



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, AUGUST 27, 2019 - 6:30 P.M.

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, at the public counter at City Hall in the public access binder, and at the Stanton Library (information desk) 7850 Katella Avenue, Stanton, California 90680.

- 1. CLOSED SESSION (6:00 PM)**

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

- 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS**

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

4. CLOSED SESSION

4A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing litigation pursuant to Government Code section 54956.9(d)(1)

Number of cases: 1

Heaven's Gate Funeral Home, Inc. v. City of Stanton, Superior Court of the State of California County of Orange, Case Number: 30-2019-01054997-CU-WM-CJC

4B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Pursuant to Government Code Section 54957.6)

Title: City Manager

4C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing litigation pursuant to Government Code section 54956.9(d)(1)

Number of cases: 1

City of Huntington Beach v. City of Fountain Valley, et al. Orange County Superior Court, Case Number: 30-2019-01071652

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

- 6. ROLL CALL** Agency/Authority Member Taylor
Agency/Authority Member Van
Agency/Authority Member Warren
Vice Chairman Ramirez
Chairman Shawver

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS

Recognition of the Young Leaders of Orange County (YLOC) and their dedicated and outstanding service to the residents of the City of Stanton.

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

1. City Council approve demand warrants dated July 18, 2019, July 25, 2019, July 29, 2019 and August 1, 2019, in the amount of \$1,108,618.29; and
2. City Council approve demand warrants dated August 7, 2019 and August 15, 2019, in the amount of \$1,011,644.29.

9C. APPROVAL OF MINUTES

1. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – July 9, 2019; and
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – July 23, 2019; and
3. City Council approve Minutes of Special Meeting – August 1, 2019; and
4. City Council approve Minutes of Special Meeting – August 5, 2019.

9D. JULY 2019 INVESTMENT REPORT

The Investment Report as of July 31, 2019 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 July 2019.

9E. JULY 2019 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of July 31, 2019 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of July 2019.

9F. JULY 2019 GENERAL FUND REVENUE AND EXPENDITURE REPORT

The monthly General Fund Revenue and Expenditure Report as of July 2019 has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D)1 and is being provided to City Council.

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 Revenue and Expenditure Report as of July 2019.

9G. AUGUST 2019 LEGISLATIVE TRACKING SUMMARY AND LEGISLATIVE MATRIX

The monthly Legislative Tracking Summary and Legislative Matrix as of August 2019 is being provided to City Council.

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 August 2019 Legislative Tracking Summary and Legislative Matrix.

9H. PROFESSIONAL SERVICES AGREEMENT WITH JEDA WORKS, INC. (DBA “HOUSING PROGRAMS”) FOR THE ADMINISTRATION OF THE CITY’S RESIDENTIAL REHABILITATION PROGRAM

Requested is the authorization to allow the City Manager to enter into a Professional Services Agreement with JEDA Works, Inc. (DBA “Housing Programs”) to provide administration services related to the Residential Rehabilitation Program funded through the Community Development Block Grant (CDBG) Program.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project and is exempt from the California Environmental Quality Act (“CEQA”) under Section 15378(b); and
2. Authorizing the City Manager, or designee, to negotiate and execute a contract with “Housing Programs” for the administration of the City’s Residential Rehabilitation Program, entitled:

9I. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING FINAL TRACT MAP NO. 19010

The final tract map for the development of two hundred and eight (208) single family condominium units, private streets, and private park area for the property located at The Village Center Drive (12631-12811 Beach Blvd.) has been submitted for final certification and recordation.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Adopt Resolution No. 2019-38 approving final Tract Map No. 19010, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 19010 FOR THE PROPERTY LOCATED AT 12631-12811 BEACH BOULEVARD”; and
3. Find that the recordation of Tract Map No. 19010 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
5. Direct the City Clerk to endorse on the face of the map of Tract Map No. 19010, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.

9J. LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ADJACENT TO 10600 BEACH BOULEVARD

The development of the property at 10600 Beach Boulevard will include landscaping along Beach Boulevard. The California Department of Transportation owns the right of way where the landscaping will be placed. They are requiring that the City enter into an agreement to maintain this landscaping in the event it is not properly maintenance by the adjacent property owner.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve an agreement with the California Department of Transportation to maintain the landscape improvements in the public right of way on Beach Boulevard; and
3. Authorize the Mayor and City Manager to bind the City of Stanton and the California Department of Transportation is said agreement.

9K. AWARD OF CONSTRUCTION CONTRACT FOR THE FY 19/20 CITYWIDE STREET RESURFACING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The six bids for the FY 19/20 Citywide Street Resurfacing Project were opened on August 8, 2019. Based on the post-bid analysis of the bids received, staff recommends the bid submitted by All American Asphalt to be the lowest responsible and responsive bid. The construction cost is estimated at \$1,327,555.90, which includes a contingency.

RECOMMENDED ACTION:

1. City Council approve the plans and specifications for the FY 19/20 Citywide Street Resurfacing Project; and
2. Award a construction contract for FY 19/20 Citywide Street Resurfacing Project to the lowest responsible and responsive bidder, All American Asphalt, for the amount of \$1,206,869.00; and
3. Authorize the City Manager to bind the City of Stanton and All American Asphalt in a contract for the construction of the FY 19/20 Citywide Street Resurfacing Project; and
4. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

9L. AWARD OF CONSTRUCTION CONTRACT FOR THE SEWER CONDITION IMPROVEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The single bid received for the Sewer Condition Improvement Project was opened on August 19, 2019. Based on the post-bid analysis, staff recommends the bid submitted by Charles King Company to be responsible and responsive.

The construction cost for the Sewer Condition Improvement Project is estimated at \$490,963.20, which includes a 10-percent contingency and 10-percent for construction management services.

RECOMMENDED ACTION:

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approve the plans and specifications for the Sewer Condition Improvement Project; and
3. Award a construction contract for the Sewer Condition Improvement Project to the lowest responsible bidder, Charles King Company, for the amount of \$409,136.00; and
4. Authorize the City Manager to bind the City of Stanton and Charles King Company in a contract for the construction of the Sewer Condition Improvement Project; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

9M. APPROVAL OF RESOLUTION 2019-36 SUPPORTING THE EXPANSION OF ORANGE COUNTY RECYCLING MARKET DEVELOPMENT ZONE AS A RECYCLING MARKET DEVELOPMENT ZONE

The City of Huntington Beach is requesting resolutions from participating cities in the Orange County Recycling Market Development Zone to approve the expansion of the zone to include the cities of Fullerton and Lake Forest.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Adopt Resolution No. 2019-36 approving the expansion of the Orange County Recycling Market Development Zone, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON SUPPORTING THE EXPANSION OF ORANGE COUNTY RECYCLING MARKET DEVELOPMENT ZONE AS A RECYCLING MARKET DEVELOPMENT ZONE”.

9N. APPROVAL OF RESPONSES TO GRAND JURY REPORT REGARDING THE CITY’S URBAN FOREST

The 2018-2019 Grand Jury study, Attachment 1, was distributed to the County of Orange and to all Orange County cities for responses to the study’s findings and recommendation. Attached, as Attachment 2, are the draft responses by the City of Stanton to the presiding Judge of the Orange County Grand Jury in the form specified under Penal Code Section 933.05(a) and (b).

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Approve the City of Stanton responses to the 2018-19 Orange County Grand Jury Study regarding “Orange County’s Urban Forest”.

9O. ADOPTION OF A DEBT MANAGEMENT POLICY

Requested is the adoption of Resolution No. 2019-37, approving a City Debt Management Policy.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Adopt Resolution No. 2019-37, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING A DEBT POLICY”.

9P. NORTH ORANGE COUNTY PUBLIC SAFETY TASK FORCE EXPENDITURE

Through the City's participation in the North Orange County Public Safety Task Force there is funding to purchase a truck for use by the Department of Public Safety. The purchase will be fully funded by the task force. The vehicle will be used by staff to address a variety of issues associated with homelessness.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Authorize the City Manager to approve the purchase of a truck by the Department of Public Safety utilizing North Orange County Public Safety Task Force funding.

9Q. SAFETY IMPROVEMENTS AT THE STANTON FAMILY RESOURCE CENTER

Recent critical incidents have highlighted the need for safety improvements at the Stanton Family Resource Center. The center provides critical resources to the community and is in need of improved to security to ensure the safe delivery of those services. The proposed enhancements would improve the level of safety for staff and patrons of the center.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Authorize Budget Adjustment No. 2020-04 to provide appropriation for security improvements at the Family Resource Center; and
3. Authorize the City Manager to approve funding associated with security improvements at the Stanton Family Resource Center.

9R. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING A PROPOSED AMMENDMENT TO THE MEETING SCHEDULE FOR THE PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION

This item proposes an amendment to the meeting time for the Parks, Recreation and Community Services Commission as voted on by Commissioners at their regular meeting on Monday, July 15, 2019.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Adopt Resolution No. 2019-41 establishing the Parks and Recreation Commission's organization, purpose, powers and duties, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, SETTING FORTH THE ORGANIZATION, PURPOSE, POWERS, AND DUTIES OF THE PARKS AND RECREATION COMMISSION AND RESCINDING RESOLUTION NO 2014-06”.

9S. UTILITY BOX ART PROGRAM THROUGHOUT THE CITY

The Parks, Recreation and Community Services Commission recommended a potential program to decorate utility boxes throughout the city with community art. Staff would like the Commission to lead efforts on implementing an art based program in Stanton for utility boxes.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project and is exempt from the California Environmental Quality Act (“CEQA”) under Section 15378(b); and
2. Authorize staff to move forward with a program to implement art on utility boxes throughout the City.

9T. LOVE OUR CITIES SERVICE-BASED PROGRAM

The Parks, Recreation, and Community Services Commission recommended adding a service-based program similar to the Love Our Cities model in Stanton. There are currently eleven Orange County cities involved in the program led by the faith-based group, OC United. Staff would like the Commission to lead efforts on implementing a similar program in Stanton.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b); and
2. Authorize staff to move forward with implementing a service-based community day with the Love Our Cities program.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. INTRODUCTION OF ORDINANCE 1093 ADDING CHAPTER 20-445 "WIRELESS FACILITIES IN PUBLIC RIGHT-OF-WAY" TO THE STANTON MUNICIPAL CODE AS RELATED TO WIRELESS COMMUNICATION FACILITIES IN THE PUBLIC RIGHT-OF-WAY; AND RESOLUTION 2019-35 ADOPTING DESIGN AND DEVELOPMENT STANDARDS FOR WIRELESS COMMUNICATION FACILITIES IN THE PUBLIC RIGHT-OF-WAY

The regulation of wireless telecommunication facilities in the public right-of-way requires specific rules and procedures. The Planning Commission recently reviewed the attached ordinance and design guidelines and recommended that both be approved by the City Council.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from CEQA under Sections 15060(c)(2): the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15060(c)(3): the activity is not a project as defined in Section 15378 of the CEQA Guidelines; and
2. Introduce Ordinance No. 1093 which will add Chapter 20-445 to the City's Municipal Code regulating wireless telecommunication facilities in the public right-of-way, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON TO AMEND THE CITY OF STANTON MUNICIPAL CODE TITLE 20, ARTICLE 4, TO ADD CHAPTER 20.455, “WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY”; and

3. Set said Ordinance for adoption at the September 10, 2019 City Council meeting; and
4. Adopt Resolution No. 2019-35 adopting design and development standards for wireless communication facilities in the public right-of-way, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING THE DESIGN AND DEVELOPMENT STANDARDS FOR WIRELESS COMMUNICATION FACILITIES IN THE PUBLIC RIGHT-OF-WAY”.

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

11. **UNFINISHED BUSINESS** **None.**
12. **NEW BUSINESS**
- 12A. **AUTHORIZING EXECUTION AND DELIVERY OF A MUNICIPAL LEASE PURCHASE AGREEMENT**

The City of Stanton (the “City”) is acquiring 944 streetlights (the “Street Light Acquisition:”) from Southern California Edison (“SCE”). Resolution No. 2019-40 will authorize the execution and delivery of a Municipal Lease Purchase Agreement to fund \$1,125,000 of the Street Light Acquisition. An additional \$602,095.92 from the Light/Median Maintenance Fund will be used to make the total payment of \$1,727,095.92 required by SCE for the Street Light Acquisition.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize Budget Adjustment No. 2020-06, appropriating \$105,000 of Light/Median Maintenance Fund balance for a portion of the Street Light Acquisition; and

3. Authorize staff to make payment to SCE of \$602,095.92 out of the Light /Median Maintenance Fund for a portion of the Street Light Acquisition; and
4. Approve Resolution No. 2019-40, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING EXECUTION AND DELIVERY OF A MUNICIPAL LEASE PURCHASE AGREEMENT AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH”.

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.

Currently Scheduled: None.

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

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

18. ADJOURNMENT in honor and memory of Mr. Ted Dickson.

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 22nd day of August, 2019.

s/ Patricia A. Vazquez, City Clerk/Secretary


Item Number: 9B

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

July 18, 2019	\$601,773.66
July 25, 2019	\$334,702.73
July 29, 2019	\$13,966.60
August 1, 2019	\$158,175.30

\$1,108,618.29

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


City Manager

for Jared
Hildebrand

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


Assistant City Manager

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

August 7, 2019

\$938,772.03

August 15, 2019

\$72,872.26

\$1,011,644.29

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.



Assistant City Manager

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING JULY 9, 2019

1. CALL TO ORDER / CLOSED SESSION

The City Council meeting was called to order at 6:00 p.m. by Mayor Shawver.

2. ROLL CALL

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

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

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

4A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing litigation pursuant to Government Code section 54956.9(d)(1)

Number of cases: 1

Heaven's Gate Funeral Home, Inc. v. City of Stanton, Superior Court of the State of California County of Orange, Case Number: 30-2019-01054997-CU-WM-CJC

4B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

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

Number of Potential Cases: 1

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

The meetings were called to order at 6:37 p.m. by Chairman Shawver.

The City Attorney reported that the Stanton City Council met in closed session from 6:00 to 6:30 p.m.

The City Attorney reported that there was no reportable action.

DRAFT

6. ROLL CALL

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

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Mr. Guillermo Perez, Associate Engineer.

8. SPECIAL PRESENTATIONS AND AWARDS

The City Council presented a proclamation to Fire Division Chief Shane Sherwood, Orange County Fire Authority and declared the height of wildfire season beginning in mid-summer and running through early autumn as Wildfire Awareness and Prevention Season in the City of Stanton.

9. CONSENT CALENDAR

Motion/Second: Warren/Ramirez

Motion unanimously carried by the following vote:

AYES: 5 (Ramirez, Shawver, Taylor, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

The City Council/Agency Board/Authority Board approved the following Consent Calendar items:

CONSENT CALENDAR

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

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

DRAFT

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated June 19, 2019 and June 27, 2019, in the amount of \$1,667,569.71.

9C. REVISED MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS BOARDS, COMMISSIONS, COMMITTEES AND AGENCIES

Traditionally, Council Members have been appointed by the Mayor to serve on numerous outside committees, boards, commissions and agencies. Each appointee is responsible for representing the City and voting on behalf of the City Council. The Mayor has conducted a review and has selected appointees, as detailed in Attachment 1. With the exception of the Orange County Fire Authority ("OCFA") appointment, which is required to be made by Resolution, the Mayor may otherwise make appointments to each committee, board, commission or agency by nomination and Minute Order confirmation. In addition, the Fair Political Practices Commission ("FPPC") regulations require the adoption and posting of Form 806, Agency Report of Public Official Appointments, in order for individual Council Members to participate in a City Council vote that would result in him or her serving in a position that provides compensation of \$250 or more in any 12-month period.

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. Confirmed the revised Mayor's appointments of Council Members as representatives to various agencies list.

9D. FIRST AMENDMENT TO AGREEMENT WITH HDL

Hinderliter, de Llamas & Associates (HdL) has been the City's sales, property tax, and transactions and use tax consultants since 1987. The City is requesting an amendment to the existing contract with HdL to allow for a Utility User Tax Audit on a contingent basis.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Authorized the City Manager to sign the First Amendment to Agreement for Sales, Use and Transactions Tax Services with HdL.

DRAFT

9E. JUNE 2019 GENERAL FUND REVENUE AND EXPENDITURE REPORT

The monthly General Fund Revenue and Expenditure Report as of June 2019 has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D)1 and is being provided to City Council.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the General Fund Revenue and Expenditure Report as of June 2019.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1090

This Ordinance was introduced at the regular City Council meeting of June 25, 2019.

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

Motion/Second: Van/Taylor

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

Motion unanimously carried:

1. The City Clerk read the title of Ordinance No. 1090, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING CHAPTER 20.325 OF THE STANTON MUNICIPAL CODE RELATING TO TEMPORARY NONCOMMERCIAL SIGNS"; and

DRAFT

2. The City Council finds that Ordinance No. 1090 is exempt from CEQA pursuant to Section 15061(b)(3), because there is no possibility that the proposed Ordinance will have a significant effect on the environment; and
3. Adopted Ordinance No. 1090.

12. NEW BUSINESS

12A. CITY COUNCIL APPOINTMENT TO FILL ONE VACANCY ON THE STANTON PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION FOR TERM COINCIDING WITH THE CITY COUNCIL ELECTION

The Council Member holding the seat corresponding to that numbered seat on the Parks, Recreation and Community Services Commission shall be responsible for appointment of one Commissioner (who shall be a qualified elector of the City), with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment. Section 2.06.030 of the Stanton Municipal Code requires the submission of applications and interviews prior to appointment to any position. Section 2.06.030 also provides that the City Council, by majority vote, may waive to the requirement interview persons previously appointed by the City Council and who are requesting re-appointment to another term.

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

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. Waived interviews with the following Parks, Recreation and Community Services Commission applicants:
 - Jeffrey Jones – Not in attendance
 - Jerry Ristrom – Interview conducted at the June 25, 2019 City Council meeting.

Motion/Second: Ramirez/Warren

Motion unanimously carried by the following vote:

AYES: 5 (Ramirez, Shawver, Taylor, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

Mr. Jerry Ristrom was appointed to fill Seat #7 on the Stanton Parks, Recreation and Community Services Commission.

DRAFT

13. ORAL COMMUNICATIONS – PUBLIC

- Mr. Steve Sarkis, resident, spoke regarding speeding and parking concerns within his neighborhood.
- Mr. Robert Lewis, resident, spoke regarding the multitude of fireworks that he witnessed during the 4th of July holiday.

14. WRITTEN COMMUNICATIONS None.

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

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

- Council Member Van reported on her request to create a count committee to assist with the 2020 census.
- Council Member Van reported on her and Assistant City Manager Stephen M. Parker's meeting with the Orange County Transportation Authority (OCTA) and announced that the OCTA is willing to provide transportation services to City events at a reduced costs.
- Council Member Van reported that the Stanton Branch Library is officially open and spoke regarding the various programs that the library is currently offering.
- Council Member Van reported on the upcoming City of Stanton Day and Flag Raising Ceremony at the OC Fair, which is scheduled to be held on July 25, 2019.
- Ms. Zenia Bobadilla, Community Services Manager reported on the City's upcoming Movies Under the Stars Series and National Night Out event.

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

Mayor Shawver requested that Townsend Public Affairs provide a bimonthly update to the City Council.

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

None.

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

None.

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17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Ms. Zenia Bobadilla, Community Services Manager reported on the upcoming community meeting to discuss the future Norm Ross Sports Complex renovations, which will be held on July 10, 2019 at Zuniga Park.
- Lieutenant Nate L. Wilson provided the City Council with the 2019, 4th of July holiday after summary report.

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.

Fire Division Chief Shane Sherwood provided the City Council with an update on their current operations and also provided the City Council with the 2019, 4th of July holiday after summary report.

18. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 7:13 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON JOINT REGULAR MEETING JULY 23, 2019

1. CALL TO ORDER / CLOSED SESSION

The City Council meeting was called to order at 6:02 p.m. by Mayor Shawver.

2. ROLL CALL

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

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the Stanton City Council of the City of Stanton proceeded to closed session at 6:03 p.m. for discussion regarding:

4A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing litigation pursuant to Government Code section 54956.9(d)(1)

Number of cases: 1

Heaven's Gate Funeral Home, Inc. v. City of Stanton, Superior Court of the State of California County of Orange, Case Number: 30-2019-01054997-CU-WM-CJC

4B. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

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

Number of Potential Cases: 1

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

The meetings were called to order at 6:37 p.m. by Chairman Shawver.

The City Attorney reported that the Stanton City Council met in closed session from 6:00 to 6:30 p.m.

The City Attorney reported that there was no reportable action.

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6. ROLL CALL

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

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Mr. David Volz.

8. SPECIAL PRESENTATIONS AND AWARDS None.

9. CONSENT CALENDAR

Motion/Second: Ramirez/Warren

Motion unanimously carried by the following vote:

AYES: 5 (Ramirez, Shawver, Taylor, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

The City Council/Agency Board/Authority Board approved the following Consent Calendar items:

CONSENT CALENDAR

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

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

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated July 3, 2019 and July 11, 2019, in the amount of \$459,913.33.

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9C. APPROVAL OF MINUTES

The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – June 25, 2019.

9D. JUNE 2019 INVESTMENT REPORT

The Investment Report as of June 30, 2019 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of June 2019.

9E. JUNE 2019 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of June 30, 2019 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 2019.

9F. APPROVAL OF SELECTION OF TELECOMMUNICATIONS VENDOR

Staff conducted research and obtained nine quotes and is recommending that City Council approve moving forward with CommandLink as the City's telecommunications provider.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(4) – the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Authorized the Assistant City Manager to execute the attached CommandLink sales order form and any additional documents necessary to move telecommunications services to CommandLink.

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9G. REVIEW OF INSURANCE COVERAGE OPTIONS

The City of Stanton has been of member of Public Entity Risk Management Authority (PERMA), an insurance Joint Powers Authority (JPA), since February 1, 1987. The City is requesting authorization to engage Bickmore, a professional risk advisor, to identify and evaluate available pool and commercial alternatives for various liability insurance coverage programs.

1. The City Council declared that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approved Budget Adjustment 2020-01 appropriating funds for the review of insurance coverage options from fund balance in the Workers Compensation and Liability Risk Management Internal Service funds; and
3. Authorized the City Manager to sign a \$25,000 professional services agreement with Bickmore for the review of insurance coverage options.

9H. RESOLUTION AUTHORIZING THE APPLICATION FOR GRANT FUNDS FOR THE STANTON FAMILY RESOURCE CENTER UNDER THE COUNTY OF ORANGE FAMILIES AND COMMUNITIES TOGETHER (FaCT) PROGRAM

Resolution No. 2019-33 will authorize the City to file an application for grant funds for the Stanton Family Resource Center under the County of Orange Families and Communities Together Program (FaCT) to provide human and social services from the County of Orange Social Services Agency.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(4) – the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Approved Resolution No. 2019-33 authorizing the application for FaCT grant funding, entitled:

"APPROVING THE APPLICATION FOR GRANT FUNDS FOR FAMILY RESOURCE CENTER UNDER THE COUNTY OF ORANGE FAMILIES AND COMMUNITY TOGETHER (FaCT) PROGRAM".

END OF CONSENT CALENDAR

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10. PUBLIC HEARINGS

10A. CALLING FOR AND CONDUCTING A CONSOLIDATED SPECIAL MUNICIPAL ELECTION ON NOVEMBER 5, 2019 FOR APPROVING CITY-PROPOSED BALLOT MEASURES; SETTING PRIORITIES FOR THE FILING OF WRITTEN ARGUMENTS; AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS FOR EACH BALLOT MEASURE

The Cannabis Ad Hoc Committee has proposed two City-sponsored ballot measures for a November 5, 2019 Special Election for the Council's consideration: 1) a new Cannabis Business Tax and 2) an increase and modernization to the Transient Occupancy Tax. As an administrative matter, and to ensure that information is presented to the City's voters in a manner consistent with applicable State law, staff also recommends the adoption of procedures setting priorities for the submission of arguments and rebuttal arguments to be printed in the sample ballot, and directing the preparation by the City Attorney of impartial analyses.

Staff report by Mr. Jarad L. Hildenbrand, City Manager.

The public hearing was opened.

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

Motion/Second: Van/Taylor

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

Motion unanimously carried:

1. The City Council declared that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) — The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and

2. Approved Resolution No. 2019-30, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE NOVEMBER 5, 2019 SPECIAL MUNICIPAL ELECTION BALLOT FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A PROPOSED ORDINANCE ADDING CHAPTER 5.74 TO

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TITLE 5 OF THE STANTON MUNICIPAL CODE, ESTABLISHING A TAX ON CANNABIS BUSINESSES OPERATING WITHIN THE CITY OF STANTON; MAKING FINDINGS OF FISCAL EMERGENCY PURSUANT TO CALIFORNIA PROPOSITION 218; REQUESTING FULL ELECTION SERVICES FROM THE COUNTY OF ORANGE TO CONDUCT SAID SPECIAL ELECTION; AND SETTING RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE ORDINANCE”;
and

3. Approved Resolution No. 2019-31, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA CALLING FOR THE PLACEMENT OF A GENERAL TAX MEASURE ON THE NOVEMBER 5, 2019 SPECIAL MUNICIPAL ELECTION BALLOT FOR THE SUBMISSION TO THE QUALIFIED VOTERS OF A PROPOSED ORDINANCE AMENDING THE CITY’S TRANSIENT OCCUPANCY (HOTEL) TAX BY INCREASING THE RATE FROM 8% TO 12% AND ADDRESSING ONLINE TRAVEL COMPANY AND OTHER THIRD PARTY BOOKINGS; MAKING FINDINGS OF FISCAL EMERGENCY PURSUANT TO CALIFORNIA PROPOSITION 218; REQUESTING FULL ELECTION SERVICES FROM THE COUNTY OF ORANGE TO CONDUCT SAID SPECIAL ELECTION; AND SETTING RULES AND DEADLINES FOR ARGUMENTS AND REBUTTALS FOR AND AGAINST THE ORDINANCE”; and

4. Approved Budget Adjustment No. 2020-02 to appropriate \$133,500 to account 101-1400-608140 (City Clerk: Elections) in the General Fund from fund balance for the special election.

11. **UNFINISHED BUSINESS** None.

12. **NEW BUSINESS**

12A. **CONSIDERATION OF BALLOT ARGUMENTS IN SUPPORT OF MEASURES**

At the July 23 meeting, the City Council will consider calling a Special Election for two City-sponsored ballot measures. It is appropriate for the full City Council to prepare an argument supporting its position in favor of the measures. Accordingly, the Ad Hoc Committee (Mayor Pro Tem Ramirez and Council Member Van) has drafted arguments for full City Council’s consideration.

Staff report by Mr. Jarad L. Hildenbrand, City Manager.

Mayor Shawver expressed his gratitude to the Ad Hoc Committee which worked to draft the regulatory and land use ordinance and prepared arguments supporting the City Council’s position in favor of the measures for consideration by the City Council.

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Mayor Shawver requested to create a new subcommittee to review and revise the drafted arguments supporting the City Council's position in favor of the measures for consideration by the City Council.

Mayor Shawver and Council Member Warren were nominated to serve on the newly formed subcommittee.

Motion/Second: Taylor/Ramirez

Motion unanimously carried by the following vote:

AYES: 5 (Ramirez, Shawver, Taylor, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) — The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Mayor Shawver and Council Member Warren were appointed to serve on the newly formed subcommittee to draft language for the ballot arguments in favor of the proposed measures.

12B. RESOLUTION AUTHORIZING STAFF TO APPLY FOR THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM

To approve and submit an application for grant funding for the Norm Ross Sports Complex Renovation Project.

Staff report by Ms. Zenia Bobadilla, Community Services Manager.

Presentation of design and amenities by Mr. David Volz, David Volz Design.

The City Council questioned staff regarding parking, shared use, outdoor education areas, working relationship with the school district, homerun fencing, grant type, cost, public/private partnerships, shuffleboard, pickle ball, volleyball court, community garden (grant to cover the cost of planters, hose bibs, and available use of restrooms), security, lighting, skate park design including a shade element, timeline, ability to revise the proposed design, fencing, solar elements, and exercise equipment.

DRAFT

Motion/Second: Ramirez/Warren

Motion unanimously carried by the following vote:

AYES: 5 (Ramirez, Shawver, Taylor, Van, and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) — The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and

2. Approved Resolution No. 2019-32, entitled:

“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS”; and

3. Authorized the City Manager or designee to apply for subject grants.

13. ORAL COMMUNICATIONS – PUBLIC

- Mr. John Warren, resident, expressed his gratitude to David Volz Design for their time and efforts in the preliminary design of the Norm Ross Sports Center and for their work on Stanton’s Veteran’s Park, Harry M. Dotson Park, and Stanton Central Park.
- Introduction and presentation by the Livingstone Community Development Corporation, sharing their mission with the City Council and providing information on their current operations.

14. WRITTEN COMMUNICATIONS None.

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

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

- Council Member Van reported that the Stanton Branch Library is officially open and spoke regarding the various programs that the library is currently offering such as the Discover and Go program.
- Council Member Van reported on her participation on a ride-a-long with the Orange County Fire Authority, expressed her gratitude to the Fire Fighters, and encouraged staff, council, and residents to participate on a ride-a-long of their own.

DRAFT

- Council Member Warren reported on the upcoming City of Stanton Day and Flag Raising Ceremony at the OC Fair, which is scheduled to be held on July 25, 2019.
- Council Member Taylor reported on the Orange County Vector Control District's upcoming open house, which is scheduled to be held on August 15, 2019.
- Mayor Shawver reported on the Orange County Sanitation District's 65th Anniversary Celebration, which is scheduled to be held on July 27, 2019.

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

None.

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

None.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

None.

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

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

Lieutenant Nate L. Wilson provided the City Council with an update on their current operations.

- Fire Division Chief Shane Sherwood, Orange County Fire Authority, spoke regarding the height of wildfire season beginning in mid-summer and running through early autumn and the importance of being prepared for an earthquake.
- Ms. Zenia Bobadilla, Community Services Manager reported on the City's upcoming Concerts in the Park, Movies Under the Stars Series, and National Night Out event.
- Mr. Stephen M. Parker, Assistant City Manager reported on the City being awarded the 2018 Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.

DRAFT

- Mayor Shawver expressed his gratitude to Mr. James J. Wren, Public Safety Services Director and his staff for their dedicated work in the field.
- Mr. James J. Wren, Public Safety Services Director reported on the current status of massage establishments within the City at the request of Council Member Taylor.

18. **ADJOURNMENT** in honor and memory of Mr. Irv Pickler.

Motion/Second: Shawver/

Motion carried at 7:35 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON
SPECIAL MEETING AUGUST 1, 2019
10660 WESTERN AVENUE, STANTON, CA 90680

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 6:00 p.m. by Mayor Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Mayor David J. Shawver.

4. **ROLL CALL**

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

Absent: None.

Excused: Mayor Pro Tem Ramirez.

SPECIAL ORDERS OF THE DAY

5. **NEW BUSINESS**

5A. **DISCUSSION REGARDING COMMUNITY AND RESIDENT COMMENTS**

Presentation by Senator Ling Ling Chang regarding a report on the State of the 29th Senate District.

Presentations and discussions by the City Council, staff, and residents regarding the City, City projects and programs, and addressing resident comments.

6. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 7:02 p.m.

MAYOR

DRAFT

ATTEST:

CITY CLERK

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING AUGUST 5, 2019

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 2:00 p.m. by Mayor Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Mr. Stephen M. Parker, Assistant City Manager.

4. **ROLL CALL**

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

Absent: None.

Excused: None.

SPECIAL ORDERS OF THE DAY

5. **NEW BUSINESS**

5A. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, AMENDING THE BALLOT LABEL/BALLOT QUESTION FOR A GENERAL TAX MEASURE TO BE PLACED ON THE NOVEMBER 5, 2019 SPECIAL MUNICIPAL ELECTION BALLOT RELATING TO A PROPOSED ORDINANCE AMENDING THE CITY'S HOTEL/MOTEL VISITOR (TRANSIENT OCCUPANCY) TAX BY INCREASING THE RATE FROM 8% TO 12% AND ADDRESSING ONLINE TRAVEL COMPANY AND OTHER THIRD PARTY BOOKINGS**

The City Council desires to amend the ballot label/ballot question to clarify the measure for Stanton voters.

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

Council Member Van requested to amend the ballot label / ballot question to include the following language:

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"To improve general City services, such as police, fire and emergency response, parks and youth/senior services, and street repair, shall a measure amending the Stanton Municipal Code to increase the Transient Occupancy Tax rate from 8% to 12%, providing approximately \$250,000 annually, until ended by voters, and applying the tax to all rent charged to hotel/motel guests, including by online travel and short term rental companies, for transient occupancy of any hotel/motel, be adopted?"

Motion/Second: Taylor/Ramirez

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

Motion unanimously carried:

1. The City Council declared that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) — The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Approved Resolution No. 2019-34 as amended, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, AMENDING THE BALLOT LABEL/BALLOT QUESTION FOR A GENERAL TAX MEASURE TO BE PLACED ON THE NOVEMBER 5, 2019 SPECIAL MUNICIPAL ELECTION BALLOT RELATING TO A PROPOSED ORDINANCE AMENDING THE CITY’S HOTEL/MOTEL VISITOR (TRANSIENT OCCUPANCY) TAX BY INCREASING THE RATE FROM 8% TO 12% AND ADDRESSING ONLINE TRAVEL COMPANY AND OTHER THIRD PARTY BOOKINGS”.

5B. CONSIDERATION OF BALLOT ARGUMENTS IN SUPPORT OF MEASURES

At the July 23, 2019 City Council Meeting, the City Council called a Special Municipal Election for two City-sponsored ballot measures. It is appropriate for the full City Council to prepare an argument supporting its position in favor of the measures. Accordingly, the Ad Hoc Committee (Mayor Shawver and Council Member Warren) have drafted arguments for full City Council’s consideration.

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

DRAFT

Motion/Second: Shawver/Warren
Motion unanimously carried by the following vote:

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

The City Council determined that the ballot arguments in favor of the proposed measures should be authored and signed by community members.

6. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 2:18 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 27, 2019

SUBJECT: JULY 2019 INVESTMENT REPORT

REPORT IN BRIEF:

The Investment Report as of July 31, 2019 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 July 2019.

BACKGROUND:

The attached reports summarize the City investments and deposit balances as of July 2019. A summary of the City's investments and deposits is included as Attachment A. The details of the City's investments are shown in Attachment B. The City's cash and investment balances by fund type are presented in Attachment C.

ANALYSIS:

The City's investments in the State Treasurer's Local Agency Investment Fund (LAIF) and in PFM's California Asset Management Program (CAMP) continue to be available on demand. The effective yield on LAIF for the month of July 2019 was 2.38%. All City investments have safekeeping with Bank of the West. The City's investments are shown on Attachment B and have a weighted investment yield of 2.25%. Including LAIF and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 2.32%, which is below the benchmark LAIF return of 2.38% due to a 226% increase in the LAIF rate over the past two years.

The weighted average maturity of the City's investments on July 2019 is 892 days. Including LAIF and a money market account, it is 427 days. LAIF's average maturity on

July 31, 2019 was approximately 182 days.

With a weighted average maturity of 2.25 years, the City is well within the investment policy restriction of 3.5 years.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2019-20 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 \$48.9 million portfolio with \$23.4 million in investments with safekeeping with Bank of the West.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

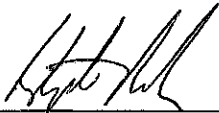
Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved:



Stephen M. Parker, CPA
Assistant City Manager/Treasurer



Jarad L. Hildenbrand
City Manager

Attachments:

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

**CITY OF STANTON, CA
INVESTMENTS AND DEPOSITS
July 31, 2019**

Investment Type	Issuer	Date of Maturity	Interest Rate	Gasb 31 Value	Cost	% of Total	Market Value	Market Value Source
LAIF and BOW General Acct - City	State of California/ BOW	On Demand	2.38% N/A	\$ 9,094,303	\$ 2,447,875	5.01%	\$ 2,447,876	LAIF
State Pool (LAIF) - HA Portion	State of California	On Demand	2.38%	\$ 17,800,005	\$ 17,800,005	36.42%	\$ 17,800,006	LAIF
Investments ²	Various	Various	Various	\$ 23,342,216	\$ 23,400,272	47.88%	\$ 23,403,717	Bank of the West
California Asset Management Plan	PFM Asset Management	On Demand	2.42%	\$ 5,222,621	\$ 5,222,621	10.69%	\$ 5,222,621	PFM
Subtotal - Investments					\$ 48,870,773	100.00%	\$ 48,874,220	
Imprest Accts & Petty Cash	Bank of the West	On Demand	N/A	N/A	\$ 114,077		\$ 114,077	Bank of the West
Subtotal - Deposits					\$ 114,077		\$ 114,077	

Total Cash Investments and Deposits ³

427	2.32%
Weighted Average ghted Average Maturity (days) Yield	

\$ 48,984,850

\$ 48,988,297

¹ Par Value amount represents entire LAIF and CAMP balances, including City, Successor Agency and Housing Authority portions

² Cost amount includes \$58,005 adjustment made to City's books at 6/30/17 to adjust portfolio to market value, per GASB 31

³ Weighted average maturity and yield calculations include LAIF, CAMP and Investments

NOTES:

The City's portfolio is in compliance with the City's 2018-19 Investment Policy.

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

CITY OF STANTON
INVESTMENTS
JULY 2019

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value
U.S. Government Agency Securities:											
Chandler Asset Management	FHLB	3130A0JR2	1.65%	2.38%	103.07	11/23/15	12/13/19	NC	200,000	205,688	200,180
Multi-Bank Securities, Inc.	FHLB	3130AC2X1	2.00%	2.00%	100.00	8/23/2017	8/23/2022	8/23/2019	500,000	500,000	500,025
Multi-Bank Securities, Inc.	FHLB	3130AC7K4	2.00%	2.00%	100.00	8/22/2017	9/15/2022	9/15/2019	500,000	500,000	500,025
Stifel, Nicolaus & Company, Inc.	FFCS	3133EKT13	2.24%	2.23%	99.95	7/19/2019	7/8/2024	NC	1,000,000	999,500	998,450
Cantella & Co., Inc	FAMCA	314225E1E	2.26%	2.26%	100.00	7/24/2019	7/24/2020	7/24/2020	500,000	500,000	499,930
First Empire Securities	FNMA DUS Balloon	3138LJH4	2.40%	2.81%	101.91	7/19/2019	7/1/2024	NC	473,594	466,016	466,967
First Empire Securities	FNMA DUS Balloon	3138LF4Y1	2.03%	1.62%	98.40	8/18/2017	11/1/2021	NC	485,623	494,880	496,063
									3,659,216	3,656,094	3,662,640
Municipal Bonds											
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZF7	2.04%	2.30%	100.75	7/24/2017	8/1/2020	NC	250,000	251,875	250,280
First Empire Securities	Coachella Valley CA Unif School District	189849KY7	2.25%	2.89%	101.65	11/17/2017	8/1/2020	NC	440,000	447,260	442,715
Cantella & Co., Inc	Banning CA RDA SA TAB	066616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	248,743
Multi-Bank Securities, Inc.	Banning CA RDA SA TAB	066616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	248,743
Multi-Bank Securities, Inc.	Pomona CA RDA Lease Bond	73203MCX4	2.05%	2.42%	100.60	8/23/2017	4/1/2021	NC	500,000	503,000	499,800
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.32%	2.51%	100.75	7/24/2017	8/1/2021	NC	350,000	352,625	353,328
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.22%	2.51%	101.09	8/18/2017	8/1/2021	NC	255,000	257,777	255,696
Multi-Bank Securities, Inc.	Guadalupe Community Redevelopment	400559AD2	2.55%	2.25%	99.00	1/8/2018	8/1/2021	NC	225,000	222,750	224,694
Cantella & Co., Inc	Oceanside CA Pension Obligation Bond Taxable	675371AX6	2.03%	3.25%	104.65	8/15/2017	8/15/2021	NC	280,000	293,013	285,496
Cantella & Co., Inc	LA County CA RDA TAB Taxable West Covina S	54465AHP0	2.08%	2.50%	101.67	6/26/2017	9/1/2021	NC	400,000	406,684	402,544
First Empire Securities	Yorba Linda RDA SA TAB Taxable Series B	966176AQ8	2.00%	2.00%	100.00	8/15/2017	9/1/2021	NC	360,000	360,000	357,775
First Empire Securities	Riverside CA Pension Obligation Bond	769036BB8	2.25%	2.50%	101.16	6/20/2017	6/1/2022	NC	500,000	505,800	502,610
First Empire Securities	Riverside CA Pension Obligation Bond	769036BB8	2.40%	2.50%	100.45	7/24/2017	6/1/2022	NC	240,000	241,080	241,253
Stifel, Nicolaus & Company, Inc.	Stockton CA Redevelopment Agency SA	861403AUI7	2.60%	2.50%	99.59	5/1/2019	9/1/2023	NC	250,000	248,975	248,785
									4,550,000	4,588,139	4,562,460
Negotiable Certificates of Deposit:											
Multi-Bank Securities, Inc.	Direct Federal Credit Union	25460FA09	1.75%	1.75%	100.00	5/24/2017	2/24/2020	NC	249,000	249,000	248,681
Multi-Bank Securities, Inc.	Live Oak Banking Company	539036CN2	1.80%	1.80%	100.00	4/7/2017	4/7/2020	NC	249,000	249,000	248,696
Cantella & Co., Inc	Community Trust Bank Inc..	20418LAC3	1.85%	1.85%	100.00	8/10/2017	8/18/2020	NC	247,000	247,000	246,637
Multi-Bank Securities, Inc.	Park National Bank	700654Y2	1.95%	1.85%	100.00	3/30/2017	9/30/2020	NC	249,000	249,000	248,853
First Empire Securities	First Bank Richmond	319267GC8	1.80%	1.80%	100.00	6/23/2017	11/23/2020	NC	247,000	247,000	246,311
Multi-Bank Securities, Inc.	Numerica Credit Union	67054NAF0	2.00%	2.00%	100.00	5/30/2017	11/30/2020	NC	249,000	249,000	248,960
First Empire Securities	BMW Bank	05580AGQ1	1.95%	1.95%	100.00	3/10/2017	3/10/2021	NC	248,000	248,000	247,655
First Empire Securities	Wells Fargo Bank, NA	949763FQ4	2.10%	2.10%	100.00	3/15/2017	3/15/2021	NC	249,000	249,000	249,244
First Empire Securities	Landmark Bank	51509VCA9	2.10%	2.10%	100.00	3/29/2017	3/29/2021	9/29/2019	248,000	248,000	248,037
First Empire Securities	Meditation Bank	56403BEF8	2.00%	2.00%	100.00	4/6/2017	4/6/2021	NC	249,000	249,000	248,823
Cantella & Co., Inc	Comerity Capital Bank	2003SAUK0	2.00%	2.00%	100.00	6/30/2017	6/30/2021	NC	249,000	249,000	248,709
First Empire Securities	Discover Bank	254672SD6	2.10%	2.10%	100.00	7/6/2017	7/6/2021	NC	247,000	247,000	247,168
Cantella & Co., Inc	Barclays Bank	06740KIC0	2.00%	2.00%	100.00	7/12/2017	7/12/2021	NC	247,000	247,000	246,694
First Empire Securities	Abacus Federal Savings Bank	002577AY2	1.95%	1.95%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	248,437
Cantella & Co., Inc	MB Financial Bank	5266CWM3	1.90%	1.90%	100.00	7/21/2017	7/21/2021	NC	249,000	249,000	248,198
First Empire Securities	HSSC Bank USA, NA	40434YMK0	2.15%	2.15%	100.00	7/26/2017	7/26/2021	1/26/2020	247,000	247,000	247,210
First Empire Securities	Third Federal Savings and Loan	86413QBN7	2.00%	2.00%	100.00	7/29/2017	7/29/2021	NC	249,000	249,000	247,668
Multi-Bank Securities, Inc.	State Bank of India	8562846V1	2.35%	2.35%	100.00	3/14/2017	3/14/2022	NC	249,000	249,000	249,552

CITY OF STANTON
INVESTMENTS
JULY 2019

Investment Type/ Broker	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call Date (NC=noncallable)	Par Value	Purchase Amount	Current Market Value
Multi-Bank Securities, Inc.	140420Z52	2.35%	2.35%	100.00	3/15/2017	3/15/2022	NC	248,000	248,000	249,555
Cantella & Co., Inc	48126XD93	2.35%	2.35%	100.00	3/16/2017	3/16/2022	9/16/2019	248,000	248,000	249,127
First Empire Securities	05581WNK7	2.00%	2.00%	100.00	3/29/2017	3/29/2022	9/29/2019	248,000	248,000	247,998
Cantella & Co., Inc	87166EL96	2.40%	2.40%	100.00	5/19/2017	5/19/2022	NC	247,000	247,000	248,919
First Empire Securities	02554BCN9	2.10%	2.10%	100.00	6/9/2017	5/23/2022	NC	150,000	150,000	149,945
First Empire Securities	319141GL5	2.10%	2.10%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	246,874
Cantella & Co., Inc	38148PKX4	2.35%	2.35%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	248,601
Cantella & Co., Inc	14042RGN6	2.30%	2.30%	100.00	7/19/2017	7/19/2022	NC	247,000	247,000	248,260
Sifel, Nicolaus & Company, Inc.	87270LGM6	2.10%	2.10%	100.00	7/29/2019	7/29/2022	NC	247,000	247,000	248,830
Multi-Bank Securities, Inc.	799460B61	2.30%	2.30%	100.00	7/27/2017	8/2/2022	NC	248,000	248,000	249,255
Cantella & Co., Inc	02887DV47	2.35%	2.35%	100.00	8/3/2017	8/8/2022	NC	247,000	247,000	247,487
First Empire Securities	316077CV6	1.70%	1.70%	99.80	8/4/2017	8/9/2022	9/9/2019	249,004	248,995	247,708
First Empire Securities	02587CFU6	2.40%	2.40%	100.00	8/22/2017	8/29/2022	NC	247,000	247,000	247,089
Sifel, Nicolaus & Company, Inc.	01748DBB1	2.65%	2.65%	100.00	4/11/2019	2/14/2023	NC	249,000	249,000	252,230
Sifel, Nicolaus & Company, Inc.	319481BT5	2.79%	2.45%	99.60	4/12/2019	3/22/2023	9/22/2019	248,004	248,004	249,214
Sifel, Nicolaus & Company, Inc.	62384RAF3	2.84%	3.00%	100.00	4/9/2019	3/27/2023	NC	249,000	250,454	255,125
Sifel, Nicolaus & Company, Inc.	27002YEL6	2.65%	2.85%	100.00	4/30/2019	4/28/2023	NC	249,000	249,000	251,933
Sifel, Nicolaus & Company, Inc.	9143SLAG2	2.82%	3.05%	100.50	4/25/2019	5/15/2023	NC	248,240	248,240	254,438
Sifel, Nicolaus & Company, Inc.	59013J7P8	2.60%	2.60%	100.00	4/23/2019	8/23/2023	NC	249,000	249,000	250,999
Sifel, Nicolaus & Company, Inc.	44042TBO6	2.10%	1.70%	98.43	7/29/2019	8/29/2023	NC	249,000	245,091	246,948
Cantella & Co., Inc	33715LCJ7	3.35%	3.35%	100.00	9/21/2018	9/27/2023	NC	240,000	240,000	248,050
Sifel, Nicolaus & Company, Inc.	61690UDW7	3.10%	3.10%	100.00	2/7/2019	2/7/2024	NC	246,000	246,000	253,218
Sifel, Nicolaus & Company, Inc.	61760AVJ5	3.10%	3.10%	100.00	2/7/2019	2/7/2024	NC	246,000	246,000	253,218
Sifel, Nicolaus & Company, Inc.	301485AH1	2.22%	2.15%	99.70	7/24/2019	2/26/2024	NC	216,000	215,362	213,584
Sifel, Nicolaus & Company, Inc.	06251AV48	2.80%	2.90%	100.00	4/24/2019	3/25/2024	NC	250,000	250,000	255,293
Sifel, Nicolaus & Company, Inc.	42228LAD3	2.65%	2.65%	100.00	4/25/2019	4/25/2024	NC	246,000	246,000	248,522
Sifel, Nicolaus & Company, Inc.	58065GAG3	2.60%	2.60%	100.00	4/26/2019	4/26/2024	NC	249,000	249,000	251,009
Sifel, Nicolaus & Company, Inc.	219240BY3	2.60%	2.60%	100.00	5/17/2019	5/14/2024	NC	249,000	249,000	251,007
Sifel, Nicolaus & Company, Inc.	06426KB57	2.65%	2.65%	100.00	5/23/2019	5/23/2024	NC	249,000	249,000	251,572
Sifel, Nicolaus & Company, Inc.	32112UDA6	2.20%	2.30%	100.47	7/12/2019	6/28/2024	NC	250,170	250,170	250,549
Multi-Bank Securities, Inc.	828373GX2	2.30%	2.30%	100.00	7/31/2019	7/31/2024	NC	249,000	249,000	247,536
Sifel, Nicolaus & Company, Inc.	19043TAR1	2.50%	2.50%	100.00	7/16/2019	7/16/2024	NC	249,000	249,000	249,834
Multi-Bank Securities, Inc.	29278TK47	2.35%	2.35%	100.00	7/22/2019	7/22/2024	NC	247,000	247,000	248,113
Multi-Bank Securities, Inc.	298647AV1	2.25%	2.25%	100.00	7/22/2019	7/22/2024	NC	249,000	249,000	248,911
Sifel, Nicolaus & Company, Inc.	32110YMY8	2.20%	2.20%	100.00	7/22/2019	7/22/2024	NC	249,000	249,000	248,563
Sifel, Nicolaus & Company, Inc.	86789VZ56	2.30%	2.30%	100.00	7/24/2019	7/24/2024	NC	248,000	248,000	246,524
Cantella & Co., Inc	70147ACX0	2.25%	2.25%	100.00	7/29/2019	3/29/2022	NC	249,000	249,000	246,896
Cantella & Co., Inc	81423LCN0	2.25%	2.25%	100.00	7/31/2019	7/30/2024	NC	248,000	248,000	245,904
Cantella & Co., Inc	828373GY0	2.30%	2.30%	100.00	7/15/2019	7/15/2024	10/15/2019	248,000	248,000	247,502
								14,008,000	14,005,355	14,056,509
Oracle Corp	68389XAX3	1.28%	2.25%	103.16	08/11/16	10/08/19	NC	125,000	128,744	124,988
Toronto-Dominion Bank	89114QBUI	2.00%	1.90%	99.82	12/15/17	10/24/19	NC	250,000	249,543	249,728
Barclays Bank PLC	06744GFU0	2.00%	2.00%	100.00	08/11/17	08/25/20	8/25/2019	500,000	500,000	496,615
Bank of America Corp	06048WZB9	3.25%	3.25%	100.00	2/15/2019	2/15/2024	2/15/2020	250,000	250,000	250,778
		2.25% Weighted Average Yield				892 WAM	days	23,342,216	23,368,874	23,403,717
								11,396,26		
								23,342,216	23,400,272.34	23,403,717
Local Agency Investment Fund (LAIF) - City Portion		2.38%				8/1/2019		9,094,303	2,447,875	2,447,876
Local Agency Investment Fund (LAIF) - HA Portion		2.38%				8/1/2019		17,800,005	17,800,005	17,800,006
California Asset Management Program (CAMP)		2.38%				8/1/2019		5,222,621	5,222,621	5,222,621
		2.32% Weighted Average Yield				427 WAM	days	55,469,145	49,870,773	48,874,220
										-114,077

Medium-Term Corporate Notes:
Chandler Asset Management
Cantella & Co., Inc
Cantella & Co., Inc
Cantella & Co., Inc

Subtotal Adjustments
Prior Year Adjustments GASB 31
Investments Held With Bank of the West

State Treasurer's Pool
State Treasurer's Pool
PFM

Total Investments

Total Money Market, LAIF and Investments

CITY OF STANTON
CASH AND INVESTMENT BALANCES BY FUND TYPE
July 31, 2019

Fund Type	Cash and Investments	Totals
General Fund:		
Pooled	\$ 7,443,061	
Other Accounts *	28,736,970	\$ 36,180,031
Special Revenue, Capital Projects and Enterprise Funds:		
Gas Tax	74,388	
RMRA	323,188	
Measure M	396,911	
Fire Emergency Services	(145,034)	
Lighting & Median Maint.	1,909,918	
Housing Authority	1,605,782	
Sewer Maintenance	4,133,344	
Other	2,405,108	10,703,605
Internal Service Funds		1,311,715
Trust Funds		789,499
Total Cash and Investment Balances		\$ 48,984,850

* Housing Authority Fund, Imprest Accounts, Petty Cash and Investments

CITY OF STANTON

REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY

TO: Honorable Chair and Members of the Successor Agency

DATE: August 27, 2019

SUBJECT: JULY 2019 INVESTMENT REPORT (SUCCESSOR AGENCY)

REPORT IN BRIEF:

The Investment Report as of July 31, 2019 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

RECOMMENDED ACTION:

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the Investment Report for the month of July 2019.

BACKGROUND:

The attached reports summarize the Successor Agency investments and deposit balances as of July 2019. A summary of the Agency's investments and deposits is included as Attachment A. The Agency's cash balances by fund are presented in Attachment B.

ANALYSIS:

The Agency's investments in the State Treasurer's Local Agency Investment Fund (LAIF) and California Asset Management Plan (CAMP) continue to be available on demand. The effective yield on LAIF for the month of July 2019 was 2.38%, while the effective yield on CAMP was 2.42%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 1.30%, which is below the benchmark LAIF return of 2.38%, as the portfolio is almost completely liquid and has significant funds held in custodial accounts accruing very little interest.

With a completely liquid portfolio, the weighted average maturity of the Agency's investments at July 31, 2019 is 1 day. LAIF's average maturity at July 31, 2019 is approximately 182 days.

FISCAL IMPACT:

All deposits and investments have been made in accordance with the City's 2019-20 Investment Policy.

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

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Assistant City Manager/Treasurer

Approved:



Jarad L. Hildenbrand
City Manager

Attachments:

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY
INVESTMENTS AND DEPOSITS
July 31, 2019**

Investment Type	Institution	Issuer/ Broker	Date of Maturity	Interest Rate	Gasb 31 Value	Cost	Market Value	MV Source
LAI F and BOW General Acct	State of California/ BOW	State of California	On Demand	2.38% N/A	\$ 9,094,303	\$ 4,219,429	\$ 4,219,430	LAI F
Clawback - Demand Deposits/Money Market Account	Bank of the West	Bank of the West	On Demand	N/A	3,377,369	3,377,369	3,377,369	Bank of the West
								Bank of the West

Total Cash Investments and Deposits
\$ 7,596,798 \$ 7,596,799

Bond Funds Held by Trustees:

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2010 Tax Allocation Bonds (Tax-Exempt)									
Principal:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$16.85	\$16.85	\$16.85	US Bank
Interest:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$14,080.75	\$14,080.75	\$14,080.75	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$15.21	\$15.21	\$15.21	US Bank
Reserve Account:									
Cash Equivalent	LAI F	US Bank	99LA009W8	On Demand	2.38%	\$1,135,000.00	\$1,135,000.00	\$1,135,000.00	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)
\$1,149,113 \$1,149,113

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series A and B									
Debt Service Fund									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$493,169.27	\$493,169.27	\$493,169.27	US Bank
Principle Account					0.83				
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$151.83	\$151.83	\$151.83	US Bank
Interest Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$10.85	\$10.85	\$10.85	US Bank

Total 2016 Series A and B \$ 493,332 \$493,331.95

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
2016 Series C and D									
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$568,669.70	\$568,669.70	\$568,669.70	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$22.04	\$22.04	\$22.04	US Bank
Principle Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	60.05	\$60.05	\$60.05	US Bank

Total 2016 Series C and D \$ 568,752 \$568,751.79

Total Bond Fund Investments and Deposits (3)

\$2,211,197 \$2,211,197

Notes:

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

SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY**POOLED CASH BALANCES BY FUND TYPE**
July 31, 2019

Fund	Cash Balance
712 Redevelopment Obligation Retirement Fund	4,678,492
731 Successor Agency Admin Fund	(459,063)
741 Successor Agency Project Fund	-
741 Cash DDR Clawback	3,377,369
TOTAL CASH BALANCE	\$ 7,596,798

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 27, 2019

SUBJECT: JULY 2019 GENERAL FUND REVENUE AND EXPENDITURE REPORT

REPORT IN BRIEF:

The monthly General Fund Revenue and Expenditure Report as of July 2019 has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D)1 and is being provided to City Council.

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 Revenue and Expenditure Report as of July 2019.

ANALYSIS:

The attached reports summarize the City revenue and expenditure balances for the General Fund as of July 2019. The reports include information for the month of July, on a year-to-date basis, 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 is included as well.

FISCAL IMPACT:

The City is on pace to begin the fiscal year materiality within the projections identified as the beginning balance in the 2019-20 Budget.

ENVIRONMENTAL IMPACT:

None.

A.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Assistant City Manager

Approved:



Jarad L. Hildenbrand
City Manager

Attachments:

- A. July 2019 General Fund Revenues
- B. July 2019 General Fund Expenses

City of Stanton
July 2019 General Fund Expenses (8% of year)

	Current Month	FY 19-20 Year to Date	Budget FY 19-20	Percent of Budget	FY 18-19 Year to Date	Actual FY 18-19	Percent of Actual
1100 City Council	\$ 11,824	\$ 11,824	\$ 115,442	10.24%	\$ 91,790	\$ 107,263	9.13%
1200 City Attorney	-	-	260,000	0.00%	-	206,897	0.00%
1300 City Manager	17,528	17,528	294,435	5.95%	23,477	268,790	8.73%
1400 City Clerk	8,952	8,952	283,485	3.16%	12,284	213,512	5.75%
1410 Personnel/Risk Management	14,036	14,036	134,619	10.43%	6,287	174,050	3.61%
1430 Liability/Risk Management	84,672	84,672	89,000	95.14%	64,973	64,973	100.00%
Administration	137,011	137,011	1,176,981	11.61%	116,813	1,035,486	11.28%
1500 Administrative Services	43,800	43,800	847,673	5.17%	45,734	1,014,942	4.51%
1510 Information Technology	20,373	20,373	153,555	13.27%	35,539	130,796	27.17%
1600 Non-Dept (includes Transfers)	6,195	6,195	191,000	3.24%	13,494	5,303,025	0.25%
Administrative Services	70,368	70,368	1,192,229	5.90%	94,768	6,448,762	1.47%
2100 Law Enforcement	24,379	24,379	11,500,483	0.21%	253,300	18,356,821	1.38%
2200 Fire Protection	536	536	4,731,958	0.01%	419,666	20,193,545	2.08%
4300 Parking Control	30,697	30,697	300,870	10.20%	54,460	3,992,583	1.36%
1520 Code Enforcement	27,259	27,259	501,421	5.44%	79,661	695,606	11.45%
6200 Emergency Preparedness	-	-	4,500	0.00%	-	-	0.00%
Public Safety	82,861	82,861	17,033,822	0.49%	807,087	43,218,555	1.87%
3100 Engineering	19,348	19,348	137,968	14.02%	77,714	3,957,215	1.96%
3200 Public Facilities	11,441	11,441	368,904	3.10%	21,686	503,542	4.3%
3400 Parks Maintenance	18,105	18,105	411,702	4.40%	27,020	749,619	3.60%
3500 Street Maintenance	14,258	14,258	308,221	4.63%	46,970	637,101	7.37%
3600 Storm Drains	-	-	125,000	0.00%	-	84,994	0.00%
Public Works	63,151	63,151	1,331,795	4.67%	173,390	5,932,471	2.92%
4100 Planning	17,263	17,263	391,173	4.41%	14,123	342,799	4.12%
4200 Building Regulation	5,132	5,132	426,894	1.20%	33,337	761,962	4.38%
4400 Business Relations	3,497	3,497	155,469	2.25%	23,805	270,238	8.81%
Community Development	25,892	25,892	973,475	2.66%	71,265	1,374,978	5.18%
5100 Parks and Recreation	59,591	59,591	585,636	10.18%	60,238	674,680	8.93%
5200 Community Center	2,351	2,351	37,456	6.28%	56,689	578,281	9.80%
5300 Stanton Central Park	28,010	28,010	199,559	14.02%	13,374	186,545	7.17%
Community Services	89,951	89,951	813,651	11.06%	130,300	1,439,506	9.05%
Expenditures and Transfers Out	469,235	469,235	22,541,963	2.08%	1,393,624	59,449,757	2.34%
Less: Transfers Out	(6,333)	(6,333)	(76,000)	8.33%	(12,500)	(5,033,181)	0.25%
TOTAL EXPENDITURES	\$ 462,901	\$ 462,901	\$ 22,465,963	2.06%	\$ 1,381,124	\$ 54,416,576	2.54%

Administration - Guzman
July 2019 General Fund Expenses (8% of year)

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
101							
1410	Personnel/Risk Management						
501110	Salaries-Regular	\$ 69,618.43	\$ 3,863.07	5.55%	\$ 74,195.00	\$ 4,053.45	5.46%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	0.00%
502100	Retirement	\$ 4,767.84	\$ 264.31	5.54%	\$ 5,098.70	\$ 283.14	5.55%
502105	Workers Comp Insurance	\$ 685.24	\$ 57.10	8.33%	\$ 706.40	\$ 58.87	8.33%
502110	Health/Life Insurance	\$ 14,531.25	\$ 935.65	6.44%	\$ 14,587.88	\$ 890.40	6.10%
502115	Unemployment Insurance	\$ 287.00	\$ -	0.00%	\$ 434.00	\$ -	0.00%
502120	Medicare/Fica	\$ 1,031.88	\$ 53.08	5.14%	\$ 1,379.87	\$ 59.50	4.31%
602110	Office Expense	\$ 1,894.81	\$ 78.85	4.16%	\$ 1,300.00	\$ -	0.00%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	0.00%
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	0.00%
607100	Membership/Dues	\$ 725.00	\$ -	0.00%	\$ 725.00	\$ 425.00	58.62%
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	0.00%
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	0.00%
607115	Training	\$ -	\$ -		\$ 350.00	\$ -	0.00%
608105	Professional Services	\$ 57,723.70	\$ -	0.00%	\$ 10,000.00	\$ -	0.00%
608125	Advertising/ Business Dev't	\$ 3,342.21	\$ -	0.00%	\$ 2,400.00	\$ -	0.00%
609125	Employee/Volunteer Recognitn	\$ 7,024.49	\$ -	0.00%	\$ 7,500.00	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ 626.00	\$ 52.17	8.33%	\$ 650.00	\$ 54.17	8.33%
612115	Liability Insurance Charge	\$ 2,515.00	\$ 209.58	8.33%	\$ 3,739.00	\$ 311.58	8.33%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	0.00%
612125	Employee Benefits	\$ 9,277.00	\$ 773.08	8.33%	\$ 11,553.00	\$ 962.75	8.33%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	0.00%
1410	Personnel/Risk Management Total	\$ 174,049.85	\$ 6,286.90	3.61%	\$ 134,618.85	\$ 14,035.69	10.43%
1430	Liability/Risk Management						
606105	Insurance Premium	\$ 64,975.00	\$ 64,975.00	100.00%	\$ 89,000.00	\$ 84,671.60	95.14%
1430	Liability/Risk Management Total	\$ 64,975.00	\$ 64,975.00	100.00%	\$ 89,000.00	\$ 84,671.60	95.14%

Administration - Vasquez
July 2019 General Fund Expenses (8% of year)

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
101	City Council						
1100	City Council						
501105	Salaries-Elected	\$ 51,394.40	\$ 3,017.25	5.87%	\$ 52,199.00	\$ 3,017.25	5.78%
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ 744.84	\$ 43.72	5.87%	\$ 1,472.97	\$ 43.72	2.97%
602100	Special Dept Expense	\$ 7,034.55	\$ 74.44	1.06%	\$ 9,500.00	\$ 358.00	3.77%
602110	Office Expense	\$ 1,060.08	\$ 1.89	0.18%	\$ 2,000.00	\$ -	0.00%
607100	Membership/Dues	\$ 36,402.65	\$ 5,445.00	14.96%	\$ 37,139.00	\$ 8,185.37	22.04%
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ 8,739.49	\$ 1,050.00	12.01%	\$ 10,500.00	\$ -	0.00%
607115	Training	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
609100	Special Events	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ 1,887.00	\$ 157.25	8.33%	\$ 2,631.00	\$ 219.25	8.33%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
1100	City Council Total	\$ 107,263.01	\$ 9,789.55	9.13%	\$ 115,441.97	\$ 11,823.59	10.24%
1200	City Attorney						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 0.47	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 206,896.29	\$ -	0.00%	\$ 260,000.00	\$ -	0.00%
608180	Prosecution/Code Enforcement	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
1200	City Attorney Total	\$ 206,896.76	\$ -	0.00%	\$ 260,000.00	\$ -	0.00%
1300	City Manager						
501110	Salaries-Regular	\$ 125,367.63	\$ 13,496.94	10.77%	\$ 194,613.11	\$ 10,089.82	5.18%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ 53,021.03	\$ -		\$ -	\$ -	
502100	Retirement	\$ 15,018.36	\$ 1,941.19	12.93%	\$ 17,558.35	\$ 925.07	5.27%
502105	Workers Comp Insurance	\$ 2,995.52	\$ 249.63	8.33%	\$ 2,511.38	\$ 238.05	9.48%
502110	Health/Life Insurance	\$ 16,077.25	\$ 1,850.06	11.51%	\$ 21,767.66	\$ 1,188.87	5.46%
502115	Unemployment Insurance	\$ 326.45	\$ -	0.00%	\$ 607.60	\$ -	0.00%
502120	Medicare/Fica	\$ 4,102.28	\$ 195.36	4.76%	\$ 3,071.37	\$ 145.93	4.75%
602110	Office Expense	\$ 578.60	\$ -	0.00%	\$ 930.00	\$ -	0.00%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 1,800.00	\$ 1,800.00	100.00%	\$ 2,100.00	\$ 400.00	19.05%
607110	Travel/Conference/Meetings	\$ 2,173.60	\$ -	0.00%	\$ 3,000.00	\$ 517.00	17.23%
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 7,646.00	\$ 637.17	8.33%	\$ 748.00	\$ 62.33	8.33%
612115	Liability Insurance Charge	\$ 8,464.00	\$ 705.33	8.33%	\$ 11,621.00	\$ 968.42	8.33%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 31,219.00	\$ 2,601.58	8.33%	\$ 35,907.00	\$ 2,992.25	8.33%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
1300	City Manager Total	\$ 268,789.72	\$ 23,477.26	8.73%	\$ 294,435.47	\$ 17,527.74	5.95%
1400	City Clerk						
501110	Salaries-Regular	\$ 78,978.50	\$ 4,462.47	5.65%	\$ 83,642.85	\$ 4,590.66	5.49%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 12,970.84	\$ 732.24	5.65%	\$ 14,322.16	\$ 790.55	5.52%

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
502105	Workers Comp Insurance	\$ 3,702.44	\$ 308.54	8.33%	\$ 3,693.41	\$ 307.79	8.33%
502110	Health/Life Insurance	\$ 14,434.14	\$ 954.77	6.61%	\$ 14,623.27	\$ 882.21	6.03%
502115	Unemployment Insurance	\$ 267.19	\$ -	0.00%	\$ 412.30	\$ -	0.00%
502120	Medicare/Fica	\$ 1,093.19	\$ 59.08	5.40%	\$ 1,258.66	\$ 61.10	4.85%
602110	Office Expense	\$ 2,224.02	\$ 29.96	1.35%	\$ 2,500.00	\$ -	0.00%
602120	Books/Periodicals	\$ 57.11	\$ -	0.00%	\$ 100.00	\$ -	0.00%
603105	Equipment Maintenance	\$ 4,044.00	\$ 4,044.00	100.00%	\$ 4,044.00	\$ -	0.00%
607100	Membership/Dues	\$ 330.00	\$ -	0.00%	\$ 350.00	\$ -	0.00%
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ 36.00	\$ -	0.00%	\$ 530.00	\$ -	0.00%
607115	Training	\$ 426.20	\$ (103.00)	-24.17%	\$ 650.00	\$ -	0.00%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 2,481.01	\$ 780.00	31.44%	\$ 6,000.00	\$ 780.00	13.00%
608125	Advertising/ Business Dev't	\$ -	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608140	Elections	\$ 78,470.92	\$ (150.00)	-0.19%	\$ 133,500.00	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ 626.00	\$ 52.17	8.33%	\$ 618.00	\$ 103.00	16.67%
612115	Liability Insurance Charge	\$ 2,852.00	\$ 237.67	8.33%	\$ 4,215.00	\$ 351.25	8.33%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 10,518.00	\$ 876.50	8.33%	\$ 13,025.00	\$ 1,085.42	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
1400	City Clerk Total	\$ 213,511.56	\$ 12,284.39	5.75%	\$ 283,484.65	\$ 8,951.97	3.16%
102							
1100	City Council						
607100	Membership/Dues	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
1100	City Council Total	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%

Administrative Services - Parker
July 2019 General Fund Expenses (8% of year)

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
101							
1500	Administrative Services						
501110	Salaries-Regular	\$ 429,399.70	\$ 24,839.67	5.78%	\$ 441,603.81	\$ 24,897.17	5.64%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ 46,825.29	\$ 2,239.93	4.78%	\$ 55,107.23	\$ 2,455.18	4.46%
502100	Retirement	\$ 52,140.69	\$ 3,003.07	5.76%	\$ 54,700.72	\$ 3,161.78	5.78%
502105	Workers Comp Insurance	\$ 4,739.68	\$ 394.97	8.33%	\$ 4,712.52	\$ 392.71	8.33%
502110	Health/Life Insurance	\$ 39,356.17	\$ 2,221.01	5.64%	\$ 42,384.53	\$ 2,589.48	6.11%
502115	Unemployment Insurance	\$ 2,266.27	\$ 20.78	0.92%	\$ 3,341.80	\$ 18.64	0.56%
502120	Medicare/Fica	\$ 6,155.67	\$ 340.45	5.53%	\$ 7,032.79	\$ 339.00	4.82%
602100	Special Dept Expense	\$ 15,261.84	\$ 625.24	4.10%	\$ 19,000.00	\$ 919.63	4.84%
602110	Office Expense	\$ 8,556.19	\$ 442.84	5.18%	\$ 11,000.00	\$ -	0.00%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 1,262.00	\$ 650.00	51.51%	\$ 1,512.00	\$ -	0.00%
607105	Mileage Reimbursement	\$ 9.05	\$ -	0.00%	\$ 200.00	\$ -	0.00%
607110	Travel/Conference/Meetings	\$ 1,950.98	\$ -	0.00%	\$ 1,875.00	\$ 387.00	20.64%
607115	Training	\$ 470.00	\$ -	0.00%	\$ 645.00	\$ -	0.00%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 52,914.29	\$ 765.00	1.45%	\$ 97,880.00	\$ -	0.00%
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608145	Information Technology	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 1,252.00	\$ 104.33	8.33%	\$ 1,300.00	\$ 108.33	8.33%
612115	Liability Insurance Charge	\$ 17,830.00	\$ 1,485.83	8.33%	\$ 25,032.00	\$ 2,086.00	8.33%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 65,762.00	\$ 5,480.17	8.33%	\$ 77,346.00	\$ 6,445.50	8.33%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
1500	Administrative Services Total	\$ 746,151.82	\$ 42,613.30	5.71%	\$ 844,673.40	\$ 43,800.42	5.19%
1510	Information Technology						
602113	Social Media	\$ 2,252.33	\$ -	0.00%	\$ 2,500.00	\$ -	0.00%
602140	Materials & Supplies	\$ 5,625.76	\$ 1,014.00	18.02%	\$ 4,000.00	\$ -	0.00%
603105	Equipment Maintenance	\$ 36,183.72	\$ 31,915.94	88.21%	\$ 43,055.13	\$ 12,165.04	28.25%
608145	Information Technology	\$ 45,601.81	\$ 2,609.12	5.72%	\$ 70,000.00	\$ 6,503.00	9.29%
701105	Equipment-General	\$ 41,132.04	\$ -	0.00%	\$ 34,000.00	\$ 1,705.00	5.01%
1510	Information Technology Total	\$ 130,795.66	\$ 35,539.06	27.17%	\$ 153,555.13	\$ 20,373.04	13.27%
1600	Non-Departmental						
501130	Employee Compensation Adjust	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502125	Leave Disbursals	\$ -	\$ -		\$ -	\$ -	
602100	Special Dept Expense	\$ 6,366.31	\$ -	0.00%	\$ 5,000.00	\$ -	0.00%
602110	Office Expense	\$ -	\$ -		\$ -	\$ -	
602115	Postage Clearing Account	\$ (3,746.95)	\$ (1,137.29)	30.35%	\$ -	\$ -	
602155	Community Promotion	\$ -	\$ -		\$ -	\$ -	
602165	Contingency Reserve	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ 14,202.05	\$ 131.59	0.93%	\$ 16,000.00	\$ -	0.00%
603125	Vehicle Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ 7,517.78	\$ -	0.00%	\$ 9,000.00	\$ -	0.00%
607115	Training	\$ 10,464.18	\$ -	0.00%	\$ 4,000.00	\$ (4,138.36)	-103.46%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 24,000.00	\$ 2,000.00		\$ 48,000.00	\$ 4,000.00	8.33%
608170	Animal Control Services	\$ 168,853.14	\$ -	0.00%	\$ -	\$ -	
608175	Crossing Guard Services	\$ -	\$ -		\$ -	\$ -	
610210	Business Relations Programs	\$ -	\$ -		\$ -	\$ -	
611105	Revenue Sharing-Anaheim/City	\$ 33,006.50	\$ -	0.00%	\$ 33,000.00	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
800222	Transfer to CDBG	\$ 4,980,681.00	\$ -		\$ -	\$ -	
800223	Transfer to Fire Emergency Fnd	\$ -	\$ -		\$ -	\$ -	
800250	Transfer to Fact Grant	\$ -	\$ -		\$ 76,000.00	\$ 6,333.33	8.33%
800280	Transfer to SCP Maintenance	\$ 25,000.00	\$ 12,500.00	50.00%	\$ -	\$ -	
800285	Transfer To Housing Authority	\$ 27,500.00	\$ -		\$ -	\$ -	
800305	Transfer To Capital Proj Fnd	\$ -	\$ -		\$ -	\$ -	
800401	Transfer To Debt Svc Fund	\$ -	\$ -		\$ -	\$ -	
800501	Transfer to Sewer Maintance	\$ -	\$ -		\$ -	\$ -	
800602	Transfer to Workers' Comp Fund	\$ -	\$ -		\$ -	\$ -	
800603	Trnsfr to Liability/Risk Mgmt	\$ -	\$ -		\$ -	\$ -	
800604	Trsfr To Emplée Benefit Resv	\$ -	\$ -		\$ -	\$ -	
800605	Transfer to Fleet Maintenance	\$ -	\$ -		\$ -	\$ -	
1600	Non-Departmental Total	\$ 5,293,844.01	\$ 13,494.30	0.25%	\$ 191,000.00	\$ 6,194.97	3.24%
102							
1500	Administrative Services						
608105	Professional Services	\$ 268,789.72	\$ 3,121.00	1.16%	\$ 3,000.00	\$ -	0.00%
1500	Administrative Services Total	\$ 268,789.72	\$ 3,121.00	1.16%	\$ 3,000.00	\$ -	0.00%
1600							
1600	Non-Departmental						
602100	Special Dept Expense	\$ 4,590.29	\$ -		\$ -	\$ -	
608175	Crossing Guard Services	\$ 4,590.29	\$ -	0.00%	\$ -	\$ -	0.00%
800101	Transfer To General Fund	\$ -	\$ -	0.00%	\$ -	\$ -	
1600	Non-Departmental Total	\$ 9,180.58	\$ -	0.00%	\$ -	\$ -	

Public Safety - Wren
July 2019 General Fund Expenses (8% of year)

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
101							
1520	Emergency Services						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ -	\$ -		\$ -	\$ -	
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602140	Materials & Supplies	\$ -	\$ -		\$ 2,500.00	\$ -	0.00%
608100	Contractual Services	\$ -	\$ -		\$ 2,000.00	\$ -	0.00%
1520	Emergency Services	\$ -	\$ -		\$ 4,500.00	\$ -	0.00%
2100							
2100	Law Enforcement						
501110	Salaries-Regular	\$ 5,293,844.01	\$ 13,494.30	0.25%	\$ 88,155.12	\$ 5,038.60	5.72%
501120	Salaries-Part Time	\$ 87,287.78	\$ 5,038.60	5.77%	\$ 19,880.66	\$ 1,251.52	6.30%
502100	Retirement	\$ 18,320.52	\$ 1,070.63	5.84%	\$ 6,100.42	\$ 351.94	5.77%
502105	Workers Comp Insurance	\$ 94,206.98	\$ 14,762.29		\$ 1,037.21	\$ 518.61	50.00%
502110	Health/Life Insurance	\$ 1,047.52	\$ 523.76	50.00%	\$ 18,240.06	\$ 1,113.36	6.10%
502115	Unemployment Insurance	\$ 18,177.69	\$ 1,171.77	6.45%	\$ 868.00	\$ -	0.00%
502120	Medicare/Fica	\$ 573.98	\$ -	0.00%	\$ 1,757.77	\$ 90.36	5.14%
602100	Special Dept Expense	\$ 1,556.88	\$ 83.64	5.37%	\$ 4,500.00	\$ -	0.00%
602102	State CLEEP Expense	\$ 2,699.68	\$ 356.00	13.19%	\$ -	\$ -	
602110	Office Expense	\$ -	\$ -	0.00%	\$ 1,300.00	\$ -	0.00%
602145	Gas/Oil/Lube	\$ 673.30	\$ 7.72		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
603110	Building Maintenance	\$ -	\$ -		\$ 18,500.00	\$ 1,144.91	6.19%
604100	Communications	\$ 16,709.77	\$ 375.00	2.24%	\$ 59,841.00	\$ -	0.00%
604105	Utilities	\$ 52,402.02	\$ -	0.00%	\$ 28,000.00	\$ -	0.00%
607100	Membership/Dues	\$ 25,598.47	\$ -	0.00%	\$ 4,772.00	\$ -	0.00%
607105	Mileage Reimbursement	\$ 4,678.00	\$ 4,678.00		\$ 2,400.00	\$ -	0.00%
607110	Travel/Conference/Meetings	\$ 882.93	\$ -	0.00%	\$ 3,400.00	\$ -	0.00%
607115	Training	\$ 3,376.38	\$ -		\$ 700.00	\$ -	0.00%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608160	Sheriff Contract Services	\$ -	\$ -		\$ 8,057,576.00	\$ -	0.00%
608165	We Tip Reward Program	\$ 7,385,145.74	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ 5,445.00	\$ 2,722.50	50.00%
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 3,844.00	\$ 1,922.00		\$ 16,823.00	\$ 8,411.50	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
701105	Equipment-General	\$ 14,177.00	\$ 7,088.50		\$ -	\$ -	
702100	Furniture-Office	\$ -	\$ -		\$ -	\$ -	
703100	Vehicle	\$ -	\$ -		\$ -	\$ -	
704100	Facility Improvements	\$ -	\$ -		\$ -	\$ -	
2100	Law Enforcement Total	\$ 13,025,202.65	\$ 50,572.21	0.39%	\$ 8,339,296.24	\$ 20,643.30	0.25%
2200							
2200	Fire Protection						
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
608100	Contractual Services	\$ 7,731,358.64	\$ 110,889.36		\$ -	\$ -	
608185	Occ Fire Dept Contract	\$ 69,322.00	\$ 69,322.00	100.00%	\$ 3,763,097.90	\$ -	0.00%
608190	Contractual Ambulance Svcs	\$ -	\$ -		\$ 5,000.00	\$ (50.00)	-1.00%
612200	Allocated Costs	\$ 3,759,384.00	\$ -		\$ -	\$ -	
704100	Facility Improvements	\$ 3,130.24	\$ -		\$ -	\$ -	
2200	Fire Protection Total	\$ 11,563,194.88	\$ 180,211.36	1.56%	\$ 3,768,097.90	\$ (50.00)	0.00%
4300							
4300	Parking Control						

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
501110	Salaries-Regular	\$ -	\$ -		\$ 113,928.00	\$ 6,144.39	5.39%
501115	Salaries-Overtime	\$ 488,292.91	\$ 9,057.07	1.85%	\$ -	\$ -	
501120	Salaries-Part Time	\$ 62,977.21	\$ 3,726.35	5.92%	\$ 45,625.15	\$ 1,761.56	3.86%
502100	Retirement	\$ -	\$ -		\$ 14,227.70	\$ 914.24	6.43%
502105	Workers Comp Insurance	\$ 25,181.66	\$ 136.63	0.54%	\$ 8,381.39	\$ 698.45	8.33%
502110	Health/Life Insurance	\$ 19,052.79	\$ 236.63	1.24%	\$ 13,111.38	\$ 734.22	5.60%
502115	Unemployment Insurance	\$ 4,883.84	\$ 2,441.92	50.00%	\$ 1,714.30	\$ 63.26	3.69%
502120	Medicare/Fica	\$ 4,404.55	\$ 324.56	7.37%	\$ 2,634.61	\$ 116.59	4.43%
602110	Office Expense	\$ 796.02	\$ 39.35	4.94%	\$ 13,500.00	\$ -	0.00%
602130	Clothing	\$ 1,346.07	\$ 67.37	5.00%	\$ 1,000.00	\$ -	0.00%
603105	Equipment Maintenance	\$ 3,592.46	\$ 26.32		\$ -	\$ -	
604100	Communications	\$ 605.47	\$ -	0.00%	\$ 700.00	\$ -	0.00%
607100	Membership/Dues	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 654.06	\$ -	0.00%	\$ 20,000.00	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ 4,189.00	\$ 2,094.50	50.00%
612115	Liability Insurance Charge	\$ 18,292.76	\$ -	0.00%	\$ 8,041.00	\$ 4,020.50	50.00%
612120	Workers' Compensation Charge	\$ 4,119.00	\$ 2,059.50		\$ -	\$ -	
612125	Employee Benefits	\$ 3,490.00	\$ 290.83	8.33%	\$ 24,845.00	\$ 12,422.50	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
4300	Parking Control Total	\$ 637,688.80	\$ 18,406.53	2.89%	\$ 271,897.53	\$ 28,970.21	10.65%
6200 Code Enforcement							
501110	Salaries-Regular	\$ 18,721.00	\$ 9,360.50	50.00%	\$ 152,366.56	\$ 8,678.91	5.70%
501115	Salaries-Overtime	\$ 176,698.75	\$ 24,895.77	14.09%	\$ -	\$ -	
501120	Salaries-Part Time	\$ 150,530.42	\$ 8,420.39		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ 26,111.26	\$ 1,515.63	5.80%
502105	Workers Comp Insurance	\$ -	\$ -		\$ 7,676.78	\$ 639.73	8.33%
502110	Health/Life Insurance	\$ 28,654.74	\$ 1,236.01	4.31%	\$ 18,332.86	\$ 1,119.32	6.11%
502115	Unemployment Insurance	\$ 8,121.52	\$ 4,060.76	50.00%	\$ 846.30	\$ -	0.00%
502120	Medicare/Fica	\$ 18,484.31	\$ 1,229.89	6.65%	\$ 2,257.50	\$ 135.73	6.01%
602100	Special Dept Expense	\$ 559.63	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 2,234.79	\$ 120.96	5.41%	\$ 2,500.00	\$ -	0.00%
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
602160	Code Enforcement Equipment	\$ 2,856.34	\$ 190.72	6.68%	\$ 1,000.00	\$ -	0.00%
603105	Equipment Maintenance	\$ -	\$ -		\$ 100.00	\$ -	0.00%
604100	Communications	\$ 1,675.21	\$ -	0.00%	\$ 800.00	\$ -	0.00%
607100	Membership/Dues	\$ -	\$ -		\$ 425.00	\$ -	0.00%
607105	Mileage Reimbursement	\$ 549.69	\$ -		\$ 100.00	\$ -	0.00%
607110	Travel/Conference/Meetings	\$ 425.00	\$ -		\$ 1,000.00	\$ -	0.00%
607115	Training	\$ -	\$ -		\$ 1,000.00	\$ -	0.00%
608100	Contractual Services	\$ 42.00	\$ -		\$ -	\$ -	
608180	Prosecution/Code Enforcement	\$ 968.00	\$ -	0.00%	\$ 50,000.00	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ 6,509.00	\$ 542.42	8.33%
612115	Liability Insurance Charge	\$ 65,036.88	\$ -	0.00%	\$ 7,679.00	\$ 639.92	8.33%
612120	Workers' Compensation Charge	\$ 6,402.00	\$ 3,201.00		\$ -	\$ -	
612125	Employee Benefits	\$ 5,724.00	\$ 477.00	8.33%	\$ 23,726.00	\$ 1,977.17	8.33%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
800101	Transfer To General Fund	\$ 21,112.00	\$ 10,556.00		\$ -	\$ -	
6200	Code Enforcement Total	\$ 508,796.28	\$ 63,749.00	12.53%	\$ 302,430.26	\$ 15,248.82	5.04%
102							
2100 Law Enforcement							
501110	Salaries-Regular	\$ -	\$ -		\$ 36,639.40	\$ 2,016.04	5.50%
502100	Retirement	\$ 33,201.19	\$ -	0.00%	\$ 2,779.01	\$ 156.85	5.64%
502105	Workers Comp Insurance	\$ 32,007.43	\$ 320.61	1.00%	\$ 338.36	\$ 28.20	8.33%
502110	Health/Life Insurance	\$ 2,799,084.26	\$ 201,920.13	7.21%	\$ 295.30	\$ 18.12	6.14%
502115	Unemployment Insurance	\$ 328.14	\$ 164.07	50.00%	\$ 108.50	\$ -	0.00%
502120	Medicare/Fica	\$ 1,307.74	\$ 296.13	22.64%	\$ 574.42	\$ 30.18	5.25%
602100	Special Dept Expense	\$ 71.74	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 519.82	\$ 26.84		\$ -	\$ -	
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
602140	Materials & Supplies	\$ -	\$ -		\$ -	\$ -	
603125	Vehicle Maintenance	\$ -	\$ -		\$ 5,000.00	\$ -	0.00%

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
604100	Communications	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 12,385.15	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608160	Sheriff Contract Services	\$ -	\$ -		\$ 3,097,617.00	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ 10,284.00	\$ 857.00	8.33%
612115	Liability Insurance Charge	\$ 2,432,712.45	\$ -	0.00%	\$ 1,846.00	\$ 153.83	8.33%
612125	Employee Benefits	\$ -	\$ -		\$ 5,705.00	\$ 475.42	8.33%
2100	Law Enforcement Total	\$ 5,311,617.92	\$ 202,727.78	3.82%	\$ 3,161,186.99	\$ 3,735.64	0.12%
2200	Fire Protection						
501110	Salaries-Regular	\$ 1,227.00	\$ 613.50	50.00%	\$ 7,327.88	\$ 403.21	5.50%
502100	Retirement	\$ 4,526.00	\$ 2,263.00	50.00%	\$ 555.80	\$ 31.36	5.64%
502105	Workers Comp Insurance	\$ 5,294,283.73	\$ 35,377.39	0.67%	\$ 67.67	\$ 5.64	8.33%
502110	Health/Life Insurance	\$ 6,529.71	\$ 512.96	7.86%	\$ 59.06	\$ 3.61	6.11%
502115	Unemployment Insurance	\$ 2,586,760.52	\$ 200,568.63	7.75%	\$ 21.70	\$ -	0.00%
502120	Medicare/Fica	\$ 65.64	\$ 32.82	50.00%	\$ 114.88	\$ 6.04	5.26%
602110	Office Expense	\$ 281.29	\$ 78.96		\$ -	\$ -	
602120	Books/Periodicals	\$ 14.37	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 105.66	\$ 7.16		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608185	Oc Fire Dept Contract	\$ -	\$ -		\$ 953,303.10	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ 369.00	\$ 30.75	8.33%
612125	Employee Benefits	\$ 736,556.00	\$ -	0.00%	\$ 1,141.00	\$ 95.08	8.33%
2200	Fire Protection Total	\$ 8,630,349.92	\$ 239,454.42	2.77%	\$ 962,960.09	\$ 575.69	0.06%
4300	Parking Control						
501110	Salaries-Regular	\$ 245.00	\$ 122.50	50.00%	\$ 21,983.64	\$ 1,209.63	5.50%
502100	Retirement	\$ 905.00	\$ 452.50	50.00%	\$ 1,667.40	\$ 94.11	5.64%
502105	Workers Comp Insurance	\$ 3,331,463.19	\$ 33,629.26	1.01%	\$ 203.02	\$ 16.92	8.33%
502110	Health/Life Insurance	\$ 19,460.90	\$ 1,410.66	7.25%	\$ 177.18	\$ 10.87	6.14%
502115	Unemployment Insurance	\$ 1,440.95	\$ 103.48	7.18%	\$ 65.10	\$ -	0.00%
502120	Medicare/Fica	\$ 196.88	\$ 98.44	50.00%	\$ 344.65	\$ 18.11	5.25%
602110	Office Expense	\$ 824.09	\$ 217.15		\$ -	\$ -	
602120	Books/Periodicals	\$ 43.05	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 315.50	\$ 19.69		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ 1,108.00	\$ 92.33	8.33%
612125	Employee Benefits	\$ -	\$ -		\$ 3,423.00	\$ 285.25	8.33%
4300	Parking Control Total	\$ 3,354,894.56	\$ 36,053.68	1.07%	\$ 28,971.99	\$ 1,727.22	5.96%
6200	Code Enforcement						
501110	Salaries-Regular	\$ 935.00	\$ 467.50	50.00%	\$ 142,418.81	\$ 7,893.12	5.54%
501115	Salaries-Overtime	\$ 3,448.00	\$ 1,724.00	50.00%	\$ -	\$ -	
501120	Salaries-Part Time	\$ 25,485.79	\$ 3,098.95		\$ -	\$ -	
502100	Retirement	\$ 129,364.18	\$ 6,886.35	5.32%	\$ 10,387.44	\$ 583.39	5.62%
502105	Workers Comp Insurance	\$ -	\$ -		\$ 4,324.87	\$ 360.41	8.33%
502110	Health/Life Insurance	\$ -	\$ -		\$ 9,703.54	\$ 610.38	6.29%
502115	Unemployment Insurance	\$ 9,210.20	\$ 487.00	5.29%	\$ 651.00	\$ -	0.00%
502120	Medicare/Fica	\$ 4,311.96	\$ 2,155.98	50.00%	\$ 2,151.38	\$ 116.23	5.40%
602160	Code Enforcement Equipment	\$ 11,611.59	\$ 1,076.35		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 430.48	\$ -	0.00%	\$ -	\$ -	
612115	Liability Insurance Charge	\$ 1,987.58	\$ 16.35	0.82%	\$ 7,177.00	\$ 598.08	8.33%
612125	Employee Benefits	\$ 24.79	\$ -	0.00%	\$ 22,177.00	\$ 1,848.08	8.33%
6200	Code Enforcement Total	\$ 186,809.57	\$ 15,912.48	8.52%	\$ 198,991.04	\$ 12,009.69	6.04%

Public Works - Rigg
July 2019 General Fund Expenses (8% of year)

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Balance	% of Actual	Budget	End Bal	% of Budget
101							
3100	Engineering						
501110	Salaries-Regular	\$ -	\$ -		\$ 51,917.70	\$ 2,914.58	5.61%
501115	Salaries-Overtime	#####	\$ 69,322.00	1.81%	\$ -	\$ 64.40	
501120	Salaries-Part Time	\$ 49,611.62	\$ 2,853.10		\$ -	\$ -	
502100	Retirement	\$ 199.30	\$ -	0.00%	\$ 3,584.54	\$ 201.48	5.62%
502105	Workers Comp Insurance	\$ -	\$ -		\$ 2,220.36	\$ 185.03	8.33%
502110	Health/Life Insurance	\$ 3,287.10	\$ 193.17	5.88%	\$ 9,480.32	\$ 581.29	6.13%
502115	Unemployment Insurance	\$ 2,040.48	\$ 1,020.24	50.00%	\$ 282.10	\$ -	0.00%
502120	Medicare/Fica	\$ 9,453.51	\$ 609.10	6.44%	\$ 778.83	\$ 42.06	5.40%
602110	Office Expense	\$ 186.55	\$ -	0.00%	\$ 1,000.00	\$ -	0.00%
602120	Books/Periodicals	\$ 728.04	\$ 40.20		\$ -	\$ -	
602140	Materials & Supplies	\$ 1,093.35	\$ 0.94	0.09%	\$ 3,000.00	\$ -	0.00%
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ 2,740.94	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ -	\$ -		\$ 2,000.00	\$ -	0.00%
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ 1,200.00	\$ -	0.00%
607115	Training	\$ 1,288.00	\$ -		\$ 500.00	\$ -	0.00%
608100	Contractual Services	\$ 990.00	\$ 30.00		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ 6,500.00	\$ -	0.00%
608110	Engineering Services	\$ -	\$ -		\$ 30,000.00	\$ 14,400.00	48.00%
608115	Inspection Services	\$ 1,740.00	\$ -		\$ 4,000.00	\$ -	0.00%
608120	Plan Checking Services	\$ 29,996.71	\$ -	0.00%	\$ 10,000.00	\$ -	0.00%
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608155	Storm Water Monitor Program	\$ 13,327.55	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ 804.00	\$ 67.00	8.33%
612115	Liability Insurance Charge	\$ -	\$ -		\$ 2,616.00	\$ 218.00	8.33%
612120	Workers' Compensation Charge	\$ 790.00	\$ 395.00		\$ -	\$ -	
612125	Employee Benefits	\$ 1,686.00	\$ 140.50	8.33%	\$ 8,084.00	\$ 673.67	8.33%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
701100	Equipment-Office	\$ 6,220.00	\$ 3,110.00		\$ -	\$ -	
3100	Engineering Total	#####	\$ 77,714.25	1.96%	\$ 137,967.85	\$ 19,347.51	14.02%
3200	Public Facilities						
501110	Salaries-Regular	\$ -	\$ -		\$ 42,940.80	\$ 2,438.42	5.68%
501115	Salaries-Overtime	\$ 125,379.15	\$ 9,094.75	7.25%	\$ -	\$ 10.73	
501120	Salaries-Part Time	\$ 41,907.76	\$ 2,392.00		\$ -	\$ -	
502100	Retirement	\$ 199.83	\$ 27.09	13.56%	\$ 3,207.88	\$ 182.72	5.70%
502105	Workers Comp Insurance	\$ -	\$ -		\$ 7,755.71	\$ 646.31	8.33%
502110	Health/Life Insurance	\$ 2,992.98	\$ 172.99	5.78%	\$ 7,644.56	\$ 468.60	6.13%
502115	Unemployment Insurance	\$ 6,969.14	\$ 3,484.57	50.00%	\$ 238.70	\$ -	0.00%
502120	Medicare/Fica	\$ 7,608.17	\$ 490.84	6.45%	\$ 639.98	\$ 34.60	5.41%
602100	Special Dept Expense	\$ 154.55	\$ -	0.00%	\$ 1,500.00	\$ 39.83	2.66%
602110	Office Expense	\$ 611.38	\$ 34.03	5.57%	\$ 200.00	\$ -	0.00%
602130	Clothing	\$ 725.64	\$ -	0.00%	\$ 3,500.00	\$ -	0.00%
602135	Safety Equipment	\$ 203.20	\$ -		\$ 100.00	\$ -	0.00%
602140	Materials & Supplies	\$ 2,667.14	\$ 395.73	14.84%	\$ 2,500.00	\$ -	0.00%
603105	Equipment Maintenance	\$ 67.45	\$ -		\$ -	\$ -	
603110	Building Maintenance	\$ 2,349.99	\$ -	0.00%	\$ 100,000.00	\$ 1,966.42	1.97%
603115	Sprinkler System Maintenance	\$ -	\$ -		\$ -	\$ -	
604100	Communications	\$ 125,625.83	\$ 3,109.04	2.47%	\$ 23,000.00	\$ 69.74	0.30%
604105	Utilities	\$ -	\$ -		\$ 92,500.00	\$ -	0.00%
605105	Perez Site Lease	\$ 22,990.89	\$ 73.92		\$ -	\$ -	
607100	Membership/Dues	\$ 84,846.07	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ 52,000.00	\$ 4,485.37	8.63%
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ 57,582.01	\$ 160.00		\$ -	\$ -	
611110	Oc Sanitation Dist User Fee	\$ -	\$ -		\$ 18,000.00	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ 4,325.00	\$ 360.42	8.33%
612115	Liability Insurance Charge	\$ 14,911.94	\$ -	0.00%	\$ 2,164.00	\$ 180.33	8.33%
612120	Workers' Compensation Charge	\$ 4,253.00	\$ 2,126.50		\$ -	\$ -	
612125	Employee Benefits	\$ 1,496.00	\$ 124.67	8.33%	\$ 6,687.00	\$ 557.25	8.33%

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Balance	% of Actual	Budget	End Bal	% of Budget
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
3200	Public Facilities Total	\$ 503,542.12	\$ 21,686.13	4.31%	\$ 368,903.63	\$ 11,440.74	3.10%
3400	Parks Maintenance						
501110	Salaries-Regular	\$ -	\$ -		\$ 44,531.48	\$ 2,456.01	5.52%
501115	Salaries-Overtime	\$ 383,678.97	\$ 15,972.71	4.16%	\$ -	\$ 34.59	
501120	Salaries-Part Time	\$ 42,972.09	\$ 2,517.75	5.86%	\$ 7,557.58	\$ 643.84	8.52%
502100	Retirement	\$ 822.57	\$ 47.03	5.72%	\$ 3,463.74	\$ 193.11	5.58%
502105	Workers Comp Insurance	\$ 8,206.69	\$ 84.42	1.03%	\$ 9,462.10	\$ 788.51	8.33%
502110	Health/Life Insurance	\$ 3,699.23	\$ 255.29	6.90%	\$ 6,401.38	\$ 383.65	5.99%
502115	Unemployment Insurance	\$ 10,992.62	\$ 5,496.31	50.00%	\$ 455.70	\$ -	0.00%
502120	Medicare/Fica	\$ 7,463.89	\$ 584.20	7.83%	\$ 829.34	\$ 45.28	5.46%
602100	Special Dept Expense	\$ 373.34	\$ -	0.00%	\$ 8,000.00	\$ 723.31	9.04%
602125	Small Tools	\$ 582.62	\$ 43.27		\$ -	\$ -	
603105	Equipment Maintenance	\$ 1,860.10	\$ -	0.00%	\$ 12,000.00	\$ -	0.00%
603115	Sprinkler System Maintenance	\$ -	\$ -		\$ -	\$ -	
604105	Utilities	\$ 6,298.52	\$ -	0.00%	\$ 188,000.00	\$ -	0.00%
608100	Contractual Services	\$ -	\$ -		\$ 115,000.00	\$ 9,310.00	8.10%
612105	Vehicle Replacement Charge	\$ 155,873.02	\$ -	0.00%	\$ 5,265.00	\$ 2,632.50	
612115	Liability Insurance Charge	\$ 119,388.11	\$ 473.33	0.40%	\$ 2,625.00	\$ 218.75	8.33%
612125	Employee Benefits	\$ 5,179.00	\$ 431.58	8.33%	\$ 8,111.00	\$ 675.92	8.33%
612200	Allocated Costs	\$ 2,228.00	\$ 1,114.00		\$ -	\$ -	
3400	Parks Maintenance Total	\$ 749,618.77	\$ 27,019.89	3.60%	\$ 411,702.32	\$ 18,105.47	4.40%
3500	Street Maintenance						
501110	Salaries-Regular	\$ -	\$ -		\$ 98,171.28	\$ 5,439.50	5.54%
501115	Salaries-Overtime	\$ 374,156.80	\$ 20,102.34	5.37%	\$ -	\$ 74.45	
501120	Salaries-Part Time	\$ 94,698.94	\$ 5,516.48	5.83%	\$ 4,723.49	\$ 402.40	8.52%
502100	Retirement	\$ 2,572.44	\$ 267.60	10.40%	\$ 8,683.10	\$ 482.84	5.56%
502105	Workers Comp Insurance	\$ 5,129.21	\$ 52.76	1.03%	\$ 19,809.09	\$ 1,650.76	8.33%
502110	Health/Life Insurance	\$ 8,739.06	\$ 563.24	6.45%	\$ 17,005.54	\$ 1,015.82	5.97%
502115	Unemployment Insurance	\$ 19,462.84	\$ 9,731.42	50.00%	\$ 748.65	\$ -	0.00%
502120	Medicare/Fica	\$ 18,402.55	\$ 1,331.75	7.24%	\$ 1,564.16	\$ 83.73	5.35%
602100	Special Dept Expense	\$ 571.67	\$ -		\$ 2,787.00	\$ -	
602125	Small Tools	\$ 1,373.41	\$ 84.74	6.17%	\$ 5,000.00	\$ -	0.00%
602140	Materials & Supplies	\$ 2,956.13	\$ -	0.00%	\$ 67,000.00	\$ 890.65	1.33%
603105	Equipment Maintenance	\$ 6,827.62	\$ -	0.00%	\$ 5,000.00	\$ -	0.00%
608100	Contractual Services	\$ 48,864.44	\$ -	0.00%	\$ 45,000.00	\$ 1,490.00	3.31%
608105	Professional Services	\$ 1,187.90	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ 36,972.51	\$ 3,333.08		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ 11,521.00	\$ 960.08	8.33%
612115	Liability Insurance Charge	\$ -	\$ -		\$ 5,186.00	\$ 432.17	8.33%
612120	Workers' Compensation Charge	\$ 11,331.00	\$ 5,665.50		\$ -	\$ -	
612125	Employee Benefits	\$ 3,854.00	\$ 321.17	8.33%	\$ 16,022.00	\$ 1,335.17	8.33%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
3500	Street Maintenance Total	\$ 637,100.52	\$ 46,970.08	7.37%	\$ 308,221.31	\$ 14,257.57	4.63%
3510	Street Improvement						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ 277,157.72	\$ 35,844.37		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ -	\$ -		\$ -	\$ -	
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602125	Small Tools	\$ -	\$ -		\$ -	\$ -	
602140	Materials & Supplies	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ -	\$ -	
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Balance	% of Actual	Budget	End Bal	% of Budget
3510	Street Improvement Total	\$ 277,157.72	\$ 35,844.37		\$ -	\$ -	
3600	Storm Drain Maintenance						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ -	\$ -		\$ -	\$ -	
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602125	Small Tools	\$ -	\$ -		\$ -	\$ -	
602130	Clothing	\$ -	\$ -		\$ -	\$ -	
603100	Emergency Maint Services	\$ -	\$ -		\$ 5,000.00	\$ -	0.00%
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
603120	Minor Repairs	\$ 200.64	\$ -		\$ -	\$ -	
604105	Utilities	\$ -	\$ -		\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608110	Engineering Services	\$ -	\$ -		\$ -	\$ -	
608115	Inspection Services	\$ -	\$ -		\$ -	\$ -	
608155	Storm Water Monitor Program	\$ -	\$ -		\$ 120,000.00	\$ -	0.00%
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ 84,793.37	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
730100	Cctv & Line Cleaning	\$ -	\$ -		\$ -	\$ -	
3600	Storm Drain Maintenance Total	\$ 84,994.01	\$ -	0.00%	\$ 125,000.00	\$ -	0.00%
6300	Graffiti Abatement						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ 313,376.53	\$ 31,877.73		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ -	\$ -		\$ -	\$ -	
602100	Special Dept Expense	\$ -	\$ -		\$ -	\$ -	
602125	Small Tools	\$ -	\$ -		\$ -	\$ -	
602140	Materials & Supplies	\$ -	\$ -		\$ -	\$ -	
603105	Equipment Maintenance	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ -	\$ -	
612120	Workers' Compensation Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ -	\$ -		\$ -	\$ -	
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
701105	Equipment-General	\$ -	\$ -		\$ -	\$ -	
800101	Transfer To General Fund	\$ -	\$ -		\$ -	\$ -	
6300	Graffiti Abatement Total	\$ 313,376.53	\$ 31,877.73		\$ -	\$ -	

Community Development
July 2019 General Fund Expenses (8% of year)

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Bal	% of Budget	Budget	End Bal	% of Budget
101							
4100	Planning						
501110	Salaries-Regular	\$ -	\$ -		\$ 192,667.00	\$ 9,572.89	4.97%
501115	Salaries-Overtime	\$ 84,994.01	\$ -	0.00%	\$ -	\$ -	
501120	Salaries-Part Time	\$ 148,484.90	\$ 9,490.41	6.39%	\$ 13,631.79	\$ 525.72	
501125	Salaries-Appointed	\$ -	\$ -		\$ 8,999.90	\$ 553.84	6.15%
502100	Retirement	\$ 1,453.48	\$ -	0.00%	\$ 20,935.05	\$ 1,084.19	5.18%
502105	Workers Comp Insurance	\$ 8,065.29	\$ 86.54	1.07%	\$ 2,057.12	\$ 171.43	8.33%
502110	Health/Life Insurance	\$ 16,881.50	\$ 1,018.78	6.03%	\$ 21,408.47	\$ 1,246.52	5.82%
502115	Unemployment Insurance	\$ 1,731.62	\$ 865.81	50.00%	\$ 1,388.80	\$ 164.61	11.85%
502120	Medicare/Fica	\$ 21,692.16	\$ 1,411.43	6.51%	\$ 4,159.94	\$ 215.67	5.18%
602101	Proj Expense	\$ 1,161.80	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 2,408.87	\$ 144.50	6.00%	\$ 1,500.00	\$ -	0.00%
602120	Books/Periodicals	\$ -	\$ -		\$ 800.00	\$ -	0.00%
602170	Water Conservation Program	\$ 1,344.88	\$ 259.27		\$ -	\$ -	
603105	Equipment Maintenance	\$ 352.34	\$ -		\$ -	\$ -	
604100	Communications	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ -	\$ -		\$ 1,600.00	\$ -	0.00%
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ 2,000.00	\$ (24.00)	-1.20%
607115	Training	\$ 1,413.00	\$ -		\$ 1,000.00	\$ -	0.00%
608100	Contractual Services	\$ 174.00	\$ -		\$ 4,000.00	\$ -	0.00%
608105	Professional Services	\$ -	\$ -		\$ 70,000.00	\$ -	0.00%
608106	ARRA - Professional Services	\$ 2,625.00	\$ -		\$ -	\$ -	
608125	Advertising/ Business Dev't	\$ 42,990.00	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ -	\$ -		\$ -	\$ -	
608135	Microfilming	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ 650.00	\$ 54.17	8.33%
612115	Liability Insurance Charge	\$ -	\$ -		\$ 10,850.00	\$ 904.17	8.33%
612120	Workers' Compensation Charge	\$ 626.00	\$ 313.00		\$ -	\$ -	
612125	Employee Benefits	\$ 6,400.00	\$ 533.33	8.33%	\$ 33,525.00	\$ 2,793.75	8.33%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
4100	Planning Total	\$ 342,798.85	\$ 14,123.07	4.12%	\$ 391,173.07	\$ 17,262.95	4.41%
4200	Building Regulation						
501110	Salaries-Regular	\$ -	\$ -		\$ 56,081.78	\$ 3,334.80	5.95%
501115	Salaries-Overtime	\$ 281,410.84	\$ 29,025.42		\$ -	\$ -	
501120	Salaries-Part Time	\$ 40,699.22	\$ 3,155.85		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ 4,660.34	\$ 275.71	5.92%
502105	Workers Comp Insurance	\$ -	\$ -		\$ 546.54	\$ 45.55	8.33%
502110	Health/Life Insurance	\$ 4,072.30	\$ 515.35	12.66%	\$ 8,507.43	\$ 552.46	6.49%
502115	Unemployment Insurance	\$ 537.72	\$ 268.86	50.00%	\$ 455.70	\$ -	0.00%
502120	Medicare/Fica	\$ 6,141.96	\$ 456.48	7.43%	\$ 822.84	\$ 57.95	7.04%
602100	Special Dept Expense	\$ 427.26	\$ -		\$ -	\$ -	
602110	Office Expense	\$ 712.34	\$ 45.56	6.40%	\$ 1,500.00	\$ -	0.00%
602120	Books/Periodicals	\$ -	\$ -		\$ 400.00	\$ -	0.00%
603105	Equipment Maintenance	\$ 1,788.04	\$ 28.97		\$ -	\$ -	
607100	Membership/Dues	\$ 79.88	\$ -		\$ -	\$ -	
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ 135.00	\$ -		\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ 1,000.00	\$ -	0.00%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608115	Inspection Services	\$ 100.00	\$ -	0.00%	\$ 350,000.00	\$ (100.00)	-0.03%
608120	Plan Checking Services	\$ -	\$ -		\$ -	\$ -	
608125	Advertising/ Business Dev't	\$ 423,727.19	\$ (350.00)		\$ -	\$ -	
608135	Microfilming	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ 33.00	\$ 2.75	8.33%
612115	Liability Insurance Charge	\$ -	\$ -		\$ 2,826.00	\$ 235.50	8.33%
612120	Workers' Compensation Charge	\$ 31.00	\$ 15.50		\$ -	\$ -	

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Bal	% of Budget	Budget	End Bal	% of Budget
612125	Employee Benefits	\$ 2,099.00	\$ 174.92	8.33%	\$ -	\$ 727.75	0.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
4200	Building Regulation Total	\$ 761,961.75	\$ 33,336.91	4.38%	\$ 426,833.63	\$ 5,132.47	1.20%
4400	Business Relations						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ 162,266.89	\$ 17,922.25		\$ -	\$ -	
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ -	\$ -		\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ -	\$ -		\$ -	\$ -	
502120	Medicare/Fica	\$ -	\$ -		\$ -	\$ -	
602110	Office Expense	\$ -	\$ -		\$ -	\$ -	
602120	Books/Periodicals	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ -	\$ -		\$ -	\$ -	
608125	Advertising/ Business Dev't	\$ -	\$ -		\$ -	\$ -	
610210	Business Relations Programs	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ -	\$ -	
612125	Employee Benefits	\$ -	\$ -		\$ -	\$ -	
4400	Business Relations	\$ 162,266.89	\$ 17,922.25		\$ -	\$ -	
102							
4400	Business Relations						
501110	Salaries-Regular	\$ 736.00	\$ 368.00	50.00%	\$ 41,154.84	\$ 2,215.12	5.38%
502100	Retirement	\$ 2,715.00	\$ 1,357.50	50.00%	\$ 6,589.82	\$ 368.53	5.59%
502105	Workers Comp Insurance	\$ 25,732.37	\$ 595.82	2.32%	\$ 378.66	\$ 31.56	8.33%
502110	Health/Life Insurance	\$ 37,842.71	\$ 2,115.39	5.59%	\$ 494.76	\$ 29.90	6.04%
502115	Unemployment Insurance	\$ 6,013.28	\$ 321.95	5.35%	\$ 108.50	\$ -	0.00%
502120	Medicare/Fica	\$ 811.32	\$ 405.66	50.00%	\$ 645.04	\$ 85.51	13.26%
602110	Office Expense	\$ 519.46	\$ 66.83	12.87%	\$ 1,500.00	\$ -	0.00%
602120	Books/Periodicals	\$ 71.76	\$ -		\$ 400.00	\$ -	0.00%
607100	Membership/Dues	\$ 617.39	\$ 31.70	5.13%	\$ 4,000.00	\$ -	0.00%
607110	Travel/Conference/Meetings	\$ 1,115.54	\$ -	0.00%	\$ 4,000.00	\$ -	0.00%
607115	Training	\$ 99.00	\$ -		\$ 2,000.00	\$ -	0.00%
608105	Professional Services	\$ 768.00	\$ 570.00	74.22%	\$ 70,000.00	\$ -	0.00%
608125	Advertising/ Business Dev't	\$ 880.00	\$ -	0.00%	\$ 15,000.00	\$ -	0.00%
610210	Business Relations Programs	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 16,818.16	\$ 50.00	0.30%	\$ 715.00	\$ 59.58	8.33%
612115	Liability Insurance Charge	\$ 13,210.81	\$ -	0.00%	\$ 2,074.00	\$ 172.83	8.33%
612125	Employee Benefits	\$ -	\$ -		\$ 6,408.00	\$ 534.00	8.33%
4400	Business Relations	\$ 107,950.80	\$ 5,882.85	5.45%	\$ 155,468.62	\$ 3,497.03	2.25%

Community Service - Bobadilla
July 2019 General Fund Expenses (8% of year)

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
101							
5100	Parks and Recreation						
501110	Salaries-Regular	\$ -	\$ -		\$ 318,560.24	\$ 12,624.23	3.96%
501115	Salaries-Overtime	\$ -	\$ -		\$ -	\$ -	
501120	Salaries-Part Time	\$ 241,548.87	\$ 7,828.36	3.24%	\$ 22,208.58	\$ 1,618.24	7.29%
501125	Salaries-Appointed	\$ -	\$ -		\$ -	\$ -	
502100	Retirement	\$ 39,338.98	\$ 1,387.57	3.53%	\$ 28,770.43	\$ 938.52	3.26%
502105	Workers Comp Insurance	\$ -	\$ -		\$ 4,247.60	\$ 1,951.21	45.94%
502110	Health/Life Insurance	\$ 21,839.03	\$ 881.51	4.04%	\$ 43,530.73	\$ 1,195.85	2.75%
502115	Unemployment Insurance	\$ 5,268.06	\$ 2,634.03	50.00%	\$ 2,712.50	\$ -	0.00%
502120	Medicare/Fica	\$ 33,405.89	\$ 1,841.77	5.51%	\$ 5,502.63	\$ 210.76	3.83%
602100	Special Dept Expense	\$ 2,485.69	\$ 2.03	0.08%	\$ 7,727.00	\$ 323.91	4.19%
602101	Proj Expense	\$ 4,065.51	\$ 139.31		\$ -	\$ -	
602110	Office Expense	\$ 7,360.02	\$ 373.20	5.07%	\$ 3,184.00	\$ -	0.00%
602150	Recreation Brochure Mailing	\$ -	\$ -		\$ 32,000.00	\$ 2,890.58	9.03%
603105	Equipment Maintenance	\$ 2,831.76	\$ 41.46	1.46%	\$ 200.00	\$ -	0.00%
603110	Building Maintenance	\$ 31,929.43	\$ -	0.00%	\$ 10,400.00	\$ -	0.00%
604100	Communications	\$ 157.05	\$ 189.37		\$ -	\$ -	
604105	Utilities	\$ 5,175.00	\$ -		\$ -	\$ -	
604110	Street Lighting	\$ -	\$ -		\$ -	\$ -	
604115	Ross Field Lighting	\$ -	\$ -		\$ -	\$ -	
605100	Land Lease	\$ -	\$ -		\$ 3,520.00	\$ -	0.00%
606100	Special Event Insurance	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 8,218.58	\$ 5,785.58	70.40%	\$ 850.00	\$ -	0.00%
607105	Mileage Reimbursement	\$ 8,751.00	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ 360.00	\$ -	0.00%	\$ -	\$ -	
607115	Training	\$ -	\$ -		\$ 1,500.00	\$ -	0.00%
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608105	Professional Services	\$ 2,159.74	\$ -		\$ -	\$ -	
608130	Temporary Help	\$ 24,553.37	\$ 1,052.80		\$ -	\$ -	
608150	Contractual Recreation Progm	\$ 5,038.41	\$ -	0.00%	\$ 20,000.00	\$ -	0.00%
609100	Special Events	\$ -	\$ -		\$ 6,645.00	\$ 2,000.00	30.10%
609115	Excursions	\$ 19,858.00	\$ -	0.00%	\$ 900.00	\$ -	0.00%
609125	Employee/Volunteer Recognitn	\$ 14,535.60	\$ 250.00		\$ -	\$ -	
609200	Sr Citizen Program	\$ 563.75	\$ -	0.00%	\$ 2,500.00	\$ -	
609210	Youth Committee	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ 16.00	\$ -	0.00%	\$ 7,857.00	\$ 3,928.50	50.00%
612115	Liability Insurance Charge	\$ -	\$ -		\$ 15,360.00	\$ 7,680.00	50.00%
612120	Workers' Compensation Charge	\$ 7,721.00	\$ 3,860.50		\$ -	\$ -	
612125	Employee Benefits	\$ 12,536.00	\$ 1,044.67	8.33%	\$ 47,460.00	\$ 23,730.00	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
702105	Furniture- General	\$ 46,238.00	\$ 23,119.00		\$ -	\$ -	
5100	Parks and Recreation Total	\$ 545,954.74	\$ 50,431.16	9.24%	\$ 585,635.71	\$ 59,091.80	10.09%
5200	Community Services Ctr (Beach)						
501110	Salaries-Regular	\$ -	\$ -		\$ -	\$ -	
501115	Salaries-Overtime	\$ 545,954.74	\$ 55,654.49		\$ -	\$ -	
501120	Salaries-Part Time	\$ -	\$ -		\$ 10,405.29	\$ 530.34	5.10%
502100	Retirement	\$ -	\$ -		\$ -	\$ -	
502105	Workers Comp Insurance	\$ 9,080.91	\$ 84.16	0.93%	\$ 537.79	\$ 268.90	50.00%
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ 535.58	\$ 267.79	50.00%	\$ 282.10	\$ -	0.00%
502120	Medicare/Fica	\$ -	\$ -		\$ 243.97	\$ 8.04	3.30%
602100	Special Dept Expense	\$ 186.50	\$ -	0.00%	\$ 2,820.00	\$ -	0.00%
602110	Office Expense	\$ 137.38	\$ 7.68	5.59%	\$ 2,000.00	\$ -	0.00%
602150	Recreation Brochure Mailing	\$ 3,053.31	\$ 441.13		\$ -	\$ -	
603105	Equipment Maintenance	\$ 1,924.63	\$ -		\$ 200.00	\$ -	0.00%

Account Number	Description	Prior Year			Current Year		
		Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
603110	Building Maintenance	\$ -	\$ -		\$ 8,200.00	\$ 260.28	3.17%
604100	Communications	\$ 161.60	\$ -		\$ -	\$ -	
604105	Utilities	\$ 7,192.13	\$ -	0.00%	\$ 10,200.00	\$ -	0.00%
606100	Special Event Insurance	\$ -	\$ -		\$ -	\$ -	
607100	Membership/Dues	\$ 9,290.04	\$ -		\$ -	\$ -	
607105	Mileage Reimbursement	\$ -	\$ -		\$ -	\$ -	
607110	Travel/Conference/Meetings	\$ -	\$ -		\$ -	\$ -	
608100	Contractual Services	\$ -	\$ -		\$ -	\$ -	
608150	Contractual Recreation Progm	\$ -	\$ -		\$ -	\$ -	
609100	Special Events	\$ -	\$ -		\$ -	\$ -	
609125	Employee/Volunteer Recognitn	\$ -	\$ -		\$ -	\$ -	
609200	Sr Citizen Program	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ 423.00	\$ 211.50	50.00%
612115	Liability Insurance Charge	\$ -	\$ -		\$ 524.00	\$ 262.00	50.00%
612120	Workers' Compensation Charge	\$ 407.00	\$ 203.50		\$ -	\$ -	
612125	Employee Benefits	\$ 357.00	\$ 29.75	8.33%	\$ 1,620.00	\$ 810.00	50.00%
612200	Allocated Costs	\$ -	\$ -		\$ -	\$ -	
5200	Community Services Ctr (Beach)	\$ 578,280.82	\$ 56,688.50	9.80%	\$ 37,456.15	\$ 2,351.06	6.28%
5300	Stanton Central Park						
501120	Salaries-Part Time	\$ -	\$ -		\$ 137,153.88	\$ 10,081.28	7.35%
502105	Workers Comp Insurance	\$ 33,643.08	\$ 377.01	1.12%	\$ 7,106.94	\$ 3,553.47	50.00%
502115	Unemployment Insurance	\$ 132,187.58	\$ 8,840.91	6.69%	\$ 3,038.00	\$ 90.35	2.97%
502120	Medicare/Fica	\$ 7,724.32	\$ 3,862.16	50.00%	\$ 2,991.24	\$ 149.97	5.01%
602100	Special Dept Expense	\$ 2,494.59	\$ 163.19	6.54%	\$ 4,000.00	\$ -	0.00%
602110	Office Expense	\$ 1,975.62	\$ 131.01	6.63%	\$ 2,000.00	\$ -	
603105	Equipment Maintenance	\$ 1,948.64	\$ -		\$ -	\$ -	
604105	Utilities	\$ 1,652.70	\$ -		\$ 6,000.00	\$ -	0.00%
606100	Special Event Insurance	\$ -	\$ -		\$ -	\$ -	
608150	Contractual Recreation Progm	\$ 4,918.30	\$ -	0.00%	\$ -	\$ -	
609100	Special Events	\$ -	\$ -		\$ -	\$ -	
612105	Vehicle Replacement Charge	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ -	\$ -		\$ 6,912.00	\$ 3,456.00	50.00%
612125	Employee Benefits	\$ -	\$ -		\$ 21,357.00	\$ 10,678.50	50.00%
5300	Stanton Central Park	\$ 186,544.83	\$ 13,374.28	7.17%	\$ 190,559.06	\$ 28,009.57	14.70%
102							
5100	Parks and Recreation						
501115	Salaries-Overtime	\$ 3,004.00	\$ 1,502.00	50.00%	\$ -	\$ -	
501120	Salaries-Part Time	\$ 11,079.00	\$ 5,539.50	50.00%	\$ -	\$ 491.85	
502105	Workers Comp Insurance	\$ 93,539.43	\$ 1,866.26	2.00%	\$ -	\$ -	
502110	Health/Life Insurance	\$ -	\$ -		\$ -	\$ -	
502115	Unemployment Insurance	\$ 18,624.55	\$ 166.99	0.90%	\$ -	\$ -	
502120	Medicare/Fica	\$ 1,460.06	\$ 730.03	50.00%	\$ -	\$ 7.13	
602140	Materials & Supplies	\$ -	\$ -		\$ -	\$ -	
612115	Liability Insurance Charge	\$ 748.19	\$ 1.34	0.18%	\$ -	\$ -	
612125	Employee Benefits	\$ 269.99	\$ 0.40	0.15%	\$ -	\$ -	
5100	Parks and Recreation	\$ 128,725.22	\$ 9,806.51	7.62%	\$ -	\$ 498.98	

City of Stanton
July 2019 General Fund Revenues (8% of year)

	Current Month	FY 19-20 Year to Date	Budget FY 19-20	Percent of Budget	FY 18-19 Year to Date	Total FY 18-19	Percent of Total
Total Taxes	991,833	991,833	19,145,200	5.18%	1,020,739	16,852,552	6.06%
Total Intergovernmental	12,606	12,606	189,524	6.65%	11,373	185,842	6.12%
Total Fees and Permits	283,355	283,355	2,538,360	11.16%	448,186	2,689,433	16.66%
Total Fines and Forfeitures	40,304	40,304	468,900	8.60%	41,185	410,443	10.03%
Total Use of Money and Property	11,292	11,292	277,768	4.07%	11,570	1,510,860	0.77%
Total Miscellaneous Revenue	7,307	7,307	2,000	365.37%	30,666	1,887,063	1.63%
Total Transfers In	31,667	31,667	380,000	8.33%	53,333	640,000	8.33%
Total Revenues and Transfers In	1,378,364	1,378,364	23,001,752	5.99%	1,617,054	24,176,192	6.69%
Less: Transfers in	(31,667)	(31,667)	(380,000)	8.33%	(53,333)	(640,000)	8.33%
Total Revenues	1,346,698	1,346,698	22,621,752	5.95%	1,563,720	23,536,192	6.64%

Administration
 July 2019 General Fund Revenues (8% of year)

Account Number	Description	Category	Prior Year			Current Year		
			Actual	YTD Bal	% of Actual	Budget	YTD	% of Budget
101	General Fund							
437100	Sale Of Publications	Fees & Permits	\$ (95.50)	\$ (12.30)	12.88%	\$ (100.00)	\$ (6.40)	6.40%
437110	Candidate Statements	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
437130	Insurance Reimbursement	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
437145	Sale Of Assets	Miscellaneous	\$ -	\$ -		\$ -	\$ -	
101	General Fund		\$ (95.50)	\$ (12.30)	12.88%	\$ (100.00)	\$ (6.40)	6.40%

Administrative Services - Parker
July 2019 General Fund Revenues (8% of year)

Account Number	Description	Category	Prior Year			Current Year		
			Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
101	General Fund							
430100	Current Year-Secured/Unsecured	Tax	\$ (1,082,122.01)	\$ (12,085.84)	1.12%	\$ (1,113,000.00)	\$ (13,739.34)	1.23%
430105	Current Year-Unsecured	Tax	\$ -	\$ -		\$ -	\$ -	
430110	Property Tax-Prior Year	Tax	\$ (368.00)	\$ -		\$ -	\$ -	
430115	Property Tax-Supplemental	Tax	\$ (26,251.90)	\$ (5,067.77)	19.30%	\$ (25,000.00)	\$ (3,918.30)	15.67%
430120	Property Tax-Other	Tax	\$ (913,871.87)	\$ -	0.00%	\$ (894,800.00)	\$ -	0.00%
430121	Property Tax-In Lieu	Tax	\$ (3,906,863.00)	\$ -	0.00%	\$ (4,060,000.00)	\$ -	0.00%
430125	Property Tax-Public Utility	Tax	\$ (43,707.09)	\$ -	0.00%	\$ (40,000.00)	\$ -	0.00%
430130	Tax Administration Fees	Tax	\$ 4,817.00	\$ -	0.00%	\$ 5,000.00	\$ -	0.00%
430135	Homeowners Tax Relief	Tax	\$ (5,868.49)	\$ -	0.00%	\$ (5,400.00)	\$ -	0.00%
430140	Property Transfer Tax	Tax	\$ (112,443.30)	\$ -	0.00%	\$ (80,000.00)	\$ (8,526.64)	10.66%
430200	Sales And Use Tax	Tax	\$ (3,567,984.60)	\$ (360,973.80)	10.12%	\$ (4,385,000.00)	\$ (440,408.04)	10.04%
430300	Transient Occupancy Tax	Tax	\$ (408,241.58)	\$ (67,801.24)	16.61%	\$ (520,000.00)	\$ (40,114.93)	7.71%
430400	Pipeline	Tax	\$ -	\$ -		\$ -	\$ -	
430405	Cable Tv	Tax	\$ (184,803.45)	\$ -	0.00%	\$ (225,000.00)	\$ -	0.00%
430410	Electric	Tax	\$ (195,245.43)	\$ -	0.00%	\$ (185,000.00)	\$ -	0.00%
430415	Gas	Tax	\$ (57,114.51)	\$ -	0.00%	\$ (50,000.00)	\$ -	0.00%
430420	Refuse	Tax	\$ (421,198.99)	\$ (72,869.42)	17.30%	\$ (500,000.00)	\$ (41,006.15)	8.20%
430425	Water	Tax	\$ (87,677.03)	\$ -	0.00%	\$ (80,000.00)	\$ -	0.00%
430500	Business License Tax	Tax	\$ (193,737.99)	\$ (4,200.30)	2.17%	\$ (200,000.00)	\$ (1,259.00)	0.63%
430505	New/Moved Bus Lic Appl Rev	Tax	\$ (61,040.50)	\$ (5,489.50)	8.99%	\$ (70,000.00)	\$ (3,259.00)	4.66%
430510	Business Tax Renewal Process	Tax	\$ (159,128.40)	\$ (2,090.00)	1.31%	\$ (160,000.00)	\$ (790.00)	0.49%
430515	SB 1186	Tax	\$ (688.03)	\$ (257.00)	37.35%	\$ -	\$ (140.00)	
430600	Util User Tax/Electricity	Tax	\$ (885,131.00)	\$ (69,346.97)	7.83%	\$ (960,000.00)	\$ (1,999.03)	0.21%
430605	Util User Tax/Telephone	Tax	\$ (281,349.40)	\$ (32,623.08)	11.60%	\$ (300,000.00)	\$ (21,496.16)	7.17%
430610	Util User Tax/Gas	Tax	\$ (190,402.18)	\$ (15,122.29)	7.94%	\$ (200,000.00)	\$ (2,090.20)	1.05%
430615	Util User Tax/Water	Tax	\$ (374,823.39)	\$ (21,390.51)	5.71%	\$ (410,000.00)	\$ (20,133.15)	4.91%
432135	Mandated Cost Reimbursement	Intergovernmental	\$ (27,574.00)	\$ -	0.00%	\$ (24,000.00)	\$ -	0.00%
432150	Motor Vehicle In Lieu	Intergovernmental	\$ (18,945.88)	\$ -	0.00%	\$ -	\$ -	
432180	Public Safety Augment Tax	Intergovernmental	\$ (133,453.17)	\$ (11,373.48)	8.52%	\$ (160,124.00)	\$ (12,606.43)	7.87%
434100	General Fines	Fines & Forfeitures	\$ 6,985.42	\$ (7.79)	-0.11%	\$ (500.00)	\$ (26.50)	5.30%
434105	Motor Vehicle Fines	Fines & Forfeitures	\$ (138,840.32)	\$ (8,756.07)	6.31%	\$ (140,000.00)	\$ (9,450.13)	6.75%
434120	Administrative Citation	Fines & Forfeitures	\$ (6,320.00)	\$ (640.00)	10.13%	\$ (5,000.00)	\$ -	0.00%
435100	Interest Earned	Money & Property	\$ (1,364,979.30)	\$ -	0.00%	\$ (200,000.00)	\$ -	0.00%
435105	Interest On Tax Monies	Money & Property	\$ (321.28)	\$ -	0.00%	\$ -	\$ (1,713.20)	
436100	Bus Shelter Site Rental	Money & Property	\$ -	\$ -		\$ -	\$ -	
436135	Pac Bell Mobile Svcs-Rent	Money & Property	\$ (21,154.72)	\$ (3,086.44)	14.59%	\$ (20,268.48)	\$ -	0.00%
437115	Recycling Fees	Fees & Permits	\$ (71,748.50)	\$ -	0.00%	\$ (95,000.00)	\$ -	0.00%
437125	Donations	Miscellaneous	\$ -	\$ -	#DIV/0!	\$ -	\$ -	
437135	Expense Reimbursement	Fees & Permits	\$ (29,678.83)	\$ -	0.00%	\$ (20,000.00)	\$ -	0.00%
437136	Indirect Cost Reimbursement	Fees & Permits	\$ (295,031.00)	\$ (147,515.50)	50.00%	\$ (269,210.00)	\$ (134,604.89)	50.00%
437195	Other Revenue	Miscellaneous	\$ (1,887,062.93)	\$ (30,666.48)	1.63%	\$ (2,000.00)	\$ (7,307.49)	365.37%
439102	Transfer from 102	Transfer	\$ -	\$ -		\$ -	\$ -	
439201	Transfer From Recycling(210)	Transfer	\$ -	\$ -		\$ -	\$ -	
439211	Transfr From Gas Tx Fnd(211)	Transfer	\$ (260,000.00)	\$ (21,666.67)	8.33%	\$ -	\$ -	#DIV/0!
439220	Transfer from Measure M	Transfer	\$ -	\$ -		\$ -	\$ -	
439223	Transfer From Prot Svcs(505)	Transfer	\$ (380,000.00)	\$ (31,666.67)	8.33%	\$ (380,000.00)	\$ (31,666.67)	8.33%
439224	Transfer-Light Dist Fnd(521)	Transfer	\$ -	\$ -		\$ -	\$ -	
439225	Transfer-Light/Median(522)	Transfer	\$ -	\$ -		\$ -	\$ -	
439226	Transfer from Air Quality(226)	Transfer	\$ -	\$ -		\$ -	\$ -	
439250	Transfer From FaCT Grant	Transfer	\$ -	\$ -		\$ -	\$ -	
439285	Transfer fr Hsg Authority	Transfer	\$ -	\$ -		\$ -	\$ -	
439305	Transfer from Capital Projects	Transfer	\$ -	\$ -		\$ -	\$ -	
439310	Transfer from Park Imp	Transfer	\$ -	\$ -		\$ -	\$ -	
439401	Transfer From Debt Service Fnd	Transfer	\$ -	\$ -		\$ -	\$ -	
439501	Transfer From Sewer Fnd(601)	Transfer	\$ -	\$ -		\$ -	\$ -	
439602	Transfr from Worker's Comp	Transfer	\$ -	\$ -		\$ -	\$ -	
439603	Transfr from Liability Risk Mg	Transfer	\$ -	\$ -		\$ -	\$ -	
439605	Transfr from Fleet Maintenance	Transfer	\$ -	\$ -		\$ -	\$ -	
439606	Transfer fr Capital Asset Repl	Transfer	\$ -	\$ -		\$ -	\$ -	
439607	Trsf fr Emergency Preparedness	Transfer	\$ -	\$ -		\$ -	\$ -	
439608	Transfer fr Bldg Maint	Transfer	\$ -	\$ -		\$ -	\$ -	
439609	Transfer fr Info Tech	Transfer	\$ -	\$ -		\$ -	\$ -	
439712	Trsf Fr Redevel Obligation Reti	Transfer	\$ -	\$ -		\$ -	\$ -	
440100	Sra Tax Incr Pass Thru Alloc	Transfer	\$ (328,674.88)	\$ -	0.00%	\$ (355,000.00)	\$ -	0.00%
101	General Fund		\$ (18,112,044.53)	\$ (924,696.81)	5.11%	\$ (16,130,302.48)	\$ (796,255.25)	4.94%
102	Gen Fnd (Transaction & Use Tax							
430250	Transactions & Use Tax	Tax	\$ (3,374,500.53)	\$ (351,421.38)	10.41%	\$ (4,331,000.00)	\$ (392,953.20)	9.07%
102	Gen Fnd (Transaction & Use Tax		\$ (8,355,181.53)	\$ (351,421.38)	4.21%	\$ (4,331,000.00)	\$ (392,953.20)	9.07%

Public Works - Rigg
July 2019 General Fund Revenues (8% of year)

Account Number	Description	Category	Prior Year			Current Year		
			Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
101	General Fund							
431125	Engineering Permits	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
431130	Engineering Plan Check Fees	Fees & Permits	\$ (8,085.00)	\$ (1,215.00)		\$ (5,000.00)	\$ (850.00)	17.00%
431135	Public Works Permits	Fees & Permits	\$ (96,840.00)	\$ (4,270.00)	4.41%	\$ (40,000.00)	\$ (3,682.00)	9.21%
431150	Grading Plan Review	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
431155	Grading Permits	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
431160	Solid Waste Impact Fees	Fees & Permits	\$ (961,360.92)	\$ (188,570.13)	19.61%	\$ (1,150,000.00)	\$ (94,308.61)	8.20%
431180	P/W Inspections	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
432230	State Recycling Grant	Intergovernmental	\$ -	\$ -		\$ -	\$ -	
101	General Fund		\$ (1,066,285.92)	\$ (194,055.13)	18.20%	\$ (1,195,000.00)	\$ (98,840.61)	8.27%

Community Development
July 2019 General Fund Revenues (8% of year)

Account Number	Description	Category	Prior Year			Current Year		
			Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
101	General Fund							
431100	Building Plan Check Fees	Fees & Permits	\$ (136,964.63)	\$ (3,694.46)	2.70%	\$ (100,000.00)	\$ (11,516.70)	11.52%
431105	Mechanical Permits	Fees & Permits	\$ (118,922.00)	\$ (24,480.00)	20.58%	\$ (100,000.00)	\$ (2,710.00)	2.71%
431110	Building Permits	Fees & Permits	\$ (423,003.13)	\$ (34,676.00)	8.20%	\$ (260,000.00)	\$ (21,190.00)	8.15%
431115	Plumbing Permits	Fees & Permits	\$ (49,303.00)	\$ (6,730.00)	13.65%	\$ (35,000.00)	\$ (1,040.00)	2.97%
431120	Electrical Permits	Fees & Permits	\$ (51,895.00)	\$ (5,883.00)	11.34%	\$ (45,000.00)	\$ (812.00)	1.80%
431140	S M I P - Commerical Fees	Fees & Permits	\$ (417.71)	\$ (2,867.00)	686.36%	\$ (50.00)	\$ (72.77)	145.54%
431145	S M I P-Residential Permits	Fees & Permits	\$ (118.00)	\$ (18.52)	15.69%	\$ (200.00)	\$ (19.64)	9.82%
431146	SB 1473 Fee	Fees & Permits	\$ (216.00)	\$ (430.00)	199.07%	\$ (300.00)	\$ (36.00)	12.00%
431194	Massage Establishment Fee	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
431195	Other Fees & Permits	Fees & Permits	\$ (35,314.00)	\$ (3,370.00)	9.54%	\$ (31,000.00)	\$ (3,538.00)	11.41%
432245	Planning Grants	Intergovernmental	\$ -	\$ -		\$ -	\$ -	
433150	Garbage Franchise Services	Intergovernmental	\$ -	\$ -		\$ -	\$ -	
433200	Conditional Use Permit	Fees & Permits	\$ (19,685.00)	\$ (2,290.00)	11.63%	\$ (5,000.00)	\$ -	0.00%
433205	Precise Plan Of Design	Fees & Permits	\$ (21,719.46)	\$ 225.00	-1.04%	\$ (12,000.00)	\$ -	0.00%
433210	Variance	Fees & Permits	\$ (4,900.00)	\$ -	0.00%	\$ (24,000.00)	\$ -	0.00%
433215	Provisional Use Permit	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433220	Preliminary Plan Review	Fees & Permits	\$ (1,875.00)	\$ -	0.00%	\$ (18,000.00)	\$ -	0.00%
433225	Environmental Services	Fees & Permits	\$ (865.00)	\$ (40.00)	4.62%	\$ (500.00)	\$ -	0.00%
433227	Foreclosure Registration	Fees & Permits	\$ (11,483.00)	\$ (2,252.00)	19.61%	\$ (12,000.00)	\$ (563.00)	4.69%
433230	Zoning Entitlements	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433235	Land Divisions	Fees & Permits	\$ (7,765.00)	\$ -	0.00%	\$ (6,000.00)	\$ -	0.00%
433240	Special Bvent Permits	Fees & Permits	\$ (1,140.00)	\$ (105.00)	9.21%	\$ (700.00)	\$ -	0.00%
433245	Sign/Ban/R/Gar Sa/Temp Use Per	Fees & Permits	\$ (7,115.00)	\$ (1,205.00)	16.94%	\$ (6,400.00)	\$ (1,010.00)	15.78%
433250	Ministerial Services	Fees & Permits	\$ (15,375.00)	\$ (1,425.00)	9.27%	\$ (7,500.00)	\$ (1,650.00)	
433255	Document Reproduction	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433260	Landscape Plan Check	Fees & Permits	\$ (1,950.00)	\$ -	0.00%	\$ (1,200.00)	\$ (650.00)	54.17%
433265	Home Occupation/Use Permits	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433266	Massage Establishment License	Fees & Permits	\$ (3,050.00)	\$ -	0.00%	\$ (2,700.00)	\$ -	0.00%
433267	Donation Bin Permit	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433270	General Plan Maint Surcharge	Fees & Permits	\$ (6,755.00)	\$ (175.00)	2.59%	\$ (5,000.00)	\$ -	0.00%
433285	Other Developmental Fees	Fees & Permits	\$ (79,581.40)	\$ (7,869.30)	9.89%	\$ (50,000.00)	\$ (749.50)	1.50%
101	General Fund		\$ (999,412.33)	\$ (97,285.28)	9.73%	\$ (722,550.00)	\$ (45,557.61)	6.31%

Community Services - Bobadilla
July 2019 General Fund Revenues (8% of year)

Account Number	Description	Category	Prior Year			Current Year		
			Actual	YTD Bal	% of Actual	Budget	End Bal	% of Budget
101	General Fund							
433305	General Recreation Programs	Fees & Permits	\$ (38,326.25)	\$ (5,115.00)	13.35%	\$ (39,000.00)	\$ (1,090.25)	2.80%
433310	Rec Brochure Advertising Fee	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
433315	Field Lighting/Nrsf	Fees & Permits	\$ (19,911.00)	\$ (1,752.75)	8.80%	\$ (31,000.00)	\$ (375.00)	1.21%
433320	Spec Event Participant Fee	Fees & Permits	\$ -	\$ -		\$ -	\$ -	
436115	Property Rental	Money & Property	\$ (4.00)	\$ -	0.00%	\$ -	\$ -	
436125	Community Hall Rental	Money & Property	\$ (88,039.00)	\$ (5,599.00)	6.36%	\$ (42,500.00)	\$ (9,134.00)	21.49%
436126	SCP Building Rental	Money & Property	\$ (6,271.00)	\$ (780.00)	12.44%	\$ -	\$ -	
436127	SCP Shelter Rental	Money & Property	\$ (21,330.00)	\$ (2,000.00)	9.38%	\$ (15,000.00)	\$ (445.00)	2.97%
436128	SCP Fields Rental	Money & Property	\$ (8,760.25)	\$ (105.00)	1.20%	\$ -	\$ -	
436130	Mary Perez Site Lease	Money & Property	\$ -	\$ -		\$ -	\$ -	
101	General Fund		\$ (182,641.50)	\$ (15,351.75)	8.41%	\$ (127,500.00)	\$ (11,044.25)	8.66%

Item Number: 9G

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 27, 2019

SUBJECT: AUGUST 2019 LEGISLATIVE TRACKING SUMMARY AND LEGISLATIVE MATRIX

REPORT IN BRIEF:

The monthly Legislative Tracking Summary and Legislative Matrix as of August 2019 is being provided to City Council.

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 August 2019 Legislative Tracking Summary and Legislative Matrix.

ANALYSIS:

The attached reports outline the City's support or approval on bills introduced to Legislature as of July 2019. The reports include information on statuses and locations of bills within Legislature that the City has taken a position on.

The legislature in Sacramento is very active. The Legislative Tracking Summary allows the City to focus and follow up on the bills that it has taken a position on.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

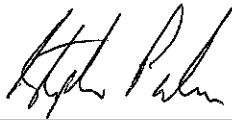
PUBLIC NOTIFICATION:

Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:



Stephen M. Parker, CPA
Assistant City Manager

Approved:



Jarad L. Hildenbrand
City Manager

Attachments:

- A. August 2019 Legislative Tracking Summary
- B. August 2019 Legislative Matrix

CITY OF STANTON
2019 Legislative Tacking Summary
August 2019

Bill Number	Author	Title	Date Letter Submitted	Status	Related Correspondence/ Notes
The City submitted a letter of SUPPORT the following bills:					
AB 147	Burke	Use taxes: collection: retailer engaged in business in this state: marketplace facilitators	3/1/2019	Chaptered	
AB 1530	Cooley	Unauthorized cannabis activity reduction grants: local jurisdiction restrictions on cannabis delivery	3/1/2019	Asm. Business and Professions Asm. Housing & Community Development	
SB 573	Chang	Homeless Emergency Aid program: funding	5/15/2019	Asm.	
SB 667	Hueso	Greenhouse gases: recycling infrastructure and facilities	5/10/2019	Appropriations	
The City submitted a letter of OPPOSITION the following bills:					
AB 217	Burke	Income taxation: credits: exclusions: federal conformity	5/3/2019	Asm. Third Reading	
AB 377	Garcia, Eduardo	Microenterprise home kitchen operations	4/1/2019	Sen. Appropriations	Oppose unless amended
AB 516	Chiu	Authority to remove vehicles	5/10/2019	Sen. Appropriations	
AB 1184	Gloria	Public records: writing transmitted by electronic mail: retention	4/2/2019	Sen. Appropriations	

**City of Stanton
Thursday, August 01, 2019**

AB 36

(Bloom D) Residential tenancies: rent control.

Current Text: Amended: 4/22/2019 [html](#) [pdf](#)

Introduced: 12/3/2018

Last Amend: 4/22/2019

Last Reviewed:

tpa: 5/24/2019 10:23 AM

Status: 4/25/2019-Re-referred to Com. on RLS. pursuant to Assembly Rule 96(a).

Location: 4/25/2019-A. RLS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptured
	1st House				2nd House						

Summary: The Costa-Hawkins Rental Housing Act prescribes statewide limits on the application of local rent control with regard to certain properties. This bill would modify those provisions to authorize an owner of residential real property to establish the initial and all subsequent rental rates for a dwelling or unit that has been issued its first certificate of occupancy within 20 years of the date upon which the owner seeks to establish the initial or subsequent rental rate, or for a dwelling or unit that is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision and the owner is a natural person who owns 10 or fewer residential units within the same jurisdiction as the dwelling or unit for which the owner seeks to establish the initial or subsequent rental rate, subject to certain exceptions.

Position

AB 54

(Ting D) Peace officers: video and audio recording: disclosure.

Current Text: Introduced: 12/3/2018 [html](#) [pdf](#)

Introduced: 12/3/2018

Status: 6/20/2019-In committee: Hearing postponed by committee.

Location: 6/11/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptured
	1st House				2nd House						

Summary: The California Public Records Act requires that public records, as defined, be available to the public for inspection and made promptly available to any person. Current law generally makes records of investigations conducted by any state or local police agency exempt from these requirements, except that a video or audio recording that relates to a critical incident, as defined, may only be withheld temporarily under specified circumstances. This bill would require the agency to provide the estimated date for the disclosure of the video or audio recording under these circumstances and would allow the agency to withhold the recording for the 45 day period, subject to extensions, as provided by existing law.

Position

AB 68

(Ting D) Land use: accessory dwelling units.

Current Text: Amended: 7/5/2019 [html](#) [pdf](#)

Introduced: 12/3/2018

Last Amend: 7/5/2019

Status: 7/10/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (July 10). Re-referred to Com. on APPR.

Location: 7/10/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptured
	1st House				2nd House						

Summary: The Planning and Zoning Law authorizes a local agency to provide, by ordinance, for the creation of accessory dwelling units in single-family and multifamily residential zones and sets forth required ordinance standards, including, among others, lot coverage. This bill would delete the provision authorizing the imposition of standards on lot coverage and would prohibit an ordinance from imposing requirements on minimum lot size.

Position

AB 139

(Quirk-Silva D) Emergency and Transitional Housing Act of 2019.

Current Text: Amended: 7/5/2019 [html](#) [pdf](#)

Introduced: 12/11/2018

Last Amend: 7/5/2019

Status: 7/5/2019-Read second time and amended. Re-referred to Com. on APPR.

Location: 7/5/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House						

Summary: Current law requires the housing element to contain specified information and analysis, including an assessment of housing needs and an inventory of resources and constraints relevant to the meeting of those needs, including the identification of a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. Current law authorizes a local government to impose only those development and management standards that apply to residential or commercial development within the same zone, however, a local government may impose specified objective standards, including standards for off-street parking based on demonstrated need, as specified. This bill would instead authorize a local government to apply a written objective standard that provides sufficient parking to accommodate the staff working in the emergency shelter, except as provided.

Position

AB 143 (Quirk-Silva D) Shelter crisis: homeless shelters: Counties of Alameda and Orange: City of San Jose.

Current Text: Amended: 6/6/2019 [html](#) [pdf](#)

Introduced: 12/13/2018

Last Amend: 6/6/2019

Status: 7/1/2019-In committee: Referred to APPR. suspense file.

Location: 7/1/2019-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House						

Summary: Current law, upon a declaration of a shelter crisis by the City of Berkeley, Emeryville, Los Angeles, Oakland, or San Diego, the County of Santa Clara, or the City and County of San Francisco, specifies additional provisions applicable to a shelter crisis declared by one of those jurisdictions. Current law exempts from the California Environmental Quality Act specified actions by a state agency or a city, county, or city and county relating to land owned by a local government to be used for, or to provide financial assistance to, a homeless shelter constructed pursuant to these provisions. Current law requires a city, county, or city and county that declares a shelter crisis pursuant to these provisions to develop a plan to address the shelter crisis on or before July 1, 2019, and to annually report to specified committees of the Legislature on or before January 1, 2019, and annually thereafter until January 1, 2021. This bill would apply these additional provisions to a shelter crisis declared by the County of Alameda, the County of Orange, any city located within the County of Alameda, any city located within the County of Orange, and the City of San Jose, and extend the above-described repeal date to January 1, 2023.

Position

AB 161 (Ting D) Solid waste: paper waste: proofs of purchase.

Current Text: Amended: 6/27/2019 [html](#) [pdf](#)

Introduced: 1/7/2019

Last Amend: 6/27/2019

Status: 7/3/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 2.) (July 3). Re-referred to Com. on APPR.

Location: 7/3/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House						

Summary: Current law prohibits certain stores from providing a single-use carryout bag to a customer at the point of sale and prohibits full-service restaurants from providing single-use plastic straws to consumers unless requested by the consumer. This bill would require a business, as defined, that accepts payment through cash, credit, or debit transactions, subject to certain exceptions, to provide a proof of purchase to a consumer only at the consumer's option and would prohibit a business from printing a paper proof of purchase if the consumer opts to not receive a proof of purchase, unless otherwise required by state or federal law.

Position

AB 168 (Aguiar-Curry D) Housing: streamlined approvals.

Current Text: Amended: 7/1/2019 [html](#) [pdf](#)

Introduced: 1/8/2019

Last Amend: 7/1/2019

Status: 7/10/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (July 10).
Re-referred to Com. on APPR.

Location: 7/10/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of, an environmental impact report (EIR) on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. Prior to the release of a negative declaration, mitigated negative declaration, or an EIR for a project, CEQA requires the lead agency to begin consultation with a California Native American tribe that is traditionally and culturally affiliated with the geographic area of the proposed project, as provided. Current law provides that a development subject to the streamlined ministerial approval process described above is not subject to CEQA. This bill would require a local government to engage in a scoping consultation to determine whether any potential tribal cultural resource is located on a site for a development subject to the streamlined, ministerial approval process described above, before the application is deemed to be submitted.

Position

AB 217

(Burke D) Income taxation: credits: exclusions: federal conformity.

Current Text: Amended: 6/13/2019 [html](#) [pdf](#)

Introduced: 1/16/2019

Last Amend: 6/13/2019

Status: 6/24/2019-From committee: Do pass. (Ayes 7. Noes 0.) (June 17).

Location: 6/18/2019-A. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: The Personal Income Tax Law, beginning on or after January 1, 2015, in modified conformity with federal income tax laws, allows an earned income tax credit against personal income tax, and a payment from the Tax Relief and Refund Account for an allowable credit in excess of tax liability, to an eligible individual that is equal to that portion of the earned income tax credit allowed by federal law as determined by the earned income tax credit adjustment factor, as specified. The law provides that the amount of the credit is calculated as a percentage of the eligible individual's earned income and is phased out above a specified amount as income increases. The law deems, for each taxable year beginning on or after January 1, 2018, and before January 1, 2019, the California Consumer Price Index as the greater of 3.1% or the percentage change in the California Consumer Price Index for the recomputation of specified earned income amounts, phaseout amounts, and the amount of disqualified income that would disallow this credit. This bill, for taxable years beginning on or after January 1, 2019, and before January 1, 2020, would deem the California Consumer Price Index as the greater of 3.5% or the percentage change in the California Consumer Price Index for the recomputation of those specified amounts.

Position

Oppose

AB 314

(Bonta D) Public employment: labor relations: release time.

Current Text: Amended: 4/22/2019 [html](#) [pdf](#)

Introduced: 1/30/2019

Last Amend: 4/22/2019

Last Reviewed:

tpa: 7/23/2019 1:36 PM

Status: 7/8/2019-In committee: Referred to APPR. suspense file.

Location: 7/8/2019-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered	
1st House				2nd House								

Summary: Current law, including the Meyers-Milias-Brown Act, the Ralph C. Dills Act, the Trial Court Employment Protection and Governance Act, the Trial Court Interpreter Employment and Labor Relations Act, Judicial Council Employer-Employee Relations Act, and the Los Angeles County Metropolitan Transportation Authority Transit Employer-Employee Relations Act, as well as provisions commonly referred to as the Educational Employment Relations Act and the Higher Education Employer-Employee Relations Act, regulates the labor relations of the state, the courts, and specified local public agencies and their employees. These acts generally require the public entities in this context to grant employee representatives of recognized employee organizations reasonable time off without loss of compensation or benefits for certain purposes in connection with labor relations,

commonly referred to as release time. This bill would prescribe requirements relating to release time that would apply to all of the public employers and employees subject to the acts described above and would generally repeal the provisions relating to release time in those acts.

Position

AB 339 (Irwin D) Gun violence restraining orders: law enforcement procedures.

Current Text: Amended: 3/6/2019 [html](#) [pdf](#)

Introduced: 1/31/2019

Last Amend: 3/6/2019

Status: 7/1/2019-In committee: Referred to APPR. suspense file.

Location: 7/1/2019-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes a law enforcement officer to request, and a judicial officer to issue on an ex parte basis, a temporary emergency gun violence restraining order that prohibits a person from having custody or control of any firearms or ammunition if the person poses a significant danger of causing personal injury to themselves or another by having a firearm or ammunition. Current law establishes a civil restraining order process to accomplish that purpose. This bill would require each specified law enforcement agency to develop and adopt written policies and standards, as described, regarding the use of gun violence restraining orders.

Position

AB 344 (Calderon D) New Beginnings California Program.

Current Text: Introduced: 2/4/2019 [html](#) [pdf](#)

Introduced: 2/4/2019

Last Reviewed:

tpa: 7/23/2019 1:40 PM

Status: 7/1/2019-In committee: Referred to APPR. suspense file.

Location: 7/1/2019-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish the New Beginnings California Program in the Department of Community Services and Development and create the New Beginnings California Account for the purpose of providing matching grant funding to cities and local continuum of care programs to implement, expand, or continue employment programs for homeless individuals, as specified. The bill would define city for purposes of the bill to include a city, county, or a city and county. The bill would require qualifying employment programs to, among other things, connect program participants with employment and pay them an hourly wage that is at or above minimum wage.

Position

AB 377 (Garcia, Eduardo D) Microenterprise home kitchen operations.

Current Text: Amended: 5/20/2019 [html](#) [pdf](#)

Introduced: 2/5/2019

Last Amend: 5/20/2019

Status: 6/27/2019-In committee: Hearing postponed by committee.

Location: 6/19/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would modify the conditions for a city, county, or city and county to permit microenterprise home kitchen operations within its jurisdiction. The bill would modify the inspections and food safety standards applicable to microenterprise home kitchen operations. The bill would prohibit an internet food service intermediary or a microenterprise home kitchen operation from using the word "catering" or any variation of that word in a listing or advertisement of a microenterprise home kitchen operation's offer of food for sale. The bill would require a microenterprise home kitchen operation to include specific information, including its permit number, in its advertising.

Position

Oppose Unless Amended

AB 437 (Wood D) Move-In Loan Program.

Current Text: Amended: 4/29/2019 [html](#) [pdf](#)

Introduced: 2/11/2019

Last Amend: 4/29/2019

Status: 7/3/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 1.) (July 2).
Re-referred to Com. on APPR.

Location: 7/2/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
			1st House				2nd House				

Summary: Would establish the Move-In Loan Program for the purpose of providing grants to eligible nonprofit organizations to be used to provide no-interest loans to eligible applicants to afford the security deposit and first month's rent for a rental dwelling. The bill, upon appropriation by the Legislature, would require the Department of Housing and Community Development to administer the program and to determine the standards for the program, as specified, and would require the department to control selection of, eligible nonprofit organization applicants to receive a grant to administer a loan program, as specified.

Position

AB 485 (Medina D) Local government: economic development subsidies.

Current Text: Amended: 6/17/2019 [html](#) [pdf](#)

Introduced: 2/12/2019

Last Amend: 6/17/2019

Last Reviewed:

tpa: 7/23/2019 1:37 PM

Status: 7/9/2019-Read second time. Ordered to third reading.

Location: 7/9/2019-S. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
			1st House				2nd House				

Summary: Current law requires each local agency, as defined, to provide specified information to the public before approving an economic development subsidy within its jurisdiction, and to, among other things, hold hearings and report on those subsidies, as provided. Current law defines "economic development subsidy" for these purposes to mean any expenditure of public funds or loss of revenue to a local agency in the amount of \$100,000 or more, for the purpose of stimulating economic development within the jurisdiction of a local agency, as provided. This bill, on and after January 1, 2020, would similarly require each local agency to provide specified information to the public before approving an economic development subsidy for a warehouse distribution center, as defined, and to, among things, hold hearings and report on those subsidies, as provided.

Position

AB 516 (Chiu D) Authority to remove vehicles.

Current Text: Amended: 7/2/2019 [html](#) [pdf](#)

Introduced: 2/13/2019

Last Amend: 7/2/2019

Status: 7/9/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 4. Noes 2.) (July 9).
Re-referred to Com. on APPR.

Location: 7/9/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
			1st House				2nd House				

Summary: Current law authorizes a peace officer and specified public employees, as an alternative to removal of a vehicle, to immobilize the vehicle with a device designed and manufactured for that purpose, if, among other circumstances, the vehicle is found upon a highway or public lands by the peace officer or employee and it is known to have been issued 5 or more notices of parking violations that are delinquent because the owner or person in control of the vehicle has not responded to the appropriate agency within a designated time period. This bill would delete the authority of a peace officer or public employee, as appropriate, to remove or immobilize a vehicle under those circumstances.

Position

Oppose

AB 533 (Holden D) Income taxes: exclusion: turf removal water conservation program.

Current Text: Amended: 4/4/2019 [html](#) [pdf](#)

Introduced: 2/13/2019

Last Amend: 4/4/2019

Last Reviewed:

tpa: 7/24/2019 2:53 PM

Status: 5/16/2019-In committee: Hearing postponed by committee.

Location: 5/1/2019-A. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law, for taxable years beginning on or after January 1, 2014, and before January 1, 2019, excludes from gross income under both laws any amount received as a rebate, voucher, or other financial incentive issued by a local water agency or supplier for participation in a turf removal water conservation program. Current law limits the collection and use of taxpayer information and provides that any unauthorized use of this information is punishable as a misdemeanor. This bill would extend the operative date of the provisions excluding from gross income specified amounts received in a turf removal water conservation program to taxable years beginning before January 1, 2024.

Position

AB 563

(Quirk-Silva D) Mental health: funding.

Current Text: Amended: 4/22/2019 [html](#) [pdf](#)

Introduced: 2/13/2019

Last Amend: 4/22/2019

Status: 5/16/2019-In committee: Held under submission.

Location: 5/1/2019-A. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would appropriate \$16,000,000 from the General Fund to the State Department of Health Care Services to distribute to the North Orange County Public Safety Task Force for the development of a 2-year pilot program. The bill would require 1/2 of the moneys to be distributed on January 1, 2020, and 1/2 to be distributed on January 1, 2021, and would require the moneys to be used to provide a range of programs, services, and activities designed to assist individuals and families experiencing mental health crises. The bill would require the task force to submit a report to the Legislature by July 1, 2021, and again by July 1, 2022, documenting the findings and outcomes of the pilot program.

Position

AB 587

(Friedman D) Accessory dwelling units: sale or separate conveyance.

Current Text: Amended: 6/25/2019 [html](#) [pdf](#)

Introduced: 2/14/2019

Last Amend: 6/25/2019

Last Reviewed:

tpa: 7/23/2019 1:37 PM

Status: 6/25/2019-Read second time and amended. Ordered to third reading.

Location: 6/25/2019-S. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current property tax law establishes a welfare exemption under which property is exempt from taxation if the property is owned and operated by a nonprofit corporation that is organized and operated for the purpose of building and rehabilitating single-family or multifamily residences for sale, as provided, at cost to low-income families. This bill would authorize a local agency to allow, by ordinance, an accessory dwelling unit that was created pursuant to the process described above to be sold or conveyed separately from the primary residence to a qualified buyer if certain conditions are met.

Position

AB 600

(Chu D) Local government: organization: disadvantaged unincorporated communities.

Current Text: Amended: 4/29/2019 [html](#) [pdf](#)

Introduced: 2/14/2019

Last Amend: 4/29/2019

Status: 6/24/2019-Read second time. Ordered to third reading.

Location: 6/24/2019-S. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Under current law, an application to annex a contiguous disadvantaged community is not required if, among other things, a local agency formation commission finds that a majority of the

registered voters within the disadvantaged unincorporated community are opposed to the annexation, as specified. This bill would additionally provide that an application to annex a contiguous disadvantaged community is not required if the commission finds that a majority of the registered voters within the affected disadvantaged unincorporated community would prefer to address the service deficiencies through an extraterritorial service extension.

Position

AB 614 (Eggman D) Income taxes: credits: food banks.

Current Text: Amended: 6/13/2019 [html](#) [pdf](#)

Introduced: 2/14/2019

Last Amend: 6/13/2019

Status: 6/24/2019-In committee: Referred to APPR. suspense file.

Location: 6/24/2019-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Personal Income Tax Law and the Corporation Tax Law allow various credits against the taxes imposed by those laws, including, for taxable years beginning on or after January 1, 2017, and before January 1, 2022, a credit for qualified taxpayers, defined as the person responsible for planting a crop, managing the crop, and harvesting the crop from the land, in an amount equal to 15% of the qualified value of fresh fruits or vegetables donated to a food bank. This bill, under both laws, would expand the credit to apply to the donation of qualified donation items, defined as raw agricultural products or processed foods.

Position

AB 747 (Levine D) Planning and zoning: general plan: safety element.

Current Text: Amended: 4/1/2019 [html](#) [pdf](#)

Introduced: 2/19/2019

Last Amend: 4/1/2019

Status: 7/1/2019-From Consent Calendar. Ordered to third reading.

Location: 7/1/2019-S. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, upon the next revision of a local hazard mitigation plan on or after January 1, 2020, or beginning on or before January 1, 2021, if a local jurisdiction has not adopted a local hazard mitigation plan, require the safety element to be reviewed and updated as necessary to identify evacuation routes and their capacity, safety, and viability under a range of emergency scenarios. The bill would authorize a city or county that has adopted a local hazard mitigation plan, emergency operations plan, or other document that fulfills commensurate goals and objectives to use that information in the safety element to comply with this requirement by summarizing and incorporating by reference that other plan or document in the safety element.

Position

AB 782 (Berman D) California Environmental Quality Act: exemption: public agencies: land transfers.

Current Text: Amended: 5/28/2019 [html](#) [pdf](#)

Introduced: 2/19/2019

Last Amend: 5/28/2019

Last Reviewed:

tpa: 7/23/2019 1:37 PM

Status: 7/1/2019-Read third time. Passed. Ordered to the Assembly. (Ayes 39. Noes 0.). In Assembly. Concurrence In Senate amendments pending. May be considered on or after July 3 pursuant to Assembly Rule 77.

Location: 7/1/2019-A. CONCURRENCE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: CEQA requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would exempt from CEQA the acquisition, sale, or other transfer of interest in land by a public agency for certain purposes, or the granting or acceptance of funding by a public agency for those purposes.

Position

AB 791**(Gabriel D) Income taxes: credits: low-income housing: qualified opportunity zone.****Current Text:** Amended: 5/7/2019 [html](#) [pdf](#)**Introduced:** 2/20/2019**Last Amend:** 5/7/2019**Status:** 5/16/2019-Joint Rule 62(a), file notice suspended. In committee: Held under submission.**Location:** 5/15/2019-A. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
								Conc.			
1st House				2nd House							

Summary: The Personal Income Tax Law and the Corporation Tax Law allow various credits against the taxes imposed by those laws. This bill, for taxable years beginning on or after January 1, 2020, and before January 1, 2025, would allow a credit against those taxes to a taxpayer that is transferred, and allocated, credits pursuant to the sale of property located in a qualified opportunity zone to a qualified developer, as defined, that has received a credit reservation from the California Tax Credit Allocation Committee, in specified amounts.

Position**AB 792****(Ting D) Recycling: plastic containers: minimum recycled content and labeling.****Current Text:** Amended: 7/5/2019 [html](#) [pdf](#)**Introduced:** 2/20/2019**Last Amend:** 7/5/2019**Status:** 7/5/2019-Read second time and amended. Re-referred to Com. on APPR.**Location:** 7/5/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
								Conc.			
1st House				2nd House							

Summary: This bill, on and after January 1, 2021, would require the total number of plastic beverage containers filled with a beverage by a beverage manufacturer, as specified, to contain, on average, specified amounts of postconsumer recycled plastic content pursuant to a tiered plan that would require the total number of plastic beverage containers to contain, on average, no less than 75% postconsumer recycled plastic content on and after January 1, 2030. The bill would impose civil penalties, in specified amounts, on a beverage manufacturer for a violation of these requirements.

Position**AB 815****(Aguilar-Curry D) Integrated waste management plans: source reduction and recycling element and household hazardous waste element: dual stream recycling programs.****Current Text:** Amended: 6/27/2019 [html](#) [pdf](#)**Introduced:** 2/20/2019**Last Amend:** 6/27/2019**Status:** 7/9/2019-Read second time. Ordered to third reading.**Location:** 7/9/2019-S. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
								Conc.			
1st House				2nd House							

Summary: Current law requires a city, county, or regional agency to submit an annual report to the Department of Resources Recycling and Recovery summarizing its progress in reducing solid and household hazardous waste. Current law requires the department to review a jurisdiction's compliance with the diversion requirements every 2 or 4 years, as specified, and requires the department to issue an order of compliance if the department finds, after considering specified factors, the jurisdiction failed to make a good faith effort to implement its source reduction and recycling element or household hazardous waste element. This bill would require the department to consider whether the jurisdiction has implemented a dual stream recycling program, as defined, when considering if the jurisdiction has made a good faith effort to implement its source reduction and recycling element or household hazardous waste element.

Position**AB 827****(McCarty D) Solid waste: commercial and organic waste: recycling bins.****Current Text:** Amended: 6/6/2019 [html](#) [pdf](#)**Introduced:** 2/20/2019**Last Amend:** 6/6/2019**Status:** 6/25/2019-Read second time. Ordered to third reading.**Location:** 6/25/2019-S. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires a business that generates 4 cubic yards or more of commercial solid waste or 8 cubic yards or more of organic waste per week to arrange for recycling services, as specified. This bill would require a business subject to either of those requirements that provides customers access to the business to provide customers with a recycling bin for that waste stream that is visible, easily accessible, and clearly marked with educational signage, as specified. The bill would exempt full-service restaurants, as defined, from its requirements

Position

AB 849 (Bonta D) Elections: city and county redistricting.

Current Text: Amended: 7/3/2019 [html](#) [pdf](#)

Introduced: 2/20/2019

Last Amend: 7/3/2019

Status: 7/10/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 1.) (July 10). Re-referred to Com. on APPR.

Location: 7/10/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law establishes criteria and procedures pursuant to which cities and counties adjust or adopt council and supervisorial district area boundaries, as applicable, for the purpose of electing members of the governing body of each of those local jurisdictions. This bill would revise and recast these provisions. The bill would require the governing body of each local jurisdiction described above to adopt new district boundaries after each federal decennial census, except as specified.

Position

AB 881 (Bloom D) Accessory dwelling units.

Current Text: Amended: 7/8/2019 [html](#) [pdf](#)

Introduced: 2/20/2019

Last Amend: 7/8/2019

Status: 7/8/2019-Read second time and amended. Re-referred to Com. on APPR.

Location: 7/8/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. Current law requires the ordinance to designate areas where accessory dwelling units may be permitted and authorizes the designated areas to be based on criteria that includes, but is not limited to, the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. This bill would instead require a local agency to designate these areas based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. The bill would make other clarifying changes to the criteria an ordinance is required to meet.

Position

AB 891 (Burke D) Public property: safe parking program.

Current Text: Amended: 6/25/2019 [html](#) [pdf](#)

Introduced: 2/20/2019

Last Amend: 6/25/2019

Status: 7/8/2019-In committee: Referred to APPR. suspense file.

Location: 7/8/2019-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require a city or a county with a population greater than 330,000, in coordination with other entities, as specified, to establish a safe parking program that provides safe parking locations and options for individuals and families living in their vehicles. The bill would require a safe parking program to provide a bathroom facility and onsite security, among other requirements. The bill would exempt a city or a county that has a specified safe parking program administered by a nongovernmental entity operating in its jurisdiction from these requirements. The bill would require the safe parking programs be developed and implemented by June 1, 2022.

Position

AB 919 (Petrie-Norris D) Alcoholism and drug abuse recovery and treatment programs.

Current Text: Amended: 7/8/2019 [html](#) [pdf](#)

Introduced: 2/20/2019

Last Amend: 7/8/2019

Status: 7/8/2019-Read second time and amended. Re-referred to Com. on APPR.

Location: 7/8/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law prohibits specified persons, programs, or entities, such as an alcoholism or drug abuse treatment facility or a person employed by, or working for, an alcohol or other drug program, from giving or receiving anything of value for the referral of a person who is seeking alcoholism or drug abuse recovery and treatment services. Current law authorizes the State Department of Health Care Services to investigate allegations of violations of those provisions, and authorizes the department to assess various penalties upon a person, program, or entity that is found in violation of those provisions. This bill would require laboratories or certified outpatient treatment programs that lease, manage, or own housing that is offered to individuals using the laboratory or outpatient treatment services to maintain separate housing contracts stating that payment for the housing is the patient's responsibility and does not depend on insurance benefits.

Position

AB 920 (Petrie-Norris D) Substance use disorder services: advisory workgroup.

Current Text: Amended: 6/25/2019 [html](#) [pdf](#)

Introduced: 2/20/2019

Last Amend: 6/25/2019

Status: 7/5/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (July 3). Re-referred to Com. on APPR.

Location: 7/5/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the State Department of Health Care Services to conduct various activities to alleviate problems related to alcohol and other drug use, including providing funds to counties for the implementation of local programs, reviewing and certifying alcohol and other drug programs, and licensing and regulating adult alcoholism or drug abuse recovery or treatment facilities. This bill would require the department to convene a technical advisory workgroup comprised of relevant stakeholders to review and prepare recommendations regarding potential changes to current laws and regulations relevant to substance use disorder services.

Position

AB 1074 (Diep R) Accessory Dwelling Unit Construction Bond Act of 2020.

Current Text: Introduced: 2/21/2019 [html](#) [pdf](#)

Introduced: 2/21/2019

Status: 4/10/2019-In committee: Hearing postponed by committee.

Location: 3/7/2019-A. H. & C.D.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would enact the Accessory Dwelling Unit Construction Bond Act of 2020 (bond act), which, if adopted, would authorize the issuance of bonds in the amount of \$500,000,000 pursuant to the State General Obligation Bond Law to finance the Accessory Dwelling Unit Construction Program, established as part of the bond act. The bill would authorize the Department of Housing and Community Development to enter into a contract under that program with a homeowner to provide financing to pay for the eligible costs incurred by the homeowner in constructing an accessory dwelling unit on the homeowner's property, subject to specified terms and conditions.

Position

AB 1080 (Gonzalez D) California Circular Economy and Plastic Pollution Reduction Act.

Current Text: Amended: 7/11/2019 [html](#) [pdf](#)

Introduced: 2/21/2019

Last Amend: 7/11/2019

Status: 7/11/2019-From committee chair, with author's amendments: Amend, and re-refer to

committee. Read second time, amended, and re-referred to Com. on APPR.

Location: 7/5/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
								Conc.			
1st House				2nd House							

Summary: Would enact the California Circular Economy and Plastic Pollution Reduction Act, which would require the Department of Resources Recycling and Recovery, before January 1, 2024, to adopt regulations that require covered entities, as defined, to source reduce, to the maximum extent feasible, single-use packaging and priority single-use plastic products, as defined, and to ensure that by 2030 all single-use packaging and priority single-use plastic products in the California market are recyclable or compostable.

Position

AB 1084 (Mayes R) Redevelopment: housing successor: Low and Moderate Income Housing Asset Fund.

Current Text: Amended: 6/5/2019 [html](#) [pdf](#)

Introduced: 2/21/2019

Last Amend: 6/5/2019

Status: 7/11/2019-Read third time. Passed. Ordered to the Assembly. (Ayes 39. Noes 0.). In Assembly. Concurrence in Senate amendments pending. May be considered on or after August 9 pursuant to Assembly Rule 77.

Location: 7/11/2019-A. CONCURRENCE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
								Conc.			
1st House				2nd House							

Summary: Would expand the definition of "excess surplus" to also include, for an entity operating as a housing successor in the City of Indian Wells, the City of La Quinta, or the County of Yolo that owns and operates affordable housing that was transferred to the housing successor as a housing asset of the former redevelopment agency, an unencumbered amount in the housing successor's Low and Moderate Income Housing Asset Fund that exceeds the greater of \$1,000,000 or the aggregate amount deposited into the account during the housing successor's preceding 8 fiscal years, whichever is greater.

Position

AB 1100 (Kamlager-Dove D) Electric vehicles: parking requirements.

Current Text: Amended: 7/2/2019 [html](#) [pdf](#)

Introduced: 2/21/2019

Last Amend: 7/2/2019

Status: 7/10/2019-Read second time. Ordered to third reading.

Location: 7/10/2019-S. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
								Conc.			
1st House				2nd House							

Summary: Would require a parking space served by electric vehicle supply equipment, as defined, and a parking space designated as a future electric vehicle charging space, as defined, to be counted as at least one standard automobile parking space for the purpose of complying with any applicable minimum parking requirements established by a local jurisdiction. The bill would require an accessible parking space with an access aisle served by electric vehicle supply equipment and accessible parking space with an access aisle intended as a future electric vehicle charging space to be counted as at least 2 standard automobile parking spaces for the purpose of complying with any applicable minimum parking requirements established by a local jurisdiction.

Position

AB 1162 (Kalra D) Lodging establishments: personal care products: small plastic bottles.

Current Text: Amended: 7/11/2019 [html](#) [pdf](#)

Introduced: 2/21/2019

Last Amend: 7/11/2019

Last Reviewed:

tpa: 5/24/2019 10:35 AM

Status: 7/11/2019-Read second time and amended. Re-referred to Com. on APPR.

Location: 7/11/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
								Conc.			
1st House				2nd House							

Summary: The California Integrated Waste Management Act of 1989 prohibits certain stores from providing a single-use carryout bag to a customer at the point of sale and prohibits full-service

restaurants from providing single-use plastic straws to consumers unless requested by the consumer. This bill, commencing January 1, 2023, for lodging establishments with more than 50 rooms, and January 1, 2024, for lodging establishments with 50 rooms or less, would prohibit a lodging establishment, as defined, from providing a small plastic bottle containing a personal care product to a person staying in a sleeping room accommodation, in any space within the sleeping room accommodation, or within a bathroom shared by the public or guests.

Position

AB 1184 (Gloria D) Public records: writing transmitted by electronic mail: retention.

Current Text: Amended: 5/16/2019 [html](#) [pdf](#)

Introduced: 2/21/2019

Last Amend: 5/16/2019

Status: 7/10/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 1.) (July 9). Re-referred to Com. on APPR.

Location: 7/10/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, unless a longer retention period is required by statute or regulation, require a public agency for purposes of the California Public Records Act to retain and preserve for at least 2 years every writing containing information relating to the conduct of the public's business prepared, owned, or used by any public agency that is transmitted by electronic mail.

Position

Oppose

AB 1190 (Irwin D) Unmanned aircraft: state and local regulation: limitations.

Current Text: Amended: 5/1/2019 [html](#) [pdf](#)

Introduced: 2/21/2019

Last Amend: 5/1/2019

Status: 6/19/2019-Referred to Com. on RLS.

Location: 5/24/2019-S. RLS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, among other things, prohibit a state or local agency from adopting any law or regulation that bans the operation of an unmanned aircraft system. The bill would also authorize a local agency to adopt regulations to enforce FAA regulations regarding the operation of unmanned aircraft systems and would authorize local agencies to regulate the operation of unmanned aircraft and unmanned aircraft systems within their jurisdictions, as specified. The bill would also authorize a local agency to require an unmanned aircraft operator to provide proof of federal, state, or local registration to licensing or enforcement officials.

Position

AB 1197 (Santiago D) California Environmental Quality Act: exemption: City of Los Angeles: supportive housing and emergency shelters.

Current Text: Amended: 6/27/2019 [html](#) [pdf](#)

Introduced: 2/21/2019

Last Amend: 6/27/2019

Last Reviewed:

tpa: 5/24/2019 10:36 AM

Status: 6/27/2019-Read second time and amended. Re-referred to Com. on APPR.

Location: 6/27/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to prepare, or cause to be prepared, and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA also requires a lead agency to prepare a mitigated negative declaration for a project that may have a significant effect on the environment if revisions in the project would avoid or mitigate that effect and there is no substantial evidence that the project, as revised, would have a significant effect on the environment. This bill would, until January 1, 2025, exclude from the term "project" certain activities approved or carried out by the City of Los Angeles related to supportive housing and emergency shelters and would thereby exempt those projects from CEQA.

Position

AB 1215 (Ting D) Law enforcement: facial recognition and other biometric surveillance.

Current Text: Amended: 4/25/2019 [html](#) [pdf](#)

Introduced: 2/21/2019

Last Amend: 4/25/2019

Status: 6/12/2019-Read second time. Ordered to third reading.

Location: 6/12/2019-S. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would prohibit a law enforcement agency or law enforcement official from installing, activating, or using any biometric surveillance system in connection with an officer camera or data collected by an officer camera. The bill would authorize a person to bring an action for equitable or declaratory relief against a law enforcement agency or official who violates that prohibition.

Position

AB 1255 (Rivas, Robert D) Surplus public land: database.

Current Text: Amended: 4/11/2019 [html](#) [pdf](#)

Introduced: 2/21/2019

Last Amend: 4/11/2019

Status: 7/3/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 10. Noes 0.) (July 2). Re-referred to Com. on APPR.

Location: 7/2/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. That law requires the housing element to contain an inventory of land suitable for residential development, as defined, and requires that inventory to be used to identify sites that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need for all income levels. This bill would also require the housing element to contain an inventory of land owned by the city or county that is in excess of its foreseeable needs.

Position

AB 1400 (Kamlager-Dove D) Employment safety: firefighting equipment: mechanics.

Current Text: Amended: 7/2/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 7/2/2019

Last Reviewed:

tpa: 7/23/2019 1:38 PM

Status: 7/10/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 4. Noes 0.) (July 10). Re-referred to Com. on APPR.

Location: 7/10/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the Commission on Health and Safety and Workers' Compensation, in partnership with the County of Los Angeles and relevant labor organizations, on or before May 31, 2020, to submit a study to the Legislature and the Los Angeles County Board of Supervisors on the risk of exposure to carcinogenic materials and incidence of occupational cancer in mechanics who repair and clean firefighting vehicles in the County of Los Angeles.

Position

AB 1417 (Rubio, Blanca D) Cannabis advertisement and marketing.

Current Text: Amended: 7/11/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 7/11/2019

Status: 7/11/2019-Read second time and amended. Re-referred to Com. on APPR.

Location: 7/11/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: MAUCRSA requires all cannabis advertisements and marketing to accurately and legibly identify the licensee responsible for that content by adding, at a minimum, the licensee's license number. This bill would impose a civil penalty on any licensee that violates that requirement, not to exceed \$2,500 per day for each violation.

Position

AB 1437 (Chen R) Local government: redevelopment: revenues from property tax override rates.

Current Text: Amended: 6/24/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 6/24/2019

Status: 7/8/2019-In committee: Referred to APPR. suspense file.

Location: 7/8/2019-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require certain revenues attributable to a property tax rate approved by the voters of a city, county, city and county, or special district to make payments in support of a mobile intensive care program in the City of Brea called "Paramedics" to be allocated to, and when collected to be paid into, the fund of that taxing entity instead of the Redevelopment Property Tax Fund of each successor agency, unless the revenues are pledged as security for the payment of any indebtedness, as provided.

Position

AB 1482 (Chiu D) Tenancy: rent caps.

Current Text: Amended: 7/11/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 7/11/2019

Status: 7/11/2019-Read second time and amended. Re-referred to Com. on APPR.

Location: 7/11/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, with certain exceptions, prohibit an owner, as defined, of residential property from terminating the lease of a tenant that has occupied the property for at least 12 months without just cause, as defined. The bill would require, for certain just cause terminations that are curable, that the owner give a notice of violation and an opportunity to cure the violation prior to issuing the notice of termination. The bill would require, for no-fault just cause terminations, as specified, that the owner assist certain tenants to relocate, regardless of the tenant's income, by providing a direct payment of one month's rent to the tenant, as specified.

Position

AB 1483 (Grayson D) Housing data: collection and reporting.

Current Text: Amended: 6/24/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 6/24/2019

Status: 7/10/2019-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Appropriations] (PASS)

Location: 7/10/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Planning and Zoning Law requires the planning agency of a city or county to provide by April 1 of each year an annual report to, among other entities, the Department of Housing and Community Development (department) that includes, among other specified information, the number of net new units of housing that have been issued a completed entitlement, a building permit, or a certificate of occupancy, thus far in the housing element cycle, as provided. This bill would require a planning agency to include in that annual report specified additional information regarding housing development projects located within the jurisdiction, and other information as provided.

Position

AB 1484 (Grayson D) Mitigation Fee Act: housing developments.

Current Text: Amended: 4/10/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 4/10/2019

Status: 7/10/2019-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Appropriations] (PASS)

Location: 7/10/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered

Summary: The Mitigation Fee Act requires a local agency that establishes, increases, or imposes a fee as a condition of approval of a development project to, among other things, determine a reasonable relationship between the fee's use and the type of development project on which the fee is imposed. This bill would require each city, county, or city and county to post on its Internet website the type and amount of each fee imposed on a housing development project, as defined.

Position

AB 1485 (Wicks D) Housing development: streamlining.

Current Text: Amended: 7/3/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 7/3/2019

Status: 7/10/2019-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Appropriations] (PASS)

Location: 7/10/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered

Summary: The Planning and Zoning Law requires that a development be subject to a requirement mandating a minimum percentage of below market rate housing based on one of 3 specified conditions. Current law requires, among those conditions, a development to dedicate a minimum of 10% of the total number of units to housing affordable to households making below 80% of the area median income, if the project contains more than 10 units of housing and the locality did not timely submit its latest production report to the Department of Housing and Community Development, or that production report reflects that there were fewer units of above moderate-income housing issued building permits than were required for the regional housing needs assessment cycle for that reporting period. This bill would modify that condition to authorize a development to instead dedicate 20% of the total number of units to housing affordable to households making below 120% of the area median income with the average income of the units at or below 100% of the area median income, except as provided.

Position

AB 1486 (Ting D) Surplus land.

Current Text: Amended: 6/27/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 6/27/2019

Status: 7/3/2019-From committee: Do pass and re-refer to Com. on G.O. (Ayes 8. Noes 3.) (July 2). Re-referred to Com. on G.O. Withdrawn from committee. Re-referred to Com. on APPR.

Location: 7/3/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered

Summary: Current law prescribes requirements for the disposal of surplus land by a local agency. Current law defines "local agency" for these purposes as every city, county, city and county, and district, including school districts of any kind or class, empowered to acquire and hold real property. This bill would expand the definition of "local agency" to include sewer, water, utility, and local and regional park districts, joint powers authorities, successor agencies to former redevelopment agencies, housing authorities, and other political subdivisions of this state and any instrumentality thereof that is empowered to acquire and hold real property, thereby requiring these entities to comply with these requirements for the disposal of surplus land. The bill would specify that the term "district" includes all districts within the state, and that this change is declaratory of existing law.

Position

AB 1487 (Chiu D) San Francisco Bay area: housing development: financing.

Current Text: Amended: 7/11/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 7/11/2019

Status: 7/11/2019-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 4. Noes 1.) (July 10). Read second time and amended. Re-referred to Com. on APPR.

Location: 7/11/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law provides for the establishment of various special districts that may support and finance housing development, including affordable housing special beneficiary districts that are authorized to promote affordable housing development with certain property tax revenues that a city or county would otherwise be entitled to receive. This bill, the San Francisco Bay Area Regional Housing Finance Act, would establish the Bay Area Housing Finance Authority (hereafter the authority) and would state that the authority's purpose is to raise, administer, and allocate funding for affordable housing in the San Francisco Bay area, as defined, and provide technical assistance at a regional level for tenant protection, affordable housing preservation, and new affordable housing production.

Position

AB 1530 (Cooley D) Unauthorized cannabis activity reduction grants: local jurisdiction restrictions on cannabis delivery.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Status: 4/9/2019-In committee: Set, first hearing. Failed passage. Reconsideration granted.

Location: 3/21/2019-A. B.&P.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the Board of State and Community Corrections to create and administer a program of grants to be made on a competitive basis to cities, counties, and joint powers authorities to establish or expand an enforcement program against unauthorized cannabis activity, as defined, and provide consumer education about the difference between licensed or legal cannabis activity and unlicensed or illegal cannabis activity.

Position

Support

AB 1580 (Levine D) Major infrastructure construction projects: oversight committees.

Current Text: Amended: 7/1/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 7/1/2019

Status: 7/1/2019-Read second time and amended. Re-referred to Com. on APPR.

Location: 6/25/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires the Department of Transportation and the Bay Area Toll Authority to establish the Toll Bridge Program Oversight Committee, as provided, to review and provide program direction for seismic retrofit and replacement projects on toll bridges within the geographic jurisdiction of the committee. This bill, except as specified, would similarly require a state agency undertaking a publicly funded major infrastructure construction project that is estimated to cost \$1,000,000,000 or more to form an oversight committee, as provided, to develop and use risk management plans throughout the course of the project, and to take specified actions relating to managing risks. The bill would require the oversight committee to act as the authority for critical decisions regarding the implementation of the project's risk management plan and to have sufficient staff to support decisionmaking.

Position

AB 1583 (Eggman D) The California Recycling Market Development Act.

Current Text: Amended: 5/20/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 5/20/2019

Status: 7/10/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (July 10). Re-referred to Com. on APPR.

Location: 7/10/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: (1)Current law requires all rigid plastic bottles and rigid plastic containers sold in the state to be labeled with a code that indicates the resin used to produce the bottles or containers, with specified numbers and letters placed in relation to a triangle, designed as prescribed.This bill would delete the prescribed description of that triangle.

Position

AB 1603 (Wicks D) California Violence Intervention and Prevention Grant Program.

Current Text: Amended: 3/19/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 3/19/2019

Status: 6/25/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (June 25). Re-referred to Com. on APPR.

Location: 6/25/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The current Budget Act of 2018 establishes the California Violence Intervention and Prevention Grant Program, administered by the Board of State and Community Corrections, to award competitive grants for the purpose of violence intervention and prevention. This bill would codify the establishment of the California Violence Intervention and Prevention Grant Program and the authority and duties of the board in administering the program, including the selection criteria for grants and reporting requirements to the Legislature.

Position

AB 1659 (Bloom D) Local home financing agencies: City of Los Angeles: nonprofit public benefit corporation.

Current Text: Amended: 7/11/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 7/11/2019

Status: 7/11/2019-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 7. Noes 0.) (July 10). Read second time and amended. Re-referred to Com. on APPR.

Location: 7/11/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes a city or county to establish a home financing program subject to certain requirements. Current law grants a city or county specified powers and duties with regard to administering that program, including the power to acquire, contract, and enter into advance commitments to acquire home mortgages, as defined, made or owned by lending institutions at the purchase prices and upon other terms and conditions as determined by the city or county. Current law defines city or county for these purposes to include a city and county and any agency created by a joint powers agreement, as specified. This bill would expand the definition of city, for these purposes, to include a nonprofit public benefit corporation created at the direction of the City of Los Angeles for the purpose of financing, creating, or preserving affordable housing within the City of Los Angeles, subject to certain conditions, including that it is governed by a board of directors appointed by the mayor, with the advice and consent of the city council, that consists of officials designated by the city, private industry experts, and specified others with knowledge of, and expertise in, the areas of housing finance and development.

Position

AB 1701 (Cervantes D) California Infrastructure and Economic Development Bank: economic development facilities: redevelopment agencies.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Status: 3/18/2019-Referred to Coms. on J., E.D., & E. and L. GOV.

Location: 3/18/2019-A. J., E.D. & E.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the I-Bank to establish criteria, priorities, and guidelines for receiving and reviewing applications to enter into a development agreement with a redevelopment agency in which the redevelopment agency would agree to commit a portion of property tax increment to finance a project for economic development facilities in a low-income census tract, including an Opportunity Zone designated by the United States Treasury.

Position

AB 1718 (Levine D) State parks: state coastal beaches: smoking ban.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Status: 7/10/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 1.) (July 9). Re-referred to Com. on APPR.

Location: 7/9/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would make it an infraction for a person to smoke, as defined, on a state coastal beach or in a unit of the state park system or to dispose of used cigar or cigarette waste on a state coastal beach or in a unit of the state park system, with certain exceptions, as specifically provided. The bill would establish a state-mandated local program by creating a new crime.

Position

AB 1763 (Chiu D) Planning and zoning: density bonuses: affordable housing.

Current Text: Amended: 6/20/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 6/20/2019

Last Reviewed:

tpa: 5/24/2019 10:40 AM

Status: 7/10/2019-VOTE: Do pass as amended, but first amend, and re-refer to the Committee on [Appropriations] (PASS)

Location: 7/10/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require a density bonus to be provided to a developer who agrees to construct a housing development in which 100% of the total units, exclusive of managers' units, are for lower income households, as defined. However, the bill would provide that a housing development that qualifies for a density bonus under its provisions may include up to 20% of the total units for moderate-income households, as defined. The bill would also require that a housing development that meets these criteria receive 4 incentives or concessions under the Density Bonus Law.

Position

AB 1779 (Daly D) Recovery residences.

Current Text: Amended: 7/11/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 7/11/2019

Last Reviewed:

tpa: 7/23/2019 1:38 PM

Status: 7/11/2019-From committee: Amend, and do pass as amended and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (July 10). Read second time and amended. Re-referred to Com. on APPR.

Location: 7/10/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish, and require the State Department of Health Care Services to adopt and implement, minimum standards for counties receiving public funding for recovery residences, as defined. The bill would also require a state affiliate of the National Alliance for Recovery Residences (NARR) to deny an application for, or deny or revoke the recognition, registration, or certification of, and require a county behavioral health department to terminate a contract with, a recovery residence under certain circumstances, including if the recovery residence fails to meet the minimum standards.

Position

ACA 1 (Aguilar-Curry D) Local government financing: affordable housing and public infrastructure: voter approval.

Current Text: Amended: 3/18/2019 [html](#) [pdf](#)

Introduced: 12/3/2018

Last Amend: 3/18/2019

Last Reviewed:

tpa: 5/24/2019 10:41 AM

Status: 5/20/2019-Read second time. Ordered to third reading.

Location: 5/20/2019-A. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, or city and county, as applicable, and the proposition includes specified accountability requirements.

Position

ACA 13 (Obernolte R) Local sales taxes: online sales.

Current Text: Introduced: 3/26/2019 [html](#) [pdf](#)

Introduced: 3/26/2019

Status: 3/28/2019-Introduced measure version corrected.

Location: 3/26/2019-A. PRINT

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Would provide that, on and after January 1, 2021, for the purpose of distributing the revenues derived under a sales tax imposed pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law, the retail sale of tangible personal property by a qualified retailer, as defined, that is transacted online is instead consummated at the point of the delivery of that tangible personal property to the purchaser's address or to any other delivery address designated by the purchaser.

Position

SB 5 (Beall D) Affordable Housing and Community Development Investment Program.

Current Text: Amended: 6/17/2019 [html](#) [pdf](#)

Introduced: 12/3/2018

Last Amend: 6/17/2019

Status: 7/11/2019-From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (July 10).

Location: 7/10/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Would establish in state government the Affordable Housing and Community Development Investment Program, which would be administered by the Affordable Housing and Community Development Investment Committee. The bill would authorize a city, county, city and county, joint powers agency, enhanced infrastructure financing district, affordable housing authority, community revitalization and investment authority, transit village development district, or a combination of those entities, to apply to the Affordable Housing and Community Development Investment Committee to participate in the program and would authorize the committee to approve or deny plans for projects meeting specific criteria.

Position

Support

SB 6 (Beall D) Residential development: available land.

Current Text: Amended: 4/23/2019 [html](#) [pdf](#)

Introduced: 12/3/2018

Last Amend: 4/23/2019

Status: 7/3/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 0.) (July 3). Re-referred to Com. on APPR.

Location: 7/3/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered
1st House				2nd House				Conc.			

Summary: Would require the Department of Housing and Community Development to furnish the Department of General Services with a list of local lands suitable and available for residential development as identified by a local government as part of the housing element of its general plan. The bill would require the Department of General Services to create a database of that information and

Information regarding state lands determined or declared excess and to make this database available and searchable by the public by means of a link on its internet website.

Position

SB 8

(Glazer D) State parks: state coastal beaches: smoking ban.

Current Text: Introduced: 12/3/2018 [html](#) [pdf](#)

Introduced: 12/3/2018

Status: 6/26/2019-June 26 set for first hearing. Placed on APPR. suspense file.

Location: 6/26/2019-A. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House						

Summary: Would make it an infraction punishable by a fine of up to \$25 for a person to smoke, as defined, on a state coastal beach, as defined, or in a unit of the state park system, as defined, or to dispose of used cigar or cigarette waste on a state coastal beach or in a unit of the state park system unless the disposal is made in an appropriate waste receptacle. The bill would establish a state-mandated local program by creating a new crime.

Position

SB 13

(Wieckowski D) Accessory dwelling units.

Current Text: Amended: 7/1/2019 [html](#) [pdf](#)

Introduced: 12/3/2018

Last Amend: 7/1/2019

Status: 7/11/2019-From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (July 10).

Location: 7/10/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House						

Summary: Would authorize the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The bill would also revise the requirements for an accessory dwelling unit by providing that the accessory dwelling unit may be attached to, or located within, an attached garage, storage area, or other structure, and that it does not exceed a specified amount of total floor area.

Position

SB 33

(Skinner D) Solid waste: reduction and recycling.

Current Text: Introduced: 12/3/2018 [html](#) [pdf](#)

Introduced: 12/3/2018

Status: 1/16/2019-Referred to Com. on RLS.

Location: 12/3/2018-S. RLS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House						

Summary: The California Integrated Waste Management Act of 1989, administered by the Department of Resources Recycling and Recovery, generally regulates the disposal, management, and recycling of solid waste. This bill would state the intent of the Legislature to enact legislation that would address the collapse of foreign recycling markets by reducing solid waste generation, encouraging transition to compostable or recyclable materials, and fostering domestic recycling markets.

Position

SB 45

(Allen D) Wildfire, Drought, and Flood Protection Bond Act of 2020.

Current Text: Amended: 4/4/2019 [html](#) [pdf](#)

Introduced: 12/3/2018

Last Amend: 4/4/2019

Status: 5/1/2019-May 6 set for first hearing canceled at the request of author.

Location: 4/25/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
	1st House				2nd House						

Summary: Would enact the Wildfire, Drought, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$4,300,000,000 pursuant to the State General Obligation Bond Law to finance projects to restore fire damaged areas,

reduce wildfire risk, create healthy forest and watersheds, reduce climate impacts on urban areas and vulnerable populations, protect water supply and water quality, protect rivers, lakes, and streams, reduce flood risk, protect fish and wildlife from climate impacts, improve climate resilience of agricultural lands, and protect coastal lands and resources.

Position

SB 49

(Skinner D) Energy efficiency.

Current Text: Amended: 7/1/2019 [html](#) [pdf](#)

Introduced: 12/3/2018

Last Amend: 7/1/2019

Status: 7/10/2019-VOTE: Do pass as amended and be re-referred to the Committee on [Appropriations] (PASS)

Location: 7/10/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the State Energy Resources Conservation and Development Commission to prescribe, by regulation, energy efficiency standards, including appliance efficiency standards, to reduce the wasteful, uneconomic, inefficient, or unnecessary consumption of energy, including the energy associated with the use of water, as specified. This bill would require that those energy efficiency standards also reduce the emissions of greenhouse gases associated with wasteful, uneconomic, inefficient, or unnecessary energy consumption.

Position

SB 51

(Hertzberg D) Financial institutions: cannabis.

Current Text: Amended: 6/13/2019 [html](#) [pdf](#)

Introduced: 12/4/2018

Last Amend: 6/13/2019

Status: 7/9/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 18. Noes 0.) (July 9). Re-referred to Com. on APPR.

Location: 7/9/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would create the Cannabis Limited Charter Banking and Credit Union Law, to be administered by the Commissioner of Business Oversight and the Department of Business Oversight. The bill would create the Cannabis Limited Charter Bank and Credit Union Advisory Board and specify its composition, to include the Treasurer, the Controller, and the Chief of the Bureau of Cannabis Control, and commit to it the general responsibility for ensuring that this law functions in a safe and efficient way.

Position

SB 54

(Allen D) California Circular Economy and Plastic Pollution Reduction Act.

Current Text: Amended: 7/10/2019 [html](#) [pdf](#)

Introduced: 12/11/2018

Last Amend: 7/10/2019

Status: 7/10/2019-Read second time and amended. Re-referred to Com. on APPR.

Location: 7/10/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would enact the California Circular Economy and Plastic Pollution Reduction Act, which would require the Department of Resources Recycling and Recovery, before January 1, 2024, to adopt regulations that require covered entities, as defined, to source reduce, to the maximum extent feasible, single-use packaging and priority single-use plastic products, as defined, and to ensure that by 2030 all single-use packaging and priority single-use plastic products in the California market are recyclable or compostable.

Position

SB 128

(Beall D) Public contracts: Best Value Construction Contracting for Counties Pilot Program.

Current Text: Amended: 7/10/2019 [html](#) [pdf](#)

Introduced: 1/10/2019

Last Amend: 7/10/2019

Status: 7/10/2019-From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.

Location: 7/5/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
			1st House				2nd House				

Summary: Current law establishes a pilot program to allow the Counties of Alameda, Los Angeles, Riverside, San Bernardino, San Diego, San Mateo, Solano, and Yuba to select a bidder on the basis of best value, as defined, for construction projects in excess of \$1,000,000. Current law also authorizes these counties to use a best value construction contracting method to award individual annual contracts, not to exceed \$3,000,000, for repair, remodeling, or other repetitive work to be done according to unit prices, as specified. Current law establishes procedures and criteria for the selection of a best value contractor and requires that bidders verify specified information under oath. Current law repeals the pilot program provisions on January 1, 2020. This bill would authorize the County of Santa Clara and the County of Monterey to utilize this pilot program and would extend the operation of those provisions until January 1, 2025.

Position

SB 182 (Jackson D) Local government: planning and zoning: wildfires.

Current Text: Amended: 7/3/2019 [html](#) [pdf](#)

Introduced: 1/29/2019

Last Amend: 7/3/2019

Status: 7/11/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 6. Noes 1.) (July 10). Re-referred to Com. on APPR. (Received at desk July 10 pursuant to JR 61(a)(10)).

Location: 7/10/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
			1st House				2nd House				

Summary: Would require the safety element, upon the next revision of the housing element or the hazard mitigation plan, on or after January 1, 2020, whichever occurs first, to be reviewed and updated as necessary to include a comprehensive retrofit strategy to reduce the risk of property loss and damage during wildfires, as specified, and would require the planning agency to submit the adopted strategy to the Office of Planning and Research for inclusion into the clearinghouse described below.

Position

SB 212 (Allen D) Elections: local voting methods.

Current Text: Amended: 7/9/2019 [html](#) [pdf](#)

Introduced: 2/4/2019

Last Amend: 7/9/2019

Status: 7/9/2019-Read second time and amended. Re-referred to Com. on APPR.

Location: 7/9/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
			1st House				2nd House				

Summary: Under current law, a candidate for nonpartisan office who receives votes on the majority of all ballots cast at a primary election is elected to that office, and the office does not appear on the ballot in the ensuing general election. Current law prescribes which candidates appear on the ballot in the ensuing general election if no candidate has been elected pursuant to this provision, or if the number of candidates elected at the primary election is less than the total number to be elected to that office. Under current law, these provisions do not apply to elections to fill certain enumerated offices. This bill would apply these provisions, upon approval by a jurisdiction's voters, to the nomination of officers for general law cities, counties, school districts, community college districts, and county boards of education, except as specified.

Position

SB 215 (Morrell R) Local government: housing.

Current Text: Introduced: 2/6/2019 [html](#) [pdf](#)

Introduced: 2/6/2019

Status: 2/13/2019-Referred to Com. on RLS.

Location: 2/6/2019-S. RLS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
			1st House				2nd House				

Summary: Current law authorizes local governments to conduct a review or appeal regarding

allocation data provided by the Department of Housing and Community Development or the council of governments regarding the locality's share of the regional housing need or the submittal of data or information for a proposed allocation, as specified. This bill would make nonsubstantive changes to this provision.

Position

SB 230 (Caballero D) Law enforcement: use of deadly force: training: policies.

Current Text: Amended: 6/26/2019 [html](#) [pdf](#)

Introduced: 2/7/2019

Last Amend: 6/26/2019

Status: 7/3/2019-July 3 set for first hearing. Placed on APPR. suspense file.

Location: 7/3/2019-A. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would, by no later than January 1, 2021, require each law enforcement agency to maintain a policy that provides guidelines on the use of force, utilizing deescalation techniques and other alternatives to force when feasible, specific guidelines for the application of deadly force, and factors for evaluating and reviewing all use of force incidents, among other things. The bill would require each agency to make their use of force policy accessible to the public. By imposing additional duties on local agencies, this bill would create a state-mandated local program.

Position

SB 330 (Skinner D) Housing Crisis Act of 2019.

Current Text: Amended: 7/1/2019 [html](#) [pdf](#)

Introduced: 2/19/2019

Last Amend: 7/1/2019

Status: 7/11/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 7. Noes 1.) (July 10). Re-referred to Com. on APPR. (Received at desk July 10 pursuant to JR 61(a)(10)).

Location: 7/10/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The The Housing Accountability Act requires a local agency that proposes to disapprove a housing development project that complies with applicable, objective general plan and zoning standards and criteria that were in effect at the time the application was deemed to be complete, or to approve it on the condition that it be developed at a lower density, to base its decision upon written findings supported by substantial evidence on the record that specified conditions exist, and places the burden of proof on the local agency to that effect. The act requires a court to impose a fine on a local agency under certain circumstances and requires that the fine be at least \$10,000 per housing unit in the housing development project on the date the application was deemed complete. This bill would, until January 1, 2025, specify that an application is deemed complete for these purposes if a preliminary application was submitted, as specified.

Position

SB 407 (Monning D) Medicare supplement benefit coverage.

Current Text: Amended: 7/5/2019 [html](#) [pdf](#)

Introduced: 2/20/2019

Last Amend: 7/5/2019

Status: 7/11/2019-From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 12. Noes 0.) (July 9).

Location: 7/9/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law provides for an annual open enrollment period of a minimum of 30 days to purchase a Medicare supplement contract or policy, and requires a health plan or health insurer to notify an enrollee or policyholder of specified rights prior to the open enrollment period. This bill would exclude outpatient prescription drugs as a new or innovative benefit. The bill would require the Department of Managed Health Care and the Department of Insurance to collaborate with specified individuals and entities, including consumer group representatives, to develop and implement various policies and procedures related to the new requirements, such as standardizing the new or innovative benefits approved for sale

Position

SB 438**(Hertzberg D) Emergency medical services: dispatch.****Current Text:** Amended: 7/11/2019 [html](#) [pdf](#)**Introduced:** 2/21/2019**Last Amend:** 7/11/2019**Status:** 7/11/2019-Read second time and amended. Ordered to second reading.**Location:** 7/11/2019-A. SECOND READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered	
1st House				2nd House				Conc.				

Summary: Would prohibit a public agency from delegating, assigning, or contracting for "911" emergency call processing services for the dispatch of emergency response resources unless the delegation or assignment is to, or the contract or agreement is with, another public agency. The bill would exempt from that prohibition a public agency that is a joint powers authority that delegated, assigned, or contracted for "911" call processing services on or before January 1, 2019, under certain conditions.

Position**SB 504****(Monning D) State highways: Route 1: relinquishment.****Current Text:** Amended: 6/18/2019 [html](#) [pdf](#)**Introduced:** 2/21/2019**Last Amend:** 6/18/2019**Status:** 7/2/2019-From committee: Do pass and re-refer to Com. on APPR. with recommendation: To consent calendar. (Ayes 15. Noes 0.) (July 1). Re-referred to Com. on APPR.**Location:** 7/1/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered	
1st House				2nd House				Conc.				

Summary: Would authorize the California Transportation Commission to relinquish to the City of Pismo Beach the portion of Route 1 within its city limits if the department and the city enter into an agreement providing for that relinquishment, as specified.

Position**SB 518****(Wieckowski D) Civil actions: settlement offers.****Current Text:** Amended: 6/20/2019 [html](#) [pdf](#)**Introduced:** 2/21/2019**Last Amend:** 6/20/2019**Status:** 7/3/2019-July 3 set for first hearing. Placed on APPR. suspense file.**Location:** 7/3/2019-A. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered	
1st House				2nd House				Conc.				

Summary: Current law, in a civil action to be resolved by trial or arbitration, authorizes a party to serve an offer in writing on any other party to the action to allow judgment to be taken or an award to be entered in accordance with the terms and conditions stated at the time. Existing law shifts specified postoffer costs to a plaintiff who does not accept a defendant's offer if the plaintiff fails to obtain a more favorable judgment or award. Current law also authorizes a court or arbitrator to order a party who does not accept the opposing party's offer and fails to obtain a more favorable judgment or award to cover the postoffer costs for the services of expert witnesses, as specified. Current law exempts certain actions from those provisions, including any labor arbitration filed pursuant to a memorandum of understanding under the Ralph C. Dills Act. This bill would also exempt from those provisions any action to enforce the California Public Records Act.

Position**SB 531****(Glazer D) Local agencies: retailers.****Current Text:** Amended: 4/29/2019 [html](#) [pdf](#)**Introduced:** 2/21/2019**Last Amend:** 4/29/2019**Status:** 7/10/2019-Read second time. Ordered to third reading.**Location:** 7/10/2019-A. THIRD READING

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf.	Enrolled	Vetoed	Chaptered	
1st House				2nd House				Conc.				

Summary: Would prohibit, on or after January 1, 2020, a local agency from entering into any form of agreement that would result, directly or indirectly, in the payment, transfer, diversion, or rebate of Bradley-Burns local tax revenues to any retailer, as defined, in exchange for the retailer locating or continuing to maintain a place of business that serves as the place of sale, as defined, within the territorial jurisdiction of the local agency if that place of business would generate revenue, from the sale of tangible property delivered to and received by the purchaser in the territorial jurisdiction of another local agency, for the local agency under the Bradley-Burns Uniform Local Sales and Use Tax Law.

Position

SB 532 (Portantino D) Redevelopment: City of Glendale: bond proceeds: affordable housing.

Current Text: Amended: 6/24/2019 [html](#) [pdf](#)

Introduced: 2/21/2019

Last Amend: 6/24/2019

Status: 7/3/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (July 3). Re-referred to Com. on APPR.

Location: 7/3/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires remaining bond proceeds that cannot be spent pursuant to specified requirements of any successor agency that has been issued a finding of completion to be used at the earliest possible date to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation. This bill, notwithstanding the requirement that the remaining bond proceeds be used to defease the bonds or to purchase those same outstanding bonds on the open market for cancellation, would authorize the successor agency in the City of Glendale to use the remaining bond proceeds for the purposes of predevelopment, development, acquisition, rehabilitation, and preservation of affordable housing, as defined, so long as those proceeds are used in a manner consistent with any original bond covenant.

Position

SB 542 (Stern D) Workers' compensation.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Status: 7/10/2019-VOTE: Do pass as amended and be re-referred to the Committee on [Appropriations] (PASS)

Location: 7/10/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would provide that in the case of certain state and local firefighting personnel and peace officers, the term "injury" also includes a mental health condition or mental disability that results in a diagnosis of post-traumatic stress or mental health disorder that develops or manifests itself during a period in which the firefighting member or peace officer is in the service of the department or unit. These provisions would apply to claims for benefits filed or pending on or after January 1, 2017.

Position

SB 552 (Archuleta D) Hazardous waste: household hazardous waste: door-to-door collection programs: residential pickup services.

Current Text: Amended: 7/3/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 7/3/2019

Status: 7/3/2019-From committee with author's amendments. Read second time and amended. Re-referred to Com. on APPR.

Location: 6/4/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law requires a transporter that uses the specified manifesting procedure to submit quarterly reports to the Department of Toxic Substances Control and requires the department to make all of the information in the quarterly reports available to the public, as provided. Current law requires a public agency to retain a copy of the manifest in a specified manner. Current law makes these manifesting requirements inoperative on January 1, 2020. This bill would extend the operation of those provisions indefinitely.

Position

SB 592

(Wiener D) Housing Accountability Act.

Current Text: Amended: 7/3/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 7/3/2019

Status: 7/11/2019-From committee: Do pass as amended and re-refer to Com. on APPR. (Ayes 8. Noes 0.) (July 10).

Location: 7/10/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The Housing Accountability Act, among other things, prohibits a local agency from disapproving or conditioning approval in a manner that renders infeasible a housing development project that complies with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time the application for the project is deemed complete within the meaning of the Permit Streamlining Act, unless the local agency makes specified written findings based on a preponderance of the evidence in the record. This bill would prohibit a local agency from disapproving or conditioning a housing development project that is determined to be complete, as provided, and would make other related conforming changes.

Position

Watch

SB 625

(Hill D) Party buses: cannabis.

Current Text: Amended: 7/1/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 7/1/2019

Status: 7/9/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 11. Noes 4.) (July 8). Re-referred to Com. on APPR.

Location: 7/8/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would prohibit the smoking or vaping of cannabis products by a passenger in a bus, taxicab, or limousine, but would create a limited exemption for limousines, modified limousines, and charter buses only if there are no passengers under 21 years of age present and the driver is sealed off from the passenger compartment, as specified.

Position

SB 635

(Hueso D) Taxation: gross income exclusions: opportunity zones.

Current Text: Amended: 3/27/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 3/27/2019

Status: 5/16/2019-May 16 hearing: Held in committee and under submission.

Location: 5/13/2019-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would conform the Personal Income Tax Law and the Corporation Tax Law to provisions of the Internal Revenue Code that allow for specified tax treatment for income derived from activities within a qualified opportunity zone, including the deferral of recognition of a capital gain, and would provide that the provisions are limited to designated opportunity zones located in the state. This bill would take effect immediately as a tax levy.

Position

SB 657

(Monning D) Cannabis cultivation: county agricultural commissioners: reporting.

Current Text: Amended: 6/24/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 6/24/2019

Status: 7/3/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 0.) (July 3). Re-referred to Com. on APPR.

Location: 7/3/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would authorize a county agricultural commissioner to report to the secretary on the condition, acreage, production, and value of cannabis produced in the commissioner's county under a cultivation license issued pursuant to the Medicinal and Adult-Use Cannabis Regulation and Safety Act in a similar manner as required for agricultural products pursuant to the above-described provision. The bill would provide that this data may be organized by categories including, but not limited to, state cultivator license type and other specified categories. The bill would prohibit a county agricultural commissioner from seeking reimbursement from certain funding sources for expenses incurred pursuant to this authority.

Position

SB 667 (Hueso D) Greenhouse gases: recycling infrastructure and facilities.

Current Text: Amended: 7/1/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 7/1/2019

Status: 7/1/2019-Read second time and amended. Re-referred to Com. on APPR.

Location: 6/24/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would require the Department of Resources Recycling and Recovery to develop, on or before January 1, 2021, and would authorize the department to amend, a 5-year needs assessment to support innovation and technological and infrastructure development, in order to meet specified organic waste reduction and recycling targets, as provided. The bill would require, on or before June 1, 2021, the department, in coordination with the Treasurer and the California Pollution Control Financing Authority, to develop financial incentive mechanisms, including, among other mechanisms, loans and incentive payments, to fund and accelerate public and private capital towards organic waste diversion and recycling infrastructure.

Position

Support

SB 669 (Caballero D) Water quality: Safe Drinking Water Fund.

Current Text: Introduced: 2/22/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Status: 5/16/2019-May 16 hearing: Held in committee and under submission.

Location: 5/13/2019-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would establish the Safe Drinking Water Fund in the State Treasury and would provide that moneys in the fund are continuously appropriated to the State Water Resources Control Board. The bill would require the state board to administer the fund to assist community water systems in disadvantaged communities that are chronically noncompliant relative to the federal and state drinking water standards and do not have the financial capacity to pay for operation and maintenance costs to comply with those standards, as specified.

Position

SB 686 (Allen D) California Promise Neighborhoods Act of 2019.

Current Text: Amended: 5/17/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 5/17/2019

Status: 6/20/2019-Coauthors revised. From committee: Do pass and re-refer to Com. on APPR. (Ayes 5. Noes 0.) (June 19). Re-referred to Com. on APPR.

Location: 6/20/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would enact the California Promise Neighborhoods Act of 2019. The bill would establish the California Promise Neighborhood Grant Program, to be administered by the State Department of Education, to award grants, on a competitive basis, except as specified, to eligible entities to implement a comprehensive, integrated continuum of cradle-to-college-to-career solutions through a pipeline of coordinated services based on the best available evidence in neighborhoods with high concentrations of low-income families, schools identified for differentiated assistance or intensive intervention, and other indicators of at-risk youth or high need.

Position

SB 688

(Monning D) Failure to pay wages: penalties.

Current Text: Amended: 4/25/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 4/25/2019

Status: 7/9/2019-From committee: Do pass and re-refer to Com. on APPR. (Ayes 9. Noes 1.) (July 9). Re-referred to Com. on APPR.

Location: 7/9/2019-A. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law makes an employer or other person acting individually or as an officer, agent, or employee of another person who fails to pay or causes a failure to pay an employee a wage less than the minimum wage subject to citation by the Labor Commissioner, a civil penalty, restitution of wages, liquidated damages, and certain other applicable penalties. This bill would provide that if the Labor Commissioner determines that an employer has paid a wage set by contract in excess of minimum wage, the Labor Commissioner may issue a citation to the employer to recover restitution of the amounts owed.

Position

SB 718

(Moorlach R) Fairview Developmental Center.

Current Text: Amended: 5/9/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 5/9/2019

Status: 5/9/2019-From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.

Location: 2/22/2019-S. RLS.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Would state the intent of the Legislature to enact legislation that will decide the future of the state-owned property where the Fairview Developmental Center currently operates and would make various findings and declarations in this regard.

Position

SB 724

(Stern D) The California Beverage Container Recycling and Litter Reduction Act.

Current Text: Amended: 4/29/2019 [html](#) [pdf](#)

Introduced: 2/22/2019

Last Amend: 4/29/2019

Status: 5/16/2019-May 16 hearing: Held in committee and under submission.

Location: 5/13/2019-S. APPR. SUSPENSE FILE

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: Current law authorizes the Department of Resources Recycling and Recovery to grant a convenience zone an exemption from certain redemption requirements, including certain dealer and recycling center redemption requirements, based on certain factors. Current law limits the total number of exemptions that may be granted to 35% of the total number of convenience zones identified as having one or more of those factors applicable. This bill would increase the total number of exemptions that may be granted to 50% of the number identified as eligible. The bill would require the department to review exemptions every 5 years to determine if each exemption still meets the prescribed exemption criteria.

Position

SCA 1

(Allen D) Public housing projects.

Current Text: Introduced: 12/3/2018 [html](#) [pdf](#)

Introduced: 12/3/2018

Status: 7/12/2019-Set for hearing August 12.

Location: 7/2/2019-S. APPR.

Desk	Policy	Fiscal	Floor	Desk	Policy	Fiscal	Floor	Conf. Conc.	Enrolled	Vetoed	Chaptered
1st House				2nd House							

Summary: The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, as defined, in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the project by voting in favor at an election, as specified. This measure would repeal these provisions.

Position

Total Measures: 95

Total Tracking Forms: 95

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 27, 2019

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH JEDA WORKS, INC. (DBA "HOUSING PROGRAMS") FOR THE ADMINISTRATION OF THE CITY'S RESIDENTIAL REHABILITATION PROGRAM

REPORT IN BRIEF:

Requested is the authorization to allow the City Manager to enter into a Professional Services Agreement with JEDA Works, Inc. (DBA "Housing Programs") to provide administration services related to the Residential Rehabilitation Program funded through the Community Development Block Grant (CDBG) Program.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b); and
2. Approve Resolution No. 2019-39 authorizing the City Manager, or designee, to negotiate and execute a contract with "Housing Programs" for the administration of the City's Residential Rehabilitation Program.

BACKGROUND:

The City's housing stock includes many older homes that are in need of essential repairs and improvements, but whose lower-income homeowners cannot afford. To address this issue, the City Council approved the reinstatement of the Residential Rehabilitation Program ("Program") on February 27, 2018. The Program assists lower-income households by providing grants to make needed home repairs, such as addressing health and safety issues, modifications for disabilities, and correcting building code violations. Since its reinstatement in July 2018, the Program has provided five income-eligible households with home repairs.

ANALYSIS/JUSTIFICATION:

Administration of a home rehabilitation program is time intensive, as individual projects consist of several components including application review and eligibility verification, pre-construction work, environmental review, grant preparation and execution, fund disbursement, program compliance, and coordination with the owner and contractor. The average time committed to

each project is estimated at 60 hours, with the average project length (from application to completion) of approximately five months. Therefore, in an effort to leverage existing City staffing, available funding, and assist the program participants expeditiously, City staff recommends retaining the services of an experienced professional firm to administer the Program. Funding for the Residential Rehabilitation Program would be covered through the CDBG program funds.

Based on a thorough review of the proposal submitted by Housing Programs, staff recommends selecting Housing Programs to administer the City's Residential Rehabilitation Program. Housing Programs has offices in Carlsbad and Long Beach and has over 15 years of experience with southern California jurisdictions in designing and administering grant funded housing rehabilitation programs. The estimated cost for program administration is \$2,600 per project. Housing Program's costs for each eligible project are reimbursable under the CDBG Programs as "delivery soft costs."

FISCAL IMPACT:

The full amount of the contract would be paid from CDBG funds.

ENVIRONMENTAL IMPACT:

The activity is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b).

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 - Provide a High Quality of Life.

ATTACHMENTS:

Proposal for CDBG Housing Rehabilitation Administration from Housing Programs

Prepared by,



Rose Rivera
Senior Planner

Approved by,



Jarad Hildenbrand
City Manager



Housing Programs

A California Corporation Specializing in Grants Management and Implementation

26025 Newport Road, Ste A 505
Menifee, California 92584
T. (714) 523-9033
F. (714) 922-9224

July 29, 2019

City of Stanton
Jarad L. Hildenbrand, City Manager
7800 Katella Avenue
Stanton, CA 90680

RE: Proposal for CDBG Housing Rehabilitation Program Administration

Dear Mr. Hildenbrand:

JEDA Works, Inc. DBA Housing Programs is pleased to submit the attached fee schedule for consulting services to assist the City in the on-going administration of its Housing Rehabilitation Program. The City receives Community Development Block Grant Program funds through the County of Orange for the implementation of a housing rehabilitation grant program. The program is intended to assist low-income residents with repair to their homes with a focus on exterior health and safety and energy efficiency improvements. Housing Programs will review the City's current program procedures manual and application and make recommended changes to model the City's desired new program structure.

It should be noted that in the case where a single-family home was constructed before 1978, a lead-based paint inspection is required by HUD regulations. A separate fee schedule for lead-based paint related work has been included. The majority of the fees are paid to an outside company (Barr & Clark) that specializes in the inspection of and reports for lead-based paint.

Should you have any questions or require additional information please contact me at your convenience at (760) 421-1104.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Deborah Sottek', written in black ink.

Deborah Sottek
Principal,
Housing / Grants Management Consultant

Enclosure



**FEE SCHEDULE
CITY OF STANTON HOUSING REHABILITATION PROGRAM**

DESCRIPTION OF WORK	FEES PER LOAN
Application Processing <i>(Applicant Eligibility Determination/Environmental Documentation)</i>	\$350.00
Initial Property Inspection	\$350.00
Work Specifications, Transmittal to Owner for Review, Final Specifications for Bidding	\$400.00
<u>BID PROCESS</u> <ul style="list-style-type: none">• Distribution of Bids to Contractors• Receipt of Contractor Bids• Preparation of Summary of Bids Submitted• Preparation of Analysis of Submitted Bids for Cost Reasonableness• Selection of Contractor	\$500.00
<u>CONTRACTOR SELECTION</u> <ul style="list-style-type: none">• Preparation of Construction Contract• Verification of Selected Contractor State License, non-debarment, required insurance(s), and City business license• Construction contract execution meeting with Homeowner and Selected Contractor	\$450.00
<u>LOAN DOCUMENT PREPARATION</u> <ul style="list-style-type: none">• Grant Agreement• Other City required documents• Document execution meeting	\$250.00
<ul style="list-style-type: none">• On-site property progress/payment inspections• Processing Contractor payments/City check requests <i>(Up to two inspections)</i>	\$300.00
TOTAL PER PROJECT:	\$2,600.00



LEAD BASED PAINT (IF APPLICABLE)	
Lead Based Paint Inspection and Report (Barr & Clark)	\$375.00
Detailed Lead-Based Paint Work Write-Up (Specifications) (Barr & Clark)	\$275.00
Coordinate/obtain and review lead inspection/report and incorporate into WWU, as needed.	\$130.00
Coordinate obtain lead abatement bids	\$130.00
<ul style="list-style-type: none">• Coordinate/oversee lead abatement work• Preparation of Construction Contract• Verification of Selected Contractor State License, non-debarment, required insurance(s), and City business license• Construction contract execution meeting with Homeowner and Contractor	\$260.00
Lead Based Paint Clearance Inspection (Barr & Clark)	\$220.00 ¹
Lead Based Paint Clearance Re-Inspection (Barr & Clark)	\$220.00 ²

7/29/19

Date Submitted

Deborah Sottek

Submitted By (Print Name)

Housing Programs

The quoted consultant service cost is valid for 60 calendar days from the date of submission.

¹ Cost includes 3 samples at \$15.00 each.

² Cost includes 3 samples at \$15.00 each. This cost can be transferred to General Contractor.

Item Number: 9I

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 27, 2019

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING FINAL TRACT MAP NO. 19010.**

REPORT IN BRIEF:

The final tract map for the development of two hundred and eight (208) single family condominium units, private streets, and private park area for the property located at The Village Center Drive (12631-12811 Beach Blvd.) has been submitted for final certification and recordation.

RECOMMENDED ACTION:

That the City Council:

1. That the City Council declares this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Adopt Resolution No. 2019-38 (Attachment A) approving final Tract Map No. 19010; and
3. Find that the recordation of Tract Map No. 19010 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
5. Direct the City Clerk to endorse on the face of the map of Tract Map No. 19010, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording.

BACKGROUND:

On June 12, 2018 the Planning Commission of the City of Stanton adopted Precise Plan of Development (PPD-790), for development of 208 condominium units, with private and common open space amenities located at The Village Center site (12631-12811 Beach Blvd.).

ANALYSIS AND JUSTIFICATION:

Recording of final tract map is required per Section 66426 of the Subdivision Map Act. The City Engineer has reviewed the final Tract Map No. 19010 and all associated documentation, and is satisfied that the final tract map substantially complies with the Precise Plan of Development (PPD-790).

Orange County Public Facilities and Resources Department (PF&RD), has also reviewed and approved the said final Tract Map No. 19010, and has certified to the technical correctness and its compliance with the provisions of the Subdivision Map Act.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), this project has been determined to be categorically exempt under Section 15332, Class 32 (In-Fill Development).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

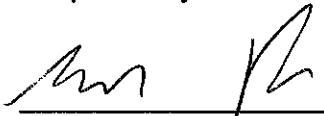
LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

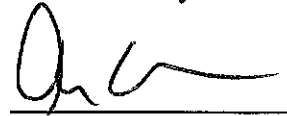
5 - Provide a high quality of life.

Prepared by:



Guillermo Perez
Associate Engineer

Reviewed by:



Allan Rigg, P.E.
Director of Public Works/ City Engineer

Approved by:



Garad Hildenbrand
City Manager

Attachments:

- A. Resolution No. 2019-38
- B. Final Tract Map No. 19010

RESOLUTION NO. 2019-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING FINAL TRACT MAP NO. 19010 FOR THE PROPERTY LOCATED AT 12631-12811 BEACH BOULEVARD.

WHEREAS, on June 12, 2018, Resolution No. 2018-25 of the Planning Commission of the City of Stanton was adopted which approved Precise Plan of Development (PPD-790) for the development of 208 condominium units located at The Village Center site 12631-12811 Beach Boulevard; and

WHEREAS, all necessary documentation associated with this subdivision have been reviewed by the City Engineer; and

WHEREAS, the final map is substantially in compliance with the previously approved Precise Plan of Development (PPD-790); and

WHEREAS, the City Council has made the finding that none of the conditions for mandatory denial exist relative to the proposed subdivision, in accordance with Section 66474, 66474.1 and 66474.2 of the Subdivision Map Act; and

WHEREAS, the City Council finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, or any specific plan adopted pursuant to Article 8 (commencing with Section) 65450) of Chapter 3 of Division 1 of the Government Code; and

WHEREAS, the City Council finds that final Tract Map No. 19010 satisfies the provisions of the Subdivision Map Act, Stanton Municipal Code and the Conditions of Approval,

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Stanton, California, hereby approves final Tract Map No. 19010.

ADOPTED, SIGNED AND APPROVED this 27th day of August 2019.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

MAL RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-38 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 27, 2019, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK

SHEET 1 OF 8 SHEETS
A PORTION OF VESTING TENTATIVE
TRACT NO. 19103
15 NUMBERED LOTS & 20 LETTERED
LOTS (A-T)
AREA= 7.598 ACRES (GROSS)
DATE OF SURVEY: APRIL, 2018

TRACT NO. 19010

IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 1 OF LOT LINE ADJUSTMENT NO. 82-01, RECORDED AUGUST 20, 1982 AS
INSTRUMENT NO. 82-293228 OF OFFICIAL RECORDS, AND PARCEL 2 OF LOT LINE ADJUSTMENT NO. 2017-05,
RECORDED JUNE 29, 2016, AS INSTRUMENT NO. 2018000228009 OF OFFICIAL RECORDS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY
FOR CONDOMINIUM PURPOSES

CHARLES J. MOORE, L.S. 9108

APRIL, 2018

ACCEPTED AND FILED AT THE
REQUEST OF

FIRST AMERICAN TITLE COMPANY

DATE _____

TIME _____ FEE \$ _____

INSTRUMENT NO. _____

BOOK _____ PAGE _____

HUGH NGUYEN
COUNTY CLERK - RECORDER

BY _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE
LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND
RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF STANTON:

1. A 10' WIDE EASEMENT FOR STORM DRAIN PURPOSES, AS SHOWN ON SAID MAP.
2. AN EASEMENT FOR EMERGENCY VEHICLE AND PUBLIC SERVICE VEHICLE INGRESS
AND EGRESS PURPOSES, AS SHOWN ON SAID MAP.

BROOKFIELD VILLAGE WAY LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____ BY: _____

NAME: _____ NAME: _____

TITLE: _____ TITLE: _____

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY
OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT
THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, BEFORE ME, _____, NOTARY PUBLIC,
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES),
AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTRY 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:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY.

MY COMMISSION EXPIRES _____
(NAME PRINTED)

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY
OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT
THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
COUNTY OF _____) SS

ON _____, BEFORE ME, _____, NOTARY PUBLIC,
PERSONALLY APPEARED _____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES),
AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTRY 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:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY.

MY COMMISSION EXPIRES _____
(NAME PRINTED)

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 80436 (c)(3)(A) OF THE SUBDIVISION MAP ACT,
THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR ELECTRICAL AND
COMMUNICATION SUPPLY SYSTEMS, RECORDED JULY 31, 1989 IN BOOK 13894, PAGE 1553 O.R.

SOUTHERN CALIFORNIA WATER COMPANY, SUCCEDED BY GOLDEN STATE WATER COMPANY,
HOLDER OF AN EASEMENT FOR WATER PIPELINES AND APPURTENANCES, RECORDED FEBRUARY
17, 1991 IN BOOK 13950, PAGE 1115 O.R.

SHAPELL INDUSTRIES, INC. AND SHAPELL COMMERCIAL AND INDUSTRIAL CORP., HOLDER OF
RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS, RECORDED JUNE 16, 1985 AS
INST. NO. 85-222203 O.R.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR ELECTRICAL AND
COMMUNICATION SUPPLY SYSTEMS, RECORDED JUNE 21, 1985 AS INST. NO. 85-227880 O.R.

SOUTHERN CALIFORNIA WATER COMPANY, SUCCEDED BY GOLDEN STATE WATER COMPANY,
HOLDER OF AN EASEMENT FOR WATER PIPELINES AND APPURTENANCES, RECORDED JULY 16,
1989 AS INST. NO. 89-280809 O.R.

GENERAL TELEPHONE COMPANY OF CALIFORNIA, SUCCEDED BY FRONTIER COMMUNICATIONS,
HOLDER OF AN EASEMENT FOR UNDERGROUND CONDUITS AND APPURTENANCES, RECORDED
JULY 23, 1985 AS INST. NO. 85-270825 O.R.

FRONTIER VILLAGE CENTER, LLC, HOLDER OF AN EASEMENT FOR WATER PIPELINES AND
APPURTENANCES, RECORDED JULY 19, 2016, AS INST. NO. 201800028054 O.R.

SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR ELECTRICAL AND
COMMUNICATION SUPPLY SYSTEMS, RECORDED JANUARY 16, 2019 AS INST. NO. 2019000014981
O.R.

GOLDEN STATE WATER COMPANY, HOLDER OF AN EASEMENT FOR WATER PIPELINES AND
APPURTENANCES, RECORDED MAY 1, 2019, AS INST. NO. 2019000143721 O.R.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF BROOKFIELD VILLAGE WAY LLC IN APRIL, 2018. I
HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE
POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS
AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO
ENABLE THE SURVEY TO BE RE-TrACED. I HEREBY STATE THAT THIS FINAL MAP
SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

CHARLES J. MOORE, L.S. 9108 DATE _____
EXPIRATION DATE: 9/30/20



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE
SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, AS FILED WITH AMENDED
AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE
SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 20____.

HAROLD ALLAN RIGD
CITY ENGINEER OF STANTON
R.O.C. NO. 48832
EXPIRATION DATE: 9/30/20

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING
PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED
SAID MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 20____.

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 6617

BY: JULY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 6402

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF STANTON)

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL
OF THE CITY OF STANTON AT A REGULAR MEETING THEREOF HELD ON THE
DAY OF _____, 20____, AND THAT THEREUPON SAID COUNCIL
DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP,
AND DID ACCEPT ON BEHALF OF THE CITY OF STANTON:

1. A 10' WIDE EASEMENT FOR STORM DRAIN PURPOSES AS DEDICATED.
2. AN EASEMENT FOR EMERGENCY VEHICLE AND PUBLIC SERVICE VEHICLE INGRESS
AND EGRESS PURPOSES AS DEDICATED.

WE ALSO HEREBY ABANDON, PURSUANT TO SECTION 86434(g) OF THE SUBDIVISION MAP
ACT, THE PUBLIC EASEMENT WITHIN DOCUMENT RECORDED MARCH 18, 1985 AS
INSTRUMENT NO. 85-082491 OF OFFICIAL RECORDS, RECORDS OF THE COUNTY OF ORANGE,
CALIFORNIA, NOT SHOWN ON THIS MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION
86436 (c)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, 20____.

PATRICIA A. VAZQUEZ
CITY CLERK OF THE CITY OF STANTON

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE THERE ARE NO
LEGIS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID
STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS
TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET
PAYABLE.

AND DO ALSO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF
THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE
THE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND
COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 20____.

SHAH I. FREDENRICH
COUNTY TREASURER-TAX COLLECTOR BY: _____
TREASURER-TAX COLLECTOR

SHEET 2 OF 8 SHEETS
 A PORTION OF VESTING TENTATIVE
 TRACT MAP 19010
 15 NUMBERED LOTS & 20 LETTERED
 LOTS (A-1)
 AREA= 7.589 ACRES (GROSS)
 DATE OF SURVEY: APRIL, 2018
 SCALE: 1"=80'

TRACT NO. 19010

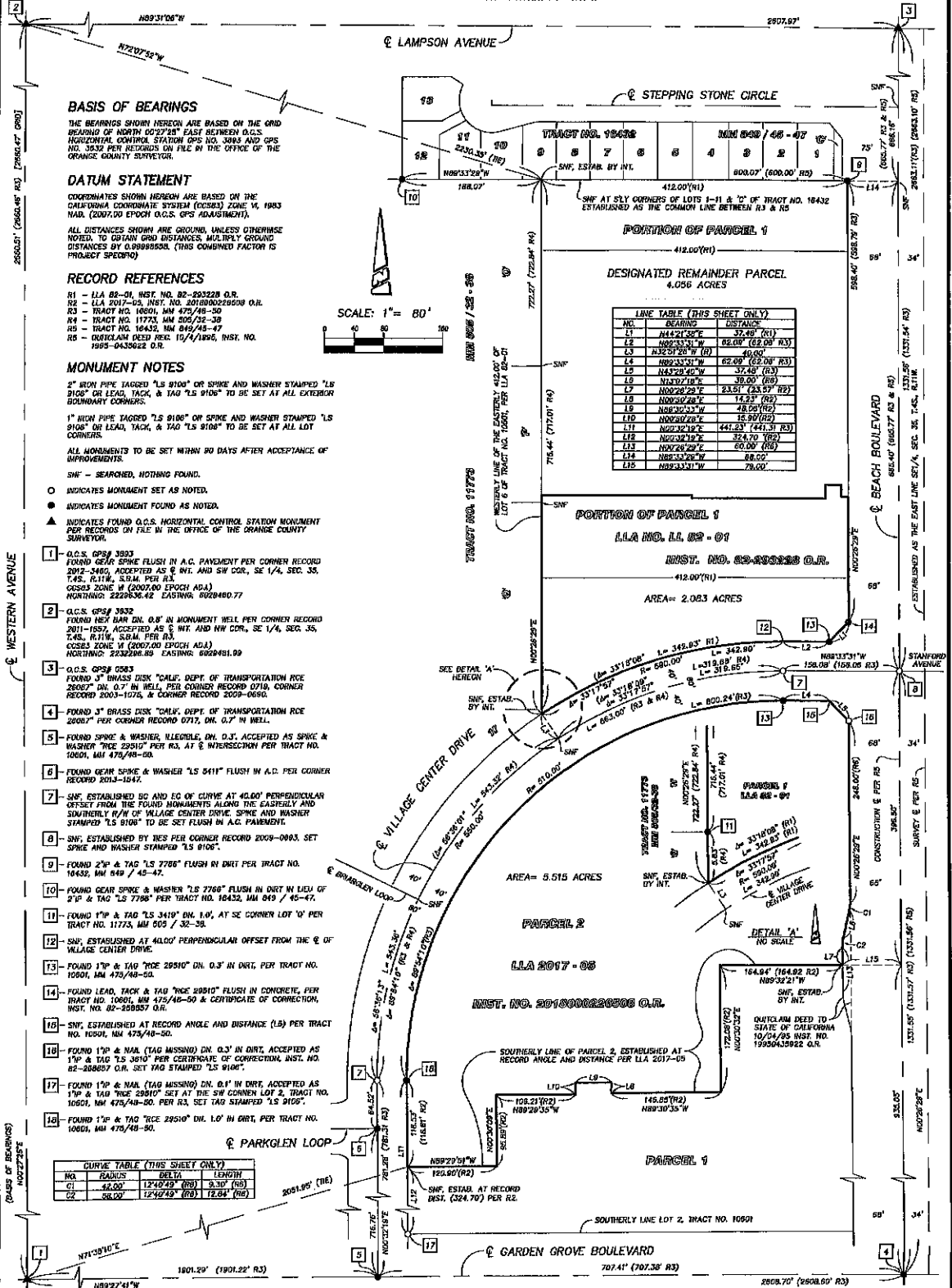
IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA
 FOR CONDOMINIUM PURPOSES

CHARLES J. MOORE, L.S. 9108

APRIL, 2018

SEE SHEET 3 FOR INDEX &
 EASEMENT NOTES
 SEE SHEET 8 FOR EXISTING
 EASEMENTS 1 & 2

BOUNDARY ESTABLISHMENT MAP



BASIS OF BEARINGS
 THE BEARINGS SHOWN HEREON ARE BASED ON THE GRID
 BEARING OF NORTH 00°27'28" EAST BETWEEN D.G.S.
 HORIZONTAL CONTROL STATION QPS NO. 3093 AND QPS
 NO. 3032 PER RECORDS ON FILE IN THE OFFICE OF THE
 ORANGE COUNTY SURVEYOR.

DATUM STATEMENT
 COORDINATES SHOWN HEREON ARE BASED ON THE
 CALIFORNIA COORDINATE SYSTEM (CCS83) ZONE 10,
 NAD, (2007.00 EPOCH O.C.S. GPS ADJUSTMENT).
 ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE
 NOTED. TO OBTAIN GRID DISTANCES, MULTIPLY GROUND
 DISTANCES BY 0.999998. (THIS CORRECTION FACTOR IS
 PROJECT SPECIFIC)

RECORD REFERENCES
 R1 - LLA 08-01, INST. NO. 02-203228 O.R.
 R2 - LLA 2017-05, INST. NO. 201800028600 O.R.
 R3 - TRACT NO. 10501, MM 475/48-50
 R4 - TRACT NO. 11773, MM 505/32-38
 R5 - TRACT NO. 16432, MM 809/43-47
 R6 - OFFICE SURV. DES. 10/4/1995, INST. NO.
 1995-0435022 O.R.

MONUMENT NOTES
 2" IRON PIPE IACED "LS 9108" OR SPIKE AND WASHER STAMPED "LS
 9108" OR LEAD, TACK, & TAG "LS 9108" TO BE SET AT ALL EXTERIOR
 BOUNDARY CORNERS.
 1" IRON PIPE IACED "LS 9108" OR SPIKE AND WASHER STAMPED "LS
 9108" OR LEAD, TACK, & TAG "LS 9108" TO BE SET AT ALL LOT
 CORNERS.
 ALL MONUMENTS TO BE SET WITHIN 90 DAYS AFTER ACCEPTANCE OF
 IMPROVEMENTS.
 SNF - SEARCHED, NOTHING FOUND.
 ○ INDICATES MONUMENT SET AS NOTED.
 ● INDICATES MONUMENT FOUND AS NOTED.
 ▲ INDICATES FOUND O.C.S. HORIZONTAL CONTROL STATION MONUMENT
 PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY
 SURVEYOR.

- 1 - O.C.S. QPS# 3893
 FOUND 62.0" SPIKE FLUSH IN A.C. PAVEMENT PER CORNER RECORD
 2012-3460, ACCEPTED AS E. INT. AND SW COR., SE 1/4, SEC. 35,
 T.4S, R.11E, S.B.M. PER R3
 COSES ZONE 10 (2007.00 EPOCH ADJ.)
 NORTHING: 2229536.42 EASTING: 6029481.99
- 2 - O.C.S. QPS# 3832
 FOUND 1/2" IRON SPIKE FLUSH IN MONUMENT WELL PER CORNER RECORD
 2011-1850, ACCEPTED AS E. INT. AND NW COR., SE 1/4, SEC. 35,
 T.4S, R.11E, S.B.M. PER R3
 COSES ZONE 10 (2007.00 EPOCH ADJ.)
 NORTHING: 2229536.42 EASTING: 6029481.99
- 3 - O.C.S. QPS# 0583
 FOUND 1" BRASS DISK "CALIF. DEPT. OF TRANSPORTATION RCE
 2808" DN. 0.7" IN WELL PER CORNER RECORD 0710, CORNER
 RECORD 2003-1075, & CORNER RECORD 2009-0690.
- 4 - FOUND 3" BRASS DISK "CALIF. DEPT. OF TRANSPORTATION RCE
 2808" PER CORNER RECORD 0717, DN. 0.7" IN WELL.
- 5 - FOUND SPIKE & WASHER, ILLINOIS, DN. O.J., ACCEPTED AS SPIKE &
 WASHER "RCE 2808" PER R3, AT E INTERSECTION PER TRACT NO.
 10501, MM 475/48-50.
- 6 - FOUND GEAR SPIKE & WASHER "LS 5411" FLUSH IN A.D. PER CORNER
 RECORD 2013-1847.
- 7 - SNF. ESTABLISHED BC AND EC OF CURVE AT 45.00' PERPENDICULAR
 OFFSET FROM THE FOUND MONUMENTS ALONG THE EASTERLY AND
 SOUTHERLY R/W OF VILLAGE CENTER DRIVE. SPIKE AND WASHER
 STAMPED "LS 9108" TO BE SET FLUSH IN A.C. PAVEMENT.
- 8 - SNF. ESTABLISHED BY TIES PER CORNER RECORD 2009-0883. SET
 SPIKE AND WASHER STAMPED "LS 9108".
- 9 - FOUND 2" & TAG "LS 3788" FLUSH IN DIRT PER TRACT NO.
 16432, MM 849 / 45-47.
- 10 - FOUND GEAR SPIKE & WASHER "LS 2768" FLUSH IN DIRT IN LIEU OF
 2" & TAG "LS 3788" PER TRACT NO. 16432, MM 849 / 45-47.
- 11 - FOUND 1" & TAG "LS 3410" DN. 1.0', AT SE CORNER LOT 'Q' PER
 TRACT NO. 11773, MM 505 / 32-38.
- 12 - SNF. ESTABLISHED AT 40.00' PERPENDICULAR OFFSET FROM THE E OF
 VILLAGE CENTER DRIVE.
- 13 - FOUND 1" & TAG "RCE 2808" DN. 0.3" IN DIRT, PER TRACT NO.
 10501, MM 475/48-50.
- 14 - FOUND LEAD, TACK & TAG "RCE 2808" FLUSH IN CONCRETE, PER
 TRACT NO. 10501, MM 475/48-50 & CERTIFICATE OF CORRECTION,
 INST. NO. 02-203557 O.R.
- 15 - SNF. ESTABLISHED AT RECORD ANGLE AND DISTANCE (LB) PER TRACT
 NO. 10501, MM 475/48-50.
- 16 - FOUND 1" & NAIL (TAG MISSING) DN. 0.3" IN DIRT, ACCEPTED AS
 "1" & TAG "LS 3610" PER CERTIFICATE OF CORRECTION, INST. NO.
 02-203557 O.R. SET TAG STAMPED "LS 9108".
- 17 - FOUND 1" & NAIL (TAG MISSING) DN. 0.1" IN DIRT, ACCEPTED AS
 "1" & TAG "RCE 2808" SET AT THE SW CORNER LOT 2, TRACT NO.
 10501, MM 475/48-50. PER R3, SET TAG STAMPED "LS 9108".
- 18 - FOUND 1" & TAG "RCE 2808" DN. 1.0' IN DIRT, PER TRACT NO.
 10501, MM 475/48-50.

CURVE TABLE (THIS SHEET ONLY)

NO.	RADIUS	DELTA	LENGTH
01	42.00'	124°49' (R)	9.30' (R)
02	58.00'	124°49' (R)	12.84' (R)

LINE TABLE (THIS SHEET ONLY)

NO.	BEARING	DISTANCE
L1	N44°15'00"E	37.49' (R)
L2	N02°33'31"W	82.00' (E2.00' R3)
L3	N32°32'28"W	40.00'
L4	N02°33'31"W	62.00' (E2.00' R3)
L5	N45°28'40"W	37.48' (R)
L6	N43°02'16"E	30.00' (R)
L7	N02°29'21"E	23.01' (E3.51' R3)
L8	N06°50'26"E	14.23' (R)
L9	N06°30'33"W	48.99' (R)
L10	N02°30'20"E	15.90' (R)
L11	N02°30'20"E	441.23' (441.31' R3)
L12	N02°32'19"E	324.70' (R)
L13	N02°29'22"E	60.00' (R)
L14	N02°33'31"W	78.00'
L15	N02°33'31"W	79.00'

SHEET 3 OF 8 SHEETS

A PORTION OF VESTING TENTATIVE TRACT NO. 10153 IS NUMBERED LOTS & 20 LETTERED LOTS (A-7) AREA= 7,599 ACRES (GROSS) DATE OF SURVEY: APRIL, 2018 SCALE: 1"=80'

TRACT NO. 19010

IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA FOR CONDOMINIUM PURPOSES

CHARLES J. MOORE, L.S. 9106

APRIL, 2018

SEE SHEET 2 FOR BASIS OF BEARINGS, BOUNDARY ESTABLISHMENT, AND MONUMENT NOTES. SEE SHEET 8 FOR EXISTING EASEMENTS 1 & 2.

NOTES

1. THIS TRACT CONTAINS 7,599 ACRES (GROSS)
2. LOTS 'K' THROUGH 'O', INCLUSIVE, ARE NOT SEPARATE BUILDING SITES AND ARE FOR PRIVATE STREET PURPOSES.
3. LOTS 'Y', 'Z', 'N', 'S', AND 'T' ARE NOT SEPARATE BUILDING SITES AND ARE FOR FUTURE HOME OWNERS ASSOCIATION LANDSCAPE MAINTENANCE PURPOSES.

INDEX MAP

EASEMENTS DEDICATED HEREON

- (A) - A 10' WIDE EASEMENT DEDICATED HEREON TO THE CITY OF STANTON FOR STORM DRAIN PURPOSES.
- (B) - EASEMENT DEDICATED HEREON TO THE CITY OF STANTON FOR EMERGENCY VEHICLE AND PUBLIC SERVICE VEHICLE INGRESS AND EGRESS PURPOSES.
- (C) - EASEMENT FOR WATER PURPOSES RESERVED HEREON TO BE DEDICATED BY SEPARATE INSTRUMENT TO GOLDEN STATE WATER COMPANY.

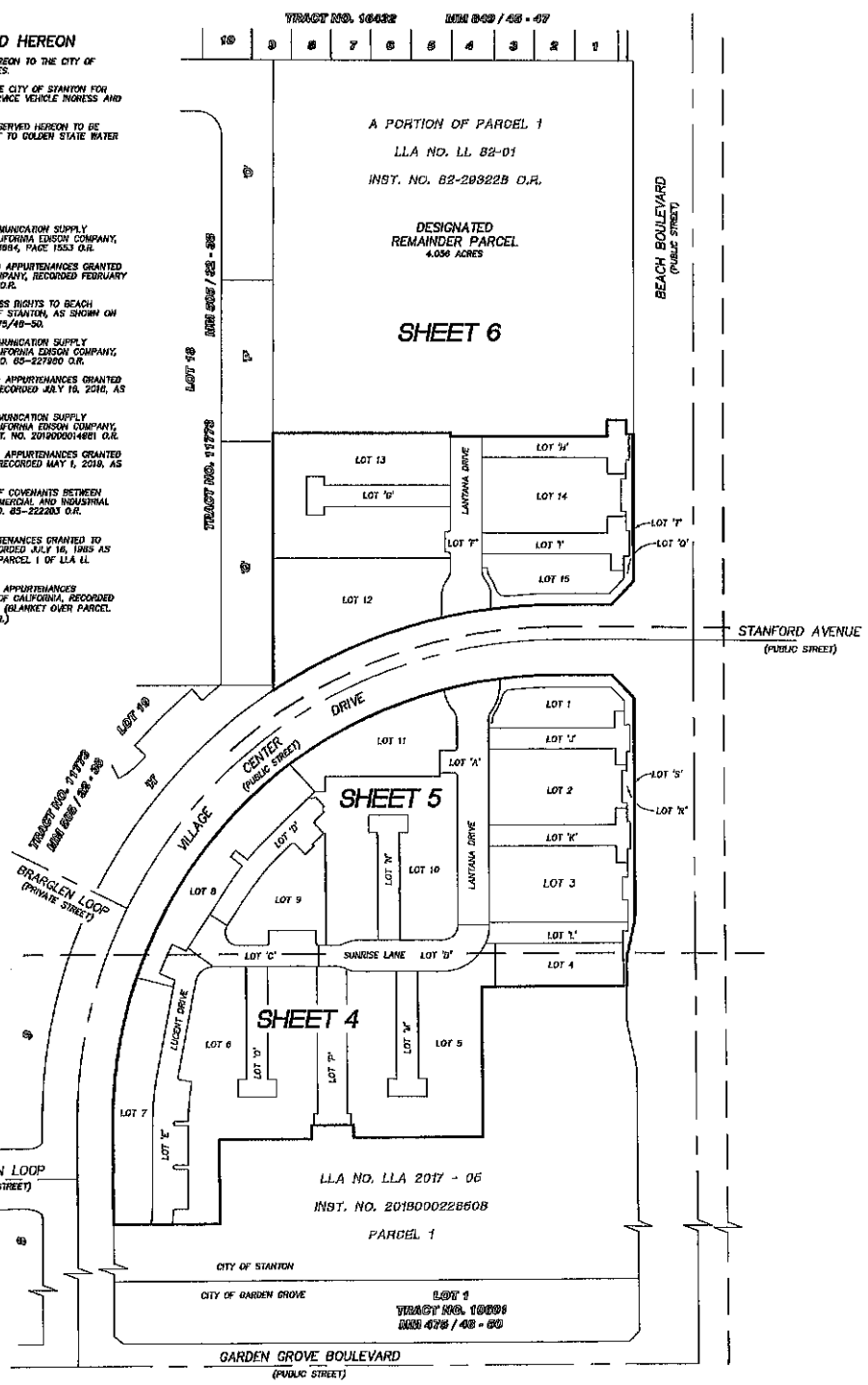
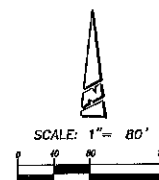
EXISTING EASEMENTS

- (1) - EASEMENT FOR ELECTRICAL AND COMMUNICATION SUPPLY SYSTEMS GRANTED TO SOUTHERN CALIFORNIA Edison COMPANY, RECORDED JULY 31, 1980 IN BOOK 13984, PAGE 1553 O.R.
- (2) - EASEMENT FOR WATER PIPELINES AND APPURTENANCES GRANTED TO SOUTHERN CALIFORNIA WATER COMPANY, RECORDED FEBRUARY 17, 1981 IN BOOK 13950, PAGE 1115 O.R.
- (3) - RELINQUISHMENT OF VEHICULAR ACCESS RIGHTS TO BEACH BOULEVARD GRANTED TO THE CITY OF STANTON, AS SHOWN ON THE MAP OF TRACT NO. 10001 NM 475/48-50.
- (4) - EASEMENT FOR ELECTRICAL AND COMMUNICATION SUPPLY SYSTEMS GRANTED TO SOUTHERN CALIFORNIA Edison COMPANY, RECORDED JUNE 21, 1985 AS INST. NO. 85-227900 O.R.
- (5) - EASEMENT FOR WATER PIPELINES AND APPURTENANCES GRANTED TO FROWNER VILLAGE CENTER, LLC, RECORDED JULY 18, 2016, AS INST. NO. 2016000289084 O.R.
- (6) - EASEMENT FOR ELECTRICAL AND COMMUNICATION SUPPLY SYSTEMS GRANTED TO SOUTHERN CALIFORNIA Edison COMPANY, RECORDED JANUARY 16, 2019 AS INST. NO. 2019000014881 O.R.
- (7) - EASEMENT FOR WATER PIPELINES AND APPURTENANCES GRANTED TO GOLDEN STATE WATER COMPANY, RECORDED MAY 1, 2019, AS INST. NO. 2019000043721 O.R.

RECIPROCAL EASEMENTS AND DECLARATION OF COVENANTS BETWEEN SHAWBIL INDUSTRIES, INC. AND SHAWBIL COMMERCIAL AND INDUSTRIAL CORP., RECORDED JUNE 18, 1985 AS INST. NO. 85-222203 O.R. (BLANKET)

EASEMENT FOR WATER PIPELINES AND APPURTENANCES GRANTED TO SOUTHERN CALIFORNIA WATER COMPANY, RECORDED JULY 16, 1980 AS INST. NO. 80-250809 O.R. (BLANKET OVER PARCEL 1 OF LLA LL 82-01 INST. NO. 82-293228 O.R.)

EASEMENT FOR UNDERGROUND CONDUITS AND APPURTENANCES GRANTED TO GENERAL TELEPHONE COMPANY OF CALIFORNIA, RECORDED JULY 23, 1985 AS INST. NO. 85-270525 O.R. (BLANKET OVER PARCEL 1 OF LLA LL 82-01 INST. NO. 82-293228 O.R.)



SHEET 4 OF 8 SHEETS
A PORTION OF KEVIN TERRY TRACT NO. 18167
IS NUMBERED LOTS 4 TO 10 LETTERED LOTS (A-D)
AREA: 7.066 ACRES (GROSS)
DATE OF SUBMIT: APRIL, 2018
SCALE: 1"=30'

TRACT NO. 19010

IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

CHARLES J. MOORE, L.S. 9106

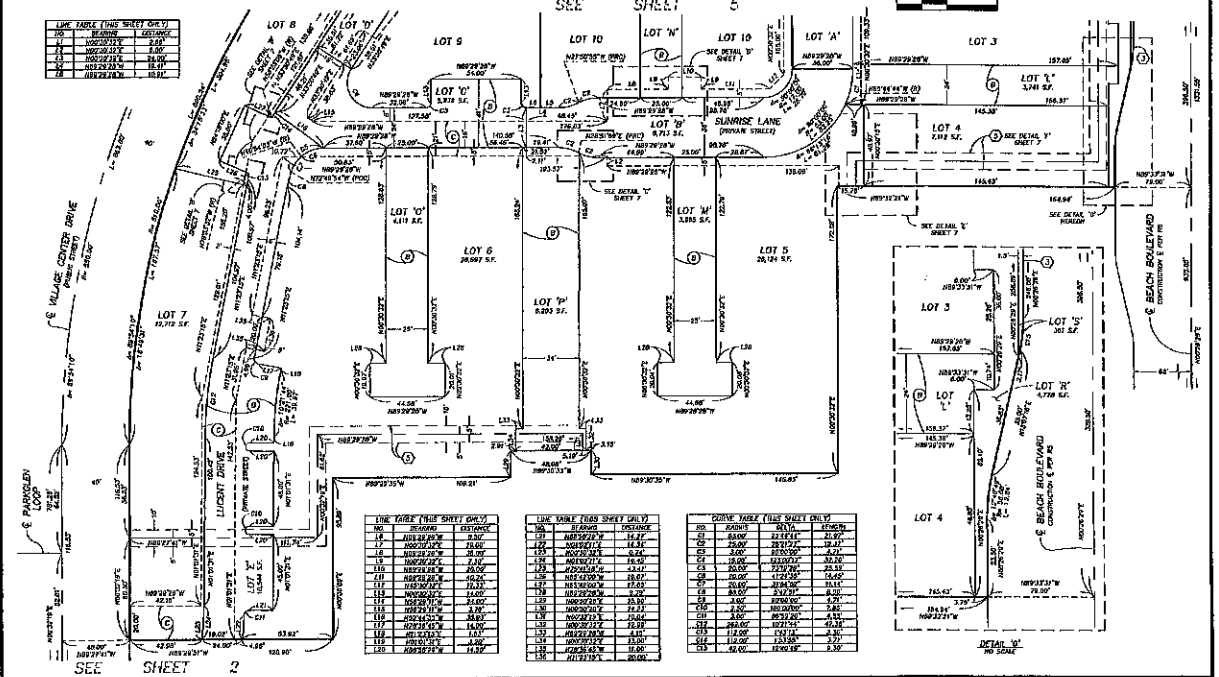
APRIL, 2018

SEE SHEET 2 FOR BASIS OF BOUNDARY, BOUNDARY ESTABLISHMENT, AND PROPERTY NOTES.
SEE SHEET 3 FOR INDEX & CASCADE NOTES.
SEE SHEET 5 FOR EXISTING EASEMENTS 1 & 2.

SCALE: 1" = 30'

LINK TABLE (THIS SHEET ONLY)

NO.	BEARING	DISTANCE
1	N00°00'00"W	2.00'
2	N00°00'00"W	14.00'
3	N00°00'00"W	14.00'
4	N00°00'00"W	14.00'



LINK TABLE (THIS SHEET ONLY)

NO.	BEARING	DISTANCE
1	N00°00'00"W	14.00'
2	N00°00'00"W	14.00'
3	N00°00'00"W	14.00'
4	N00°00'00"W	14.00'
5	N00°00'00"W	14.00'
6	N00°00'00"W	14.00'
7	N00°00'00"W	14.00'
8	N00°00'00"W	14.00'
9	N00°00'00"W	14.00'
10	N00°00'00"W	14.00'
11	N00°00'00"W	14.00'
12	N00°00'00"W	14.00'
13	N00°00'00"W	14.00'
14	N00°00'00"W	14.00'
15	N00°00'00"W	14.00'
16	N00°00'00"W	14.00'
17	N00°00'00"W	14.00'
18	N00°00'00"W	14.00'
19	N00°00'00"W	14.00'
20	N00°00'00"W	14.00'
21	N00°00'00"W	14.00'
22	N00°00'00"W	14.00'
23	N00°00'00"W	14.00'
24	N00°00'00"W	14.00'
25	N00°00'00"W	14.00'
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27	N00°00'00"W	14.00'
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30	N00°00'00"W	14.00'
31	N00°00'00"W	14.00'
32	N00°00'00"W	14.00'
33	N00°00'00"W	14.00'
34	N00°00'00"W	14.00'
35	N00°00'00"W	14.00'
36	N00°00'00"W	14.00'
37	N00°00'00"W	14.00'
38	N00°00'00"W	14.00'
39	N00°00'00"W	14.00'
40	N00°00'00"W	14.00'
41	N00°00'00"W	14.00'
42	N00°00'00"W	14.00'
43	N00°00'00"W	14.00'
44	N00°00'00"W	14.00'
45	N00°00'00"W	14.00'
46	N00°00'00"W	14.00'
47	N00°00'00"W	14.00'
48	N00°00'00"W	14.00'
49	N00°00'00"W	14.00'
50	N00°00'00"W	14.00'

LINK TABLE (THIS SHEET ONLY)

NO.	BEARING	DISTANCE
1	N00°00'00"W	14.00'
2	N00°00'00"W	14.00'
3	N00°00'00"W	14.00'
4	N00°00'00"W	14.00'
5	N00°00'00"W	14.00'
6	N00°00'00"W	14.00'
7	N00°00'00"W	14.00'
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22	N00°00'00"W	14.00'
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24	N00°00'00"W	14.00'
25	N00°00'00"W	14.00'
26	N00°00'00"W	14.00'
27	N00°00'00"W	14.00'
28	N00°00'00"W	14.00'
29	N00°00'00"W	14.00'
30	N00°00'00"W	14.00'
31	N00°00'00"W	14.00'
32	N00°00'00"W	14.00'
33	N00°00'00"W	14.00'
34	N00°00'00"W	14.00'
35	N00°00'00"W	14.00'
36	N00°00'00"W	14.00'
37	N00°00'00"W	14.00'
38	N00°00'00"W	14.00'
39	N00°00'00"W	14.00'
40	N00°00'00"W	14.00'
41	N00°00'00"W	14.00'
42	N00°00'00"W	14.00'
43	N00°00'00"W	14.00'
44	N00°00'00"W	14.00'
45	N00°00'00"W	14.00'
46	N00°00'00"W	14.00'
47	N00°00'00"W	14.00'
48	N00°00'00"W	14.00'
49	N00°00'00"W	14.00'
50	N00°00'00"W	14.00'

CONV. TABLE (THIS SHEET ONLY)

NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
1	N00°00'00"W	14.00'	11	N00°00'00"W	14.00'
2	N00°00'00"W	14.00'	12	N00°00'00"W	14.00'
3	N00°00'00"W	14.00'	13	N00°00'00"W	14.00'
4	N00°00'00"W	14.00'	14	N00°00'00"W	14.00'
5	N00°00'00"W	14.00'	15	N00°00'00"W	14.00'
6	N00°00'00"W	14.00'	16	N00°00'00"W	14.00'
7	N00°00'00"W	14.00'	17	N00°00'00"W	14.00'
8	N00°00'00"W	14.00'	18	N00°00'00"W	14.00'
9	N00°00'00"W	14.00'	19	N00°00'00"W	14.00'
10	N00°00'00"W	14.00'	20	N00°00'00"W	14.00'

SEE SHEET 2

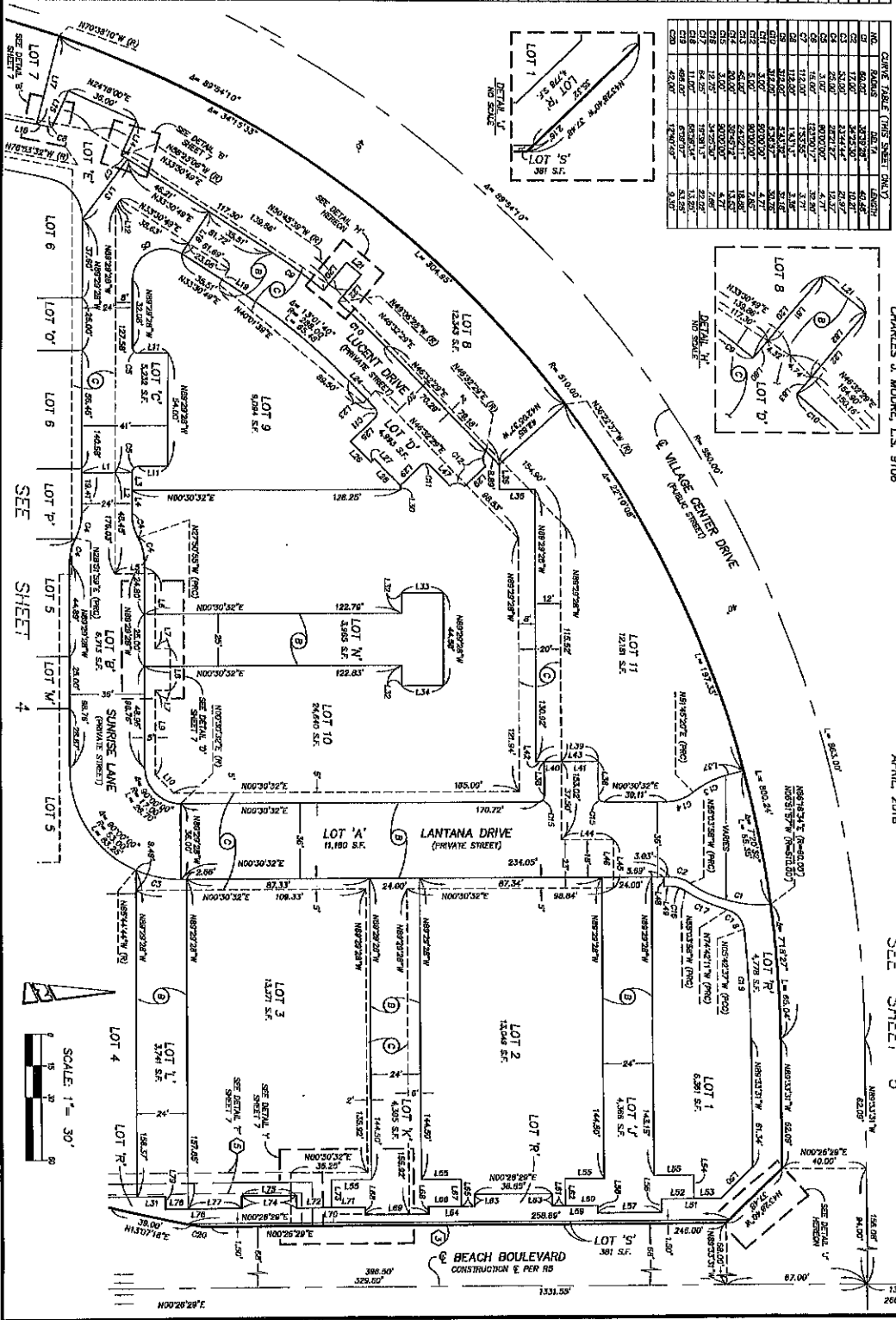
DETAIL 'A'

IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA
 CHARLES J. MOORE, L.S. 9106
 FOR CONDOMINIUM PURPOSES
 APRIL, 2018

SEE SHEET 6

SEE SHEET 3 FOR BASIS OF SURVEYS,
 BOUNDARY ESTABLISHMENT, AND
 SEE SHEET 4 FOR INDEX &
 EASEMENT NOTES, DISTINGUISHING
 EASEMENTS 1 & 2.

LOT	AREA (S.F.)	AREA (S.F.)
1	100,000.00	100,000.00
2	100,000.00	100,000.00
3	100,000.00	100,000.00
4	100,000.00	100,000.00
5	100,000.00	100,000.00
6	100,000.00	100,000.00
7	100,000.00	100,000.00
8	100,000.00	100,000.00
9	100,000.00	100,000.00
10	100,000.00	100,000.00
11	100,000.00	100,000.00
12	100,000.00	100,000.00
13	100,000.00	100,000.00
14	100,000.00	100,000.00
15	100,000.00	100,000.00
16	100,000.00	100,000.00
17	100,000.00	100,000.00
18	100,000.00	100,000.00
19	100,000.00	100,000.00
20	100,000.00	100,000.00
21	100,000.00	100,000.00
22	100,000.00	100,000.00
23	100,000.00	100,000.00
24	100,000.00	100,000.00
25	100,000.00	100,000.00
26	100,000.00	100,000.00
27	100,000.00	100,000.00
28	100,000.00	100,000.00
29	100,000.00	100,000.00
30	100,000.00	100,000.00
31	100,000.00	100,000.00
32	100,000.00	100,000.00
33	100,000.00	100,000.00
34	100,000.00	100,000.00
35	100,000.00	100,000.00
36	100,000.00	100,000.00
37	100,000.00	100,000.00
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40	100,000.00	100,000.00
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92	100,000.00	100,000.00
93	100,000.00	100,000.00
94	100,000.00	100,000.00
95	100,000.00	100,000.00
96	100,000.00	100,000.00
97	100,000.00	100,000.00
98	100,000.00	100,000.00
99	100,000.00	100,000.00
100	100,000.00	100,000.00



LOT	AREA (S.F.)	AREA (S.F.)
1	100,000.00	100,000.00
2	100,000.00	100,000.00
3	100,000.00	100,000.00
4	100,000.00	100,000.00
5	100,000.00	100,000.00
6	100,000.00	100,000.00
7	100,000.00	100,000.00
8	100,000.00	100,000.00
9	100,000.00	100,000.00
10	100,000.00	100,000.00
11	100,000.00	100,000.00

A PORTION OF VESTING TENTATIVE TRACT NO. 18183
 15 NUMBERED LOTS & 20 LETTERED LOTS (A-T)
 AREA= 7.998 ACRES (GROSS)
 DATE OF SURVEY: APRIL, 2018
 SCALE: 1"=30'

TRACT NO. 19010

IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA
 FOR CONDOMINIUM PURPOSES

CHARLES J. MOORE, L.S. 9106

APRIL, 2018

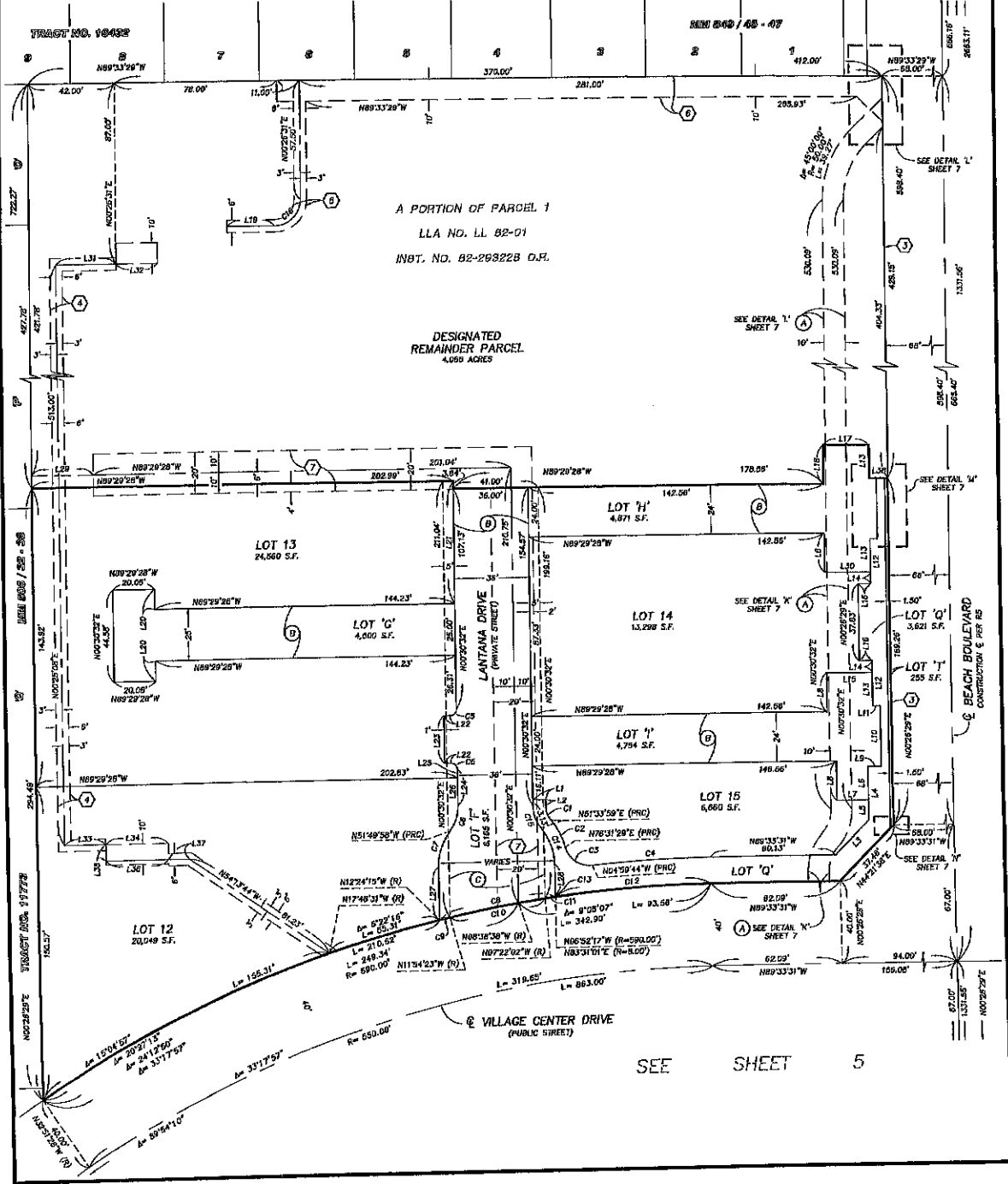
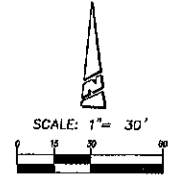
SEE SHEET 2 FOR BASIS OF BEARINGS,
 BOUNDARY ESTABLISHMENT, AND
 MONUMENT NOTES.
 SEE SHEET 3 FOR INDEX & EASEMENT
 NOTES.
 SEE SHEET 8 FOR EXISTING
 EASEMENTS 1 & 2.

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L1	N89°29'28"W	6.25'
L2	N00°30'32"E	3.13'
L3	N44°31'06"E	23.35'
L4	N00°28'28"E	25.04'
L5	N00°29'28"E	8.60'
L6	N00°27'28"E	16.24'
L7	N89°29'28"W	14.89'
L8	N00°30'32"E	18.00'
L9	N89°33'31"W	6.89'
L10	N00°29'28"E	22.80'
L11	N89°33'31"W	3.60'
L12	N00°29'28"E	22.00'
L13	N00°28'28"E	16.24'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L14	N00°30'32"E	6.72'
L15	N89°29'28"W	21.80'
L16	N89°33'31"W	6.00'
L17	N89°29'28"W	21.80'
L18	N00°30'32"E	18.00'
L19	N89°33'31"W	23.00'
L20	N00°30'32"E	9.79'
L21	N00°30'32"E	32.44'
L22	N89°29'28"W	3.00'
L23	N00°30'32"E	23.00'
L24	N00°30'32"E	17.41'
L25	N00°30'32"E	4.12'
L26	N00°30'32"E	13.89'

LINE TABLE (THIS SHEET ONLY)		
NO.	BEARING	DISTANCE
L27	N00°30'32"E	26.80'
L28	N00°30'32"E	14.89'
L29	N89°29'28"W	28.84'
L30	N89°29'28"W	21.22'
L31	N89°33'31"W	28.00'
L32	N89°33'31"W	28.00'
L33	N89°33'31"W	20.00'
L34	N89°33'31"W	38.00'
L35	N00°29'28"E	6.00'
L36	N89°33'31"W	34.50'
L37	N89°33'31"W	10.80'
L38	N89°33'31"W	6.72'

CURVE TABLE (THIS SHEET ONLY)			
NO.	RADIUS	DELTA	LENGHTH
C1	10.22'	30.5834°	7.71'
C2	34.25'	24.9730°	14.82'
C3	12.00'	81.5114°	12.07'
C4	804.74'	3.2011°	67.60'
C5	1.60'	82.0000°	4.71'
C6	20.00'	57.5830°	13.15'
C7	28.00'	47.9830°	18.40'
C8	260.00'	0.8128°	38.87'
C9	590.00'	0.2828°	81.12'
C10	590.00'	4.3221°	46.74'
C11	590.00'	0.2828°	81.10'
C12	590.00'	7.8217°	26.30'
C13	6.00'	83.9541°	0.82'
C14	28.00'	30.5834°	18.43'
C15	12.00'	38.5834°	11.25'
C16	12.00'	80.7000°	18.41'



A PORTION OF WESTING TENTATIVE TRACT NO. 19103
 15 NUMBERED LOTS & 20 LETTERED LOTS (A-T)
 AREA = 7.598 ACRES (GROSS)
 DATE OF SURVEY: APRIL, 2018

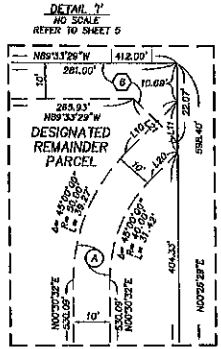
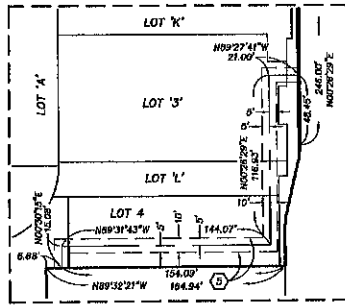
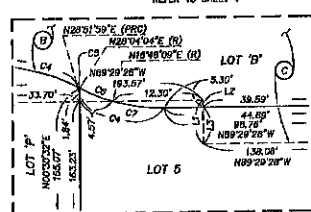
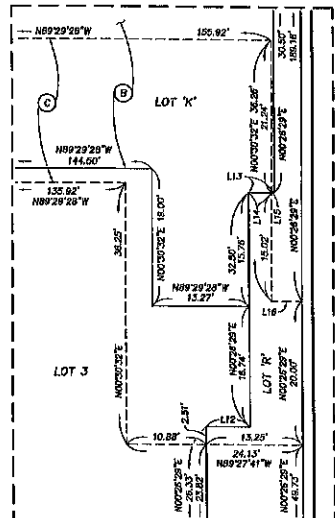
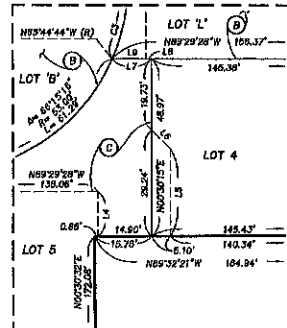
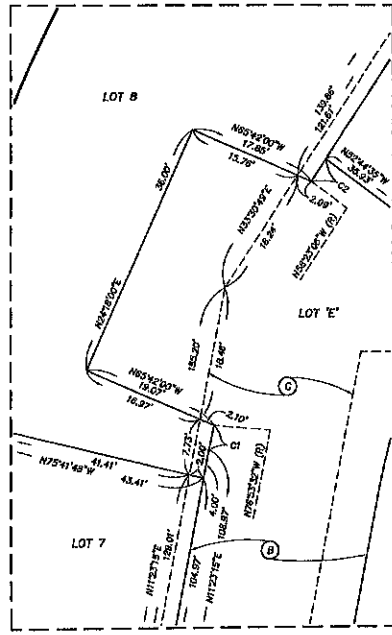
TRACT NO. 19010

IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA
 FOR CONDOMINIUM PURPOSES

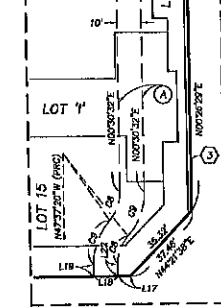
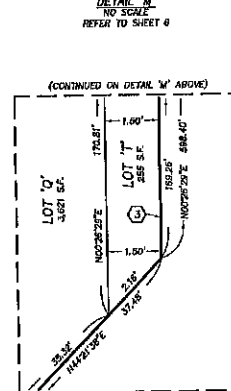
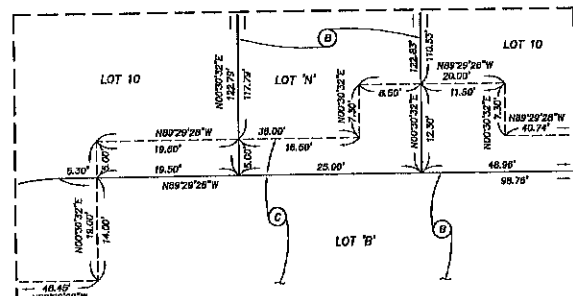
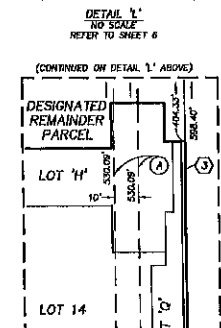
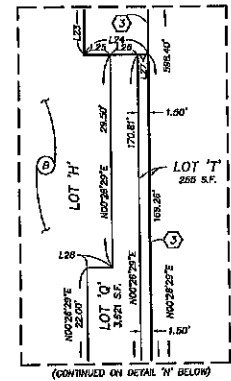
CHARLES J. MOORE, L.S. 9106

APRIL, 2018

SEE SHEET 2 FOR BASIS OF BEARINGS,
 BOUNDARY ESTABLISHMENT, AND
 MONUMENT NOTES.
 SEE SHEET 3 FOR INDEX & EASEMENT
 NOTES.
 SEE SHEET 8 FOR EXISTING
 EASEMENTS 1 & 2.



NO.	RADIUS	DELTA	LENGTH
C1	112.00'	174.31°	3.96'
C2	112.00'	153.50°	3.77'
C3	64.00'	233.44°	21.87'
C4	26.00'	282.27°	12.37'
C5	26.00'	024.28°	0.98'
C6	26.00'	117.93°	4.01'
C7	26.00'	162.47°	7.09'
C8	17.50'	41.52°	12.27'
C9	27.00'	41.92°	20.17'



NO.	BEARING	DISTANCE
L1	N89°40'42\"/>	

NO.	BEARING	DISTANCE
L15	N89°23'11\"/>	



DETAIL 'N'
 NO SCALE
 REFER TO SHEET 8

DETAIL 'K'
 NO SCALE
 REFER TO SHEET 6

SHEET 8 OF 8 SHEETS

A PORTION OF VESTING TENTATIVE
TRACT NO. 18153
15 NUMBERED LOTS & 20 LETTERED
LOTS (A-I)
AREA = 7.598 ACRES (GROSS)
DATE OF SURVEY: APRIL, 2018
SCALE: 1"=40'

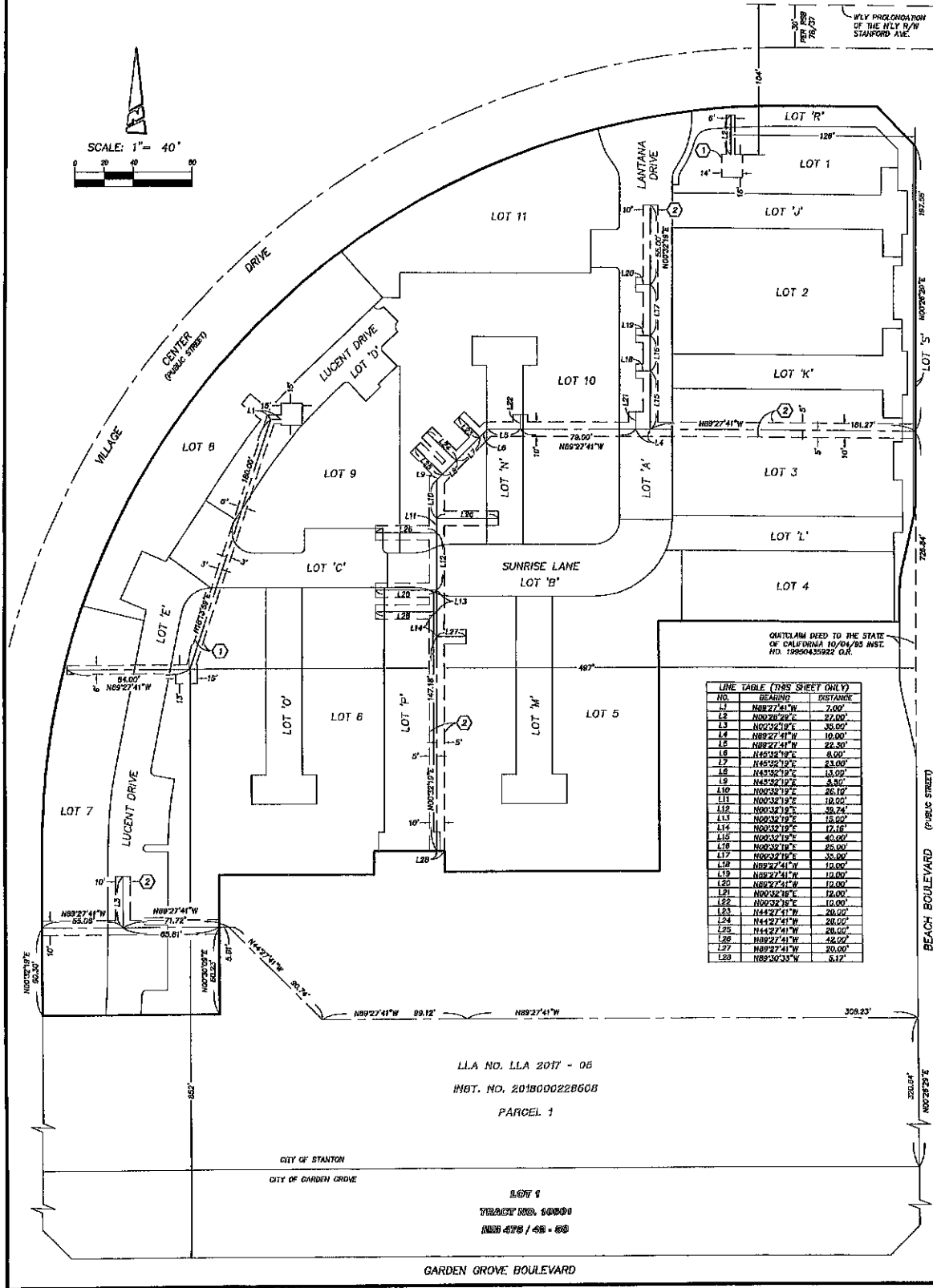
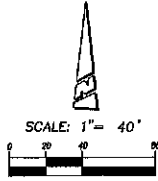
TRACT NO. 19010

IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

CHARLES J. MOORE, L.S. 9108

APRIL, 2018

SEE SHEET 2 FOR BASIS OF BEARINGS,
BOUNDARY ESTABLISHMENT, AND
MONUMENT NOTES.
SEE SHEET 3 FOR INDEX & EASEMENT
NOTES.



LINE NO.	BEARING	DISTANCE
L1	N89°27'41"W	7.00'
L2	N00°26'22"E	27.00'
L3	N02°22'19"E	35.00'
L4	N89°27'41"W	16.00'
L5	N89°27'41"W	25.50'
L6	N45°32'19"E	6.00'
L7	N45°32'19"E	23.00'
L8	N45°32'19"E	13.00'
L9	N45°32'19"E	9.50'
L10	N00°32'19"E	26.10'
L11	N00°32'19"E	16.00'
L12	N00°32'19"E	39.74'
L13	N00°32'19"E	18.00'
L14	N00°32'19"E	12.16'
L15	N00°32'19"E	40.00'
L16	N00°32'19"E	25.00'
L17	N00°32'19"E	35.00'
L18	N89°27'41"W	10.00'
L19	N89°27'41"W	10.00'
L20	N89°27'41"W	19.00'
L21	N00°32'19"E	12.00'
L22	N00°32'19"E	10.00'
L23	N44°27'41"W	20.00'
L24	N44°27'41"W	20.00'
L25	N44°27'41"W	20.00'
L26	N89°27'41"W	12.00'
L27	N89°27'41"W	20.00'
L28	N89°30'33"W	5.12'

LLA NO. LLA 2017 - 06
INGT. NO. 201800228608
PARCEL 1

CITY OF STANTON
CITY OF GARDEN GROVE

0.6779
TRACT NO. 19010
SHEET 8 OF 8

GARDEN GROVE BOULEVARD

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

DATE: AUGUST 28, 2019

SUBJECT: LANDSCAPE MAINTENANCE AGREEMENT WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS ADJACENT TO 10600 BEACH BOULEVARD

REPORT IN BRIEF:

The development of the property at 10600 Beach Boulevard will include landscaping along Beach Boulevard. The California Department of Transportation owns the right of way where the landscaping will be placed. They are requiring that the City enter into an agreement to maintain this landscaping in the event it is not properly maintained by the adjacent property owner.

RECOMMENDED ACTION:

1. Declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. City Council to approve an agreement with the California Department of Transportation to maintain the landscape improvements in the public right of way on Beach Boulevard; and
3. Authorize the Mayor and City Manager to bind the City of Stanton and the California Department of Transportation in said agreement.

BACKGROUND:

As part of the Beach Boulevard Livability Plan requirements, new developments on Beach Boulevard are required to beautify the street with new landscaping. The California Department of Transportation (Caltrans) requires that the City enter into an agreement to maintain said landscaping in the event that the property owner who has installed said landscaping does not maintain it to the Caltrans' standards.

ANALYSIS/JUSTIFICATION:

The agreement is a necessary step in the installation of the landscaping on Beach Boulevard. Staff has suggested to Caltrans that a master agreement be developed for all new landscaping on Beach Boulevard to avoid individual agreements for each property, which is time consuming.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping.

LEGAL REVIEW:

The City Attorney's office has reviewed and approved the agreement.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by:



Allan Rigg, PE AICP
Director of Public Works

Approved by:



Jarad Hildenbrand
City Manager

Attachment:

(1) Landscape Maintenance Agreement for Permit 12-19-6-MC-0614

**LANDSCAPE MAINTENANCE AGREEMENT
WITHIN STATE HIGHWAY RIGHT OF WAY
ON STATE ROUTE 39 WITHIN THE CITY OF STANTON**

THIS AGREEMENT is made effective this _____ day of _____, 2019, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Stanton; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number 12-19-6-MC-0614.
2. This Agreement addresses CITY responsibility for the landscaping, planting, separate irrigation, mulches, litter and weed removal (collectively the "LANDSCAPING") as well as CITY responsibility for the new reconstructed curb, gutter, and asphalt patch, and sidewalk (collectively the "IMPROVEMENTS") placed within State Highway right of way on State Route 39, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that include, but are not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of LANDSCAPING and IMPROVEMENTS as shown on said Exhibit "A."
 - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the

PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:
 - 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN LANDSCAPING conforming to those plans and specifications (PS&E) pre-approved by STATE.
 - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
 - 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed landscape architect, for LANDSCAPING to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed LANDSCAPING must meet STATE's applicable standards.
 - 2.4. CITY shall ensure that LANDSCAPED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
 - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
 - 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
 - 2.7. To furnish electricity for irrigation system controls, water, and fertilizer necessary to sustain healthy plant growth during the entire life of this Agreement.
 - 2.8. To replace unhealthy or dead plantings when observed or within 30 days when notified in writing by STATE that plant replacement is required.
 - 2.9. To prune shrubs, tree plantings, and trees to control extraneous growth and ensure STATE standard lines of sight to signs and corner sight distances are always maintained for the safety of the public.
 - 2.10. To MAINTAIN, repair and operate the irrigation systems in a manner that prevents water from flooding or spraying onto STATE highway, spraying parked and moving automobiles, spraying pedestrians on public sidewalks/bike paths, or leaving surface water that becomes a hazard to vehicular or pedestrian/bicyclist travel.

- 2.11. CITY will prevent any flow from 12775-12975 Beach Boulevard, Stanton, California and 7901-7955 Garden Grove Boulevard, Garden Grove, California to enter STATE right-of-way.
- 2.12. To control weeds at a level acceptable to the STATE. Any weed control performed by chemical weed sprays (herbicides) shall comply with all laws, rules, and regulations established by the California Department of Food and Agriculture. CITY shall report all chemical spray operations quarterly (using the most current Form LA - 17) to the STATE at the address below:

Department of Transportation
District 12, Maintenance
Maintenance Manager
1750 East Fourth Street, Suite 100
Santa Ana, CA 92705

Form LA – 17 is attached hereto as Exhibit “B”.

- 2.13. To remove LANDSCAPING, IMPROVEMENTS, and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 2.14. To furnish electricity and MAINTAIN lighting system and controls for all street lighting systems installed by and for CITY.
- 2.15. To inspect LANDSCAPING and IMPROVEMENTS on a regular monthly or weekly basis to ensure the safe operation and condition of the LANDSCAPING.
- 2.16. To expeditiously MAINTAIN, replace, repair or remove from service any LANDSCAPING and IMPROVEMENTS system component that has become unsafe or unsightly.
- 2.17. To MAINTAIN all sidewalks/bike paths within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths or the LANDSCAPING and IMPROVEMENTS in an expeditious manner.
- 2.18. To MAINTAIN all parking or use restrictions signs encompassed within the area of the LANDSCAPING and IMPROVEMENTS.

- 2.19. To allow random inspection of LANDSCAPING, IMPROVEMENTS, street lighting systems, sidewalks/bike paths and signs by a STATE representative.
 - 2.20. To keep the entire landscaped area policed and free of litter and deleterious material. To avoid any trash or debris entering the State right-of-way.
 - 2.21. All work by or on behalf of CITY will be done at no cost to STATE.
3. STATE agrees to do the following:
- 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
 - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
4. LEGAL RELATIONS AND RESPONSIBILITIES:
- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
 - 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the LANDSCAPING and IMPROVEMENTS to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove LANDSCAPING and IMPROVEMENTS at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing LANDSCAPING and IMPROVEMENTS, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.
 - 4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

5.3. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE along with a signed copy of this Agreement.

5.4. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

6. TERMINATION -This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
7. TERM OF AGREEMENT-This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF STANTON

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
David Shawver
Mayor

LAURIE BERMAN
Director of Transportation

Initiated and Approved

By: _____
Jarad Hildenbrand
City Manager

By: _____
Dina El-Tawansy
Deputy District Director
Operations and Maintenance
District 12

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

As to Form and Procedure:

By: _____
Mathew E. Richardson
City Attorney

EXHIBIT "A"

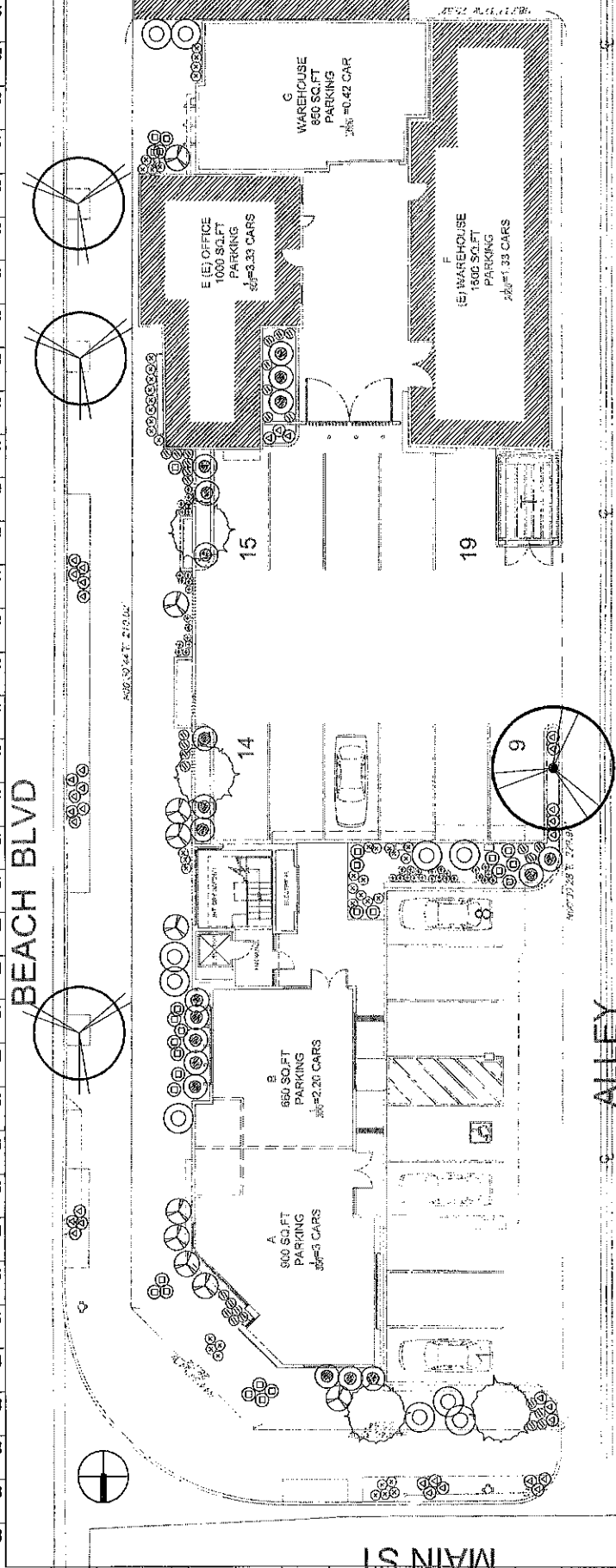
LANDSCAPING AND IMPROVEMENTS

(ATTACHED)

01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35

BEACH BLVD

ALLEY



RIME GROUP
 8031 MAIN ST STE 200 STANTON, CA 95890
 E-MAIL: DRIVE@RIMEGROUP.COM
 TEL: 626-990-0401



OWNER NAME & ADDRESS:
 RIME INVESTMENT
 8031 MAIN ST
 STANTON, CA 95890
 PREPARED BY NAME & ADDRESS:
 RICHARD J. RIME
 1806 & 10900 BEACH BLVD
 STANTON, CA 95890

COMPENSATION STATEMENT
 I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS STATEMENT. I HAVE BEEN ADVISED THAT THIS STATEMENT IS FOR THE EXCLUSIVE USE OF THE CLIENT AND THAT I SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE CONFIDENTIALITY OF ALL INFORMATION CONTAINED HEREIN. I AGREE TO HOLD THE CLIENT HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS, THAT MAY BE ASSERTED AGAINST THE CLIENT BY ANY THIRD PARTY AS A RESULT OF MY NEGLIGENCE OR WILLFUL MISFEASANCE IN THE PERFORMANCE OF MY PROFESSIONAL SERVICES UNDER THIS AGREEMENT. I HAVE RECEIVED AND UNDERSTAND THE SCOPE OF MY PROFESSIONAL OBLIGATIONS AND THE LIMITS OF MY LIABILITY. I HAVE BEEN ADVISED OF THE CLIENT'S RIGHTS AND OBLIGATIONS AND I AGREE TO WAIVE ALL RIGHTS AND OBLIGATIONS THAT MAY BE ASSERTED AGAINST THE CLIENT BY ANY THIRD PARTY AS A RESULT OF MY NEGLIGENCE OR WILLFUL MISFEASANCE IN THE PERFORMANCE OF MY PROFESSIONAL SERVICES UNDER THIS AGREEMENT.

NO.	DESCRIPTION	DATE
1	PREPARED BY	01/06/2016
2	CHECKED BY	01/06/2016
3	DATE DRAWN	01/06/2016
4	PROJECT APPROVED BY	01/06/2016

CONTRACT NO.: 07258M-15
 PROJECT APPROVED BY: [Signature]
 PROJECT APPROVED DATE: 07/28/15

LANDSCAPE PLAN
 SHEET NUMBER
L03

PLANT LEGEND

SYMBOL	PLANT NAME	HEIGHT	SPACING	PLANT TYPE	PLANT TYPE	PLANT TYPE
(Tree symbol)	WEDDING TREE	10'-12'	20'-20'	TREE	DECIDUOUS	FAST GROWING
(Tree symbol)	COASTAL REDWOOD	20'-30'	40'-40'	TREE	DECIDUOUS	FAST GROWING
(Tree symbol)	REDBUD	12'-15'	15'-15'	TREE	DECIDUOUS	FAST GROWING
(Tree symbol)	SAFARI TREE	12'-15'	15'-15'	TREE	DECIDUOUS	FAST GROWING
(Tree symbol)	BANANA TREE	12'-15'	15'-15'	TREE	DECIDUOUS	FAST GROWING
(Tree symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	TREE	DECIDUOUS	FAST GROWING
(Tree symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	TREE	DECIDUOUS	FAST GROWING
(Tree symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	TREE	DECIDUOUS	FAST GROWING
(Tree symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	TREE	DECIDUOUS	FAST GROWING
(Shrub symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	SHRUB	DECIDUOUS	FAST GROWING
(Shrub symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	SHRUB	DECIDUOUS	FAST GROWING
(Shrub symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	SHRUB	DECIDUOUS	FAST GROWING
(Shrub symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	SHRUB	DECIDUOUS	FAST GROWING
(Shrub symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	SHRUB	DECIDUOUS	FAST GROWING
(Shrub symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	SHRUB	DECIDUOUS	FAST GROWING
(Shrub symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	SHRUB	DECIDUOUS	FAST GROWING
(Flower symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	FLOWER	DECIDUOUS	FAST GROWING
(Flower symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	FLOWER	DECIDUOUS	FAST GROWING
(Flower symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	FLOWER	DECIDUOUS	FAST GROWING
(Flower symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	FLOWER	DECIDUOUS	FAST GROWING
(Flower symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	FLOWER	DECIDUOUS	FAST GROWING
(Flower symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	FLOWER	DECIDUOUS	FAST GROWING
(Flower symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	FLOWER	DECIDUOUS	FAST GROWING
(Flower symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	FLOWER	DECIDUOUS	FAST GROWING
(Flower symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	FLOWER	DECIDUOUS	FAST GROWING
(Flower symbol)	FLORIDA YACHT CLUB	12'-15'	15'-15'	FLOWER	DECIDUOUS	FAST GROWING

EXHIBIT "B"

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION
REPORT OF CHEMICAL SPRAY OPERATIONS (LA – 17 (REV. 04/2001))

(ATTACHED)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
REPORT OF CHEMICAL SPRAY OPERATIONS
 LA - 17 (REV. 04/2001)

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3680 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

REPORT OF CHEMICAL SPRAY OPERATIONS

CONTRACTOR	WEEK ENDING DATE	PROJECT DESCRIPTION	PROJECT NUMBER
CHEMICAL MIXTURE AND PERCENT ACTIVE MATERIAL	A	B	D
WATER RATE			
APPLICATION PER SQUARE FOOT OR ACRE			

DAY	WINDY	CALM	A.M.	P.M.	CLOUDY	SUNNY	CHEMICAL USED				TREES	SHRUBS	IVY	ICE PLANT	P.M.	GROUND COVER	GRASS	BROADLEAF	STOLONS	SCALE, MOTH, ETC.	DISEASE	DESCRIPTION OF AREA (STA., LOOP, ETC.)		
							A	B	C	D														
MON																								
TUE																								
WED																								
THU																								
FRI																								
SAT																								

RESIDENT ENGINEER COMMENTS: _____

CONTRACTOR'S REPRESENTATIVE _____

COPY TO: DISTRICT _____ MAINTENANCE FOR FILE _____

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 27, 2019

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE FY 19/20 CITYWIDE STREET RESURFACING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

The six bids for the FY 19/20 Citywide Street Resurfacing Project were opened on August 8, 2019. Based on the post-bid analysis of the bids received, staff recommends the bid submitted by All American Asphalt to be the lowest responsible and responsive bid. The construction cost is estimated at \$1,327,555.90, which includes a contingency.

RECOMMENDED ACTION:

1. Approve the plans and specifications for the FY 19/20 Citywide Street Resurfacing Project; and
2. Award a construction contract for FY 19/20 Citywide Street Resurfacing Project to the lowest responsible and responsive bidder, All American Asphalt, for the amount of \$1,206,869.00; and
3. Authorize the City Manager to bind the City of Stanton and All American Asphalt in a contract for the construction of the FY 19/20 Citywide Street Resurfacing Project; and
4. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

BACKGROUND:

The area within the project limits has experienced numerous street failures in the past several years. The estimated project cost of \$1,327,555.90 is as follows:

Base Bid (All American Asphalt)	\$ 1,206,869.00
Construction Contingency (10%)	\$ 120,686.90
<hr/>	
Total Estimated Project Cost (rounded up to nearest hundred)	\$ 1,327,555.90

ANALYSIS/JUSTIFICATION:

The project was advertised for bids on July 18, 2019. On August 8, 2019, six (6) proposals were received. The lowest bid was for \$1,206,869.00.

Notices announcing the solicitation of bids for this project were posted local on F.W. Dodge publication known as the "Green Sheets" and on Bid America. Staff also sent the notice inviting bids to local contracting companies familiar with the City that have bid on similar projects locally.

The bids were publicly opened on August 8, 2019 at 2:00 p.m. Six (6) bids were received:

Rank	Company	Bid
1	All American Asphalt	\$ 1,206,869.00
2	The R.J. Noble Company	\$ 1,288,123.00
3	Hardy & Harper, Inc.	\$ 1,296,500.00
4	Palp, Inc. DBA Excel Paving	\$ 1,359,600.00
5	Onyx Paving Company Inc.	\$ 1,425,000.00
6	Sequel Contractors Inc.	\$ 1,440,284.00

Staff has reviewed the submitted bid documents and found All American Asphalt in compliance with the contract documents. A check of the references submitted indicates that the bidder has successfully completed similar projects within Southern California. Upon successful execution of the contract documents, the project is expected to begin construction in October. The contractor will have approximately thirteen (13) weeks to complete the project. Staff will be awarding the contract based on Bid Schedule A which is the common way of reconstructing a street.

The FY 19/20 Citywide Street Resurfacing Project will address the following streets:

- Cerritos Ave. from Dale Ave. to Stanton City Limit shared with Garden Grove
- Knott Ave. between Cerritos Avenue and Katella Avenue
- Lampson Ave. from Beach Blvd. to Stanton City Limit shared with Garden Grove
- Orangewood Ave. from Beach Blvd. to Stanton City Limit shared with Anaheim
- Purdue Way
- Magnolia Avenue

FISCAL IMPACT:

This project was budgeted for the FY 19/20 Street Improvement Program. Funds for the project are available in the Measure M Fund account number, the Gas Tax Fund account, and the RMRA account. This project will not have any impact on the General Fund.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c as replacement of existing facilities.

LEGAL REVIEW:

None.

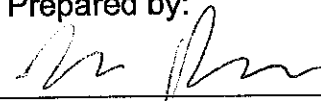
PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

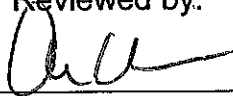
3 - Provide a quality infrastructure.

Prepared by:



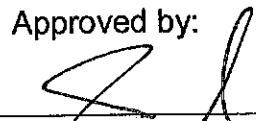
Guillermo Perez
Associate Engineer

Reviewed by:



Allan Rigg, P.E. AICP
Public Works Director/City Engineer

Approved by:



Jared Hildenbrand
City Manager

Attachments:

- 1) FY 19/20 Citywide Street Resurfacing Project Contract
- 2) Copy of Bid

**CITY OF STANTON
CONTRACT**

FY 19/20 Citywide Street Resurfacing Project
I.

This Contract is made and entered into on the 27th Day of August, 2019 by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and All American Asphalt ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

The complete Contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids
- B. Information for Bidders
- C. Bid, dated
- D. Payment Bond
- E. Contract Performance Bond
- F. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- G. Certified Copy of the record of action of the City Council of City of Stanton, Stanton, California.
- H. Latest Edition, Standard Specifications for Public Works Construction.

Each of such documents in their entirety are incorporated herein by this reference as if set forth in full.

II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$1,206,869.00.

III. BONDS

Contractor shall furnish a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the Contract Price, and a Faithful Performance Bond in an amount equal to one-hundred percent (100%) of the Contract Price, said bonds to be secured from a surety company admitted and authorized to do business in California as such.

IV. INDEMNITY

Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs, or any other cost arising out of or in any way related to the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City. Contractor has no obligation under this agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the

performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

V. INSURANCE

The Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

Workers Compensation - A program of Workers Compensation Insurance or a State-approved self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with One-Million Dollars (\$1,000,000.00) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

General Liability - Such general liability insurance shall be written with a limit of liability of not less than Two-Million Dollars (\$2,000,000.00) combined single limits for damages arising out of bodily-injury, including sickness and death, injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

Vehicle Liability - Such vehicle liability insurance shall be written with a limit of liability of not less than One-Million Dollars (\$1,000,000.00) combined single limits for all bodily injury, including sickness and death or injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

If the City determines to require the Contractor to procure such insurance, such insurance shall cover as insureds under all policies excepting workers compensation the City, its officers, employees, and agents. The policy or policies for such insurance may provide for a deductible amount not to exceed five percent (5%) of the Contract Price. As provided in Section 7105 of the California Public Contract Code, the Contractor is responsible for the cost of repairing or restoring work up to five percent (5%) of the contract amount.

All insurers shall be admitted and authorized to do business in California as insurance carriers.

Contractor shall immediately furnish certificates of insurance and the Contractor shall provide certified copies of all policies and endorsements to the City evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City, and shall maintain such insurance from the time Contractor commences performances of services hereunder until the completion of such services. Within thirty (30) days of award of the contract, Contractor shall provide City with certified copies of all insurance policies required hereunder.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation Insurance coverage and liability coverage, if applicable, shall obtain additional endorsements covering the City and its officers, employees, and agents, as insureds with respect to liabilities arising out of the performance of services hereunder.

The Contractor shall require the carriers of the above required coverage's to waive all rights of subrogation against the City, its officers, employees, contractors, agents, and subcontractors.

All policies required above are to be primary and noncontributing with any insurance or self-insurance programs carried or administered by the City.

VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of one million, two hundred six thousand and eight hundred sixty nine dollars and zero cents (\$1,206,869.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within **Ninety (90)** working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is not completed within the time specified in this Contract. The City and Contractor hereby

represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

VIII. MISCELLANEOUS

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

The Contractor hereby waives for himself/herself and for Contractor's Subcontractors any right Contractor may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 et seq.

IX.

Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that he/she/they has/have the appropriate contractor's license to perform the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this contract, or any period thereof, shall be cause for the immediate and summary termination of this Contract by City. Contractor shall be liable for all City's costs to complete the work and this Contract.

X.

The person or persons executing this Contract on behalf of Contractor warrants and represents he/she/they has/have the authority to execute this Contract on behalf of his/her/their corporation, partnership, or business entity and warrant and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

XI.

This Contract contains the completely final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing. Any attempted modification, amendment, or alteration in violation hereof shall be void.

IN WITNESS WHEREOF, each of the parties hereto has caused the Contract to be executed in its name on its behalf by a duly authorized officer as of this day and year first above written.

CITY OF STANTON:

[CONTRACTOR]:

By: _____
CITY MANAGER

By: _____
(Corporate Officer)

Title: _____

ATTEST:

Print Name: _____

By: _____
CITY CLERK

By: _____
(Corporate Officer)

APPROVED AS TO FORM:

Title: _____

Print Name: _____

By: _____
CITY ATTORNEY

NOTARY REQUIRED

Bond No. _____ Bond Premium _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the City of Stanton (sometimes referred to hereinafter as "Obligee") has awarded All American Asphalt (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of the paving of citywide streets, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated August 27, 2019 (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stanton in the sum of _____ Dollars (\$ _____) said sum being not less than one-hundred percent (100%) of the total amount payable by the said obligee under the terms of the said Public Work's Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his/her or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorneys fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day _____ of _____ 20 _____.

PRINCIPAL:

By: _____

SURETY:

By: _____
Attorney-in-Fact

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charged, \$ _____. (The above must be filled in by corporate surety.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Departments most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 20_____, before me, _____
_____, a Notary Public in and for said State, personally appeared _____
_____, known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument as the Attorney-in-Fact _____
_____ of the _____ (Surety) and acknowledged to me that he/she subscribed
the name of the _____ (Surety) thereto and his/her own name as
Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal to the within bond; that _____ who signed the said bond on behalf of the principal was then of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing bond.

Signature

(CORPORATE SEAL)

Bond No. _____ Bond Premium _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the City of Stanton (referred to hereinafter as "Obligee") has All American Asphalt (hereinafter designated as the "Contractor"), a contract dated August 27, 2019, for work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of the paving of city streets, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal and, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of _____ Dollars (\$ _____), said sum being not less than one-hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his/her or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his/her Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorneys fee to be fixed by the Court. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Code, so as to give a right of action to them or their assigns any suit brought upon this bond.

The Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL:

By: _____

SURETY: _____

By: _____
Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 20_____, before me, _____
_____, a Notary Public in and for said State, personally appeared _____
_____, known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____
(Surety) and acknowledged to me that he/she subscribed the name of the _____
(Surety) thereto and his/her own name as Attorney-in-Fact.

Notary Public in and for said State
(SEAL)

Commission expires: _____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as
Principal to the within bond; that _____ who signed the said bond on
behalf of the principal was then of said corporation; that I know his/her signature, and his/her
signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in
behalf of said Corporation by authority of its governing bond.

Signature

(CORPORATE SEAL)

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

[Labor Code §§ 1720, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the Following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.
3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract."

Date _____ Signature _____

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below (required at time of award):

Business & Professions Code § 7028.15:

(a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:

(1) The person is particularly exempted from this chapter.

(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of

verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement.

Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License no.: _____ Class: _____ Expiration date: _____

Date _____ Signature _____

INSURANCE REQUIREMENTS

The Contractor shall at all times during the terms of the Contract carry, maintain, and keep in full force and effect a policy or policies of comprehensive general liability insurance in which the City, along with its City Council and each member thereof, and every officer, official, agent, attorney, employee or volunteer of the City, is the named insured or is named as an additional insured with the Contractor in accordance with the General Provisions. The insurance company issuing such policy(ies) must be acceptable to, and approved by, the City Engineer and City Attorney. Contractor shall maintain limits of no less than Two Million Dollars (\$2,000,000) combined single limit coverage per occurrence for personal injury or death or property loss or damage which may arise from or relate directly or indirectly to the acts, operations or omissions of the performance of the Contractor and/or its subcontractors and/or the employees, agents, officers, officials or volunteers of either, in the performance of this Public Works Contract. Such insurance shall include coverage of no less than One Million Dollars (\$1,000,000) for all automobiles utilized by Contractor's or any subcontractor's employees or agents in the performance of the Contract. Contractor shall also provide an endorsement in the forms included in Book II.

WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

WHEREAS, the CITY OF STANTON has required certain insurance to be provided by

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time.

1. This certificate is issued to: CITY OF STANTON, City Hall, 7800 Katella Avenue, STANTON, CA 90680-3162.

2. The insureds under such policy or policies are: _____

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds, as follows:

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
---------------	----------------	-----------------

4. Said policy or policies shall not be canceled, voided or reduced in coverage or limits of liability, unless and until thirty days' advance written notice thereof has been served upon the City Clerk of the CITY OF STANTON.

By: _____
Its Authorized Representative

**ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE
GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
------------------------------------------------------	-----------------------	---------------------

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> |
| <input type="checkbox"/> General Liability Endorsement | |

12. A deductible or self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____ (if none, so state). The deductible is applicable per claim or per occurrence (check one).

13. This is an occurrence or claims made policy (check one).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: () _____

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured");

Name and address of Insurance Company ("Company");

OFFICIAL TITLE OF PROJECT: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

1. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
2. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
3. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
4. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
5. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
6. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162

7. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
LIMITS OF
THIS ENDORSEMENT ATTACHES
LIABILITY

POLICY PERIOD
FROM/ TO

Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> |

11. A deductible or self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____ (if none, so state). The deductible is applicable per claim or per occurrence (check one).

12. This is an occurrence or claims made policy (check one).

13. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: () _____

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH LIMITS OF THIS ENDORSEMENT ATTACHES LIABILITY	POLICY PERIOD FROM/TO
-----------------------------------------------------------------------------------	------------------------------

- Following Form
- Umbrella Liability
-

10. Applicable underlying coverages: INSURANCE COMPANY AMOUNT	POLICY NO.
---------------------------------------------------------------------	------------

11. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

12. A deductible or self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____ (if none, so state): The deductible is applicable per claim or per occurrence (check one).

13. This is an occurrence or claims made policy (check one).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: () _____

PREVAILING WAGES

NOTICE IS FURTHER GIVEN that the City Council has obtained the general prevailing rate of per diem wages in accordance with law to be paid for the construction of the above Work and Improvements. The schedule has been obtained from the Director of the Department of Industrial Relations, pursuant to the provisions of Section 1773 of the Labor Code of the State of California, and reference is hereby made to copies thereof on file in the City's Office, which said copies are available to any interested party upon request. Further, a copy shall be posted at each job site during the course of construction. If prevailing wages change within 10 days of the bid opening date, new prevailing wages will be used.

WAGE RATES AND LABOR CODE REQUIREMENTS

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

LEGAL RELATIONS AND RESPONSIBILITY

The Contractor shall keep himself/herself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or the Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he/she shall forthwith report the same to the Engineer in writing. He/she shall at all times observe and comply with and shall cause all his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall indemnify, protect, defend, and hold harmless the City, the Engineer, and all of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees, agents, or representatives.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. The Director of the Department of Industrial Relations has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed, copies of which are maintained at the City's principal office, and are available to any interested party on request. Contractor shall post a copy of said document at each job site. The Contractor shall forfeit to the City a penalty of twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate, and shall in addition pay to each worker for each such day the difference between the prevailing rate and the actual wage paid.
- b. In accordance with Sections 1173.1 and 1773.8 of the Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 et seq., it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one-half (1 1/2) times the base rate of pay, in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6, as amended effective January 1, 1977, with respect to the employment of apprentices. Pursuant to Section 1777.5, it is hereby stipulated that the

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates:

This is a Federally assisted project and Davis-Bacon will be enforced. Federal and State wage rates are applicable to both the prime Contractor and subcontractors. The higher wage rate between the Federal and State wage determinations will be enforced. The Federal Labor Standards Provisions (Form HUD-4010) and the Federal Wage Determination are incorporated into these Provisions. They are considered a physical part of the Contract Agreement and full compliance will be enforced. The same Federal language and wage determinations will be included in an Agreement resulting for the original Agreement.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

**City Business License Forms and
Vendor Data Sheet**

BID PROPOSAL

Bidders Name All American Asphalt

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF STANTON:

The undersigned, as bidder, declares that: (1)-this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein as sworn in the attached Non-Collusion Affidavit; (2)-bidder has carefully examined the project Plans, Specifications, Instructions To Bidders, Proposal, Notice Inviting Sealed Bids and all other contract documents and information furnished therefore and the site of the proposed work; and (3)-bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the City Council of the CITY OF STANTON, to perform said proposed work in accordance with the Plans, if any, and the terms of the Specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said Specifications, for the following stated unit prices or lump sum price as submitted on the Bid Sheet herein.

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record. This Safety Record must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each such partnership, joint venture, or corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like to be taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

Accompanying this proposal is Bidder's Bond (Insert "cash", "a Cashier's Check", "a certified check", or "a Bidder's Bond in the form furnished by the City", as the case may be) in the amount of \$ 10%, an amount equal to at least ten percent (10%) of the total aggregate bid price based on the quantities shown and the unit prices quoted. The undersigned bidder agrees that should bidder be awarded the Contract on the basis hereof and thereafter fail or refuse to enter into a Contract and provide the required evidence of insurance and bonds within fourteen (14) calendar days after written notice of the award, the cash, check or bond shall be forfeited to the city in accordance with Public Contract Code section -20172, except as otherwise provided in Public Contract Code section -20174. The undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials and supplies for this project in accordance with the Specifications, Plans other Contract Documents which are on file in the office of the City Engineer of the CITY OF STANTON, to the satisfaction and under the direction of the Director of Public Works, at the following prices:

BID SHEET

2019 CITYWIDE STREET RESURFACING PROJECT

BIDDERS NAME: All American Asphalt

PRINT or Type

BID SCHEDULE A					
2019 CITYWIDE STREET RESURFACING PROJECT					
#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
A-1	Mobilization, Demobilization, and Cleanup	1	LS	\$ 40,800.00	\$ 40,800.00
A-2	Surveying & Monument Preservation	1	LS	\$ 16,000.00	\$ 16,000.00
A-3	Traffic Control & Noticing	1	LS	\$ 20,000.00	\$ 20,000.00
A-4	Remove Existing and Construct ADA Compliant Curb Ramp	19	EA	\$ 3,300.00	\$ 62,700.00
A-5	Remove Existing and Construct ADA Compliant 4" PCC Walk	400	SF	\$ 22.30	\$ 8,920.00
A-6	Install Surface Mounted Truncated Domes	3	EA	\$ 1,140.00	\$ 3,420.00
A-7	Remove Existing and Construct ADA Compliant Curb and Gutter at Curb Ramp:	2	EA	\$ 5,100.00	\$ 10,200.00
A-8	Grind Ramp Lip to 0" Curb Face	2	EA	\$ 1030.00	\$ 2,060.00
A-9	1.5" Uniform Depth AC Cold Mill	652,700	SF	\$ 0.23	\$ 150,121.00
A-10	Weed Abate & Crack Seal	1	LS	\$ 27,000.00	\$ 27,000.00
A-11	Localized Pavement Removal and Replacement (4" Uniform Depth AC Cold Mill and 4" AC Base Paving Course)	63,600	SF	\$ 3.20	\$ 203,520.00
A-12	Construct 1.5" FRAC Overlay	6,200	TON	\$ 89.60 \$ 89.60	\$ 555,520.00
A-13	Adjust Monument Well Frame and Cover to Grade	1	EA	\$ 870.00	\$ 870.00
A-14	Adjust Water Valve Can and Lid to Grade	44	EA	\$ 132.00	\$ 5,808.00
A-15	Adjust Water Valve Frame and Cover to Grade	9	EA	\$ 340.00	\$ 3,060.00

BID SCHEDULE A

2019 CITYWIDE STREET RESURFACING PROJECT

#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
A-16	Adjust Sewer/Storm Drain Manhole Frame & Cover to Grade	95	EA	\$ 418.00	\$ 39,710.00
A-17	Install Type E or Type E (Modified) Traffic Loop	84	EA	\$ 240.00	\$ 20,160.00
A-18	Traffic Signing, Striping, Markings and Legends	1	LS	\$ 37,000.00	\$ 37,000.00

Total Base Bid Schedule A in NUMBERS:	1, 206, 869.00
----------------------------------------------	----------------

Total Base Bid Schedule A in WORDS:	One Million Two Hundred Six Thousand Eight Hundred Sixty Nine Dollars	Dollars
	and Zero	Cents

**ADDITIVE ALTERNATE BID SCHEDULE B
2019 CITYWIDE STREET RESURFACING PROJECT**

#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
B-1	Added Localized Pavement Removal and Replacement (4" Uniform Depth AC Cold Mill and 4" AC Base Paving Course)	10,000	SF	\$ 5.00	\$ 50,000.00

Total Alt. Bid Schedule B in NUMBERS:	\$ 50,000.00
----------------------------------------------	--------------

Total Alt. Bid Schedule B in WORDS:	Fifty Thousand	Dollars
	and Zero	Cents

Total Base Bid Schedule A + Alternate Bid Schedule B in NUMBERS:	1,256,869.00
-------------------------------------------------------------------------	--------------


Total Base Bid Schedule A + Alternate Bid Schedule B in WORDS:	One Million Two Hundred Fifty Six Thousand Eight Hundred Sixty Nine	Dollars
	and Zero	Cents

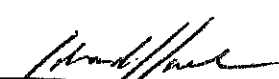
NOTE. The City reserves the right to award a contract in parts or in its entirety or for various alternates and reserves the right to reject all bids and re-advertise, as appears to be in its best interests of the City. A bid is required for this entire work, the estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.


The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents.

The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No.- 267073, Class A (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder	All American Asphalt
Business Address	400 East Sixth Street; Corona, CA 92879
Business Tel. No.	(951) 736-7600

 8-1-19
Signature Mark Luer Date Title President

 8-1-19
Signature Edward J. Carlson Date Title Vice President

 8-1-19
Signature Michael Farkas Date Title Secretary

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

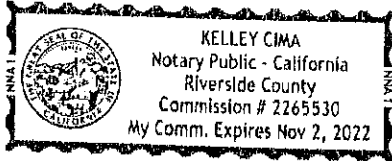
On 08/01/2019 before me, Kelley Cima, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson and Michael Farkas
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Kelley Cima
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Proposal

Document Date: 08/01/2019 Number of Pages: Five (5)

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: Michael Farkas

- Individual
- Corporate Officer — Title(s): Secretary
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE §

1189

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State of California

County of Riverside

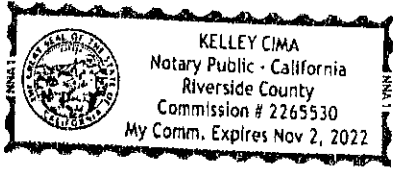
On 08/01/2019 before me, Kelley Cima, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Mark Luer
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Kelley Cima
Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document Bid Proposal

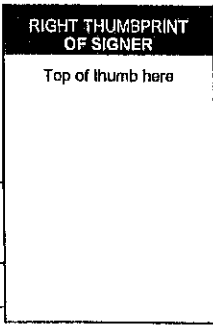
Document Date: 08/01/2019 Number of Pages: Five (5)

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Luer

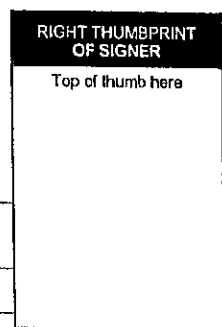
- Individual
- Corporate Officer — Title(s): President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing: _____

INFORMATION REQUIRED OF BIDDER

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation: All American Asphalt

Business Address: 400 East Sixth Street; Corona, CA 92879

Telephone and Fax Number: (951) 736-7600 (951) 736-7646

California State Contractor's License No. and Class: 267073 Class A, C-12

(REQUIRED AT TIME OF AWARD)

Original Date Issued: 01/19/71 Expiration Date: 01/31/2020

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

Cody Cawryluk; Project manager

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
Mark Luer	President	400 East Sixth Street Corona, CA 92879	(951) 736-7600
Edward J. Carlson	Vice President	400 East Sixth Street Corona, CA 92879	(951) 736-7600
Michael Farkas	Secretary	400 East Sixth Street Corona, CA 92879	(951) 736-7600

Corporation organized under the laws of the State of California

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

N/A

All current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this proposal are as follows:

N/A

For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with project owners (public agencies, private companies, etc...) in the past five years (Attach additional Sheets if necessary) provide:

Provide the names, addresses and telephone numbers of the parties;

N/A

Briefly summarize the parties' claims and defenses;

N/A

State the tribunal (i.e., Superior Court, American Arbitration Association, etc.) the matter number and outcome.

N/A

Have you ever had a contract terminated by the owner/agency? If so, explain. No

Have you ever failed to complete a project? If so, explain. No

Have you ever been terminated for cause and then had it converted to a "termination of convenience"? If so, explain.

No

For any projects you have been involved with in the last 5 years did you have any claims or actions:

Circle One

1. By you against the owner?
Yes / No
2. By the owner against you?
Yes / No
3. By any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc..)
Yes / No
4. By Subcontractors (Stop Notices, etc.)
Yes / No

5. Are any claims or actions unresolved or outstanding? Yes / No

If yes to any of the above, explain. (Attach additional sheets, if necessary)

N/A

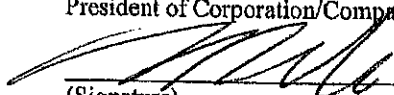
Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

Please See Attached
Subscribed and sworn to before me By
This _____ day of _____, 20_____

(Signature of Notary Republic)

(SEAL)

(print name of Owner or
President of Corporation/Company)


(Signature)

Mark Luer, President

(Title)

8/1/2019

(Date)


(Signature of Secretary of Corporation)
Michael Farkas, Secretary

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

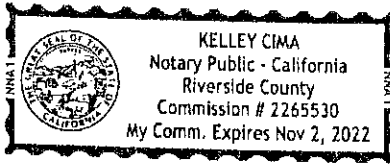
State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 1st day of August, 2019.

By (1) Mark Luer
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (.)



(and

(2) Michael Farkas
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)

Place Notary Seal Above

Signature Kelley Cima
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document
Information Required of Bidder

Document Date: 08/01/2019 Number of Pages: 3

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

REFERENCES

(Contractor must use this form!!! Please print or type).

Bidders Name All American Asphalt

FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.

For all public agency projects you have worked on (or are currently working on) in the past 2 years in excess of \$15,000, provide the following information:

1
Project Name/Number Alessandro Blvd
Project Description Street Improvements
Approximate Construction Dates From to 05/2018 - 11/2018
Agency Name City of Moreno Valley
Contact Person Henry Ngo Telephone (951) 413-3106
Original Contract Amount \$ \$445,821.50 Final Contract Amount \$ \$445,821.50

If final amount is different from original, please explain (change orders, extra work, etc.)

 N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

 N/A

2
Project Name/Number Aliso Creek Road Rehab
Project Description Road Rehabilitation
Approximate Construction Dates From 05/2018 to 10/2018
Agency Name City of Aliso Viejo
Contact Person Mari Shakir Telephone (949) 425-2556
Original Contract Amount \$ \$657,770.00 Final Contract Amount \$ \$657,770.00

If final amount is different from original, please explain (change orders, extra work, etc.)

N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

N/A

3

Project Name/Number Van Buren Blvd

Project Description Pavement Rehab

Approximate Construction Dates From 08/2018 to 09/2018

Agency Name City of Jurupa Valley

Contact Person Chase Keys Telephone (951)332-6464

Original Contract Amount \$ \$781,845.00 Final Contract Amount \$ \$781,845.00

If final amount is different from original, please explain (change orders, extra work, etc.)

N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

N/A

4

Project Name/Number Irwindale 2017-2018 Resurfacing Project

Project Description Resurfacing Project

Approximate Construction Dates From 07/2018 to 08/2018

Agency Name City of Irwindale

Contact Person Richard Corpis Telephone (626) 430-2200

Original Contract Amount \$ 285,503.10 Final Contract Amount \$ 285,503.10

If final amount is different from original, please explain (change orders, extra work, etc.)

N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

N/A

5

Project Name/Number Pine Canyon Road

Project Description Road Rehabilitation

Approximate Construction Dates From 06/2018 to 11/2018

Agency Name County of Los Angeles

Contact Person Hoda Hassan Telephone (626) 458-3144

Original Contract Amount \$ 3,288,999.00 Final Contract Amount \$ 3,288,999.00

If final amount is different from original, please explain (change orders, extra work, etc.)

N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

N/A

6

Project Name/Number 2017-2018 Street Resurfacing Project

Project Description Street Improvements

Approximate Construction Dates From 03/2018 to 09/2018

Agency Name City of Rolling Hills Estates

Contact Person Scott Gibson Telephone (909) 210-0548

Original Contract Amount \$ 1,203,292.50 Final Contract Amount \$ 1,203,292.50

If final amount is different from original, please explain (change orders, extra work, etc.)

N/A

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

N/A

Attach additional sheets if necessary.

Upon request, the Contractor may be required to attach a financial statement and other information sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.

Edward Ryu

Project Manager, Estimator

24980 Pine Mountain Ter
Corona, CA 92883
(858) 776-8840
ryuounce@gmail.com

EXPERIENCE

All American Asphalt, Corona CA - Project Manager

May 2016 - PRESENT

Estimator & Project Manager

SNC Engineering Inc, Norwalk CA - Vice President

February 2009 - April 2016

Project Manager and LA & Phil branch offices Manager

Korea Army Engineering Dept, South Korea- Officer

July 2005 - June 2007

Construction Manager, Field Inspector & Company executive officer

EDUCATION

Korea Army Engineering School, Korea

March 2005 - June 2005

Passed the course as the 3rd place

University of Seoul, Korea - Bachelor of Science

March 2001 - February 2005

Bachelor of structural engineering

PROJECTS

Pavement Repair - Montebello, CA

August 2017 - PRESENT

Annual Slurry Seal Project - Dana Point, CA

July 2017 - PRESENT

LADWP Crenshaw Center - Los Angeles, CA

July 2017 - PRESENT

LICENSE

Structural Engineer - Korea

AutoDesk Cad Level#2

Field Inspector - Korea Army

SKILLS

TakeOff



RFI



COR



Bluebeam



BIM Coordination



AutoDesk Cad



Tekla



Navisworks



Revit



Photoshop



Central Ave & Tamarack Ave Imp - Brea, CA

June 2017 - PRESENT

Pipeline Ave Raised Median - Chino Hills, CA

June 2017 - PRESENT

Desert Club & Montezuma Rehab - La Quinta, CA

June 2017 - PRESENT

Pavement Repair - Claremont, CA

June 2017 - PRESENT

CDBG Street Improvement - Highland, CA

May 2017 - PRESENT

Route#60 Rehabilitation - Moreno Valley, CA

May 2016 - PRESENT

Route#18 Rehabilitation - Running Springs, CA

May 2016 - PRESENT

Residential Street Rehab - West Covina, CA

April 2017 - June 2017

Alexander St Improvement - San Fernando, CA

April 2017 - June 2017

LADWP Paving - Los Angeles, CA

June 2017 - June 2017

La Crescenta E/S - La Crescenta, CA

January 2016 - PRESENT, 2 Stories Bldg

Paseo Del Norte - Carlsbad, CA

January 2016 - PRESENT, 2 Stories Medical Office Bldg

Nordstrom Century - Los Angeles, CA

December 2015 - PRESENT, 3 Stories Bldg Shopping Mall

Fremont E/S - Glendale, CA

December 2015 - PRESENT, 2 Stories Bldg

Building O - Bakersfield, CA

December 2015 - PRESENT, 4 Stories Office Bldg

Northbay Medical Center - Fairfield, CA

October 2015 - PRESENT, 3 Stories Medical Bldg

Restoration Hardware - Seattle, WA

September 2015 - PRESENT, 4 Stories Bldg

MS Word



MS Excel



MS Powerpoint



Computer Hardware



LANGUAGES

English, Korean

Coresite SV7 - Santa Clara, CA

August 2015 - PRESENT, 4 Stories Office Bldg

Provo Missionary Training Center - Provo, UT

June 2015 - PRESENT, 3 Bldgs of 6 Stories

Butler E/S - Cottonwood Heights, UT

October 2015 - PRESENT, 2 Stories Bldg

Coresite SV6 - Santa Clara, CA

April 2015 - September 2015, 2 Stories Office Bldg

The Buckley School - Sherman Oaks, CA

March 2015 - October 2015, 2 Stories Bldg

Shriners Medical Center - Pasadena, CA

March 2015 - October 2015, 2 Stories Bldg

USC HSC Housing - Los Angeles, CA

January 2015 - June 2015, 5 Stories Bldg

South Region H/S - Maywood, CA

December 2014 - December 2015, 5 Bldgs

Sony 8 Story Bldg - Culver City, CA

September 2014 - August 2015, 8 Stories Bldg

Shriners Medical Center - Pasadena, CA

March 2015 - October 2015, 2 Stories Bldg

University Parkway - Orem, UT

July 2014 - PRESENT, 5 Stories Shopping Mall

Simi Valley Town Center - Simi Valley, CA

August 2014 - July 2015, 1 Story Bldg

Universal Studio #459 - Los Angeles, CA

February 2014 - October 2014, Theme Park

Nordstrom Del Amo - Torrance, CA

July 2014 - April 2015, 2 Stories Shopping Mall

LAX TBIT Renovation - Los Angeles, CA

December 2013 - August 2015, Airport Renovation

Universal Studio Harry Potter - Los Angeles, CA

September 2013 - March 2015, Theme Park

LAX Light Ribbon - Los Angeles, CA

October 2012 - April 2013, Light Support Structure

LAX TBIT Canopy + Entry - Los Angeles, CA

May 2012 - May 2013, Street & Entry Canopy Structure

DESIGNATION OF SURETIES

Bidders name All American Asphalt

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

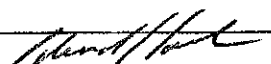
Broker: Fidelity and Deposit Company of Maryland
777 S Figueroa St # 3900
Los Angeles, CA 90017

Agent: Owen M. Brown Insurance
Millennium Corporate Solutions
5530 Trabuco Rd
Irvine, CA 92620

ACKNOWLEDGEMENT OF ADDENDA

Bidders name All American Asphalt

The bidder shall signify receipt of all Addenda here, if any:

Addendum No.	Date Received	Signature
2	8-6-19	 Edward J. Carlsson, Vice President

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bidders Name All American Asphalt

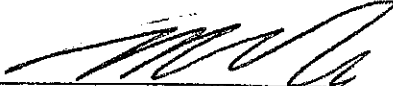
Record Last Five (5) Full Years
Current Year of Record

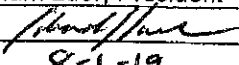
	Current Year of Record	2018	2017	2016	2015	2014	Total	Year
No. of contracts	579	1,142	1,195	1,051	931	841	5,739	5,739
Total dollar Amount of Contracts (in Thousands of \$)	171,981	325,827	350,276	265,604	258,979	270,240	1,642,907	1,642,907
No. of fatalities	0	1	0	0	0	0	1	1
No. of lost Workday Cases	0	16	16	18	16	15	81	81
No. of lost workday cases involving permanent transfer to another job or termination of employment	0	3	4	8	3	5	23	23


The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder All American Asphalt
 Business Address: 400 East Sixth Street; Corona, CA 92879
 Business Tel. No.: (951) 736-7600
 State Contractor's License No. and Classification: 267073 Class A, C-12
 Title Mark Luer, President

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of bidder 
 Date 8-1-19
 Title Mark Luer, President

Signature of bidder 
 Date 8-1-19
 Title Edward J. Carlson, Vice President

Signature of bidder 
 Date 8-1-19
 Title Michael Farkas, Secretary

Signature of bidder _____
 Date _____
 Title _____

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by notarized signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners/joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

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

State of California

County of Riverside

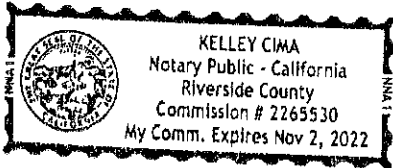
On 08/01/2019 before me, Kelley Cima, Notary Public
Date Here insert name and Title of the Officer

personally appeared Edward J. Carlson and Michael Farkas
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Kelley Cima
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Contractor' Industrial Safety Record

Document Date: 08/01/2019 Number of Pages: Two (2)

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer — Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt

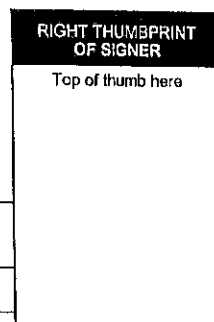


Signer's Name: Michael Farkas

- Individual
- Corporate Officer — Title(s): Secretary
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE §

1189

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

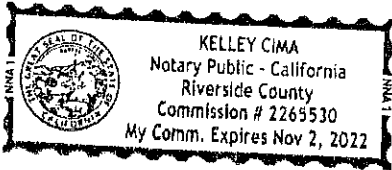
State of California

County of Riverside

On 08/01/2019 before me, Kelley Cima, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Mark Luer
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.



Place Notary Seal Above

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 Kelley Cima
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Contractor' Industrial Safety Record

Document Date: 08/01/2019 Number of Pages: Two (2)

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Luer

- Individual
- Corporate Officer — Title(s): President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing:

All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing:

NON-COLLUSION AFFIDAVIT
 (TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California)
) SS.
)
 County of Riverside)

Mark Luer , being first duly sworn, deposes and says that he or she is President of All American Asphalt , the party making the foregoing bid, in accordance with Public Contracts Code Section 7106, declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Project Name: 2019 Citywide Street Resurfacing Project

Legal Business Name of Bidder All American Asphalt

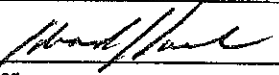
Business Address 400 East Sixth Street; Corona, CA 92879

Business Tel. No. (951) 736-7600

Signature of bidder 

Title Mark Luer, President

Date: 8-1-19

Signature of bidder 
Edward J. Carlson, Vice President

Title 8-1-19

Date: Please See Attached

Subscribed and Sworn to before me on

(Notary Seal)

Signature Notary Public

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

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 1st day of August, 2019,
Date Month

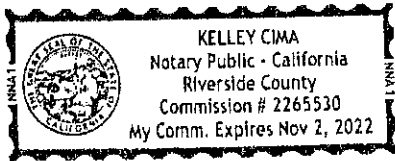
By (1) Mark Luer,
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me (.) (.)

(and

(2) Edward J. Carlson
Name of Signer

Proved to me on the basis of satisfactory evidence be the person who appeared before me.)



Signature *Kelley Cima*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document
Non-Collusion Affidavit

Document Date: 08/01/2019 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

LIST OF SUBCONTRACTORS TO ACCOMPANY PROPOSAL

In compliance with the provisions of Public Contract Code Section-4104, the undersigned bidder submitting this bid proposal sets forth the name, place of business and the portion of the work to be performed by: (1)-each subcontractor who will perform work or labor or render service to the bidder (as general contractor) in or about the construction of the work or improvement; and (2)-each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid or, in the case of bids or offers for the construction of streets, highways or bridges, in excess of one-half of one percent of the bidder's total bid.

Subcontractor's Name, Address, Telephone #	Bid Item Number	Percent Of Total Bid	Description of Work	Percent of Total Bid
Caseland Surveying 614 N Edcott St, Orange 92863 714-626-8948	A-2	1.23%	Survey L5411 1000001593	1.23%
Pavement Rehab 1181 Princess Ct, Costa Mesa 92626 714-238-1444	A-10	1.58%	Crack Seal 1051374 - License 1000064823 - DIR	1.58%
Smithson Electric 1938 E Katella Ave, Orange 92867 714-992-9556	A-17	1.54%	Traffic Loops 64518 - License 1000001610 - DIR	1.54%
Superior Pavement Markings 5312 Cypress St, Cypress 90630 714-995-9100	A-18	2.89%	Striping 776306 - License 1000001476 - DIR	2.89%

Bond No. 08597423
Bid Date: 08/06/2019

Bond Premium N/A

BID BOND
TO ACCOMPANY PROPOSAL

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Stanton, has issued an invitation for bids for the work described as follows:
2019 Citywide Street Resurfacing Project

WHEREAS All American Asphalt
400 East Sixth Street, Corona, CA 92879

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and Fidelity and Deposit Company of Maryland
777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of Ten Percent of Total Amount Bid

Dollars (\$ 10% of Bid), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.


Dated: July 22, 2019

"Principal"

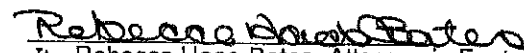
Surety"

All American Asphalt

Fidelity and Deposit Company of Maryland

By: 

Its Mark Luer, President

By: 

Its Rebecca Haas-Bates, Attorney-in-Fact

By: _____
Its _____

By: _____
Its _____

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

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

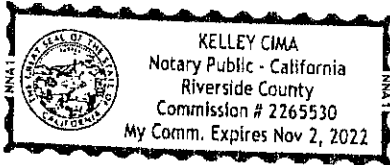
State of California

County of Riverside

On 08/01/2019 before me, Kelley Cima, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Mark Luer
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Kelley Cima
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document Bid Bond

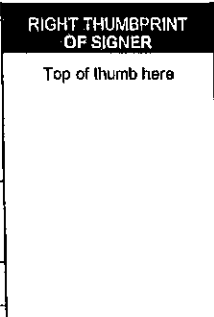
Document Date: 07/22/2019 Number of Pages: Two (2)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(ies) Claimed by Signer(s)

Signer's Name: Mark Luer

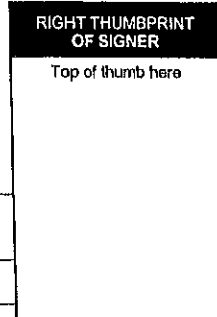
- Individual
- Corporate Officer — Title(s): President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:
All American Asphalt

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____



Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

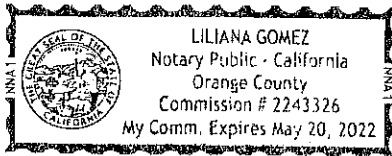
On 07/22/2019 before me, Liliana Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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 Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 07/22/2019
Number of Pages: Two (2) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

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

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of July, 2019.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

PREBID SITE INSPECTION CERTIFICATION

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside Contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

BIDDER:

All American Asphalt

Date:

8-1-19

Persons who inspected site of the proposed work for your firm:

Name Edward Ryu

Date of Inspection 08/05/2019

Title Project Manager

Name _____

Date of Inspection _____

Title _____


CITY OF STANTON
PUBLIC WORKS DEPARTMENT



ADDENDUM NO. 1

2019 Citywide Street Improvement Resurfacing Project

DATE: August 05, 2019

BY: 
Public Works Director/City Engineer

TO: ALL PLAN HOLDERS

1. Notice Inviting Sealed Bids:

This Addendum is issued to postpone the bid opening to **Thursday, August 8th, 2019 at 2:00 p.m.**

2. Specification: Book II and Book III missing pages (even numbers) have been added.

END

ADDENDUM No. 1

Bidders must sign this Addendum No. 1 and submit with bid. No bid will be considered unless this signed Addendum No. 1 is attached.

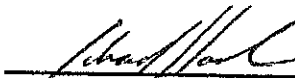
I have carefully examined this Addendum and have included full payment in my Proposal.

All American Asphalt

Bidder's Name (Please Print)

8-6-19

Date

 Edward J. Carlson, Vice President

Authorized Signature & Title

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 27, 2019

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE SEWER CONDITION IMPROVEMENT PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

The single bid received for the Sewer Condition Improvement Project was opened on August 19, 2019. Based on the post-bid analysis, staff recommends the bid submitted by Charles King Company to be responsible and responsive.

The construction cost for the Sewer Condition Improvement Project is estimated at \$490,963.20, which includes a 10-percent contingency and 10-percent for construction management services.

RECOMMENDED ACTION:

1. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approve the plans and specifications for the Sewer Condition Improvement Project; and
3. Award a construction contract for the Sewer Condition Improvement Project to the lowest responsible bidder, Charles King Company, for the amount of \$409,136.00; and
4. Authorize the City Manager to bind the City of Stanton and Charles King Company in a contract for the construction of the Sewer Condition Improvement Project; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

BACKGROUND:

The City’s Sewer Master Plan identifies both condition improvement recommendations and capacity improvement recommendations. The Sewer Condition Improvement Project will address the nine highest condition deficiencies classified as “severe” and “major”. The nine locations have experienced numerous sewer issues in the past several years and the City’s Sewer Master Plan recommends this project as high priority for the improvements.

The estimated project cost of \$490,963.20 is as follows:

Base Bid (Charles King Company)	\$ 409,136.00
Construction Contingency (10%)	\$ 40,913.60
Construction Management Cost (10%)	\$ 40,913.60
<hr/> Total Estimated Project Cost (rounded up to nearest hundred)	<hr/> \$ 490,963.20

This project will require construction management services which are expected to cost approximately 10-percent of the contract cost which has been included in the table above. The contract for construction management services will be brought back before City Council when a pre-qualified firm has been selected to perform the services.

ANALYSIS/JUSTIFICATION:

The project was advertised for bids on August 1, 2019. Notices announcing the solicitation of bids for this project were posted local on F.W. Dodge publication known as the “Green Sheets” and on Bid America. Staff also sent the notice inviting bids to local contracting companies familiar with the City that have bid on similar projects locally.

The bids were publicly opened on August 19th, 2019 at 2:00 p.m. A single bid was received:

Rank	Company	Bid
1	Charles King Company	\$ 409,136.00

Staff has reviewed the submitted bid documents and found Charles King Company in compliance with the contract documents. A check of the references submitted indicates that the bidder has successfully completed similar projects within Southern California. Upon successful execution of the contract documents, the project is expected to begin construction in October. The contractor will have approximately ten (10) weeks to complete the project.

A second potential bidder arrived 20 minutes late after the bid opening concluded. Our staff showed him the Charles King Company bid received to compare bids, but elected to walk away since his bid was higher than the one received by our staff.

FISCAL IMPACT:

This project was budgeted for the FY 19/20 Capital Improvement Program. Funds for the project are available in the Sewer Maintenance Fund account number 501-3700-730105. This project will not have any impact on the General Fund.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c as replacement of existing facilities.

LEGAL REVIEW:

None.

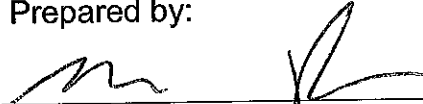
PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

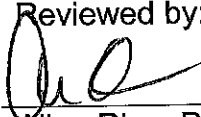
3 - Provide a quality infrastructure.

Prepared by:



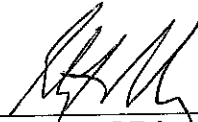
Guillermo Perez
Associate Engineer

Reviewed by:



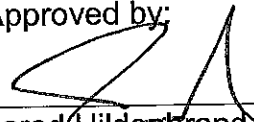
Allan Rigg, P.E. AICP
Director of Public Works

Concur:



Stephen Parker, CPA
Assistant City Manager

Approved by:



Jarad Hildenbrand
City Manager

Attachments:

- 1) Sewer Condition Improvement Project Contract
- 2) Copy of Bid

**CITY OF STANTON
CONTRACT**

Sewer Condition Improvement Project

I.

This Contract is made and entered into on the 27th Day of August, 2019 by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and Charles King Company ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

The complete Contract includes all of the Contract Documents, to wit:

- A. Advertisement for Bids
- B. Information for Bidders
- C. Bid, dated
- D. Payment Bond
- E. Contract Performance Bond
- F. Certificates of Insurance, Certified Copies of Insurance Policies, and Endorsements
- G. Certified Copy of the record of action of the City Council of City of Stanton, Stanton, California.
- H. Latest Edition, Standard Specifications for Public Works Construction.

Each of such documents in their entirety are incorporated herein by this reference as if set forth in full.

II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$ 409,963.20.

III. BONDS

Contractor shall furnish a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the Contract Price, and a Faithful Performance Bond in an amount equal to one-hundred percent (100%) of the Contract Price, said bonds to be secured from a surety company admitted and authorized to do business in California as such.

IV. INDEMNITY

Contractor and City agree that City, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs, or any other cost arising out of or in any way related to the performance of this agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that City would not enter into this agreement in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

To the full extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its employees, agents, and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged or threaten, actual attorney fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually or impliedly, in whole or in part to the performance of this agreement. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of City under any provision of this agreement or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to conduct of the City.

Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is less than the sole fault of City. Contractor has no obligation under this agreement for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

The obligations of Contractor under this or any other provision of this agreement will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statues or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor

or any other person or entity involved by, for, with or on behalf of Contractor in the performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this agreement or this section.

V. INSURANCE

The Contractor shall secure and maintain throughout the term of the Contract the following types of insurance with limits as shown:

Workers Compensation - A program of Workers Compensation Insurance or a State-approved self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employers Liability with One-Million Dollars (\$1,000,000.00) limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

General Liability - Such general liability insurance shall be written with a limit of liability of not less than Two-Million Dollars (\$2,000,000.00) combined single limits for damages arising out of bodily-injury, including sickness and death, injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

Vehicle Liability - Such vehicle liability insurance shall be written with a limit of liability of not less than One-Million Dollars (\$1,000,000.00) combined single limits for all bodily injury, including sickness and death or injury to or destruction of property of others, arising directly or indirectly out of or in connection with the performance of the Work under the Contract Documents including explosion, collapse, and underground exposure.

If the City determines to require the Contractor to procure such insurance, such insurance shall cover as insureds under all policies excepting workers compensation the City, its officers, employees, and agents. The policy or policies for such insurance may provide for a deductible amount not to exceed five percent (5%) of the Contract Price. As provided in Section 7105 of the California Public Contract Code, the Contractor is responsible for the cost of repairing or restoring work up to five percent (5%) of the contract amount.

All insurers shall be admitted and authorized to do business in California as insurance carriers.

Contractor shall immediately furnish certificates of insurance and the Contractor shall provide certified copies of all policies and endorsements to the City evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the City, and shall maintain such insurance from the time Contractor commences performances of services hereunder until the completion of such services. Within thirty (30) days of award of the contract, Contractor shall provide City with certified copies of all insurance policies required hereunder.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation Insurance coverage and liability coverage, if applicable, shall obtain additional endorsements covering the City and its officers, employees, and agents, as insureds with respect to liabilities arising out of the performance of services hereunder.

The Contractor shall require the carriers of the above required coverage's to waive all rights of subrogation against the City, its officers, employees, contractors, agents, and subcontractors.

All policies required above are to be primary and noncontributing with any insurance or self-insurance programs carried or administered by the City.

VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of four hundred and ninety thousand, nine hundred sixty three dollars and twenty cents (\$490,963.20) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within Eighty (80) working days. City and Contractor have discussed the provisions of Government Code Section 53069.85 and the damages which may be incurred by City if the Work is

not completed within the time specified in this Contract. The City and Contractor hereby represent that at the time of signing this Contract, it is impracticable and extremely difficult to fix the actual damage which will be incurred by City if the Work is not completed within the number of calendar days allowed. Accordingly, City and Contractor agree that the sum of One Thousand Dollars (\$1,000.00) per day is a reasonable sum to assess as damages to City by reason of the failure of Contractor to complete the Work within the time specified.

VIII. MISCELLANEOUS

The Contractor acknowledges that, in accordance with Section 1777.5 of the State Labor Code, he/she will be held responsible for compliance with the provisions of this Section for all apprenticeable occupations.

The Contractor hereby waives for himself/herself and for Contractor's Subcontractors any right Contractor may now or in the future possess in relation to this Contract and these Contract Documents and the work thereunder, to utilize the provisions of Civil Code Section 47(b) in any action, proceeding, or prosecution pursuant to California False Claims Act, Government Code Section 12650 et seq.

IX.

Contractor acknowledges and agrees that Contractor must have all appropriate contractor's licenses. Contractor further warrants and represents that he/she/they has/have the appropriate contractor's license to perform the work hereunder. Contractor's failure to have or maintain all appropriate licenses during the entire term of this contract, or any period thereof, shall be cause for the immediate and summary termination of this Contract by City. Contractor shall be liable for all City's costs to complete the work and this Contract.

X.

The person or persons executing this Contract on behalf of Contractor warrants and represents he/she/they has/have the authority to execute this Contract on behalf of his/her/their corporation, partnership, or business entity and warrant and represents that he/she/they has/have the authority to bind Contractor to the performance of its obligations hereunder.

XI.

This Contract contains the completely final, entire, and exclusive agreement between the parties with respect to the subject matter hereof, and no waiver, alteration, or modification of any of the provisions hereof or rights to act hereunder shall be binding unless in writing. Any attempted modification, amendment, or alteration in violation hereof shall be void.

IN WITNESS WHEREOF, each of the parties hereto has caused the Contract to be executed in its name on its behalf by a duly authorized officer as of this day and year first above written.

CITY OF STANTON:

[CONTRACTOR]:

By: _____
CITY MANAGER

By: _____
(Corporate Officer)

Title: _____

ATTEST:

Print Name: _____

By: _____
CITY CLERK

By: _____
(Corporate Officer)

APPROVED AS TO FORM:

Title: _____

Print Name: _____

By: _____
CITY ATTORNEY

NOTARY REQUIRED

Bond No. _____ Bond Premium _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the City of Stanton (sometimes referred to hereinafter as "Obligee") has awarded Charles King Company (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of work detailed in the plans and specifications complete and in place.

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated August 27th, 2019 (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stanton in the sum of _____ Dollars (\$ _____) said sum being not less than one-hundred percent (100%) of the total amount payable by the said obligee under the terms of the said Public Work's Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the said Principal, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his/her or its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorneys fee to be fixed by the Court.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this day _____ of _____ 20 ____ .

PRINCIPAL:

By: _____

SURETY:

By: _____
Attorney-in-Fact

The rate of premium on this bond is \$ _____ per thousand.

The total amount of premium charged, \$ _____. (The above must be filled in by corporate surety.)

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Departments most current list (Circular 570 as amended). THIS IS A REQUIRED FORM.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 20 _____, before me, _____, a Notary Public in and for said State, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact _____ of the _____ (Surety) and acknowledged to me that he/she subscribed the name of the _____ (Surety) thereto and his/her own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal to the within bond; that _____ who signed the said bond on behalf of the principal was then of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing bond.

Signature

(CORPORATE SEAL)

Bond No. _____ Bond Premium _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the City of Stanton (referred to hereinafter as "Obligee") has Charles King Company (hereinafter designated as the "Contractor"), a contract dated August 27, 2019, for work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of work detailed in the plans and specifications complete and in place.

WHEREAS said Contractor is required to furnish a bond in connection with said Public Works Contract, and pursuant to Section 3247 of the California Civil Code;

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal and, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ to any and all persons, companies or corporations entitled to file stop notices under Section 3181 of the California Civil Code in the sum of _____ Dollars (\$ _____), said sum being not less than one-hundred percent (100%) of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if said Contractor, his/her or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of said Contractor and his/her Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorneys fee to be fixed by the Court. In addition to the provisions hereinabove, it is agreed that this bond will inure to the benefit of any and all persons, companies and corporations entitled to serve stop notices under Section 3181 of the Code, so as to give a right of action to them or their assigns any suit brought upon this bond.

The Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the said Public Work Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

PRINCIPAL:

By: _____

SURETY: _____

By: _____

Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is financed, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended). **THIS IS A REQUIRED FORM.**

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, in the year 20_____, before me, _____, a Notary Public in and for said State, personally appeared _____, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she subscribed the name of the _____ (Surety) thereto and his/her own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power of attorney to local representatives of the bonding company must be attached hereto.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal to the within bond; that _____ who signed the said bond on behalf of the principal was then of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing bond.

Signature

(CORPORATE SEAL)

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

[Labor Code §§ 1720, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the work to the extent required by law.
3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract."

Date _____ Signature _____

**STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES
CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below (required at time of award):

Business & Professions Code § 7028.15:

(a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefor, except in any of the following cases:

(1) The person is particularly exempted from this chapter.
(2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of

verifying the license status of any person or contractor and the board failed to respond to the inquiry within three business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement.

Failure of the bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

License no.: _____ Class: _____ Expiration date: _____

Date _____ Signature _____

INSURANCE REQUIREMENTS

The Contractor shall at all times during the terms of the Contract carry, maintain, and keep in full force and effect a policy or policies of comprehensive general liability insurance in which the City, along with its City Council and each member thereof, and every officer, official, agent, attorney, employee or volunteer of the City, is the named insured or is named as an additional insured with the Contractor in accordance with the General Provisions. The insurance company issuing such policy(ies) must be acceptable to, and approved by, the City Engineer and City Attorney. Contractor shall maintain limits of no less than Two Million Dollars (\$2,000,000) combined single limit coverage per occurrence for personal injury or death or property loss or damage which may arise from or relate directly or indirectly to the acts, operations or omissions of the performance of the Contractor and/or its subcontractors and/or the employees, agents, officers, officials or volunteers of either, in the performance of this Public Works Contract. Such insurance shall include coverage of no less than One Million Dollars (\$1,000,000) for all automobiles utilized by Contractor's or any subcontractor's employees or agents in the performance of the Contract. Contractor shall also provide an endorsement in the forms included in Book II.

WORKER'S COMPENSATION CERTIFICATE OF INSURANCE

WHEREAS, the CITY OF STANTON has required certain insurance to be provided by

NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time.

1. This certificate is issued to: CITY OF STANTON, City Hall, 7800 Katella Avenue, STANTON, CA 90680-3162.

2. The insureds under such policy or policies are: _____

3. Worker's Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds, as follows:

POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
---------------	----------------	-----------------

4. Said policy or policies shall not be canceled, voided or reduced in coverage or limits of liability, unless and until thirty days' advance written notice thereof has been served upon the City Clerk of the CITY OF STANTON.

By: _____
Its Authorized Representative

**ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE
GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
------------------------------------------------------	-----------------------	---------------------

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> |
| <input type="checkbox"/> General Liability Endorsement | |

12. A deductible or self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____ (if none, so state). The deductible is applicable per claim or per occurrence (check one).

13. This is an occurrence or claims made policy (check one).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: () _____

ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows: The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

1. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
2. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
3. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
4. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
5. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
6. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.
This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162

7. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH LIMITS OF THIS ENDORSEMENT ATTACHES LIABILITY	POLICY PERIOD FROM/ TO
-----------------------------------------------------------------------------------	-------------------------------

Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> |

11. A deductible or self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____ (if none, so state). The deductible is applicable per claim or per occurrence (check one).

12. This is an occurrence or claims made policy (check one).

13. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20_____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: () _____

ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

OFFICIAL TITLE OF PROJECT: _____

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Stanton, its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

Director of Public Works
City of Stanton
7800 Katella Avenue
Stanton, CA 90680-3162

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH LIMITS OF THIS ENDORSEMENT ATTACHES LIABILITY	POLICY PERIOD FROM/TO
-----------------------------------------------------------------------------------	------------------------------

- Following Form
- Umbrella Liability
-

10. Applicable underlying coverages: INSURANCE COMPANY AMOUNT	POLICY NO.
---------------------------------------------------------------------	------------

11. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

12. A deductible or self-insured retention (check one) of \$ _____ applies to all coverage(s) except: _____ (if none, so state). The deductible is applicable per claim or per occurrence (check one).

13. This is an occurrence or claims made policy (check one).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____

I, _____ (print name), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20 _____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: () _____

PREVAILING WAGES

NOTICE IS FURTHER GIVEN that the City Council has obtained the general prevailing rate of per diem wages in accordance with law to be paid for the construction of the above Work and Improvements. The schedule has been obtained from the Director of the Department of Industrial Relations, pursuant to the provisions of Section 1773 of the Labor Code of the State of California, and reference is hereby made to copies thereof on file in the City's Office, which said copies are available to any interested party upon request. Further, a copy shall be posted at each job site during the course of construction. If prevailing wages change within 10 days of the bid opening date, new prevailing wages will be used.

WAGE RATES AND LABOR CODE REQUIREMENTS

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

LEGAL RELATIONS AND RESPONSIBILITY

The Contractor shall keep himself/herself fully informed of all existing and future State and Federal laws and all county and city ordinances and regulations which in any manner affect the conduct of the Work, and all of such orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency is discovered in the Contract Documents or the Contract for the Work in relation to any such law, ordinance, regulation, order, or decree, he/she shall forthwith report the same to the Engineer in writing. He/she shall at all times observe and comply with and shall cause all his/her agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall indemnify, protect, defend, and hold harmless the City, the Engineer, and all of their officers, employees, and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself/herself or his/her employees, agents, or representatives.

The Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of California and especially to Article 2 (Wages); and Article 3 (Working Hours).

- a. The Director of the Department of Industrial Relations has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed, copies of which are maintained at the City's principal office, and are available to any interested party on request. Contractor shall post a copy of said document at each job site. The Contractor shall forfeit to the City a penalty of twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate, and shall in addition pay to each worker for each such day the difference between the prevailing rate and the actual wage paid.
- b. In accordance with Sections 1173.1 and 1773.8 of the Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the Work as such travel and subsistence payments are defined in the applicable collective bargaining assurances filed with the Department of Industrial Relations.
- c. Pursuant to Labor Code Section 1810 *et seq.*, it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.
- d. Pursuant to Labor Code Section 1813, it is stipulated hereby that the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor or by any Subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, unless such worker receives compensation for all hours worked in excess of eight (8) hours at not less than one and one-half (1 1/2) times the base rate of pay, in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2, of the Labor Code.
- e. The Contractor is aware of and will comply with the provisions of Labor Code Sections 1777.5 and 1777.6, as amended effective January 1, 1977, with respect to the employment of apprentices. Pursuant to Section 1777.5, it is hereby stipulated that the

WAGE RATES AND LABOR CODE REQUIREMENTS

Wage Rates:

This is a Federally assisted project and Davis-Bacon will be enforced. Federal and State wage rates are applicable to both the prime Contractor and subcontractors. The higher wage rate between the Federal and State wage determinations will be enforced. The Federal Labor Standards Provisions (Form HUD-4010) and the Federal Wage Determination are incorporated into these Provisions. They are considered a physical part of the Contract Agreement and full compliance will be enforced. The same Federal language and wage determinations will be included in an Agreement resulting for the original Agreement.

Apprentices

Section 1777.5 requires the Contractor or Subcontractor employing tradesmen in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the contract.

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeship trade and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards.

**City Business License Forms and
Vendor Data Sheet**

BID PROPOSAL

Bidders Name Charles King Company

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF STANTON:

The undersigned, as bidder, declares that: (1)-this proposal is made without collusion with any other person, firm or corporation, and that the only persons or parties interested as principals are those named herein as sworn in the attached Non-Collusion Affidavit; (2)-bidder has carefully examined the project Plans, Specifications, Instructions To Bidders, Proposal, Notice Inviting Sealed Bids and all other contract documents and information furnished therefore and the site of the proposed work; and (3)-bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished. Furthermore, bidder agrees that submission of this proposal shall be conclusive evidence that such examination and investigation have been made and agrees, in the event this contract be awarded to bidder, to enter into a contract with the City Council of the CITY OF STANTON, to perform said proposed work in accordance with the Plans, if any, and the terms of the Specifications, in the time and manner therein prescribed, and to furnish or provide all materials, labor, tools, equipment, apparatus and other means necessary so to do, except such thereof as may otherwise be furnished or provided under the terms of said Specifications, for the following stated unit prices or lump sum price as submitted on the Bid Sheet herein.

The bidder shall submit as part of this proposal a completed copy of the Contractor's Industrial Safety Record. This Safety Record must include all construction work undertaken in the State of California by the bidder and any partnership, joint venture or corporation that any principal of the bidder participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of bid submittal. Separate information shall be submitted for each such partnership, joint venture, or corporate or individual bidder. The bidder may attach any additional information or explanation of data which he would like to be taken into consideration in evaluating the safety record. An explanation of the circumstances surrounding any and all fatalities must be attached.

Accompanying this proposal is bid bond (Insert "cash", "a Cashier's Check", "a certified check", or "a Bidder's Bond in the form furnished by the City", as the case may be) in the amount of \$ 10% bid, an amount equal to at least ten percent (10%) of the total aggregate bid price based on the quantities shown and the unit prices quoted. The undersigned bidder agrees that should bidder be awarded the Contract on the basis hereof and thereafter fail or refuse to enter into a Contract and provide the required evidence of insurance and bonds within fourteen (14) calendar days after written notice of the award, the cash, check or bond shall be forfeited to the city in accordance with Public Contract Code section -20172, except as otherwise provided in Public Contract Code section -20174. The undersigned agrees that in the event of such failure, the actual amount of damages to the City would be impractical and extremely difficult to determine.

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby agrees to enter into a contract to furnish all labor, materials and supplies for this project in accordance with the Specifications, Plans other Contract Documents which are on file in the office of the City Engineer of the CITY OF STANTON, to the satisfaction and under the direction of the Director of Public Works, at the following prices:

BID SHEET

Sewer Condition Improvement Project

BIDDERS NAME :

#	DESCRIPTION	ESTIMATED QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
1	Mobilization, Demobilization, and Cleanup	1	LS	\$ 17,760.00	\$ 17,760.00
2	Sheeting, Shoring and Bracing	1	LS	\$ 4,800.00	\$ 4,800.00
3	Traffic Control per CA MUTCD and WATCH Manual, latest editions	1	LS	\$ 8,100.00	\$ 8,100.00
4	Pipe Cleaning and CCTV Inspection	1	LS	\$ 13,100.00	\$ 13,100.00
5	Survey Work During Construction	1	LS	\$ 6,000.00	\$ 6,000.00
6	Sewer Bypassing	1	LS	\$ 3,000.00	\$ 3,000.00
7	Spill Prevention and Emergency Response Plan	1	LS	\$ 1,800.00	\$ 1,800.00
8	Water Pollution Control	1	LS	\$ 5,400.00	\$ 5,400.00
9	Groundwater Dewatering	1	LS	\$ 18,000.00	\$ 18,000.00
10	Cured In Place Pipe (CIPP) Lining of 8" VCP	2340	LF	\$ 46.00	\$ 107,640.00
11	Reconnect Lateral Connection after CIPP Lining	44	EA	\$ 175.00	\$ 7,700.00
12	Point Repair 8" VCP (Trenchless)	41	EA	\$ 2,500.00	\$ 102,500.00
13	Replace 8" VCP (Open Cut)	160	LF	\$ 662.00	\$ 105,920.00
14	Reconnect Lateral Connection after Sewer Main Replacement	3	EA	\$ 522.00	\$ 1,566.00
15	Removal and Replace Concrete Cross Gutter	50	SF	\$ 117.00	\$ 5,850.00

Total Base Bid in NUMBERS: \$ 409,136.00

Total Base Bid in WORDS: Four hundred ninety thousand one hundred ^{thirty} Dollars ^{and} ^{no} Cents

NOTE. The City reserves the right to award a contract in parts or in its entirety or for various alternates and reserves the right to reject all bids and re-advertise, as appears to be in the best interests of the City. A bid is required for this entire work, the estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit

prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.

The undersigned bidder agrees that, if awarded the Contract, bidder will complete all work according to the contract documents.

The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No. 739236, Class A (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder	CHARLES KING COMPANY
Business Address	2841 GARDENA AVE, SIGNAL HILL CA 90755
Business Tel. No.	562-426-2974

 Signature	<u>8/21/9</u> Date	<u>President</u> Title
------------------------------------------------------------------------------------------------	-----------------------	---------------------------

Signature	Date	Title
-----------	------	-------

Signature	Date	Title
-----------	------	-------

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by signatures of the corporation President or Vice President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners, joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

INFORMATION REQUIRED OF BIDDER

Bidder certifies under penalty of perjury under the laws of the State of California that the following information is true and correct:

Name of individual Contractor, Company or Corporation:

Business Address: 2841 GARDENA AVE SIGNAL HILL CA 90755

Telephone and Fax Number: 562-426-2974 FAX 562-426-9714

California State Contractor's License No. and Class: 738236 class A

(REQUIRED AT TIME OF AWARD)

Original Date Issued: 7/97 Expiration Date: 7/31/21

List the name and title/position of the person(s) who inspected for your firm the site of the work proposed in these contract documents:

Scott King, Butch King

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and company or corporate officers having a principal interest in this proposal:

Name	Title	Address	Telephone
<u>Debra King</u>	<u>President</u>	<u>2841 Gardena Ave Signal Hill CA</u>	<u>562-426-2974</u>
<u>Charles King</u>	<u>Vice Pres</u>	<u>2841 Gardena Ave Signal Hill CA</u>	<u>562-426-2974</u>

Corporation organized under the laws of the State of California

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

none

All current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this proposal are as follows:

None

For all arbitrations, lawsuits, settlements or the like (in or out of court) you have been involved in with project owners (public agencies, private companies, etc...) in the past five years (Attach additional Sheets if necessary) provide:

Provide the names, addresses and telephone numbers of the parties;

see attached sheet

Briefly summarize the parties' claims and defenses;

see attached sheet

State the tribunal (i.e., Superior Court, American Arbitration Association, etc.) the matter number and outcome.

see attached sheet

Have you ever had a contract terminated by the owner/agency? If so, explain.

see attached sheet

Have you ever failed to complete a project? If so, explain.

see attached sheet

Have you ever been terminated for cause and then had it converted to a "termination of convenience"? If so, explain.

No

For any projects you have been involved with in the last 5 years did you have any claims or actions?

Circle One

1. By you against the owner?
 Yes No
2. By the owner against you?
 Yes No
3. By any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc.)
Yes / No
4. By Subcontractors (Stop Notices, etc.)
Yes / No

Responses to bid questions:

Owner: Santa Ana Watershed Project Authority

Project: Inland Empire Brine Line Rehabilitation and Improvement Project, Reach V

Case No.: Los Angeles County Superior Court, Case No. BC616589

Charles King Company ("CKC") was the prime contractor on a pipeline lining project for the Santa Ana Watershed Project Authority ("SAWPA"). The project called for cure in place pipe lining of DR 51 PVC pipeline. SAWPA and its consultants provided all design information, including what materials should be used and how the lining process should be performed. Notably, SAWPA's design information called for the same type and thickness of liner to be used in all areas of the existing pipeline, despite significant differences in ovality in different areas.

CKC retained a subcontractor, Spiniello Companies, to perform the lining work. Spiniello began the lining process, but repeatedly was unable to obtain the required results by performing the installation in the manner required by the contract documents. After numerous attempts were unsuccessful, ultimately, Spiniello investigated the issues and determined that SAWPA's specifications were not constructable. This conclusion was reached by contacting experts, industry suppliers and other contractors.

CKC took Spiniello's findings and presented them to SAWPA. SAWPA refused to acknowledge the existence of a problem with the specifications. CKC was unable to locate a supplier to provide materials for use with the lining process, as nearly all of the industry suppliers had already analyzed the problems with the specifications and were unwilling to take the risk of being involved. As a result, CKC had no ability to continue performance on the project without a change to the specification. SAWPA refused to entertain any discussions towards changing the specification, or acknowledge that CKC was unable to find a supplier. Instead, SAWPA simply directed CKC to continue work and withheld payment from CKC. CKC was unable to continue its work, because it could not find a supplier. As a result, SAWPA ultimately terminated CKC and submitted a claim to CKC's performance bond. After thorough investigation, CKC's performance bond denied the claim. Spiniello filed a lawsuit against CKC for lack of payment and against SAWPA for declaratory relief as to the constructability of the project specification. CKC responded with a lawsuit (preceded by a Government Code Claim) containing Spiniello's pass through claim against SAWPA and claims against Spiniello that engaged Spiniello's insurance carrier. SAWPA filed a cross-complaint against CKC in the pending action, asserting a cause of action for breach of contract based on CKC's inability to move forward with the project.

Ultimately, SAWPA completed the project using a sole source contractor and different methods and materials that were not available at the time CKC originally bid the project. After the depositions of the project designer and key personnel at the lining contractor that completed the lining work were taken, the litigation settled at mediation with CKC receiving a significant payment.

5. Are any claims or actions unresolved or outstanding? Yes / No

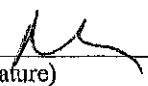
If yes to any of the above, explain. (Attach additional sheets, if necessary)
see previous sheet

Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

Subscribed and sworn to before me by
This 16th day of August, 2019

(print name of Owner or
President of Corporation/Company)

(Signature of Notary Republic)



(Signature)

Debra King - President
(Title)

(SEAL)

8/16/2019
(Date)

see attached jurat

(Signature of Secretary of Corporation)

JURAT

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

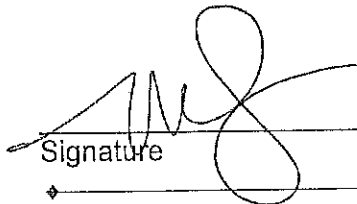
State of California

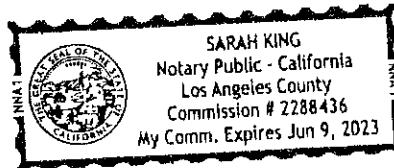
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 16th day of August

20 19 by Debra King

proved to me on the basis of satisfactory evidence to be the person(x) who appeared before me.

Signature  (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

REFERENCES

(Contractor must use this form!!! Please print or type).

Bidders Name Charles King Company

FAILURE OF THE BIDDER TO PROVIDE ALL REQUIRED INFORMATION IN A COMPLETE AND ACCURATE MANNER MAY BE CONSIDERED NON-RESPONSIVE.

For all public agency projects you have worked on (or are currently working on) in the past 2 years in excess of \$15,000, provide the following information:

1.

Project Name/Number Pomona Interceptor Trunk Sewer MH 21 1131 to MH 21 1130 ESR

Project Description bypass, dewatering, CIPP lining

Approximate Construction Dates From to 11/2017 to 12/2017

Agency Name Los Angeles County Sanitation District

Contact Person Patricia Hsia PE Telephone () 310-638-1161

Original Contract Amount \$ 387,603.00 Final Contract Amount \$ 387,603.00

If final amount is different from original, please explain (change orders, extra work, etc.)

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

no

2.

Project Name/Number Joint Outfall B Unit 6H Sewer Rehabilitation

Project Description bypass, CIPP lining, repair of 33" sewer

Approximate Construction Dates From 1/18 to 4/18

Agency Name Los Angeles County Sanitation District

Contact Person Abdul Edouni Telephone () 626-965-8605

Original Contract Amount \$ 448,892 Final Contract Amount \$ 473,792

If final amount is different from original, please explain (change orders, extra work, etc.)

change order

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

3.

Project Name/Number Techite Sewer Replacement

Project Description 15" PVD, rehab VCP, lift station, diversion structures

Approximate Construction Dates From 9/2017 to 11/2018

Agency Name Padre Dam Municipal Water District

Contact Person Michel Hindle Telephone () 619-258-4632

Original Contract Amount \$ 1,832,400 Final Contract Amount \$ 1,939,364

If final amount is different from original, please explain (change orders, extra work, etc.)

change order, extra work

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

4.

Project Name/Number District 6 Trunk Sewer Relief (Newport Beach)

Project Description bypass, rehab, pipe bursting, CIPP install

Approximate Construction Dates From 11/2016 to 6/2019

Agency Name Orange County Sanitation District

Contact Person Adam Nazaroff Telephone () 714-593-7854

Original Contract Amount \$ 3,699,301 Final Contract Amount \$ 4,177,092

If final amount is different from original, please explain (change orders, extra work, etc.)

change order

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

5.

Project Name/Number Knoll Road Sewer Replacement

Project Description sewer

Approximate Construction Dates From 5/16 to 6/16

Agency Name Otay Water District

Contact Person Carlos Fimbres Telephone () 760-744-2738

Original Contract Amount \$ 157,280 Final Contract Amount \$ 157,280

If final amount is different from original, please explain (change orders, extra work, etc.)

n/a

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

6.

Project Name/Number On-Call For Wet Utilities

Project Description various types of sewer & water repairs (on-call basis)

Approximate Construction Dates From 4/2016 to 2/2019

Agency Name Port of Long Beach

Contact Person Ruben Trigueros Telephone () 562-283-7273

Original Contract Amount \$ 4,100,000 max for Final Contract Amount \$ n/a
duration of contract

If final amount is different from original, please explain (change orders, extra work, etc.)

N/a

Did you file any claims against the Agency? Did the Agency file any claims against you/Contractor? If yes, briefly explain and indicate outcome of claims.

No

Attach additional sheets if necessary.

Upon request, the Contractor may be required to attach a financial statement and other information sufficiently comprehensive to permit an appraisal of the Contractor's current financial conditions.

Attach to this Bid the experience resume of the person who will be designated as General Construction Superintendent or on-site Construction Manager for the Contractor.

Scott King

Experience

Over 20 years of experience in public works contracting, with an emphasis on pipeline replacement/ repair projects. Extensive experience with all phases of sewer repair projects including CIPP lining, sewer bypass, shoring & excavation and pipeline replacement.

- | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------|
| 2009 – Present | Charles King Co., Inc. | Signal Hill, CA |
| General Superintendent / Estimator | | |
| May 2007 – 2009 | Southwest Civil Contracting Inc. | San Marcos, CA |
| President / Owner | | |
| - Oversaw all aspects of construction | | |
| June 2003 – May 2007 | Excel Commercial Constructors | San Marcos, CA |
| Partner / Vice President | | |
| - Oversaw construction of multiple pipeline projects ranging from \$100,000 to \$5.7 million for City of San Diego, Olivenhain Municipal Water District, San Diego County Water District, San Diego County Water Authority and North County Transit District | | |
| May 1999 – June 2003 | Archer Western Contractors, Ltd. | San Diego, CA |
| General Superintendent / Project Manager | | |
| - Oversaw several jobs for City of San Diego and Otay Water District from \$100,000 to \$8 million | | |
| - Held General Superintendent position on \$25 million design/build water main, from design through construction, including scheduling and supervision. | | |
| November 1995 – April 1999 | Mladen Buntich Construction | Sunland, CA |
| Superintendent / Project Manager | | |
| - Oversaw multiple jobs for City of Los Angeles, Irvine Ranch Water District, City of San Diego. Projects ranging from \$1.8 million to \$10 million | | |
| August 1993 – October 1995 | Bali Construction | El Monte, CA |
| Project Manager | | |
| - Oversaw multiple site developments, off-site improvements and public works contracts for various agencies and general contractors. | | |
| February 1991 – August 1993 | Murray Company | Rancho Dominguez, CA |
| Senior Project Engineer | | |
| - Involved with several projects with Los Angeles County Sanitation Districts, Orange County Sanitation District and MWD. Handled all scheduling, submittals and billing | | |
| April 1987 – February 1990 | CK Construction | Signal Hill, CA |
| Estimator / Dispatch | | |

Project References

Completed 11/2009 Charles King Co., Inc.

96 – Inch Sewer Pipe Liner

- Owner: San Diego County Regional Airport Authority
- Contract Amount: \$3,790,000
- CIPP lining of 2200 lf of 96” diameter sewer

Completed 5/2010 Charles King Co., Inc.

Spring Valley Outfall

- Owner: County of San Diego
- Contract Amount: \$2,200,000
- Sewer bypass of 18MGD, CIPP lining of 39” sewer

Completed 10/2011 Charles King Co., Inc.

Sewer Rehabilitation Project FY 2008/2009

- Owner: City of Chula Vista
- Contract Amount: \$995,000
- 11,000+ lf of CIPP lining

Completed 6/2012 Charles King Co., Inc.

Sewer Main Alameda Blvd. & Country Club Lane

- Owner: City of Coronado
- Contract Amount: \$278,000
- R&R sewer and 1500+ lf of CIPP lining

Completed 2/2013 Charles King Co., Inc.

San Marcos Interceptor Replacement

- Owner: Vallecitos Water District
- Contract Amount: \$1,471,000
- Interceptor replacement

Completed 3/2013 Charles King Co., Inc.

Rehabilitate Runway/Taxiway Storm Water/Airfield Drainage System

- Owner: San Diego County Regional Airport Authority
- Contract Amount: \$4,984,998
- Rehabilitate 6,150+ lf of storm drain from 21” – 60” including 2,650+ lf of repairs 12” to 42”

Completed 11/2018 Charles King Co., Inc.

I-5/ Ortega Highway Interchange Pipeline Relocation

- Owner: City of San Juan Capistrano
- Contract Amount: \$1,695,000
- Relocation of pipeline

Completed 2/2019 Charles King Co., Inc.

District 6 Trunk Sewer Relief (Newport Beach)

- Owner: Orange County Sanitation District
- Contract Amount: \$3,699,301
- Sewer bypass, pipe bursting, CIPP lining

DESIGNATION OF SURETIES

Bidder's name Charles King Company

Provide the names, addresses, and phone numbers for all brokers and sureties from whom Bidder intends to procure insurance and bonds (list by insurance/bond type):

The Ohio Casualty Insurance Company

790 The City Dr. South #200, Orange CA 92868

contact Lesron Insurance Agency

1440 N Harbor Blvd #610, Fullerton CA 92835

714-441-2722

Bowermaster & Associates (Insurance)

10805 Holder St, Suite 350, Cypress CA 90630

Bryan Diem (909) 773-2922

see attached for all listed insurance companies



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowermaster & Associates 10805 Holder St Ste 350 Cypress CA 90630	CONTACT NAME: Denise Lopez PHONE (A/C No. Ext): 714-733-6219 E-MAIL ADDRESS: dlopez@bowermaster.com	FAX (A/C No.): 714-252-8253
	INSURER(S) AFFORDING COVERAGE	
INSURED Charles King Company 2841 Gardena Avenue Signal Hill CA 90755 CHARKI-001	INSURER A: National Fire Insurance of Hartford NAIC # 20478	
	INSURER B: Continental Casualty Co. NAIC # 20443	
	INSURER C: Continental Insurance Company NAIC # 35289	
	INSURER D: Starstone National Insurance Company NAIC # 25496	
	INSURER E: AIG Specialty Insurance Co. NAIC # 26883	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 152807521

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: \$5,000 <input checked="" type="checkbox"/> PrpDmg/Subsidence GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		4034952911	3/30/2018	3/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			5091114974	3/30/2018	3/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5091114988	3/30/2018	3/30/2019	EACH OCCURRENCE \$ 19,000,000 AGGREGATE \$ 19,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		T10180030	6/2/2018	6/2/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	<input type="checkbox"/> Pollution Liability			CPL3850939	3/30/2018	3/30/2019	Ded: \$10,000 \$10,000,000

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACKNOWLEDGEMENT OF ADDENDA

Bidders name Charles King Company

The bidder shall signify receipt of all Addenda here, if any:

Addendum No.	Date Received	Signature
None		

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bidders Name Charles King Company

Record Last Five (5) Full Years
Current Year of Record

	Current Year of Record	2018	2017	2016	2015	2014	Total	Year
No. of contracts	23	36	40	52	36	45	232	
Total dollar Amount of Contracts (in Thousands of \$)	4,749	16,474	12,711	8,952	17,010	14,331	74,227	
No. of fatalities	0	0	0	0	0	0	0	
No. of lost Workday Cases	0	0	2	1	0	0	3	
No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0	

The information required for these items is the same as required for columns 3 to 6, Code 10, Occupational Injuries, Summary--Occupational Injuries and Illnesses, OSHA No. 102.

Legal Business Name of Bidder Charles King Company


Business Address: 2841 Gardena Ave Signal Hill CA 90755

Business Tel. No.: 562-426-2974

State Contractor's License No. and Classification: 738236

Title Debra King - Pres

The above information was compiled from the records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Signature of bidder 
Date 8/16/2019
Title Debra King - President

Signature of bidder _____
Date _____
Title _____

Signature of bidder _____
Date _____
Title _____

Signature of bidder _____
Date _____
Title _____

If bidder is an individual, name and signature of individual must be provided, and, if he is doing business under a fictitious name, the fictitious name must be set forth. If bidder is a partnership or joint venture, legal name of partnership/joint venture must be provided, followed by signatures of all of the partners/joint ventures or of fewer than all of the partners/joint ventures if submitted with evidence of authority to act on behalf of the partnership/joint venture. If bidder is a corporation, legal name of corporation must be provided, followed by notarized signatures of the corporation President or Vice President or President and Secretary or Assistant Secretary, and the corporate seal. Signatures of partners, joint ventures, or corporation officers must be acknowledged before a Notary Public, who must certify that such partners/joint ventures, or officers are known to him or her to be such, and, in the case of a corporation, that such corporation executed the instrument pursuant to its bylaws or a resolution of its Board of Directors.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Los Angeles)

On 8/16/19 before me, Sarah King, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Debra King
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Debra King

Corporate Officer — Title(s): President

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California)SS.

County of Los Angeles)

Debra King , being first duly sworn, deposes and says that he or she is President of Charles King Co , the party making the foregoing bid, in accordance with Public Contracts Code Section 7106, declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Project Name: Sewer Condition Improvement Project

Legal Business Name of Bidder Charles King Company

Business Address 2841 Gardena Ave Signal Hill CA 90755

Business Tel. No. 562-426-2974

Signature of bidder

Title Debra King - President

Date: 8/16/2019

Signature of bidder

Title

Date:

Subscribed and Sworn to before me on

(Notary Seal)

see attached jurat

Signature _____

Notary Public

JURAT

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

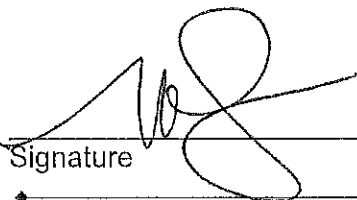
State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 16th day of August,

20 19 by Debra King

proved to me on the basis of satisfactory evidence to be the person(x) who appeared before me.

Signature 

(Seal)



OPTIONAL INFORMATION

INSTRUCTIONS

DESCRIPTION OF THE ATTACHED DOCUMENT

Non-Collusion Affidavit
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information _____

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

LIST OF SUBCONTRACTORS TO ACCOMPANY PROPOSAL

In compliance with the provisions of Public Contract Code Section-4104, the undersigned bidder submitting this bid proposal sets forth the name, place of business and the portion of the work to be performed by: (1)-each subcontractor who will perform work or labor or render service to the bidder (as general contractor) in or about the construction of the work or improvement; and (2)-each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid or, in the case of bids or offers for the construction of streets, highways or bridges, in excess of one-half of one percent of the bidder's total bid.

Subcontractor's Name, Address, Telephone #	Bid Item Number	Percent Of Total Bid	Description of Work	Percent of Total Bid
Insituform Tech. 10260 Matern Pl. Santa Fe Springs CA	4, 10, 11, 12	45%	CIPP lining CIPP Pt repairs clean / CCTV.	same

Bond No. 287 Bond Premium n/a

**BID BOND
TO ACCOMPANY PROPOSAL**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Stanton, has issued an invitation for bids for the work described as follows:
Sewer Condition Improvement Project

WHEREAS Charles King Company
2841 Gardena Ave.
Signal Hill, CA 90755

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and
The Ohio Casualty Insurance Company
790 The City Dr., South, #200, Orange, CA 92868

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City of Stanton in the penal sum of *****

TEN PERCENT OF THE AMOUNT OF THE BID *****
Dollars (\$ 10% *****), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: August 13, 2019

"Principal"

Surety"

Charles King Company

The Ohio Casualty Insurance Company

By:  _____

By:  _____

Debra K. King - President

Les M. Mantle-Attorney in Fact

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)
On 8/16/19 before me, Sarah King, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Debra King
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: BID BOND
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Debra King
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



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

State of California)

County of Orange)

On 8-13-19 before me, Mary Martignoni - Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Les M. Mantle
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Les M. Mantle

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: The Ohio Casualty

Insurance Company

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



Liberty Mutual
SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200677-972012

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Les M. Mantle

all of the city of Fullerton state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of March, 2019.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 1st day of March, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of August, 2019



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

PREBID SITE INSPECTION CERTIFICATION

The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside Contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

BIDDER:

Charles King Company

Date: 8/16/2019

Persons who inspected site of the proposed work for your firm:

Name Scott King

Date of Inspection 8/12/2019

Title Estimator/ PM

Name Butch King

Date of Inspection 8/12/2019

Title VP

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 27, 2019

SUBJECT: APPROVAL OF RESOLUTION 2019-36 SUPPORTING THE EXPANSION OF ORANGE COUNTY RECYCLING MARKET DEVELOPMENT ZONE AS A RECYCLING MARKET DEVELOPMENT ZONE

REPORT IN BRIEF:

The City of Huntington Beach is requesting resolutions from participating cities in the Orange County Recycling Market Development Zone to approve the expansion of the zone to include the cities of Fullerton and Lake Forest.

RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.; and
2. Approve Resolution 2019-36 approving the expansion of the Orange County Recycling Market Development Zone.

BACKGROUND:

The California Public Resources Code Section 42010 established the RMDZ program throughout the state. This economic development program, administered by CalRecycle, a division of the California Environmental Protection Agency, provides incentives to stimulate the development of post-consumer and secondary materials markets for recyclables; basically, businesses and manufacturers that use recycled materials or recyclable materials to create new products or partner with other local companies to use their discards to create new products.

Inclusion in an RMDZ is an economic development tool that utilizes the growing supply of recycled and recyclable materials to fuel new businesses, expand existing businesses, create jobs, increase local revenues, and divert waste from landfills.

Eligible businesses within an RMDZ may apply for low interest loans of up to \$2 million, get technical assistance, and receive free business-to-business product marketing.

In September of 2015, the City of Stanton along with the Cities of Garden Grove, Huntington Beach, Orange, Santa Ana, and Unincorporated Orange County formed the Orange County Recycling Market Development Zone (OC RMDZ) with the City of Huntington Beach taking the position of the lead agency. The Cities of Fullerton and Lake Forest have express interest in joining the OC RMDZ. In order to include these cities, the City of Stanton must pass a resolution approving the expansion of the OC RMDZ to include Fullerton and Lake Forest.

ANALYSIS/JUSTIFICATION:

Expansion of the program could provide for significant benefits for businesses within Orange County, including those in the City of Stanton. There does not seem to be any potential negative impact from this program or its expansion.

FISCAL IMPACT:

As a participant in the program, there is no negative financial impact to the City. City staff will make information about the program available via the City's website and will refer businesses to the program. All incentives are provided by the State.

ENVIRONMENTAL IMPACT:

This project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b) (5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

Prepared by:



Allan Rigg
Public Works Director

Approved by:



Jared Hildenbrand
City Manager

Attachments:

- (1) Resolution 2019-36 approving the expansion of the Orange County Recycling Market Development Zone

RESOLUTION NO. 2019-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON SUPPORTING THE EXPANSION OF ORANGE COUNTY RECYCLING MARKET DEVELOPMENT ZONE AS A RECYCLING MARKET DEVELOPMENT ZONE

WHEREAS, California Public Resources Code Section 42010, et al. provides for the establishment of the Recycling Market Development Zone (RMDZ) program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

WHEREAS, all California jurisdictions must meet a 50% reduction in landfill waste disposal as mandated by the California Integrated Waste Management Act; and

WHEREAS, the Orange County Recycling Market Development Zone (OC RMDZ) currently includes designated areas in the Cities of Garden Grove, Huntington Beach, Orange, Santa Ana, and Unincorporated Orange County; and

WHEREAS, the OC RMDZ is dedicated to establishing, sustaining and expanding recycling-based manufacturing businesses, which is essential for market development and to assist these jurisdictions in meeting the established landfill waste reduction goals; and

WHEREAS, the Cities of Fullerton and Lake Forest desire existing and new recycling-based manufacturing businesses located within their jurisdictions to be eligible for the technical and financial incentives associated with the RMDZ program; and

WHEREAS, the addition of these jurisdictions to the OC RMDZ is necessary to facilitate local and regional planning, coordination, and support existing recycling-based manufacturing businesses, as well as attract private sector recycling investments to the RMDZ; and

WHEREAS, the continued development of local markets for recycled materials would reduce the need to transport them out of the region in the future; and

WHEREAS, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets; and

WHEREAS, local governing bodies may receive RMDZ program related payments as authorized by Public Resources Code; and

WHEREAS, the California Legislature has defined environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and

policies" [Government Code section 65040.12(e)], and has directed the California Environmental Protection Agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state [Public Resources Code section 71110(a)]; and

WHEREAS, CalRecycle has adopted a goal to continuously integrate environmental justice concerns into all of its programs and activities; and

WHEREAS, the Cities of Fullerton, Garden Grove, Huntington Beach, Lake Forest, Orange, Santa Ana, Stanton and Unincorporated Orange County have agreed to submit an application to CalRecycle requesting the expansion of the boundaries of OC RMDZ due to the addition of jurisdiction(s); and

WHEREAS, the City of Huntington Beach has agreed to act as Lead Agency for the proposed expansion; and

WHEREAS, the City Council has accepted the lead agency determination that the OC RMDZ Designation is exempt from CEQA pursuant to State CEQA Guidelines Section 15378 (b)(5) as it is comprised of organization or administrative activities of government that will not result in direct or indirect physical change in the environment; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the City of Huntington Beach has prepared or caused to be prepared a Negative Declaration pursuant to the California Environmental Quality Act and on the basis of the whole record before it and finds that the zone expansion project will not have a significant effect on the environment and further finds that the Negative Declaration reflects its independent judgment and analysis; and

WHEREAS, City of Stanton has reviewed and considered the information in the Negative Declaration adopted by the City of Huntington Beach that finds that the zone expansion project will not have a significant impact on the environment; and

WHEREAS, City of Stanton adopts this determination and finds there are no reasons to prepare an environmental document.

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), the City of Stanton has determined that this expansion is exempt from CEQA pursuant to State CEQA Guideline Section 15378(b)(5); and

WHEREAS, the City of Stanton adopts this determination and finds there are no reasons to prepare an environmental document.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Stanton as follows:

The City of Stanton approves the expansion of OC RMDZ as a RMDZ and directs City of Huntington Beach to submit an application to CalRecycle requesting expansion of OC RMDZ as a RMDZ which includes Cities of Fullerton, Garden Grove, Huntington Beach, Lake Forest, Orange, Santa Ana, Stanton and Unincorporated Orange County.

The City of Stanton approves receipt of any Recycling Market Development Zone related payments authorized by the Public Resources Code. Administrative Clerk is hereby authorized to execute in the name of the City of Stanton all documents necessary to secure payment and implement the associated activities.

The City of Stanton will administer the RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures and incomes, including but not limited to soliciting public participation in all communities within the RMDZ, including minority and low-income populations.

RESOLVED, APPROVED AND ADOPTED by the City Council of the City of Stanton on this 27th day of August 2019

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

MAL RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-36 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 27, 2019, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN:

PATRICIA VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 27, 2019

SUBJECT: **APPROVAL OF RESPONSES TO GRAND JURY REPORT
REGARDING THE CITY'S URBAN FOREST**

REPORT IN BRIEF:

The 2018-2019 Grand Jury study, Attachment 1, was distributed to the County of Orange and to all Orange County cities for responses to the study's findings and recommendation. Attached, as Attachment 2, are the draft responses by the City of Stanton to the presiding Judge of the Orange County Grand Jury in the form specified under Penal Code Section 933.05(a) and (b).

RECOMMENDED ACTION:

1. Declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Approve the City of Stanton responses to the 2018-19 Orange County Grand Jury Study regarding "Orange County's Urban Forest".

BACKGROUND:

The Orange County Grand Jury recently completed a report titled "Orange County's Urban Forest". The report evaluated the programs in different Orange County cities regarding their urban forests and programs related to them. The City's Public Works Director responded to their written inquiry and was interviewed by the Grand Jury.

ANALYSIS AND JUSTIFICATION:

On June 12, 2019, Grand Jury Foreman, Birgit Sale, addressed a letter to the City Council of the City of Stanton requesting responses to certain findings and recommendations made by the Grand Jury in their report, applicable to the City of Stanton. The City of Stanton's responses to those findings and recommendations are herein attached.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), this project has been determined to be categorically exempt under Section 15332, Class 32 (In-Fill Development).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

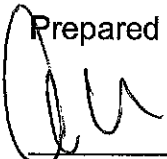
LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

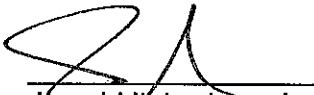
5 - Provide a high quality of life.

Prepared by:



Allan Rigg, P.E.
Director of Public Works/ City Engineer

Approved by:



Jared Hildenbrand
City Manager

Attachments:

- A. Grand Jury Report "Orange County's Urban Forest"
- B. Response to Report

Orange County's Urban Forest



CONFIDENTIAL



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SUMMARY

There is an old saying, "You can't see the forest for the trees". In some cities in Orange County, it could be said that you can't see a forest for the lack of trees. Residents of Orange County live in an area where summer temperatures can rise above 100 degrees Fahrenheit. Large parking lots and blocks of concrete buildings create heat islands that keep releasing heat after sundown so night time temperatures are elevated. However, a canopy of well-maintained trees provides shade during the day, captures carbon dioxide, filters out dust and serves as a habitat for wildlife. Therefore, proper tree selection, care and management is critical for publicly owned and managed trees.

What is an urban forest and why is a healthy one important to the residents of a community? An urban forest is a collection of trees that grow within a community. The importance of a city's urban forest has many dimensions: environmental impacts, economic issues and improvements to the neighborhoods. Often treated as mere enhancements to a community, trees need to be recognized as necessities and assets.

The public works departments are responsible for planting and maintaining city trees, but often tree services are among the first to suffer from budget reductions. Sometimes, due to budget constraints, a city may opt to cut back on its urban forestry program, adding to the misconception that trees are less important than other improvements.

The Orange County Grand Jury gathered information on the urban forestry programs of the County of Orange (for unincorporated areas) and all responding Orange County cities. Based on this information, the Orange County Grand Jury found significant differences in the urban forest programs of Orange County cities and selected the County of Orange and certain Orange County cities for further investigation. As a result of that investigation, the Orange County Grand Jury offers its Findings and makes the following major Recommendations:

- Each city should continue regularly scheduled tree inspections and maintenance cycles.
- Some Orange County cities identified in this report should implement an aggressive urban forest program.

REASON FOR THE STUDY

The Orange County Grand Jury (Grand Jury) observed that there was a great disparity between Orange County cities' urban forests and wanted to study the reasons behind the disparity. Why is it that some cities in Orange County have a healthy and vibrant urban forest while others do not? Are there best practices in creating and maintaining a healthy urban forest and, if so, why aren't these practices followed by every city?

The Grand Jury read a December 2018 report titled "First Step: Developing an Urban Forest Management Plan for the City of Los Angeles"¹ (First Step). The First Step report was prepared by an environmental consultant at the direction of a non-profit organization that works with cities and volunteer groups to improve the urban forest in Los Angeles. The introduction stated that the City of Los Angeles had not undertaken a comprehensive assessment of its urban forest for 25 years. The First Step report also found that Los Angeles did not have a sufficient budget, an inventory of urban trees, or technological infrastructure to direct its staff toward developing a sustainable urban forest.

The Grand Jury wondered whether the City of Los Angeles' history and the state of its urban forest could be relevant to Orange County. What could be learned from the First Step report that would be applicable to the cities of Orange County? Did Orange County cities have the same types of shortages in budgets, lack of governmental interest and tree inventories that the First Step uncovered? Could the Grand Jury suggest changes to the 34 cities in Orange County that would make our urban forest healthier and more beneficial to its residents?

Using the First Step report as a guide, the Grand Jury compiled a list of questions for staff members from each Orange County city and the unincorporated areas managed by the County of Orange. These included queries concerning:

- Allocated tree budget as a percentage of total city budget
- Total number of trees and their value in each city
- The use of private contractors to assist cities in managing their urban forest
- Cities' liability claims due to tree-related issues

METHOD OF STUDY

The urban forest consists of multiple categories of trees which include:

- Street Trees - Publicly owned and maintained trees (City or County) generally located along major and secondary arterials.
- Park Trees - Publically maintained (City, County or State) trees located in public parks and forest areas.
- Home Owners Association (HOA) Trees - Trees owned and maintained by a private HOA for the benefit of its common owners.
- Private Trees - Trees owned and maintained by private individuals.

¹ DUDEK. "First Step: Developing an Urban Forest Management Plan for the City of Los Angeles." *City Plants*. December 2018

The Grand Jury elected to focus its research on street trees in accordance with the Grand Jury's role of investigating the efficiency of the operations of Orange County and its cities.

In order to gather facts and establish best practices, the Grand Jury conducted extensive internet research and reviewed professional literature pertaining to urban forestry practices and the contribution of city trees to the urban environment. In addition, the Grand Jury visited and consulted staff at a teaching arboretum at a local university and interviewed several Orange County arborists and tree experts to gather further information.

The Grand Jury used a variety of methods to gather information from the cities and County, including:

1. Mailed an initial request for statistical data to all Orange County cities and the County of Orange to ascertain their basic tree programs, budgets and contracting data.
2. Mailed a second request for statistical data to 15 selected cities for follow-up information.
3. Mailed a request for liability claim information to eight selected cities.
4. Conducted interviews with staff from nine selected cities and the County of Orange to expand and clarify the information obtained in steps 1-3 above.

Thirty-three cities responded to all requests for information. The City of Costa Mesa failed to respond to any requests.

The results were categorized into three groups based on the percentage of the city budget allocated to tree programs. The total city budget was obtained from publically available information. This information was used to evaluate whether a relationship existed between expenditure and liability claims.

To compare Orange County street tree programs, the Grand Jury developed a method to compare street tree programs among cities. The method of calculation was to divide the number of city owned street trees by its population and multiply by 100. The resulting number corresponds to the city's street trees per 100 residents. The number was used to rank the cities as High, Medium and Low, based on natural groupings (Appendix B).

The Grand Jury selected nine cities² and interviewed city officials from those cities as well as the County of Orange as the focus of this report. In addition, the Grand Jury has provided statistical

² City of Aliso Viejo was not included in the cities that formed the focus of this investigation as time restrictions prevented an interview with city staff.

information regarding trees and tree budgeting in other local cities in order to provide insight and context about tree planting and maintenance efforts of the investigated cities' surrounding communities (Appendix A).

CONFIDENTIAL

BACKGROUND AND FACTS

Environment

In recent years, there has been increased recognition that trees are not only ornamental but also serve many important functions in a community. For example, trees naturally reduce air pollution by capturing carbon dioxide and releasing oxygen. In 2015, the United States Department of Agriculture (USDA) "The State of California's Street Trees" reported that 7.78 million metric tonnes of carbon dioxide emissions were stored in California's street trees and that these trees remove 567,748 tonnes of carbon dioxide emissions annually. Similarly, trees capture chemicals that can travel to streams, lakes and oceans, reducing water pollution. Trees also help capture storm water, thereby increasing the ground water level.

Trees help reduce heat islands and their negative environmental effects. A heat island is created when an unshaded paved area absorbs heat during the day and then releases it at night. These heat islands occur on the ground as well as in the atmosphere. Urban trees act as a heat buffer, making cities more resilient to weather and climatic conditions. Studies conducted by the National Aeronautics and Space Administration and the United States Environmental Protection Agency have concluded that the presence or absence of vegetation impacts the temperature in an area.

Health

Urban forests protect human and ecosystem health and safety. According to studies reported in "The Journal of Environmental Psychology", "Nature" magazine, and "Evergreen Research Ambassador Program", people suffering from stress, illness or trauma heal more quickly when they are exposed to trees. Trees that can be seen or images of the trees that can be projected in hospital rooms can be soothing. In order to maximize these health and safety benefits, cities must be attentive to and vigilant about their tree selection and maintenance.

Economics

Studies have demonstrated that a healthy urban forest brings economic gains to a city. The 2015 USDA study identified several benefits. Trees save 684 Gigawatt hours of electricity statewide annually³. The study also estimated that cities gain \$5.82 in benefits for every dollar spent on

³ | Gigawatt powers approximately 150 homes per year in California (U.S. Energy Information Administration)

trees and indicated that street trees have a positive effect on property values. In California, each tree on the street added an average of \$91.89 to the adjacent property.

According to the First Step study, when there is an attractive, cool, tree-shaded street, shoppers will spend more time and money in the area. Multiple sources indicate that mature trees can lower air conditioning costs by up to 56%, providing a financial incentive for businesses to locate to these sites.

Trees add beauty to neighborhoods. Residents prefer to live on tree-lined streets. Trees are an excellent way to keep yards green while conserving water, especially if the proper tree selection is made.

In spite of these benefits, many California cities do not consider the urban forest program to be as important as other public improvements such as streets, storm drains and city buildings. In general, city officials have made little effort to measure the financial impact of the local urban forest or the energy and water savings that trees generate.

The 2015 USDA study indicated that there were 9.1 million street trees in California in 2014 and noted that the tree density had declined by 30% since 1988.

Orange County

One of the issues facing Orange County cities is their liability for injuries or damage caused by street trees. Cities indicated they faced liabilities from tripping hazards, falling branches, and root intrusions. This raised a question of a relationship between the amount a city spent on street tree maintenance and the liability. The Grand Jury selected eight cities for further analysis: the four with the highest percentage of total budget allocated to street trees and the four with the lowest percentage. The eight cities were asked to provide information on liability claims dating back to 2014. However, the liability data received did not show any relationship between a city's street tree budget and related liability claims.

There are a number of factors that limit a city's ability to increase the number of its street trees. One of these is the lack of space under the city's control. Newer cities are largely made up of residential areas under the control of homeowner's associations. As a result, street trees owned by cities may be limited to arterial streets, medians and parks. Smaller cities, due to space restrictions such as lack of parkways, have fewer opportunities to add significant numbers of street trees. Some cities have not been successful at obtaining resident buy-in due to city ordinances that require homeowners to irrigate trees for the first two years.

Orange County cities have been dealing with a number of elements out of their control. Weather conditions, particularly the drought of the recent past, have led some cities to stop replacing dead or dying street trees to reduce water expenditures. Invasive pests, particularly the shot hole

borer, have decimated other stands of trees and, without good alternatives, the cities may not replace those street trees.

The University of California, Riverside (UCR) is conducting research that may assist cities in addressing some of these concerns. The research focuses on identifying tree species that are best suited for certain micro-climates, more drought tolerant and less susceptible to invasive pests.

The Grand Jury determined that, in general, city staff members believe their city councils have been supportive of the efforts to maintain their urban forest. General Funds provide most of the money for tree programs; however, several cities receive supplemental funds from special districts or grants. Urban forestry budgets in Orange County cities range from \$20,000 to over \$1.8 million and per capita spending ranges from \$1.26 to \$9.19. A comparison of cities spending shows differences of up to \$45.95 per tree (\$49.28 vs. \$3.33).

The Grand Jury further determined that the vast majority of Orange County cities believe their financial and staff resources are better managed by employing a small in-house maintenance crew and contracting for scheduled tree maintenance and services.

Management

When planting a new street tree, a city needs to consider two factors: tree selection and location. According to arborists, it is very important to consider a tree's root system during the selection process. Some trees have a very aggressive root system that is not noticed in the first couple of years but, as the tree matures, roots rise to the surface, lifting sidewalks, cracking retaining walls and invading sewer systems. While this type of tree may work quite well in a park setting with lots of open space around it, planting it in a residential area may not be the best choice. Certain species of trees can survive in small openings in sidewalks or curb areas, while others will die from lack of water. Soil needs to have enough depth for the root structure and should be free of obstructions blocking trees with a long tap root. Additionally, utility line exposures should be considered. If a tree grows into utility lines, severe trimming to keep the lines clear may be detrimental to the health of the tree. Tree sustainability should be considered when locating a new tree.

One of the recommendations of the First Step report is that a position such as a City Forest Officer be created to provide advice to the departments and citizens of the city. The duties of this position would include strategic planning and community outreach. Several Orange County city officials stated that they would welcome such a position in the County of Orange. These officials indicated that having access to the latest research and best practices in the field would be very helpful to their tree programs. They also noted that the position would be valuable in helping to educate the public and encourage citizens to become involved in their city's efforts to improve their urban forests and facilitate intra city communication regarding urban forest programs.

The following Findings, Recommendations and Commendation are based on information provided by the County of Orange and the nine cities that participated in the interviews:

- La Palma
- Laguna Beach
- Laguna Niguel
- Laguna Woods
- Mission Viejo
- Santa Ana
- Stanton
- Westminster
- Yorba Linda

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FINDINGS

In accordance with California Penal Code Sections §933 and §933.05, the 2018-2019 Grand Jury requires (or, as noted, requests) Responses from each agency affected by the Findings presented in this section. The Responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled "Orange County's Urban Forest" the 2018-2019 Grand Jury has arrived at ten principal Findings, as follows:

F1. Cities identified in F10 have dedicated a portion of their general fund budget to an urban forest program; however, the allocated percentage varies widely among cities (See Appendix B).

F2. In order to efficiently manage financial and staff resources, Orange County cities identified in F10 utilize contract services for their tree maintenance and services. Some cities also maintain a small staff to supplement contract services.

F3. City councils for the cities identified in F10 are supportive of their urban forest programs and budget requests made by their respective city managers and public works departments.

F4. Cities interviewed for this report reported minimal financial liabilities from tripping hazards, root intrusions, and falling branches and trees.

F5. Cities identified in F10 have not been successful in ensuring that residents are aware of their city's urban forest program.

F6. Environmental and economic benefits provided by urban forests have not been fully realized in Orange County cities identified in F10 and the unincorporated areas of Orange County.

F7. Cities identified in F10 do not coordinate their urban forest programs with each other.

F8. The County of Orange does not coordinate a cohesive urban forest program with its cities.

F9. The County of Orange does not have an allocated street tree budget for unincorporated areas (Appendix B).

F10. The following cities have significantly fewer public street trees per resident than other Orange County cities (Appendix B).

- La Palma
- Laguna Beach
- Laguna Niguel
- Laguna Woods
- Santa Ana
- Stanton
- Westminster
- Yorba Linda

RECOMMENDATIONS

In accordance with California Penal Code Sections §933 and §933.05, the 2018-2019 Grand Jury requires (or, as noted, requests) Responses from each agency affected by the Findings presented in this section. The Responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation titled "Orange County's Urban Forest" the 2018-2019 Grand Jury makes the following five Recommendations and one Commendation:

R1. By September 30, 2019, each city listed in F10 and the City of Mission Viejo should commit to continue regularly scheduled tree inspection and maintenance cycles to enhance public safety and to minimize future liabilities due to tree-related claims (**F4**).

R2. By September 30, 2019, Orange County cities listed in F10 should implement a program to coordinate with non-profit and volunteer organizations to improve residents' awareness of the city's urban forest benefits and promote active involvement with ongoing programs (**F5**).

R3. By September 30, 2019, Orange County cities listed in F10 should develop and implement policies and practices that will benefit their urban forests and explore ways to improve their street tree count (**F1, F6, F10**).

R4. By September 30, 2019, the County of Orange and each of the cities listed in F10 should individually, or through an MOU or other cooperative agreement with as many other Orange County cities as are willing to cooperate, hire or contract with an Urban Forest Coordinator to (**F7, F8**):

- Act as a resource to provide advice to the County and the cities and assist them with coordination among each other.
- Coordinate volunteer groups to participate in and enhance the County and each city's urban forest program.

R5. By September 30, 2019, the County of Orange should reevaluate allocating a street tree budget for unincorporated areas (F9).

COMMENDATION

The City of Mission Viejo has an exceptional community involvement program that includes a city employee dedicated to coordinate volunteer organizations to assist with the urban forest program. The Grand Jury commends Mission Viejo.

RESPONSES

The following excerpts from the California Penal Code provide the requirements for public agencies to respond to the Findings and Recommendations of this Grand Jury report:

§933(c)

"No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head or any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices . . . "

§933.05

"(a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

- (1) The respondent agrees with the finding.*
- (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.*

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

- (1) The recommendation has been implemented, with a summary regarding the implemented action.*
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.*
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.*
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.*
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department. "*

Comments to the presiding Judge of the Superior Court in compliance with Penal Code §933.05 are required from:

Findings:

Orange County Board of Supervisors	F6, F8, F9
City Councils of the following cities: La Palma, Laguna Beach, Laguna Niguel Laguna Woods, Santa Ana, Stanton, Westminster, Yorba Linda	F1, F2, F3, F4, F5, F6, F7, F10
Mission Viejo	F4

Recommendations:

Orange County Board of Supervisors	R4, R5
City Councils of the following cities: La Palma, Laguna Beach, Laguna Niguel Laguna Woods, Santa Ana, Stanton, Westminster, Yorba Linda	R1, R2, R3
Mission Viejo	R1

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Orange County's Urban Forest

APPENDIX

A. Statistical Information obtained from all Orange County cities

STATISTICAL STREET TREE MAINTENANCE DATA and BUDGETING PER CITY

PAGE #1

CITIES Population	Forestry Budget Amount	Per Capita Amount	Number of Trees	Cost Per Tree Amount	Liability Exposure	Value of Street Trees
Aliso Viejo 51,950	\$25,000	\$0.48	500	\$50	Tripping	\$400K
Anaheim 357,084	\$1,086,426	\$3.04	79,989	\$13.58	Tripping, Limbs, Trees	\$186M
Brea 44,890	\$273,336	\$6.09	13,421	\$20.36	Tripping, Limbs, Trees	\$25M
Buena Park 83,995	\$189,000	\$2.25	17,144	\$11.02	Tripping, Limbs, Trees, Sewer Lines	\$26M
County of Orange (Unincorporated) 129,278	NRP	NRP	84,913	NRP	NRP	\$263M
Costa Mesa 115,296	NR	NR	NR	NR	NR	NR
Cypress 49,978	\$220,000	\$4.40	16,601	\$13.25	Tripping, Limbs, Trees	\$32M
Dana Point 34,071	\$600,000	\$1.76	12,886	\$46.56	Tripping, Limbs, Trees	\$32M
Fountain Valley 56,920	\$471,547	\$8.27	12,642	\$37.30	Tripping	NRP
Fullerton 144,214	\$1,183,170	\$8.20	43,110	\$27.44	Tripping, Limbs, Trees	\$107M
Garden Grove 176,896	\$1,461,771	\$2.66	29,658	\$49.29	Tripping, Limbs, Trees	\$65M
Huntington Beach 202,648	\$1,862,577	\$9.19	557,717	\$3.33	Tripping, Limbs, Trees	\$144M
Irvine 276,176	\$2,000,000	\$7.24	76,000	\$26.32	Tripping, Limbs, Trees	\$181M
La Habra 62,850	\$306,554	\$4.87	11,230	\$27.29	Tripping, Limbs, Trees	\$27M
La Palma 15,948	\$31,000	\$1.94	1,645	\$18.84	Tripping, Limbs, Trees	\$3.7M
Laguna Beach 23,309	\$330,400	\$14.15	2,843	\$116	Tripping, Limbs, Trees	\$10M
Laguna Hills 31,818	\$280,000	\$8.80	10,157	\$27.56	Occasional Claims	\$27M
Laguna Niguel 65,377	\$324,000	\$4.95	6,822	\$47.49	Branches Striking Vehicles	\$15M
Laguna Woods 16,597	\$26.29	\$1.58	500	\$33.40	Minimal Occurrences	NRP
Lake Forest 84,845	\$419,800	\$4.95	16,000	\$26.24	Tripping, Limbs, Trees	NRP
Los Alamitos 11,863	\$95,000	\$4.63	2,790	\$19.71	Tripping, Limbs, Trees	\$7M

* NR = NO RESPONSE
*NRP = NOT REPORTED

Created by 2018-2019 Grand Jury.

Orange County's Urban Forest

STATISTICAL STREET TREE MAINTENANCE DATA and BUDGETING PER CITY

PAGE #2

CITIES Population	Forestry Budget Amount	Per Capita Amount	Number of Trees	Cost Per Tree Amount	Liability Exposure	Value of Street Trees
Mission Viejo 95,987	\$400,000	\$4.16	44,981	\$8.89	Periodic Claims	\$123M
Newport Beach 87,182	\$1,756,000	\$20.14	35,159	\$49.94	Tripping, Limbs, Trees	\$72M
Orange 141,952	\$725,000	\$5.10	26,500	\$27.35	Tripping, Limbs, Trees	\$58M
Placentia 52,755	\$170,000	\$3.22	15,119	\$11.24	Tripping, Limbs, Trees, Block Walls	\$22M
Rancho Santa Margarita 49,329	NRP	NRP	NRP	NRP	Tripping, Limbs, Trees	NRP
San Clemente 65,543	\$424,500	\$6.47	16,500	\$25.72	Periodic Claims	NRP
San Juan Capistrano 36,759	\$162,435	\$4.42	11,379	\$14.27	Tripping, Limbs, Trees	\$20M
Santa Ana 338,247	\$2,600,000	\$7.68	53,223	\$48.85	Tripping, Limbs, Trees	\$181M
Seal Beach 25,984	\$20,000	\$0.76	NRP	NRP	Tripping, Limbs, Trees	NRP
Stanton 39,470	\$30,000	\$1.77	3,690	\$18.97	Tripping, Limbs, Trees	\$511K
Tustin 82,344	\$750,000	\$9.10	19,988	\$37.52	Tripping, Limbs, Trees	\$52M
Villa Park 5,951	\$44,000	\$7.39	NRP	NRP	Not Reported	NRP
Westminster 94,476	\$170,000	\$1.80	9,255	\$18.37	Tripping, Limbs, Trees	\$17M
Yorba Linda 69,121	\$272,000	\$3.93	7,749	\$35.10	Tripping, Limbs, Trees	\$28M

* NR = NO RESPONSE

*NRP = NOT REPORTED

Created by 2018-2019 Grand Jury

Orange County's Urban Forest

B. Street Tree budget as a percentage of total budget and number of Street Trees per 100 residents for Orange County cities

Cities and Budget

City	% of Total City Budget Allocated For Street Trees
Dana Point	1.63
Laguna Hills	1.37
Garden Grove	1.31
Villa Park	1.29
Fullerton	1.27
Tustin	1.21
Santa Ana	0.98
Lake Forest	0.89
Newport Beach	0.82
Huntington Beach	0.82
Laguna Niguel	0.79
Yorba Linda	0.79
Cypress	0.77
La Habra	0.72
Irvine	0.7
Orange	0.65
San Clemente	0.6
Mission Viejo	0.59
San Juan Capistrano	0.58
Brea	0.53
Laguna Beach	0.52
Placentia	0.49
Laguna Woods	0.48
Fountain Valley	0.44
Los Alamitos	0.41
Anaheim	0.33
Stanton	0.32
Buena Park	0.28
Westminster	0.28
La Palma	0.21
Aliso Viejo	0.13
Seal Beach	0.05
Rancho Santa Margarita	NRP
County of Orange	NRP
Costa Mesa	NR

Cities and Tree Ratio per 100 Resident:

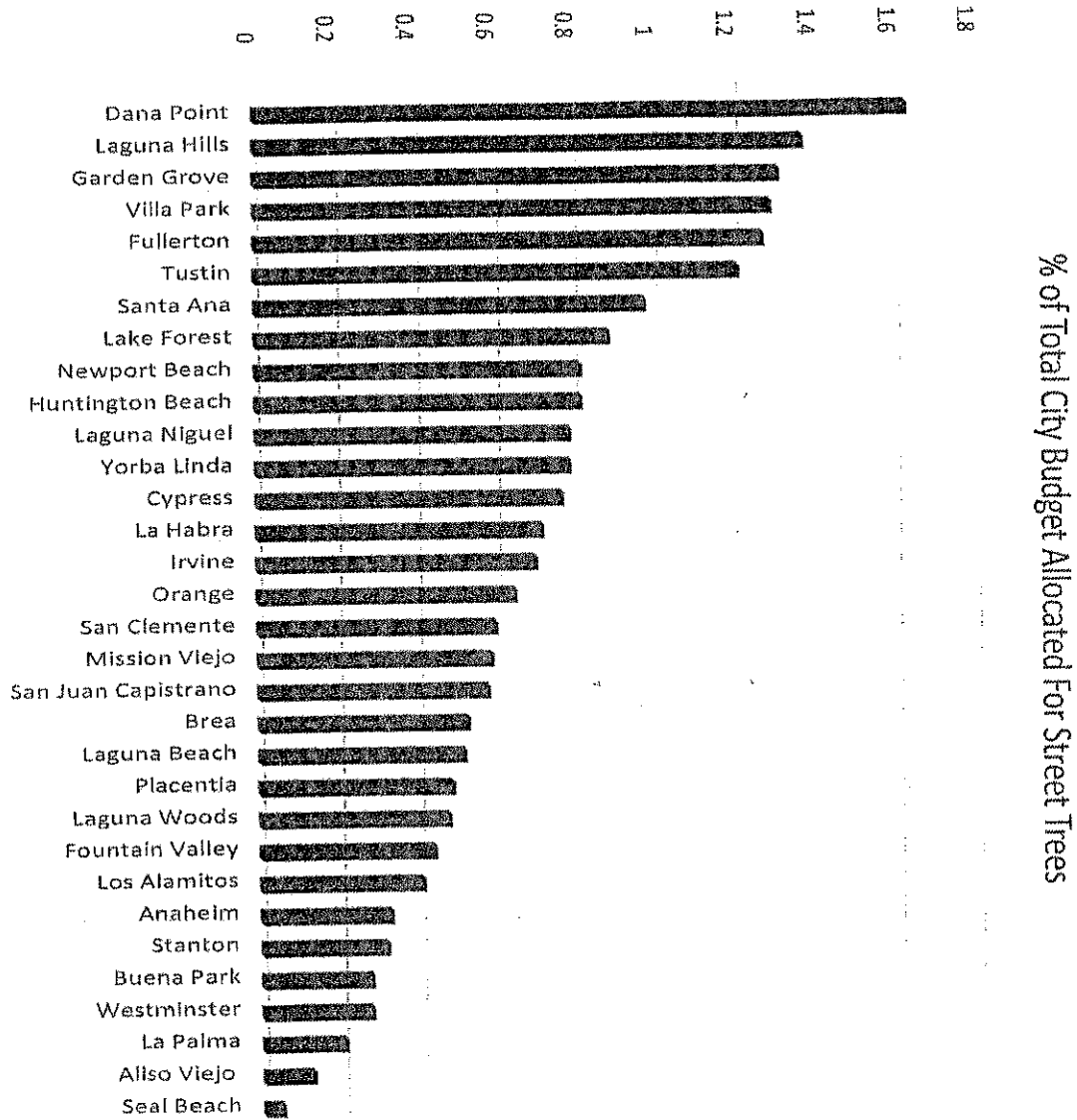
City	Street Tree to Residents Ratio (# of Street Trees to 100 Residents)
Mission Viejo	47
Newport Beach	40
Dana Point	37
Cypress	33
Laguna Hills	32
San Juan Capistrano	30
Los Alamitos	30
Brea	30
Fullerton	29
Placentia	28
Irvine	27
Huntington Beach	27
Tustin	24
San Clemente	24
Fountain Valley	22
Anaheim	22
Buena Park	20
Lake Forest	19
La Habra	18
Garden Grove	17
Orange	17
Santa Ana	15
Laguna Beach	12
Laguna Niguel	10
La Palma	10
Stanton	9
Westminster	8
Yorba Linda	6
Laguna Woods	3
Aliso Viejo	1
Seal Beach	NRP
Rancho Santa Margarita	NRP
Villa Park	NRP
County of Orange	NRP
Costa Mesa	NR

Legend

High	25 and Above
Medium	16 - 24
Low	Below 16
NRP	Not Reported
NR	No Response

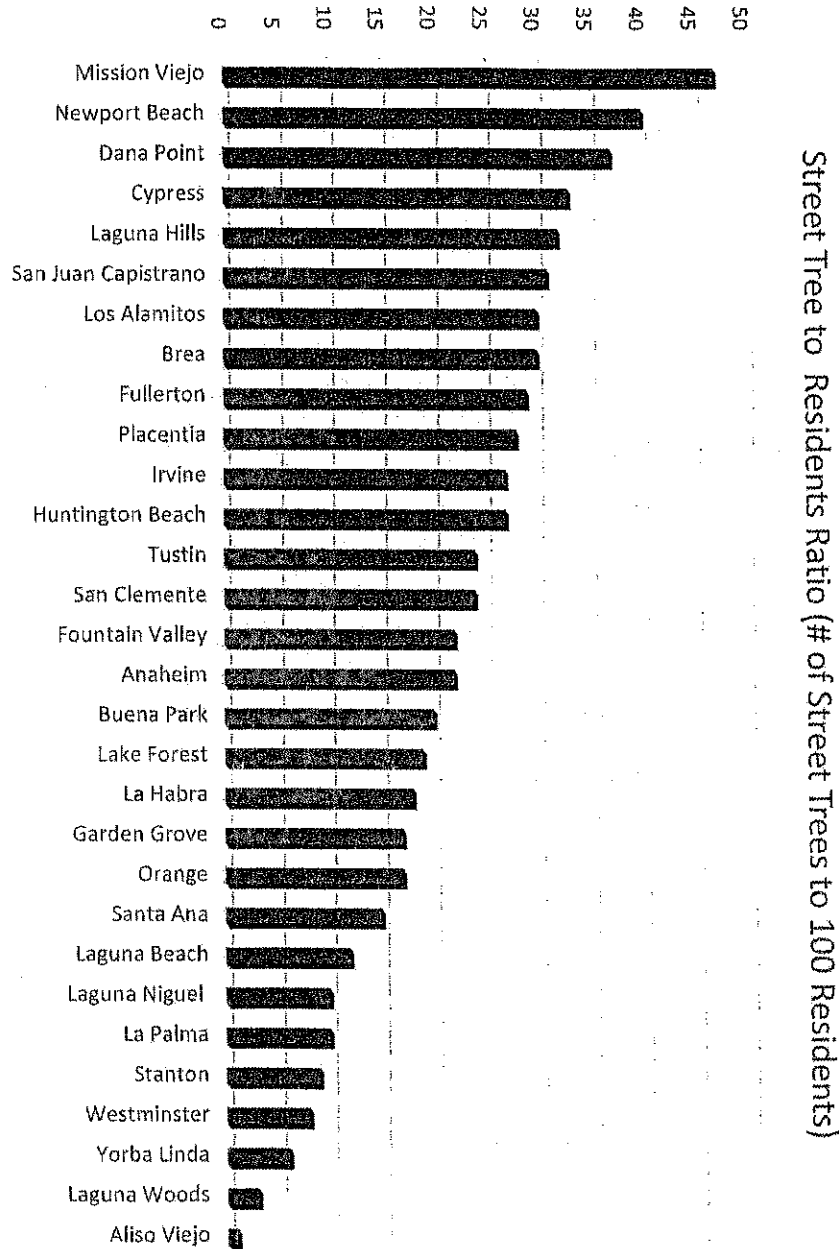
Created by 2018-2019 Grand Jury

C. Street Tree budget as a percentage of total budget for Orange County cities



Created by 2018-2019 Grand Jury

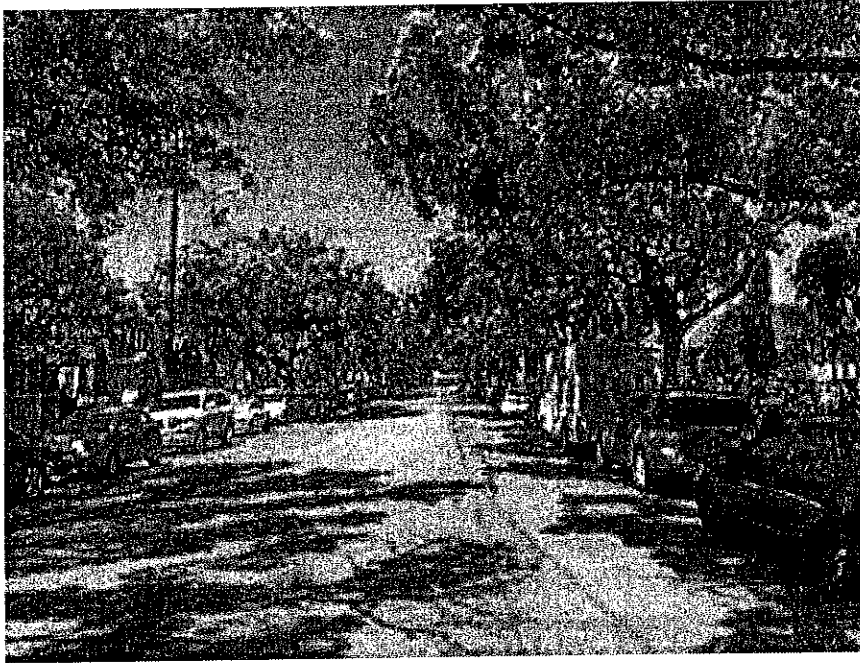
D. Number of Street Trees per 100 residents for Orange County cities



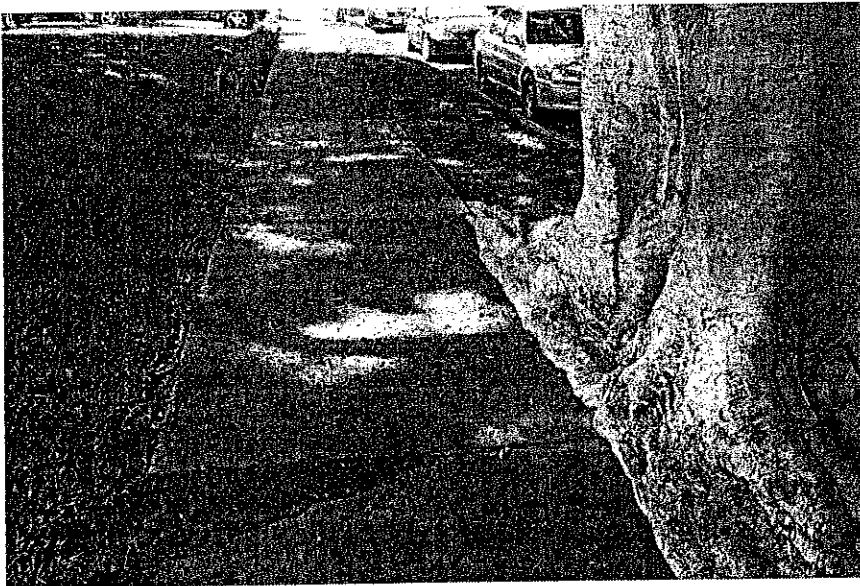
Created by 2018-2019 Grand Jury

E. Street Tree Photos

Street tree canopy



Tree with root intrusion and sidewalk damage



(Source: 2018-2019 Grand Jury)

F: Heat Island Photos

Examples of a heat island



(Source: 2018-2019 Grand Jury)

California Penal Code Sections §933 and §933.05

[NOTE: to reduce grand jury requests for additional response information, the grand jury has **bolded** those words in §933.05 which should be appropriately included in a response]

- §933 (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.
- (b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.
- (c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.
- (d) As used in this section "agency" includes a department.
- §933.05 (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent **agrees** with the finding.
 - (2) The respondent **disagrees wholly or partially** with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation **has been implemented**, with a summary regarding the implemented action.
 - (2) The recommendation **has not yet been implemented, but will be implemented in the future**, with a **timeframe** for implementation.
 - (3) The recommendation **requires further analysis**, with an explanation and the scope and parameters of an analysis or study, and a **timeframe** for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation **will not be implemented** because it is not warranted or is not reasonable, with an explanation therefor.
- (c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.
- (d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.
- (e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.
- (f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.



David J. Shawver
Mayor

Rigoberto A. Ramirez
Mayor Pro Tem

Carol Warren
Council Member

Gary Taylor
Council Member

Hong Alyce Van
Council Member

Jared Hildenbrand
City Manager

August 27, 2019

Kirk H. Nakamura
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

Orange County Grand Jury
700 Civic Center Drive West
Santa Ana, CA 92701

Dear Judge Nakamura and Grand Jury,

The City of Stanton received the 2018-2019 Grand Jury's report titled "Orange County's Urban Forest". In accordance with Penal Code Section 933.05, we submit this response to the Grand Jury findings and recommendations.

The City Council appreciates and welcomes the efforts of the Grand Jury's review of countywide Urban Forest needs.

The Grand Jury requires a response to findings F1, F2, F3, F4, F5, F6, F7, F10 and recommendations R1, R2 and R3.

Findings

F1: Cities identified in F10 have dedicated a portion of their general fund budget to an urban forest program; however, the allocated percentage varies widely among cities (see Appendix B).

Response: The Respondent agrees with the findings.

F2: In order to efficiently manage financial and staff resources, Orange County cities identified in F10 utilize contract services for their tree maintenance and services. Some cities also maintain a small staff to supplement contract services.

Response: The Respondent agrees with the findings.

F3: City councils for the cities identified in F10 are supportive of their urban forest programs and budget requests made by their respective city managers and public works departments.

Response: The Respondent agrees with the findings.

F4: Cities interviewed for this report reported minimal financial liabilities from tripping hazards, root intrusions, and falling branches and trees.

Response: The Respondent agrees with the findings.

F5: Cities identified in F10 have not been successful in ensuring that residents are aware of their city's urban forest program.

Response: The Respondent agrees with the findings.

F6: Environmental and economic benefits provided by urban forests have not been fully realized in Orange County cities in F10 and the unincorporated areas of Orange County.

Response: The Respondent agrees with the findings.

F7: Cities identified in F10 do not coordinate their urban forest programs with each other.

Response: The Respondent agrees with the findings.

F10: The following cities have significantly fewer public street trees per resident than other Orange County cities (Appendix B).

Response: The Respondent agrees with the findings.

Recommendations

R1: By September 20, 2019, each city listed in F10 and the City of Mission Viejo should commit to continue regularly scheduled tree inspection and maintenance cycles to enhance public safety and to minimize future liabilities due to tree-related claims (**F4**).

Response: The Respondent agrees with the findings.

R2: By September 20, 2019, Orange County cities listed in F10 should implement a program to coordinate with non-profit and volunteer organizations to improve residents' awareness of the city's urban forest benefits and promote active involvement with ongoing programs (**F5**).

Response: The Respondent agrees with the findings.

R3: By September 20, 2019, Orange County cities listed in F10 should develop and implement policies and practices that will benefit their urban forests and explore ways to improve their street tree count (**F1, F6, F10**).

Response: The Respondent agrees with the findings.

Sincerely,

Allan Rigg, PE AICP
Director of Public Works
City Engineer

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 27, 2019

SUBJECT: **ADOPTION OF A DEBT MANAGEMENT POLICY**

REPORT IN BRIEF:

Requested is the adoption of Resolution No. 2019-37, approving a City Debt Management Policy.

RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 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 Resolution No. 2019-37, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADOPTING A DEBT POLICY".

BACKGROUND:

Senate Bill 1029 (SB 1029), which became effective on January 1, 2017, amends California Government Code Section 8855 related to local government debt management. SB 1029 expands the information that a municipal debt issuer (the "City") is required to provide to the California Debt and Investment Advisory Commission (CDIAC). Under SB 1029, local governments that issue debt and certain other financing obligations must certify, in a report to the CDIAC at least 30 days prior to the sale of such financing obligations, that it has adopted a debt policy addressing the use of debt and that the contemplated debt issuance is consistent with its debt policies.

Prior to SB 1029, debt policies have been adopted at the discretion of municipal debt issuers. As the City of Stanton has not issued debt in recent decades, the City has not previously adopted a Debt Management Policy (the "Debt Policy"). However, to comply with SB 1029, the City now seeks to adopt a Debt Policy.

ANALYSIS/JUSTIFICATION:

A fiscally prudent debt policy is required in order to assist in the City's effort to allocate limited resources to provide the highest quality of service to the public by ensuring the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.

The City's Debt Policy is designed to ensure that a due diligence review is performed for each debt transaction. This includes evaluating potential risks and benefits, as well as analyzing the impact that the transaction will have on City creditworthiness, debt affordability, and capacity. It is important to note that the proposed Debt Policy predominantly reflects these practices, all of which are in place to safeguard the City's funds and maintain fiscal stability.

The Debt Policy that is being presented for consideration meets all of the requirements of California Government Code Section 8855, as amended by SB 1029. Specific requirements mandated by SB 1029, which are all incorporated into the City's proposed Debt Policy, include the following:

- That agencies adopt a Debt Management Policy before issuing any new debt;
- That agencies comply with the adopted policy when issuing new debt and managing existing debt;
- That agencies submit an annual report to CDIAC on the status of new and existing debt;
- That agencies include the following five elements in their Debt Management Policy:
 1. The purposes for which the debt proceeds may be used
 2. The types of debt that may be issued
 3. The relationship of the debt to, and integration with, the issuer's capital improvement program of budget, if applicable
 4. Policy goals related to the issuer's planning goals and objectives
 5. The internal control procedures that the issuer has implemented, or will implement to ensure that the proceeds of the proposed debt issuance will be directed to the intended use

Based on the provisions of SB 1029, staff recommends that the City Council adopt the proposed Debt Policy by approving Resolution No. 2019-37 to promote economic growth and enhance the vitality of the City.

FISCAL IMPACT:

No direct fiscal impact will occur as a result of adopting the Debt Policy.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

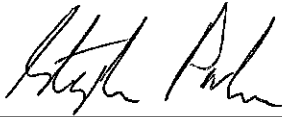
The City Attorney has reviewed and approved the attached resolution and Debt Management Policy as to form.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

- 4. Ensure Fiscal Stability and Efficiency in Governance
- 6. Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared by:

Approved by:



Stephen M. Parker, CPA
Assistant City Manager

Jared L. Hildenbrand
City Manager

Attachment:

- A. Resolution No. 2019-37
Exhibit A: Debt Management Policy

RESOLUTION NO. 2019-37

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA
ADOPTING A DEBT POLICY**

WHEREAS, the City Council (the "City Council") of the City of Stanton (the "City") is charged with establishing policies to guide the various functions of the City and its related entities and to establish procedures by which such functions are performed; and

WHEREAS, on September 12, 2016, the Governor of the State of California signed into law Senate Bill No. 1029 ("SB 1029"); and

WHEREAS, the City Council has preliminarily approved the Report as filed by adoption of Resolution 2019-18; and

WHEREAS, pursuant to California Government Code Section 8855, as amended by SB 1029, state and local governments are now required to certify to the California Debt and Investment Advisory Commission ("CDIAC") on their report of proposed debt issuance submitted prior to the issuance of any debt that they have adopted local debt policies concerning the use of debt and that the contemplated debt issuance is consistent with those debt policies; and

WHEREAS, the City Council desires to comply with SB 1029 and to adopt the City of Stanton Debt Management Policy (the "Debt Policy").

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES
HEREBY RESOLVE AS FOLLOWS:**

SECTION 1: The foregoing recitals are true and correct and the City Council so finds and determines.

SECTION 2: The City Council finds that this item is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

SECTION 3: The City Council of the City of Stanton hereby adopts the Debt Policy as set forth in Exhibit A attached hereto and incorporated herein by this reference.

ADOPTED, SIGNED AND APPROVED this 27th day of August, 2019.

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. 2019-37 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 27, 2019, 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 DEBT MANAGEMENT POLICY

This Debt Management Policy (the “Debt Policy”) of the City of Stanton (the “City”) was approved by the City Council on August 27th, 2019. The Debt Policy may be amended by the City Council as it deems appropriate from time to time in the prudent management of the debt of the City.

The Debt Policy has been developed to provide guidance in the issuance and management of debt by the City or its related entities and is intended to comply with Government Code Section 8855, as amended by Senate Bill 1029 effective January 1, 2017. References to codes, statutes and other legal provisions contained herein are provided solely for convenience, are subject to change and amendment, and shall not be deemed comprehensive or limiting. The main objectives of this Debt Policy are to establish conditions for the use of debt; to ensure that debt capacity and affordability are adequately considered; to minimize the City’s interest and issuance costs; to maintain the highest possible credit rating; to provide complete financial disclosure and reporting; and to maintain financial flexibility for the City.

Debt, properly issued and managed, is a critical element in any financial management program. It assists in the City’s effort to allocate limited resources to provide the highest quality of service to the public. The City understands that poor debt management can have ripple effects that hurt other areas of the City. On the other hand, a properly managed debt program promotes economic growth and enhances the vitality of the City.

1. Findings. This Debt Policy shall govern all debt undertaken by the City and its related entities. The City hereby recognizes that a fiscally prudent debt policy is required in order to:

- Maintain the City’s sound financial position.
- Ensure the City has the flexibility to respond to changes in future service priorities, revenue levels, and operating expenses.
- Protect the City’s credit-worthiness.
- Ensure that all debt is structured in order to protect both current and future constituents of the City.
- Ensure that the City’s debt is consistent with the City’s planning goals and objectives and capital improvement program or budget, as applicable.

2. Policies.

A. Purposes For Which Debt May Be Issued. The City will consider the use of debt financing primarily for capital improvement projects (CIP) when the project’s useful life will equal or exceed the term of the financing and when resources are identified sufficient to fund the debt service requirements. An exception to this CIP driven focus is the issuance of short-term instruments such as tax and revenue anticipation notes, which are to be used for

prudent cash management purposes. Bonded debt should not be issued to finance normal operating expenses.

Due to changes in the law affecting California redevelopment agencies with the passage of AB X1 26 (as subsequently amended by Assembly Bill 1484), the Stanton Redevelopment Agency was dissolved as of February 1, 2012, and its operations substantially eliminated except for the continuation of certain enforceable obligations to be administered by the City as the successor agency. The terms of AB X1 26 and subsequent legislation require successor agencies to administer the outstanding bond obligations including debt service, reserve set-asides, and any other obligations required under the bond indentures, and provide limited opportunities to refinance outstanding bonds.

The Administrative Services Director shall be responsible for analyzing a financing proposal to determine if it is beneficial to the City and conforms to the City's long-term financial planning objectives. An analysis of proposed debt may include, but shall not be limited to: (i) confirmation that the capital project is eligible for bond financing; (ii) review of all available financing instruments for the project and determination of the most cost effective option; (iii) estimates of total cost of the capital project including its design, construction cost, cost of furnishings, fixtures and equipment; (iv) source of revenue to fund the annual debt service; (v) analysis of the municipal bond market, including economic and interest rate trends; (vi) alternative bond structures; (vii) cost analysis of bond insurance; and (viii) evaluation of timing of when the City, or related entity, should enter the bond market.

B. Types of Debt. The Administrative Services Director will investigate all possible project financing alternatives including, but not limited to, bonds, loans, state bond pools and grants.

- Cash Funding: The City funds a significant portion of capital improvements on a "pay-as-you-go" basis. As part of a "pay as you go" strategy, the City will first look for grant funding for capital projects.
- Interfund Borrowing: The City may borrow internally from other funds with surplus cash in lieu of issuing bonded debt. Warranting the use of this type of borrowing could include short-term cash flow imbalances due to grant terms, interim financing pending the issuance of bonds, or long-term financing in lieu of bonds. The City funds from which the money is borrowed shall be repaid with interest based upon the earning rate of the City's investment pool. The Administrative Services Director shall also exercise due diligence to ensure that it is financially prudent for the fund making the loan.

Interfund loans will be evaluated on a case by case basis. The purpose of interfund borrowing is to finance high priority needs and to reduce costs of interest, debt issuance and/or administration.

- Bank Loans/Lines of Credit: Although the City does not typically utilize lines of credit for the financing of capital projects, financial institution credit is an option for municipal issuers and may be evaluated as a financing option.

- Other Loans: The City will evaluate other loan programs, including but not limited to State loans such as the Water Resources Control Board's revolving fund loans for the construction of water and wastewater infrastructure projects.
- Lease-Purchase Obligations: The City may enter into lease-purchase obligations provided that the final maturity of equipment obligations will be limited to the average useful life of the equipment to be financed and the final maturity of real property obligations will be determined by the size of the financing: 10-15 years for small issues, 20-25 years for large issues and 30 years for exceptional projects or those with a direct revenue component, such as a special tax. Principal shall generally be amortized to result in level annual lease payments; however, more rapid principal amortization may occur where permissible to meet debt repayment goals. The obligations should be callable in no later than 10 years.
- Bond Financing: The City may issue any bonds which are allowed under federal and State law including but not limited to general obligation bonds, certificates of participation, revenue bonds, assessment district bonds, and special tax bonds.

While conduit financings do not constitute a general obligation of the issuer, the same level of due diligence prior to bond issuance is required. The City will consider requests for special district formation on a case by case basis.

Although short-term borrowing has not been part of the City's past practice, notes are common in the municipal market and may be issued by the City.

- Joint Powers Authority: The City may also consider joint arrangements with other governmental agencies when a project serves the public interest beyond City boundaries.

The City may from time to time find that other forms of debt would be beneficial to further its public purposes and may approve such debt without an amendment of this Debt Policy.

C. Relationship of Debt to Capital Improvement Program and Budget. The City intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the City's capital budget and the capital improvement program.

The City shall integrate its debt issuances with the goals of its capital improvement program by timing the issuance of debt to ensure that projects are available when needed in furtherance of the City's public purposes.

The City shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment from its general fund.

D. Policy Goals Related to Planning Goals and Objectives. The City is committed to financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The City intends to issue debt for the purposes stated in this Debt Policy and to implement policy decisions incorporated in the City's annual operating budget. It is a policy goal of the City to protect its constituents by utilizing conservative financing methods and techniques so as to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs. The City will comply with applicable State and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

- Term of Debt: Debt will be structured for the shortest period possible, consistent with a fair allocation of costs to current and future users. The standard term of long-term debt borrowing is typically 15-30 years.

Consistent with its philosophy of keeping its capital facilities and infrastructure systems in good condition and maximizing a capital asset's useful life, the City will make every effort to set aside sufficient current revenues to finance ongoing maintenance needs and to provide reserves for periodic replacement and renewal. Generally, no debt will be issued for periods exceeding the useful life or average useful lives of projects to be financed.

- Debt Repayment Structure: In structuring a bond issue, the City will manage the amortization of the debt and, to the extent possible, match its cash flow to the anticipated debt service payments. In addition, the City will seek to structure debt with aggregate level debt service payments over the life of the debt. Structures with uneven debt service will be considered when one or more of the following exist: (i) natural disasters or extraordinary unanticipated external factors make payments on the debt in the early years prohibitive; (ii) such structuring is beneficial to the City's aggregate overall debt payment schedule; and (iii) such structuring will allow debt service to more closely match project revenues during the early years of the project's operation.
- Interest Rate Structure: To maintain a predictable debt service burden, the City will give preference to debt that carries a fixed interest rate. The City may choose in the future to issue securities that pay a rate of interest that varies according to a pre-determined formula or results from a periodic remarketing of securities. When making the determination to issue bonds in a variable rate mode in the future, consideration will be given in regards to the useful life of the project or facility being financed or the term of the project requiring the funding, market conditions, credit risk and third party risk analysis, and the overall debt portfolio structure when issuing variable rate debt for any purpose.
- Method of Sale: Debt issues are sold to a single underwriter or to an underwriting syndicate, either through a competitive sale or a negotiated sale.

A negotiated sale may involve the sale of securities to investors through an underwriter or the private placement of the securities with a financial institution(s) or other sophisticated investor(s). The selected method of sale will be that which is most beneficial to the City in terms of lowest net interest rate, most favorable terms in financial structure, and market conditions. The overall objective is to obtain the lowest possible interest cost and provide pricing transparency.

- Credit Enhancement: Credit enhancement may be used to improve or establish a credit rating on a City debt obligation. Types of credit enhancement include letters of credit, bond insurance and debt service reserve insurance policies. The Administrative Services Director will recommend the use of a credit enhancement if it reduces the overall cost of the proposed financing or if the use of such credit enhancement furthers the City's overall financial objectives.
- Derivatives: Derivative products may have application to certain City borrowing programs. In certain circumstances these products can reduce borrowing costs and assist in managing interest rate risk. However, these products carry with them certain risks not faced in standard debt instruments. The Administrative Services Director shall evaluate the use of derivative products on a case-by-case basis to determine whether the potential benefits are sufficient to offset any potential costs.
- Refundings: The City shall refinance debt to achieve savings as market opportunities arise. The Administrative Services Director (or designee) shall remain cognizant of fluctuations in interest rates for the purpose of identifying refunding opportunities and prepare a present value analysis identifying the economic effects of a refunding to determine the value of refunding. Refundings may be undertaken in order to: (i) take advantage of lower interest rates and achieve debt service costs savings; (ii) eliminate restrictive or burdensome bond covenants; and (iii) restructure debt to either lengthen the duration of debt or free up reserve funds.

Generally, the City shall strive to achieve a minimum of three percent (3%) net present value savings for a refunding. Upon the advice of the Administrative Services Director and with the assistance of the financial advisor and bond counsel, the City will consider undertaking refundings for other than economic purposes upon a finding that such a restructuring is in the City's overall best financial interest.

E. Internal Control Procedures. To ensure that bond proceeds are spent for their intended purposes, the Administrative Services Director (or designee) shall be responsible for undertaking a review of expenditures for each bond issue to determine that bond proceeds were in fact spent in the manner detailed in the bond documents on the date of issuance. If bond proceeds were spent in a manner different than as set forth on the date of issuance (for example, because of substitution projects or change in scope of expected projects), the Administrative

Services Director (or designee) with the assistance of the City's bond counsel, if necessary, will review the new expenditures to verify that expenditure of the bond proceeds is otherwise permitted to be financed. All projects being funded with bond proceeds shall be designated as such and included in the City's annual Capital Improvement Program as approved or amended by the City Council. The Administrative Services Director (or designee) shall maintain books and records of information showing how bond proceeds are spent. Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the City will submit written requisitions for such proceeds.

F. Initial Disclosure Requirements. The City acknowledges its disclosure responsibilities with respect to public offerings of securities. Under the guidance of disclosure counsel, the City will distribute or cause an underwriter to distribute its preliminary official statement and final official statement (the "Official Statement").

The Administrative Services Director (or designee) with the assistance of the financing team shall be responsible for soliciting "material" information (as defined in Securities and Exchange Commission Rule 10b-5) from City departments and identifying contributors who may have information necessary to prepare portions of the Official Statement or who should review portions of the Official Statement. In doing so, the Administrative Services Director (or designee) shall confirm that the Official Statement accurately states all "material" information relating to the decision to buy or sell the securities and that all information in the Official Statement has been critically reviewed by an appropriate person.

In connection with an initial offering of securities, the Administrative Services Director (or designee) with the assistance of the financing team will: (i) identify material information that should be disclosed in the Official Statement; (ii) identify other persons that may have material information (contributors); (iii) review the Official Statement; and (iv) ensure the City's compliance, and that of its related entities, with federal and State securities laws.

The Administrative Services Director (or designee) shall contact the individuals and departments identified as contributors as soon as possible in order to provide adequate time for them to perform their assigned tasks. Contributors shall assist in reviewing and preparing the Official Statement using their knowledge of the City and, if appropriate, by discussing the Official Statement with other members of the contributor's department to ensure accuracy.

The Administrative Services Director (or designee) shall review the Official Statement, identify any material differences in the presentation of financial information from the financial statements and ensure there are no misstatements or omissions of material information in any sections that contain information prepared by the City or of relevance to the finances of the City.

The City Attorney (or designee) shall review the Official Statement descriptions of (i) any material current, pending or threatened litigation; (ii) any material settlements or court orders and (iii) any other legal issues that are material information for purposes of the Official Statement.

Following receipt of the Official Statement, the Administrative Services Director (or designee) and the appropriate City staff (the “Disclosure Review Group”) shall critically evaluate the Official Statement for accuracy and compliance with federal and State securities laws, and shall, if appropriate, ask questions of the financing team and of any contributor or other person who reviewed or drafted any section of the Official Statement. The Disclosure Review Group may instruct the financing team to solicit information or review from additional contributors before approving the Official Statement. Once the Disclosure Review Group has completed its evaluation and the financing team has responded appropriately, the Official Statement must be presented to the City Council for approval.

The approval of an Official Statement shall be placed on the City Council agenda and shall not be considered as a consent calendar item. The staff report will summarize the City Council’s responsibilities with respect to the Official Statement and provide the City Council the opportunity to review a substantially final Official Statement. The City Council shall undertake such review as deemed necessary by the City Council to fulfill the City Council’s securities law responsibilities.¹

For any privately placed debt with no Official Statement, the Disclosure Review Group must be provided with the final staff report describing the issue and such other documents the Disclosure Review Group may request before the transaction is approved by the City Council.

G. Continuing Disclosure Compliance. The City shall comply with the requirements of its continuing disclosure undertakings entered into at the time of each bond issue. The Administrative Services Director (or designee) shall be responsible for providing ongoing disclosure information to the Municipal Securities Rulemaking Board’s (MSRB) Electronic Municipal Market Access (EMMA) system, the central depository designated by the Securities and Exchange Commission for ongoing disclosure by municipal issuers. At the time of adoption of this Debt Policy the City contracts with Kosmont Companies to provide ongoing disclosure information to EMMA.

The Administrative Services Director (or designee) will prepare the annual disclosure reports in accordance with the continuing disclosure undertakings. At the time of adoption of this Debt Policy the City contracts with Harrell & Company Advisors, LLC to prepare the annual disclosure reports. The Administrative Services Director (or designee) will identify material information that should be disclosed and identify other persons that may have knowledge of material information. Once the annual disclosure reports are in final draft form, the Administrative Services Director (or designee) will submit them for review by the Disclosure Review Group.

¹ The Securities and Exchange Commission (the “SEC”), the agency with regulatory authority over the City’s compliance with the federal securities laws, has issued guidance as to the duties of the City Council with respect to its approval of the POS. In its “Report of Investigation in the Matter of County of Orange, California as it Relates to the Conduct of the Members of the Board of Supervisors” (Release No. 36761 / January 24, 1996) (the “Release”), the SEC stated that, if a member of the City Council has knowledge of any facts or circumstances that an investor would want to know about prior to investing in the bonds, whether relating to their repayment, tax-exempt status, undisclosed conflicts of interest with interested parties, or otherwise, he or she should endeavor to discover whether such facts are adequately disclosed in the Official Statement. In the Release, the SEC stated that the steps that a member of the City Council could take include becoming familiar with the POS and questioning staff and consultants about the disclosure of such facts.

In addition to annual reports, Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C)-(D) obligates the City to disclose, in a timely manner to the MSRB, notice of certain specified events with respect to the City's securities, including the following:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, notices of proposed issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of security;
- (7) Modifications to rights of securities holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar events of the obligated person;
- (13) Consummation of a merger, consolidation, or acquisition or sale of substantially all of the assets of the obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee if material; and

(15) Incurrence of a financial obligation² of the obligated person, if material, or agreements to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material;

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties; and

(17) Notice of a failure of any person specified in SEC Rule 15c2-12(b)(5)(i)(A) to provide required annual financial information on or before the date specified in the written contract or agreement.

The Administrative Services Director (or designee) may file notice with the MSRB of specified events listed in the continuing disclosure undertakings without prior review and approval of the Disclosure Review Group if the City is contractually obligated to file and the disclosure document contains no discretionary content.

If any member of the Disclosure Review Group concludes that an event may have occurred, the Administrative Services Director shall be contacted and shall notify the Disclosure Review Group to discuss the potential event.

The Disclosure Review Group is an internal working group of City staff and not a decision-making or advisory body subject to the provisions of the Ralph M. Brown Act (Government Code section 54950 *et seq.*).

H. Compliance with Requirements for Tax-Exempt Obligations. These procedures apply to tax-exempt obligations issued by the City, unless the Administrative Services Director otherwise directs for a particular issue on particular circumstances that relate to that issue, including changes in guidance promulgated by the Internal Revenue Service (“IRS”), changes in law, the advice of bond counsel, or other factors the Administrative Services Director deems relevant.

These procedures are intended to supplement and explain certain general debt issuance procedures already followed by the City and to provide a more formal record of the procedures followed and to be followed by the City when it issues tax-exempt obligations. These procedures are also supplemented by various documents executed in connection with each individual bond issuance, including the certificate of the lead underwriter as submitted at the time of closing of the tax-exempt obligation, as well as the tax certificates executed by the City to represent various facts regarding federal tax law compliance, and the Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) which is filed around the time of issuance of a tax-exempt obligation.

² The term financial obligation means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

- Arbitrage and Yield: Unless a tax certificate documents that bond counsel has advised that arbitrage rebate will not be applicable to an issue of tax-exempt obligations: (a) the City shall engage the services of a Rebate Service Provider, and the City or the trustee shall deliver periodic statements concerning the investment of proceeds of tax-exempt obligations to the Rebate Service Provider on a prompt basis; (b) upon request, appropriate City personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider; (c) Appropriate City personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the tax-exempt obligations, and no later than 60 days after the last tax-exempt obligation of each issue is redeemed; and (d) during the construction period of each capital project financed in whole or in part by the tax-exempt obligations, appropriate City personnel shall monitor the investment and expenditure of tax-exempt obligation proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issuance date of the tax-exempt obligations. The City shall retain copies of all arbitrage reports and trustee statements as described below under “Record Keeping.”
- Procedures Regarding Use of Tax-Exempt Obligation Proceeds: After a tax-exempt obligation sale, tax-exempt obligation proceeds are deposited into separate accounts (i.e., they are not commingled with revenues of the City). Once the proceeds are deposited in such accounts, investment earnings are allocated to the same accounts. Set forth below are the procedures of the City to ensure the correct use of tax-exempt obligation proceeds. Appropriate City personnel shall: (a) monitor the use of the proceeds, the use of financed assets (e.g., facilities, furnishings or equipment) and the use of output or throughput of financed assets throughout the term of the tax-exempt obligations (and in some cases, beyond the term of the tax-exempt obligations) to ensure compliance with covenants and restrictions set forth in applicable City resolutions and tax certificates; (b) maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of tax-exempt obligations; (c) consult with bond counsel prior to entering into any licenses, leases, management contracts, or other contracts or arrangements potentially resulting in the use of financed facilities by nongovernmental persons, in order to ensure compliance with all covenants and restrictions set forth in applicable City resolutions or tax certificates; (d) maintain records for any contracts or arrangements involving the use of financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable City resolutions and tax certificates; (e) meet at least annually with personnel responsible for financed assets to identify and discuss any existing or planned use of financed assets, and the use of output or throughput of financed assets, to ensure that those uses are

consistent with all covenants and restrictions set forth in applicable City resolutions and tax certificates. All relevant records and contracts shall be maintained as described below under “Record Keeping.”

- Ongoing Procedures: This Policy, the tax certificate for each issue of tax-exempt obligations, and to the extent incorporated in the tax certificates, Form 8038-G, will be reviewed by the Administrative Services Director or designee: (a) on or prior to each 5-year anniversary date of the issue date of the tax-exempt obligations; (b) on or within 30 days of the date the tax-exempt are retired, defeased or refunded; (c) on or prior to the date of any rebate payment made if that date is not within 60 days of one of the dates mentioned in (a) above or the date the tax-exempt obligations are retired, defeased or refunded; (d) at the time of any change in use of any asset that was funded with a material amount of tax-exempt obligation proceeds; and (e) at the time of the occurrence or non-occurrence of any other event that could affect the tax-exempt status of the obligations as indicated in the tax certificate (e.g., the occurrence of an event which the tax certificate represents will not occur or is not expected to occur, or the non-occurrence of an event the tax certificate represents will or is expected to occur).

This review will be made for the purposes of identifying any possible violation of federal tax requirements related to tax-exempt obligations and to ensure the timely correction of those violations for remedial action described in IRS regulations or through the Tax-Exempt Bonds Voluntary Closing Agreement Program. If a possible violation is identified, the Administrative Services Director will consult with the City’s bond counsel.

- Record Keeping: Records necessary to support the status of obligations as tax-exempt will be maintained for the life of the obligations, and any obligations that refund the initial obligations plus three years. These records may be maintained on paper, or by electronic media, or by any combination thereof.

I. Waivers of Debt Policy. There will be circumstances from time to time when strict adherence to a provision of this Debt Policy is not possible or not in the best interest of the City. If the City staff has determined that a waiver of one or more provisions of this Debt Policy should be considered by the City Council, it will prepare an analysis for the City Council describing the rationale for the waiver and the impact of the waiver on the proposed debt issuance. Upon a majority vote of the City Council, one or more provisions of this Debt Policy may be waived for a debt financing. The failure of a debt financing to comply with one or more provisions of this Debt Policy shall in no way affect the validity of any debt issued by the City in accordance with applicable laws.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 27, 2019

**SUBJECT: NORTH ORANGE COUNTY PUBLIC SAFETY TASK
FORCE EXPENDITURE**

REPORT IN BRIEF:

Through the City's participation in the North Orange County Public Safety Task Force there is funding to purchase a truck for use by the Department of Public Safety. The purchase will be fully funded by the task force. The vehicle will be used by staff to address a variety of issues associated with homelessness.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Authorize the City Manager to approve the purchase of a truck by the Department of Public Safety utilizing North Orange County Public Safety Task Force funding.

BACKGROUND:

The Department of Public Safety plays a key role in addresses the issues identified by the North Orange County Public Safety Task Force. As part of this effort, the Code Enforcement Division has transitioned to the use of pick-up trucks to facilitate the removal of debris related to the homelessness issue. Public Safety personnel work diligently to remove abandoned property and clear encampments throughout the city, often in coordination with OCSD personnel to effectively manage contacts with members of the homeless community.

ANALYSIS/JUSTIFICATION:

The addition of a truck to the Public Safety Department will assist personnel in addressing a variety of issues throughout the community, primarily addressing the needs and mitigating the impacts of the homeless community.

FISCAL IMPACT:

The anticipated cost of the new vehicle is approximately \$30,000, with an additional anticipated cost of \$4,000 for traffic safety lighting and a public address system. This vehicle will be funded in its entirety by the North Orange County Public Safety Task Force.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

N/A

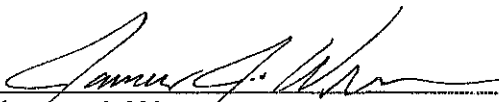
PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

1 – Provide a Safe Community

Prepared and Presented for Approval By:



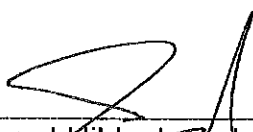
James J. Wren
Public Safety Director

Reviewed By:



Stephen M. Parker, CPA
Administrative Services Director

Approved By:



Jarad Hildenbrand
City Manager

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 27, 2019

SUBJECT: SAFETY IMPROVEMENTS AT THE STANTON FAMILY RESOURCE CENTER

REPORT IN BRIEF:

Recent critical incidents have highlighted the need for safety improvements at the Stanton Family Resource Center. The center provides critical resources to the community and is in need of improved to security to ensure the safe delivery of those services. The proposed enhancements would improve the level of safety for staff and patrons of the center.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Authorize Budget Adjustment No. 2020-04 to provide appropriation for security improvements at the Family Resource Center; and
3. Authorize the City Manager to approve funding associated with security improvements at the Stanton Family Resource Center.

BACKGROUND:

The Stanton Family Resource Center provides a number of critical resources to the community such as after school programs, counseling, outreach services and food programs among many others. Located at 11822 Santa Paula, the center is in the heart of the community it serves, however faces a number of challenges related to the safe operation of the facility. In recent years additional gates were added on the property which allowed for enhanced programming as well as improved security. Through improved methodologies and facility enhancements the security at the facility has improved. The primary issue to be addressed is the ability of the facility to ensure the safety of employees and patrons during a critical incident.

ANALYSIS/JUSTIFICATION:

As a result of a recent critical incident at the neighboring shopping center, it has expedited the need of the City to make security related improvements to the Family Resource Center. The improvements include the installation of keyless entry system where identification cards will be utilized to enter the building, as well as the installation of a call box to request entry. This will allow the building to be locked during hours of operation and create a significantly safer environment for patrons and staff when unwelcome individuals attempt to enter the facility. Key cards will also be required to enter from the staff lot off of Beach Boulevard, further limiting unwanted individuals on the property.

FISCAL IMPACT:

The anticipated cost of the safety improvements is \$32,895.

ENVIRONMENTAL IMPACT:

None

LEGAL REVIEW:

N/A

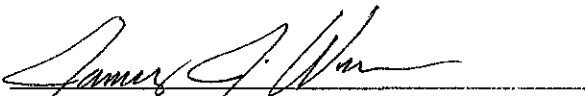
PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

1 – Provide a Safe Community


Prepared and Presented for Approval By:


James J. Wren
Public Safety Director

Reviewed By:


Stephen M. Parker, CPA
Administrative Services Director

Approved By:


Jarad Hildenbrand
City Manager

CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION

Fiscal Year: 2019-20
 Department: Administration
 Requested By: Jim Wren
 City Council Approval: _____
 Availability of Funds: _____
Administrative Services Department

BA # 2020-04
 Date: August 21, 2019
 Title: Public Safety Services Director
 Date: N/A
 Title: Assistant City Manager

Transfer		Current Budget	Increase (Decrease)	Amended Amount	
	Account Description	Account Number			
1	General Fund: Family Resources Center: Building Maintenance	101-5200-603110	\$ 8,200	\$ 34,000	\$ 42,200
2	General Fund: Fund Balance	101-0000-304320	\$ (3,238,300)	\$ (34,000)	\$ (3,272,300)

To provide appropriation for security improvements at the Family Resources Center.

Budget Adjustment Request Approved:

_____ Date _____
City Manager

Budget Adjustment Processed:

_____ Entered by _____
Date posted

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 27, 2019

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING A PROPOSED AMMENDMENT TO THE MEETING SCHEDULE FOR THE PARKS, RECREATION AND COMMUNITY SERVICES COMMISSION

REPORT IN BRIEF:

This item proposes an amendment to the meeting time for the Parks, Recreation and Community Services Commission as voted on by Commissioners at their regular meeting on Monday, July 15, 2019.

RECOMMENDED ACTION:

1. City Council declare this project categorically exempt under the California Environmental Quality Act, Class 32, and Section 15332; and
2. Adopt Resolution No. 2019-41 establishing the Parks and Recreation Commission's organization, purpose, powers and duties.

BACKGROUND:

During the July 15, 2019 Parks, Recreation and Community Services Commission meeting, Commissioners voted on changing their regular meeting time to 5:30 p.m. on the third Monday of every month.

ANALYSIS/JUSTIFICATION:

The discussion was initiated by Chairperson, John Warren, to accommodate varying schedule for Commissioners, staff and the public. Since the Commission's meeting time was set by the City Council via resolution Council is requested to adopt Resolution No. 2019-41 establishing the Parks, Recreation and Community Services Commission's organization, purpose, powers and duties.

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.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:


5 - Provide a high quality of life.

Prepared By:

Approved by:



Zenia Bobadilla
Community Services Manager



Jared Hildenbrand
City Manager

Attachment A: Resolution No. 2019-41

RESOLUTION NO. 2019-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, SETTING FORTH THE ORGANIZATION, PURPOSE, POWERS, AND DUTIES OF THE PARKS AND RECREATION COMMISSION AND RESCINDING RESOLUTION NO 2014-06

WHEREAS, the City Council has established Commissions to assist them in directing the operations of the City; and

WHEREAS, City Commissions are made up of persons having an interest in the betterment of the City of Stanton; and

WHEREAS, Section 2.32.040 of the adopted Chapter 2.32 requires the City Council to establish the organization, powers, purpose, and duties of the Parks and Recreation Commission via resolution.

WHEREAS, the Commission wishes to amend the monthly meeting time to 5:30 p.m. on the third Monday of each month.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, DOES HEREBY RESOLVE, AS FOLLOWS.

SECTION 1. Organization

A. The Parks and Recreation Commission shall, in November of each year, elect from its members a chairman and a vice - chairman who shall hold office for one year or until their successors are elected.

B. The Parks and Recreation Commission shall hold meetings on the third Monday of each month at 5:30 p. m. in the City Council Chambers at 7800 Katella Avenue in the City and shall establish such rules and regulations as it deems necessary for its government and for the faithful performance of its duties and which shall not be inconsistent with the laws of the state.

SECTION 2. Purpose, Powers, and Duties

A. The Parks and Recreation Commission shall act in an advisory capacity to the City Council and City staff in matters pertaining to development/ rehabilitation of parks and recreation facilities, recreation and youth services, senior citizen and human services, cultural arts services, neighborhood improvement, grants or other funding, and other matters as may be referred to the Commission by City Council from time to time.

B. The powers and duties of the Parks and Recreation Commission shall consist of the following:

- a. Advise in the planning of recreational facilities, programs, human services, youth and adult recreation services, senior citizen activities, cultural arts and other related programs for the residents of the City;
- b. Review and make recommendations on capital improvement programs, annual budget, the future of parks and recreation and the coordination of parks and recreation with other governmental and private agencies and voluntary organizations;
- c. Review and recommend the acquisition, development, beautification and maintenance of park and recreation facilities in the City as part of the master plan;
- d. Conduct studies and make recommendations which promote and encourage high standards and increased opportunities in community service activities and programs that are in the best interest of the City in accordance with the City's General Plan;
- e. Encourage broad citizen participation in community service activities, grant funded programs, parks, recreation, human services, senior citizens and cultural arts;
- f. Review plans and programs relating to the conservation of open space element of the City' s General Plan and make recommendations to the City Council;
- g. Study services as they affect the welfare of senior citizens within the City, and assist with the promotion of senior citizens services within the City;
- h. Act as a sounding board of individuals and organizations having an interest in neighborhood improvement, senior citizen affairs, park and recreation programs, human services and cultural arts;
- i. Initiate planning for future parks and facilities, as well as determine means of improving the areas, programs and facilities. Recommend guidelines to the City Council for City sponsorship of community service affairs;
- j. Perform such other duties and functions as the City Council may from time to time direct, or otherwise appoint the commission to administer or coordinate on behalf of the City;
- k. Review and make recommendations to the City Council for parks and recreation funding requests as deemed necessary by staff;
- l. Appoint members to serve on special committees to address specific community service items as needed;
- m. No decision of the Commission shall be final and binding on the City unless approved by the City Council or unless authority for the decision has been granted to the commission by provisions of City ordinance.

ADOPTED, SIGNED AND APPROVED this 27th day of August 2019.

DAVID J. SHAWVER, MAYOR

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 27, 2019

SUBJECT: UTILITY BOX ART PROGRAM THROUGHOUT THE CITY

REPORT IN BRIEF:

The Parks, Recreation and Community Services Commission recommended a potential program to decorate utility boxes throughout the city with community art. Staff would like the Commission to lead efforts on implementing an art based program in Stanton for utility boxes.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b); and
2. Authorize staff to move forward with a program to implement art on utility boxes throughout the City.

BACKGROUND:

The Parks, Recreation and Community Services Commission expressed interest in implementing a program that would allow for the decoration of utility boxes throughout the City.

Further research was conducted regarding the potential cost to start and maintain the program. After connecting with the cities of Davis, Glendale, Downey, and Redondo Beach it was determined that these cities have established funding by creating a Public Art Fund. Funds are collected from 1 percent of the project value for new buildings valued at \$500,000 or more, not including industrial or residential zones or projects financed through public funds.

While every city was different, staff time/labor also impacted the way the program was run. Staff time was typically spent processing applications, approving artwork and maintenance of existing boxes for an average of five hours each week.

Artwork is typically allowed on city owned boxes, with some exceptions. The City currently owns 26 utility boxes that are listed on Attachment A. Any artwork to be done on a public utility company's box constitutes a contract and approval between the city,

artist, and utility company.

ANALYSIS/JUSTIFICATION:

After evaluating the programs of the cities listed above, staff determined that implementation of such a program would require the following actions:

- Identifying funding for costs associated with the program such as site preparation, staff time, maintenance, supplies and other materials, and necessary insurance.
- Establishing guidelines, sponsorship tiers, application and artwork approval process for the execution of the program.

It should be noted that utility boxes are typically painted by artists and community members but alternatives include adhesive coverings or vinyl wraps.

FISCAL IMPACT:

Moderate fiscal impact for art supplies and materials, staff time, and potential maintenance such as graffiti abatement. Projected staff time is forty (40) hours per box in addition to follow up maintenance.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

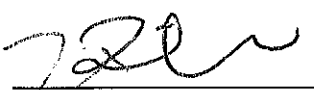
PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 – Provide a High Quality of Life

Prepared by:



Zenia Bobadilla
Community Services Manager

Approved by:



Jarad Hildenbrand
City Manager

ATTACHMENTS:

A. Utility Box Locations

B. Sample Application and Guidelines- City of Downey

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: August 27, 2019

SUBJECT: LOVE OUR CITIES SERVICE-BASED PROGRAM

REPORT IN BRIEF:

The Parks, Recreation, and Community Services Commission recommended adding a service-based program similar to the Love Our Cities model in Stanton. There are currently eleven Orange County cities involved in the program led by the faith-based group, OC United. Staff would like the Commission to lead efforts on implementing a similar program in Stanton.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project and is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b); and
2. Authorize staff to move forward with implementing a service-based community day with the Love Our Cities program.

BACKGROUND:

Following discussion regarding a clean-up day of service at our City parks, it was recommended by the Parks, Recreation, and Community Services Commission to dedicate a specific day of the year to a service project in the community. A number of cities are involved in a similar Love Our Cities program which mobilizes stakeholders and volunteers to work together on projects to enhance quality of life in their communities.

The Love Our Cities program is faith based and ran by a local group residing in a community. The group works closely with government agencies (city, county, and state), educational institutions, neighborhoods, media, businesses, non-profits, and other organizations to make this a community-wide effort. Their community based model is working "With" vs. "For" the city. A total of 65 cities have committed to the Love Our Cities program.

There are currently eleven Orange County cities involved in the program. The faith-based group that partners with these Cities is OC United. They describe their program as a movement to improve Anaheim, Brea, Buena Park, Costa Mesa, Fullerton, La

Habra, La Mirada, Orange, Placentia, Tustin, and Yorba Linda with the help of thousands of volunteers from churches, schools, city government, local businesses, organizations and other community groups.

OC United launches a simultaneous, multi-city, one-day service party where they include projects such as beautifying schools, installing drought resistant landscape, equip at-risk youth, spruce up neighborhoods, care for others in need, and many more volunteer service projects. Please refer to Attachment A for a summary of service projects conducted in Anaheim.

ANALYSIS/JUSTIFICATION:

The Love Our Cities Model requires an annual fee of \$750 based on the population of the City, to enter into a contract with the Love Our Cities program. The following step would be to partner with a faith based group and establish an MOU signed with Love Our Cities.

Please refer to Attachment B for the contract with expectations of the partner City and benefits to operating under the Love Our Cities model. Below is a breakdown of the features offered through Love Our Cities, which is estimated to have a value of \$16,110:

FEATURES INLCUDED WITH CONTRACT:

Program Benefits

- Volunteer Day How-To Guide
- Branding & Marketing
- Support (Strategic & Technical)
- Best Practices Forum
- Other City Initiatives Guides

Technology

- Website
- Web Domain
- Volunteer Sign-Up Page (& Management)
- Email Marketing (comparable to Constant Contact)
- Website Hosting/ Maintenance / Security

FISCAL IMPACT:

The minimum cost to join the Love Our Cities program will be \$750 in addition to staff time to coordinate with the partner agency.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

None.

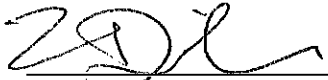
PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 – Provide a High Quality of Life

Prepared by:



Zenia Bobadilla
Community Services Manager

Approved by:



Jarad Hildenbrand
City Manager

ATTACHMENTS:

- A. Sample - Summary of Service Projects in Anaheim
- B. City Leaders and Sponsoring Organization Contract

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

DATE: AUGUST 27, 2019

SUBJECT: INTRODUCTION OF ORDINANCE 1093 ADDING CHAPTER 20.445 "WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY" TO THE STANTON MUNICIPAL CODE AS RELATED TO WIRELESS COMMUNICATION FACILITIES IN THE PUBLIC RIGHT-OF-WAY; AND RESOLUTION 2019-35 ADOPTING DESIGN AND DEVELOPMENT STANDARDS FOR WIRELESS COMMUNICATION FACILITIES IN THE PUBLIC RIGHT-OF-WAY

REPORT IN BRIEF:

The regulation of wireless telecommunication facilities in the public right-of-way requires specific rules and procedures. The Planning Commission recently reviewed the attached ordinance and design guidelines and recommended that both be approved by the City Council.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from CEQA under Sections 15060(c)(2): the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15060(c)(3): the activity is not a project as defined in Section 15378 of the CEQA Guidelines; and
2. Introduce Ordinance No. 1093 which will add Chapter 20.445 to the City's Municipal Code regulating wireless telecommunication facilities in the public right-of-way; and
3. Adopt Resolution No. 2019-35 adopting design and development standards for wireless communication facilities in the public right-of-way.

BACKGROUND:

Traditionally, wireless antennas and equipment were primarily installed on large towers on private land and on the rooftops of buildings. These deployments are subject to land use review under the zoning code.



In recent years, wireless service providers increasingly have sought to install wireless communication facilities (WCFs) on utility poles, streetlights, and new poles in the public right-of-way (ROW). Current predictions indicate that the next wave of wireless facility deployment—"5G"—will involve \$275 billion in investment over the next decade, with the vast majority of these new facilities anticipated to be placed in ROW. Historically, telecommunications installations in the ROW have been addressed through encroachment permits. However, the City's Code contains minimal standards or regulations designed to address the unique aesthetic, safety, operational, and locational issues in connection with the installation of WCFs in the ROW.

In addition, recent changes in federal law place shortened time frames or "shot clocks" and other requirements on local review of WCF installations in the ROW. Adopted in September 2018, an FCC declaratory order and regulations "September 2018 Order" provides that, if a city fails to render a decision on a "small wireless facility" application within a specified time period (60 days for installations on existing structures, and 90 days for new structures), then this failure will be presumed to violate federal law (both a failure to act within a reasonable period of time and an effective prohibition of personal wireless services).

In the September 2018 Order, the FCC also declared that all fees (including permit fees and rental fees for use of government-owned infrastructure, such as streetlights) must be based on a reasonable approximation of the local government's costs. Only objectively reasonable costs may be factored into fees, and fees may be no higher than the fees charged to similarly situated competitors in similar situations. The FCC created "safe harbors" of presumptively reasonable fee levels that include: non-recurring fees equal to \$500 for a single application for up to five co-locations (e.g., a facility installed on an existing structure), plus \$100 for each additional co-location facility, and \$1,000 for each new pole. Recurring fees are presumed reasonable if equal to \$270 per facility/per year, including the fee for attachment to municipal infrastructure and use of ROW. The FCC provided these safe harbor amounts for use in the absence of a cost justification. These portions of the FCC small cell order went into effect on January 14, 2019.

Additional FCC rules contained in the September 2018 Order went into effect on April 15, 2019. These rules address aesthetics standards, including undergrounding. The FCC declared that local aesthetic requirements on small wireless facilities will be preempted by federal law unless the requirements are reasonable, no more burdensome than those applied to other types of infrastructure deployments, and objective and published in advance. Further, another FCC order that was released in August 2018 prohibits cities from imposing a moratorium on wireless installations, which means that there can be no pause in accepting or processing applications to allow a city to study and address potential issues.

While the legal validity of both FCC orders is being litigated, both the FCC and the Tenth Circuit have denied requests to stay the effectiveness of the small cell order

pending the resolution of the litigation. Staff, therefore, is taking the steps discussed below to address wireless deployments in the ROW consistent with the new federal regulations, and among them, recommends Council adopt an ordinance and a resolution on design and development standards.

ANALYSIS/JUSTIFICATION:

To address wireless facilities applications in the ROW, staff recommends that the City Council:

1. Introduce Ordinance 1093 which will add Chapter 20.445 to the City's Municipal Code regulating wireless telecommunication facilities in the public right-of-way; and
2. Adopt Resolution 2019-35 adopting design and development standards for wireless communication facilities in the public right-of-way.

The ordinance and resolution work in concert:

- **Ordinance.** The Ordinance would add Chapter 20.445 to the City's Municipal Code and would impact applications for WCFs in the ROW. For all wireless facility installations in the ROW, the code amendments provide for permit and review procedures that will allow the City to meet the FCC shot clock deadlines and operation and maintenance standards.
- **Design and Development Standards Resolution.** The Ordinance amending the City's Municipal Code provides that design and development standards will be established by resolution of the City Council and that minor amendments may be approved by the Planning Commission. The Design and Development Standards Resolution provides these standards. Given the frequent and often important changes to the law and technology of wireless installations and the pending litigation surrounding the FCC Order, design standards-by-resolution affords the City flexibility to readily adapt and tailor its regulations to these changes and the concerns of the City.

In addition to the Ordinance and the Design and Development Resolution for City Council approval, City Staff is developing a standard application for WCF installations in the ROW, all of which together will serve as the City's framework for addressing applications for such WCF installations.

FISCAL IMPACT:

The City may receive revenues from the installations of these wireless facilities.

ENVIRONMENTAL IMPACT:

The project is exempt from CEQA under Sections 15060(c)(2): the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; and 15060(c)(3): the activity is not a project as defined in Section 15378 of the CEQA Guidelines.

LEGAL REVIEW:

The City Attorney has prepared the ordinance and design guidelines.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a quality infrastructure.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

Prepared by,



Allan Rigg
Director of Public Works

Reviewed by,



Rose Rivera
Senior Planner

Approved by,



Jarad Hildebrand
City Manager

Attachments:

- (1) Ordinance No. 1093
- (2) Resolution No. 2019-35

ORDINANCE NO. 1093

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON TO AMEND THE CITY OF STANTON MUNICIPAL CODE TITLE 20, ARTICLE 4, TO ADD CHAPTER 20.455, "WIRELESS FACILITIES IN THE PUBLIC RIGHT-OF-WAY"

WHEREAS, pursuant to the California State Constitution, the City of Stanton ("City") has the authority to adopt such ordinances as it deems necessary and appropriate to assure good government in the City, to protect and preserve the City's rights, property and privileges, and to preserve peace, safety and good order; and

WHEREAS, the City deems it to be necessary and appropriate to provide for certain standards and regulations relating to the location, placement, design, construction and maintenance of telecommunications towers, antennas and other structures within the City's public rights-of-way, and providing for the enforcement of said standards and regulations, consistent with federal and state law limitations on that authority.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the City Council of the City of Stanton:

SECTION 1: The foregoing Recitals are adopted as findings of the City Council as though set forth in fully within the body of this ordinance.

SECTION 2: Amendment. Amend Section 20.450.020 to add subsection 4, which shall read as follows:

"WCFs located in the public right-of-way, which are regulated by Chapter 20.455 of the Code."

SECTION 3: Title 12 of the Code for the City ("Code") shall be amended to add a new Chapter 20.455, entitled "Wireless Facilities in Public Rights-Of-Way" as follows:

"CHAPTER 20.455 - WIRELESS FACILITIES IN PUBLIC RIGHT-OF-WAY

20.455.010. Purpose.

The purpose of this Chapter is to establish a process for managing, and uniform standards for acting upon, requests for the placement of wireless facilities within the public rights-of-way of the City consistent with the City's obligation to promote the public health, safety, and welfare, to manage the public rights-of-way, and to ensure that the public is not incommoded by the use of the public rights-of-way for the placement of wireless facilities. The City recognizes the importance of wireless facilities to provide high-quality communications service to the residents and businesses within the City, and the City also recognizes its obligation to comply with applicable Federal and State law regarding the placement of personal wireless services facilities in its public rights-of-way. This ordinance shall be interpreted consistent with those provisions.

20.455.020. Definitions.

For purposes of this Chapter, the following definitions apply:

Application: A formal request, including all required and requested documentation and information, submitted by an applicant to the City for a wireless encroachment permit.

Applicant: A person filing an application for placement or modification of a wireless facility in the public right-of-way.

Base Station: shall have the meaning as set forth in 47 C.F.R. Section 1.6100(b)(1), or any successor provision.

Eligible Facilities Request: shall have the meaning as set forth in 47 C.F.R. Section 1.6100(b)(3), or any successor provision.

FCC: The Federal Communications Commission or its lawful successor.

Municipal Infrastructure: City-owned or controlled property structures, objects, and equipment in the ROW, including, but not limited to, street lights, traffic control structures, banners, street furniture, bus stops, billboards, or other poles, lighting fixtures, or electroliers located within the ROW.

Permittee: any person or entity granted a wireless encroachment permit pursuant to this Chapter.

Personal Wireless Services: shall have the same meaning as set forth in 47 U.S.C. Section 332(c)(7)(C)(i).

Personal Wireless Services Facility: means a wireless facility used for the provision of personal wireless services.

Public Right-of-Way, or ROW: shall have the same meaning as in Section 12.32.020, but shall also include any portion of any road or public way which the City has the responsibility to maintain or manage.

Small Cell Facility: shall have the same meaning as “small wireless facility” in 47 C.F.R. 1.6002(l), or any successor provision (which is a personal wireless services facility that meets the following conditions that, solely for convenience, have been set forth below):

(1) The facility—

(i) is mounted on a structure 50 feet or less in height, including antennas, as defined in 47 C.F.R. Section 1.1320(d), or

(ii) is mounted on a structure no more than 10 percent taller than other adjacent structures, or

- (iii) does not extend an existing structure on which it are located to a height of more than 50 feet or by more than 10 percent, whichever is greater;
- (2) Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in 47 C.F.R. Section 1.1320(d)), is no more than three cubic feet in volume;
- (3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;
- (4) The facility does not require antenna structure registration under 47 C.F.R. Part 17;
- (5) The facility is not located on Tribal lands, as defined under 36 C.F.R. Section 800.16(x); and
- (6) The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in 47 C.F.R. Section 1.1307(b).

Support Structure: Any structure capable of supporting a base station.

Tower: Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for personal wireless services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include utility poles.

Underground areas: Those areas where there are no electrical facilities or facilities of the incumbent local exchange carrier in the right of way; or where the wires associated with the same are or are required to be located underground; or where the same are scheduled to be converted from overhead to underground. Electrical facilities are distribution facilities owned by an electric utility and do not include transmission facilities used or intended to be used to transmit electricity at nominal voltages in excess of 35,000 volts.

Utility Pole: A structure in the ROW designed to support electric, telephone and similar utility lines. A tower is not a utility pole.

Wireless Encroachment Permit: A permit issued pursuant to this Chapter authorizing the placement or modification of a wireless facility of a design specified in the permit at a particular location within the ROW; and the modification of any existing support structure to which the wireless facility is proposed to be attached.

Wireless Facility, or Facility: The transmitters, antenna structures and other types of installations used for the provision of wireless services at a fixed location, including, without limitation, any associated tower(s), support structure(s), and base station(s).

Wireless Infrastructure Provider: A person that owns, controls, operates or manages a wireless facility or portion thereof within the ROW.

Wireless Regulations: Those regulations adopted pursuant to Section 5 and implementing the provisions of this Chapter.

Wireless Service Provider: An entity that provides personal wireless services to end users.

20.455.030. Scope.

(a) **In general.** Unless exempted, every person who desires to place a wireless facility in the public rights-of-way or modify an existing wireless facility in the public rights-of-way must obtain a Minor Use Permit authorizing the placement or modification in accordance with this Chapter. Except for small cell facilities, facilities qualifying as eligible facilities requests, or any other type of facility expressly allowed in the public right-of-way by state or federal law, no other wireless facilities shall be permitted pursuant to this Chapter.

(b) **Exemptions.** This Chapter does not apply to:

- (1) The placement or modification of facilities by the City or by any other agency of the state solely for public safety purposes.
- (2) Installation of a "cell on wheels," "cell on truck" or a similar structure for a temporary period in connection with an emergency or event, but no longer than required for the emergency or event, provided that installation does not involve excavation, movement, or removal of existing facilities.
- (3) Installation of a wireless facility on the strand between two utility poles, provided that the cumulative volume of all wireless facilities on the strand shall not exceed 1 cubic foot and provided further that the installation does not require replacement of the strand, or excavation, modification or replacement of the utility poles.

(c) **Other applicable requirements.** In addition to the Minor Use Permit required herein, the placement of a wireless facility in the ROW requires the persons who will own or control those facilities to obtain all permits required by applicable law, and to comply with applicable law, including, but not limited, applicable law governing radio frequency (RF) emissions.

(d) **Pre-existing Facilities in the ROW.** Any wireless facility already existing in the ROW as of the date of this Chapter's adoption shall remain subject to the provisions of the City Code in effect prior to this Chapter, unless and until an extension of such facility's then-existing permit is granted, at which time the provisions of this Chapter shall apply in full force going forward as to such facility. The review of any request for a renewal of a permit for such pre-existing facilities shall be conducted pursuant to this Chapter, rather than the portion(s) of the City Code that it was previously reviewed under.

(e) **Public use.** Except as otherwise provided by California law, any use of the public right-of-way authorized pursuant to this Chapter will be subordinate to the City's use and use by the public.

20.455.040. Administration.

(a) **Reviewing Authority.** The Director of Community Development (Director) or his or her designee is responsible for administering this Chapter. As part of the administration of this Chapter, the Director may:

- (1) Interpret the provisions of this Chapter;
- (2) Develop and implement standards governing the placement and modification of wireless facilities consistent with the requirements of this Chapter, including regulations governing collocation and resolution of conflicting applications for placement of wireless facilities;
- (3) Develop and implement acceptable designs and development standards for wireless facilities in the public rights-of-way, taking into account the zoning districts bounding the public rights-of-way;
- (4) Develop forms and procedures for submission of applications for placement or modification of wireless facilities, and proposed changes to any support structure consistent with this Chapter;
- (5) Develop and implement an expedited, over-the-counter permit process for pre-approved wireless facility designs;
- (6) Determine the amount of and collect, as a condition of the completeness of any application, any fee established by this Chapter;
- (7) Establish deadlines for submission of information related to an application, and extend or shorten deadlines where appropriate and consistent with state and federal laws and regulations;
- (8) Issue any notices of incompleteness, requests for information, or conduct or commission such studies as may be required to determine whether a permit should be issued;
- (9) Require, as part of, and as a condition of completeness of any application, notice to members of the public that may be affected by the placement or modification of the wireless facility and proposed changes to any support structure;
- (10) Subject to appeal as provided herein, determine whether to approve, approve subject to conditions, or deny an application; and
- (11) Take such other steps as may be required to timely act upon applications for placement of wireless facilities, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

(b) **Appeal.**

- (1) Any person adversely affected by the decision of the Director pursuant to this Chapter may appeal the Director's decision to the City Manager, who may decide the issues *de novo*, and whose written decision will be the final decision of the City. An appeal by a wireless infrastructure provider must be taken jointly with the wireless service provider that intends to use the personal wireless services facility.
- (2) All appeals must be filed within two (2) business days of the written decision of the Director, unless the Director extends the time therefore. An extension

may not be granted where extension would result in approval of the application by operation of law.

- (3) Any appeal shall be conducted so that a timely written decision may be issued in accordance with applicable law.
- (4) Where the Director grants an application based on a finding that denial would result in a prohibition or effective prohibition under applicable federal law, the decision shall be automatically appealed to the City Manager.

20.455.050. General Standards for Wireless Facilities in the Public Right-of-Way.

(a) **Generally.** Wireless facilities in the ROW shall meet the minimum requirements set forth in this ordinance and the wireless regulations, in addition to the requirements of any other applicable law.

(b) **Regulations.** The wireless regulations and decisions on applications for placement of wireless facilities in the ROW shall, at a minimum, ensure that the requirements of this section are satisfied, unless it is determined that applicant has established that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate applicable laws or regulations. If that determination is made, the requirements of this Chapter may be waived, but only to the minimum extent required to avoid the prohibition or violation.

(c) **Minimum Standards.** Wireless facilities shall be installed and modified in a manner that minimizes risks to public safety, avoids placement of aboveground facilities in underground areas, avoids installation of new support structures or equipment cabinets in the public rights-of-way, and otherwise maintains the integrity and character of the neighborhoods and corridors in which the facilities are located; ensures that installations are subject to periodic review to minimize the intrusion on the rights of way; and ensures that the City bears no risk or liability as a result of the installations, and that such use does not inconvenience the public, interfere with the primary uses of the rights-of-way, or hinder the ability of the City or other government agencies to improve, modify, relocate, abandon, or vacate the public rights of way or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the rights of way.

(d) **Design and Location Preferences.** Wireless facilities in the public right-of-way shall conform to the design and development standards set through a resolution adopted by the City Council and updated from time to time. The Planning Commission is authorized to adopt minor changes to the Council-approved design and development standards through a resolution. For purposes of this section, "minor changes" include amendments of no significant effect that comply with the spirit and intent of the original Council action. The Planning Commission is also authorized to adopt the "pre-approved" designs that will qualify for the expedited approval process in Section 20.455.060(d).

20.455.060. Applications.

(a) **Submission.** Unless the wireless regulations provide otherwise, applicant shall submit a paper copy and an electronic copy of any application, amendments, or supplements to an application, or responses to requests for information regarding an application to: Director, at 7800 Katella Ave., Stanton, CA 90680.

(b) **Pre-application meeting.** Prior to filing an application for a wireless encroachment permit, an applicant is encouraged to schedule a pre-application meeting with the Director to discuss the proposed facility, the requirements of this Chapter, and any potential impacts of the proposed facility.

(c) **Content.** An application must contain:

- (1) Any information required pursuant to the wireless regulations;
- (2) The name of the applicant, its telephone number and contact information, and if the applicant is a wireless infrastructure provider, the name and contact information for the wireless service provider that will be using the personal wireless services facility;
- (3) A complete description of the proposed wireless facility and the work that will be required to install or modify it, including, but not limited to, detail regarding proposed excavations, if any; detailed site plans showing the location of the wireless facility, and specifications for each element of the wireless facility, clearly describing the site and all structures and facilities at the site before and after installation or modification; and describing the distance to the nearest residential dwelling unit and any historical structure within 500 feet of the facility. Before and after 360 degree photosimulations must be provided.
- (4) Documentation sufficient to show that the proposed facility will comply with generally-applicable health and safety provisions of the City Code and the FCC's radio frequency emissions standards.
- (5) A copy of the lease or other agreement between the applicant and the owner of the property to which the proposed facility will be attached.
- (6) If the application is for a small cell facility, the application shall state as such and shall explain why the proposed facility meets the definition of small cell facility in this Chapter.
- (7) If the application is for an eligible facilities request, the application shall state as such and must contain information sufficient to show that the application qualifies as an eligible facilities request, which information must show that there is an existing wireless facility that was approved by the City. Before and after 360 degree photosimulations must be provided, as well as documentation sufficient to show that the proposed facility will comply with generally-applicable health and safety provisions of the City Code and the FCC's radio frequency emissions standards.
- (8) Proof that notice has been mailed to owners of all property owners, and the resident manager for any multi-family dwelling unit that includes ten (10) or more units, within 300 feet of the proposed personal wireless services facility.

- (9) If applicant contends that denial of the application would prohibit or effectively prohibit the provision of service in violation of federal law, or otherwise violate applicable law, the application must provide all information on which the applicant relies on in support of that claim. Applicants are not permitted to supplement this showing if doing so would prevent City from complying with any deadline for action on an application.
- (10) The electronic version of an application must be in a standard format that can be easily uploaded on a web page for review by the public.
- (11) Any required fees.

(d) **Expedited Process.** If an applicant wishes to receive an expedited, over-the-counter approval for installing a wireless facility in the right-of-way, then it must submit the application materials listed above in Section 22.455.060(c) and show that the proposed wireless facility meets the specific pre-approved designs listed in the City's wireless facility design and development standards. The expedited process allows for an over-the-counter approval, rather than requiring Director review and findings. Approvals issued under this expedited process will still be subject to the permit Conditions of Approval. Further, this expedited process may be amended by the Director from time to time.

(e) **Fees.** Application fee(s) shall be required to be submitted with any application for a wireless encroachment permit. The City Council is hereby authorized to determine, or cause to be determined, the amount, type, and other terms of such fee(s) from time to time by means of resolution. Notwithstanding the foregoing, no application fee shall be refundable, in whole or in part, to an applicant for a wireless encroachment permit unless paid as a refundable deposit.

(f) **Waivers.** Requests for waivers from any requirement of this section shall be made in writing to the Director or his or her designee. The Director may grant or deny a request for a waiver pursuant to this subsection. The Director may grant a request for waiver if it is demonstrated that, notwithstanding the issuance of a waiver, the City will be provided all information necessary to understand the nature of the construction or other activity to be conducted pursuant to the permit sought. All waivers approved pursuant to this subsection shall be (1) granted only on a case-by-case basis, and (2) narrowly-tailored to minimize deviation from the requirements of the City Code.

(g) **Incompleteness.** For personal wireless facilities and eligible facilities requests, applications will be processed, and notices of incompleteness provided, in conformity with state, local, and federal law. If such an application is incomplete, the Director may notify the applicant in writing, and specifying the material omitted from the application.

20.455.070. Findings; Decisions; Consultants.

(a) Findings Required for Approval.

- (1) Except for eligible facilities requests, the Director or the City Manager, as the case may be, shall approve an application if, on the basis of the application and other materials or evidence provided in review thereof, it finds the following:
 - (i) The facility is not detrimental to the public health, safety, and welfare;

- (ii) The facility complies with this Chapter and all applicable design and development standards;
- (iii) The facility meets applicable requirements and standards of state and federal law; and
- (2) For eligible facilities requests, the Director or the City Manager, as the case may be, shall approve an application if, on the basis of the application and other materials or evidence provided in review thereof, it finds the following:
 - (i) That the application qualifies as an eligible facilities request; and
 - (ii) That the proposed facility will comply with all generally-applicable laws.
- (b) **Decisions.** Decisions on an application by the Director or the City Manager shall be in writing and include the reasons for the decision.
- (c) **Independent Consultants.** The Director or the City Manager, as the case may be, is authorized, in its discretion, to select and retain independent consultant(s) with expertise in telecommunications in connection with the review of any application under this Chapter. Such independent consultant review may be retained on any issue that involves specialized or expert knowledge in connection with an application, including, but not limited to, application completeness or accuracy, structural engineering analysis, or compliance with FCC radio frequency emissions standards.

20.455.080. Conditions of Approval.

- (a) **Generally.** In addition to any supplemental conditions imposed by the Director or the City Manager, as the case may be, all permits granted pursuant to this Chapter shall be subject to the following conditions, unless modified by the approving authority:
 - (1) *Code Compliance.* The permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations and other rules, including, without limitation, those applying to use of public rights-of-way.
 - (2) *Permit Duration.* A wireless encroachment permit shall be valid for a period of ten (10) years, unless pursuant to another provision of the Code or these conditions, it expires sooner or is terminated. At the end of ten (10) years from the date of issuance, such Permit shall automatically expire, unless an extension or renewal has been granted. A person holding a wireless encroachment permit must either (1) remove the facility within thirty (30) days following the permit's expiration (provided that removal of support structure owned by City, a utility, or another entity authorized to maintain a support structure in the right of way need not be removed, but must be restored to its prior condition, except as specifically permitted by the City); or (2) at least ninety (90) days prior to expiration, submit an application to renew the permit, which application must, among all other requirements, demonstrate that the impact of the wireless facility cannot be reduced. The wireless facility must remain in place until it is acted upon by the City and all appeals from the City's decision exhausted.
 - (3) *Timing of Installation.* The installation and construction authorized by a wireless encroachment permit shall begin within one (1) year after its approval, or it will expire without further action by the City. The installation

and construction authorized by a wireless encroachment permit shall conclude, including any necessary post-installation repairs and/or restoration to the ROW, within thirty (30) days following the day construction commenced.

- (4) *Commencement of Operations.* The operation of the approved facility shall commence no later than one (1) month after the completion of installation, or the wireless encroachment permit will expire without further action by the City.
- (5) *As-Built Drawings.* The Permittee shall submit an as-built drawing within ninety (90) days after installation of the facility. As-builts shall be in an electronic format acceptable to the City.
- (6) *Inspections; Emergencies.* The City or its designee may enter onto the facility area to inspect the facility upon 48 hours prior notice to the permittee. The permittee shall cooperate with all inspections and may be present for any inspection of its facility by the City. The City reserves the right to enter or direct its designee to enter the facility and support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property. The city shall make an effort to contact the permittee prior to disabling or removing any facility elements, but in any case shall notify permittee within 24 hours of doing so.
- (7) *Contact.* The permittee shall at all times maintain accurate contact information for all parties responsible for the facility, which shall include a phone number, street mailing address and email address for at least one natural person.
- (8) *Insurance.* Permittee shall obtain and maintain throughout the term of the permit: commercial general liability insurance with a limit of \$1,000,000 per occurrence for bodily injury and property damage and \$2,000,000 general aggregate including premises operations, contractual liability, personal injury, and products completed operations. The relevant policy(ies) shall name the City, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insureds. Permittee shall provide thirty (30) days' prior notice to the City of to the cancellation or material modification of any applicable insurance policy.
- (9) *Indemnities.* The permittee and, if applicable, the owner of the property upon which the wireless facility is installed shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees (i) from any and all damages, liabilities, injuries, losses, costs, and expenses, and from any and all claims, demands, law suits, writs of mandamus, and other actions or proceedings brought against the city or its agents, officers, officials, or employees to challenge, attack, seek to modify, set aside, void or annul the city's approval of the permit, and (ii) from any and all damages, liabilities, injuries, losses, costs, and expenses, and any and all claims, demands, law suits, or causes of action and other actions or proceedings of any kind or form, whether for personal injury, death or property damage, arising out of or in connection with the activities or performance of the permittee or, if applicable, the property owner or any of each one's agents,

employees, licensees, contractors, subcontractors, or independent contractors. In the event the city becomes aware of any such actions or claims the city shall promptly notify the permittee and, if applicable, the property owner and shall reasonably cooperate in the defense. The City shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the City's defense, and the property owner and/or permittee (as applicable) shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense.

- (10) *Performance Bond.* Prior to issuance of a wireless encroachment permit, the permittee shall file with the city, and shall maintain in good standing throughout the term of the approval, a performance bond or other surety or another form of security for the removal of the facility in the event that the use is abandoned or the permit expires, or is revoked, or is otherwise terminated. The security shall be in the amount equal to 100% of the cost of physically removing the facility and all related facilities and equipment on the site, based on the higher of two contractor's quotes for removal that are provided by the permittee. The permittee shall reimburse the city for staff time associated with the processing and tracking of the bond, based on the hourly rate adopted by the City Council. Reimbursement shall be paid when the security is posted and during each administrative review.
- (11) *Adverse Impacts on Adjacent Properties.* Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, and removal of the facility.
- (12) *Noninterference.* Permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement, or property without the prior consent of the owner of that structure, improvement, or property. No structure, improvement, or property owned by the City shall be moved to accommodate a permitted activity or encroachment, unless the City determines that such movement will not adversely affect the City or any surrounding businesses or residents, and the Permittee pays all costs and expenses related to the relocation of the City's structure, improvement, or property. Prior to commencement of any work pursuant to a wireless encroachment permit, the Permittee shall provide the City with documentation establishing to the city's satisfaction that the Permittee has the legal right to use or interfere with any other structure, improvement, or property within the public right-of-way or city utility easement to be affected by Permittee's facilities.
- (13) *No Right, Title, or Interest.* The permission granted by a wireless encroachment permit shall not in any event constitute an easement on or an encumbrance against the public right-of-way. No right, title, or interest (including franchise interest) in the public right-of-way, or any part thereof, shall vest or accrue in Permittee by reason of a wireless encroachment permit or the issuance of any other permit or exercise of any privilege given thereby.

- (14) *No Possessory Interest.* No possessory interest is created by a wireless encroachment permit. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, Permittee acknowledges that City has given to Permittee notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to a wireless encroachment permit may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Permittee shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes, fees, and assessments levied against Permittee's right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by this permit.
- (15) *General Maintenance.* The site and the facility, including, but not limited to, all landscaping, fencing, and related transmission equipment, must be maintained in a neat and clean manner and in accordance with all approved plans. All graffiti on facilities must be removed at the sole expense of the permittee within forty eight (48) hours after notification from the City.
- (16) *RF Exposure Compliance.* All facilities must comply with all standards and regulations of the FCC and any other state or federal government agency with the authority to regulate RF exposure standards. After transmitter and antenna system optimization, but prior to unattended operations of the facility, permittee or its representative must conduct on-site post-installation RF emissions testing to demonstrate actual compliance with the FCC OET Bulletin 65 RF emissions safety rules for general population/uncontrolled RF exposure in all sectors. For this testing, the transmitter shall be operating at maximum operating power, and the testing shall occur outwards to a distance where the RF emissions no longer exceed the uncontrolled/general population limit.
- (17) *Testing.* Testing of any equipment shall take place on weekdays only, and only between the hours of 8:30 a.m. and 4:30 p.m., except that testing is prohibited on holidays that fall on a weekday. In addition, testing is prohibited on weekend days.
- (18) *Modifications.* No changes shall be made to the approved plans without review and approval in accordance with this Chapter.
- (19) *Agreement with City.* If not already completed, permittee shall enter into the appropriate agreement with the City, as determined by the City, prior to constructing, attaching, or operating a facility on Municipal Infrastructure. This permit is not a substitute for such agreement.
- (20) *Conflicts with Improvements.* For all facilities located within the ROW, the permittee shall remove or relocate, at its expense and without expense to the city, any or all of its facilities when such removal or relocation is deemed necessary by the city by reason of any change of grade, alignment, or width of any right-of-way, for installation of services, water pipes, drains, storm drains, power or signal lines, traffic control devices, right-of-way improvements, or for any other construction, repair, or improvement to the right-of-way.

- (21) *Abandonment.* If a facility is not operated for a continuous period of six (6) months, the wireless encroachment permit and any other permit or approval therefor shall be deemed abandoned and terminated automatically, unless before the end of the six (6) month period (i) the Director has determined that the facility has resumed operations, or (ii) the City has received an application to transfer the permit to another service provider. No later than ninety (90) days from the date the facility is determined to have ceased operation or the permittee has notified the Director of its intent to vacate the site, the permittee shall remove all equipment and improvements associated with the use and shall restore the site to its original condition to the satisfaction of the Director. The permittee shall provide written verification of the removal of the facilities within thirty (30) days of the date the removal is completed. If the facility is not removed within thirty (30) days after the permit has been discontinued pursuant to this subsection, the site shall be deemed to be a nuisance, and the City may cause the facility to be removed at permittee's expense or by calling any bond or other financial assurance to pay for removal. If there are two (2) or more users of a single facility or support structure, then this provision shall apply to the specific elements or parts thereof that were abandoned, but will not be effective for the entirety thereof until all users cease use thereof.
- (22) *Encourage Co-location.* Where the facility site is capable of accommodating a co-located facility upon the same site in a manner consistent with the permit conditions for the existing facility, the owner and operator of the existing facility shall allow co-location of third party facilities, provided the parties can mutually agree upon reasonable terms and conditions.
- (23) *Records.* The permittee must maintain complete and accurate copies of all permits and other regulatory approvals issued in connection with the facility, which includes without limitation this approval, the approved plans and photo simulations incorporated into this approval, all conditions associated with this approval and any ministerial permits or approvals issued in connection with this approval. In the event that the permittee does not maintain such records as required in this condition or fails to produce true and complete copies of such records within a reasonable time after a written request from the city, any ambiguities or uncertainties that would be resolved through an inspection of the missing records will be construed against the permittee.
- (24) *Attorney's Fees.* In the event the City determines that it is necessary to take legal action to enforce any of these conditions, or to revoke a permit, and such legal action is taken, the Permittee shall be required to pay any and all costs of such legal action, including reasonable attorney's fees, incurred by the City, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the City should otherwise agree with Permittee to waive said fees or any part thereof. The foregoing shall not apply if the Permittee prevails in the enforcement proceeding.
- (b) **Eligible Facilities Requests.** In addition to the conditions provided in Section 9(a) of this Chapter and any supplemental conditions imposed by the Director or the

City Manager, as the case may be, all permits for an eligible facility requests granted pursuant to this Chapter shall be subject to the following additional conditions, unless modified by the approving authority:

- (1) *Permit subject to conditions of underlying permit.* Any permit granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit.
- (2) *No permit term extension.* The city's grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the city's grant or grant by operation of law of a eligible facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall be coterminous with the underlying permit or other regulatory approval for the subject tower or base station.
- (3) *No waiver of standing.* The city's grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the city to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act.

(c) **Small Cell Facilities Requests.** In addition to the conditions provided in Section 9(a) of this Chapter and any supplemental conditions imposed by the Director or the City Manager, as the case may be, all permits for a small cell facility granted pursuant to this Chapter shall be subject to the following condition, unless modified by the approving authority:

- (1) *No waiver of standing.* The City's grant of a permit for a small cell facility request does not waive, and shall not be construed to waive, any standing by the city to challenge any FCC orders or rules related to small cell facilities, or any modification to those FCC orders or rules.

20.455.090. Breach; Termination of Permit.

(a) **For breach.** A wireless encroachment permit may be revoked for failure to comply with the conditions of the permit or applicable law. Upon revocation, the wireless facility must be removed; provided that removal of a support structure owned by City, a utility, or another entity authorized to maintain a support structure in the right-of-way need not be removed, but must be restored to its prior condition, except as specifically permitted by the City. All costs incurred by the City in connection with the revocation and removal shall be paid by entities who own or control any part of the wireless facility.

(b) **For installation without a permit.** An wireless facility installed without a wireless encroachment permit (except for those exempted by this Chapter) must be removed; provided that removal of support structure owned by City, a utility, or another entity authorized to maintain a support structure in the right of way need not be removed, but must be restored to its prior condition, except as specifically permitted by the City. All costs incurred by the City in connection with the revocation

and removal shall be paid by entities who own or control any part of the wireless facility.

(c) **Enforcement.** Any violation of this Chapter will be subject to the same penalties provided in Chapter 1.10 and/or administrative fines provided in Chapter 1.12.

20.455.100. Infrastructure Controlled By City. The City, as a matter of policy, will negotiate agreements for use of Municipal Infrastructure. The placement of wireless facilities on those structures shall be subject to the agreement. The agreement shall specify the compensation to the City for use of the structures. The person seeking the agreement shall additionally reimburse the City for all costs the City incurs in connection with its review of, and action upon the person's request for, an agreement.

20.455.110. Nondiscrimination. In establishing the rights, obligations and conditions set forth in this Chapter, it is the intent of the City to treat each applicant or public right-of-way user in a competitively neutral and nondiscriminatory manner, to the extent required by law, and with considerations that may be unique to the technologies, situation and legal status of each particular applicant or request for use of the public rights-of-way."

SECTION 4: The City Manager, or his or her delegate, is directed to execute all documents and to perform all other necessary City acts to implement effect this Ordinance.

SECTION 5: CEQA. This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The Ordinance does not authorize any specific development or installation on any specific piece of property within the City's boundaries. Moreover, when and if an application for installation is submitted, the City will at that time conduct preliminary review of the application in accordance with CEQA. Alternatively, even if the Ordinance is a "project" within the meaning of State CEQA Guidelines section 15378, the Ordinance is exempt from CEQA on multiple grounds. First, the Ordinance is exempt CEQA because the City Council's adoption of the Ordinance is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. (State CEQA Guidelines, § 15061(b)(3)). That is, approval of the Ordinance will not result in the actual installation of any facilities in the City. In order to install a facility in accordance with this Ordinance, the wireless provider would have to submit an application for installation of the wireless facility. At that time, the City will have specific and definite information regarding the facility to review in accordance with CEQA. And, in fact, the City will conduct preliminary review under CEQA at that time. Moreover, in the event that the Ordinance is interpreted so as to permit installation of wireless facilities on a particular site, the installation would be exempt from CEQA review in accordance with either State CEQA Guidelines section 15302 (replacement or reconstruction), State CEQA Guidelines section 15303 (new construction or conversion of small structures), and/or State CEQA Guidelines section 15304 (minor alterations to land). The City Council,

therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Orange within five working days of the passage and adoption of the Ordinance.

SECTION 6: Severability. If any section, subsection, provision, sentence, clause, phrase or word of this Ordinance is for any reason held to be illegal or otherwise invalid by any court of competent jurisdiction, such invalidity shall be severable, and shall not affect or impair any remaining section, subsection, provision, sentence, clause, phrase or word included within this Ordinance, it being the intent of the City that the remainder of the Ordinance shall be and shall remain in full force and effect, valid, and enforceable.

SECTION 7: Effective Date. This Ordinance No. 1093 shall be effective 30 days after its adoption.

SECTION 8: Publication. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED AND ADOPTED this 27th day of August, 2019.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, 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. 1093 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 27th day of August, 2019 and was duly adopted at a regular meeting of the City Council held on the 24th day of September, 2019, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

RESOLUTION NO. 2019-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA APPROVING THE DESIGN AND DEVELOPMENT STANDARDS FOR WIRELESS COMMUNICATION FACILITIES IN THE PUBLIC RIGHT-OF-WAY

WHEREAS, the City has determined it necessary to govern the permitting, installation, and regulations of wireless communications facilities (“WCF”) including in the City’s right-of-way (“ROW”); and

WHEREAS, the City has determined it necessary that design and development standards for WCFs in public street right-of-ways be set through a resolution adopted by the City Council; and

WHEREAS, the City’s right-of-ways are a uniquely valuable public resource, closely linked with the City’s character, making the regulation of wireless installations in the right-of-way necessary to protect and preserve the aesthetics in the community; and

WHEREAS, being authorized to do so, the city wishes to establish design and development standards applicable to wireless installation in the right-of-way; and

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

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

SECTION 1: CEQA. The City Council finds that this Ordinance is exempt from CEQA (“California Environmental Quality Act”) under Section 15282(h) as the actions of this Ordinance are taken to implement the provisions of State Government Code 65852.2 as set forth in Section 21080.17 of the Public Resources Code.

SECTION 2: Action. The City Council adopts the Design and Development Standards for Wireless Telecommunications in substantially the form attached to this Resolution as Exhibit “A” and subject to minor modifications as approved by the City Manager and City Attorney.

SECTION 3: Effective Date. This Resolution No. 2019-35 shall be effective upon adoption.

ADOPTED, SIGNED AND APPROVED this 27th day of August 2019.

[Signatures on following page]

SIGNATURE PAGE FOR CITY COUNCIL RESOLUTION NO. 2019-35

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2019-35 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 27, 2019, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA VAZQUEZ, CITY CLERK



**CITY OF STANTON
Wireless Communication Facilities
In The Public Right-of-Way
and on Private Streets
-Design and Development Standards-**

Effective:

INTRODUCTION

The purpose of these City of Stanton ("City") Design Standards is to establish aesthetic requirements for all wireless communication facilities (WCFs) installed within the public right-of-way ("P-ROW"). These standards are published on the City's Community Development Department section of the City webpage (<http://www.ci.stanton.ca.us/Departments/Community-Development>) and are subject to amendment from time to time. Applicants are encouraged to check the website regularly for updates and to consult with City staff prior to formally submitting an application.

For questions regarding this document, please contact the Community Development Department, Planning Division at (714) 379-9222. Note: These Standards shall be enforced to the extent permitted under the current regulations in effect. In the event of conflict between these Standards and Municipal Code, the Municipal Code shall prevail.

DESIGN AND DEVELOPMENT STANDARDS FOR ALL FACILITIES

The City desires to minimize the amount of new infrastructure placed in the P-ROW. The Director of Community Development may approve an exemption from these standards to prevent a prohibition or an effective prohibition of wireless services. City staff is available to meet with applicants or their representatives to discuss their designs and the application of these Standards.

1. Visual Criteria.
 - a. Generally, WCFs shall be designed in the least visible means possible and to be compatible with support structures/surrounding, such as color, materials, size, and scale. Further, the smallest elements (including, without limitation, antennas, cabinets, shrouds, and electric meters) available shall be used.
2. Location.
 - a. In locations where streetlight or other utility poles are not present, or are not capable of supporting new equipment, a wireless communication service provider may request to:
 - i. Remove an existing pole and replace it with a new pole, as set forth in these Standards; or
 - ii. Install a new pole, pursuant to criteria for new single-purpose poles set forth in these Standards. A single-purpose pole is a pole installed for the sole purpose of providing wireless communication with no secondary purpose, such as a streetlight.
 - b. Pole-mounted WCFs shall be located such that they do not: impede, obstruct, or hinder the usual pedestrian or vehicular travel; adversely af-

- fect public safety; obstruct the legal access to or use of the P-ROW; violate applicable law; violate or conflict with P-ROW design standards, specifications, or zoning district requirements; or in any way create a risk to public health, safety, or welfare.
- c. WCFs shall be co-located on existing infrastructure wherever feasible.
 - d. The placement of new poles adjacent to parks and historical landmarks shall be avoided whenever possible.
3. **Safety.** WCFs may not adversely affect public safety, interfere with use of the P-ROW or private street, or violate Americans with Disabilities Act (ADA) requirements. All installations shall meet or exceed all applicable structural standards, clearance standards, and provisions of the latest California Building Code and City construction standards. In case of conflict, the most stringent requirements shall prevail.
 4. **Strand-Mounted Facilities.** Due to the limited existence of overhead utility wires in the City and the general requirement for undergrounding of new utilities City-wide, strand-mounted WCFs are prohibited. If strand-mounted installations are required for technical reasons, an applicant may submit a waiver request pursuant to Chapter 20.445 of the Stanton Municipal Code.
 5. **Lighting.** WCFs shall not be illuminated (internally or externally), except as incidentally illuminated by an unrelated light source, or as specifically required by the Federal Aviation Administration (FAA) or other government agency. Any required lighting shall be shielded to eliminate, to the maximum extent possible, impacts on the surrounding neighborhood. Unless otherwise required under FAA or FCC regulations, applicants may install only timed or motion-sensitive light controllers and must install lights so as to avoid illumination impacts to adjacent properties to the maximum extent feasible.
 6. **Signs.** No logos, decals, or advertising of any type shall be affixed to any element of the WCFs or support structures, except: (1) as required by federal or state law; and (2) a decal or placard measuring no more than 4" x 6" in size, which lists the facility owner's name and emergency contact telephone number shall be installed. The decal or placard shall be placed in an inconspicuous manner on the equipment or on the pole immediately below the antenna.
 7. **Landscaping.** In addition to any landscaping used for concealment or screening purposes, the applicant shall propose, install, and maintain additional landscaping to replace any existing landscaping displaced during construction or installation of the applicant's facility in the right-of-way. The applicant's landscaping plan shall be subject to the City's review and approval but shall, at a minimum, match the existing landscaping and foliage surrounding the installation site.

8. Ground-mounted Equipment. Ground-mounted equipment is discouraged unless undergrounded. If ground-mounted equipment is necessary for technical reasons, equipment shall be enclosed in cabinets, sized as small as possible for necessary equipment. Any cabinets shall be painted to achieve compatibility with other utility cabinets in the vicinity and P-ROW. In addition, concealment efforts such as camouflaging and landscape screening should be incorporated whenever and to the extent feasible.

DESIGN STANDARD FOR PARTICULAR TYPES OF FACILITIES

In addition to the generally applicable standards set forth in the section above, the design and development standards for specific types of facilities in the P-ROW and on private streets are listed below. WCFs may be allowed as attachments to existing wood utility poles (with or without streetlights); attachments to metal, concrete, or wood streetlight poles; or attachments to new, non-wooden single-purpose poles located within the P-ROW and on private streets.

1. Definition of Pole-Mounted WCF: For purposes of these Standards, the term “pole-mounted WCF” means a WCF that is, or is proposed to be, attached to, contained in or on, or otherwise mounted to, in, or on a pole.
2. Pole-Mounted WCFs, Generally. For WCFs installed on any pole:
 - a. WCF antennas shall be top-mounted whenever technically feasible. A top-mounted WCF antenna is installed on a pole such that it extends vertically from the top of the pole.
 - b. Side-mounted WCF antennas. In instances in which top-mounted antennas are technically infeasible, side-mounted antennas may be permitted subject to the following standards:
 - i. Maximum projection from the face of the pole: thirty (30) inches;
 - ii. Maximum antenna length: six (6) feet;
 - iii. Maximum antenna shroud diameter: fifteen (15) inches;
 - iv. Permitted only in combination with a maximum of one side-mounted equipment box.
 - c. All elements of a WCF shall be painted or otherwise finished to match the color of the existing support pole/structure to which they are attached to the greatest extent possible. Further, all elements of a WCF shall be concealed by a shroud or other enclosure that meets the requirements of these Standards. The shrouds shall be generally cylindrical or match the shape of the pole on which they are installed.
 - d. A maximum of three pole-mounted screening shrouds/equipment boxes (including the antenna shroud) may be used per pole.

- e. WCFs, including antennas, shrouds and associated apparatuses, shall not extend the height of the new or existing support pole on which they are mounted by more than six (6) feet.
- f. The diameter of antenna shrouds shall not exceed fifteen (15) inches or the diameter of the support pole, whichever is greater.
- g. The minimum vertical clearance for any pole-mounted equipment shall be twelve (12) feet above the sidewalk/finished grade.
- h. Pole-mounted equipment affixed to the side of a pole shall be permitted subject to the following requirements:
 - i. Equipment box dimensions when only a single equipment box is used:
 - Maximum height: 48"
 - Maximum width: 16"
 - Maximum depth: 12" (measured from the pole face to the outer extremity of the shroud; the depth of any standoff brackets shall be excluded in the calculation of total depth, provided however that equipment boxes shall be mounted as close to the face of the pole as technically feasible).
 - ii. Each equipment box when two equipment boxes are used:
 - Maximum height: 24"
 - Maximum width: 16"
 - Maximum depth: 12" (measured from the pole face to the outer extremity of the shroud; the depth of any standoff brackets shall be excluded in the calculation of total depth, provided however that equipment boxes shall be mounted as close to the face of the pole as technically feasible).
 - iii. The equipment/shrouds shall be mounted in the 3 o'clock, 6 o'clock, or 9 o'clock positions on the pole where the side of the pole facing the street shall be considered the 12 o'clock position.
 - iii. Exposed banding is prohibited.
- i. Horizontal protrusions from the outer circumference, including any wires or cables, of a wireless communication facility support pole shall not exceed thirty (30) inches in any direction.
- j. Cables and Wiring. No loose, exposed, or dangling wiring or cables shall be allowed. All external cables or wiring shall be sheathed (or enclosed) within durable conduit of the smallest diameter necessary to protect and provide the shortest direct route between elements of the

- facility.
- k. **Electric Service.** The City strongly encourages site operators to use flat-rate electric service when it would eliminate the need for a meter. Where meters are required, use the narrowest electric meter and disconnect available.
 - l. **Prohibition of Generators.** Generators are prohibited in the P-ROW and on private streets.
 - m. **Vaults and pull boxes shall be installed flush to grade.**
3. **Streetlight Poles.**
- a. **WCFs shall not compromise the performance of any streetlight.**
4. **Utility Poles.** All installations on utility poles shall fully comply with the California Public Utilities Commission (CPUC) general orders (GOs), including, but not limited to, GO 95. None of the Design Standards are meant to conflict with or cause a violation of GO 95, including, but not limited to, its standards for a safe installation on a utility pole. In the event of a conflict, the GO standard will prevail, but only to the minimum extent necessary for compliance.
5. **Traffic Signal/Control Poles.** Installations of WCFs on traffic signal/control poles are prohibited.
6. **Replacement Poles.**
- a. **A replacement pole, and fixtures affixed thereto, for WCFs shall match the predominate design, including but not limited to shape, colors, materials, finish, height, taper, diameter, configuration, and alignment of the pole that it is replacing. Matched features, where applicable, shall include mast arms, pole bases, luminaires, and other visible components.**
 - b. **A replacement pole must match the setback of the pole that it is replacing. Further, a replacement pole must be in the same location as the pole that it is replacing or as close to the original location as possible, taking into account pole owner safety-related requirements and all applicable location and placement standards herein.**
 - c. **All wires, cables, and conduit associated with a WCF shall be routed inside the pole, and all points of connection for power and data shall be underground.**
7. **New Poles.**
- a. **In locations where WCF installations on existing streetlight or utility poles within the P-ROW or on private streets are not technically feasible, a new pole may be installed for the purpose of supporting a WCF.**

The new pole and any associated equipment shall be owned and maintained by the wireless communication service provider.

- b. A new pole, and fixtures affixed thereto, for WCFs shall match the predominate design, including but not limited to shape, colors, materials, finish, height, taper, diameter, configuration, and alignment of any existing streetlight or utility poles in the same P-ROW or private street corridor/neighborhood. Matched features, where applicable, shall include mast arms, pole bases, and other visible components.
- c. A new pole shall match the predominant alignment/setback (relative to the street centerline, curb, sidewalk), arrangement, and spacing of any existing streetlights and/or utility poles in the vicinity.
- d. New single-purpose WCF poles shall be metal or concrete.
- e. New single-purpose wooden poles are prohibited.

ACCEPTABLE (IN CONTEXT) FACILITY DESIGN EXAMPLES



CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 27, 2019

SUBJECT: **AUTHORIZING EXECUTION AND DELIVERY OF A MUNICIPAL LEASE PURCHASE AGREEMENT**

REPORT IN BRIEF:

The City of Stanton (the "City") is acquiring 944 streetlights (the "Street Light Acquisition:") from Southern California Edison ("SCE"). Resolution No. 2019-40 will authorize the execution and delivery of a Municipal Lease Purchase Agreement to fund \$1,125,000 of the Street Light Acquisition. An additional \$602,095.92 from the Light/Median Maintenance Fund will be used to make the total payment of \$1,727,095.92 required by SCE for the Street Light Acquisition.

RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize Budget Adjustment No. 2020-06, appropriating \$105,000 of Light/Median Maintenance Fund fund balance for a portion of the Street Light Acquisition; and
3. Authorize staff to make payment to SCE of \$602,095.92 out of the Light /Median Maintenance Fund for a portion of the Street Light Acquisition; and
4. Approve Resolution No. 2019-40, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AUTHORIZING EXECUTION AND DELIVERY OF A MUNICIPAL LEASE PURCHASE AGREEMENT AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH".

BACKGROUND:

On April 22, 2014 staff reported to City Council regarding a program for cities to purchase streetlights owned by SCE. In May 2015, City Council directed staff to work with SCE to prepare a valuation study of the streetlights in the City to prepare for the potential acquisition of the streetlights by the City. In September 2016, staff presented the SCE-prepared report to City Council. In January 2017, City Council directed staff to purchase the streetlights owned by SCE in the City and convert them to LED and engaged Tanko Streetlighting Inc. to assist the City with the process.

The California Public Utilities Commission ("CPUC") was required to approve the Street Light Acquisition. CPUC approved the Street Light Acquisition in late 2018, and SCE provided a reviewed list of streetlights to the City in February, 2019. Tanko Lighting concluded their audit of the list in May 2019.

Harrell & Company Advisors was engaged in May 2019 to act as a financial advisor for the City and assist in obtaining proposals for the Street Light Acquisition. In June 2019, staff was notified that Harrell & Company Advisors would not be able to act in that capacity on behalf of the City due to workload.

ANALYSIS/JUSTIFICATION:

In 2017 staff consulted with Harris & Associates to affirm that two of the City's Special Revenue funds, the Lighting Maintenance (1919 Act) Fund and Light/Median Maintenance (1972 Act) Fund (collectively "Light/Median Maintenance Fund") had fund balances available to assist in the Streetlight Acquisition. The fund balance of the two funds combined as of July 1, 2019 was approximately \$2.0 million. The cost of the Streetlight Acquisition is \$1,727,095.92 and the estimated cost of converting all the streetlights to LED is approximately \$300,000. Staff determined that entering into a municipal lease for \$1.125 million over 9 years was necessary to finance the Streetlight Acquisition without risk of exhausting the entire fund balance of the City's Special Revenue funds.

\$300,000 from the Light/Median Maintenance Fund has already been appropriated for the LED Conversion, and with requested Budget Adjustment No. 2020-06, the City will have appropriated funds in the Light/Median Maintenance Fund to pay a portion of the assessment from SCE for the Street Light Acquisition.

Staff reached out to a number of institutions to obtain proposals for a municipal lease for the remaining portion of the Street Light Acquisition in June and July 2019, including JP Morgan Chase, US Bank, Opus Bank, Bank of the West, iBank, Holman Capital, the California Energy Commission, and others. At the end of July 2019, staff reviewed the financing options provided to the City and in August 2019 determined that Bank of the West provided the least expensive option for the Street Light Acquisition.

In order to obtain the least expensive financing option, the City will agree in each fiscal year to take necessary steps to make a timely appropriation from the General Fund to make the semiannual lease payments on the streetlights under a Municipal Lease Purchase Agreement to be entered into with Bank of the West (the "Lease"). However, it is anticipated that the funds for making all lease payments will come from Light/Median Maintenance Funds.

The terms of the Lease are listed in the attached resolution. The term of the Lease is 9 years, with the first semiannual payment due on March 1, 2020 and the 18th and final payment on September 1, 2028. Each semiannual payment will be equal, in an amount not to exceed \$70,660.32. Once per year, the City has the option to may make a prepayment of up to 10% of the equipment cost without penalty. Assuming no additional prepayment is made, at the end of this period, the City will own the streetlights free and clear. The streetlights have the potential to be owned earlier if additional prepayments are made. The total payments will not exceed \$1,271,886, with \$146,886 for interest and \$1,125,000 for principal. These figures are based on a 2.65% interest rate.

FISCAL IMPACT:

With the approval of Budget Adjustment No. 2020-06, \$605,000 will be appropriated in the Street Light account of the Light/Median Maintenance Fund (225-3520-710180) to make a payment of \$602,095.92 to SCE. The remaining \$1,125,000 will be provided by Bank of the West through the Lease to reach a total amount of \$1,727,095.92 for the Street Light Acquisition.

The City will be required to budget and appropriate sufficient funds each year, through and including FY 2028-2029, to make the lease payments on the Lease. This will result in annual payments of \$141,321, which will be budgeted in the Light/Median Maintenance Fund.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

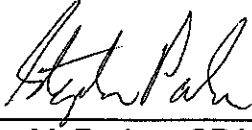
The City Attorney has reviewed and approved the attached resolution and Lease as to form.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

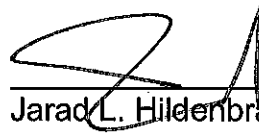
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:



Stephen M. Parker, CPA
Assistant City Manager




Jarad L. Hildenbrand
City Manager

Attachment:

- A. Budget Adjustment No. 2020-06
- B. Southern California Edison Request for Advance Payment
- C. Resolution No. 2019-40
- D. Municipal Lease Purchase Agreement
- E. Amendment No. 01 to Master Equipment Lease Agreement

CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION

Fiscal Year: 2019-20 **BA #** 2020-06
Department: Administration **Date:** August 22, 2019
Requested By: Stephen Parker **Title:** Assistant City Manager
City Council Approval: _____ **Date:** N/A
Availability of Funds:  **Title:** Assistant City Manager
Administrative Services Department

Transfer		Current Budget	Increase (Decrease)	Amended Amount
Account Description	Account Number			
1 <u>Lighting/Median Maint: Street Lights</u>	<u>225-3520-710180</u>	<u>\$ 500,000</u>	<u>\$ 105,000</u>	<u>\$ 605,000</u>
2 <u>Lighting/Median Maint: Fund Balance</u>	<u>225-0000-304320</u>	<u>\$ 1,643,137</u>	<u>\$ (105,000)</u>	<u>\$ 1,538,137</u>

To provide appropriation for acquisition of streetlights from SCE.

Budget Adjustment Request Approved:

_____ Date _____

Budget Adjustment Processed:

_____ Date posted _____ Entered by _____

*** PRINT ON BLUE PAPER ONLY ***



Request For Advance Payment

City of Stanton
ATTN: Allan Rigg
7800 Katella Ave.
Stanton, CA 90680

Document # 7590228901
Document Date 08/15/2019
Customer # 10272474
SCE Contact John King
Telephone # 626-815-7256
(BC)

Description	Amount
Advance Payment - Street Light Valuation	\$1,727,095.92
SCE Project# : Phase 1 Invoice	

If paying by check, please follow instructions on bill stub below


Instructions for wire or ACH payments:
JP Morgan Chase Bank
New York, NY

ABA#: 021000021 Acct#: 323-394434
SCE Taxpayer ID No. 95-1240335

Ref: Customer# 10272474 - Document# 7590228901 - John King

Failure to properly identify your customer and document number may delay your project

Please detach and return payment stub with payment

Cut Here 

Payment Stub

\$1,727,095.92

Customer 10272474
Document 7590228901
(BC)

Enter the amount you
paid \$

Make check payable to Southern California Edison.
Please include customer and document# on the check.

City of Stanton
ATTN: Allan Rigg
7800 Katella Ave.
Stanton, CA 90680

Southern California Edison
Attn: Accounts Receivable
PO Box 800
Rosemead, CA
91771-0001

RESOLUTION NO. 2019-40

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA
AUTHORIZING EXECUTION AND DELIVERY OF A MUNICIPAL LEASE PURCHASE
AGREEMENT AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION
THEREWITH**

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, it is hereby determined by the City Council (the "City Council") of the City that a need exists for the City to acquire certain street lights (the "Equipment") within the City; and

WHEREAS, the City desires to provide for financing in the approximate principal amount not to exceed \$1,125,000 for the acquisition of the Equipment and Bank of the West has provided a letter dated August 9, 2019 setting forth a financing arrangement for the acquisition of the Equipment (the "Term Sheet") and further described in the proposed Municipal Lease Purchase Agreement (the "Lease Purchase Agreement") to be entered into by and between Bank of the West, as lessor and the City, as lessee, the form of which has been presented to the City Council and is on file with the City Clerk; and

WHEREAS, Section 5852.1 of the Government Code of the State of California ("Section 5852.1") provides that the City Council obtain from an underwriter, financial advisor or private lender and disclose, in a meeting open to the public, prior to authorization of Lease Purchase Agreement, good faith estimates of: (a) the true interest cost of the Lease Purchase Agreement, (b) the finance charge of the Lease Purchase Agreement, meaning the sum of all fees and charges to be paid to third parties, (c) the amount of proceeds of the Lease Purchase Agreement to be received by the City less the finance charge described above and any reserves or capitalized interest to be paid or funded with proceeds of the Lease Purchase Agreement and (d) the sum total of all debt service payments on the Lease Purchase Agreement calculated to the final maturity of the Lease Purchase Agreement plus the fees and charges to be paid to third parties not paid with the proceeds of the Lease Purchase Agreement; and

WHEREAS, in accordance with Section 5852.1, the City Council has obtained such good faith estimates from Bank of the West, the City's private lender, and such estimates are disclosed in Exhibit A attached hereto; and

WHEREAS, the City Council has determined that it is necessary and desirable that the City enter into the Lease Purchase Agreement substantially in the form presented to the City Council; and

WHEREAS, the City has not issued or effected the issuance of, and does not reasonably expect to issue or effect the issuance of more than \$10,000,000 of tax

exempt obligations during the 2019 calendar year and, therefore, desires to designate the Lease Purchase Agreement as a “qualified tax-exempt obligation” as defined by Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (a “Qualified Tax-Exempt Obligation”).

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

SECTION 1: Recitals. All of the above recitals are true and correct.

SECTION 2: CEQA. The City Council finds that this item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

SECTION 3: Authorization to Enter into Lease Purchase Agreement. The City Council hereby authorizes the City to enter into the Lease Purchase Agreement in a principal which shall not exceed \$1,125,000. The City Manager or the Assistant City Manager/Finance Director (the “Authorized Officers”) are authorized and directed to take all steps and actions which are necessary to accomplish the execution and delivery of the Lease Purchase Agreement pursuant to the authorization given by the conditions specified in this Resolution.

SECTION 4: Authorization to Enter into Lease Purchase Agreement. The City Council hereby authorizes the City to enter into the Lease Purchase Agreement in a principal which shall not exceed \$1,125,000. The City Manager or the Assistant City Manager/Finance Director (the “Authorized Officers”) are authorized and directed to take all steps and actions which are necessary to accomplish the execution and delivery of the Lease Purchase Agreement pursuant to the authorization given by the conditions specified in this Resolution.

SECTION 5: Designation of Lease Purchase Agreement as a “Qualified Tax-Exempt Obligation.” Based upon the fact that the City has not issued or effected the issuance of, and does not reasonably expect to issue or effect the issuance of more than \$10,000,000 of tax exempt obligations during the 2019 calendar year, the City hereby designates the Lease Purchase Agreement as a “qualified tax-exempt obligation.”

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 Lease Purchase 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 27th day of August, 2019.

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. 2019-40 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 27, 2019, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT A

GOOD FAITH ESTIMATES

Set forth below are **good faith estimates** of Bank of the West, the private lender, as required under Section 5852.1 of the California Government Code (the "Code"). **The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by resolution.**

- (a) The true interest cost of the Lease Purchase Agreement is estimated at 2.65%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.
- (b) The finance charge of the Lease Purchase Agreement, including all fees and charges paid to third parties, is estimated at \$162,167.
- (c) Proceeds of the Lease Purchase Agreement received by the City, including the estimated principal amount of the Lease Purchase Agreement of \$1,125,000 less the finance charges set forth in (b) above, is equal to \$962,833.
- (d) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at \$1,287,167.

The foregoing are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above.



Agreement No. ((Schedule.ScheduleNum))

MUNICIPAL LEASE PURCHASE AGREEMENT

Lessee ((Entity.EntityNameDb))			
Billing Address ((Entity.EntAddress1.Billing))	City ((Entity.EntCity.Billing))	State ((Entity.EntStateProvince.Billing))	Zip ((Entity.PostCode.Billing))

Supplier Name and Address and Full Description of Equipment, Including Make, Model and Serial Number See Schedule A attached hereto

Term ((Schedule.Term)) Months	Frequency of Payments <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually <input type="checkbox"/> Other	Rent (plus tax) ((Schedule.AdvancePmtAmt.[Currency]))	Initial Payment (to accompany Lease) ((Schedule.TotalDue.[Currency])) <input type="checkbox"/> First ((Schedule.Advance)) <input type="checkbox"/> Last ((Schedule.Security)) <input type="checkbox"/> Deposit <input type="checkbox"/> Documentation Fee ((Schedule.DocFeeAmt.))	Total Cost ((Schedule.EquipmentAmt.[Currency]))
Equipment Location: ((Equipment.SchEqAddress1.1)), ((Equipment.SchEqCity.1)), ((Equipment.SchEqStateProvince.1)) ((Equipment.SchEqPostCode.1))				

Lessor will finance for Lessee the above-described personal property (including accessions, other additions, parts and replacements, collectively the "Equipment" and individually an "Item") under the terms of this Municipal Lease Purchase Agreement ("Lease") which are set forth here and on page 2 through 4 of this Lease.

1. **LESSEE'S OBLIGATIONS.** Lessee's obligations as to an Item (other than as set forth in paragraph 2) commence when Lessee has any right or obligation as to the Item and end when Lessee has paid all amounts due and performed all Lessee's other obligations hereunder.

2. **PAYMENTS.** The payment shown above is based on the Total Cost. Actual payments will be calculated in the proportion that the actual advance by Lessor as to the Equipment bears to the Total Cost. If this transaction is not consummated, any initial payment may be retained by Lessor as partial compensation for Lessor's costs and expenses incurred. Any excess or deficiency between the initial payment and the payment as finally determined will be payable with or credited to the second payment. The second payment will be due on the 1st day of the month, or other period set forth above, following Lessee's execution of the Certificate of Acceptance for the Equipment if execution occurs on or before the 15th of the month and otherwise on the 15th of the following month, or other period set forth above. Subsequent payments will be due on the same day of each period set forth above thereafter during the term, whether or not an invoice is rendered or received. Other amounts due hereunder are payable upon Lessee's receipt of an invoice therefor. Lessee will pay Lessor amounts due under this Lease at Lessor's address shown above or as Lessor may otherwise notify Lessee. Amounts to be applied to the last payment(s) will be applied in inverse order until exhausted provided there has been no default under the Lease. If there is a default, payments may be applied to Lessee's obligations as Lessor chooses.

3. **NONAPPROPRIATION.** If under state law Lessee is legally precluded from committing to make certain future payments due hereunder, this paragraph will apply. Lessee has appropriated the funds necessary to make all payments when due under the Lease during Lessee's fiscal period 2019-20. Lessee agrees that in each succeeding fiscal year during the term of this Lease, Lessee will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon Lessee under the laws of the State of California. In the event that Lessee determines that funds for any amounts under this Lease will not be available or cannot be obtained during any succeeding fiscal period, Lessee may terminate this Lease prior to the commencement of such succeeding fiscal period by giving written notice to Lessor of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by Lessee and returning the Equipment as contemplated in paragraph 10. This Lease will not be in default due to nonappropriation. The written notice of termination on the grounds of nonappropriation by Lessee shall include a certificate signed by a duly authorized officer of Lessee stating that such event of nonappropriation is not the result or related to any intention by Lessee to, and Lessee shall not, acquire (or have the beneficial use of) items of property having functions similar to those of the Equipment or which provide similar benefits to Lessee and that no other funds of Lessee have been, or shall be, appropriated for such purpose during the subsequent fiscal period. Such failure to obtain proper appropriation of the full amount of funds necessary to pay amounts when due hereunder during any fiscal period subsequent to the current fiscal period shall terminate all of Lessee's right, title, and interest in and to the Equipment and obligations under this Lease arising out of subsequent events, effective on the later of the last day of the last fiscal period for which appropriation of funds was properly obtained or completion of Lessee's surrender and other obligations. Upon such termination Lessee shall transfer free and clear title to the Equipment to Lessor.

4. LESSOR TERMINATION. If the Certificate of Acceptance has not been executed and delivered to Lessor, Lessor may terminate this Lease on notice to Lessee, in which case Lessor will have no obligations to finance the Equipment, (a) subsequent to 60 days from the Lease date, (b) upon a material adverse change in Lessee's financial condition, (c) if the Equipment's actual cost would exceed the Total Cost or (d) if the Lease is in default.

5. SOFTWARE. If any of the Equipment includes computer software, Lessor will finance Lessee's cost to purchase or license the software and will not be a party to any related license agreement. In all other respects the software will be treated as an Item.

6. DELIVERY; ACCEPTANCE. Lessee will either (a) execute and deliver the Certificate of Acceptance or (b) give Lessor notice specifying any proper objection to any Item within 14 days of completion of Equipment delivery. If the Certificate of Acceptance is not furnished within this period, Lessor may terminate the Lease as contemplated in paragraph 4. Upon direction by Lessor, Lessee will pay directly to the appropriate party any invoice applicable to an Item which is not part of Lessor's advance respecting the Equipment.

7. LOCATION; INSPECTION; USE. Lessee will keep, or permanently garage and not remove from such location for more than 30 days or from the United States for any period, each Item in Lessee's possession and control at the Equipment Location or such other location to which Lessor may consent in writing. Upon request, Lessee will advise Lessor as to the exact location of an Item. Lessor may inspect an Item during normal business hours, and Lessee will ensure Lessor's access for such purpose. Each Item will be operated carefully and properly in furtherance of Lessee's governmental functions and in compliance with all applicable governmental, insurance and manufacturer's warranty requirements and all manufacturer's instructions.

8. MAINTENANCE; ALTERATIONS. Lessee will maintain each Item in good condition and repair and as specified in such requirements. Lessee will cause each Item of a type generally covered by a service contract to be covered under a contract providing sufficient coverage issued by a competent servicing entity. Lessee will not make any alterations or additions to an Item which detract from its economic value or functional utility except as stated in the second preceding sentence. Accessions, other additions and parts will be returned to Lessor with the Item if paragraph 10 applies.

9. LOSS AND DAMAGE; STIPULATED VALUE. Lessee will bear all risk of loss, theft, destruction or requisition of or damage to an Item ("Casualty Occurrence"). Lessee will give Lessor prompt notice of a Casualty Occurrence and will then repair the Item, either with insurance proceeds or legally available funds; provided, if Lessor decides the Item is lost, stolen, destroyed or damaged beyond repair or the Item is requisitioned or suffers a constructive loss under an insurance policy carried hereunder, Lessee will pay Lessor the "Stipulated Value" equal to (a) any amounts due Lessor from Lessee at the time of the payment, and (b) solely from insurance proceeds of Lessee or legally available funds, the remaining payments as to the Item with each discounted to present value at 3% per annum from the date due to the date of payment. Upon such payment this Lease will terminate as to the Item, with Lessor's security interest therein being released.

10. SURRENDER. Upon termination of this Lease under paragraph 3 or upon the request of Lessor following a default, Lessee will promptly return the Equipment or each specified Item, properly packed and crated with freight prepaid, to Lessor at such place and by such reasonable means as may be designated by Lessor in the same repair, condition and working order as at the commencement of the term hereof, reasonable wear and tear resulting from the proper use thereof alone excepted. If requested by Lessor, Lessee will, prior to returning any Item to Lessor, provide suitable and adequate storage space at the Equipment Location or such location to which the Item may have been moved or at which the Item is permanently garaged with the written consent of Lessor for a period not to exceed 90 days during which time Lessee will remain liable for all its obligations hereunder with respect thereto, except the obligation to pay payments on account hereof, and will ensure that Lessor will be allowed reasonable access thereto.

11. TITLING; REGISTRATION. Except as Lessor may effect titling or registration, each Item subject to title registration laws will at all times be titled and/or registered by Lessee on behalf of Lessor in such a manner and jurisdiction as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable retitling and/or re-registration of an Item in a different jurisdiction.

12. TAXES. Lessee will file returns for and pay all taxes and other governmental assessments relative to the Equipment or this Lease.

13. INSURANCE. Lessee will maintain (a) all risk insurance on the Equipment for not less than its full replacement value naming Lessor as Loss Payee and (b), if requested, combined public liability and property damage insurance with a single limit of not less than \$500,000 per occurrence, or such other amount as Lessor may require on notice to Lessee, naming Lessor as an Additional Insured. This insurance must be in a form and with companies approved by Lessor, must name Lessee as a Named Insured, must provide at least ten (10) days advance written notice to Lessor of change or cancellation, must provide breach of warranty protection, where relevant, and must provide that the coverage is "primary". Insurance proceeds, at Lessor's option, will be applied to (a) the repair of applicable Items, (b) payment of the Stipulated Value and/or (c) payment of other obligations to Lessor. Any excess will belong to Lessee. Lessee appoints Lessor as Lessee's attorney-in-fact to do all things necessary or advisable to secure payments under any policy contemplated hereby on account of a Casualty Occurrence. Lessee will cause Lessor to receive evidence reasonably requested by Lessor of the coverage required above.

14. LESSOR'S PAYMENT. If Lessee fails to perform any lease obligation, Lessor may perform the obligation, and Lessee will reimburse Lessor's related costs.

15. CIVIL INDEMNITY. Lessee will indemnify, defend and hold harmless Lessor against any liabilities, losses, claims, actions and expenses, including court costs and attorneys fees, whether relating to an event occurring when Lessee is obligated hereunder, incurred by Lessor relating to this Lease or the Equipment, including claims of latent or other defects, strict liability claims (whether in either case relating to an event within the lease term) and claims for patent, trademark or copyright infringement or environmental remediation. Each party will give the other notice of any covered event promptly after learning thereof.

16. DEFAULT. This Lease will be in default if (a) Lessee fails to pay any amount hereunder when due; (b) Lessee fails to perform any other obligation hereunder or under any other agreement between Lessor and Lessee; (c) a petition is filed by or against Lessee under the Bankruptcy Act or under any other law providing relief for debtors; (d) Lessee makes an assignment for the benefit of creditors, a receiver or trustee is appointed for Lessee, a proceeding contemplating winding up of Lessee's affairs is instituted, Lessee ceases governmental affairs or Lessee makes an abnormal transfer of a material portion of Lessee's assets; or (e) there is a material misrepresentation to Lessor by Lessee in connection with this Lease.

17. REMEDIES. If the Lease is in default, Lessor may, at its option, do any one or more of the following: (a) use self-help and other lawful remedies to take possession of any Items; (b) sell or otherwise dispose of any Items in a manner which is commercially reasonable;

(c) recover from Lessee all amounts then due and owing hereunder, plus as reasonable liquidated damages, at Lessor's election (i) the Stipulated Value of the Equipment, upon the payment of which Lessor's security interest in the Equipment will be released; or (ii) if Lessor has sold an Item, the difference between the Stipulated Value of the Item and the net sales price (net of all Lessor's costs and expenses of sale) with Lessee entitled to any excess; or (d) utilize any other remedy available to Lessor at law or in equity. All remedies are cumulative and may be exercised concurrently or separately from time to time. Lessee will also pay Lessor all costs and expenses not offset against the proceeds of sale of any Equipment incurred by Lessor in enforcing the Lease, including those incurred by using Lessor's salaried employees and those prior to filing of an action or in connection with a dismissed action. Any waiver by Lessor of a provision of this Lease must be in writing, and forbearance by Lessor will not constitute a waiver. Post-default amounts will bear interest of 18% per annum or at such lesser default rate as set by law until paid.

18. **ASSIGNMENT.** Without the prior written consent of Lessor, Lessee will not lease, transfer an interest in or allow a lien against any Item other than Lessor's security interest. Lessee's ownership is not assignable by operation of law. All Lessor's rights under this Lease and to the Equipment may be disposed of without notice to Lessee, but subject to the rights of Lessee hereunder. Lessee will acknowledge receipt of any notice of assignment in writing and will pay any assigned amounts as directed in the notice. If Lessor assigns this Lease or any interest herein, Lessee will not assert against the assignee any claim or defense it may have against Lessor, and Lessee will pursue any rights on account thereof solely against Lessor personally. No assignee will be obligated to perform any obligation of Lessor under this Lease unless assumed by the assignee. Subject to the foregoing, this Lease is for the benefit of, and binds, the heirs, legatees, personal representatives, successors and assigns of the parties.

19. **SECURITY INTEREST, PERSONAL PROPERTY.** This Lease is a financing of the Equipment. Lessee grants Lessor a first priority security interest in the Equipment under the Uniform Commercial Code, as amended, or other applicable provision of law. The Equipment will secure Lessee's obligations to Lessor under this agreement or otherwise. Lessee will insure that Lessee takes and maintains title to the Equipment subject only to the security interest of Lessor. Lessee will mark the Equipment or Equipment Location at Lessor's request to indicate Lessor's security interest in the Equipment. Each Item will remain personal despite attachment to realty. Lessee will obtain and deliver to Lessor, upon Lessor's request, real property waivers in form satisfactory to Lessor from all persons claiming an interest in the real property on which an Item is or is to be located.

20. **ADDITIONAL DOCUMENTS.** Lessee will obtain and deliver to Lessor such further documents as Lessor requests to protect its interest in this Lease and the Equipment, and authorizes Lessor to file financing statements and fixture filings relative to this Lease. Lessee will reimburse Lessor for all Lessor's search, filing and appraisal fees and other costs paid third parties in connection with this Lease. Lessee will furnish Lessor such financial data or information relative to this Lease or the Equipment as Lessor may from time to time reasonably request.

21. **LATE PAYMENT.** If Lessee fails to pay an amount hereunder within 10 days of when due, Lessee will pay Lessor (a) a 5% late charge, (b) amounts Lessor pays others in connection with collection of the amount and (c) Lessor's standard returned check charge, if relevant.

22. **DEPOSIT.** Any deposit Lessee furnishes in connection with this Lease will not bear interest and may be applied by Lessor to any obligations of Lessee to Lessor which are in default. When Lessee has satisfied all Lessee's obligations hereunder, Lessor will return any remaining balance of the deposit to Lessee.

23. **FEDERAL TAX MATTERS.** Lessee and Lessor acknowledge that this Lease is intended to provide Lessor (or the consolidated entities if Lessor is covered by a consolidated return) as to all interest payable under the Lease (i) for purposes of Lessor's United States federal income tax obligations, tax free interest as provided by the Internal Revenue Code of 1986 as amended ("the Code") without any loss of deductibility of carrying costs and (ii) for purposes of Lessor's state income or franchise tax obligations, similar tax free and deductibility treatment if so provided under State law. Lessee agrees to take all actions required of Lessee for Lessor to have, and not to take any action which would preclude Lessee from having available, such treatment. If Lessor (i) loses the right to claim, does not have or does not claim (based upon the advice of the Lessor's tax counsel) such tax free interest or deductibility or (ii) if there is disallowed, deferred, or recaptured in whole or in part any such tax free interest or deductibility for any reason (unless due solely to Lessor's failure to claim the tax free interest or deductibility on a timely basis) or (iii) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which Lessor calculates has the direct effect of reducing Lessor's net after tax return respecting the Lease (any of the foregoing constituting a "Loss"), then Lessee shall pay to Lessor, solely from appropriated funds, on demand, an amount which, after payment of all taxes required to be paid by Lessor in respect to the receipt of such amount and after payment of all interest and penalties required to be paid by Lessor, shall restore Lessor to the same net after tax position Lessor would have enjoyed had such Loss not occurred. Upon Lessor's being notified by any tax authority of a potential Loss, Lessor agrees to notify Lessee promptly thereof. Lessor further agrees to exercise in good faith Lessor's best efforts, as determined in the sole discretion of Lessor's tax counsel to be reasonable for Lessor, to avoid Lessee's payment of such additional amounts; provided that Lessor has sole discretion to determine whether to proceed, and, if so, what proceedings are appropriate, beyond the level of an auditing agent; and provided further, that Lessor shall not take any action unless Lessee shall indemnify Lessor in advance for all costs and expenses which Lessor would reasonably incur by reason of the action, including accountants' and attorneys' fees.

24. **TAX DESIGNATION.** Lessee certifies that Lessee will not issue more than the maximum allowed amount of "qualified tax exempt obligations," as defined in §265(b)(3)(B) of the Code through Lessee and any subordinate entities during the calendar year in which this Lease is signed. Lessee will designate the obligations undertaken pursuant to this Lease as "qualified tax exempt obligations" eligible for the exemption under §265(b)(3)(D) of the Code allowing for an exception to the general rules of the Code which disallow any interest deduction for interest allocable to the carrying of tax exempt obligations.

25. **GENERAL.** This Lease contains the entire agreement between Lessor and Lessee concerning the financing of the Equipment and may be amended only by a written agreement signed by the party to be charged. Notices hereunder must be in writing and mailed with appropriate U.S. First Class Mail postage prepaid to the party involved at its respective address set forth above or at such other address as such party may provide the other on notice. Notices to Lessee will be effective upon deposit and to Lessor upon receipt. Each party will promptly notify the other of any change in address. The singular includes the plural, and the word "Lessor" includes all assignees of Lessor. Paragraph titles are not an aid in interpretation.

26. GOVERNING LAW; VENUE. THIS LEASE WILL BE GOVERNED BY THE INTERNAL LAWS OF CALIFORNIA. VENUE FOR ANY RELATED ACTION WILL BE IN AN APPROPRIATE COURT IN ORANGE COUNTY, CALIFORNIA SELECTED BY LESSOR TO WHICH LESSEE CONSENTS OR IN ANOTHER COURT LESSOR SELECTS HAVING JURISDICTION OVER THE MATTER.

27. NO OFFSET. THIS LEASE IS TERMINABLE ONLY AS EXPRESSLY PROVIDED HEREIN AND NOT TERMINABLE BY LESSEE FOR ANY REASON NOT SET FORTH HEREIN INCLUDING THE FAILURE OF THE EQUIPMENT TO OPERATE PROPERLY. LESSEE'S OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS LEASE WILL NOT BE SUBJECT TO ANY ABATEMENT, COUNTERCLAIM, RECOUPMENT, OFFSET OR DEFENSE. LESSEE'S OBLIGATIONS UNDER THIS LEASE, SURVIVE TERMINATION OF THE LEASE.

28. NO AGENCY. LESSEE ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY FINANCIAL INTERMEDIARY NOR ANY AGENT OF EITHER IS AN AGENT OF LESSOR, THAT NONE OF SUCH PARTIES IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE AND THAT NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY ANY SUCH PARTY IS BINDING UPON LESSOR.

29. DISCLAIMER OF WARRANTIES. LESSEE ACKNOWLEDGES THAT BECAUSE THIS LEASE IS A FINANCING AND LESSOR HAS HAD NO INVOLVEMENT IN THE SELECTION OF THE EQUIPMENT, LESSOR MAKES NO WARRANTY AS TO THE EQUIPMENT AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY AS TO THE EQUIPMENT. IF AN ITEM DOES NOT FUNCTION PROPERLY, LESSEE WILL MAKE ANY RESULTANT CLAIMS AGAINST THE SUPPLIER OR MANUFACTURER.

Lessee Initials: _____

By execution hereof Lessee requests Lessor to finance the Equipment for Lessee hereunder. Execution hereof by a duly authorized officer of Lessor indicates Lessor's acceptance of such offer. Lessee authorizes Lessor to insert identification data as to the Equipment on Schedule A hereto and to correct patent errors, including omissions and clerical errors, such as incorrect Lessee name or Equipment description and missing or incorrect dates, in this Lease or any related document. Lessee warrants that Lessee will use the Equipment solely for commercial or business purposes. Lessee recognizes that Lessor will check Lessee's credit references and history and advise others as to Lessor's experience with Lessee and consents thereto. Lessee certifies and warrants that the financial data and other information which Lessee has submitted or will submit to Lessor is or will be a true and complete statement of the matters covered.

Lessor and Lessee have executed this Lease as of _____, 2019.

Bank of the West
Lessor

By: _____

Name: _____

Title: _____

Address:
201 North Civic Drive Suite 360B
Walnut Creek, CA 94596

((entity.entitynamedba))
Lessee

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Address:
((Entity.EntAddress1.Business))
((Entity.EntCity.Business)),
((Entity.EntStateProvince.Business))
((Entity.PostCode.Business))



Amendment No. 01
to Schedule No. 100-2394488-001
to Master Equipment Lease Agreement between
Bank of the West as Lessor,
and City of Stanton as Lessee,
dated as of _____, 20__ (the "Lease")

This Amendment hereby amends the Schedule and all other related documentation as described below in regards to the following:

PREPAYMENT: Lessee may upon at least twenty (20) days prior written notice to Lessor prepay this Schedule, without penalty, provided that: (a) only one (1) prepayment is allowed annually; and (b) the amount of any prepayment may not exceed 10% of the Equipment Cost.

All other terms and conditions not otherwise defined herein shall have the same meaning set forth in the Schedule and Lease.

Bank of the West
Lessor

City of Stanton
Lessee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____