor

DR. ANTONIO CASTRO
Councilmember

CHRIS ENEGREN
Councilmember

DANIEL GROFF
Councilmember

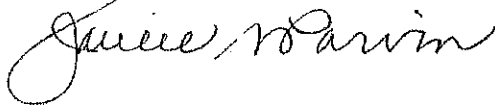
DAVID POLLOCK
Councilmember

cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone limited commercial properties for residential land uses.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and ultimately result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses more profitable at the expense of everyone's residents. We can do better than this, and we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Moorpark concurs that the resolution should go before the General Assembly at the 2021 Annual Conference in Sacramento.

Sincerely,

A handwritten signature in cursive script that reads "Janice S. Parvin".

Janice S. Parvin
Mayor

cc: City Council
City Manager

The People are the City

Mayor
CRAIG S. GREEN

Mayor Pro Tem
CHAD P. WANKE

Councilmembers:
RHONDA SHADER
WARD L. SMITH
JEREMY B. YAMAGUCHI



City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

July 14, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Placentia strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the 1 percent (1%) Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas, all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their RHNA allocations that are being pressured by Sacramento to rezone precious commercial parcels to residential.

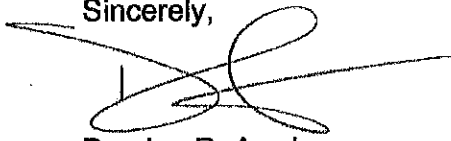
The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The

Letter of Support: City of Rancho Cucamonga
July 14, 2021
Page 2 of 2

current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Placentia concurs that the resolution should go before the General Assembly. Should you have any questions regarding this letter, please contact me at (714) 993-8117 or via email at administration@placentia.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Arrula', with a long horizontal line extending to the right.

Damien R. Arrula
City Administrator

SACRAMENTO
Office of the City Manager

Leyne Milstein
Assistant City Manager

City Hall
915 I Street, Fifth Floor
Sacramento, CA 95814-2604
916-808-5704

July 19, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Dear President Walker:

The City of Sacramento strongly supports the City of Rancho Cucamonga's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

Current policies by the California Department of Tax and Fees (CDTFA) require that the one percent Bradley Burns local tax revenue from in-state online retailers be allocated to the jurisdiction from which the package was shipped from, as opposed to going into a countywide pool as is the practice with out-of-state online retailers. Earlier this year, one of the largest online retailers shifted its ownership structure and now operates as an in-state online retailer as well as out-of-state online retailer. Whereas all sales tax revenue generated by this retailer's sales previously went into a countywide pool and was distributed amongst the jurisdictions in the pool, now the revenue from in-state sales goes entirely to the city where the fulfillment center is located, and the packages shipped from. Cities that do not have a fulfillment center now receive no revenue from this retailer's online in-state sales transactions, even when the packages are delivered to locations within the cities' borders and paid for by residents in those locations. Cities that border jurisdictions with fulfillment centers also experience its impacts such as increased truck traffic, air pollution and declining road conditions.

This all-or-nothing practice has created clear winners and losers amongst cities as the online sales tax revenue from large online retailers that was once spread amongst all cities in countywide pools is now concentrated in select cities fortunate enough to host a fulfillment center. This has created a growing inequity amongst California cities, which only benefits some and is particularly unfair to cities who have no chance of ever obtaining a fulfillment

SACRAMENTO
Office of the City Manager

Leyne Milstein
Assistant City Manager

City Hall
915 I Street, Fifth Floor
Sacramento, CA 95814-2604
916-808-5704

center, such as those that are built out or are not situated along major travel corridors. No/low property tax cities that rely on sales tax revenue are especially impacted as well as cities struggling to meet their Regional Housing Needs Allocation (RHNA) that are being pressured by Sacramento to rezone precious commercial parcels to residential.

The current online sales tax distribution policies are inherently unfair and exasperate the divide between the winners and losers. Ultimately, the real winners may be the retailers, who leverage these policies to negotiate favorable sales tax sharing agreements from a small group of select cities understandably wanting to host fulfillment centers. The current online sales tax distribution policies unfairly divide local agencies, exacerbate already difficult municipal finances, and in the end, result in a net loss of local government sales tax proceeds that simply serve to make private sector businesses even more profitable at the expense of everyone's residents. We can do better than this. And we should all aspire to develop an equitable sales tax distribution of online sales that addresses the concerns noted above.

For these reasons, the City of Sacramento concurs that the resolution should go before the General Assembly.

Sincerely,


Leyne Milstein (Jul 19, 2021 14:46 PDT)

Leyne Milstein
Assistant City Manager

League of California Cities Staff Analysis on Resolution No. 1

Staff: Nicholas Romo, Legislative Affairs, Lobbyist

Committee: Revenue and Taxation

Summary:

This Resolution calls on the League of California Cities (Cal Cities) to request the Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

Background:

The City of Rancho Cucamonga is sponsoring this resolution to *“address the issues in how sales and use taxes are distributed in the 21st century.”*

The City notes that *“sales tax is a major revenue source for most California cities. Commonly known as the local 1% Bradley-Burns tax, since the 1950’s, cities have traditionally received 1 cent on every dollar of a sale made at the store, restaurant, car dealer, or other location within a jurisdiction’s boundaries. Over the years, however, this simple tax structure has evolved into a much more complex set of laws and allocation rules. Many of these rules relate to whether or not a given transaction is subject to sales tax, or to use tax – both have the same 1% value, but each applies in separate circumstances.*

Recently, one of the world’s largest online retailers changed the legal ownership of its fulfillment centers. Instead of having its fulfillment centers owned and operated by a third-party vendor, they are now directly owned by the company. This subtle change has major impacts to how the 1% local tax is allocated.

This change has created a situation where most cities in California – more than 90%, in fact – are experiencing a sales tax revenue loss that began in the fourth quarter of calendar year 2021. Many cities may not be aware of this impact, as the fluctuations in sales tax following the pandemic shutdowns have masked the issue. But this change will have long-term impacts on revenues for all California cities as all these revenues benefiting all cities have shifted to just a handful of cities and counties that are home to this retailer’s fulfillment centers.”

The City’s resolution calls for action on an unspecified solution that *“rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction,”* which aims to acknowledge the actions taken by cities to alleviate poverty, catalyze economic development, and improve financial stability within their communities through existing tax sharing and zoning powers.

Ultimately, sponsoring cities believe “that by once again starting the conversation and moving toward the development of laws and policies that can result in seeing all cities benefit from the growth taxes generated through online sales, our state will be stronger.”

Sales and Use Tax in California

The Bradley-Burns Uniform Sales Tax Act allows all local agencies to apply its own sales and use tax on the same base of tangible personal property (taxable goods). This tax rate currently is fixed at 1.25% of the sales price of taxable goods sold at retail locations in a local jurisdiction, or purchased outside the jurisdiction for use within the jurisdiction. Cities and counties use this 1% of the tax to support general operations, while the remaining 0.25% is used for county transportation purposes.

In California, all cities and counties impose Bradley-Burns sales taxes. California imposes the sales tax on every retailer engaged in business in this state that sells taxable goods. The law requires businesses to collect the appropriate tax from the purchaser and remit the amount to the California Department of Tax and Fee Administration (CDTFA). Sales tax applies whenever a retail sale is made, which is basically any sale other than one for resale in the regular course of business. Unless the person pays the sales tax to the retailer, they are liable for the use tax, which is imposed on any person consuming taxable goods in the state. The use tax rate is the same rate as the sales tax rate.

Generally, CDTFA distributes Bradley-Burns tax revenue based on where a sale took place, known as a *situs-based system*. A retailer's physical place of business—such as a retail store or restaurant—is generally the place of sale. “Sourcing” is the term used by tax practitioners to describe the rules used to determine the place of sale, and therefore, which tax rates are applied to a given purchase and which jurisdictions are entitled to the local and district taxes generated from a particular transaction.

California is primarily an origin-based sourcing state – meaning tax revenues go to the jurisdiction in which a transaction physically occurs if that can be determined. However, California also uses a form of destination sourcing for the local use tax and for district taxes (also known as “transactions and use taxes” or “add-on sale and use taxes”). That is, for cities with local add-on taxes, they receive their add-on rate amount from remote and online transactions.

Generally, allocations are based on the following rules:

- The sale is sourced to the place of business of the seller - whether the product is received by the purchaser at the seller's business location or not.
- If the retailer maintains inventory in California and has no other in state location, the source is the jurisdiction where the warehouse is situated. *This resolution is concerned with the growing amount of online retail activity being sourced to cities with warehouse/fulfillment center locations.*
- If the business' sales office is located in California but the merchandise is shipped from out of state, the tax from transactions under \$500,000 is allocated

via the county pools. The tax from transactions over \$500,000 is allocated to the jurisdiction where the merchandise is delivered.

- When a sale cannot be identified with a permanent place of business in the state, the sale is sourced to the allocation pool of the county where the merchandise was delivered and then distributed among all jurisdictions in that county in proportion to ratio of sales. *For many large online retailers, this has been the traditional path.*

Online Sales and Countywide Pools

While the growth of e-commerce has been occurring for more than two decades, led by some of the largest and most popular retailers in the world, the dramatic increase in online shopping during the COVID-19 pandemic has provided significant revenue to California cities as well as a clearer picture on which governments enjoy even greater benefits.

In the backdrop of booming internet sales has been the steady decline of brick-and-mortar retail and shopping malls. For cities with heavy reliance on in-person retail shopping, the value of the current allocation system has been diminished as their residents prefer to shop online or are incentivized to do so by retailers (during the COVID-19 pandemic, consumers have had no other option but to shop online for certain goods). All the while, the demands and costs of city services continue to grow for cities across the state.

As noted above, the allocation of sales tax revenue to local governments depends on the location of the transaction (or where the location is ultimately determined). For in-person retail, the sales tax goes to the city in which the product and store are located - a customer purchasing at a register. For online sales, the Bradley Burns sales tax generally goes to a location other than the one where the customer lives - either to the city or county where an in-state warehouse or fulfillment center is located, the location of in-state sales office (ex. headquarters) or shared as use tax proceeds amongst all local governments within a county based on their proportionate share of taxable sales.

Under current CDTFA regulations, a substantial portion of local use tax collections are allocated through a countywide pool to the local jurisdictions in the county where the property is put to its first functional use. The state and county pools constitute over 15% of local sales and use tax revenues. Under the pool system, the tax is reported by the taxpayer to the countywide pool of use and then distributed to each jurisdiction in that county on a pro-rata share of taxable sales. If the county of use cannot be identified, the revenues are distributed to the state pool for pro-rata distribution on a statewide basis.

Concentration of Online Sales Tax Revenue and Modernization

Sales tax modernization has been a policy goal of federal, state, and local government leaders for decades to meet the rapidly changing landscape of commercial activity and ensure that all communities can sustainably provide critical services.

For as long as remote and internet shopping has existed, policy makers have been concerned about their potential to disrupt sales and use tax allocation procedures that underpin the funding of local government services. The system was designed in the early twentieth century to ensure that customers were paying sales taxes to support local government services within the community where the transactions occurred whether they resided there or not. This structure provides benefit to and recoupment for the public resources necessary to ensure the health and safety of the community broadly.

City leaders have for as long been concerned about the loosening of the nexus between what their residents purchase and the revenues they receive. Growing online shopping, under existing sourcing rules, has led to a growing concentration of sales tax revenue being distributed to a smaller number of cities and counties. As more medium and large online retailers take title to fulfillment centers or determine specific sales locations in California as a result of tax sharing agreements in specific cities, online sales tax revenue will be ever more concentrated in a few cities at the control of these companies. Furthermore, local governments are already experiencing the declining power of the sales tax to support services as more money is being spent on non-taxable goods and services.

For more on sales and use tax sourcing please see Attachment A.

State Auditor Recommendations

In 2017, the California State Auditor issued a report titled, "The Bradley-Burns Tax and Local Transportation Funds", noting that:

"Retailers generally allocate Bradley Burns tax revenue based on the place of sale, which they identify according to their business structure. However, retailers that make sales over the Internet may allocate sales to various locations, including their warehouses, distribution center, or sales offices. This approach tends to concentrate Bradley Burns tax revenue into the warehouses' or sales offices' respective jurisdictions. Consequently, counties with a relatively large amount of industrial space may receive disproportionately larger amounts of Bradley Burns tax, and therefore Local Transportation Fund, revenue.

The State could make its distribution of Bradley Burns tax revenue derived from online sales more equitable if it based allocations of the tax on the destinations to which goods are shipped rather than on place of sale."

The Auditor's report makes the following recommendation:

"To ensure that Bradley-Burns tax revenue is more evenly distributed, the Legislature should amend the Bradley-Burns tax law to allocate revenues from Internet sales based on the destination of sold goods rather than their place of sale."

In acknowledgement of the growing attention from outside groups on this issue, Cal Cities has been engaged in its own study and convening of city officials to ensure pursued solutions account for the circumstances of all cities and local control is best protected. These efforts are explored in subsequent sections.

Cal Cities Revenue and Taxation Committee and City Manager Working Group

In 2015 and 2016, Cal Cities' Revenue and Taxation Policy Committee held extensive discussions on potential modernization of tax policy affecting cities, with a special emphasis on the sales tax. The issues had been identified by Cal Cities leadership as a strategic priority given concerns in the membership about the eroding sales tax base and the desire for Cal Cities to take a leadership role in addressing the associated issues. The policy committee ultimately adopted a series of policies that were approved by the Cal Cities board of directors. Among its changes were a recommended change to existing sales tax sourcing (determining where a sale occurs) rules, so that the point of sale (situs) is where the customer receives the product. The policy also clarifies that specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood. See "Existing Cal Cities Policy" section below.

Cal Cities City Manager Sales Tax Working Group Recommendations

In the Fall of 2017, the Cal Cities City Managers Department convened a working group (Group) of city managers representing a diverse array of cities to review and consider options for addressing issues affecting the local sales tax.

The working group of city managers helped Cal Cities identify internal common ground on rapidly evolving e-commerce trends and their effects on the allocation of local sales and use tax revenue. After meeting extensively throughout 2018, the Group made several recommendations that were endorsed unanimously by Cal Cities' Revenue and Taxation Committee at its January, 2019 meeting and by the board of directors at its subsequent meeting.

The Group recommended the following actions in response to the evolving issues associated with e-commerce and sales and use tax:

Further Limiting Rebate Agreements: The consensus of the Group was that:

- Sales tax rebate agreements involving online retailers should be prohibited *going forward*. They are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one.
- Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited *going forward*. Existing law already prohibits such agreements for auto dealers and big box stores.

Shift Use Tax from Online Sales, including from the South Dakota v. Wayfair Decision Out of County Pools: The Group's recommendation is based first on the principle of "situs" and that revenue should be allocated to the jurisdiction where the use occurs. Each city and county in California imposed a Bradley Burns sales and use tax rate

under state law in the 1950s. The use tax on a transaction is the rate imposed where the purchaser resides (the destination). These use tax dollars, including new revenue from the South Dakota v. Wayfair decision, should be allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

- Shift of these revenues, from purchases from out of state retailers including transactions captured by the South Dakota v. Wayfair decision, out of county pools to full destination allocation on and after January 1, 2020.
- Allow more direct reporting of use taxes related to construction projects to jurisdiction where the construction activity is located by reducing existing regulatory threshold from \$5 million to \$100,000.

Request/Require CDTFA Analysis on Impacts of Sales Tax Destination Shifts: After discussion of numerous phase-in options for destination sourcing and allocation for sales taxes, the Group ultimately decided that a more complete analysis was needed to sufficiently determine impacts. Since the two companies most cities rely on for sales tax analysis, HdL and MuniServices, were constrained to modeling with transaction and use tax (district tax) data, concerns centered on the problem of making decisions without adequate information. Since the CDTFA administers the allocation of local sales and use taxes, it is in the best position to produce an analysis that examines:

- The impacts on individual agencies of a change in sourcing rules. This would likely be accomplished by developing a model to examine 100% destination sourcing with a report to the Legislature in early 2020.
- The model should also attempt to distinguish between business-to-consumer transactions versus business-to-business transactions.
- The model should analyze the current number and financial effects of city and county sales tax rebate agreements with online retailers and how destination sourcing might affect revenues under these agreements.

Conditions for considering a Constitutional Amendment that moves toward destination allocation: Absent better data on the impacts on individual agencies associated with a shift to destination allocation of sales taxes from CDTFA, the Group declined to prescribe if/how a transition to destination would be accomplished; the sentiment was that the issue was better revisited once better data was available. In anticipation that the data would reveal significant negative impacts on some agencies, the Group desired that any such shift should be accompanied by legislation broadening of the base of sales taxes, including as supported by existing Cal Cities policy including:

- Broadening the tax base on goods, which includes reviewing existing exemptions on certain goods and expanding to digital forms of goods that are otherwise taxed; and
- Expanding the sales tax base to services, such as those commonly taxed in other states.

This Resolution builds upon previous work that accounts for the impacts that distribution networks have on host cities and further calls on the organization to advocate for changes to sales tax distribution rules.

The Resolution places further demands on data collected by CDTFA to establish a “fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases.” Such data is proposed to be collected by SB 792 (Glazer, 2021). More discussion on this topic can be found in the “Staff Comments” section.

Staff Comments:

Proposed Resolution Affixes Equity Based, Data Driven Approach to Existing Cal Cities Policy on Sales Tax Sourcing

The actions resulting from this resolution, if approved, would align with existing policy and efforts to-date to modernize sales tax rules. While not formalized in existing Cal Cities policy or recommendations, city managers and tax practitioners generally have favored proposals that establish a sharing of online sales tax revenues rather than a full destination shift. City leaders and practitioners across the state have acknowledged during Cal Cities Revenue and Taxation and City Manager’s working group meetings that the hosting of fulfillment centers and ancillary infrastructure pose major burdens on local communities including detrimental health and safety impacts. This acknowledgement has moved mainstream proposals such as this one away from full revenue shifts towards an equity-based, data driven approach that favors revenue sharing. This Resolution would concretely affix this approach as Cal Cities policy.

More Data is Needed to Achieve Equity Based Approach

A major challenge is the lack of adequate data to model the results of shifting in-state online sale tax revenues. Local government tax consultants and state departments have limited data to model the effects of changes to sales tax distribution because their information is derived only from cities that have a local transactions and use tax (TUT). Tax experts are able to model proposed tax shifts using TUTs since they are allocated on a destination basis (where a purchaser receives the product; usually a home or business). However, more than half of all cities, including some larger cities, do not have a local TUT therefore modeling is constrained and incomplete.

Efforts to collect relevant sales tax information on the destination of products purchased online are ongoing. The most recent effort is encapsulated in SB 792 (Glazer, 2021), which would require retailers with online sales exceeding \$50 million a year to report to CDTFA the gross receipts from online sales that resulted in a product being shipped or delivered in each city. The availability of this data would allow for a much more complete understanding of online consumer behavior and the impacts of future proposed changes to distribution. SB 792 (Glazer) is supported by Cal Cities following approval by the Revenue and Taxation Committee and board of directors.

Impact of Goods Movement Must Be Considered

As noted above, city leaders and practitioners across the state acknowledge that the hosting of fulfillment centers and goods movement infrastructure pose major burdens on local communities including detrimental health, safety, and infrastructure impacts. Not least of which is the issue of air pollution from diesel exhaust. According to California Environmental Protection Agency (Cal EPA):

“Children and those with existing respiratory disease, particularly asthma, appear to be especially susceptible to the harmful effects of exposure to airborne PM from diesel exhaust, resulting in increased asthma symptoms and attacks along with decreases in lung function (McCreanor et al., 2007; Wargo, 2002). People that live or work near heavily-traveled roadways, ports, railyards, bus yards, or trucking distribution centers may experience a high level of exposure (US EPA, 2002; Krivoshto et al., 2008). People that spend a significant amount of time near heavily-traveled roadways may also experience a high level of exposure. Studies of both men and women demonstrate cardiovascular effects of diesel PM exposure, including coronary vasoconstriction and premature death from cardiovascular disease (Krivoshto et al., 2008). A recent study of diesel exhaust inhalation by healthy non-smoking adults found an increase in blood pressure and other potential triggers of heart attack and stroke (Krishnan et al., 2013) Exposure to diesel PM, especially following periods of severe air pollution, can lead to increased hospital visits and admissions due to worsening asthma and emphysema-related symptoms (Krivoshto et al., 2008). Diesel exposure may also lead to reduced lung function in children living in close proximity to roadways (Brunekreef et al., 1997).”

The founded health impacts of the ubiquitous presence of medium and heavy-duty diesel trucks used to transport goods to and from fulfillment centers and warehouses require host cities to meet increased needs of their residents including the building and maintenance of buffer zones, parks, and open space. While pollution impacts may decline with the introduction of zero-emission vehicles, wide scale adoption by large distribution fleets is still in its infancy. Furthermore, the impacts of heavy road use necessitate increased spending on local streets and roads upgrades and maintenance. In addition, many cities have utilized the siting of warehouses, fulfillment centers, and other heavy industrial uses for goods movements as key components of local revenue generation and economic development strategies. These communities have also foregone other land uses in favor of siting sales offices and fulfillment networks.

All said, however, it is important to acknowledge that disadvantaged communities (DACs) whether measured along poverty, health, environmental or education indices exist in cities across the state. For one example, see: [California Office of Environmental Health Hazard Assessment \(OEHHA\) CalEnviroScreen](#). City officials may consider how cities without fulfillment and warehouse center revenues are to fund efforts to combat social and economic issues, particularly in areas with low property tax and tourism-based revenues.

The Resolution aims to acknowledge these impacts broadly (this analysis does not provide an exhaustive review of related impacts) and requests Cal Cities to account for them in a revised distribution formula of the Bradley Burns 1% local sales tax from in-state online purchases. The Resolution does not prescribe the proportions.

Clarifying Amendments

Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. *To review the proposed changes, please see Attachment B.*

Fiscal Impact:

Significant but unknown. The Resolution on its own does not shift sales tax revenues. In anticipation and mitigation of impacts, the Resolution requests Cal Cities to utilize online sales tax data to identify a fair and equitable distribution formula that accounts for the broad impacts fulfillment centers involved in online retail have on the cities that host them. The Resolution does not prescribe the revenue distribution split nor does it prescribe the impacts, positive and negative, of distribution networks.

Existing Cal Cities Policy:

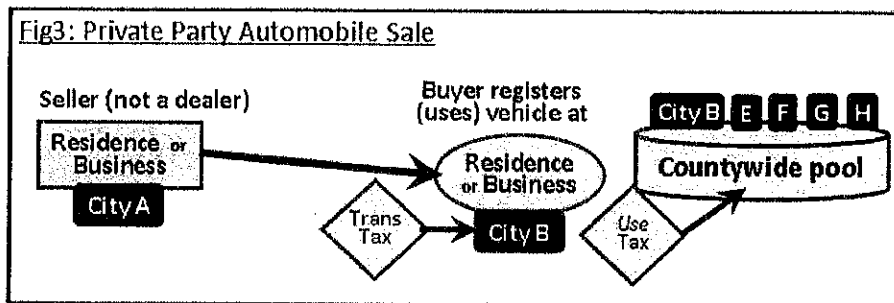
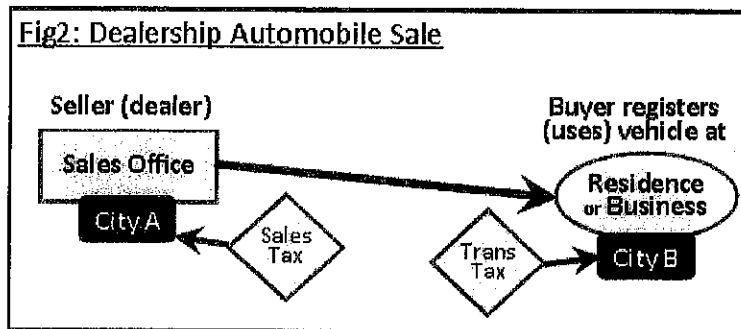
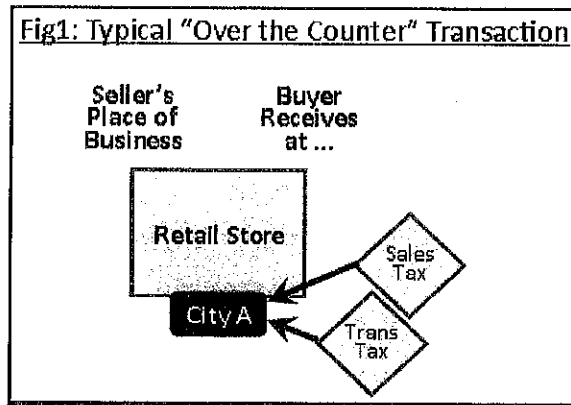
- Tax proceeds collected from internet sales should be allocated to the location where the product is received by the purchaser.
- Support as Cal Cities policy that point of sale (situs) is where the customer receives the product. Specific proposals in this area should be carefully reviewed so that the impacts of any changes are fully understood.
- Revenue from new regional or state taxes or from increased sales tax rates should be distributed in a way that reduces competition for situs-based revenue. (Revenue from the existing sales tax rate and base, including future growth from increased sales or the opening of new retail centers, should continue to be returned to the point of sale.)
- The existing situs-based sales tax under the Bradley Burns 1% baseline should be preserved and protected.
- Restrictions should be implemented and enforced to prohibit the enactment of agreements designed to circumvent the principle of situs-based sales and redirect or divert sales tax revenues from other communities, when the physical location of the affected businesses does not change. Sales tax rebate agreements involving online retailers are inappropriate because they have the effect of encouraging revenue to be shifted away from numerous communities and concentrated to the benefit of one. Any type of agreement that seeks to lure a retailer from one community to another within a market area should also be prohibited going forward.
- Support Cal Cities working with the state California Department of Tax and Fee Administration (CDTFA) to update the county pool allocation process to ensure that more revenues are allocated to the jurisdiction where the purchase or first use of a product occurs (usually where the product is delivered). Use Tax collections from online sales, including from the South Dakota v Wayfair Decision, should be shifted out of county pools and allocated to the destination jurisdiction whose Bradley Burns tax applies and not throughout the entire county.

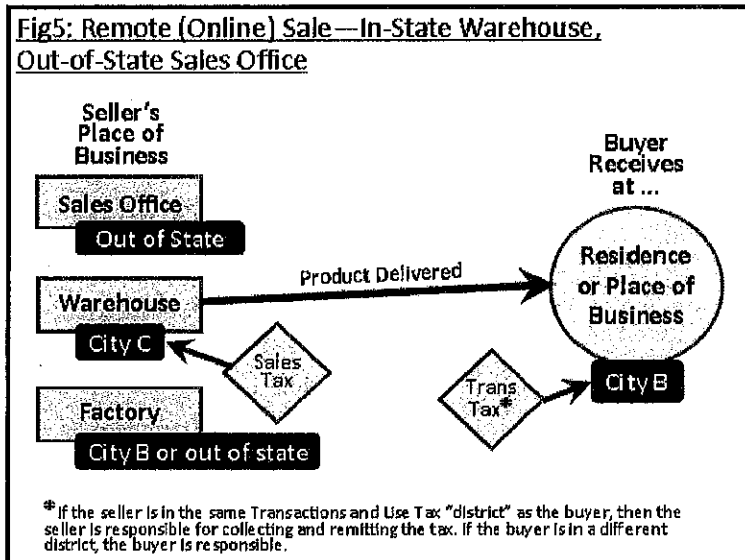
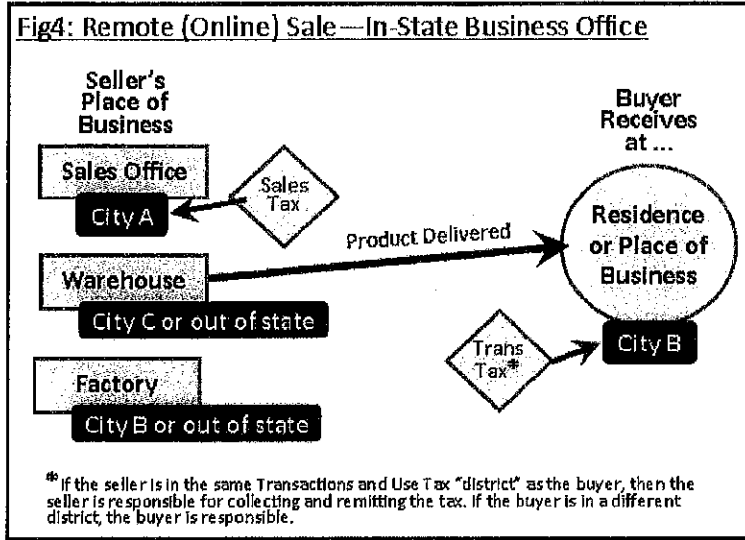
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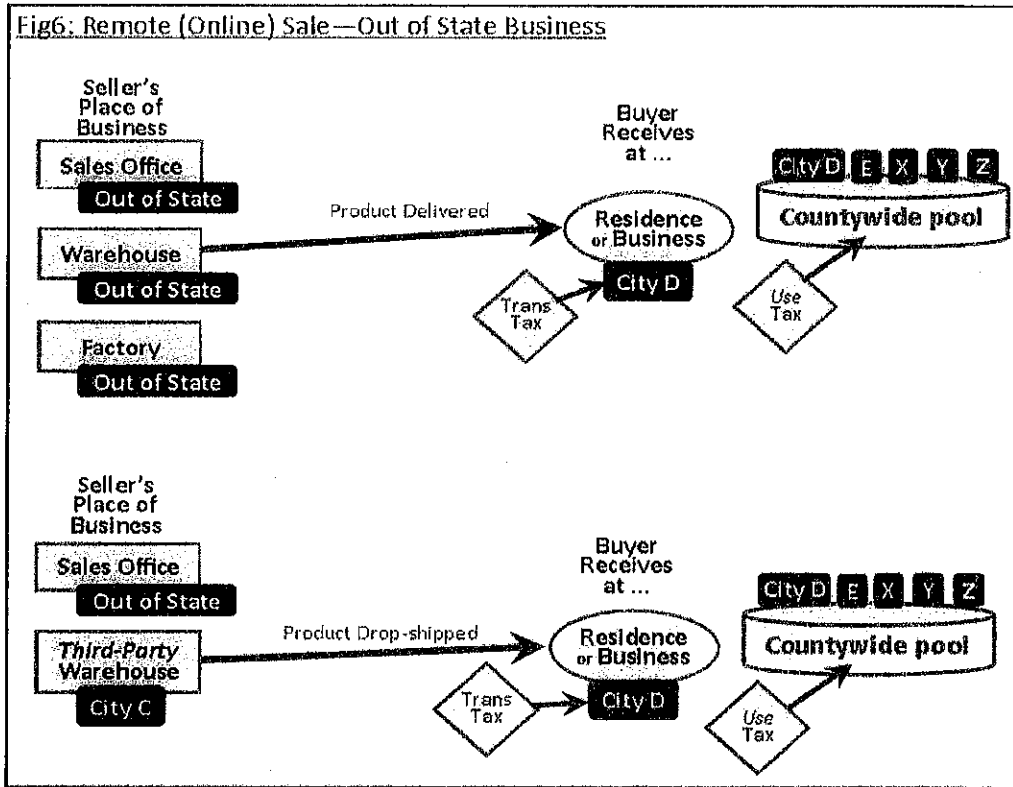
The following letters of concurrence were received:

- Town of Apple Valley
- City of El Cerrito
- City of La Canada Flintridge
- City of La Verne
- City of Lakewood

City of Moorpark
City of Placentia
City of Sacramento







GUIDELINES FOR ALLOCATION OF LOCAL TAX - ONLINE AND IN-STORE			
Place of Sale	Location of Goods at the Time of Sale	How Customer Receives Goods	Allocation of Tax
Online - Order is placed or downloaded outside California	California Fulfillment Center	Shipped to California Customer	Local tax is allocated to the jurisdiction in which the fulfillment center is located
Online - Order is placed or downloaded in California	California Fulfillment Center	Shipped to California Customer	Per CDTFA Regulation 1802, local tax is allocated to the jurisdiction where the order is placed
Online	Out of State Fulfillment Center	Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	Out of State Fulfillment Center	Picked Up In-Store (Click & Collect)	Local tax is allocated to the countywide pool based on point of delivery
Online	California Fulfillment Center Owned and Operated by Third Party Vendor	Drop-Shipped to California Customer	Local tax is allocated to the countywide pool based on point of delivery
Online	In-Store (Goods withdrawn from store inventory)	Shipped to California Customer	Local Tax is allocated to the jurisdiction where the store is located
Online	In-Store (Goods withdrawn from store inventory)	Picked Up In-Store (Click & Collect)	Local Tax is allocated to the jurisdiction where the store is located
In-Store	In-Store (Goods withdrawn from store inventory)	Over the Counter	Local Tax is allocated to the jurisdiction where the store is located

Courtesy of HdL Companies

Tax Incentive Programs, Sales Tax Sharing Agreements

In recent years, especially since Proposition 13 in 1978, local discretionary (general purpose revenues) have become more scarce. At the same time, options and procedures for increasing revenues have become more limited. One outcome of this in many areas has been a greater competition for sales and use tax revenues. This has brought a rise in arrangements to encourage certain land use development with rebates and incentives which exploit California's odd origin sales tax sourcing rules.

The typical arrangement is a sales tax sharing agreement in which a city provides tax rebates to a company that agrees to expand their operations in the jurisdiction of the city. Under such an arrangement, the company generally agrees to make a specified amount of capital investment and create a specific number of jobs over a period of years in exchange for specified tax breaks, often property tax abatement or some sort of tax credit. In some cases, this has simply taken the form of a sales office, while customers and warehouses and the related economic activity are disbursed elsewhere in the state. In some cases the development takes the form of warehouses, in which the sales inventory, owned by the company, is housed.⁶

Current sales tax incentive agreements in California rebate amounts ranging from 50% to 85% of sales tax revenues back to the corporations.

Today, experts familiar with the industry believe that between 20% to 30% of local Bradley-Burns sales taxes paid by California consumers is diverted from local general funds back to corporations; over \$1 billion per year.

The Source of Origin Based Sourcing Problems

Where other than over-the-counter sales are concerned origin sourcing often causes a concentration of large amounts of tax revenue in one location, despite the fact that the economic activity and service impacts are also occurring in other locations.

The large amounts of revenue concentrated in a few locations by California's "warehouse rule" origin sourcing causes a concentration of revenue far in excess of the service costs associated with the development.

In order to lure jobs and tax revenues to their communities, some cities have entered into rebate agreements with corporations. This has grown to such a problem, that 20% to 30% of total local taxes paid statewide are being rebated back to corporations rather than funding public services.

Moving to Destination Sourcing: The Concept⁷

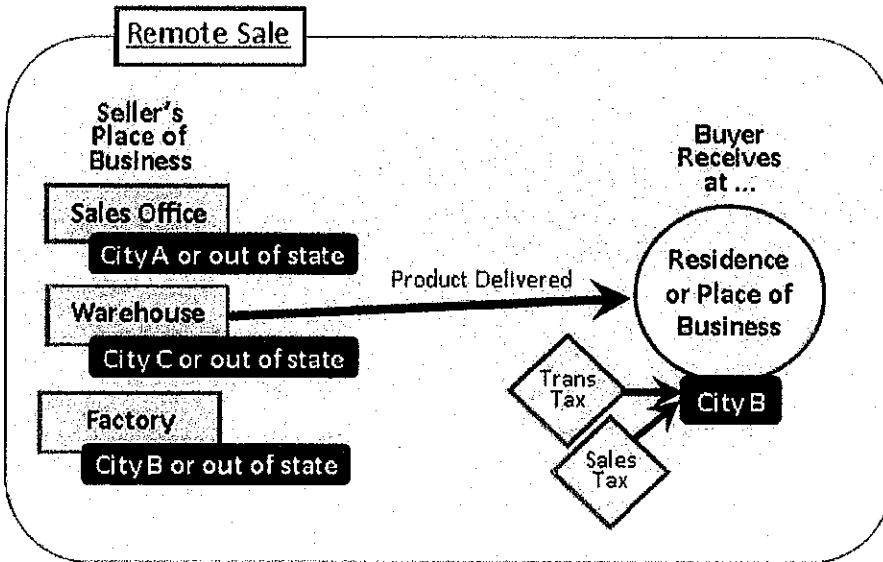
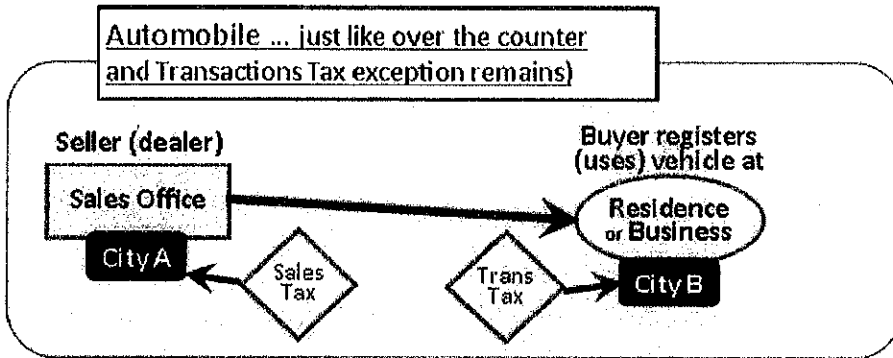
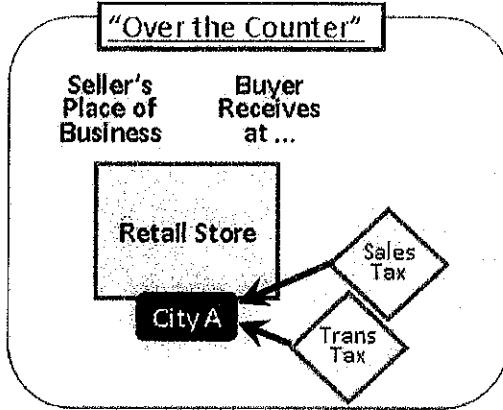
A change from origin sourcing rules to destination sourcing rules for the local tax component of California's sales tax would improve overall revenue collections and distribute these revenues more equitably among all of the areas involved in these transactions.

A change from origin based sourcing to destination based sourcing would have no effect on state tax collections. However, it would alter the allocations of local sales and use tax revenues among local agencies. Most retail transactions including dining, motor fuel purchases, and in-store purchases would not be affected. But in cases where the property is received by the purchaser in a different jurisdiction than where the sales agreement was negotiated, there would be a different allocation than under the current rules.

⁶ See Jennifer Carr, "Origin Sourcing and Tax Incentive Programs: An Unholy Alliance" Sales Tax Notes; May 27, 2013.

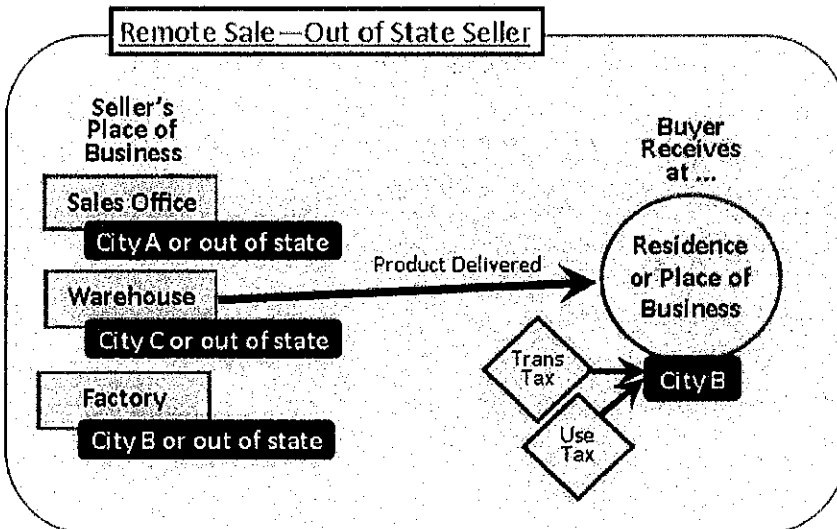
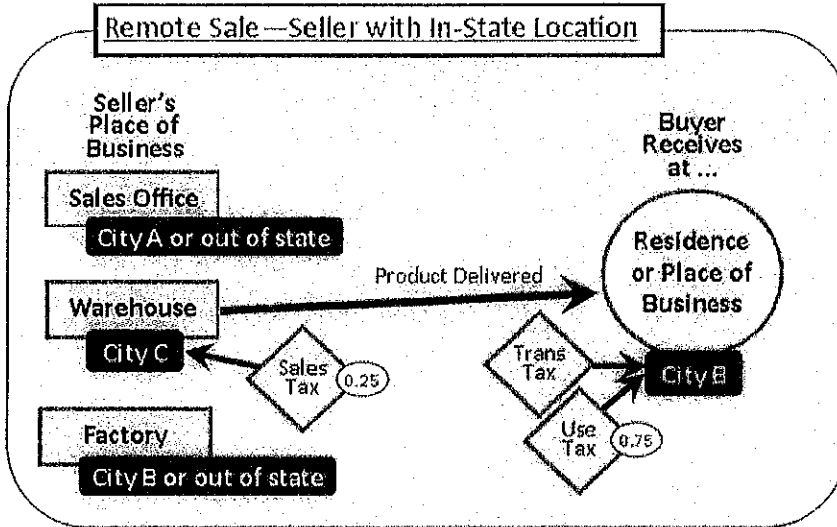
⁷ The same issues that are of concern regarding the local sales tax do not apply to California's Transactions and Use Taxes ("Add-on sales taxes") as these transactions, when not over the counter, are generally allocated to the location of use or, as in the case of vehicles, product registration. There is no need to alter the sourcing rules for transactions and use taxes.

Destination Sourcing Scenario 1: Full-On



Destination Sourcing Scenario 2: Split Source

- Same as now for “over the counter” and automobile.
- Leave 0.25% on current seller if instate (origin)
- Could be phased in.



mjgc

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES ("CAL CITIES")
CALLING ON THE STATE LEGISLATURE TO PASS LEGISLATION THAT PROVIDES
FOR A FAIR AND EQUITABLE DISTRIBUTION OF THE BRADLEY BURNS 1% LOCAL
SALES TAX FROM IN-STATE ONLINE PURCHASES, BASED ON DATA WHERE
PRODUCTS ARE SHIPPED TO, AND THAT RIGHTFULLY TAKES INTO
CONSIDERATION THE IMPACTS THAT FULFILLMENT CENTERS HAVE ON HOST
CITIES BUT ALSO PROVIDES A FAIR SHARE TO CALIFORNIA CITIES THAT DO NOT
AND/OR CANNOT HAVE A FULFILLMENT CENTER WITHIN THEIR JURISDICTION

WHEREAS, the 2018 U.S. Supreme Court decision in *Wayfair v. South Dakota* clarified that states could charge and collect tax on purchases even if the seller does not have a physical presence in the state; and

WHEREAS, California cities and counties collect 1% in Bradley Burns sales and use tax from the purchase of tangible personal property and rely on this revenue to provide critical public services such as police and fire protection; and

WHEREAS, in terms of "siting" the place of sale and determining which jurisdiction receives the 1% Bradley Burns local taxes for online sales, the California Department of Tax and Fee Administration (CDTFA) determines "out-of-state" online retailers as those with no presence in California that ship property from outside the state and are therefore subject to use tax, not sales tax, which is collected in a countywide pool of the jurisdiction where the property is shipped from; and

WHEREAS, for online retailers that have a presence in California and have a stock of goods in the state from which it fulfills orders, CDTFA considers the place of sale ("situs") as the location from which the goods were shipped such as a fulfillment center; and

WHEREAS, in early 2021, one of the state's largest online retailers shifted its ownership structure so that it is now considered both an in-state and out-of-state retailer, resulting in the sales tax this retailer generates from in-state sales now being ~~entirely~~ allocated to ~~the specific city~~ cities where the warehouse fulfillment centers ~~is-are~~ located as opposed to going into a countywide pools that ~~is are~~ shared with all jurisdictions in ~~those counties that County~~, as was done previously; and

WHEREAS, this all-or-nothing change for the allocation of in-state sales tax has created winners and losers amongst cities as the online sales tax revenue ~~from the retailer~~ that was once spread amongst all cities in countywide pools is now concentrated in select cities that host a fulfillment centers; and

WHEREAS, this has created a tremendous inequity amongst cities, in particular for cities that are built out, do not have space for siting ~~a 1 million square foot~~ fulfillment centers, are not located along a major travel corridor, or otherwise not ideally suited to host a fulfillment center; and

WHEREAS, this inequity affects cities statewide, but in particular those with specific circumstances such as no/low property tax cities that are extremely reliant on sales tax revenue as well as cities struggling to meet their Regional Housing Needs Allocation (RHNA) obligations that are being compelled by the State to rezone precious commercial parcels to residential; and

WHEREAS, the inequity produced by allocating in-state online sales tax revenue exclusively to cities with fulfillment centers is exasperated even more by, in addition to already reducing the amount of revenue going into the countywide pools, the cities with fulfillment centers are also receiving a larger share of the dwindling countywide pool as it is allocated based on cities' proportional share of sales tax collected; and

WHEREAS, while it is important to acknowledge that those cities that have fulfillment centers experience impacts from these activities and deserve equitable supplementary compensation, it should also be recognized that the neighboring cities whose residents are ordering products from ~~those that~~ centers now receive no Bradley Burns revenue ~~from the center's sales activity~~ despite also experiencing the impacts created by the m center, such as increased traffic and air pollution; and

WHEREAS, the COVID-19 pandemic greatly accelerated the public's shift towards online purchases, a trend that is unlikely to be reversed to pre-pandemic levels; and

NOW, THEREFORE, BE IT RESOLVED that Cal Cities calls on the State Legislature to pass legislation that provides for a fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to, and that rightfully takes into consideration the impacts that fulfillment centers have on host cities but also provides a fair share to California cities that do not and/or cannot have a fulfillment center within their jurisdiction.

2. **A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO PROVIDE NECESSARY FUNDING FOR CUPC TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE QAULITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETLY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUTT THE RAILROAD RIGHT-OF-WAY.**

Source: City of South Gate

Concurrence of five or more cities/city officials:

Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera

Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the California Public Utilities Commission for operational safety and maintenance; and

WHEREAS, the California Public Utilities Commission (CPUC) is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites; and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well a betterment to rail safety.

RESOLVED, at the League of California Cities, General Assembly, assembled at the League Annual Conference on September 24, 2021, in Sacramento, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.

Background Information to Resolution

Source: City of South Gate

Background:

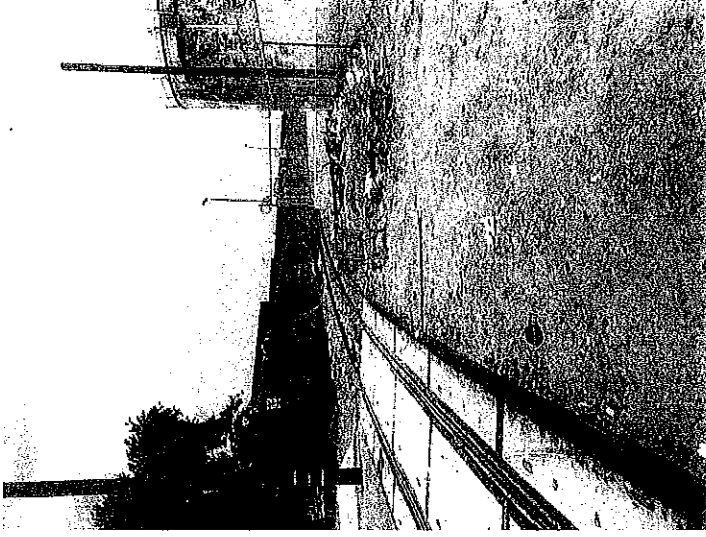
The State of California has over 6,000 miles of rail lines, with significant amount running through communities that are either economically disadvantaged and/or disadvantaged communities of color. While the Federal Railroad Administration (FRA) has primary oversight of rail operations, they delegate that obligation to the State of California for lines within our State. The administration of that oversight falls under the California Public Utilities Commission (CPUC). The CPUC has only 41 inspectors covering those 6,000 miles of railroad lines in the State of California. Their primary task is ensuring equipment, bridges and rail lines are operationally safe.

The right-of-way areas along the rail lines are becoming increasingly used for illegal dumping, graffiti and homeless encampments. Rail operators have admitted that they have insufficient funds set aside to clean up or sufficiently police these right-of-way areas, despite reporting a net income of over \$13 billion in 2020. CPUC budget does not provide the resources to oversee whether rail operators are properly managing the right-of-way itself.

The City of South Gate has three rail lines traversing through its city limits covering about 4 miles. These lines are open and inviting to individuals to conduct illegal dumping, graffiti buildings and structures along with inviting dozens of homeless encampments. As private property, Cities like ourselves cannot just go upon them to remove bulky items, trash, clean graffiti or remove encampments. We must call and arrange for either our staff to access the site or have the rail operator schedule a cleanup. This can take weeks to accomplish, in the meantime residents or businesses that are within a few hundred feet of the line must endure the blight and smell. Trash is often blown from the right-of-way into residential homes or into the streets. Encampments can be seen from the front doors of homes and businesses.

South Gate is a proud city of hard working-class residents, yet with a median household income of just \$50,246 or 65% of AMI for Los Angeles County, it does not have the financial resources to direct towards property maintenance of any commercial private property. The quality of life of communities like ours should not be degraded by the inactions or lack of funding by others. Cities such as South Gate receive no direct revenue from the rail operators, yet we deal with environmental impacts on a daily basis, whether by emissions, illegal dumping, graffiti or homeless encampments.

The State of California has record revenues to provide CPUC with funding nor only for safety oversight but ensuring right-of-way maintenance by operators is being managed properly. Rail Operators should be required to set aside sufficient annual funds to provide a regular cleanup of their right-of-way through the cities of California.



LETTERS OF CONCURRENCE
Resolution No. 2



City of BELL GARDENS

7100 Garfield Avenue • Bell Gardens, CA 90201 • 562-806-7700 • www.bellgardens.org

CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 21, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of Bell Gardens supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Marco Barcena at 562-7761 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Marco Barcena".

Marco Barcena
Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



City of
BELL GARDENS

7100 Garfield Avenue • Bell Gardens, CA 90201 • 562-806-7700 • www.bellgardens.org

CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 20, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

As a Councilwoman with the City of Bell Gardens, I support the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

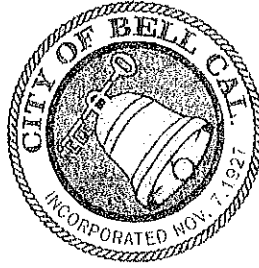
As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Lisseth Flores at (562) 806-7763 if you have any questions.

Sincerely,

Lisseth Flores

Lisseth Flores
Councilwoman

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 15, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The city of Bell supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Paul Philips, City Manager at 323-588-6211, if you have any questions.

Sincerely,

Alicia Romero
Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division,



CITY OF COMMERCE

July 20, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Railroad Oversight Annual Conference Resolution

President Walker:

The City of Commerce supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League of California Cities' ("League") 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially disadvantaged communities of color that are home to the State's freight rail lines. While I am supportive of the economic base the railroad industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Edgar Cisneros, City Manager, via email at ecisneros@ci.commerce.ca.us or at 323-722-4805, should you have any questions.

Sincerely,



Mayor Leonard Mendoza

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



CITY OF CUDAHY CALIFORNIA

Incorporated November 10, 1960

5220 Santa Ana Street
Cudahy, California 90201
(323)773-5143

July 21, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

Dear President Walker:

The City of Cudahy supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State; their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impacts of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. If you have any questions, please do not hesitate to call my office at 323-773-5143.

Sincerely,

A handwritten signature in black ink, appearing to read "Jose Gonzalez".

Jose Gonzalez
Mayor

CC: Chris Jeffers, City Manager, City of South Gate



City of El Segundo

Office of the Mayor

July 16, 2021

Elected Officials:

Drew Boyles,
Mayor
Chris Pimentel
Mayor Pro Tem
Carol Pirsztuk,
Council Member
Scott Nicol,
Council Member
Lance O'Roux,
Council Member
Tracy Weaver,
City Clerk
Matthew Robinson,
City Treasurer

Appointed Officials:

Scott Mitnick,
City Manager
Mark D. Hensley,
City Attorney

Department Directors:

Barbara Voss
Deputy City Manager
Joseph Lillo,
Finance
Chris Donovan,
Fire Chief
Charles Mallory,
Information Technology
Services
Melissa McCollum,
Community Services
Rebecca Redlyk,
Human Resources
Doris Cook,
Interim Development Services
Juanita Bermudez,
Interim Police Chief
Elias Sassoon,
Public Works

www.elsegundo.org
www.elsegundocalifornia.com
www.elsegundo100.org

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of El Segundo supports the Los Angeles County Division's City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increases blight, increases unhealthy sanitation issues, and negatively impacts our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact El Segundo Public Works Director Elias Sassoon at 310-524-2356, if you have any questions.

Sincerely,

Drew Boyles
Mayor of El Segundo

CC: City Council, City of El Segundo
Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org
Jeff Kleman, League Regional Public Affairs Manager (via email)

350 Main Street, El Segundo, California 90245-3813
Phone (310) 524-2302 Fax (310) 322-7137



CITY OF GLENDORA CITY HALL

(626) 914-8200

116 East Foothill Blvd., Glendora, California 91741
www.ci.glendora.ca.us

July 14, 2021

Cheryl Viegas Walker, President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

**SUBJECT: SUPPORT FOR THE CITY OF SOUTH GATE'S ANNUAL
CONFERENCE RESOLUTION**

Dear President Walker:

The City of Glendora is pleased to support the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League of California Cities' 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue that many communities, small and large, are experiencing along active transportation corridors, particularly rail lines. Given the importance and growth of the ports and logistics sector, and the economic support they provide, we need to do more to ensure that conflicts are appropriately addressed and mitigated to ensure they do not become attractive nuisances. Our cities are experiencing increasing amounts of illegal dumping (trash and debris) and the establishment of encampments by individuals experiencing homelessness along roadways, highways and rail lines. Such situations create unsafe conditions – safety, health and sanitation – that impact quality of life even as we collectively work to address this challenge in a coordinated and responsible manner.

As members of the League of California Cities, Glendora values the policy development process provided to the General Assembly and strongly support consideration of this issue. Your attention to this matter is greatly appreciated. Should you have any questions, please feel free to contact Adam Raymond, City Manager, at araymond@cityofglendora.org or (626) 914-8201.

Sincerely,

Karen K. Davis
Mayor

C: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

PRIDE OF THE FOOTHILLS



Office of the Mayor

July 21, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

Re: Resolution No. 2021-18 Supporting City of South Gate Annual Conference Resolution

President Walker:

The City of Huntington Park (City) supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. Enclosed is Resolution No. 2021-18 adopted by the City Council of the City of Huntington Park.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impacts of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively affect our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, Ricardo Reyes, at 323-582-6161, if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Graciela Ortiz".

Graciela Ortiz
Mayor, City of Huntington Park

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

Enclosure(s)



CITY OF LA MIRADA
DEDICATED TO SERVICE

13700 La Mirada Boulevard
La Mirada, California 90638
P.O. Box 828
La Mirada, California 90637-0828
Phone: (562) 943-0131 Fax: (562) 943-1464
www.cityoflamirada.org

July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, California 95814

**SUBJECT: LETTER OF SUPPORT FOR CITY OF SOUTH GATE'S PROPOSED
RESOLUTION AT CALCITIES ANNUAL CONFERENCE**

President Walker:

The City of La Mirada supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City of South Gate's resolution seeks to address a critical issue within communities that are home to the State's freight rail lines. While the City of La Mirada is supportive of the economic base the railroad industry serves to the State, the rail lines have become places where illegal dumping and a growing homeless population are significant problems. The negative impact of these illegal activities decreases the quality of life for the La Mirada community, increases blight and unhealthy sanitation issues, and negatively impacts the City's ability to meet State water quality standards under the MS4 permits.

As members of the League, the City of La Mirada values the policy development process provided to the General Assembly. We appreciate your consideration on this issue. Please feel free to contact Assistant City Manager Anne Haraksin at (562) 943-0131 if you have any questions.

Sincerely,

CITY OF LA MIRADA

Ed Eng
Mayor

cc: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

Ed Eng, EdD
Mayor

Anthony A. Otero, DPPD
Mayor Pro Tem

Steve De Ruse, D. Min.
Councilmember 6

John Lewis, Esq.
Councilmember

Andrew Sarega
Councilmember

Jeff Boynton
City Manager

July 22, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Support for City of South Gate Resolution—Cleanup Activities on Rail Operator Properties

Dear President Walker,

On behalf of the City of Long Beach, I write to support the City of South Gate's proposed resolution for the League of California Cities' (League) 2021 Annual Conference. This resolution seeks to direct the League to adopt a policy urging State and federal governments to increase oversight of rail operators' land maintenance. The City is a proponent of increased maintenance along railways and believes a League advocacy strategy would help expedite regional responses.

The COVID-19 pandemic has exacerbated the public health and safety concerns on rail rights-of-way, as trash, debris, and encampments have increased exponentially. These challenges erode the quality of life for our communities, increase blight, and contribute to public health and sanitation issues. To address these concerns, the City has engaged directly with regional partners to prioritize ongoing maintenance and cleanups, and has invested \$4 million in the Clean Long Beach Initiative as part of the City's Long Beach Recovery Act to advance economic recovery and public health in response to the COVID-19 pandemic.

The City of South Gate's proposed resolution would further advance these efforts for interjurisdictional coordination. The increased oversight proposed by the resolution will help support better coordination and additional resources to address illegal dumping and encampments along private rail operator property. This is a critical measure to advance public health and uplift our most vulnerable communities. For these reasons, the City supports the proposed League resolution.

Sincerely,



THOMAS B. MODICA
City Manager

cc: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



OFFICE OF THE
MAYOR
MARISELA SANTANA

City of
LYNWOOD

Incorporated 1921

11330 Bullis Road, Lynwood, CA 90262
 (310) 603-0220 x 200



CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 20, 2021

Cheryl Viegas Walker
 President
 League of California Cities
 1400 K Street, Suite 400
 Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of Lynwood supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. These impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League our city values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Ernie Hernandez at (310) 603-0220 ext. 200, if you have any questions.

Sincerely,

Marisela Santana, Mayor

CC: Blanca Pacheco, President, Los Angeles County Division c/o
 Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: Resolution in Support of City of South Gate Annual Conference Resolution

President Walker:

The City of Montebello (City) supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. Attached is the Resolution to be considered for adoption by the City Council of the City of Montebello at our July 28, 2021, City Council meeting.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State, their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact our City Manager, René Bobadilla, at 323-887-1200, if you have any questions.

Sincerely,

Kimberly Cobos-Cawthorne
Mayor, City of Montebello

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org



BRENDA CLMOS
Mayor

VILMA CUELLAR STALLINGS
Vice Mayor

ISABEL AGUAYO
Councilmember

LAURIE GUILLEN
Councilmember

PEGGY LEMONS
Councilmember

July 19, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: SUPPORT FOR ANNUAL LEAGUE OF CITIES CONFERENCE GENERAL ASSEMBLY RESOLUTION

President Walker:

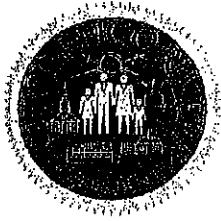
The City of Paramount supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento. The proposed resolution is attached

South Gate's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantage communities of color that are home to the State's freight rail lines. While supportive of the economic boon the freight industry serves to the State, their rail line rights of way have often become places where illegal dumping is a constant problem and where our growing homeless populations reside. The impact of these activities further erode the quality of life for our communities, increase blight, increase unhealthy sanitation issues and negatively impact our ability to meet State water quality standards under the MS4 permits.

As a member of the California League of Cities, the City of Paramount values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact City Manager John Moreno at (562) 220-2222 if you have any questions.

Dedicated to providing fiscally responsible services that maintain a vibrant community.

16400 Colorado Avenue • Paramount, CA 90723-5012 • Ph: 562-220-2000 • paramountcity.com
[facebook.com/CityofParamount](https://www.facebook.com/CityofParamount) | [Instagram.com/paramount_posts](https://www.instagram.com/paramount_posts) | [youtube.com/CityofParamount](https://www.youtube.com/CityofParamount)



Steve Carmona
City Manager

City of Pico Rivera
OFFICE OF THE CITY MANAGER

6615 Passons Boulevard · Pico Rivera, California 90660

(562) 801-4371

Web: www.pico-rivera.org e-mail: scastro@pico-rivera.org

City Council

Raul Elias

Mayor

Dr. Monica Sánchez

Mayor Pro Tem

Gustavo V. Camacho

Councilmember

Andrew C. Lara

Councilmember

Erik Lutz

Councilmember

CITY OF SOUTH GATE ANNUAL CONFERENCE RESOLUTION

July 14, 2021

Cheryl Viegas Walker
President
League of California Cities
1400 K Street, Suite 400
Sacramento, CA 95814

RE: City of South Gate Annual Conference Resolution

President Walker:

The City of Pico Rivera supports the City of South Gate's effort to submit a resolution for consideration by the General Assembly at the League's 2021 Annual Conference in Sacramento.

The City's resolution seeks to address a critical issue within communities, especially those of economic disadvantage and disadvantaged communities of color that are home to the State's freight rail lines. While supportive of the economic base the industry serves to the State; their rail lines have often become places where illegal dumping is a constant problem and our growing homeless population call home. The impact of these activities further erodes the quality of life for our communities, increases blight, increases unhealthy sanitation issues, and negatively impacts our ability to meet State water quality standards under the MS4 permits.

As members of the League, our City values the policy development process provided to the General Assembly. We appreciate your time on this issue. Please feel free to contact Steve Carmona at (562) 801-4405 if you have any questions.

Sincerely,

City Manager
City of Pico Rivera

CC: Blanca Pacheco, President, Los Angeles County Division c/o
Jennifer Quan, Executive Director, Los Angeles County Division, jquan@cacities.org

League of California Cities Staff Analysis on Resolution No. 2

Staff: Damon Conklin, Legislative Affairs, Lobbyist
Jason Rhine, Assistant Director, Legislative Affairs
Caroline Cirrincione, Policy Analyst

Committees: Transportation, Communications, and Public Works
Housing, Community, and Economic Development

Summary:

The City of South Gate submits this resolution, which states the League of California Cities should urge the Governor and the Legislature to provide adequate regulatory authority and necessary funding to assist cities with railroad right-of-way areas to address illegal dumping, graffiti, and homeless encampments that proliferate along the rail lines and result in public safety issues.

Background:

California Public Utilities Commission (CPUC) Railroad Oversight

The CPUC's statewide railroad safety responsibilities are carried out through its Rail Safety Division (RSD). The Railroad Operations and Safety Branch (ROSB), a unit of RSD, enforces state and federal railroad safety laws and regulations governing freight and passenger rail in California.

The ROSB protects California communities and railroad employees from unsafe practices on freight and passenger railroads by enforcing rail safety laws, rules, and regulations. The ROSB also performs inspections to identify and mitigate risks and potential safety hazards before they create dangerous conditions. ROSB rail safety inspectors investigate rail accidents and safety-related complaints and recommend safety improvements to the CPUC, railroads, and the federal government as appropriate.

Within the ROSB, the CPUC employs 41 inspectors who are federally certified in the five Federal Railroad Administration (FRA) railroad disciplines, including hazardous materials, motive power and equipment, operations, signal and train control, and track. These inspectors perform regular inspections, focused inspections, accident investigations, security inspections, and complaint investigations. In addition, the inspectors address safety risks that, while not violations of regulatory requirements, pose potential risks to public or railroad employee safety.

CPUC's Ability to Address Homelessness on Railroads

Homeless individuals and encampments have occupied many locations in California near railroad tracks. This poses an increased safety risk to these homeless individuals of being struck by trains. Also, homeless encampments often create unsafe work environments for railroad and agency personnel.

While CPUC cannot compel homeless individuals to vacate railroad rights-of-way or create shelter for homeless individuals, it has the regulatory authority to enforce measures that can reduce some safety issues created by homeless encampments. The disposal of waste materials or other disturbances of walkways by homeless individuals can create tripping hazards in the vicinity of railroad rights-of-way. This would cause violations of Commission GO 118-A, which sets standards for walkway surfaces alongside railroad tracks. Similarly, tents, wooden structures, and miscellaneous debris in homeless encampments can create violations of

Commission GO 26-D, which sets clearance standards between railroad tracks, and structures and obstructions adjacent to tracks.

Homelessness in California

According to the 2020 Annual Homeless Assessment Report (AHAR) to Congress, there has been an increase in unsheltered individuals since 2019. More than half (51 percent or 113,660 people) of all unsheltered homeless people in the United States are found in California, about four times as high as their share of the overall United States population.

Many metro areas in California lack an adequate supply of affordable housing. This housing shortage has contributed to an increase in homelessness that has spread to railroad rights-of-way. Homeless encampments along railroad right-of-way increase the incidents of illegal dumping and unauthorized access and trespassing activities. Other impacts include train service reliability with debris strikes, near-misses, and trespasser injuries/fatalities. As of April 2021, there have been 136 deaths and 117 injuries reported by the Federal Railroad Administration over the past year. These casualties are directly associated with individuals who trespassed on the railroad.

Cities across the state are expending resources reacting to service disruptions located on the railroad's private property. It can be argued that an increase in investments and services to manage and maintain the railroad's right-of-way will reduce incidents, thus enhancing public safety, environmental quality, and impacts on the local community.

State Budget Allocations – Homelessness

The approved State Budget includes a homelessness package of \$12 billion. This consists of a commitment of \$1 billion per year for direct and flexible funding to cities and counties to address homelessness. While some details related to funding allocations and reporting requirements remain unclear, Governor Newsom signed AB 140 in July, which details key budget allocations, such as:

- \$2 billion in aid to counties, large cities, and Continuums of Care through the Homeless Housing, Assistance and Prevention grant program (HHAP);
- \$50 million for Encampment Resolution Grants, which will help local governments resolve critical encampments and transitioning individuals into permanent housing; and
- \$2.7 million in onetime funding for Caltrans Encampment Coordinators to mitigate safety risks at encampments on state property and to coordinate with local partners to connect these individuals to services and housing.

The Legislature additionally provided \$2.2 billion specifically for Homekey with \$1 billion available immediately. This funding will help local governments transition individuals from Project Roomkey sites into permanent housing to minimize the number of occupants who exit into unsheltered homelessness.

With regards to this resolution, the State Budget also included \$1.1 billion to clean trash and graffiti from highways, roads, and other public spaces by partnering with local governments to pick up trash and beautify downtowns, freeways, and neighborhoods across California. The program is expected to generate up to 11,000 jobs over three years.

Cities Railroad Authority

A city must receive authorization from the railroad operator before addressing the impacts made by homeless encampments because of the location on the private property. Additionally, the city

must coordinate with the railroad company to get a flagman to oversee the safety of the work crews, social workers, and police while on the railroad tracks.

A city may elect to declare the encampment as a public nuisance area, which would allow the city to clean up the areas at the railroad company's expense for failing to maintain the tracks and right-of-way. Some cities are looking to increase pressure on railroad operators for not addressing the various homeless encampments, which are presenting public safety and health concerns.

Courts have looked to compel railroad companies to increase their efforts to address homeless encampments on their railroads or grant a local authority's application for an Inspection and Abatement Warrant, which would allow city staff to legally enter private property and abate a public nuisance or dangerous conditions.

In limited circumstances, some cities have negotiated Memoranda of Understandings (MOU) with railroad companies to provide graffiti abatement, trash, and debris removal located in the right-of-way, and clean-ups of homeless encampments. These MOUs also include local law enforcement agencies to enforce illegally parked vehicles and trespassing in the railroad's right-of-way. MOUs also detailed shared responsibility and costs of providing security and trash clean-up. In cases where trespassing or encampments are observed, the local public works agency and law enforcement agency are notified and take the appropriate measures to remove the trespassers or provide clean-up with the railroad covering expenses outlined in the MOU.

Absent an MOU detailing shared maintenance, enforcement, and expenses, cities do not have the authority to unilaterally abate graffiti or clean-up trash on a railroad's right-of-way.

Fiscal Impact:

If the League of California Cities were to secure funding from the state for railroad clean-up activities, cities could potentially save money in addressing these issues themselves or through an MOU, as detailed above. This funding could also save railroad operators money in addressing concerns raised by municipalities about illegal dumping, graffiti, and homeless encampments along railroads.

Conversely, if the League of California Cities is unable to secure this funding through the Legislature or the Governor, cities may need to consider alternative methods, as detailed above, which may include significant costs.

Existing League Policy:

Public Safety:

Graffiti

The League supports increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.

Transportation, Communications, and Public Works

Transportation

The League supports efforts to improve the California Public Utilities Commission's ability to respond to and investigate significant transportation accidents in a public and timely manner to improve rail shipment, railroad, aviation, marine, highway, and pipeline safety

Housing, Community, and Economic Development

Housing for Homeless

Homelessness is a statewide problem that disproportionately impacts specific communities. The state should make funding and other resources, including enriched services, and outreach and case managers, available to help assure that local governments have the capacity to address the needs of the homeless in their communities, including resources for regional collaborations.

Homeless housing is an issue that eludes a statewide, one-size-fits-all solution, and collaboration between local jurisdictions should be encouraged.

Staff Comments:

Clarifying Amendments

Upon review of the Resolution, Cal Cities staff recommends technical amendments to provide greater clarity. To review the proposed changes, please see Attachment A.

The committee may also wish to consider clarifying language around regulatory authority and funding to assist cities with these efforts. The resolution asks that new investments from the state be sent to the CPUC to increase their role in managing and maintaining railroad rights-of-ways and potentially to cities to expand their new responsibility.

The committee may wish to specify MOUs as an existing mechanism for cities to collaborate and agree with railroad operators and the CPUC on shared responsibilities and costs.

Support:

The following letters of concurrence were received:

City of Bell Gardens

City of Bell

City of Commerce

City of Cudahy

City of El Segundo

City of Glendora

City of La Mirada

City of Paramount

City of Pico Rivera

City of Huntington Park

City of Long Beach

City of Lynwood

City of Montebello

ATTACHMENT A

2. A RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO ~~PROVIDE NECESSARY~~ NECESSARY FUNDING FOR ~~CLPC~~ THE CALIFORNIA PUBLIC UTILITIES COMMISSION (CPUC) TO FUFILL ITS OBLIGATION TO INSPECT RAILROAD LINES TO ENSURE THAT OPERATORS ARE REMOVING ILLEGAL DUMPING, GRAFFITI AND HOMELESS ENCAMPMENTS THAT DEGRADE THE ~~QAULTY~~ QUALITY OF LIFE AND RESULTS IN INCREASED PUBLIC SAFETY SAFETY CONCERNS FOR COMMUNITIES AND NEIGHBORHOODS THAT ABUT THE RAILROAD RIGHT-OF-WAY.

Source: City of South Gate

Concurrence of five or more cities/city officials

Cities: City of Bell Gardens; City of Bell; City of Commerce; City of Cudahy; City of El Segundo; City of Glendora; City of Huntington Park; City of La Mirada; City of Long Beach; City of Lynwood; City of Montebello; City of Paramount; City of Pico Rivera

Referred to: Housing, Community and Economic Development; and Transportation, Communications and Public Works

WHEREAS, ensuring the quality of life for communities falls upon every local government including that blight and other health impacting activities are addressed in a timely manner by private property owners within its jurisdictional boundaries for their citizens, businesses and institutions; and

WHEREAS, Railroad Operators own nearly 6,000 miles of rail right-of-way throughout the State of California which is regulated by the Federal Railroad Administration and/or the California Public Utilities Commission CPUC for operational safety and maintenance; and

WHEREAS, the California Public Utilities Commission (CPUC) is the enforcing agency for railroad safety in the State of California and has 41 inspectors assigned throughout the entire State to inspect and enforce regulatory compliance over thousands of miles of rail line; and

WHEREAS, areas with rail line right-of-way within cities and unincorporated areas are generally located in economically disadvantaged zones and/or disadvantaged communities of color where the impact of blight further lowers property values and increases the likelihood of unsound sanitary conditions and environmental impacts upon them; and

WHEREAS, many communities are seeing an increase in illegal dumping, graffiti upon infrastructure and homeless encampments due to the lax and inadequate oversight by regulatory agencies; and

WHEREAS, local governments have no oversight or regulatory authority to require operators to better maintain and clean their properties as it would with any other private property owner within its jurisdictional boundaries. Thus such local communities often resort to spending their local tax dollars on cleanup activities or are forced to accept the delayed and untimely response by operators to cleaning up specific sites, and;

WHEREAS, that railroad operators should be able to provide local communities with a fixed schedule in which their property will be inspected and cleaned up on a reasonable and regular schedule or provide for a mechanism where they partner with and reimburse local governments for an agreed upon work program where the local government is enabled to remove items like illegal dumping, graffiti and encampments; and

WHEREAS, the State has made it a priority to deal with homeless individuals and the impacts illegal encampments have upon those communities and has a budgetary surplus that can help fund the CPUC in better dealing with this situation in both a humane manner as well as a betterment to rail safety.

RESOLVED, at the League of California Cities, General Assembly, assembled at the League Cal Cities Annual Conference on September 24, 2021, in Sacramento, that the Cal Cities League calls for the Governor and the Legislature to work with the Cal Cities League and other stakeholders to provide adequate regulatory authority and necessary funding to assist cities with these railroad right-of-way areas so as to adequately deal with illegal dumping, graffiti and homeless encampments that proliferate along the rail lines and result in public safety issues. The Cal Cities League will work with its member cities to educate federal and state officials to the quality of life and health impacts this challenge has upon local communities, especially those of color and/or environmental and economic hardships.



**LEAGUE OF
CALIFORNIA
CITIES**

PROPOSED BYLAWS AMENDMENTS

***2021 Annual Conference
Sacramento, CA***

***General Assembly
September 24, 2021***



LEAGUE OF
**CALIFORNIA
CITIES**

**2020-2021
CAL CITIES OFFICERS**

President

Cheryl Viegas Walker
Mayor,
El Centro

First Vice President

Cindy Silva
Council Member,
Walnut Creek

Second Vice President

All Taj
Council Member,
Artesia

Immediate Past President

John F. Dunbar
Mayor,
Yountville

**Executive Director
and CEO**

Carolyn M. Coleman

To: Cal Cities General Assembly
From: Cheryl Viegas Walker, President
Carolyn Coleman, Executive Director
Date: September 2021
Re: Proposed Cal Cities Bylaws Amendments

On August 17, 2021, the League of California Cities (Cal Cities) Board of Directors (Board) voted to present proposed bylaws amendments to the General Assembly at the 2021 Cal Cities' Annual Conference. This document describes the background of the proposed amendments, summarizes the proposed amendments, and explains the procedure for adopting amendments to the bylaws.

Background

Beginning in 2017, the Board directed Cal Cities to undertake a strategic planning process that resulted in the adoption of the "Powering Up for California Cities Strategic Growth Plan 2018-2021" (Strategic Growth Plan). The Strategic Growth Plan set forth goals to enhance Cal Cities' governance to: (a) achieve even higher levels of engagement and effectiveness; (b) ensure optimal engagement by members and their effectiveness in supporting fulfillment of Cal Cities' mission; and (c) ensure the pathway to leadership is transparent and inclusive.

In furtherance of its governance goals, the Board engaged an association governance consultant (Consultant) to evaluate the Cal Cities governance system and make recommendations for enhancing Cal Cities' governance. The Consultant gathered and considered input from more than 350 Cal Cities members through advisory groups, roundtable discussions, interviews, and surveys. On July 8, 2021, the Consultant produced a report (Governance Report) detailing 49 recommendations to the Board to deepen the engagement of Cal Cities' Member Cities and ensure Cal Cities' governance is operating at peak performance.

The Governance Report included findings indicating that Cal Cities is a strong organization, with a high level of member engagement, but also highlighted opportunities for Cal Cities to enhance its governance. The opportunities for enhancement included: (a) improving the clarity, ease, and consistency in how the governance system works; (b) clarifying the guidelines for position qualifications and performance expectations; (c) identifying ways to deepen member engagement and enhance the quality of the experience of involvement; and (d) ensuring Cal Cities has an intentional, consistent organizational culture at all levels of the governance system.

The findings and recommendations from the report were presented at the July Cal Cities Board meeting, and following a robust exchange of ideas and input, the Board decided to move forward with many of the recommendations, referred other recommendations to a Board subcommittee for further study, and deferred consideration of still other recommendations. Two of the approved recommendations adopted by the Board require bylaws amendments; specifically, the recommendations to adjust the composition of the Board, and fully recognize the Diversity Caucuses in the Cal Cities bylaws.¹

In addition to governance goals, the Strategic Growth Plan also set forth goals to increase the visibility of Cal Cities to: (a) ensure that Cal Cities conveys a strong and consistent brand to all audiences; and (b) elevate the voice of Cal Cities across all channels, including media, on priority issues for California cities. In furtherance of its visibility goals, Cal Cities adopted the abbreviated moniker “Cal Cities” to identify and differentiate Cal Cities as the voice of California cities on priority issues. To promote consistency, the Cal Cities bylaws should be amended to change the League of California Cities’ moniker to Cal Cities.

Finally, in reviewing the Cal Cities bylaws amendments staff identified various minor technical corrections to the bylaws.

Summary of Amendments

At this time, the Board recommends for adoption the following amendments to the bylaws:

1. Adjust the composition of the Board to achieve a higher impact and be more representative by adding Director seats to the Board for each of the five Diversity Caucuses, and transitioning members of the National League of Cities Board from Cal Cities Directors to one non-voting advisor to the Cal Cities Board.
2. Recognize the Cal Cities Diversity Caucuses in the Cal Cities bylaws to reflect the full contribution the caucuses make to Cal Cities’ mission and vision.
3. Update the League of California Cities’ moniker to Cal Cities.
4. Make various minor technical corrections.

While the work to enhance Cal Cities’ governance is a process that will be implemented in phases over several years, the Board believes these proposed amendments constitute an important first step towards ensuring Cal Cities’ governance is operating at peak performance.

¹ Cal Cities Diversity Caucuses are currently recognized through Board Policy. See page 35 of the Board Manual, available at [https://www.calcities.org/docs/default-source/default-document-library/2016-board-manual-\(b15\).pdf](https://www.calcities.org/docs/default-source/default-document-library/2016-board-manual-(b15).pdf).

Procedure for Amending the Cal Cities Bylaws

Amendments to the Cal Cities bylaws may be proposed by the Cal Cities Board and may be adopted: (a) by vote of the Cal Cities General Assembly, or (a) by mail ballot to member cities.² In this case, the amendments will be considered by the General Assembly. Bylaws amendments need to be approved by 2/3 of those voting,³ and the number that constitutes 2/3 of those voting (1) cannot be less than a majority of the voting delegates present if there is a quorum at the time the vote is taken,⁴ or (2) cannot be less than a majority of a quorum if the meeting started with a quorum but a quorum is not present when the vote is taken.⁵

If approved by the General Assembly, the amendments to the bylaws will go into effect after the expiration of a 60-day protest period.⁶ If, within 60 days after the adoption of the amendments, one-third or more of the Member Cities submit a written protest against the amendments, the amendments are automatically suspended until the next Annual Conference, when they may be taken up again for reconsideration and vote.⁷

² Article XVI, Section 1.

³ Article XVI, Section 2.

⁴ Cal. Corp. Code 7512, subd. (a).

⁵ Cal. Corp. Code 7512, subd. (d).

⁶ Article XVI, section 6.

⁷ Article XVI, section 7.

RESOLUTION RELATING TO AMENDMENTS TO THE CAL CITIES BYLAWS
(2/3 vote at General Assembly required to approve)

Source: League of California Cities Board of Directors

WHEREAS, the League of California Cities (Cal Cities) is a nonprofit mutual benefit corporation under California law and, as such, is governed by corporate bylaws; and

WHEREAS, the Cal Cities Board of Directors (Board) periodically reviews the Cal Cities bylaws for issues of clarity, practicality, compliance with current laws, and responsiveness to membership needs and interests; and

WHEREAS, beginning in 2017, the Board directed Cal Cities to undertake a strategic planning process that resulted in the adoption of the "Powering Up for California Cities Strategic Growth Plan 2018-2021" (Strategic Growth Plan); and

WHEREAS, the Strategic Growth Plan set forth goals to enhance Cal Cities' governance to: (a) achieve even higher levels of engagement and effectiveness; (b) ensure optimal engagement by members and effectiveness in supporting fulfillment of the Cal Cities' mission; and (c) ensure the pathway to leadership is transparent and inclusive; and

WHEREAS, in furtherance of its governance goals, the Board engaged an expert in association governance (Consultant) who gathered and considered input from more than 350 Cal Cities members through advisory groups, roundtable discussions, interviews, and surveys to evaluate the Cal Cities governance system and make recommendations for enhancing Cal Cities' governance; and

WHEREAS, the Board approved certain recommendations made by the Consultant as a result of that governance assessment, which identified amendments to the bylaws that: (a) fully recognize the Cal Cities diversity caucuses; and (b) adjust the composition of the Board by adding Director seats to the Board for each of the five caucuses, and transitioning members of the National League of Cities Board from Cal Cities Directors to one non-voting advisor to the Board; and

WHEREAS, Corporations Code section 7222(c) provides that a bylaws amendment that reduces the number of directors or the number of classes of directors does not remove any director prior to the expiration of the director's term of office; and

WHEREAS, the Directors currently serving as Directors of Cal Cities by virtue of their service as Directors on the National League of Cities Board will continue to serve on the Cal Cities Board until the expiration of their terms and the bylaws amendment providing for one non-voting advisor to the Cal Cities Board to be appointed if members of the National League of Cities Board of Directors hold an office in a Member City will not become effective until December 1, 2022; and

WHEREAS, the Strategic Growth Plan also set forth goals to increase the visibility of Cal Cities to: (a) ensure that Cal Cities conveys a strong and consistent brand to all audience; and (b) elevate the voice of Cal Cities across all channels, including media, on priority issues for California cities; and

WHEREAS, in furtherance of its visibility goals, the Board engaged a strategic communications expert to work alongside Cal Cities staff to assess the Cal Cities' brand; and

WHEREAS, that assessment indicated that numerous abbreviations for the "League of California Cities" were diluting its brand; and

WHEREAS, Cal Cities thus adopted the abbreviated moniker "Cal Cities" to identify and differentiate Cal Cities across all channels, including media, as the voice of California cities on priority issues; and

WHEREAS, the Cal Cities Board offers the following proposed amendments and additions to the bylaws, as summarized in the attached Summary of Proposed Bylaw Changes, and as set forth in full in the attached redlined version of the bylaws referenced below, both of which are hereby incorporated by reference, which (1) fully recognize the Cal Cities Diversity Caucuses in the Cal Cities bylaws; (2) adjust the composition of the Board by adding Director seats to the Board for each of the five caucuses, and transitioning members of the National League of Cities Board from Cal Cities Directors to one non-voting advisor to the Board; (3) change the League of California Cities' moniker to Cal Cities; and (4) make various minor technical corrections; and

now therefore, be it

RESOLVED, by the General Assembly of the League of California Cities assembled during the Annual Conference in Sacramento on September 24, 2021, that Cal Cities makes the specified changes to the Cal Cities bylaws set forth in full in the attached redlined version of the bylaws, and as summarized in the attached Summary of Proposed Bylaws Changes.

See ATTACHMENT 1 for a summary of the proposed bylaws changes.

See ATTACHMENT 2 for full redlined version of the proposed changes to the bylaws.

ATTACHMENT 1
Summary of Proposed Bylaws Changes

Summary of Proposed Bylaws Changes

1. Fully Recognize the Cal Cities Diversity Caucuses in the Cal Cities Bylaws.

- Add a new Article XI, formally recognizing the caucuses in the bylaws consistent with how departments and divisions are recognized. Provide default rules for caucus structure and process where the caucuses do not have bylaws or where caucus bylaws are silent.

- Make conforming changes as follows:
 - Amend Article VI, Section 3, Subdivisions (a) and (b) to allow for one elected official from each caucus to be appointed to the resolutions committee by their respective caucus, or by the Cal Cities President in the event a caucus does not make its appointment.
 - Amend Article VII, Section 10, Subdivision (c) to provide that one member of each standing policy committee shall be appointed by each caucus president.
 - Amend new Article XII (formerly, Article XI), Section 1, Subdivision (a) to specify that a majority of the members of a caucus constitutes a quorum for the purpose of making decisions.
 - Amend new Article XII (formerly, Article XI), Section 2, Subdivision (a) to provide that all voting in a caucus meeting is by voice vote.
 - Amend new Article XII (formerly, Article XI), Section 4 to provide that representatives of each Member City present and in good standing at a caucus meeting collectively cast one vote, except as otherwise provided in caucus bylaws.
 - Amend new Article XII (formerly, Article XI), Section 5, Subdivision (d) to allow caucuses to use mail balloting as specified in their bylaws.
 - Amend Article XIII (formerly, Article XII), Section 1, Subdivision (a) to provide that persons must officially be in city service in a Member City in order to be eligible to hold office in a caucus.
 - Amend Article XIII (formerly, Article XII), Section 2, Subdivisions (c) and (d) to clarify the effective date of a caucus office resignation or vacancy.
 - Amend Article XIV (formerly, Article XIII), Section 2, Subdivision (b) to provide that a copy of Cal Cities' budget shall be sent to each caucus president who shall make it available to caucus members.

- Amend Article XVI (formerly, Article XV), Section 5 to provide that Robert's Rules of Order or other parliamentary rules adopted by the Cal Cities Board shall prevail at caucus meetings.

2. Adjust the Composition of the Board.

- **Add directors from each diversity caucus:**

- Amend Article VII, Section 2, Subdivision (d) to add one director from each of the five caucuses to the Board for a term of two years.
- Make conforming changes to the following sections:
 - Amend Article VII, Section 3, to stagger the terms of the caucus directors so that the terms of approximately one-half of the Board continue to expire each year. Provide that the terms for the directors from the African American, Asian Pacific Islander, and LGBTQ caucuses expire in even-numbered years, and terms of the directors from the Latino and Women's caucuses expire in odd-numbered years.
 - Amend Article VII, Section 4, Subdivision (c) to provide that the initial caucus director shall either be the caucus president or another caucus member appointed by the caucus president, and thereafter, that caucus directors are to be elected by their caucuses.
 - Amend Article VII, Section 4, new Subdivision (f) (formerly Subdivision (e)) to provide that newly created caucuses can elect a representative to the Board.
 - Amend Article VII, Section 6, Subdivision (c) to provide that, if a vacancy occurs in a caucus directorship, the caucus officers may elect a new director.

- **Transition members of the National League of Cities (NLC) Board of Directors from Cal Cities Directors to one non-voting advisor to the Board:**

- Delete Article VII, Section 2, Subdivision (e) which provides that directors on the NLC Board who hold an office in a Member City are directors on the Cal Cities Board, and make a conforming change as follows:
 - Delete the language from Article VII, Section 2, Subdivision (g) which provides that directors that sit on the Cal Cities Board by virtue of their directorship on the NLC Board shall serve until their terms on the NLC Board conclude.

- Add new Section 17 to Article VII to provide that effective December 1, 2022 (after the terms of the currently serving NLC Board directors expire), if members of the NLC Board hold office in a Member City, no more than one such member shall be appointed by the Cal Cities President to serve as a non-voting advisor to the Cal Cities Board for a term that coincides with their service on the NLC Board. Provide further that such non-voting advisor shall be invited to attend regularly-scheduled Board meetings, but shall not attend emergency meetings and/or closed/executive sessions unless otherwise determined by the Board.

- 3. **Change the League of California Cities Moniker.** Amend Article I, Section 1 to read, “This corporation is the League of California Cities (~~the League~~) (Cal Cities)” and make conforming changes to replace “League” with “Cal Cities” throughout the entirety of the bylaws.

- 4. **Make Technical Corrections.**
 - Amend the following sections of the bylaws to correct technical errors and typos:
 - Article I, Section 3: change “to” to “do”
 - Article II, Section 2(a): change “Advocate legislation” to “Advocate for legislation”
 - Article II, Section 2(g): change “member cities” to “Member Cities”
 - Article III, Section 3: change “state and federal laws” to “state or federal laws”
 - Article V, Section 3(b): changed “Designating” to “Designated”
 - Article VI: clarify that “Petitioned Resolutions” is a defined term in Section 2 and capitalize “Petitioned Resolutions” in Section 4(a), Section 5(f), and Section 5(g)
 - Article VI, Section 5(d): change “late” to “later”
 - Article VII, Section 4(d): change “organization” to “organizational”
 - Article VII, Section 4(f): add “the” before “nominating committee”
 - Article VII, Section 10(c)(ii): capitalize “President”
 - Article IX, Section 7(c)(ii): correct cross-reference from 4(d) to 4(e)
 - Article X, Section 2(c): change “two years established” to “two years as established”
 - Article X, Section 2(d): capitalize “Director”
 - Article XII, Section 4: change “representatives” to “representative” and “cast” to “casts”
 - Article XVI, Section 5: add “and applicable law”
 - Article XVIII, Section 3(c): correct cross-reference from “Article XI” to “Article XII”
 - Article XII, Section 2(b): change “three or Member Cities” to “three or more Member Cities”

ATTACHMENT 2
Full Redlined Version of Proposed Changes to Bylaws

Bylaws for the League of California Cities

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Bylaws for the League of California Cities¹

Article I: General

Section 1: Corporation Name.

This corporation is the League of California Cities (~~Cal Cities~~the League).

Section 2: Offices.

The principal office of this corporation shall be located in Sacramento, California. The ~~League-Cal Cities~~ Board of Directors (~~League-Cal Cities~~ Board) may establish such other ~~League-Cal Cities~~ offices as it deems necessary to the effective conduct of ~~League-Cal Cities~~ programs.

Section 3: Compliance with Governing Laws.

In all matters not specified in these bylaws, or in the event these bylaws ~~do~~ not comply with applicable law, the California Nonprofit Corporation Law applies.

Article II: Purpose and Objectives

Section 1: General.

~~The League's~~Cal Cities' purpose is to strengthen and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

Section 2: Objectives.

~~The League's~~Cal Cities' objectives are the following:

- (a) Advocate for legislation that results in benefits to Member Cities,
- (b) Communicate to Member Cities and the public on issues related to the general welfare of citizens in California cities,
- (c) Pursue strong intergovernmental relationships to promote the well being of California cities,
- (d) Organize educational opportunities, such as conferences of city officials,

¹ Note: All footnotes are for reference and explanation only and are not part of the bylaws text.

League of California Cities Bylaws

- (e) Stimulate greater public interest and more active civic consciousness as to the importance of cities in California's system of government,
- (f) Collect and disseminate information of interest to Member Cities, and
- (g) Engage the membership in a continuing analysis of the needs of Member Cities.

Article III: Membership

Section 1: Qualification.

- (a) **Cities.** Any city, or city and county, in California may, by the payment of annual dues prescribed in Article IV, become a Member City and as such is entitled to ~~League Cal Cities~~ services and privileges.
- (b) **Elected and Appointed Officials.** All elected and appointed officials in Member Cities are members of ~~the League~~ Cal Cities.

Section 2: Termination.

- (a) **Grounds for Termination.** Membership is suspended or terminated whenever any of the following occurs:
 - (i) The Member City resigns by giving written notice to ~~the League~~ Cal Cities;
 - (ii) The Member City does not pay dues, fees or assessments in the amounts and terms set by the ~~League Cal Cities~~ Board; or
 - (iii) An event occurs that makes the Member City ineligible for membership.
- (b) **Procedures for Termination.** ~~The League~~ Cal Cities shall give 15 days notice of any suspension or termination of membership and the reasons for such action, along with the opportunity to respond orally or in writing not less than five days before the effective date of the action.²

Section 3: Honorary Members.

Any person who has given conspicuous service for the improvement of city government may, by the vote of the Cal Cities ~~League~~-Board, be granted an honorary membership

² See Cal. Corp. Code § 7341(c) (requiring termination procedures be included in bylaws and specifying what constitutes a fair and reasonable procedure).

League of California Cities Bylaws

in Cal Cities the League. All ex-presidents of the League Cal Cities are Honorary Members. Honorary Members as such do not have a voice or vote in any of the meetings of the League Cal Cities and do not have membership status in Cal Cities the League for purposes of state and/or federal laws.

Section 4: Non-Liability.

No Member City is liable for the debts or obligations of Cal Cities the League.

Article IV: Dues

Section 1: Establishment.

The League Cal Cities Board establishes the League's Cal Cities' dues annually according to city population. The population of each city is the most current population as determined by the California Department of Finance, Demographic Research Unit, or its successor agency or unit. If no successor agency or unit is named, the most current population used to determine dues shall be used to determine future dues until such time as these bylaws are amended to designate a new source for determining city population.

Section 2: Increase in Dues.

(a) **Board Vote Requirement.** Any increase in dues must be approved by the League Cal Cities Board by a two-thirds vote. The Cal Cities League Board's approval shall be accompanied by an explanation of the need for the increase, including but not limited to:

- (i) Increases in the League's Cal Cities' costs related to general increases in the consumer price index or other factors; and/or
- (ii) The expansion of existing programs or initiation of new programs.

(b) **Member City Ratification Requirement.** Any dues increase that exceeds either the "consumer price index" for the preceding twelve months or five percent (whichever is greater) requires Member City ratification. In no event, however, shall the League Cal Cities Board approve a dues increase in excess of ten percent without Member City ratification.

- (i) **"Consumer Price Index" Defined.** For purposes of this section, the consumer price index is the California consumer price index for all urban consumers calculated by the California Department of Industrial Relations or its state or federal successor.
- (ii) **Approval Threshold.** Member City ratification requires a majority of Member Cities casting votes.

(iii) **Mechanism for Seeking Approval.** The ratification may occur at the ~~League's~~Cal Cities' General Assembly (see Article V) or by using the mail balloting procedure (see Article XI, section 5).

(c) **Dues Cap.** In no event will a Member City's dues increase by more than \$5,000 per year.

Section 3: Delinquency.

Any Member City of ~~the League~~Cal Cities who is delinquent in dues, fees or assessments may be suspended or have that member's membership terminated as provided in Article III, section 2.

Article V: Membership Meetings

Section 1: Annual Conference.

(a) **Time and Place.** ~~The League's~~Cal Cities' regular Annual Conference is held at the time and place as the ~~League~~Cal Cities Board determines. In case of any unusual conditions or extraordinary emergency, the ~~League~~Cal Cities Board may, at its discretion, change the time or place of the meeting.

(b) **Conference Program Planning.** The ~~League~~Cal Cities Board shall establish an Annual Conference program planning process that provides for input from representative segments of Cal Cities' ~~the League's~~ membership.

Section 2: Special Meetings.

Special meetings of Cal Cities ~~the League~~ may be called by the ~~League~~Cal Cities Board and shall be called by the ~~League~~Cal Cities Board upon the written request of five percent or more of the Member Cities.³ Any written request by Member Cities shall describe the general nature of the business to be transacted and the text of any proposed resolution(s).

Section 3: City Delegates as General Assembly.

(a) **Designation.** Each Member City may, with the approval of the city council, designate a city official as the city's designated voting delegate and, in the event that the designated voting delegate is unable to serve in that capacity, up to two alternate voting delegates.

³ See Cal. Corp. Code § 7510 ("special meetings of members for any lawful purpose may be called by 5 percent or more of the members").

(b) Membership Decision-making Body. Designated voting delegates (or their alternates) constitute ~~the League's~~ Cal Cities' General Assembly.

(c) Registration for Annual Conference. For General Assemblies held in conjunction with the Annual Conference, designated voting delegates must register to attend the Annual Conference.

Section 4: Notice of Meetings.

(a) General. Notice shall be given to all Member Cities of the time and place of all regular and special meetings by faxing or mailing a written notice at least fifteen days prior to each meeting, or by publishing a notice of the meeting at least two weeks prior to the meeting in an official publication of Cal Cities ~~the League~~; provided, however, that failure to receive such notice does not invalidate any proceedings at such meeting.

(b) Special Notice Requirements for Special Meetings. Any notice of the calling of a special meeting shall specify the purpose of the special meeting in such detail to enable Member Cities to determine whether they should attend. In the event a special meeting is requested by five percent or more of the Member Cities, the notice shall also set for the text of any proposed resolution(s).

Section 5: Parliamentarian.

The ~~League~~ Cal Cities President shall appoint a Parliamentarian to resolve procedural issues at ~~the League's~~ Cal Cities' General Assembly and in Resolutions Committee meetings.

Section 6: Credentials.

Designated voting delegates must register with the Credentials Committee. The Cal Cities ~~League~~ President shall appoint a three-person Credentials Committee no later than the first day of the General Assembly. In case of dispute, this committee determines the right of a member to participate.

Article VI: Resolutions

Section 1: Role and Scope of Resolutions.

Resolutions adopted by ~~the League's~~ Cal Cities' General Assembly and such ~~League~~ Cal Cities Board policies as are not inconsistent with such resolutions constitute ~~League~~ Cal Cities policy. All resolutions shall be germane to city issues.

Section 2: Origination.

Resolutions may originate from city officials, city councils, regional divisions, functional departments, caucuses, policy committees, or the League-Cal Cities Board or by being included in a petition signed by designated voting delegates of ten percent of the number of Member Cities (Petitioned Resolutions). Except for Petitioned Resolutions, all other resolutions must be submitted to the League-Cal Cities with documentation that at least five or more cities, or city officials from at least five or more cities, have concurred in the resolution.

Section 3: Resolutions Committee for Annual Conference Resolutions.

(a) Resolutions Committee Composition. The League-Cal Cities President establishes a Resolutions Committee sixty days prior to each Annual Conference, which committee shall consist of:

- (i) One elected official from each regional division, appointed by the regional division;
- (ii) One elected official from each policy committee, appointed by the policy committee;
- (iii) One member from each functional department, appointed by the department;
- (iv) One elected official from each caucus, appointed by the caucus; and
- (iv) Up to ten additional members (at least five of whom are elected officials) as the League-Cal Cities President deems necessary to achieve geographic and population balance, as well as recognize the multiplicity of city functions not represented by the other appointments, including, but not limited to, the perspectives of board and commission members as well as professional staff.

(b) Presidential Appointments. In the event a regional division, policy committee, or functional department, or caucus does not make its appointment to the Resolutions Committee, the League-Cal Cities President may make the appointment on the regional division's, policy committee's, or functional department's, or caucus's behalf.

(c) Chair. The League-Cal Cities President shall also appoint to the Resolutions Committee a committee chair and vice chair.

(d) Minimum Committee Size and Composition. In the event the full committee is not in attendance at the Annual Conference, the League-Cal Cities President shall appoint a sufficient number of city officials in attendance

to achieve a total of thirty. No less than two-thirds of the members of the Resolutions Committee shall be elected officials.

- (e) **Committee Consideration of Proposed Resolutions.** Except for resolutions of courtesy, commendation, appreciation or condolence, no resolution expressing the opinion or policy of ~~the League-Cal Cities~~ on any question may be considered or discussed by ~~the League's Cal Cities'~~ General Assembly, unless it has been first submitted to, and reported on, by the Resolutions Committee.

Section 4: Procedure for Resolution Review for the Annual Conference.

- (a) **Timing.** Except for Ppetitioned Resolutions, all resolutions shall be submitted to the Resolutions Committee, at ~~the League's Cal Cities'~~ headquarters, not later than sixty days prior to the opening session of the ~~League's Cal Cities'~~ Annual Conference.

- (b) **Referral to Policy Committees.**

- (i) **Review and Recommendations.** Except for resolutions of courtesy, commendation, appreciation or condolence, all resolutions submitted to the Resolutions Committee shall be referred by the ~~League-Cal Cities~~ President to an appropriate policy committee for review and recommendation prior to the opening general session of the Annual Conference.

- (ii) **Report to Resolutions Committee.** Policy committees shall report their recommendations on such resolutions to the Resolutions Committee. The inability of a policy committee to make a recommendation on any resolution does not preclude the Resolutions Committee from acting upon it.

Section 5: Resolutions Proposed by Petition for the Annual Conference.

- (a) **Presentation by Voting Delegate.** A designated voting delegate of a Member Ceity may present by petition a resolution to the ~~League-Cal Cities~~ President for consideration by the Resolutions Committee and the General Assembly at the Annual Conference. These resolutions are known as "Ppetitioned Resolutions."

- (b) **Contents.** The petition shall contain the specific language of the resolution and a statement requesting consideration by ~~the League's Cal Cities'~~ General Assembly.

- (c) **Signature Requirements.** The petition shall be signed by designated voting delegates registered with the Credentials Committee who represent ten percent of the number of Member Cities.
- (d) **Time Limit for Presentation.** The signed petition shall be presented to the League-Cal Cities President no later than twenty-four hours prior to the time set for convening the League's Cal Cities' General Assembly.
- (e) **Parliamentarian Review.** If the League-Cal Cities President finds that the petition has been signed by designated voting delegates of ten percent of the number of Member Cities, the petition shall be reviewed by the Parliamentarian for form and substance. The Parliamentarian's report shall then be presented to the chair of the Resolutions Committee. Among the issues that may be addressed by the Parliamentarian's report is whether the resolution should be disqualified as being either:
 - (i) Non-germane to city issues; or
 - (ii) Identical or substantially similar in substance to a resolution already under consideration.
- (f) **Disqualification.** The Resolutions Committee may disqualify a Ppetitioned Rresolution as either being:
 - (i) Non-germane to city issues; or
 - (ii) Identical or substantially similar in substance to a resolution already under consideration.
- (g) **Consideration by General Assembly.** The Ppetitioned Rresolution and the action of the Resolutions Committee will be considered by the League's Cal Cities' General Assembly following consideration of other resolutions.
- (h) **Availability of List of Voting Delegates.** A list of voting delegates shall be made available during the Annual Conference to any designated voting delegate upon request.

Section 6: Special Meeting Resolution Procedures.

- (a) **Germane-ness.** All resolutions must be germane to the meeting purpose specified in the special meeting notice.
- (b) **Opportunity for Member Review.** All resolutions to be proposed during the General Assembly shall be available for membership review by electronic (for example, by posting on the Cal Cities League's website) or other means at least 24 hours prior to the beginning of the special meeting.

- (c) **Parliamentarian Review.** The Parliamentarian shall review all proposed resolutions for form and substance. The Parliamentarian's report shall be presented to the General Assembly.

Section 7: Full Debate.

The opportunity for full and free debate on each resolution brought before the General Assembly shall occur prior to consideration of a resolution.

Article VII: Board of Directors

Section 1: Role and Powers; Board Diversity Policy.

- (a) Subject to the provisions and limitations of California Nonprofit Corporation Law, any other applicable laws, and the provisions of these bylaws, Cal Cities' ~~the League's~~ activities and affairs are exercised by or under the direction of the ~~League's~~ Cal Cities Board of Directors. The ~~League~~ Cal Cities Board is responsible for the overall supervision, control and direction of Cal Cities ~~the League~~. The ~~League~~ Cal Cities Board may delegate the management of ~~the League's~~ Cal Cities' affairs to any person or group, including a committee, provided the ~~League~~ Cal Cities Board retains ultimate responsibility for the actions of such person or group.
- (b) The goal of ~~the League~~ Cal Cities is to ensure that the Board of Directors reflects the diverse ethnic and social fabric of California. As such, each Division, Department, Caucus, and Policy Committee should encourage and support members of every race, ethnicity, gender, age, sexual orientation and heritage to seek leadership positions within Cal Cities ~~the League~~, with the ultimate goal of achieving membership on the Board of Directors.

Section 2: Composition.

~~The League's~~ The Cal Cities Board is composed of the following:

- (a) A President, First Vice-President and Second Vice-President/Treasurer, who each serve a term of one year;
- (b) The Immediate Past President who serves for a term of one year, immediately succeeding his or her term as President;
- (c) Twelve Directors-at-Large,
- (i) Who serve staggered two-year terms, and

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- (ii) At least one of whom is a representative of a small city with a population of 10,000 or less;
- (d) One Director to be elected from each of the regional divisions, ~~and functional departments, and caucuses of Cal Cities~~ the League, each of whom serves for a term of two years; and
- ~~(e) Members of the National League of Cities Board of Directors who hold an office in a Member City; and~~
- ~~(f)~~(e) Ten Directors that may be designated by the mayors of each of the ten largest cities in California to serve two-year terms.
- ~~(g)~~(f) For purposes of this section, the population of each city is the most current population as determined by the California Department of Finance, Demographic Research Unit, or its successor agency or unit. If no successor agency or unit is named, the most current population used to determine these dues shall be used to determine future dues until such time as these bylaws are amended to designate a new source for determining city population.
- ~~(h)~~(g) Directors hold office until their successors are elected and qualified or, if they sit on the Cal Cities League Board by virtue of their membership on the National League of Cities Board of Directors, until their terms on the National League of Cities Board of Directors conclude.

Section 3: Staggered Terms.

The terms of the Directors are staggered, so that the terms of approximately one-half of the members of the ~~League~~ Cal Cities Board expire each year.

(a) Even-Numbered Year Terms. The following directorship terms expire in even-numbered years:

- (i) **Departments.** Directors from the Fiscal Officers, Public Works Officers, Mayors and Council Members, Planning and Community Development, Fire Chiefs, and City Clerks departments;
- (ii) **Divisions.** Directors from the Central Valley, Desert-Mountain, Imperial County, Monterey Bay, North Bay, Orange County, Redwood Empire, Sacramento Valley and San Diego County divisions; and
- (iii) **Caucuses.** Directors from the African American, Asian Pacific Islander, and LGBTQ caucuses; and
- (iv)(i) **At Large.** Directors from five of the ten at-large directorships.

(b) Odd-Numbered Year Terms. The following directorships expire in odd-numbered years:

- (i) **Departments.** Directors from the City Attorneys, City Managers, Police Chiefs, Recreation, Parks and Community Services, and Personnel and Employee Relations departments;
- (ii) **Divisions.** Directors from the Channel Counties, Inland Empire, East Bay, Los Angeles County, Peninsula, Riverside County and South San Joaquin Valley divisions; ~~and~~
- (iii) **Caucuses.** Directors from the Latino and Women's caucuses; and
- (iv) **At Large.** Directors from five of the ten at-large directorships.

Section 4: Election of Directors.

(a) Functional Department Directors. Unless their respective functional department bylaws provide otherwise, Departmental Directors are elected by their respective departments at the Annual Conference.

(b) Regional Division Directors. Unless their respective regional division bylaws provide otherwise, Regional Directors are elected at the regional division meeting immediately preceding the Annual Conference.

(b)(c) Caucus Directors. The caucus presidents shall serve, or may appoint a member of their respective caucuses to serve, as the initial Caucus Directors for their respective caucuses. Thereafter, unless their respective caucus bylaws provide otherwise, Caucus Directors shall be elected by their respective caucuses at the Annual Conference.

(c)(d) At-Large Directors. Directors-at-Large are elected by the League-Cal Cities Board at its organizational meeting.

(d)(e) Commencement of Terms. The term of office of all newly elected Directors commences immediately on the adjournment of the Annual Conference; however, the newly constituted League-Cal Cities Board may meet prior to the adjournment of the Annual Conference for the purpose of organization.

(e)(f) Additional Directors. In the event of the creation of additional regional divisions, ~~or~~ functional departments, or caucuses of Cal Cities the League, each regional division, ~~or~~ functional department, or caucus may elect a representative to the League-Cal Cities Board. When a new functional department, ~~or~~ regional division, or caucus is created at any Annual Conference, the League-Cal Cities Board may select a Director to represent

such functional department, ~~or~~ regional division, or caucus until the entity organizes and elects a Director in the regular manner. The ~~League-Cal Cities~~ Board may fix the initial term of any such Director from a new regional division, ~~or~~ functional department, or caucus at either one or two years, so as to keep the number of terms expiring on alternate years as nearly equal as possible.

Section 5: Nomination Process.

- (a) **Timing.** The ~~League-Cal Cities~~ President, with the concurrence of the ~~League-Cal Cities~~ Board, shall establish a nominating committee at the first Board meeting of the calendar year in which the election is to occur.
- (b) **Composition.** The nominating committee shall be comprised of eleven Board members. Two nominating committee members shall be At-Large Directors and one shall represent a functional department. Regional divisions shall be represented on the nominating committee on the following rotating basis:
 - (i) **Even-Numbered Years:** In even-numbered years, the Central Valley, Imperial County, Monterey Bay, North Bay, Orange County, Redwood Empire, Sacramento Valley and San Diego County Regional Divisions shall be represented on the nominating committee.
 - (ii) **Odd-Numbered Years:** In odd-numbered years, the Channel Counties, Inland Empire, Desert-Mountain, East Bay, Los Angeles County, Peninsula, Riverside County, and South San Joaquin Regional Divisions shall be represented on the nominating committee.
- (c) **Nominating Committee Chair.** The ~~League-Cal Cities~~ President shall appoint the chair of the nominating committee.
- (d) **Candidates for Positions Ineligible.** Candidates for officer and at-large positions on the ~~League-Cal Cities~~ Board are not eligible to serve on the nominating committee. In the event a regional division representative on the nominating committee wishes to be a candidate for an officer or at-large position, the ~~League-Cal Cities~~ President will appoint a substitute nominating committee member from the same regional division, if available. If one is not available, the President shall appoint a substitute from a nearby regional division.
- (e) **Duties.** The duties of the nominating committee are to:
 - (i) **Member Outreach.** Publicize the qualifications for the offices of Second Vice President/Treasurer and the at-large members of the ~~League-Cal Cities~~ Board to Cal Cities' ~~the League's~~ Member Cities;

- (ii) **At-Large and Second Vice President Recommendations.** Make recommendations to the League-Cal Cities Board on the following year's League-Cal Cities officers and at-large board members; and
- (iii) **President and First Vice President Recommendation.** Recommend whether the previous year's First Vice President becomes President and the previous year's Second Vice President/Treasurer becomes First Vice President.
- (f) **Notice to Members.** An explanation of the nomination process and relevant deadlines for submitting nominations to the nominating committee shall be publicized in League-Cal Cities publications and communications throughout the year, along with the identity of nominating committee members once such members are appointed. In addition, the nominating committee shall inform the membership of the opening of the nominations for the following year when it makes its report to the general membership as provided in Article VI, Section 5(g) below.
- (g) **Decision and Report.** The nominating committee's recommendations shall be communicated to the League-Cal Cities Board not later than 30 days prior to the date of Cal Cities' ~~the League's~~ Annual Conference and again at the Annual Conference. In addition, the nominating committee shall make its report to the membership at the opening general session of the Annual Conference.
- (h) **Election.** The election of League-Cal Cities Board officers and Directors-at-Large shall occur at a League-Cal Cities Board meeting at the Annual Conference as provided in Article VII, Section 4(c) and Article VII, section 3.

Section 6: Vacancies.

- (a) **Functional Departmental Directorships.** In the event of a vacancy in a functional departmental directorship, the president of the department may become a member of the League-Cal Cities Board or may appoint a member of his or her department to fill the vacancy.
- (b) **Regional Division Directorships.** If a vacancy occurs in the regional division directorship, the regional division in question may elect a new Director at the next regular meeting of the regional division.
- ~~(b)~~(c) **Caucus Directorships.** If a vacancy occurs in a caucus directorship, the caucus officers may elect a new Director.
- ~~(e)~~(d) **At-Large Directorships.** If a vacancy occurs in an at-large directorship, the League-Cal Cities Board may elect a new Director to fill the vacancy at

the next regular board meeting. The ~~League-Cal Cities~~ president may nominate individuals for consideration by the ~~League-Cal Cities~~ Board.

(d)(e) Large City Directorships. In the event of a vacancy in a large-city seat, that large city may designate a new representative.

(e)(f) Terms. The person elected or appointed to fill a vacancy holds office for the remainder of the term of the office in question (see Article VII, section 3).

(f)(g) Grounds for Vacancy. A vacancy in a directorship shall occur due to resignation, a vacancy in elective or appointed office held by the director, or if the ~~League-Cal Cities~~ Board determines the department, ~~or division, or caucus~~ that elected the director, or an appointed director, is not complying with these bylaws or the policies of the ~~League-Cal Cities~~ Board.

Section 7: Resignation.

Any Director resignation is effective upon receipt in writing by the ~~League's-Cal Cities~~ President or Executive Director, unless a later date is specified in the letter.

Section 8: Meetings and Meeting Notice.

(a) Regularly Scheduled Board Meetings. The ~~League-Cal Cities~~ Board shall meet no fewer than four times a year. Notice of regularly scheduled Board meetings shall be mailed to each Director at least 14 days before any such meeting.

(b) Emergency Board Meetings. A good faith effort shall be made to provide notice of any emergency board meetings (for example, by first-class mail, personal or telephone notification, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means).

(c) Telephonic or Electronic Participation. Members of the ~~League-Cal Cities~~ Board may participate in any meeting through the use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting by this means constitutes presence in person at such meeting.

(d) Notice Content. All meeting notices shall include the meeting date, place, time, and, as applicable, the means by which a ~~League-Cal Cities~~ Board member may participate electronically.

Section 9: Policies.

The ~~League-Cal Cities~~ Board may adopt such policies for its government as it deems necessary and which are not inconsistent with these bylaws. In the event of an inconsistency, these bylaws shall prevail.

Section 10: Committees.

(a) **General.** The ~~League-Cal Cities~~ Board may establish committees to study city problems, advise on ~~League-Cal Cities~~ educational efforts, make recommendations with respect to ~~League-Cal Cities~~ advocacy efforts, or to engage in other appropriate ~~Cal Cities League~~-service.

(b) Executive Committee.

(i) **Composition.** The Executive Committee of the ~~League-Cal Cities~~ Board consists of the following: the ~~League's~~ ~~Cal Cities~~ President, First Vice-President, Second Vice-President/Treasurer, Immediate Past President and Executive Director.

(ii) **Authority.** The Executive Committee has authority to act for the ~~League-Cal Cities~~ Board between Board meetings, provided that no action of the Executive Committee is binding on the ~~League-Cal Cities~~ Board unless authorized or approved by the Board.

(c) Standing Policy Committees.

(i) **Charge.** ~~Cal Cities~~~~The League~~ shall have a series of standing policy committees, whose charge shall be to make recommendations to the ~~League-Cal Cities~~ Board on matters within the committees' jurisdiction, as well as fulfill other duties specified in these bylaws (see, for example, Article VI, section 4(b)).

(ii) **Membership.** Each ~~League-Cal Cities~~ Policy Committee shall be comprised of the following:

- Two members appointed by each regional division president;
- One member appointed by each functional department president;
- One member appointed by each caucus president;
- No more than 16 members appointed by the ~~League-Cal Cities~~ President, to provide population and geographic balance, as well as expertise; and

- Such representatives of affiliate organizations in the capacity authorized by the League-Cal Cities Board.

(iii) **Feedback.** Policy committees shall receive information on actions taken on committee recommendations and the reasons for those actions.

(d) **Committee Chairs and Vice Chairs.** The League-Cal Cities President appoints the chair of all League-Cal-Cities-wide committees. The term of such appointments coincides with the League-Cal Cities President's term. The League-Cal Cities President may appoint vice chairs for such committees, as the League-Cal Cities President deems necessary.

Section 11: Compensation.

The Directors do not receive any compensation for their services, but, with League-Cal Cities Board approval, may be entitled to reimbursement for actual and necessary expenses incurred in the performance of their duties.

Section 12: Reports of Directors.

The League-Cal Cities Board's duties include providing an annual report to League-Cal Cities members at the regular Annual Conference showing ~~the League's~~ Cal Cities work, ~~the League's~~ Cal Cities financial condition, and a statement with respect to ~~the League's~~ Cal Cities' plans for further work and proposed policies.

Section 13: Standard of Care.⁴

- (a) **General.** A Director shall perform the Director's duties, including duties on any committee on which the Director serves, in good faith, in a manner the Director believes to be in the best interests of ~~the League~~ Cal Cities and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.
- (b) **Reliance on Information.** In performing the Director's duties, the Director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by:
- (i) One or more League-Cal Cities officers or employees whom the Director believes to be reliable and competent as to the matters presented;

⁴ See Cal. Corp. Code § 7231 (providing that a director who performs the director's duties according to these standards is not liable for any alleged failure to properly discharge the individual's obligations as a director).

- (ii) Counsel, independent accountants, or other persons as to matters which the Director believes to be within such person's professional or expert competence; or
- (iii) A League-Cal Cities Board committee upon which the Director does not serve, as to matters within the committee's designated authority, provided that the Director believes the committee merits confidence.

The Director may rely on such information, opinions, reports, or statements as long as the Director acts in good faith after reasonable inquiry (when the need for such inquiry is indicated by the circumstances) and as long as the Director has no knowledge that would suggest that such reliance is unwarranted.

(c) Non-Liability. An individual who performs the duties of a Director in accordance with this section will not be liable for any failure or alleged failure to discharge that person's obligations as a Director, including, without limiting the generality of the preceding, any actions or omissions which are inconsistent with the League's Cal Cities' nonprofit purposes.

Section 14: Right to Inspect Records.

Every Director has a right at any reasonable time to inspect and copy all League-Cal Cities books, records and documents of every kind and to inspect the League's Cal Cities' physical property.⁵

Section 15: Policy Changes.

Any policy established by the League's Cal Cities' General Assembly may be changed by the League's Cal Cities Board upon ratification of such proposed change by a majority of the regional divisions representing a majority of Member Cities within the time period specified by the League-Cal Cities Board.

Section 16: Positions on Statewide Ballot Measures.

Notwithstanding any other provision of these bylaws, the League-Cal Cities Board may take a position on a statewide ballot measure by a 2/3rd vote of those Directors present.

Section 17: Non-Voting Advisor to the Board.

Effective December 1, 2022, if members of the National League of Cities Board of Directors hold an office in a Member City, no more than one such member shall be appointed by the Cal Cities President to serve as a non-voting advisor to the Cal Cities Board, for a term that coincides with their term on the National League of Cities Board

⁵ See Cal. Corp. Code § 83343 (characterizing this right as absolute).

of Directors. Any such non-voting advisor shall be invited to attend all regularly-scheduled Board meetings. The non-voting advisor shall not attend emergency Board meetings and/or closed/executive sessions of the Board unless a determination is made by the Board to include the non-voting advisor in a particular emergency Board meeting and/or closed/executive session.

Article VIII: Officers

Section 1: Identity.

The officers of the League-Cal Cities are a President, a First Vice-President, a Second Vice-President/Treasurer, an Immediate Past President, and an Executive Director.

Section 2: Duties of League-Cal Cities Officers.

- (a) **President.** The President presides at all League-Cal Cities Board meetings and all General Assemblies. The President has such other powers and duties as may be prescribed by these bylaws or the League-Cal Cities Board.
- (b) **First Vice-President.** The First Vice-President carries on the duties of the President in the President's temporary absence or incapacity. The First Vice-President has such other powers and duties as may be prescribed by these bylaws or the League-Cal Cities Board.
- (c) **Second Vice-President/Treasurer.** The Second Vice-President/Treasurer carries on the duties of the President in the President's and First Vice-President's temporary absence or incapacity. The Second Vice-President/Treasurer has such other powers and duties as may be prescribed by these bylaws or the League-Cal Cities Board.

Section 3: Election.

The League-Cal Cities Board elects the League's-Cal Cities President, First Vice-President and Second Vice-President for terms of one year.⁶ The election occurs at the League-Cal Cities Board's meeting at the Annual Conference.

Section 4: Vacancies.

A vacancy in the office of President is filled by the Immediate Past President who shall serve for the unexpired term of office and, upon election of a new President at the next Annual Conference, shall subsequently serve a full term as Immediate Past President. In the event the Immediate Past President is not available to fill the vacancy in the office of the President, or declines in writing, it shall be filled by the succession of the First

⁶ See Cal. Corp. Code § 7151(c)(5) (suggesting bylaws address this issue).

Vice-President to that office. A vacancy in the office of First Vice-President, or Second Vice-President/Treasurer, is filled for the un-expired term by appointment by the League Cal Cities Board of a member of the League-Cal Cities Board. A vacancy in the office of the Immediate Past President is filled for the un-expired term by the last Past President continuing to hold a city office.

Section 5: Executive Director and League-Cal Cities Employees.

(a) Employment. The League-Cal Cities Board selects an Executive Director who employs, or causes to be employed, such other persons as may be necessary who need not be League-Cal Cities members. The Executive Director and employees perform such duties and receive such compensation as the League-Cal Cities Board may from time to time prescribe.

(b) Specific Duties. The Executive Director performs or causes to be performed the following functions:

(1) Corporate Secretary. These duties include:

- (i) Keeping a full and complete record of the proceedings of the League-Cal Cities Board;
- (ii) Giving such notices as may be proper and necessary;
- (iii) Keeping minute books for Cal Cities~~the League~~;
- (iv) Communicating the League-Cal Cities Board's actions to Member Cities;
- (v) Executing such instruments necessary to carry out Board directives and policies; and
- (vi) Complying with other record-keeping and reporting requirements of California Nonprofit Corporation Law.

(2) Chief Financial Officer. These duties include:

- (i) Having charge of and custody of and receiving, safeguarding, disbursing and accounting for all League-Cal Cities funds;
- (ii) Depositing and investing such funds in such institutions and investments as approved by the League-Cal Cities Board;
- (iii) Maintaining ~~the League's~~ Cal Cities' financial books and records; and

- (iv) Preparing and submitting such accounting and tax forms as may be required by local, state and federal law.

(c) Insurance. All employees handling the finances of Cal Cities ~~the League~~ shall be insured in such amount as the League-Cal Cities Board deems desirable or necessary, such insurance to be approved by the League-Cal Cities Board or a committee designated by the League-Cal Cities Board and the premiums paid by Cal Cities ~~the League~~.

Article IX: Regional Divisions

Section 1: Listing.

(a) Existing Regional Divisions. Cal Cities ~~The League~~ is comprised of the following regional divisions:

Central Valley	North Bay
Channel Counties	Orange County
Desert-Mountain	Peninsula
East Bay	Redwood Empire
Imperial County	Riverside County
Inland Empire	Sacramento Valley
Los Angeles County	San Diego County
Monterey Bay	South San Joaquin Valley

(b) New Divisions. Additional divisions may be formed through an amendment to these bylaws (Article XVI).

Section 2: Purposes and Functions.

The purposes and functions of regional divisions of Cal Cities ~~the League~~ are as follows:

- (a) To promote interest in the problems of city government and administration among city officials within such divisions.
- (b) To assist League-Cal Cities officials in formulating policies by expressing, through resolutions duly adopted, the recommendations of the regional divisions. Resolutions adopted by regional divisions to be considered at the Annual Conference shall be submitted in the manner provided by Article VI.
- (c) To take action consistent with general League-Cal Cities policy as duly adopted by Cal Cities ~~the League's~~ General Assembly or by the League's Cal Cities Board. Regional divisions may take no action in conflict with such policies. Nothing in the foregoing limits or restricts regional division activities in matters of purely local interest and concern.

- (d) To meet not less than once every three months, provided that ~~the League~~Cal Cities' Annual Conference may be considered one such meeting of a regional division.

Section 3: Names of Divisions.

Each regional division will identify itself as a division of the League of California Cities.

Section 4: Boundaries.

The territorial boundaries of each regional division may be fixed by each division subject to the approval of ~~the League's~~Cal Cities' General Assembly.

Section 5. Membership.

All cities within the boundaries of a regional division may become members of and participate in the activities of that division. A city may join a different regional division with the approval of both the existing and proposed division, and the League's Cal Cities Board of Directors.

Section 6: Voting.

Unless otherwise provided in a regional division's bylaws, the representatives of each Member City may cast collectively one vote on division matters, and a majority of the votes cast is necessary for a decision.

Section 7: Officers.

(a) **Identity.** Each regional division elects a President, a Vice-President, and a representative on the League-Cal Cities Board of Directors, and such other officers as any regional division bylaws may establish.

(b) **Election Timing.** Each regional division elects its officers at the regional division meeting immediately preceding ~~the League's~~ Cal Cities' Annual Conference, unless another date is provided by any regional division's bylaws.

(c) **Terms.**

(i) **Officers' Terms and Commencement Dates.** Except as provided below, the term of office of all newly elected officers is one year, commencing immediately upon election unless another date is

provided by the regional division's bylaws.⁷ A majority of the members may amend any regional division bylaws to provide for two-year terms for regional division officers.

(ii) **Directors' Terms and Commencement Dates.** The term of office and commencement date for regional division representatives on the League-Cal Cities Board are established in Article VII, section 2(d) (term length) and 4(ed) (term commencement).

(d) **Vacancies.** In the event of a vacancy in any regional division office, such vacancy is filled by election at the next regular meeting of such division for the unexpired term of that office. The fact that such a vacancy will be so filled shall be included in the notice of such meeting. This requirement also applies to a vacancy in the office of regional division director, as provided in Article VII, section 6(b).

(e) **Duties.**

(i) **President.** The President presides at all regional division meetings and has such other powers and duties as may be prescribed by any division bylaws.

(ii) **Vice-President.** The Vice-President carries on the duties of the President in the President's temporary absence or incapacity and has such other powers and duties as may be prescribed by any division bylaws.

(iii) **Secretary.** The Secretary a) immediately notifies the League-Cal Cities of any change in the regional division officers, b) records the minutes of all division meetings and sends one copy to League-Cal Cities headquarters, and c) prepares and mails all notices of the meetings of the division and sends a copy to the League-Cal Cities headquarters.

(iv) **Director.** The regional division Director shall represent the regional division on the League-Cal Cities Board and shall keep the division membership apprised of League-the Cal Cities Board's activities. The Director serves as a liaison between the regional division and the League-Cal Cities Board.

⁷ Note that this term commencement is different than that for the League-Cal Cities board (whose terms commence upon adjournment of the Annual Conference) and than that for department officers (also upon adjournment of the Annual Conference).

Section 8: Resignation.

Except as provided in Article VII, section 7 for members of the League-Cal Cities Board, a regional division officer's resignation is effective upon receipt in writing by the division's President or Secretary, unless a later date is specified in the letter.

Section 9: Regional Division Bylaws.

Regional divisions may adopt their own bylaws. Division bylaws may not conflict with the League's-Cal Cities' bylaws. In the event of a conflict between a division's bylaws and League-Cal Cities' bylaws, the League's-Cal Cities' bylaws will prevail; the League's-Cal Cities' bylaws also prevail when the division does not have bylaws or the division's bylaws are silent.

Article X: Functional Departments

Section 1: Listing.

(a) Existing Departments. ~~The League~~Cal Cities includes the following functional departments:

Mayors and Council Members	Police Chiefs
City Attorneys	Fire Chiefs
Fiscal Officers	Community Services
Public Works Officers	City Clerks
City Managers	Personnel and Employee Relations
Planning and Community Development	

(b) New Departments. Additional functional departments may be formed through an amendment to these bylaws (Article XVI).

Section 2: Officers.

(a) Identity. Each functional department elects a President, a Vice-President, a representative on the Board, and such other officers as the department's bylaws may establish.

(b) Election Timing. Each functional department elects its officers at the department's business session at the League's-Cal Cities' Annual Conference, unless the department's bylaws provide otherwise.

(c) Terms. The term of office for functional department officers is one year, commencing immediately upon the adjournment of the Annual Conference. The exception is the functional department representatives of the League-Cal Cities Board, whose term is two years as established in Article VII, section 2(d).

(d) Vacancies. A vacancy in the office of President is filled for the unexpired term by the succession of the Vice-President. A vacancy in the office of the Vice-President or any other office of the functional department is filled by appointment by the department President for the unexpired term. The person so appointed shall be a member of such department. A vacancy in the office of department Director is filled as provided in Article VII, section 6(a) for the unexpired term.

(e) Duties.

(i) President. The President presides at functional department meetings and has such other powers and duties as may be prescribed by any department bylaws.

(ii) Vice-President. The Vice-President carries on the duties of the President in the President's temporary absence or incapacity and has such other powers and duties as may be prescribed by any department bylaws.

(iii) Director. The department Director shall represent the functional department on the League-Cal Cities Board and shall keep the department membership apprised of League-the Cal Cities Board's activities. The Director serves as a liaison between the department and the League-Cal Cities Board.

(f) Resignation. Except as provided in Article VII, section 7 for members of the League-Cal Cities Board, a functional department officer's resignation is effective upon receipt in writing by the department's President or Vice-President, unless a later date is specified in the letter.

Section 3: Voting.

Except as otherwise provided in a functional department's bylaws, the representatives of each Member City may cast collectively one vote on functional department matters. A majority of the votes cast is necessary for a decision.

Section 4: Department Meetings.

Functional departments meet at the Annual Conference and at other times and places as they find necessary.

Section 5: Department Bylaws.

Functional departments may adopt their own bylaws. Such bylaws may not conflict with the League's Cal Cities' bylaws. In the event of a conflict between a department's

bylaws and ~~League~~ Cal Cities' bylaws, ~~Cal Cities' the League's~~ bylaws will prevail; ~~Cal Cities' the League's~~ bylaws also prevail when the department does not have bylaws or the department's bylaws are silent.

Article XI: Caucuses

Section 1: Listing.

(a) Existing Caucuses. Cal Cities includes the following caucuses:

African American Caucus
Asian Pacific Islander Caucus
Lesbian Gay Bisexual Transgender Queer (LGBTQ) Caucus
Latino Caucus
Women's Caucus

(b) New Caucuses. Additional caucuses may be formed through an amendment to these bylaws (Article XVI).

Section 2: Purposes and Functions.

The purposes and functions of the caucuses are as follows:

- (a) To promote within Cal Cities the active involvement and full participation of a wide spectrum of city officials reflecting the diversity of California's cities, so as to enhance responsive city government.
- (b) To facilitate the sharing of information between city officials who share characteristics such as nationality, race, ethnicity, gender, sexual orientation, age, or religion, and to provide educational and leadership development opportunities to such city officials.
- (c) To promote interest in, and advocate for, issues relating to city government and administration that are of concern to caucus members to enhance the quality of life for their diverse constituencies.
- (d) To assist Cal Cities officials in formulating policies by expressing, through resolutions duly adopted, the recommendations of the caucuses. Resolutions adopted by caucuses to be considered at the Annual Conference shall be submitted in the manner provided by Article VI.
- (e) To take action consistent with general Cal Cities policy as duly adopted by Cal Cities' General Assembly or by the Cal Cities Board. Caucuses may take no action in conflict with such policies.

- (f) To meet at the Annual Conference and at other times and places as they find necessary.

Section 3: Names of Caucuses.

Each caucus will identify itself as a caucus of the League of California Cities.

Section 4: Membership.

All elected and appointed officials in Member Cities may apply to become members of a caucus in accordance with such caucus's bylaws or procedures.

Section 5: Voting.

Unless otherwise provided in caucus bylaws, each caucus member may cast one vote on caucus matters, and a majority of the votes cast is necessary for a decision.

Section 6: Officers.

(a) Identity. Each caucus elects a President, a Vice-President, and a representative on the Cal Cities Board of Directors, and such other officers as caucus bylaws may establish.

(b) Election Timing. Each caucus elects its officers at the caucus meeting at the Cal Cities Annual Conference, unless another date is provided by caucus bylaws.

(c) Terms.

(i) Officers' Terms and Commencement Dates. Except as provided below, the term of office of all newly elected officers is one year, commencing immediately upon election, unless another term length or commencement date is provided by caucus bylaws.⁸

(ii) Directors' Terms and Commencement Dates. The term of office and commencement date for caucus representatives on the Cal Cities Board are established in Article VII, section 2(d) (term length) and 4(c) (term commencement).

(d) Vacancies. Unless otherwise provided in caucus bylaws, a vacancy in the office of President is filled for the unexpired term by the succession of the Vice-President. A vacancy in the office of the Vice-President or any other

⁸ Note that this term commencement is different than that for the Cal Cities board (whose terms commence upon adjournment of the Annual Conference) and than that for department officers (also upon adjournment of the Annual Conference).

office of the caucus is filled by appointment by the caucus President for the unexpired term. The person so appointed shall be a member of such caucus. A vacancy in the office of caucus Director is filled as provided in Article VII, section 6(c) for the unexpired term.

(e) Duties.

- (i) President.** The President presides at all caucus meetings and has such other powers and duties as may be prescribed by caucus bylaws.
- (ii) Vice-President.** The Vice-President carries on the duties of the President in the President's temporary absence or incapacity and has such other powers and duties as may be prescribed by caucus bylaws.
- (iii) Director.** The caucus Director shall represent the caucus on the Cal Cities Board and shall keep the caucus membership apprised of the Cal Cities Board's activities. The Director serves as a liaison between the caucus and the Cal Cities Board.

Section 7: Resignation.

Except as provided in Article VII, section 7 for members of the Cal Cities Board, a caucus officer's resignation is effective upon receipt in writing by the caucus's President, unless a later date is specified in the resignation letter or provided by caucus bylaws.

Section 8: Caucus Bylaws.

Caucuses may adopt their own bylaws. Such bylaws may not conflict with Cal Cities' bylaws. In the event of a conflict between a caucus's bylaws and Cal Cities' bylaws, Cal Cities' bylaws will prevail; Cal Cities' bylaws also prevail when the caucus does not have bylaws or the caucus's bylaws are silent.

Article XII: Voting

Section 1: Quorum.

- (a) In General.** A majority of the members of the League's Cal Cities Board, functional department, regional division, caucus, committee or other kind of subsidiary body constitutes a quorum for the purpose of making decisions.⁹

⁹ See Cal. Corp. Code § 7211(a)(8) (noting that a board meeting may continue to transact business after a quorum is lost as long as items approved receive a majority of the quorum, unless a higher approval threshold exists for approval of a certain type of action).

- (b) **General Assembly.** The presence, at the General Assembly, of credentialed voting delegates (or alternates) representing a majority of Member Cities, constitutes a quorum.¹⁰
- (c) **Failure to Achieve Quorum.** In the event that a body other than the League Cal Cities Board of directors lacks a quorum, all votes taken by that body will be advisory to the League Cal Cities Board, which shall be advised that a quorum was not present. In the event that the League's Cal Cities Board is unable to achieve a quorum, the League Cal Cities Board will adjourn until such time as a quorum can be achieved.

Section 2: Voting Methods.

- (a) **General Assembly.** All voting in meetings of the General Assembly of Cal Cities~~the League~~, its regional divisions, functional departments, caucuses, committees, and other kinds of subsidiary bodies is by voice vote.
- (b) **Alternative Methods.** If the presiding official cannot determine the outcome of the voice vote or three or more Member Cities request, an alternative method of voting may be used. An alternative voting method may be by any means (show of hands, written ballot, display of voting cards, etc.) which allows the presiding official to accurately determine the outcome of the vote.
- (c) **Roll Call Vote.** A roll call may be demanded by representatives of ten percent or more of the voting body.
- (d) **Voting Cards.** A voting card will be issued to each Member City's designated voting delegate upon presentation of evidence of the delegate's designation by the Member City.
- (e) **Proxy Voting.** Proxy voting is not allowed.

Section 3: Vote Threshold.

Except as otherwise provided in these bylaws (see, for example, Article XVI, section 2), a majority vote of approval of those voting is necessary for decision.

¹⁰ See Cal. Corp. Code § 7512(c) (noting that a membership meeting may continue to transact business after a quorum is lost as long as items approved receive a majority of the quorum, unless a higher approval threshold exists for approval of a certain type of action—for example, bylaws approval).

Section 4: One City One Vote.

Except as otherwise provided in a functional department's, ~~or a regional division's, or caucus's~~ bylaws, the representatives of each Member City present and in good standing collectively casts one vote. A majority of the votes cast is necessary for a decision.

Section 5: Mail Balloting.

In addition to voting at ~~League Cal Cities~~ meetings, ~~Cal Cities~~the League may solicit member input by mail ballot.

- (a) **Mailing.**¹¹ The question(s) to be voted upon, along with explanatory materials and a ballot, shall be mailed by first class mail to each Member City for consideration and action.
- (b) **Time Frame for Action.** Member Cities shall have at least 45 days to cast their vote. Ballots shall be cast by returning the Member City's ballot to Cal Cities' ~~the League's~~ principal office in Sacramento.
- (c) **Ballot Tabulation and Results Announcement.** The ~~League Cal Cities~~ President will appoint a counting committee of three board members to count the votes cast by mail ballot. The counting committee will submit its count to the ~~League Cal Cities~~ Board, which shall canvass the vote and announce the results.
- (d) **Functional Departments, and Regional Divisions, and Caucuses.** ~~Departments, and divisions, and caucuses~~ may also use mail balloting under procedures specified in their respective ~~department and division~~ bylaws.

Article XIII: Qualifications to Hold Office and Vacancies

Section 1: Eligibility to Hold Office.

- (a) **In General.** Excepting the office of the Executive Director, no person shall be eligible to hold office in ~~the League Cal Cities~~ or any League Cal Cities division, ~~or department, or caucus~~ unless the individual is officially in city service in a Member City at the time of the person's election or appointment. ~~Regional divisions, and functional department, and caucus~~ bylaws may specify additional eligibility requirements for their respective officeholders.

¹¹ The Administrative Services Committee recommends ~~the League Cal Cities~~ also include notice of the upcoming ballot in a variety of ~~League Cal Cities~~ communications to alert Member Cities to make inquiry in the event a city's ballot is lost in the mail.

(b) Length of Service. An individual who has occupied an elected League-Cal Cities Board office (as defined in Article VIII, section 1) for nine months (275 days) or more is ineligible to stand for election for that same office again.

Section 2: Vacancies.

(a) Vacancy Defined. A League-Cal Cities office becomes vacant when an individual resigns, misses three consecutive convened meetings or leaves city service.¹²

(b) Effective Date of Vacancy Caused by Leaving City Service. The effective date of a vacancy caused by a departure from city service is the date an individual ceases to occupy the same or comparable city office as the individual had when the individual was elected or appointed to League-the Cal Cities office. Upon written request of the individual, the League-Cal Cities Board may allow the individual to continue in the League-Cal Cities office for a period not to exceed 3 months from the effective date of the vacancy, which time period may be extended by the Board upon finding of good cause.

(c) Effective Date of Resignations. For the effective dates of resignations, see Article VII, section 7 (effective date of League-Cal Cities Board resignations), Article IX, section 8 (effective date of regional division officer resignations), and Article X, section 2(f) (effective date of department officer resignations), and Article XI, section 7& (effective date of caucus officer resignations).

(d) Filling Vacancies. Vacancies will be filled as provided in these bylaws; see Article VII, section 6 (filling League-Cal Cities Board vacancies), Article IX, section 7(d) (filling regional division officer vacancies), ~~and Article X, section 2(d)~~ (filling functional department officer vacancies), and Article XI, section 6Z(di) (filling caucus officer vacancies).

(e) Successor Terms. An individual filling a vacancy serves the unexpired term of his or her predecessor.

Article XIV~~H~~: Finances

Section 1: Fiscal Year.

The fiscal year of the League-Cal Cities is the calendar year.

¹² See also Cal. Corp. Code § 7221 (board may declare a director's seat vacant if a court declares the director of unsound mind or the director has been convicted of a felony).

Section 2: Budget.

(a) **Preparation and Approval.** Not less than fifteen days prior to the budget meeting of the League-Cal Cities Board, the Executive Director shall distribute to the Board a detailed budget describing the estimated revenues and expenditures for the ensuing budgetary period for the Cal Cities League Board's consideration and approval.

(b) **Dissemination.** Upon approval, a copy of the League's-Cal Cities' budget shall be sent to each regional division, ~~and functional department president, and caucus president,~~ who shall make it available to division, ~~and department, and caucus~~ members.

Section 3: Limitation of Expenditures.

The League-Cal Cities Board may not incur indebtedness in excess of the estimated or actual revenues for the ensuing fiscal year, without the approval of the League's-Cal Cities' General Assembly.

Section 4: Annual Audit.

The League's-Cal Cities' accounts shall be audited by a certified public accountant after the close of each fiscal year.

Section 5: Special Assessment for League-Cal Cities Building.

By resolution approved by a majority of those cities present and voting thereon at an Annual Conference, a special assessment may be levied for a permanent headquarters office building in Sacramento as specified in the resolution.

Article XIV: Prohibited Transactions

Section 1: Conflicts of Interest.

General Principle. Members of the League-Cal Cities Board as well as members of League-Cal Cities policy committees, and members of any standing or ad hoc committees and task forces consisting of members of the League-Cal Cities Board or League-Cal Cities policy committees, are expected to make decisions in the best overall interests of cities statewide, as opposed to narrow parochial, personal, or financial interests. This is analogous to city officials being expected to make decisions in the best overall interests of the community as opposed to narrow private or self-interests.

Section 2: Loans.

Except as permitted by California Nonprofit Corporation Law,¹³ ~~the League~~Cal Cities may not make any loan of money or property to, or guarantee the obligation of, any director or officer. This prohibition does not prohibit ~~the League~~Cal Cities from advancing funds to a ~~League~~Cal Cities director or officer for expenses reasonably anticipated to be incurred in performance of their duties as an officer or director, so long as such individual would be entitled to be reimbursed for such expenses under ~~League~~Cal Cities Board policies absent that advance.

Section 3: Self-Dealing and Common Directorship Transactions.¹⁴

(a) **Self-Dealing Transactions.** A self-dealing transaction is a transaction to which ~~the League~~Cal Cities is a party and in which one or more of its directors has a material financial interest.

(b) **Common Directorships.** "Common directorships" occur when ~~the League~~Cal Cities enters into a transaction with an organization in which one of ~~the League~~Cal Cities directors also serves on the organization's board.

(c) **Pre-Transaction Approval.** To approve a transaction involving either self-dealing or a common directorship, the ~~League~~Cal Cities Board shall determine, before the transaction, that

(i) ~~Cal Cities~~The League is entering into the transaction for its own benefit;

(ii) The transaction is fair and reasonable to ~~the League~~Cal Cities at the time; and

(iii) After reasonable investigation, the ~~League~~Cal Cities Board determines that it could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.

Such determinations shall be made by the ~~League~~Cal Cities Board in good faith, with knowledge of the material facts concerning the transaction and the director's interest in the transaction, without counting the vote of the interested director or directors.

(d) **Post-Transaction Approval.** When it is not reasonably practicable to obtain Board approval before entering into such transactions, a Board committee may approve such transaction in a manner consistent with the requirements

¹³ See Cal. Corp. § 7235.

¹⁴ See generally Cal. Corp. Code § 7233. Note that interested or common directors may be counted in determining the existence of a quorum in a board or committee meeting that approves such transactions. See Cal. Corp. Code § 7234.

in the preceding paragraph, provided that, at its next meeting, the full Board determines in good faith that the ~~League-Cal Cities~~ Board committee's approval of the transaction was consistent with such requirements and that it was not reasonably practical to obtain advance approval by the full Board, and ratifies the transaction by a majority of the directors then in office without the vote of any interested director.¹⁵

Section 4: Ethical Considerations.

These restrictions, of course, represent the floor, not the ceiling, for ethical conduct as a ~~League-Cal Cities~~ board member or policy committee member. If a board member or policy committee member believes that there are circumstances under which the ~~League's-Cal Cities'~~ members might reasonably question the board member's or policy committee member's ability to act solely in the best interests of ~~Cal Cities~~ the League and its member cities, the prudent course is to abstain. As an example, typically ~~League-Cal Cities~~ board members have abstained from participating in decisions on legislation that would affect organizations for which they work. Another example is legislation that would uniquely benefit a board member's city. Policy committee members should also consider abstaining in similar circumstances.

Article XVI: Miscellaneous

Section 1: Indemnification.

(a) Indemnity Authorized. To the extent allowed by California Nonprofit Corporation Law,¹⁶ ~~the League-Cal Cities~~ may indemnify and advance expenses to its agents in connection with any proceeding, and in accordance with that law. For purposes of this section, "agent" includes directors, officers, employees, other ~~League-Cal Cities~~ agents, and persons formerly occupying these positions.

(b) Approval of Indemnity. An individual seeking indemnification shall make a written request to the ~~League-Cal Cities~~ Board in each case.

(i) Success on the Merits. To the extent that the individual has been successful on the merits, the ~~League-Cal Cities~~ Board will promptly authorize indemnification in accordance with California Nonprofit Corporation Law.¹⁷

¹⁵ See Cal. Corp. Code § 7233 (specifying under what circumstances a self-dealing transaction is void or voidable).

¹⁶ See Cal. Corp. Code § 7237.

¹⁷ See Cal. Corp. Code § 7237(d).

(ii) **Other Instances.** Otherwise, the ~~League-Cal Cities~~ Board shall promptly determine, by a vote of a majority of a quorum consisting of directors who are not parties to the proceeding, whether, in the specific case, the agent has met the applicable standard of conduct under California law,¹⁸ and, if so, will authorize indemnification to the extent permitted.

(c) **Advancing Expenses.** To the extent allowed under California Nonprofit Corporation Law,¹⁹ the ~~League-Cal Cities~~ Board may authorize an advance of expenses incurred by or on behalf of an agent of this corporation in defending any proceeding prior to final disposition. The ~~League-Cal Cities~~ Board shall find that:

- (i) the requested advances are reasonable; and
- (ii) before any advance is made, the agent will submit a written undertaking satisfactory to the ~~League-Cal Cities~~ Board to repay the advance unless it is ultimately determined that the agent is entitled to indemnification for the expenses under this section.

Section 2: Insurance.²⁰

The ~~League-Cal Cities~~ Board may authorize the purchase of insurance on behalf of any agent against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, and such insurance may provide for coverage against liabilities beyond Cal Cities' ~~the League's corporation's~~ authority to indemnify an agent under law.

Section 3: Contracts and Execution of Instruments.

All contracts entered into on behalf of Cal Cities ~~the League~~ shall be authorized by the ~~League-Cal Cities~~ Board, or by the person or persons upon whom the ~~League-Cal Cities~~ Board confers such power from time to time. Except as otherwise provided by law, every check, draft, promissory note, money order, or other evidence of indebtedness of Cal Cities ~~the League~~ shall be signed by the persons authorized to do so by the Cal Cities League ~~Board~~.

Section 4: Disposition of Assets Upon Dissolution.

~~The League's~~ Cal Cities' properties and assets are irrevocably dedicated to the fulfillment of ~~the League's~~ Cal Cities' purposes as described in Article II. No part of the

¹⁸ See Cal. Corp. Code § 7237(b) and (c) (with exceptions).

¹⁹ See Cal. Corp. Code § 7237(fe).

²⁰ See also Cal. Corp. Code § 7237(l) (authorizing insurance).

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Cal Cities' League's net earnings, properties and assets, on dissolution or otherwise, may inure to the benefit of any private person. On liquidation or dissolution, Cal Cities' the League's net assets shall be distributed to the League's Cal Cities' Member Cities consistent with the provisions of the California Nonprofit Corporation Law relating to mutual benefit corporations then in effect.

Section 5: Parliamentary Authority.

Subject to the provisions of these bylaws and applicable law, Robert's Rules of Order or other such parliamentary rules as may be adopted by the League Cal Cities Board shall prevail at all meetings of the League Cal Cities, the League Cal Cities Board, and in all functional departments, and regional divisions, and caucuses.

Section 6: Seal.

The League Cal Cities Board has provided a suitable seal for the League Cal Cities which is circular and which contains the following inscription:

"LEAGUE OF CALIFORNIA CITIES
INCORPORATED NOVEMBER 4, 1932, CALIFORNIA"

The seal may be affixed to corporate instruments, but any failure to affix it does not affect the instrument's validity.

Section 7: Governing Law.

In all matters not specified in these bylaws, or in the event these bylaws are inconsistent with applicable law, the provisions of California Nonprofit Corporation Law then in effect apply.

Section 8: Litigation Authority.

Member Cities authorize the League Cal Cities to initiate or respond to litigation on their collective behalf when the League Cal Cities Board determines such litigation is necessary to protect Member Cities' shared vital interests.

Article XVII: Amendments

Section 1: Consideration.

These bylaws may be amended by the League's Cal Cities' General Assembly (see Article XVII, section 5 for procedures) or by a mail ballot to Member Cities (see Article XII, section 5 for procedures).

Section 2: Vote Threshold.

A two-thirds vote of approval of those voting is necessary to amend these bylaws.

Section 3: Who May Propose.

Amendments may be proposed by the ~~League-Cal Cities~~ Board or by petition of ten percent of Member Cities. The proponent may specify whether the amendment is to be considered at the General Assembly or by mail ballot.

Section 4: Board Review.

Any amendment proposed by petition shall be submitted to the ~~League-Cal Cities~~ Board in writing for its review. The ~~League-Cal Cities~~ Board's recommendation and reasons following its review shall accompany all materials relating to the proposed amendment.

Section 5: Procedure for Consideration by General Assembly.

(a) **Notice.** The meeting notice required by Article V, section 4 for ~~League-Cal Cities~~ meetings shall include notice of any proposal to amend the ~~League's Cal Cities'~~ bylaws, along with the subject of the proposed amendment(s).

(b) **Consideration by General Assembly.** The proposed amendment, along with any action by the ~~League-Cal Cities~~ Board pursuant to section 4 of this Article, shall be considered by the General Assembly along with any resolutions presented pursuant to Article VI.

Section 6: Effective Date.

After approval, amendments go into effect after the expiration of the protest period (see Article XVI, section 7) unless otherwise specified in the amendment.

Section 7: Protest and Suspension until Next Conference.

If, within sixty days after the adoption of any amendment, one-third or more of the Member Cities submit a written protest against such amendment, the amendment is automatically suspended until the next Annual Conference, when it may be taken up again for reconsideration and vote.

Article XVIII: Establishment and Financing of Grassroots Network

Section 1: Enhancement of Advocacy Efforts.

To enhance the ~~League's Cal Cities'~~ advocacy efforts on behalf of cities, ~~Cal Cities~~ the ~~League~~ hereby establishes a Grassroots Network. The Grassroots Network consists of

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a series of field offices throughout California, responsible for coordinating city advocacy efforts and promoting statewide ~~League-Cal Cities~~ policy priorities.

Section 2: Dues Increase.

- (a) **Initial Financing.** The dues increase approved concurrently with the addition of this article shall finance ~~the League's Cal Cities'~~ Grassroots Network for the second half of 2001 and 2002. The increase shall be used exclusively to finance the Grassroots Network.
- (b) **Continued Financing.** Any subsequent dues increases shall occur in accordance with Article IV.

Section 3: Accountability.

- (a) **Annual Goal-Setting and Performance Assessment.** The ~~League-Cal Cities~~ Board shall set long-term goals and annual objectives for ~~Cal Cities'~~the ~~League's~~ Grassroots Network. The ~~League-Cal Cities~~ Board shall periodically report to ~~the League's Cal Cities'~~ Member Cities on the Grassroots Network's performance in meeting those goals and objectives.
- (b) **Board Discontinuance.** If at any time the ~~League-Cal Cities~~ Board finds the Grassroots Network is not meeting its objectives on behalf of cities, the ~~League-Cal Cities~~ Board may discontinue the Grassroots Network.
- (c) **Membership Vote on Program Continuation.** On or before December 31, 2007, Member Cities shall vote (see Article XII, section 5 for procedures) on whether to continue the Grassroots Network beyond December 31, 2008.²¹

²¹ At its meeting of September 8, 2007, the General Assembly of the League of California Cities adopted Resolution #1 that the Grassroots Network Program be continued and operated in accordance with these bylaws.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: September 14, 2021

SUBJECT: STREET NAME SIGN REDESIGN

REPORT IN BRIEF:

The City Council previously authorized a FY 2021-2022 budget of \$150,000 for the replacement of street name signs City-wide. City staff procured samples of street name sign designs with different combinations of text colors, background colors, logos and City seals for evaluation by the City Council. Staff is seeking direction on a specific street name sign design to pursue for competitive bids for fabrication and installation.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Provide direction to City staff on the street name sign design to utilize for contractor bidding.

BACKGROUND:

The City has approximately 750 street name signs on posts plus overhead street name signs hanging from the mast arms of signalized intersections. Many of these street name signs are in various degrees of degradation. Most of the street name signs also have an anti-graffiti overlay plastic coating which is visibly peeling off the signs (see Attachment A). Accordingly, many of these street name signs are at the end of their useful life and should be replaced. City staff proposes to use this opportunity to redesign the street name signs while replacing all street name signs City-wide using the allocated FY 2021-2022 budget for this effort.

ANALYSIS/JUSTIFICATION:

The current street name signs used within the City can be seen in Attachment A. These street name signs are in various degrees of degradation. Most of these street name signs also have an anti-graffiti overlay plastic coating which is visibly peeling off the signs, which

at times hinders visibility of the street names on the signs. Many of these street name signs are at the end of their useful life and should be replaced.

Rather than replace any worn street name signs in-kind, City staff is proposing to use this opportunity to develop a new, redesigned street name sign standard.

City staff procured samples of street name signs in seven (7) different designs utilizing blue, brown, and white as contrasting background colors with either the decorative Stanton branding logo or the City seal juxtaposed to the street name letters. These new street name signs do not have a plastic coating overlay.

The sample street name signs are shown in Attachment B.

Below is a chart describing the seven (7) variations of the sample street name signs:

Variation No.	Background Color Behind Street Name	Letter Color	Stanton Logo or Stanton City Seal
1	White	Blue	Logo with Blue Background
2	White	Blue	Seal with Blue Background
3	Blue	White	Logo
4	Blue	White	Seal
5	Brown	White	Logo
6	Brown	White	Seal
7	Brown	White	Seal with Aqua Shading

Signs 1 and 2 are not recommended for use.

The Manual on Uniform Traffic Control Devices for Streets and Highways, or MUTCD, defines the standards used by road managers nationwide to install and maintain traffic control devices on all public streets, highways, bikeways, and private roads open to public travel. The MUTCD is published by the Federal Highway Administration (FHWA) in the Code of Federal Regulations. Each State is required to adopt the MUTCD in order to receive Federal highway funding. A modified version of the MUTCD has been adopted by the California Department of Transportation (CalTrans). Accordingly, every municipality, town, and county must also adhere to the standards in the MUTCD.

Regulatory, advisory, and warning signs such as speed limit and stop signs, guidance signs, and “curve ahead” signs are among the “traffic control devices” the MUTCD standardizes. For contrast reasons, the MUTCD only contemplates traffic signs with white letters and a colored background, or black letters on a white background with a black border. Accordingly, while signs 1 and 2 are visually appealing, the Public Works Director recommends choosing from among signs 3 through 7, unless signs 1 or 2 are modified with a border. Signs 3 through 7 provide sufficient contrast and ease of legibility of the street

names to passing motorists.

Because Stanton adjoins the cities of Garden Grove, Anaheim, and Cypress, City Council may want to consider adopting a sign color scheme different from our adjoining cities. All three of these cities use blue as the main color in their street name signs (see Attachment C).

Attachment D shows some additional design ideas such as scrolls and bonnets, a metal American flag topper, a stripe along the bottom, and carrying the background color through the entire sign or partially through the adjoining seal.

City staff is requesting direction from City Council on the street name sign design to utilize for contractor bidding. Or, if none of the street name sign samples are satisfactory, to describe what revisions are needed to make the sign design satisfactory for adoption and bidding.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None.

PUBLIC NOTIFICATION:

Public notice for this item was made through the regular agenda process and posted in three public places.

Prepared by:

Reviewed by:

/s/ Joe Ames

/s/ Jarad L. Hildenbrand

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

Jarad L. Hildenbrand
City Manager

Attachments:

- A. Photos of Existing Street Name Signs
- B. Photo of Sample Street Name Signs
- C. Photos of Adjoining City Street Name Signs
- D. Photos of Ornamentation on Street Name Signs

Attachment A:
Examples of Existing Street Name Signs



Note: Peeling of the anti-graffiti coating can be seen in these photos.

Attachment B:
Samples of Street Name Signs Procured



Note: The dark background of the photo is not representative of how the signs will look against the sky.

Attachment C:
Adjoining City Street Name Sign Designs
City of Anaheim



Attachment C:
Adjoining City Street Name Sign Designs
City of Cypress



Attachment C:
Adjoining City Street Name Sign Designs

City of Garden Grove



Attachment D
Examples of Other Street Name Signs with Ornamentation



City of Del Mar – Flag Ornamentation



Example of Scroll & Bonnet Ornamentation



City of Beverly Hills – Logo & Crest



City of Santa Monica – Stripe at Bottom



City of San Diego – City Seal Intersects Background