



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, APRIL 14, 2015 - 6:30 P.M.

As a courtesy to those in attendance, the City of Stanton respectfully requests that all cell phones, pagers and/or electronic devices be turned off or placed on silent mode while the meeting is in session. Thank you for your cooperation.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, CONTACT THE CITY CLERK AT (714) 379-9222. NOTIFICATION BY 9:00 A.M. ON MONDAY, APRIL 13, 2015 WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.

Supporting, descriptive documentation for agenda items, including staff reports, is available for review in the City Clerk's Office and on the City web site at www.ci.stanton.ca.us.

1. **CLOSED SESSION (6:00 PM)**
2. **ROLL CALL** Council Member Ramirez
Council Member Shawver
Council Member Warren
Mayor Pro Tem Donahue
Mayor Ethans
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.

CC/SA/SHA AGENDA – Joint Regular Meeting – April 14, 2015 - Page 1

Any writings or documents provided to a majority of the City Council/Successor Agency/Stanton Housing Authority regarding any item on this agenda will be made available for public inspection at the Public Counter at City Hall located at 7800 Katella Avenue, Stanton CA, during normal business hours.

4. CLOSED SESSION

4A. 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

6. ROLL CALL Agency/Authority Member Ramirez
Agency/Authority Member Shawver
Agency/Authority Member Warren
Vice Chairman Donahue
Chairman Ethans

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS

1. Presentation of Certificate of Recognition honoring Mr. Alexander A. Ethans as Veteran of the Month for the month of April 2015.
2. Presentation of proclamation for Wildfire Awareness Week; and
3. Presentation of proclamation for Drowning Prevention Awareness; and
4. Presentation by Southern California Edison (SCE) regarding Joint Emergency Planning between Local Governments and SCE.

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 waive reading of Ordinances and Resolutions.

CC/SA/SHA AGENDA – Joint Regular Meeting – April 14, 2015 - Page 2

Any writings or documents provided to a majority of the City Council/Successor Agency/Stanton Housing Authority regarding any item on this agenda will be made available for public inspection at the Public Counter at City Hall located at 7800 Katella Avenue, Stanton CA, during normal business hours.

9B. APPROVAL OF WARRANTS

City Council approve demand warrants dated March 19, March 25, April 2, and April 14, 2015, in the amount of \$987,025.07.

9C. APPROVAL OF MINUTES

1. City Council approve Minutes of Special Meeting – March 19, 2015; and
2. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – March 24, 2015.

9D. AMENDMENT OF WASTE DISPOSAL AGREEMENT

The City, along with other public agencies in the County, have collectively reached agreement for an amendment to the Waste Disposal Agreement (WDA) to provide for continuation of importation at the County landfills, City allocation of future importation revenues and to extend terms of the WDA through June 30, 2025. This action will maintain stable disposal rates and continuity of service for residents and businesses while ensuring continued partnership between cities and the county.

RECOMMENDED ACTION:

1. City Council find 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. Adopt Resolution No. 2015-11 amending the Waste Disposal Agreement (WDA) between the County of Orange and City of Stanton to allow for the continued importation of waste at the County's three landfills and to extend the terms of the WDA through June 30, 2025.

**9E. ACCEPTANCE OF THE LEXINGTON SEWER LIFT STATION REMOVAL PROJECT
BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The Lexington Sewer Lift Station Removal Project has been completed in accordance with the plans and specifications. The final construction cost for the project was \$55,913.00. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of April 14, 2015 and recommends that the City Council accept the completed work performed on this project.

RECOMMENDED ACTION:

1. City Council find this project categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301a as replacement of existing facilities; and
2. Accept the completion of improvements for the Lexington Sewer Lift Station Removal Project, as certified by the City Engineer, and affix the date of April 14, 2015 as the date of completion of all work on this project; and
3. Approve the final construction contract amount of \$55,913.00 with S.E. Nelson Construction, Inc.; and
4. Direct the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion with the County Recorder of the County of Orange; and
5. Direct City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to Golden S.E. Nelson Construction, Inc. in the amount of \$2,795.65.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1034

This Ordinance was introduced at the regular City Council meeting of March 24, 2015.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1034, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING TABLE 3-3 STANDARDS FOR FENCES, WALLS, AND HEDGES IN SECTIONS 20.310.030 OF THE STANTON MUNICIPAL CODE PERTAINING TO ALLOWABLE FENCE, WALL AND HEDGE HEIGHTS IN VARIOUS ZONING DISTRICTS”; and

2. Declare that the project is exempt from CEQA under Section 15228 (Ministerial Projects) and Section 21080(b)(1) of the Public Resources Code; and
3. Adopt Ordinance No. 1034.

ROLL CALL VOTE: Council Member Ramirez
 Council Member Shawver
 Council Member Warren
 Mayor Pro Tem Donahue
 Mayor Ethans

12. NEW BUSINESS

12A. LEASE AGREEMENT WITH COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY FOR THE PROPERTY LOCATED AT 7455 KATELLA AVENUE FOR THE DEVELOPMENT OF A COMMUNITY PARK WITH HORTICULTURE ACTIVITIES TO BE MANAGED AND MAINTAINED BY COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY

The Housing Authority site located at 7455 Katella Ave. has been chosen for the development of a temporary park in the City. The site would be improved with a community park with horticulture activities, specifically the ability to grow fruits and vegetables by residents, similar to a community garden. Community Action Partnership of Orange County (CAPOC) has been identified as the non-profit that would fund the improvements, and manage and maintain the park.

RECOMMENDED ACTION:

1. The Housing Authority declare that the project is exempt per the California Environmental Quality Act (CEQA) under Sections 15305 (Minor Alterations to Land) and 15268 (Ministerial Projects); and
2. Housing Authority approve the lease agreement with Community Action Partnership of Orange County (CAPOC) for the purposes of improving the vacant property located at 7455 Katella Avenue for the purposes of developing a community park with horticulture activities.

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.

15D. LEGISLATIVE ADVOCACY: OPPOSE ASSEMBLY BILL 1217 (DALY)

AB 1217 (Daly) would revise the make-up of the Orange County Fire Authority (OCFA) by requiring that the Board of Directors consist of 13 members: 10 representing cities and 3 members of the County Board of Supervisors. Currently each City selects a member of their City Council to serve on the Board. OCFA is organized under a locally adopted joint powers authority and AB 1217 would impair that agreement by imposing a State legislative change on the local JPA.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5); and
2. Oppose AB 1217; and
3. Authorize the City's representative to the OCFA Board of Directors to communicate opposition to AB 1217 to that Board; and
4. Authorize the Mayor to communicate the City position on the bill as appropriate.

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

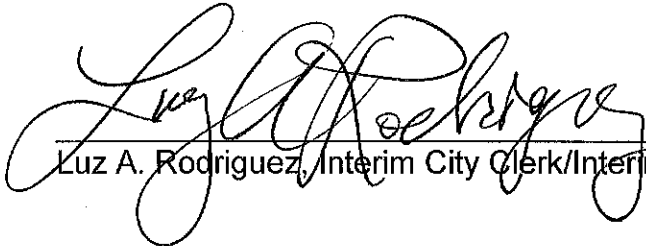
17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

17A. ORANGE COUNTY FIRE AUTHORITY

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

18. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 9th day of April, 2015.



Luz A. Rodriguez, Interim City Clerk/Interim Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

March 19, 2015	\$159,814.65
March 25, 2015	\$103,331.88
April 2, 2015	\$32,777.85
April 14, 2015	\$691,100.69

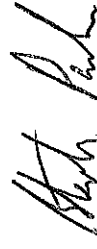
\$987,025.07

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.



Administrative Services Director

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING MARCH 19, 2015 (10350 FERN STREET, STANTON, CA 90680)

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 5:00 p.m. by Mayor Ethans.

3. **PLEDGE OF ALLEGIANCE**

Led by Mayor Alexander A. Ethans.

4. **ROLL CALL**

Present: Council Member Ramirez, Council Member Warren and Mayor Ethans.

Absent: Council Member Shawver and Mayor Pro Tem Donahue.

Excused: None.

SPECIAL ORDERS OF THE DAY

5. **NEW BUSINESS**

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

Presentations and discussions by City Council, staff and residents.

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

MAYOR

ATTEST:

INTERIM CITY CLERK

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**THESE MINUTES ARE ISSUED FOR INFORMATION ONLY AND ARE SUBJECT TO
AMENDMENT AND APPROVAL AT NEXT MEETING**

Housing Authority
Agenda Item # SHA

9C

Successor Agency
Agenda Item # SA

9C

Council
Agenda Item #

9C

DRAFT

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON REGULAR JOINT MEETING MARCH 24, 2015

1. CALL TO ORDER / CLOSED SESSION

The City Council meeting was called to order at 6:01 p.m. by Mayor Ethans.

2. ROLL CALL

Present: Council Member Ramirez, Council Member Shawver, Council Member Warren, Mayor Pro Tem Donahue and Mayor Ethans

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 6:01 p.m. for discussion regarding:

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

Number of Potential Cases: 1

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

The meetings were called to order at 6:30 p.m. by Mayor/Chairman Ethans.

6. ROLL CALL

Present: Agency/Authority Member Ramirez, Agency/Authority Member Shawver, Agency/Authority Member Warren, Vice Chairman Donahue and Chairman Ethans.

Absent: None.

Excused: None.

DRAFT

7. PLEDGE OF ALLEGIANCE

Led by Planning Commissioner Sou Moua.

8. SPECIAL PRESENTATIONS AND AWARDS

1. Mayor Ethans proclaimed the month of April 2015 to be DMV/Donate Life California Month and presented a proclamation to Dave Hollon, Ambassador for One Legacy.
2. Mayor Ethans proclaimed the month of April 2015 to be Child Abuse Prevention Month and presented a proclamation to Olga Modina, Raise Foundation.

9. CONSENT CALENDAR

Council Member Shawver pulled item 9H from the Consent Calendar for separate discussion.

Motion/Second: Ramirez/Warren

Motion to approve the balance of the Consent Calendar passed unanimously by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver and Warren)

NOES: None

ABSENT: None

ABSTAIN: 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

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

9B. APPROVAL OF WARRANTS

City Council approved demand warrants dated March 4, March 12, and March 24, 2015, in the amount of \$222,774.09.

DRAFT

9C. APPROVAL OF MINUTES

1. City Council approved Minutes of Special Meeting – March 10, 2015; and
2. City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – March 10, 2015.

9D. FEBRUARY 2015 INVESTMENT REPORT

The Investment Report as of February 28, 2015, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

City Council received and filed the Investment Report for the month of February 2015.

9E. FEBRUARY 2015 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of February 28, 2015, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

Successor Agency received and filed the Investment Report for the month of February 2015.

9F. CONSIDERATION OF AN EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT WITH HANNA CORPORATION FOR THE PROPERTY LOCATED AT 8232 LAMPSON AVENUE

The Authority Board directed staff to pursue the potential sale of property located at 8232 Lampson Avenue. In furtherance of that direction, Staff has negotiated an Exclusive Right to Negotiate Agreement (ENA) with Hanna Corporation for the future sale and development of the property. Staff has completed negotiating the terms with Hanna Corporation and is requesting Housing Authority Board consideration of the ENA.

1. Stanton Housing Authority declared that the project is not subject to the California Environmental Quality Act ("CEQA") pursuant to Section 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. Approved the Exclusive Right to Negotiate Agreement with Hanna Corporation and authorized the City Manager to execute all necessary documents.

DRAFT

9G. AWARD OF CONTRACT FOR CONSTRUCTION INSPECTION SERVICES FOR THE CITYWIDE STREET RECONSTRUCTION PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

Staff solicited proposals to provide Construction Inspection Services for the Citywide Street Reconstruction Project. Staff found that Psomas was the most qualified firm to provide these services.

The cost for completing the Construction Management and Inspection Services is \$40,000.

1. City Council found that this action is not a project per CEQA; and
2. Awarded a professional service contract to Psomas to provide construction inspection services for the duration of the Citywide Street Reconstruction Project for a maximum contract amount of \$40,000; and
3. Authorized the City Manager to bind the City of Stanton and Psomas in a contract to provide construction inspection services.

END OF CONSENT CALENDAR

DRAFT

9H. AWARD OF A CONSTRUCTION CONTRACT FOR THE FY14-15 CITYWIDE STREET RECONSTRUCTION PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The bids for the FY14-15 Citywide Street Reconstruction Project were opened on March 3, 2015. Based on the post-bid analysis of the six (6) bids received, staff recommends the bid submitted by Sully-Miller Contracting Company to be the lowest responsible bid.

The cost for completing the FY14-15 Citywide Street Reconstruction Project is estimated at \$560,200.00, which includes a 10-percent contingency and a construction management/inspection fee.

Council Member Shawver requested clarification on the nature of this project.

Motion/Second: Shawver/Ramirez

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approved the plans and specifications for the FY14-15 Citywide Street Reconstruction Project; and
3. Awarded a construction contract for the FY14-15 Citywide Street Reconstruction Project to the lowest responsible bidder, Sully-Miller Contracting Company, for the amount of \$472,867.20; and
4. Authorized the City Manager to bind the City of Stanton and Sully-Miller Contracting Company in a contract for the construction of the FY14-15 Citywide Street Reconstruction Project; and
5. Authorized the City Manager to approve contract changes, not to exceed 10-percent.

DRAFT

10. PUBLIC HEARINGS

10A. PUBLIC HEARING TO CONSIDER ORDINANCE NO. 1034 TO AMEND PERMITTED FENCE HEIGHTS IN THE BP (BUSINESS PARK), IG (INDUSTRIAL GENERAL) AND PUBLIC/INSTITUTIONAL (PI) ZONES

Staff is recommending amendments to Table 3-3 (Standards for Fences, Walls, and Hedges) in the Stanton Municipal Code to allow for open fencing up to six feet in height in the Public Institutional (PI), BP (Business Park) and Industrial General (IG) zones.

The public hearing was opened.

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

Motion/Second: Shawver/Warren

ROLL CALL VOTE:	Council Member Ramirez	AYE
	Council Member Shawver	AYE
	Council Member Warren	AYE
	Mayor Pro Tem Donahue	AYE
	Mayor Ethans	AYE

1. The City Council declared that the project is exempt from CEQA under Section 15228 (Ministerial Projects) and Section 21080(b)(1) of the Public Resources Code; and
2. Introduced Ordinance No. 1034, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING TABLE 3-3 (STANDARDS FOR FENCES, WALLS, AND HEDGES) IN SECTIONS 20.310.030 OF THE STANTON MUNICIPAL CODE PERTAINING TO ALLOWABLE FENCE, WALL AND HEDGE HEIGHTS IN VARIOUS ZONING DISTRICTS;” and

3. Set said ordinance for adoption at the regular City Council meeting of April 14, 2015.

DRAFT

10B. ESTABLISHMENT OF A FEE FOR THE PROCESSING OF MASSAGE ESTABLISHMENT LICENSES

In January of 2015, the City Council adopted Ordinance No. 1031, which created new requirements for massage establishments in the City. As part of the new regulations, massage establishments are now required to obtain a Massage Establishment License. This resolution would establish a fee to recover the costs associated with the processing of the Massage Establishment License applications.

The public hearing was opened.

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

Motion/Second: Warren/Donahue

Motion unanimously carried by the following vote:

AYES: 5 (Donahue, Ethans, Ramirez, Shawver and Warren)

NOES: None

ABSTAIN: None

ABSENT: None

1. City Council declared that the projects are 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, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
2. Adopted Resolution No. 2015-09 establishing a licensing fee for processing of Massage Establishment Licenses.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS None.

13. ORAL COMMUNICATIONS – PUBLIC

Planning Commissioner Gary Taylor, Via Kannela, Stanton, reported on his attendance at the Green Planning Academy and expressed his appreciation to the City for the provision of the academy.

14. WRITTEN COMMUNICATIONS None.

DRAFT

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

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

Mayor Pro Tem Donahue reminded everyone that the 6th Annual Mayor's Prayer breakfast was scheduled for the following morning, had received 270 responses to date, former NFL Quarterback Steve Beuerlein was scheduled as the guest speaker, and that all proceeds would benefit the Stanton Community Foundation.

Council Member Warren announced that the Stanton Boys & Girls Club would be hosting their annual golfing event on April 20, 2015.

Council Member Shawver requested that Community Services Director Julie Roman provide an update on the Annual Easter Egg Hunt and Pancake Breakfast to take place on Saturday, April 4, 2015. Director Roman spoke on the event's planned schedule.

Council Member Ramirez requested that Community Services Director, Julie Roman, also provide an update on the Stanton Youth Committee. Director Roman spoke on the Youth Committee's recent activities.

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

Mayor Ethans requested that recruitment be opened to fill an unscheduled vacancy on the Parks and Recreation Commission and those applicants be brought to a subsequent Council meeting for interviews as dictated by the Stanton Municipal Code.

Council Member Donahue requested that research be done on the feasibility of a Public Safety Committee.

Council Member Donahue requested a review of the lettering that is to be used on Monument signs that will be installed in the City.

Council Member Shawver requested that AB 1217 (Daly Bill), seeking to change the governance of the Orange County Fire Authority's Board, be placed on a future agenda for discussion.

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

None.

DRAFT

15D. CONSIDERATION OF A TEMPORARY ICE SKATING RINK WITHIN THE CITY DURING THE HOLIDAY SEASON

At the March 10, 2015, Regular Council Meeting Mayor Ethans had asked that staff investigate the feasibility and cost for a temporary ice skating rink to be located within the City during the holiday season.

Mayor Ethans requested to remove this item from the Agenda without discussion to allow for potential sponsors to be identified.

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

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

City Manager Jim Box informed the Council that he would be out of the office from Monday April 6 to Thursday April 9, and that Community Development Director Omar Dadabhoy would be serving as Acting City Manager.

17A. ORANGE COUNTY SHERIFF'S DEPARTMENT

Stanton Chief of Police, Lt. Jim England, provided the City Council with an update on their current operations.

Mayor Pro Tem Donahue commended Lt. England on the presentation he made at the recent Stanton Lion's Club meeting.

Council Member Shawver expressed his appreciation to Lt. England for the Sheriff's Deputies meeting the needs of the community.

Council Member Ramirez commended Lt. England on addressing the needs of individual Stanton residents as well as the community as a whole.

18. ADJOURNMENT Motion/Second: Ethans/ Motion carried at 7:17 p.m.

MAYOR/CHAIRMAN

ATTEST:

INTERIM CITY CLERK/INTERIM SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: April 14, 2015

SUBJECT: AMENDMENT OF WASTE DISPOSAL AGREEMENT

REPORT IN BRIEF:

The City, along with other public agencies in the County have collectively reached agreement for an amendment to the Waste Disposal Agreement (WDA) to provide for continuation of importation at the County landfills, City allocation of future importation revenues and to extend terms of the WDA through June 30, 2025. This action will maintain stable disposal rates and continuity of service for residents and businesses while ensuring continued partnership between cities and the county.

RECOMMENDED ACTION:

That City Council:

- 1) Find 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.
- 2) Adopt Resolution No. 2015-11 amending the Waste Disposal Agreement (WDA) between the County of Orange and City of Stanton to allow for the continued importation of waste at the County's three landfills and to extend the terms of the WDA through June 30, 2025.

BACKGROUND:

The disposal of solid waste at Orange County landfills is governed by a 2009 Waste Disposal Agreement in which cities in the County have agreed to deposit their solid waste at the County's three landfill facilities in return for low, stable disposal rates. The term of the current WDA began on July 1, 2010 and runs through June 30, 2020 with importation of waste from outside the County at County landfills set to expire on June 30, 2016.

ANALYSIS/JUSTIFICATION:

The WDA is a great example of County and cities working in collaboration and strategically leveraging a countywide asset. The solid waste revenues are utilized by the County: to maintain the landfill system; to preserve funds for landfill closure costs; to address post-closure maintenance; and, to mitigate long-term risk and environmental liabilities. The cities in the County benefit from additional services provided by the County include: permanent household hazardous waste collection facilities; green waste acceptance at no charge to cities to assist with compliance with state recycling mandates; and support of city programs to meet state diversion requirements.

With the success of waste diversion and recycling in recent years combined with slow recovery from the Great Recession, the resulting effect has caused in-County waste generation to dramatically decrease which in turn have created reduction in revenues. A committee of City Managers representing Orange County cities participated with the County in preparing a framework to address the reduction in revenues and to ensure rate stabilization for local residents and businesses. The proposed Amendment to the WDA sets forth the continuation of future importation to offset the revenue reduction and establishes a fair-share allocation of net importation revenues to cities. An in-depth review of County resources concluded the amount of imported waste combined with in-County waste will remain below total disposal tonnage projections contemplated in the current WDA. The proposed 5-year extension of the WDA to 2025 will provide additional stability to the system in light of more stringent legislative and regulatory requirements such as AB 1826, AB 1594 and the 75% recycling target of AB 341.

It is recommended that the City Council approve the Amendment to the WDA to provide stable rates for residents and businesses, continued service levels, ensure long term capacity, maintain long-term partnerships between the City and County and share net importation revenues with cities. Upon approvals by the Orange County cities, the proposed Amendment will be considered by the Board of Supervisors at their earliest available meeting.

FISCAL IMPACT:

The agreement calls for an initial allocation payment of \$87,287 to the City of Stanton.

ENVIRONMENTAL IMPACT:

None.

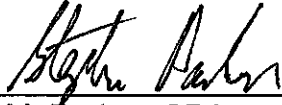
LEGAL REVIEW:

The City Attorney has reviewed and approved the attached agreement.

PUBLIC NOTIFICATION:

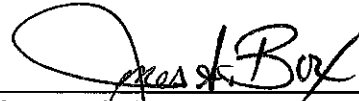
Through the agenda posting process.

Prepared by:



Stephen M. Parker, CPA
Administrative Services Director

Approved by:



James A. Box
City Manager

Attachment:

- A. Resolution No. 2015-11 Approving an Amendment to the 2009 Waste Disposal Agreement with the County of Orange
- B. Amendment to Waste Disposal Agreement between the County of Orange, California and the City of Stanton dated April 14, 2015

RESOLUTION NO. 2015-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA,
APPROVING AN AMENDMENT TO THE 2009 WASTE DISPOSAL AGREEMENT WITH
THE COUNTY OF ORANGE**

WHEREAS, pursuant the City has an existing Waste Disposal Agreement (the Waste Disposal Agreement) with the County of Orange (the "County") which requires the City to dispose of all specified solid waste generated within the City to County landfills and for the County to accept all such waste at a price agreed upon by the City and County; and

WHEREAS, the Waste Disposal Agreement became effective on or about July 23, 2009, and by its term is set to expire on June 30, 2020; and

WHEREAS, the Waste Disposal Agreement provides that the County will not accept waste imported from outside the County at County landfills after June 30, 2016; and

WHEREAS, an Amendment to the Waste Disposal Agreement (the "Amendment") has been negotiated between the County and various cities throughout Orange County to provide for continuation of importation of waste from outside the County at County landfills in exchange for allocation to the cities of a portion of future importation revenues and to extend the terms of this activity within the Waste Disposal Agreement to June 30, 2025; and

WHEREAS, the City Council desires to ensure that solid waste generated within the City can be disposed of in an environmentally safe manner and at a reasonable cost for the near future; and

WHEREAS, the proposed Amendment furthers these goals by, among other things, ensuring that solid waste generated within the City can be disposed of at County landfills through June 30, 2025; that the landfills will be operated in an environmentally safe and reliable manner; and that the cost of disposing of solid waste at County landfills will be reasonable.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby finds and determines that the proposed Amendment to the Waste Disposal Agreement between the County of Orange and the City of Orange ("Amendment") furthers the public health, safety and welfare.

SECTION 3. The City Council hereby finds and determines that the terms and provisions of the Amendment, in the form as submitted by the City Manager are approved and that the Mayor is authorized to execute, and the City Clerk to attest, the Amendment on behalf of the City.

SECTION 4. The officers and employees of the City are authorized and directed, jointly and severally, to do any and all things necessary or advisable in order to effectuate the purposes of this Resolution and to administer the City's obligations, responsibilities and duties to be performed.

ADOPTED, SIGNED AND APPROVED this 14th day of April, 2015

A.A. ETHANS, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Luz A. Rodriguez, Interim City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2015-11 has been duly signed by the Mayor and attested by the Interim City Clerk, all at a regular meeting of the Stanton City Council, held on April 14, 2015, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

LUZ A. RODRIGUEZ, INTERIM CITY CLERK

AMENDMENT TO WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and the

CITY OF STANTON

April 14, 2015

County Amendment Authorization Date:

_____, 2015

County Notice Address:

Director
OC Waste and Recycling
300 N. Flower, Suite 400
Santa Ana, CA 92703

City Amendment Authorization Date:

April 14, 2015

City Notice Address

City Manager
City of Stanton
7800 Katella Avenue
Stanton, CA 90680

AMENDMENT TO WASTE DISPOSAL AGREEMENT

THIS AMENDMENT TO WASTE DISPOSAL AGREEMENT (the "Amendment") is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Amendment, a general law or charter city and political subdivision of the State of California (the "City").

RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the "Disposal System"). The Disposal System includes three active landfills and four regional household hazardous waste collection centers.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act").

The County has entered into waste disposal agreements in 2009 (the "Original Waste Disposal Agreements") with all of the cities in the County, including the City, as well as certain sanitary districts located in the County (the "Participating Cities"), pursuant to which the County agreed to provide disposal capacity for waste generated in or under the control of the Participating Cities, and the Participating Cities agreed to deliver or cause the delivery of waste generated in or under the control of the Participating Cities to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of, the Original Waste Disposal Agreements.

The City has determined that the execution of this Amendment by the City is in the best interest of the City and will serve the public health, safety and welfare by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and sound environmental management.

The County has determined that the execution by the County of this Amendment will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis consistent with its obligations to the State and the holders of obligations secured by its Disposal System.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

Section 1. Amendment to Original Waste Disposal Agreement.

(a) Sections 3.6(C) and 3.6(E) of the Original Waste Disposal Agreement are deleted and replaced in their entirety, as set forth below:

“(C) Receipt of Imported Acceptable Waste on a Contract Basis. Throughout the Term hereof, the County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the Participating Cities and to generate Net Import Revenues. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable Disposal Agreements throughout the Term thereof. “

“(E) Application and Use of Revenues From Other Users. (1) Throughout the term hereof, all revenues received by the County from the disposal of County Acceptable Waste by the Disposal System, and all revenues received by the County from the disposal of Imported Acceptable Waste by the Disposal System (including amounts received by the County as a result of the failure of contract counterparties to deliver minimum required amounts of Imported Acceptable Waste) , shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Disposal System. Pursuant to the County’s Plan of Adjustment, the County is entitled to receive net revenues (after payment of all costs attributable to the acceptance of such Imported Acceptable Waste at the Disposal System) (“Net Import Revenues”) from the disposal of Imported Acceptable Waste by the Disposal System. Costs attributable to the disposal of Imported Acceptable Waste include deposits to the Environmental Fund, deposits to closure and postclosure reserves, City host fees (if applicable), operating costs (such as manpower expenditures, equipment, services and supplies expenditures), state surcharges, and a pro rata share of capital project costs. Net Import Revenues shall be used for the payment of bankruptcy related obligations until payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment. It is estimated that payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment will occur by the end of Fiscal Year 2017-18.

(2) Until the County’s obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as provided in Section (3.6)(E)(1). For any period after the County’s obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as follows:

(i) in Fiscal Year 2017-18, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of \$17.57 per ton;

(ii) in Fiscal Year 2018-19, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported

Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of \$18.01 per ton;

(iii) in Fiscal Year 2019-20, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess in excess of \$18.46 per ton; and

(iv) thereafter, Net Import Revenues shall be equal to 30% of the revenues received by the County from the disposal of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located).

(3) After the County's obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full (i) 50% of any Net Import Revenues (as calculated pursuant to Section 3.6(E)(2)) shall be paid to the County General Fund; and (ii) 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 5 for use for any purpose by the Participating City, including but not limited to state mandated solid waste programs. Payments of such amounts to the County General Fund and the Participating Cities shall be made by the County within 90 days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 5.

(4) The percentages set forth in Appendix 5 with respect to each Participating City will be adjusted at the end of Fiscal Year 2019-20 to reflect the percentage of actual deliveries of Acceptable Waste from each Participating City as compared to the total amount of actual deliveries from all of the Participating Cities during Fiscal Years 2017-18, 2018-19, and 2019-20. The County shall notify each Participating City of the revised percentages in Appendix 5 within 120 days after the end of Fiscal Year 2019-20. The revised percentages will be used for the allocation of Net Import Revenues generated during Fiscal Year 2020-21 and thereafter.

(b) Section 4.2(A)(z) is added to the Original Waste Disposal Agreement (immediately following Section 4.2(A)(y)) as follows:

“(z) decrease the amount of Net Import Revenues otherwise payable to the County General Fund and the Participating Cities pursuant to Section 3.6(E)(2) and Section 3.6(E)(3) and use the amount of such decrease to pay costs of the Disposal System.”

(c) Section 6.1(A) and Section 6.1(B) of the Original Waste Disposal Agreement are deleted and replaced in their entirety with the following:

“SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall continue in full force and effect until June 30, 2025, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before June 30, 2023, for an additional term of ten years (the “Renewal Term”) on the same terms and conditions as are applicable during the Initial Term hereof. The City shall give the County written notice of its irrevocable election to renew this Agreement on or before June 30, 2022. If the parties do not renew this Agreement by June 30, 2023, the Agreement shall expire on June 30, 2025.”

(c) The first sentence of Section 6.1(C) of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the following:

“In connection with the parties’ right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2023, negotiate an applicable change in the Contract Rate for such renewal term.”

(d) Appendix 2 of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the form attached hereto.

(e) Appendix 5 shall be added to the Original Waste Disposal Agreement as a new appendix, in the form attached hereto.

(f) All other terms and conditions of the Original Waste Disposal Agreement shall remain in full force and effect.

Section 2. Initial Payment. As consideration for the execution of this Amendment by all of the Participating Cities, and subject to the occurrence of the Amendment Effective Date pursuant to Section 3, the County agrees to pay, from the County OC Waste & Recycling Enterprise Fund, the Amendment Payment to the Participating Cities listed in Appendix 5. The aggregate Amendment Payment shall be \$5,400,000, and shall be distributed to the individual Participating Cities (including the City) in the percentages set forth in Appendix 5 by September 30, 2016.

Section 3. Effectiveness of Amendment. The provisions of this Amendment shall not become effective unless and until the Amendment has been executed by the County and all of the Participating Cities. The date on which all of the Participating Cities have executed the Amendment shall be the “Amendment Effective Date.” The County shall give written notice of the Amendment Effective Date to the City. In the event that the Amendment Effective Date does not occur by June 30, 2015, this Amendment shall be automatically terminated and the County shall have no obligation to make the Amendment Payment; provided, however that the County Board of Supervisors may extend such automatic termination date to a date no later than September 30, 2015.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES. Each of the parties to this Amendment represent and warrant that it is a political subdivision of the State of California validly existing under the Constitution and laws of the State and (ii) it has duly authorized the execution and delivery of this Amendment, and has duly executed and delivered the Amendment.

All other terms and conditions of the 2009 Original Waste Disposal Agreement not specifically changed by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date _____

By _____
Director, OC Waste & Recycling

Date _____

By _____
[NAME]
City Representative
City of Stanton

Date _____

By _____
[NAME]
City Representative
City of [CITY]

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Date _____

APPENDIX 2

County Acceptable Waste Tonnage Target to be Used for Purposes of Section 4.2(b)

<u>Fiscal Year</u>	<u>Tonnage</u>	<u>Cumulative</u>
FY 2015-16	2,724,250	2,724,250
FY 2016-17	2,681,153	5,405,403
FY 2017-18	2,638,746	8,044,149
FY 2018-19	2,597,017	10,641,166
FY 2019-20	2,558,522	13,199,688
FY 2020-21	2,520,605	15,720,293
FY 2021-22	2,483,256	18,203,549
FY 2022-23	2,483,256	20,686,805
FY 2023-24	2,483,256	23,170,061
FY 2024-25	2,483,256	25,653,317

APPENDIX 5

PARTICIPATING CITY ALLOCATION PURSUANT TO SECTION 3.6

<u>City</u>	<u>Allocation Percentage for Purposes of Section 3.6</u>	<u>Allocation of Initial Payment</u>
Anaheim	13.18%	\$711,509
Aliso Viejo	0.67	36,416
Buena Park	2.34	126,275
Brea	2.28	123,085
Costa Mesa	2.18	117,936
Costa Mesa Sanitary District	1.48	79,976
Cypress	2.56	138,115
Dana Point	0.99	53,278
Fullerton	4.10	221,271
Fountain Valley	1.76	95,217
Garden Grove/ GG Sanitary District	7.17	387,197
Huntington Beach	6.13	330,807
Irvine	8.22	444,036
Laguna Beach	1.14	61,796
Laguna Hills	0.74	40,098
Laguna Niguel	1.36	73,341
Laguna Woods	0.41	22,274
La Habra	1.69	91,431
Lake Forest	2.45	132,214
La Palma	0.32	17,325
Los Alamitos	0.58	31,362
Mission Viejo	2.42	130,902
Newport Beach	3.68	198,946
Orange	4.90	264,468
Placentia	1.58	85,116
Rancho Santa Margarita	1.11	60,009
Santa Ana	10.60	572,184
San Clemente	1.40	75,728
San Juan Capistrano	1.23	66,420
Seal Beach	0.82	44,292
Stanton	1.62	87,287
Tustin	1.42	76,648
Villa Park	0.21	11,081
Westminster/Midway Sanitation District	2.13	114,893
Yorba Linda	1.78	96,344
County Unincorporated	3.35	180,723
Totals	100%	\$5,400,000

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 14, 2015

**SUBJECT: ACCEPTANCE OF THE LEXINGTON SEWER LIFT STATION
REMOVAL PROJECT BY THE CITY COUNCIL OF THE CITY OF
STANTON, CALIFORNIA**

REPORT IN BRIEF:

The Lexington Sewer Lift Station Removal Project has been completed in accordance with the plans and specifications. The final construction cost for the project was **\$55,913.00**. The City Engineer, in his judgment, certifies that the work was satisfactorily completed as of April 14, 2015 and recommends that the City Council accept the completed work performed on this project.

RECOMMENDED ACTION:

1. City Council accepts the completion of improvements for the Lexington Sewer Lift Station Removal Project, as certified by the City Engineer, and affix the date of April 14, 2015 as the date of completion of all work on this project; and
2. Approves the final construction contract amount of \$55,913.00 with S.E. Nelson Construction, Inc.; and
3. Directs the City Clerk within ten (10) days from the date of acceptance to file the Notice of Completion (Attachment) with the County Recorder of the County of Orange; and
4. Directs City staff, upon expiration of the thirty-five (35) days from the filing of the "Notice of Completion," to make the retention payment to Golden S.E. Nelson Construction, Inc. in the amount of \$2,795.65.

BACKGROUND:

On January 13, 2015 the City Council awarded the Lexington Sewer Lift Station Removal Project to S.E. Nelson Construction, Inc. The project was completed this month. The scope of this project included the removal of the old abandoned sewer lift station and grading the surrounding area to match the private yard at 10461 Lexington St. Also, the previously existing fence that enclosed the sewer lift station was removed

and reconstructed to match the rest of the property line fencing in the work area.

ANALYSIS/JUSTIFICATION:

The Lexington Sewer Lift Station Removal Project has been completed in conformance with the project plans and specifications and has been accepted by the City Engineer. The payment to the contractor and the filing of the Notice of Completion is required under the terms of the Construction Agreement for this project.

FISCAL IMPACT:

Funding for this project was available from the City's Sewer Maintenance Fund in account 501-3700-730105. This project had no impact on the General Fund.

ENVIRONMENTAL IMPACT:

This project was categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301a as replacement of existing facilities.

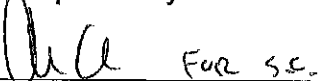
LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

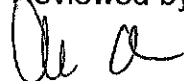
Notifications and advertisement were performed as prescribed by law.

Prepared by:

 For S.E.

Stephanie Camorlinga
Engineering Assistant

Reviewed by:



Allan Rigg, P.E. AICP
Director of Public Works

Concur:



Stephen Parker, CPA
Administrative Services Director

Approved by:



James A. Box
City Manager

ATTACHMENT:

(1) Notice of Completion

Recording requested by and
when recorded mail to:

CITY OF STANTON
7800 KATELLA AVE.
STANTON, CA 90680

(Space above this line for Recorder's use)

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE SECTION 6103

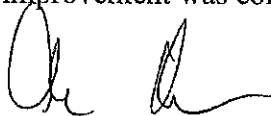
NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion.

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is the City of Stanton.
3. The full address of owner is 7800 Katella Avenue, Stanton, CA 90680.
4. The nature of the interest or estate of the owner is: Public Facility.
5. A work of improvement on the property hereinafter described was completed on April 14, 2015. The work was the Lexington Sewer Lift Station Removal Project.
6. The name of the contractor for such work of improvement was: S.E. Nelson Construction, Inc.
7. The property on which said work of improvement was completed is in the City of: Stanton, County of Orange, State of California.

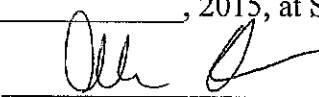
Dated: 4/17/2015
Verification for Individual Owner


_____, City of Stanton
Allan Rigg, City Engineer

VERIFICATION

I, the undersigned, say: I am the City Engineer of the City of Stanton, the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 4/17/2015, 2015, at Stanton, California.


_____, City of Stanton
Allan Rigg, City Engineer

ORDINANCE NO. 1034

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING TABLE 3-3 STANDARDS FOR FENCES, WALLS, AND HEDGES IN SECTIONS 20.310.030 OF THE STANTON MUNICIPAL CODE PERTAINING TO ALLOWABLE FENCE, WALL AND HEDGE HEIGHTS IN VARIOUS ZONING DISTRICTS

WHEREAS, the Stanton Municipal Code currently regulates heights of fences, wall and hedge heights in Table 3-3 of Section 20.310.030; and

WHEREAS, property owners in the BP (Business Park), IG (Industrial General) and the Public/Institutional (PI) zones have indicated the need for additional security measures through the provision of greater fence and wall heights; and

WHEREAS, the City wishes to allow for greater fence and wall heights in order to promote the public safety; and

WHEREAS, Stanton Municipal Code ("SMC") sections 20.610.020 and 20.610.040 authorize the Planning Commission to initiate a Zoning Code amendment and recommend approval of the amendment's adoption to the City Council; and

WHEREAS, the Planning Commission conducted a public hearing on the proposed Zoning Code Amendment AZC14-03 at a regular meeting on March 18, 2015, in accordance with SMC section 20.610.030(C), and recommended that the City Council approve Zoning Code Amendment AZC14-03 and approve this Ordinance; and

WHEREAS, the City Council conducted a public hearing on the proposed Zoning Code Amendment AZC 14-03 at a regular meeting on March 24, 2015, in accordance with SMC sections 20.610.030(C) and 20.610.050(A)(1), and

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

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

SECTION 1: The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are true and correct.

SECTION 2: Table 3-3 in Section 20.310.030 of the Stanton Municipal Code is hereby amended, in part to read as follows:

Table 3-3 Standards for Fences, Walls, and Hedges		
<i>Location</i> <i>See definition of Setback Area in Article 7 (Definitions).</i>	<i>Maximum Height</i> <i>See definition of abutting and adjacent in Article 7 (Definitions).</i>	<i>Limitations (1)(2)(3)</i> <i>See Section 20.310.050 (Fence Types and Materials Standards).</i>
All Zones		
Traffic Visibility Area	30 in for solid fencing; 54 in for open fencing	Section 20.305.100
Public utility electric distribution and transmission substations	6 ft; 8 ft on side or rear not adjacent to a street	Solid wall
Sports facilities (ball fields and tennis courts)	12 ft	Court fencing set back at least 5 ft from lot line
Residential Zones (RE, RL, RM, RH)		
Within Front Setback Area	Up to 42 in	Solid structures or plants
	42.1 – 54 in	Open fence, not obscuring more than 25% of vision through the vertical plane if in compliance with Section 20.310.050.F
	Up to 60 in	Privacy screen of either a solid fence/wall if in compliance with Section 20.310.050.G.
Outside Front Setback Area	6 ft	<ul style="list-style-type: none"> Open work structures or plants Combination of solid wall and wrought iron Solid, decorative masonry wall
Within Street-Side Setback Area	Up to 30 in above nearest street curb elevation	Only solid or open fence/wall in Traffic Visibility Area (Section 20.305.090)
	Up to 54 in above nearest street curb elevation	Open fence and pilasters/columns, not obscuring more than 25% of vision through the vertical plane between 30 inches and 54 inches, if in compliance with Section 20.310.050.F.
Outside Street Side Setback Area	6 ft; 8 ft if adjacent to nonresidential zone	<ul style="list-style-type: none"> Open work structures or plants Combination of solid wall and wrought iron Solid, decorative masonry wall
Within and Outside Rear and Interior Side Setback Area	6 ft; 8 ft if RE and RL abutting RM, RH, public right-of-way, or nonresidential zone	<ul style="list-style-type: none"> Open work structures or plants Combination of solid wall and wrought iron Solid, decorative masonry wall
Commercial (CN, CG) and Mixed-Use		
Within Front Setback Area	Up to 42 in	Solid structures or plants
Outside Front Setback Area	6 ft	<ul style="list-style-type: none"> Open work structures or plants Combination of solid wall and wrought iron Solid, decorative masonry wall
Within Street-Side Setback Area	Up to 30 in above nearest street curb elevation	Only solid or open fence/wall in Traffic Visibility Area (Section 20.305.090)
	Up to 54 in above nearest street curb elevation	Open fence and pilasters/columns, not obscuring more than 25% of vision through the vertical plane between 30 inches and 54 inches, if in compliance with Section 20.310.050.F.
Outside Street Side Setback Area	6 ft	<ul style="list-style-type: none"> Solid masonry Solid to a height of 42 in with open wrought iron above Open from ground
Within Rear and Interior Side Setback Area	6 ft	Any solid, open or combination fence/wall
Adjacent to residential zones	8 ft	Solid, decorative masonry wall
Industrial Zones (BP, IG)		
Within Front Setback Area	Up to 42 in	<ul style="list-style-type: none"> Solid masonry Open work structures or plants

**Table 3-3
Standards for Fences, Walls, and Hedges**

<i>Location See definition of Setback Area in Article 7 (Definitions).</i>	<i>Maximum Height See definition of abutting and adjacent in Article 7 (Definitions).</i>	<i>Limitations (1)(2)(3)</i> <i>See Section 20.310.050 (Fence Types and Materials Standards).</i>
	42.1 in – 6 ft	<ul style="list-style-type: none"> Combination of solid wall and wrought iron Open fence, not obscuring more than 25% of vision through the vertical plane, with an allowance of pilaster/columns up to 6 ft, with a width no more than 2 feet, and separated a minimum of 12 feet.
Outside Front Setback Area	8 ft	<ul style="list-style-type: none"> Solid masonry Open work structures or plants Combination of solid wall and wrought iron
Street Side Setback Area	8 ft	<ul style="list-style-type: none"> Solid masonry Open work structures or plants Combination of solid wall and wrought iron
Rear and Interior Side Setback Area	8 ft	Any solid, open, or combination
Adjacent to any Residential zone	6 ft	Solid, decorative masonry wall
Open Space (OS) and Parks/Recreation (PR) Zones		
Within Front, Street Side, Rear Setback Areas	42 in	Within 20 ft of public right-of-way or as determined by Director
Within Interior Side Setback Area and Outside Front, Street Side, Rear Setback Areas	8 ft	<ul style="list-style-type: none"> Solid masonry Open from ground Solid with wrought iron above
Public Institution (PI) Zone		
Within Front Setback Area	Up to 42 in	<ul style="list-style-type: none"> Solid masonry Open work structures or plants Combination of solid wall and wrought iron
	42.1 in – 6 ft	Open fence, not obscuring more than 25% of vision through the vertical plane, with an allowance of pilaster/columns up to 6 ft, with a width no more than 2 feet, and separated a minimum of 12 feet.
Outside Front Setback Area	8 ft	<ul style="list-style-type: none"> Solid masonry Open work structures or plants Combination of solid wall and wrought iron
Street Side Setback Area	8 ft	<ul style="list-style-type: none"> Solid masonry Open work structures or plants Combination of solid wall and wrought iron
Rear and Interior Side Setback Area	8 ft	Any solid, open, or combination
Notes: (1) Limitations shall not apply in the following circumstances: a. Where a greater height is required by any other provision of this Zoning Code. b. Where a greater height or type of fence, wall or hedge is required by condition of approval. (2) Fences or walls in zones not specifically listed shall be reviewed by the Director based upon the use characteristics of the lot. (3) A retaining wall less than 30 inches in height above finished grade may be located anywhere within a setback area.		

SECTION 3. Zoning Code Amendment AZC14-03 is consistent with the goals, policies and general land uses and programs specified in the General Plan, specifically: Goal CHS 4.4.1 (b) to “encourage the use of design measures that address security and safety in residential and non-residential developments such as lighting, landscaping access, placement of buildings, etc.”; Goal CD-1.3, “Promote compatibility between land uses, including existing, redeveloped, and new uses, to further cohesiveness along the city’s primary and secondary corridors.”, and Strategy LU 1.1.2 (a), “Require that

commercial and industrial development that abuts residential or educational uses by adequately screened and buffered from the residential neighborhood or education facility."

SECTION 4: The Zoning Code AZC14-03 will not be detrimental to the public interest, health, safety, convenience, or welfare of the City. Rather, the proposed Amendment is recommended to protect the public safety by allowing for greater securitization of properties.

SECTION 5: The Zoning Code Amendment AZC14-03 is internally consistent with other applicable provisions of the Zoning Code.

SECTION 6. The City Council further finds that this Ordinance will impact only ministerial type projects and as such, per the California Environmental Quality Act ("CEQA"), Public Resources Code section 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. section 15000 *et seq.*, the City Council has exercised its independent judgment and finds that the proposed Ordinance is statutorily exempt from CEQA pursuant to Section 15268 (Ministerial Projects) and Section 21080(b)(1) of the Public Resources Code.

SECTION 7: The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The Economic and Community Developer Director is the custodian of the record of proceedings.

SECTION 8. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Stanton hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any or more sections, subsections, sentences, clauses and phrases may be declared invalid or unconstitutional.

SECTION 9. This Ordinance shall take effect and be in full force thirty (30) days from and after its passage. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

PASSED, APPROVED, and ADOPTED this 14th day of April, 2015.

ALEXANDER A. ETHANS, MAYOR

ATTEST:

LUZ A. RODRIGUEZ, INTERIM CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, LUZ A. RODRIGUEZ, Interim City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1034 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 24th day of March, 2015, and was duly adopted at a regular meeting of the City Council held on the 14th day of April, 2015, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

CITY OF STANTON

REPORT TO STANTON HOUSING AUTHORITY

TO: Honorable Chairperson and Members of the Authority

DATE: April 14, 2015

SUBJECT: LEASE AGREEMENT WITH COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY FOR THE PROPERTY LOCATED AT 7455 KATELLA AVENUE FOR THE DEVELOPMENT OF A COMMUNITY PARK WITH HORTICULTURE ACTIVITIES TO BE MANAGED AND MAINTAINED BY COMMUNITY ACTION PARTNERSHIP OF ORANGE COUNTY

REPORT IN BRIEF:

The Housing Authority site located at 7455 Katella Ave. has been chosen for the development of a temporary park in the City. The site would be improved with a community park with horticulture activities, specifically the ability to grow fruits and vegetables by residents, similar to a community garden. Community Action Partnership of Orange County (CAPOC) has been identified as the non-profit that would fund the improvements, and manage and maintain the park.

RECOMMENDED ACTION:

1. That the Housing Authority declare that the project is exempt per the California Environmental Quality Act (CEQA) under Sections 15305 (Minor Alterations to Land) and 15268 (Ministerial Projects); and
2. Housing Authority approve the lease agreement with Community Action Partnership of Orange County (CAPOC) for the purposes of improving the vacant property located at 7455 Katella Avenue for the purposes of developing a community park with horticulture activities.

BACKGROUND:

As part of the adopted 2015 Strategic Plan, the City Council made it a goal to improve the resident's quality of life by increasing the parkland in the city and providing opportunities for residents to be involved in horticulture activities. To achieve this goal, the City has partnered with Community Action Partnership of Orange County (CAPOC) to obtain funding to develop a community park with horticulture activities on the Housing Authority property located at 7455 Katella Avenue and for CAPOC to develop, manage and maintain the park.

ANALYSIS/JUSTIFICATION:

The subject property is located near the northwest corner of Katella and Western Avenues, with access from Katella Avenue. The park would be designed by CAPOC to create plots of land for horticulture activities. CAPOC would accept applications from residents to participate in the horticulture activities on the site, with priority given to Stanton residents first, and then would open it to the greater community. CAPOC will be responsible for the development and management, including the selection of plot assignments, and the maintenance of the park. With the plot assignments, each participant would be able to choose which fruits, vegetables and other types of vegetation they wish to grow. The participants would maintain the plot, with assistance from CAPOC, and would harvest the produce for their own personal consumption. There would also be community plots, which CAPOC would utilize as demonstration gardens, and may bring in horticulture experts to teach the participants about different gardening techniques.

The development of the park would include installing utilities on the site, perimeter fencing, and the creation of the plot areas. CAPOC has been working with potential donors to obtain the funding and materials needed to improve the site. If the Authority moves forward with approval of the lease, CAPOC will be required to submit a development proposal for the park, obtain all necessary permits, and submit a draft of the rules and regulations of the park to the city for review and approval.

As part of the lease, there have been conditions added to ensure the property is operated and maintained so as not to impact the surrounding residents and businesses. If any issues do arise, conditions have also been added to ensure the City and Authority has the ability to require modifications to the operation of the property. These conditions may be found in Attachment "A" of the lease.

As this property is owned by the Stanton Housing Authority, its long-term purpose must be to facilitate the development of affordable housing. However, as there is no project foreseen in the near future, and all of the Authority's resources are currently being invested in the Tina/Pacific neighborhood project, this use will allow the property to be used and maintained without additional costs to the Authority until such time it is permanently developed.

Once the lease agreement is approved, CAPOC is ready to begin the site improvements, such as the installment of the utilities, and schedule and promote the first community clean-up day. CAPOC's goal is to have the park ready for community use by June 2015.

FISCAL IMPACT:

The Housing Authority will receive \$1 per year to allow Community Action Partnership of Orange County to develop and maintain a community park with garden plots.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be

exempt under Sections 15305 (Minor Alterations to Land) and 15268 (Ministerial Projects).

LEGAL REVIEW:

The City Attorney has reviewed the report and the lease agreement.

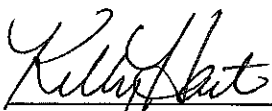
PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN IMPLEMENTATION:

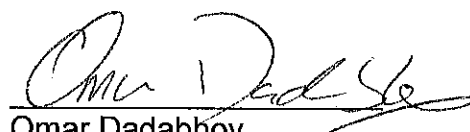
Strategic Plan Goal No. 5: Provide a High Quality of Life. This lease would allow for the development of a community park with horticulture activities. The creation of additional parkland would increase the quality of life by promoting community involvement, promoting healthier lifestyles, and providing additional open space for the community to utilize.

Prepared by:



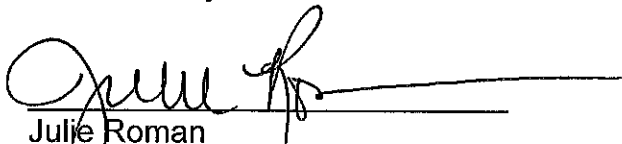
Kelly Hart
Associate Planner

Reviewed by:



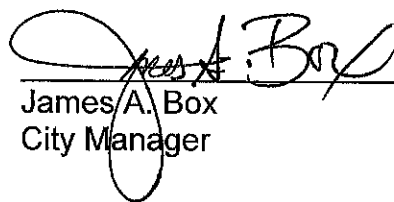
Omar Dadabhoy
Economic & Community
Development Director

Concurred by:



Julie Roman
Community Services Director

Approved by:



James A. Box
City Manager

Attachment A: Lease Agreement

**A LEASE AGREEMENT BY AND BETWEEN THE STANTON
HOUSING AUTHORITY AND THE COMMUNITY ACTION
PARTNERSHIP OF ORANGE COUNTY**

1. PARTIES: The parties to this agreement are the Stanton Housing Authority ("Authority" also referred to as "Lessor") and Community Action Partnership of Orange County, ("Lessee").

2. RECITALS: This Agreement is made with reference to the following facts:

- (a) The Authority acquired title to the premises commonly known as 7455 Katella Avenue, Stanton, CA ("Premises").
- (b) Lessee will rent the Premises for the purposes of improving the vacant Premises as a community park with horticulture activities during the term of this Agreement.
- (c) Authority seeks to improve the vacant Premises as a community park with horticulture activities due to the intrinsic environmental, asthetic and recreation benefits it provides. The park may also increase property values for adjacent land owners.
- (d) By this Agreement, the parties intend to establish a Lessor/Lessee relationship between them during this period of continued possession by Lessee and to specify the rights and duties of the respective parties with reference to the Premises.

3. PREMISES: The Authority leases the premises to Lessee as a community park with horticulture activities. The Premises shall be used by the Lessee for a community park with horticulture activities and for no other purpose or purposes without the prior written consent of the Authority.

4. TERM: The term of hiring of the Premises shall commence on April 14, 2015 and shall continue until April 14, 2016 (12 month from commencement date). Thereafter, the Agreement shall continue on a month-to-month basis by mutual agreement of the Parties. Rent is payable by Lessee on the first (1st) day of the lease agreement, and once annually thereafter by the fifteenth (15th) of April of each year.

5. TENANCY: Lessee is only permitted to utilize the Premises as a community park with horticulture activities. Prior to installation, Lessee shall submit a development plan for the community park with horticulture activities to the City Manager and Community Development Director to obtain approval. Lessee shall also abide by all the conditions identified in Attachment "A" of this lease agreement.

6. RENT: Lessee shall pay rent to the Authority, without offset or deduction, at the rate of one-dollar (\$1.00) per year payable in advance, commencing April 14, 2015. **Make your payments in the form of cash, personal checks, cashiers checks or money orders payable to: Stanton Housing Authority.** Please mail these payments to, or hand deliver to:

**Stanton Housing Authority
7800 Katella Ave.
Stanton, CA 90680**

7. SECURITY DEPOSIT: Lessee shall pay Lessor the sum of \$1.00 as a security deposit to secure Lessee's performance of the agreements contained herein.

9. IMPROVEMENTS, REPAIRS AND MAINTENANCE: Lessee shall be responsible to make improvements to the Premises of any nature whatsoever to provide a community park with horticulture activities. Lessee shall also conduct all necessary maintenance operations to ensure the Premises is maintained, free of trash and debris and is safe for use. Lessee shall be responsible for obtaining all necessary permits and approvals for its community park with horticulture activities from the City Building and Planning Divisions prior to performing any improvements. Lessee shall be allowed no credit or reimbursement by the Authority for costs of any improvement work performed or ordered done by Lessee to the Premises.

10. ALTERATIONS: Lessee will make no alterations to the Premises except as required in Paragraph 9.

11. TERMINATION OF AGREEMENT: Following the original 12-month term of this Agreement, if the parties agree to continue this Agreement on a month-to-month basis, either party shall give a minimum 30 day written notice of termination of Agreement.

12. DAMAGE TO PREMISES: The undersigned Lessee(s) whether or not in actual possession of Premises, are jointly and severally liable for all damages to the Premises.

13. NUISANCE, WASTE AND HAZARDOUS MATERIAL: Lessee shall not commit, suffer, or permit any nuisance or waste in or about the Premises, and shall not commit, suffer, or permit use of the Premises for any illegal or immoral purpose. Lessee shall notify Authority immediately of any nuisance, crime, attempted crimes or injuries that occur at or on the Premises regardless of the cause. Lessee further agrees to ensure that all Federal, State and local laws concerning the Premises and the use of the Premises are observed and upheld. Upon termination of this Agreement, Lessee agrees to leave the Premises free from any and all hazardous materials regardless of the cause. In complying with the requirements of this section 13, Lessee shall dispose of any and all hazardous materials on or about the Premises in accordance with local law and Lessee further agrees not to discard any hazardous materials or products by draining or dumping such materials onto the Premises or pouring such materials into any drain in, on, around or near the Premises. Failure to remove and properly dispose of any and all hazardous materials located in, on, near or around the Premises shall constitute a material breach of this contract. Lessee agrees to indemnify, defend and hold the Authority harmless from any and all liability, cost or damages related to the Lessee's failure to remove hazardous materials in accordance with this Section 13. Hazardous materials include but are not limited to the following items:

- a) Any Substance or product in a container labeled "Warning", "Caution", "Poisonous", "Toxic", "Flammable", "Corrosive", "Reactive", "Explosive", or bearing a skull and cross bones symbol.
- b) Antifreeze, Disinfectants, Gasoline, Paint, Solvents, Poisons, Vehicle Batteries, Hobby Chemicals, Paint Thinners, Oil, Lubricants, Wood Preservative, Chlorine Bleach, Drain Openers, Glues, Swimming Pool Chemicals, Rust Removers, Industrial Cleaners, Household Cleaners, and like chemicals and substances.

14. INSPECTION BY THE AUTHORITY: The Authority, by and through its officers, employees or agents, shall have the right to enter upon the Premises at all reasonable times during the term of this agreement for the purpose of inspecting the Premises, in case of emergency, or pursuant to a court order, upon providing

Lessee with reasonable advance notice, whenever practicable. Further, Lessee shall be solely responsible for all actions, legal and physical, to gain entry into the Premises.

15. PERSONAL PROPERTY LEFT ON PREMISES: Upon termination of this Agreement, the Authority shall have the right, **WITHOUT NOTICE**, to sell, destroy or otherwise dispose of any personal property left on the Premises fifteen (15) days after the date the Premises was abandoned or vacated. Lessee shall be solely responsible for any personal property sold, destroyed or otherwise disposed regardless of cause upon termination of this Agreement.

16. DEFAULT: If any rent shall be due or unpaid, or if default shall be made in any of the provisions otherwise contained in this agreement on the part of Lessee or any occupant of the Premises, the Authority may exercise any and all remedies provided by law or equity by reason of such default, including the right, at Authority's option, of terminating this Lease Agreement. Each and all of the remedies of the Authority shall be construed as cumulative and no one of them as exclusive of the other or as exclusive of any remedy provided by law or equity.

17. UTILITIES AND TAXES: Lessee shall pay promptly for all utilities and services to the Premises. Lessee shall be responsible for the installation of any utilities required for the use of the Premises, and all utility accounts shall be placed in the name of the Lessee.

18. DAMAGE BY FIRE: In the event the Premises are destroyed or so damaged by fire or other casualty or act of God as to be rendered uninhabitable, then this Agreement shall terminate, and any advance or unearned rent that may have at such time been paid will be refunded to the Lessee on a pro rata basis.

19. ASSIGNMENT AND SUBLETTING: Lessee may not rent the Premises, except for the designated horticulture activities specified in the development plan approved by the City Manager and Community Development Director pursuant to Section 5 herein.

20. WAIVER: The failure or omission of the Authority to terminate this tenancy for any violation of any of its terms, conditions or covenants, shall not be deemed to be a consent by the Authority to such violation and shall not bar, stop or prevent the Authority from terminating this Agreement thereafter, either for such or for any subsequent violation of any such term condition or covenant. The

acceptance of rent under this Agreement shall not be or be construed to be a waiver of any breach of any term covenant or condition of this Agreement. Nothing contained in this Agreement shall be construed as limiting the Authority from performing all acts required by the Authority in connection with the maintenance and/or security of the Premises.

21. ANTI-DISCRIMINATION: Lessee agrees that this Agreement is made and accepted on and subject to the following conditions: That there will be no discrimination against or segregation of any person or group of persons, on account of race, color, sex, age, handicap, marital status, sexual orientation, religion, national origin or ancestry in the use, occupancy, tenure or enjoyment of the Premises, nor will Lessee or any person claiming under or through it establish or permit any practice or practices of discrimination or segregation with reference to the Premises.

22. INDEMNITY AND INSURANCE BY LESSEE: Lessee agrees to defend, protect, save and keep the Authority forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinance, whether occasioned by the neglect of Lessee or those holding under Lessee. Lessee will at all times defend, protect, indemnify and save and keep harmless the Authority against and from all claims, loss, cost, damage or expenses, including attorney's fees, arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever or whatsoever and will defend, protect indemnify and save and keep harmless the Authority against and from any and all claims, loss, cost, damage or expense related to any failure of Lessee in any respect to comply with and perform all the requirements and provisions of this Agreement.

Further, prior to the beginning of and throughout the duration of the Agreement, Lessee will maintain insurance in conformance with the requirements set forth below. Lessee will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth below, Lessee agrees to amend, supplement or endorse the existing coverage to do so. Lessee acknowledges and agrees that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Authority in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to Authority.

Lessee shall provide the following types and amounts of insurance:

- a. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000.00 per occurrence.
- b. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000.00 per accident. If Lessee owns no vehicle, this requirement may be satisfied by a non-owned auto-endorsement to the general liability policy described above. If Lessee or Lessee's employees will use personal autos in any way on this project, Lessee shall provide evidence of personal auto liability coverage for each person.
- c. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident or disease.
- d. Professional Liability Errors and Omissions insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Lessee and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than \$1,000,000.00 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with A.M. Bests rating or better and a minimum financial size VII.

General conditions pertaining to provisions of insurance coverage by Lessee. Lessee and Authority agree to the following with respect to insurance provided by Lessee:

- a. Lessee agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds, Authority, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an addition prior to 1992. Lessee also agrees to require all contractors, and subcontractors to do likewise.

No liability insurance coverage provided to comply with this Agreement shall prohibit Lessee or Lessee's employees, or agents, from waiving the right of subrogation prior to a loss. Lessee agrees to waive subrogation rights against Authority regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

- b. All insurance coverage and limits provided by Lessee and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the Authority and its operations limits the application of such insurance coverage.

None of the insurance coverage required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to Authority and approved of in writing.

- c. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
- d. All coverage types and limits required are subject to approval, modification and additional requirements by the Authority, as the Authority need arises. Lessee shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect Authority's protection without Authority's prior written consent.
- e. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverage required and an

additional insured endorsement to Lessee's general liability policy shall be delivered to Authority at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is cancelled at any time and no replacement coverage is provided, Authority has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium paid by Authority shall be promptly paid by Lessee or deducted sums due to Lessee, at Authority's option.

- f. Certificate(s) are to reflect that the insurer will provide 30 days notice to Authority of any cancellation of coverage. Lessee agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- g. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Lessee or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the Authority.
- h. Lessee agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Lessee, provide the same minimum insurance coverage required of Lessee. Lessee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Lessee agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to Authority for review.
- i. Lessee agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to Authority. If Lessee's existing coverage includes a deductible or self-insured retention, the deductible or self-

insured retention must be declared to the Authority. At that time the Authority shall review options with the Lessee, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

- j. The Authority reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Lessee ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Lessee, the Authority will negotiate additional compensation proportional to the increased benefit to Authority.
- k. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
- l. Lessee acknowledges and agrees that any actual or alleged failure on the part of Authority to inform Lessee of non-compliance with any insurance requirement in no way imposes any additional obligations on Authority nor does it waive any rights hereunder in this or any other regard.
- m. Lessee will renew the required coverage annually as long as Authority, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until Authority executes a written statement to that effect.
- n. Lessee shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Lessee's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to Authority within five days of the expiration of coverage.

- o. The provisions of any workers' compensation or similar act will not limit the obligations of Lessee under this Agreement. Lessee expressly agrees not to use any statutory immunity defenses under such laws with respect to Authority, its employees, officials and agents.
- p. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- q. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
- r. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
- s. Lessee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge Authority or Lessee for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to Authority. It is not the intent of Authority to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against Authority for payment of premiums or other amounts with respect thereto.
- t. Lessee agrees to provide immediate notice to Authority of any claim or loss against Lessee arising out of the work performed under this Agreement. Authority assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Authority.

24. OFFSET: In the event the Authority is required, following the vacation or abandonment of the Premises, to remediate any Hazardous materials pursuant to paragraph 13 hereof, or to remove any personal property or trash or debris from the Premises, then the Authority may offset such amounts as the Authority may

actually incur in performing such actions from any amounts that the Authority may otherwise be required to pay Lessee, including, without limitation, any security deposit or any other amounts to which Lessee may otherwise be entitled.

26. APPLICABLE LAW: The laws of the State of California shall govern the interpretation and enforcement of this Agreement. The parties consent to the jurisdiction of the California Courts with venue in Orange County.

27. ATTORNEY'S FEES: In the event either party commences an Action against the other party which arises out of a default of, breach of, failure to perform, or that is otherwise related to, this Agreement, then the Prevailing Party (as defined herein) in the Action shall be entitled to recover its Litigation Expenses (as defined herein) from the other party in addition to whatever other relief to which the prevailing party may be entitled. For purposes of this section, "Litigation Expenses" includes all Attorneys' Fees, Costs and Expenses, to the extent such are reasonable in amount, that are actually and necessarily incurred in good faith by the Prevailing Party directly related to the Action. For the purposes of this section, "Prevailing Party" shall have the meaning ascribed in § 1032(a)(4) of the California Code of Civil Procedure.

28. RECITALS AND DEFINITIONS: The Recitals and Definitions set forth at the beginning of this Agreement are a substantive and integral part of this Agreement and are incorporated by reference in the Operative Provisions portion of this Agreement.

29. SEVERABILITY: Each provision, term, condition, covenant, and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and/or restriction in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant, and/or restriction, of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

30. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement is the entire Agreement between the parties with respect to the subject matter of this Agreement. It supersedes all prior agreements and understandings, whether oral or written, between the parties. Any modification or amendment with respect to

any provision of this Agreement shall be set forth in writing and duly executed by or on behalf of the party to be bound thereby.

31. ADMINISTRATION: Both parties hereby acknowledge and agree that it is vested with the authority to enter into this Agreement on behalf of Lessor or Lessee.

32. NOTICES: Formal notices, demands and communications between the parties shall be given in writing and personally served or dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the parties, as designated in this Agreement, or faxed to the fax number listed herein followed by dispatch as above described. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this section. Any such notice shall be deemed to have been received upon the date personal service is effected, if given by personal service, or upon the expiration of two (2) business days after mailing, if given by certified mail, return receipt requested, postage prepaid or by facsimile transmission. Notices shall be directed to the persons and places noted at the beginning of this Agreement.

33. COUNTERPART ORIGINALS: This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

Entered into this ____ day of _____, 2015, at Stanton, California.

Lessee

Lessee

Lessee

Lessee

STANTON HOUSING AUTHORITY

James A. Box
Executive Director

Attachment A
Conditions of Use of the Premises

1. The City of Stanton Housing Authority shall not be held liable for any items that are damaged or stolen from the premises.
2. There shall be no sale of any vegetation grown from the horticulture activities from the property without obtaining prior written consent from the Lessor.
3. Plants that are considered invasive species, including but not limited to, sugar cane and bamboo, shall not be planted in the horticulture activities.
4. Hours for entry to the community park with horticulture activities shall be restricted from sunrise to sunset each day.
5. All ADA accessibility requirements per the California Building Code shall be observed.
6. Prior to the community park with horticulture activities being made available to the public, the Lessee shall provide the rules and regulations for the use of the horticulture activities to the City Manager and Community Development Director for review and approval.
7. The Lessee shall identify the system in which the horticulture activities will be made available to the public. The horticulture activities shall be made available to residents of the City of Stanton, and may only provide access to the horticulture activities to residents of other cities, once all interested Stanton residents have been considered.
8. The Lessee shall provide a plan to identify how the existing water well on the Premises is to be secured to the City Manager and Community Development Director for approval.
9. There shall be no overnight parking permitted on the Premises. No Overnight Parking signs, and No Trespassing signs shall be installed on the Premises with proper code references to allow for the towing of the vehicles.
10. The Lessee shall enter into a contract with a towing company to provide towing services to the site. The contract shall stipulate that the City is permitted to call for towing services on the Premises. The contact information for the contracted towing company shall be provided to the Community Development Director.

11. Composting may only be permitted in the southwest corner of the property. Based on substantiated complaints from surrounding businesses and residents, the City Manager or Community Development Director may further restrict the location and size of the compost area, or require the removal of the composting use from the Premises.
12. The Lessee shall contract with the local waste collection purveyor to obtain trash pick-up services on-Premises.
13. The Premises shall remain free and clear of trash and debris.
14. Based on substantiated complaints from surrounding businesses and residents, the City Manager or Community Development Director may further restrict use of the Premises.
15. The City Manager and Community Development Director shall be provided with the key or access code to enter the Premises when locked.
16. A Knox Box should be installed to allow OCSD and OCFA access to the Premises.

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: April 14, 2015

SUBJECT: **LEGISLATIVE ADVOCACY: OPPOSE ASSEMBLY BILL 1217 (DALY)**

REPORT IN BRIEF:

AB 1217 (Daly) would revise the make-up of the Orange County Fire Authority (OCFA) by requiring that the Board of Directors consist of 13 members: 10 representing cities and 3 members of the County Board of Supervisors. Currently each City selects a member of their City Council to serve on the Board. OCFA is organized under a locally adopted joint powers authority and AB 1217 would impair that agreement by imposing a State legislative change on the local JPA.

RECOMMENDED ACTION:

1. City Council oppose AB 1217; and
2. Authorize the City's representative to the OCFA Board of Directors to communicate opposition to AB 1217 to that Board; and
3. Authorize the Mayor to communicate the City position on the bill as appropriate.

BACKGROUND:

Under the Joint Powers Agreement that created the Orange County Fire Authority (OCFA), each member city selects a representative to sit on the Board of Directors of the organization. Assembly Bill 1217 (Daly) would revise the make-up of the Orange County Fire Authority (OCFA) and require the Board of Directors to consist of 13 members: 10 representing cities and 3 members of the County Board of Supervisors.

ANALYSIS/JUSTIFICATION:

OCFA is organized under a locally adopted joint powers authority. AB 1217 would impair that agreement by imposing a State legislative change on the local JPA. The most likely result of a lower number of Board members would be less representation for smaller communities such as Stanton. While the argument of supporters is that the new structure is the same as that in place for the Orange County Transportation Authority,

the provision of fire, rescue and emergency services to local communities is substantially different than the provision of transportation planning and transit services. Even absent this substantive difference, it is a violation of local control for the State Legislature to impose a structure on a local joint powers agency different from that which they have chosen for themselves.

The Association of California Cities-Orange County and League of California Cities have not taken a position on this bill as of this time, however it is on the agenda for an upcoming League meeting. The OCFA has asked for input from individual cities prior to taking the bill to their Board for a position. Several Orange County cities will therefore be taking up the issue in the coming weeks to provide that feedback to the Board.

FISCAL IMPACT:

None

ENVIRONMENTAL IMPACT:

Not applicable.

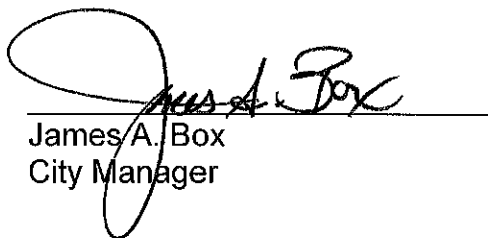
PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN COMPONENT ADDRESSED:

Maintain and promote a responsive, high quality and transparent government.

Approved by:



James A. Box
City Manager

Attachment: AB1217

BILL NUMBER: AB 1217 INTRODUCED
BILL TEXT

INTRODUCED BY Assembly Member Daly

FEBRUARY 27, 2015

An act to add Section 6538 to the Government Code, relating to joint powers.

LEGISLATIVE COUNSEL'S DIGEST

AB 1217, as introduced, Daly. Orange County Fire Authority.

Existing law authorizes 2 or more public agencies, by agreement, to form a joint powers authority to exercise any power common to the contracting parties, as specified. Existing law authorizes the agreement to set forth the manner by which the joint powers authority will be governed. Existing law authorizes the board of supervisors of any county to contract with any local agency within the county or with the state for services relating to the prevention and suppression of fires.

This bill would, as of January 1, 2018, require the Board of Directors of the Orange County Fire Authority, a joint powers agency, to consist of 13 members, each serving a term of 2 years. The bill would create the Orange County Fire Authority City Selection Committee to select 10 of those board members from cities that contract with the authority for fire protection services, as specified. The bill would additionally require 3 of the members of the Board of Directors of the Orange County Fire Authority to be members of the board of supervisors of the County of Orange.

This bill would make legislative findings and declarations as to the necessity of a special statute for the Orange County Fire Authority.

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 6538 is added to the Government Code, to read:

6538. (a) Notwithstanding any other law and notwithstanding the provisions of the joint powers agreement governing the Orange County Fire Authority, on and after January 1, 2018, the Board of Directors of the Orange County Fire Authority shall be composed of 13 members, as follows:

(1) (A) (i) One member from each of the five supervisorial districts of the County of Orange, elected by the Orange County Fire Authority City Selection Committee on a population weighted voting basis.

(ii) One member from each of the five supervisorial districts of the County of Orange, elected by the Orange County Fire Authority City Selection Committee on a "one city, one vote" basis.

(B) A city that is within more than one supervisorial district shall be considered part of the district where the highest percentage of the city's population resides. Under this circumstance, the entire city's population shall be used for population-weighted voting

purposes.

(C) Members elected pursuant to this paragraph shall be a mayor or a city council member of a city within the County of Orange, and shall serve for a term of two years. A member elected pursuant to this paragraph whose term on the city council or as mayor ends shall also cease to serve as a member of the board.

(D) The Orange County Fire Authority City Selection Committee shall consist of either the mayor or a member of the city council of each city that contracts with the Orange County Fire Authority for fire protection services.

(2) Three members of the board of supervisors of the County of Orange, selected by the board of supervisors, to serve a term of two years.

(b) Any member of the board serving as of the effective date of this section shall continue to serve until January 1, 2018, or until the expiration of his or her term, whichever is sooner.

SEC. 2. The Legislature finds and declares that a special law is necessary and that a general law cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the challenges faced as a result of the current governance structure of the Orange County Fire Authority.