



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, JULY 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, JULY 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](http://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.*

**4. CLOSED SESSION**

**4A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
(Pursuant to Government Code Section 54956.9(a))**

Musa Madain vs. City of Stanton, Orange County Superior Court Case Number: 30-2012-00582698 (Consolidated with OCSC Case No. 30-2009-00119013)

**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. Walter L. Hughes as Veteran of the Month for the month of July 2015.
2. Presentation by the Public Cable Television Authority (PCTA); sharing with the City Council information regarding the PCTA being honored and taking first place in the Best Talk Show category at the 19<sup>th</sup> Annual Star Awards for the produced program "Reflections of Former Mayors".

**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.

- 9B. APPROVAL OF WARRANTS**

City Council approve demand warrants dated June 18, June 25, July 2, and July 14, 2015, in the amount of \$1,699,785.38.

- 9C. APPROVAL OF MINUTES**

City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – June 23, 2015.

- 9D. STANTON CENTRAL PARK – APPROVAL OF SCOPE INCREASE TO CIVILSOURCE FOR SPECIAL DEPUTY INSPECTIONS AND MATERIALS TESTING SERVICES**

Staff recommends a scope increase to Civilsource for special deputy inspections and materials testing services during the construction of Stanton Central Park.

**RECOMMENDED ACTION:**

1. City Council declare that the award of contract is consistent with the Initial Study/Mitigated Negative Declaration, previously reviewed and adopted for the project on June 23, 2013; and
2. Approve a First Amendment to the Agreement for Construction Management and Inspection services between the City and Civilsource to expand the scope of work and increase the fee to Civilsource for special deputy inspections and materials testing services for the Stanton Central Park Project in the amount of \$46,370; and
3. Authorize the City Manager to execute the First Amendment to Agreement for Construction Management and Inspection Services Pertaining to the Construction of Stanton Central Park.

CC/SA/SHA AGENDA – Joint Regular Meeting – July 14, 2015 - Page 3

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.

**9E. APPROVAL OF AGREEMENT BETWEEN THE CITY OF STANTON AND TRAUMA INTERVENTION PROGRAMS, INC. (TIP)**

The group Trauma Intervention Programs, Inc. (TIP) provides counseling and support services to victims of traumatic incidents, such as a death in the family, witnessed violence or catastrophe, and family violence. TIP has a guaranteed 20-minute response time, 24 hours a day, every day of the year. Due to the varying types of situations in which their services are needed, they maintain a staff of volunteer counselors of all ages from teens to seniors, as well as bilingual personnel.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the one year agreement with Trauma Intervention Programs, Inc.; and
3. Authorize the Mayor to execute the Agreement on the City's behalf.

**9F. THIRD AMENDMENT TO ORANGE COUNTY FIRE AUTHORITY (OCFA) JOINT POWERS AUTHORITY AGREEMENT**

This agenda item is submitted to request approval of the Orange County Fire Authority's Third Amendment to the Amended Joint Powers Authority Agreement to eliminate alternate directors.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Adopt Resolution No. 2015-26 approving the Third Amendment to the Amended Orange County Fire Authority JPA Agreement and authorizing execution of the Amendment; and
3. Authorize the Mayor to execute the Agreement on the City's behalf.

**9G. AMENDMENT TO MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS AS REPRESENTATIVES TO VARIOUS BOARDS, COMMISSIONS, COMMITTEES AND AGENCIES**

Traditionally, Council Members have been appointed by the Mayor to serve on numerous outside committees, boards, commissions and agencies. Each appointee is responsible for representing the City and voting on behalf of the City Council. The Mayor has conducted a review of the current listing and has added the Legislative Affairs Committee of West Orange County (LACWOC) and has appointed a delegate and alternate to serve on this committee.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Confirm the Mayor's appointments to the Legislative Affairs Committee of West Orange County (LACWOC).

**END OF CONSENT CALENDAR**

**10. PUBLIC HEARINGS      None.**

**11. UNFINISHED BUSINESS**

**11A. APPROVAL OF ORDINANCE NO. 1035**

This Ordinance was introduced at the regular City Council meeting of June 23, 2015.

**RECOMMENDED ACTION:**

1. City Clerk read the title of Ordinance No. 1035, entitled:

**“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING A USER FEE UNIT RATE FOR SEWER SERVICES”; and**

2. Declare that the proposed ordinance is exempt from the California Environmental Quality Act (“CEQA”) review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273; and
3. Adopt Ordinance No. 1035.

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

## **12. NEW BUSINESS**

### **12A. AUTHORIZATION FOR COUNCIL MEMBER SHAWVER, COUNCIL MEMBER WARREN, AND MAYOR ETHANS TO ATTEND THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE**

Pursuant to the City of Stanton Travel and Reimbursement policy, a Council Member must receive City Council approval prior to a trip, if the trip will exceed \$500.00.

#### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve Council Member Shawver, Council Member Warren, and Mayor Ethans to attend the League of California Cities annual conference in San Jose, September 30-October 2, 2015; and
3. Designate a voting delegate, voting delegate alternate, and if needed a second voting delegate alternate.

### **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.

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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.

**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. ASSEMBLY BILL 1217 (DALY)**

At the June 23, 2015 City Council meeting, Council Member Shawver requested that this item be agenized for discussion.

**RECOMMENDED ACTION:**

City Council provide direction to staff.

**15E. ANIMAL CONTROL SERVICE - IN HOUSE SERVICE PROVIDED BY THE CITY**

At the June 23, 2015 City Council meeting, Council Member Shawver requested that this item be agenized for discussion.

**RECOMMENDED ACTION:**

City Council provide direction to staff.

**15F. VILLAGE CENTER DEVELOPMENT OPPORTUNITIES**

At the June 23, 2015 City Council meeting, Council Member Shawver requested that this item be agenized for discussion.

**RECOMMENDED ACTION:**

City Council provide direction to staff.

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

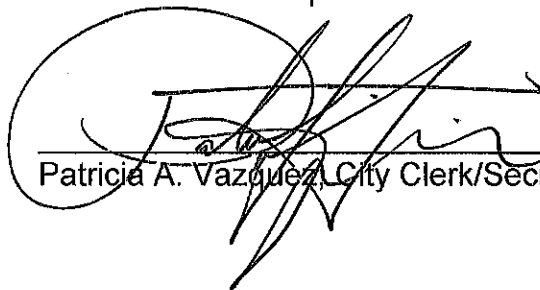
**17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

**17A. ORANGE COUNTY FIRE AUTHORITY**

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

**18. ADJOURNMENT**

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



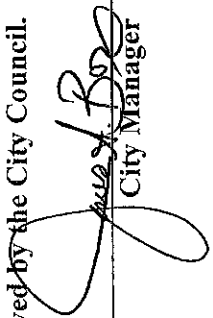
Patricia A. Vazquez City Clerk/Secretary

**CITY OF STANTON  
ACCOUNTS PAYABLE REGISTER**

June 18, 2015	\$168,802.40
June 25, 2015	\$162,506.05
July 2, 2015	\$99,354.66
July 14, 2015	\$1,269,122.27

\$1,699,785.38
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Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.

  
City Manager

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

  
Administrative Services Director

# DRAFT

## MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY OF THE CITY OF STANTON REGULAR JOINT MEETING JUNE 23, 2015

### 1. CALL TO ORDER / CLOSED SESSION

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

### 2. ROLL CALL

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

Absent: None.

Excused: Council Member Warren.

### 3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

### 4. CLOSED SESSION

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

#### 4A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Government Code Section 54956.9(a))

Planet Aid vs. City of Stanton Civil Action Number: 8:15-cv-00634-CJC-AS

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

Number of Potential Cases: 1

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

The meetings were called to order at 6:33 p.m. by Mayor/Chairman Ethans.

## **DRAFT**

### **6. ROLL CALL**

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

Absent: None.

Excused: Agency/Authority Member Warren.

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

The City Attorney reported that there was no reportable action.

### **7. PLEDGE OF ALLEGIANCE**

Led by Edith Keller, Parks and Recreation Commissioner.

### **8. SPECIAL PRESENTATIONS AND AWARDS**

1. Presentation by Maya Dunne, Maya Dunne and Associates, sharing their mission with the City Council and provided information regarding the Green Planning Academy.
  - Presentation of Certificates of Recognition to Green Planning Academy graduates.
2. Mayor Ethans proclaimed the month of July 2015 to be Parks and Recreation Month and presented a proclamation to the Stanton Parks and Recreation Commission; and
3. Presentation by Soo Kim and Julie S. Roman, Parks and Recreation Department; sharing their mission with the City Council and providing information on current summer programming.
  - Jamie Clements, Coordinator of Special Services, Savanna School District, spoke regarding the programs offered in her district and the benefits of those programs to their students and staff.

## **DRAFT**

### **9. CONSENT CALENDAR**

Mayor Pro Tem Donahue pulled item 9I from the Consent Calendar for separate discussion.

Council Member Shawver pulled items 9G and 9H from the Consent Calendar for separate discussion.

Motion/Second: Donahue/Ramirez

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

Council Member Shawver abstained on Minutes of June 9, 2015 (Special) and June 9, 2015 (Regular Joint Meeting).

AYES: 4 (Donahue, Ethans, Ramirez and Shawver)

NOES: None

ABSTAIN: 1 (Shawver on Minutes of June 9, 2015 (Special) and June 9, 2015 (Regular).

ABSENT: 1 (Warren)

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

### **CONSENT CALENDAR**

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

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

#### **9B. APPROVAL OF WARRANTS**

The City Council approved demand warrants dated June 4, June 11, and June 23, 2015, in the amount of \$1,054,452.84.

## **DRAFT**

### **9C. APPROVAL OF MINUTES**

1. The City Council approved Minutes of Special Meeting – June 9, 2015; and
2. The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – June 9, 2015; and
3. The City Council approved Minutes of Special Meeting – June 16, 2015.

### **9D. MAY 2015 INVESTMENT REPORT**

The Investment Report as of May 31, 2015 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of May 2015.

### **9E. MAY 2015 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of May 31, 2015 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Successor Agency Board finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receives and files the Investment Report for the month of May 2015.

## **DRAFT**

### **9F. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING FINAL TRACT MAP NO. 17764 AND SUBDIVISION AGREEMENT**

The final tract map for the development located at 7172, 7192, and 7232 Kermore Lane has been completed and reviewed by all required departments and agencies. This final tract map is in compliance with the City's General Plan and zoning land use designations.

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15268(b)(3) Ministerial Projects; and
2. Adopted Resolution No. 2015-21, approving Final Tract Map No. 17764; and
3. Finds that the recordation of Tract Map No. 17764 will not be in violation of any of the provisions of Section 66474, 66474.1, and 66474.2 of the Subdivision Map Act; and
4. Finds that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan required by Article 5 (commencing with Section 65300) of Chapter 3 of Division 1 of the Government Code, and any specific plan adopted pursuant to Article 8 (commencing with Section 65450) of Chapter 3 of Division 1 of the Government Code; and
5. Directed the City Clerk to endorse on the face of the map of Tract Map No. 17764, the certificate which embodies the approval of said map, and submit the map to the County Recorder of Orange County for recording; and
6. Authorized the Mayor to execute the attached Subdivision Improvement Agreement for Tract No. 17764.

**END OF CONSENT CALENDAR**

## **DRAFT**

### **9G. STANTON CENTRAL PARK – APPROVAL OF SCOPE INCREASE TO DAVID VOLZ DESIGN FOR CONSTRUCTION PERIOD SERVICES**

Staff recommends a scope increase to David Volz Design for construction period services during the bidding and construction of Stanton Central Park.

Motion/Second: Shawver/Donahue

Motion unanimously carried by the following vote:

AYES: 4 (Donahue, Ethans, Ramirez, and Shawver)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

1. The City Council declared that the award of contract is consistent with the Initial Study/Mitigated Negative Declaration, previously reviewed and adopted for the project on June 23, 2013; and
2. Approved a Second Amendment to the Agreement for design consultant services between the City and David Volz Design to extend the term, expand the scope of work, and increase the fee to David Volz Design for construction period services for the Stanton Central Park Project in the amount of \$154,753; and
3. Authorized the City Manager to execute the Second Amendment to Agreement for Design Consultant Services Pertaining to the Design and Construction of Stanton Central Park.

## **DRAFT**

### **9H. RENEWAL OF CONTRACT TO JOHN L. HUNTER AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL CONSULTING SERVICES RELATED TO NPDES AND FOG PROGRAMS**

The City maintains several environmental programs including the National Pollutant Discharge Elimination System (NPDES) and Fats, Oils, & Grease (FOG). These programs are effective in controlling pollution, but are also mandated by the state environmental agency and the Santa Ana Regional Water Quality Control Board (SARWQCB). In an attempt to keep staffing at a minimum, the City of Stanton has brought onboard assistance from a highly specialized consultant familiar with these programs. A contract was awarded to John L. Hunter and Associates, Inc. at the October 23, 2007 Council meeting to provide these services. The firm was chosen through a Qualifications Based Selection process in which they were found to be the best-qualified firm to provide these services. A renewal to the contract was approved on June 24, 2012 for three years. It is recommended that the contract be renewed for three additional years.

Motion/Second: Shawver/Ramirez

Motion unanimously carried by the following vote:

AYES: 4 (Donahue, Ethans, Ramirez, and Shawver)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) – Organizational or administrative activities of governments that will not result in direct or indirect physical change in the environment; and
2. Approved a contract renewal to the firm of John L. Hunter and Associates, Inc. for NPDES & FOG services for a 3 year period for the maximum contract sum of \$114,565 annually.

## DRAFT

### 9I. FY 2015-16 INVESTMENT POLICY

The Investment Policy for the City of Stanton provides guidelines for the prudent investment of City funds and outlines the procedures for efficient cash management. This policy is updated annually to incorporate any needed provisions or amendments necessitated by changes in state law or City investment philosophy, after which it is reviewed by the City Council. The current policy is identical to the revised FY 2014-15 policy adopted in November 2014.

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

AYES: 4 (Donahue, Ethans, Ramirez, and Shawver)  
NOES: None  
ABSTAIN: None  
ABSENT: 1 (Warren)

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approved the FY 2015-16 Investment Policy as presented and amended with the following change:

Investment Policy Section 6.211:

*"Collateralized Bank Deposits such as a passbook savings account, money market account or other demand deposits in state or federally chartered banks, savings and loans, or credit unions in excess of insured amounts which are fully collateralized in accordance with California law, provided that:*

- *The maximum maturity does not exceed five years."*

## **DRAFT**

### **10. PUBLIC HEARINGS**

#### **10A. PERMIT PARKING CONSIDERATION FOR A PORTION OF YANA DRIVE FROM CHANTICLEER DRIVE TO THE ALLEYWAY JUST SOUTH OF 10451 YANA DRIVE AND THE HARRIET LANE AND LULLABY LANES CUL-DE-SACS EAST OF YANA DRIVE**

The City has received a petition to establish permit parking area for a portion of Yana Drive from Chanticleer Drive to the north to the alleyway just south of 10451 Yana Drive. The proposed permit parking area also includes the Harriet and Lullaby Lane cul-de-sacs east of Yana Drive. The petition is submitted for City Council consideration.

The public hearing was opened.

1. Victor Barrios, resident, spoke in favor of the permit parking program and requested that in the future the City research the possibility of expanding the program into his neighborhood.
2. Lullaby Lane Resident, spoke in favor of the permit parking program.

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

Motion/Second: Ramirez/Shawver

Motion unanimously carried by the following vote:

AYES: 4 (Donahue, Ethans, Ramirez, and Shawver)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

1. The City Council conducted a public hearing; and
2. Declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
3. Adopted Resolution No. 2015-22 establishing 24-hour permit parking area for a portion of Yana Drive from Chanticleer Drive to the alleyway just south of 10451 Yana Drive and the Harriet and Lullaby Lane cul-de-sacs east of Yana Drive.

## **DRAFT**

### **10B. PUBLIC HEARING -- INTRODUCTION OF ORDINANCE ESTABLISHING A SEWER USER FEE UNIT RATE FOR SEWER SERVICES**

On March 1, 1988, the City of Stanton assumed operation and maintenance of sanitary sewer system improvements within its jurisdictional boundary under Orange County Reorganization No. 88. In order to provide sufficient revenue for the operation of the Stanton Sewer Department the City Council must annually adopt an ordinance to establish a user fee rate for sewer services for each fiscal year.

The public hearing was opened.

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

Motion/Second: Donahue/Ramirez

Motion unanimously carried by the following vote:

AYES: 4 (Donahue, Ethans, Ramirez, and Shawver)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

1. The City Council declared that the proposed ordinance is exempt from the California Environmental Quality Act ("CEQA") review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273; and
2. Conducted a public hearing to receive public comment regarding the two percent reduction of the fiscal year 2014-2015 Sewer User Fee unit rate until such time as the sewer rates are otherwise revised by a subsequent ordinance of the City Council; and
3. Approved the fiscal year 2015-2016 parcel list for levying of the annual Sewer User Fee unit rate (on file in the City Clerk's office); and
4. Introduced Ordinance No. 1035 and set said ordinance for adoption at the regular City Council meeting of July 14, 2015.

## **DRAFT**

### **10C. A PUBLIC HEARING TO CONSIDER TWO ALTERNATIVE INTERIM URGENCY ORDINANCES WHICH WOULD EITHER PROHIBIT THE ESTABLISHMENT OF ADULT-ORIENTED FOOD AND BEVERAGE ESTABLISHMENTS PENDING STUDY AND ADOPTION OF REGULATORY AND ZONING STANDARDS OR TEMPORARILY REQUIRE A CONDITIONAL USE PERMIT FOR THE ESTABLISHMENT OF COFFEE SHOPS, TEA HOUSES, JUICE BARS, AND OTHER BEVERAGE ESTABLISHMENTS IN THE CITY**

Due to numerous issues reported by local jurisdictions regarding adult-oriented food and beverage establishments, the City Council is asked to consider interim urgency ordinances to either prohibit the establishment of such businesses in the City to provide the City sufficient time to study the potential impacts and adopt appropriate regulatory and zoning standards or to require such business to obtain a Conditional Use Permit prior to operation.

The public hearing was opened.

Adam Ontiveros, resident, spoke in favor of prohibiting the listed types of establishments from the City.

Victor Barrios, resident, spoke in favor of prohibiting the listed types of establishments from the City.

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

Motion/Second: Donahue/Ramirez

Motion unanimously carried by the following vote:

AYES: 4 (Donahue, Ethans, Ramirez, and Shawver)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

1. The City Council conducted a public hearing; and
2. Tabled this item as presented; and
3. Directed staff to bring this item back before the City Council for consideration once further research has been conducted.

## **DRAFT**

11. **UNFINISHED BUSINESS** None.

12. **NEW BUSINESS**

**12A. FY 2015-2017 BUDGET ADOPTION FOR THE CITY OF STANTON AND STANTON HOUSING AUTHORITY**

On June 9, 2015 City Council was presented the City Manager's Proposed Fiscal Year 2015-2017 Two-Year Budget. The balanced budget includes \$28.2 million in revenues, \$22.7 million in appropriations, a capital budget of \$14.5 million and transfers in of \$6.5 million for FY 2015-16, with \$18.6 million in revenues, \$18.6 million in appropriations and \$0.5 million in net transfers in for the General Fund in FY 15/16.

Motion/Second: Donahue/Shawver

Motion unanimously carried by the following vote:

AYES: 4 (Donahue, Ethans, Ramirez, and Shawver)

NOES: None

ABSTAIN: None

ABSENT: 1 (Warren)

1. City Council/Housing Authority Board find that these items are not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(4) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly); and
2. Adopt Resolution No. 2015-23 authorizing the City Treasurer safekeeping and investment authority; and
3. Adopt Resolution No. 2015-24 establishing the Appropriations Limit for Fiscal Year 2015-16; and
4. Adopt Resolution No. SHA 2015-01 adopting the Fiscal Year 2015-2017 Housing Authority Budget; and
5. Adopt Resolution No. 2015-25 adopting the Fiscal Year 2015-2017 Operating and Capital Budget.

## **DRAFT**

### **13. ORAL COMMUNICATIONS – PUBLIC**

- Daniel Park, representing Shema Presbyterian Church, spoke in regards to the construction of Stanton Central Park and requested that the City Council grant his church an extension, so that they may stay on the City's premises until they are able to locate a suitable location.
- Phil Anh, spoke in regards to the construction of Stanton Central Park and requested that the City Council grant his church an extension, so that they may stay on the City's premises until they are able to locate a suitable location.

### **14. WRITTEN COMMUNICATIONS**                      None.

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

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

None.

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

Council Member Shawver requested to agendize the following items:

- Discussion regarding Assembly Bill 1217 (DALY).
- Discussion regarding Animal Control Service – in house service provided by the City.
- Discussion regarding the Village Center and Development Opportunities.

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

None.

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

None.

## **DRAFT**

### **17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR**

- City Manager Box reported that "Save the Dates" have gone out for the celebration of the Stanton Central Park groundbreaking ceremony, which will be held on July 7, 2015 at 4:00 p.m. and encouraged all to attend.
- City Manager Box informed the Council that he would be out of the office from Thursday June 25<sup>th</sup> through Thursday July 2<sup>nd</sup>, and that Community Development Director Omar Dadabhoy will serve as Acting City Manager in his absence.

### **17A. ORANGE COUNTY SHERIFF'S DEPARTMENT**

Lieutenant Jim England provided the City Council with an update on their current operations.

### **18. ADJOURNMENT** Motion/Second: Ethans/ Motion carried at 8:15 p.m.

---

MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** July 14, 2015

**SUBJECT: STANTON CENTRAL PARK – APPROVAL OF SCOPE INCREASE TO CIVILSOURCE FOR SPECIAL DEPUTY INSPECTIONS AND MATERIALS TESTING SERVICES**

### **REPORT IN BRIEF:**

Staff recommends a scope increase to Civilsource for special deputy inspections and materials testing services during the construction of Stanton Central Park.

### **RECOMMENDED ACTION:**

1. City Council declare that the award of contract is consistent with the Initial Study/Mitigated Negative Declaration, previously reviewed and adopted for the project on June 23, 2013; and
2. Approve a First Amendment to the Agreement for Construction Management and Inspection services between the City and Civilsource to expand the scope of work and increase the fee to Civilsource for special deputy inspections and materials testing services for the Stanton Central Park Project in the amount of \$46,370; and
3. Authorize the City Manager to execute the First Amendment to Agreement for Construction Management and Inspection Services Pertaining to the Construction of Stanton Central Park.

### **ANALYSIS/JUSTIFICATION:**

On February 24, 2015 the City Council awarded a contract for Construction Management and Inspection Services to Civilsource for the construction of Stanton Central Park. The amount of the contract was \$297,080. Civilsource has participated in a constructability review, final bid preparation, contractor selection, and has managed the preconstruction meeting and submittal process very well.

It was anticipated in the initial budgeting and scoping of the project that additional services would be needed for special deputy inspections and materials testing services

during the construction of Stanton Central Park. These are done to assure the integrity of the materials and processes used during the construction of the project. Staff asked Civilsource to obtain quotes from qualified providers of these services to add to their contract and to be managed by Civilsource. The proposals and First Amendment to the contract with Civilsource are attached to this report.

**FISCAL IMPACT:**

Special Deputy Inspections and Materials Testing Services were preliminarily budgeted for \$100,000 within the budget scenarios presented to City Council. As such the money was budgeted and is available.

**ENVIRONMENTAL IMPACT:**

As required by the California Environmental Quality Act (CEQA), in June 2013 Resolution Nos. 2013-19 and SA 2013-05 were adopted, approving the Initial Study and Mitigated Negative Declaration in preparation for the construction of this project.

**LEGAL REVIEW:**

The City Attorney has reviewed the contract amendment.

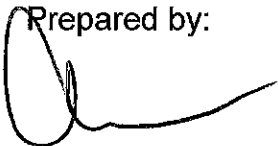
**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

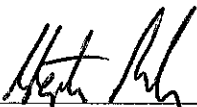
3.4 – Complete the design and construct the new 12 acre Stanton Central Park.

Prepared by:



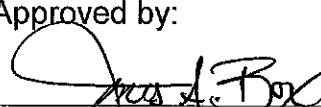
Allan Rigg, P.E.  
Director of Public Works

Concur:



Stephen Parker, CPA  
Administrative Services Director

Approved by:



James A. Box  
City Manager

**ATTACHMENT:**

- (1) First Amendment to Civilsource Contract
- (2) Summary of Proposals

## **CITY OF STANTON**

### **FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES PERTAINING TO THE CONSTRUCTION OF STANTON CENTRAL PARK**

#### **1. PARTIES AND DATE.**

This First Amendment to the Agreement for construction management and inspection services ("Second Amendment") is entered into on the 14<sup>th</sup> day of July 2015, by and between the City of Stanton (hereinafter referred to as the "City") and Civilsource (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

#### **2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for design consultant services pertaining to the design of Stanton Central Park, dated February 24, 2015 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement to expand the scope of services and increase the amount of compensation by \$46,370 to pay for an additional, expanded scope of services.

#### **3. TERMS.**

3.1 Term. The term set forth in Section 1 of the Agreement shall remain unchanged, unless earlier terminated as provided in the Agreement.

3.2 Services. The services set forth in Exhibit "A" of the Agreement are hereby amended to include the additional services as set forth in Exhibit "A", attached to this First Amendment and incorporated herein by reference.

3.3 Payment. The total compensation amount per the Agreement is hereby amended to an amount not to exceed Three Hundred Forty Three Thousand Four Hundred Fifty dollars (\$343,450) for work authorized by the City of Stanton, as set forth in this First Amendment.

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

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement for design consultant services on this 14<sup>th</sup> day of July 2015.

CITY OF STANTON

CIVILSOURCE

By:

\_\_\_\_\_  
James A. Box  
City Manager

By:

\_\_\_\_\_  
Amy Amirani  
Principal

Attest:

By:

\_\_\_\_\_  
Patricia A. Vazquez  
City Clerk

Approved As To Form:

\_\_\_\_\_  
Matthew E. Richardson, City Attorney

## Exhibit "A"



June 18, 2015

Ms. Stephanie Camorlinga  
City of Stanton  
Public Works Department  
7800 Katella Avenue  
Stanton, California 90680-3162

**Subject: Special Deputy Inspections and Materials Testing Services -  
Stanton Central Park Project**

Dear Ms. Camorlinga:

Thank you for the opportunity to present a proposal to provide Materials Testing and Special Deputy Inspections for the Central Park Project as requested. CivilSource sent out 3 request for proposals to the following firms, Twining Laboratories, Harrington Engineering and Willdan. The services requested included the following:

- All concrete work with compressions strengths greater than 2500 psi (excluding sidewalks and curb ramps)
- Rebar placement for all concrete work with compressions strengths greater than 2500 psi (excluding sidewalks and curb ramps)
- Continuous grout inspections
- All field welding including welding of rebar
- Masonry and retaining walls
- High Strength bolting
- All footings and footing reinforcing for all structures
- Periodic Inspections mortar/joints & structural connections etc.
- Slump tests and concrete cylinder compression testing for all concrete work with compressions strengths greater than 2500 psi (excluding sidewalks and curb ramps)
- Compaction testing for all on-site parking lot areas
- Slump tests and concrete cylinders compression testing for off-site signal pole footings
- Compaction testing for all offsite roadway work

Attached is a side by side comparison of these services for your review. Each firm was provided a set of plans and the preliminary geotechnical investigation report from which to develop their cost estimate.

CivilSource is recommending having Willdan provide these services. Their fee was very comprehensive and CivilSource has worked with Willdan on past projects with good results. Our proposed fee for these services is \$46,370 and is based on the estimated fee provided by Willdan and CivilSource's mark-up. CivilSource is confident that this team will provide the high level of service you should expect on this very important civic improvement.

On behalf of the CivilSource, Inc. team, we thank you for the opportunity to serve as an extension of the City of Stanton staff. We look forward to further discussions with you on these services and providing professional assistance on achieving your goals.

Should you have any questions or require additional information please contact Eric Charlonne at (714) 334-8388.

Sincerely,



Amy Amirani  
Principal

Attachments  
Comparison chart

# STANTON CENTRAL PARK

## Materials Testing & Deputy Inspection Cost Review

Description		Willdan			Twining			Harrington					
		Unit	Spec Unit	Qty	Total	Unit	Spec Unit	Qty	Unit	Spec Unit	Qty	Total	
Geotechnical Services													
Engineering Technician	Hr	\$80.00	60		\$4,800.00				Hr	\$98.00	155	\$15,190.00	
Field Vehicle Usage	Hr	\$5.00	60		\$300.00								
Project Engineer	Hr	\$165.00	8		\$1,320.00								
Maximum Dry Density	Ea	\$165.00	2		\$330.00				Ea	\$125.00	4	\$500.00	
Expansion Index	Ea	\$125.00	1		\$125.00								
AC Concrete Gradation/Stability									Ea	\$125.00	4	\$500.00	
Sand Equivalent	Ea	\$65.00	1		\$65.00								
Subtotal					\$6,940.00							\$16,190.00	
Concrete													
Concrete Inspection	Hr	\$80.00	80		\$6,400.00				Hr	\$98.00	148	\$14,504.00	
Epoxy Inspection	Hr	\$80.00	16		\$1,280.00								
Concrete Compression Test	Ea	\$20.00	40		\$800.00				Ea	\$30.00	40	\$1,200.00	
Non-Shrink Grout compression Test	Ea	\$20.00	6		\$120.00								
Pick-up Samples	Trip	\$45.00	10		\$450.00				Trip				
Subtotal					\$9,050.00							\$15,704.00	
Technical Services													
Torque Testing	Hr	\$90.00	8		\$720.00								
Pull Testing Dowels/Anchors	Hr	\$90.00	8		\$720.00				Hr	\$98.00	32	\$3,136.00	
Subtotal					\$1,440.00							\$3,136.00	
Masonry													
CMU Placement	Hr	\$80.00	120		\$9,600.00				Hr	\$98.00	182	\$17,836.00	
CMU Compression Test									Ea	\$50.00	4	\$200.00	
Mortar Compression Test	Ea	\$20.00	24		\$480.00				Ea	\$30.00	16	\$480.00	
Grout Compression Test	Ea	\$20.00	36		\$720.00				Ea	\$30.00	20	\$600.00	
CMU Grouted Prisms (Small)	Ea	\$125.00	3		\$375.00								
CMU Grouted Prisms (Large)	Ea	\$150.00	3		\$450.00								
Pick-up Samples	Trip	\$45.00	12		\$540.00								
Subtotal					\$12,165.00							\$19,116.00	
Structural Steel Welding/Bolting													
Field Weld Inspection	Hr	\$80.00	64		\$5,120.00				Hr	\$80.00	50	\$4,000.00	
Non-Destructive Testing	Hr	\$95.00	16		\$1,520.00								
Subtotal					\$6,640.00							\$4,000.00	
Administrative Services													
Lab Est Reports	Ea	\$10.00	42		\$420.00				Ea	\$500.00	2	\$1,000.00	
Supervision, Dispatch QA/QC	Hr	\$110.00	32		\$3,520.00								
Misc Clerical	Ea	\$150.00			\$0.00				Ea				
Material Engineering Review	Hr	\$165.00	12		\$1,980.00								
Subtotal					\$5,920.00							\$1,000.00	
TOTAL					\$42,155.00							\$45,950.00	
												\$59,146.00	

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

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

**DATE:** July 14, 2015

**SUBJECT: APPROVAL OF AGREEMENT BETWEEN THE CITY OF STANTON  
AND TRAUMA INTERVENTION PROGRAMS, INC. (TIP)**

### **REPORT IN BRIEF:**

The group Trauma Intervention Programs, Inc. (TIP) provides counseling and support services to victims of traumatic incidents, such as a death in the family, witnessed violence or catastrophe, and family violence. TIP has a guaranteed 20-minute response time, 24 hours a day, every day of the year. Due to the varying types of situations in which their services are needed, they maintain a staff of volunteer counselors of all ages from teens to seniors, as well as bilingual personnel.

### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve the one year agreement with Trauma Intervention Programs, Inc.; and
3. Authorize the Mayor to execute the Agreement on the City's behalf.

### **BACKGROUND:**

The City of Stanton has no existing program to handle the personal needs of victims of traumatic incidents, such as guidance, counseling, consoling, or support. In many cases neither Orange County Fire Authority nor Orange County Sheriff's Department-Stanton Police Services personnel have the time or training for such incidents to address the needs of these victims.

TIP is a national nonprofit organization dedicated to ensuring that those who are emotionally traumatized in emergency situations, receive the assistance they need. To accomplish that goal, TIP works closely with local communities to establish emergency services volunteer programs. In these programs, well-trained citizen volunteers are called to emergency scenes to assist family members, witnesses, and other bystanders whom the emergency system often must leave behind.

Since 1985, TIP has established emergency services programs in over 70 cities. In each of these programs, citizen volunteers are demonstrating that given the opportunity, they can play an important role in the emergency response.

**FISCAL IMPACT:**

TIP is a non-profit program and a majority of its personnel are volunteers. They are primarily grant supported, but do charge a small fee for administrative, clerical, and records keep personnel. This fee is based solely on population, and for the City of Stanton, population 38,981 at \$0.12/citizen/year, the annual fee would be \$4,678.00, which is included in the FY 2015-16 budget.

**ENVIRONMENTAL IMPACT:**

Not applicable.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

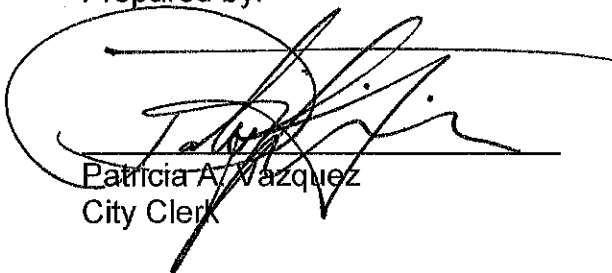
Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Objective 1: Provide a safe community.

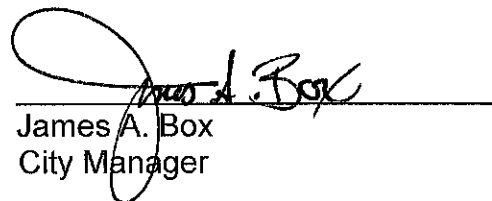
Objective 5: Provide a high quality of life.

Prepared by:



Patricia A. Vazquez  
City Clerk

Approved by:



James A. Box  
City Manager

Attachment:

Trauma Intervention Programs, Inc. Agreement



**Trauma  
Intervention  
Programs,  
Inc.**

**Orange County Chapter**  
24301 Airporter Way  
Laguna Niguel, CA 92677  
(714) 314-0744  
[www.tiporangecounty.org](http://www.tiporangecounty.org)

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*"Citizens helping citizens in crisis"*

**Advisory Committee**

Randal J Bressette  
Former Councilmember  
City of Laguna Hills

Lt. Bryan Glass  
Costa Mesa Police Department

Sandy Hill  
Mission Viejo

Sheriff Sandra Hutchens, OCSD

Norman Jeune, Lead Chaplain  
CHOC

Trish Kelley, Councilmember  
City of Mission Viejo

Kathryn McCullough  
Former Councilmember  
City of Lake Forest

Neil O'Connor, CEO  
O'Connor Mortuary

Emanuel Patrascu  
District Director  
CA State Assembly

Phil Robinson  
City of Laguna Niguel

Chief Bill Lockhart  
Orange County Fire Authority

Peggy Huang, Councilmember  
City of Yorba Linda

Carol Warren, Councilmember  
City of Stanton

Commander Julia Engen,  
Irvine Police Department

Kurt Wallace  
Anaheim Police Department

Capt. Jim Fonseca  
CHP, San Juan Capistrano

Megan Wagner, Deputy DA  
OC District Attorney's Office

Chief Steve Beeuwsaert  
CHP (retired)

Vivienne de Costa

Ryan Daffron

**CITY OF STANTON**

May 15 2015

**MAY 18 2015**

**OFFICE OF THE CITY MANAGER**

Mr. Jim Box  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680

RE: The City of Stanton, 2015-2016 Contract Renewal

Dear Mr. Box,

Attached is a services contract for 2015/2016 between City of Stanton and Trauma Intervention Programs Inc.

The contract is the same as last year including cost.

If you have any questions, please call me at 714-314-0744. Thanks.

Sincerely

Wayne Fortin  
Founder

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**Awards**

*Recipient – Paul H. Chapman Award from the Foundation for Improvement of Justice (2009)*  
*2000 National Crime Victim Service Award*  
*Innovations in State and Local Government Award (1991)*

**AGREEMENT BETWEEN CITY OF STANTON  
AND  
TRAUMA INTERVENTION PROGRAMS, INC.**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 2015, but effective as of the 1st day of July, 2015, by and between the City of Stanton, a municipal corporation, hereinafter referred to as "City", and Trauma Intervention Programs, Inc., hereinafter referred to as "TIP".

**WITNESSETH:**

**WHEREAS**, the City is desirous of TIP providing a range of emotional and practical support services to victims of traumatic events and their families; and

**WHEREAS**, victims of traumatic events sometimes require assistance in making arrangements for shelter, food, transportation and receiving necessary information and referral services; and

**WHEREAS**, TIP is a contractor which has the ability to provide such services; and

**WHEREAS**, the parties wish to enter into an agreement whereby TIP will furnish such services;

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. SERVICES AND DUTIES**

(a) TIP shall make available to the City sufficient information to enable the City to contact the appropriate TIP volunteer, including 24-hour on-call phone number, address, and names of volunteers, supervisors (when appropriate), as well as alternate or backup telephone numbers.

(b) TIP or TIP's employees and/or volunteers shall provide all vehicles and equipment necessary for the performance of this Agreement and shall be responsible for maintenance of said equipment and vehicles.

(c) TIP shall provide all personnel, volunteers, supplies, and equipment necessary for the efficient and effective operation of the services and programs provided for herein.

(d) Upon the request of or referral by the City, or as otherwise agreed upon, TIP personnel shall provide on-scene emotional and practical support to the victims of traumatic events and their family members (hereinafter "clients"). Said emotional and practical support services shall include but shall not be limited to providing on-scene emotional support to clients; making necessary telephone calls; making arrangements for clean-up services; notifying family, friends and others; referring to follow-up services; providing information and referral services; performing one follow-up contact to verify the client's welfare.

(e) TIP shall comply with all applicable local, state or federal laws or regulations.

## **2. COMPENSATION FOR SERVICES**

The City agrees to pay TIP a maximum amount of \$4,678.00 (38,981 x 12¢ per capita) for the services to be performed hereunder. The City agrees to pay in advance, unless some other method of payment is mutually agreed to in writing.

## **3. INDEPENDENT CONTRACTOR**

In the performance of the obligations under this Agreement, it is understood and agreed that TIP is at all times acting and performing services as an independent contractor, and the City shall exercise no control or direction over the manner and means by which TIP performs its obligations under this contract, except as herein stated. All persons employed by or volunteering for TIP in the performance of TIP's services and functions shall be considered employees, volunteers and agents of TIP and no person employed by or volunteering for TIP shall be entitled to any City pension, civil service, or any status or right, nor shall he or she be deemed to be a City employee as a result of this Agreement. Additionally, all persons employed by or volunteering for TIP shall not represent themselves to be affiliated with the City of Stanton.

## **4. INDEMNIFICATION**

TIP promises and agrees to defend, protect, indemnify and save harmless the City, its officers, agents and employees, from and against any and all claims, demands and liability for damages for personal injury or property damage suffered by reason of any act or omission of TIP or TIP's employees, volunteers, agents or contractors, or by reason of any dangerous or defective condition caused or permitted by TIP or TIP's employees, volunteers, agents or contractors.

The City promises and agrees to defend, indemnify and save harmless TIP, its officers, employees, and volunteers from all claims, demands and liability for damages for personal injury or property damage suffered by reason of any act or omission of the City or the City's officers or employees, or by reason of any dangerous or defective condition caused or permitted by

the City or the City's officers or employees, except where such action, omission or condition is caused by or is the result of an action, omission or request of TIP or TIP's officers, employees or volunteers, or is alleged to arise out of the execution of this Agreement.

## **5. PROPRIETARY RIGHTS**

- (a) The Contractor is the sole and exclusive owner of all proprietary and other property rights and interests in and to the trade names and/or trademarks "Trauma Intervention Programs," "TIP, Inc." and "TIP" and all other trademarks and service marks used in connection with the TIP Program, including but not limited to all those trademarks, service marks, slogans, logos and rights residing in the banners, brochures, business cards and letterheads by which groups licensed to adopt and use said names and marks and products therefrom are known and identified (collectively, "Proprietary Marks and Indicia").
- (b) The Contractor is the sole and exclusive owner of all materials used to operate the TIP Program in the City of Stanton. These materials include but are not limited to the Operations Manual, Volunteer Training Manual and Trainers Manual. Upon termination of this Agreement, the City agrees to immediately return all manuals and materials to the Contractor.

## **6. INSURANCE**

- (a) TIP shall secure and maintain throughout the contract period, and any extensions thereof, professional liability insurance, public liability insurance, property damage and vehicle liability insurance effective as of the effective date of this Agreement, and shall be protected from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Agreement. Said insurance shall be maintained in full force and effect during the term of this Agreement or renewals or extensions thereof. Such a policy shall be for not less than \$1,000,000 for injuries, including accidental death, to any one person and, subject to the same limit for each person, in an amount not less than \$1,000,000 on account for any one occurrence, and \$1,000,000 for property damage, and shall be placed with a company authorized to conduct business in the State of California and shall be named as an Additional Insured on all policies and/or certificates of insurance. Copies of all policies or certificates shall provide for thirty (30) days written notice to the City prior to any reduction in coverage or cancellation. Such insurance coverage shall be primary and shall not require any contribution by the City or by the City's insurance carriers.

The amount of such insurance shall not be deemed a limitation of TIP's agreement to save and hold the City harmless and if the City becomes liable for an amount in excess of the insurance, TIP will save and hold the City harmless from the whole thereof.

The City reserves the right to increase the amounts of insurance coverage described hereinbefore, and to require any additional riders and provision in said policies or certificates as shall be considered necessary by the City Attorney of the City and/or the

City Manager of the City consistent with the terms and conditions of this contract. TIP shall comply with said increase or other change within thirty (30) days after notice from the City.

- (b) Workers' Compensation. TIP shall secure and maintain throughout the term of this Agreement, Workers' Compensation insurance as prescribed by the laws of the State of California. A certificate evidencing such coverage shall be filed with the City Manager's Office. Said certificate shall provide that the City will be given at least thirty (30) days written notice prior to cancellation.

## **7. TERMINATION**

- (a) For Cause. If either party fails to perform any duties or obligations imposed on it by this Agreement and such failure continues for thirty (30) days after written notification by one party to the other, then this Agreement will be in breach and the party providing such notice may terminate this Agreement immediately thereafter.
- (b) Without Cause. Either party at any time may terminate this Agreement without cause upon the giving of forty-five (45) days prior written notice to the other of such intent to terminate at the address set out in Section 9 of this Agreement.
- (C) Reimbursement of Compensation. If this Agreement is terminated prior to the end of the term set forth in Section 8, TIP shall reimburse the City a pro rata amount of any compensation paid in advance.

## **8. TERM**

This Agreement shall continue through the 30th day of June 2016 unless earlier terminated in accordance with Section 7.

## **9. NOTICES**

Notices shall be deemed given under this Agreement when in writing and personally delivered or placed in the U.S. Mail, first class, postage prepaid, addressed as follows:

City:           City Manager  
                  City of Stanton

TIP:           Trauma Intervention Programs, Inc.  
                  1420 Phillips Street  
                  Vista, CA 92083

10. ASSIGNMENT / AMENDMENT/ ENTIRE AGREEMENT/ NO CONTINUING  
WAIVER

This Agreement constitutes the entire agreement between the parties. It may be amended only in writing signed by both parties. No waiver of any term or condition of this Agreement shall be deemed a continuing waiver hereof. This Agreement is binding upon TIP and their successors and assignees. Except as otherwise provided herein, TIP shall not assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the City. Any such assignment shall, at the option of the City, immediately void this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their authorized officers on the day and year first above written.

CITY OF STANTON

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

TRAUMA INTERVENTION PROGRAMS, INC.

By: Wayne F. 573-15  
President

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

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

**DATE:** July 14, 2015

**SUBJECT: THIRD AMENDMENT TO ORANGE COUNTY FIRE AUTHORITY  
(OCFA) JOINT POWERS AUTHORITY AGREEMENT**

### **REPORT IN BRIEF:**

This agenda item is submitted to request approval of the Orange County Fire Authority's Third Amendment to the Amended Joint Powers Authority Agreement to eliminate alternate directors.

### **RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Adopt Resolution No. 2015-26 approving the Third Amendment to the Amended Orange County Fire Authority JPA Agreement and authorizing execution of the Amendment; and
3. Authorize the Mayor to execute the Agreement on the City's behalf.

### **BACKGROUND:**

The Orange County Fire Authority (OCFA) was formed in 1995 to provide regional fire protection and related services to the County of Orange and 18 member cities. Subsequent to formation, 6 additional cities have become members of the OCFA. The original JPA agreement was amended on September 23, 1999, and renewed in 2010 by the First Amendment, which provided for a term that runs through 2030. In 2013, OCFA's members approved a Second Amendment to the Amended JPA which amended several provisions to promote financing equity among the members.

#### ***Purpose of the Third Amendment***

Since formation of the OCFA in 1995, the JPA Agreement has provided for each member agency to have representation on the Board of Directors. This provision was key to the formation of the OCFA, as discussed in an early feasibility study in 1991 regarding the formation of a regional Orange County Fire agency, which stated:

*"Provide equal agency representation on a governing board, regardless of participant size, to address cost, expenditure, equity, and service level issues."*

In addition to providing for each member agency to appoint a representative to act as its Director on the OCFA Board, the JPA Agreement also provides for each member agency to appoint an alternate to act in each Director's absence.

In discussing AB1217 (Daly), which would reduce member agency representation on the OCFA Board, a majority of the Board concluded that representation of every member agency on the Board remains critically important; however, a majority of the Board also concluded that the provision for alternate Directors could be eliminated. OCFA's primary Directors have a long history of good attendance at Board meetings. When a Director is occasionally unable to attend, they rarely request their alternate to attend on their behalf since the alternate may be less informed on the complex or sensitive topics for consideration.

As a result of this dialogue, the OCFA Board of Directors directed its General Counsel to (1) draft a proposed amendment to the JPA Agreement which would eliminate alternate directors, and (2) after OCFA Board approval of the form of the amendment, submit the proposed amendment to the governing bodies of OCFA's member agencies for actual approval. Per this direction, OCFA's General Counsel drafted the Third Amendment, amending Article II, Sections 2 and 5 of the 1999 Amended JPA Agreement, and the OCFA Board of Directors is scheduled to review the form of the amendment at a Special Meeting on July 1, 2015 (Attachment).

In order to become effective, the Third Amendment must be approved by at least two-thirds (e.g., 16 of 24) of the member agencies' governing bodies. Staff is requesting the City Council to approve the Third Amendment.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

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

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

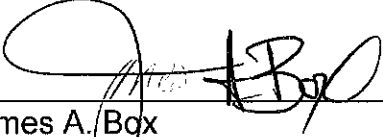
Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Objective 1: Provide a safe community.

Objective 5: Provide a high quality of life.

Prepared by:

  
\_\_\_\_\_  
James A. Box  
City Manager

Attachments:

- A. Resolution No. 2015-26
- B. Third Amendment to Amended Joint Powers Authority Agreement

**RESOLUTION NO. 2015-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE ORANGE COUNTY FIRE AUTHORITY AMENDED JOINT POWERS AUTHORITY AGREEMENT, AND AUTHORIZING ITS EXECUTION**

**WHEREAS**, the Orange County Fire Authority (OCFA) is a California Joint Powers Authority that was formed in 1995 to provide regional fire protection and related services to the County of Orange and its member cities; and

**WHEREAS**, the original JPA agreement was amended by an "Amended Joint Powers Authority Agreement" ("Amended JPA Agreement") on September 23, 1999, and the Amended JPA Agreement was subsequently amended; and

**WHEREAS**, the City of Stanton is a member of the OCFA and is represented on the OCFA Board by a Director selected by the Stanton City Council; and

**WHEREAS**, in addition to appointing a Director on the OCFA Board, the Amended JPA Agreement provides for each member to appoint an alternate to act in the Director's absence; and

**WHEREAS**, the OCFA Board has requested that the City Council consider the attached "Third Amendment to Amended Joint Powers Authority Agreement" to eliminate alternate Board members; and

**WHEREAS**, when a Director is occasionally unable to attend, they rarely request their alternate to attend on their behalf since the alternate may be less informed on the complex or sensitive topics for Board consideration.

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

**SECTION 1:** That the City Council approves and authorizes the execution of the "Third Amendment to Amended Joint Powers Authority Agreement".

**SECTION 2:** The City Clerk shall certify to the adoption of this Resolution.

**ADOPTED, SIGNED AND APPROVED** this 14<sup>th</sup> day of July, 2015.

---

A. A. ETHANS, MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2015-26 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on July 14, 2015, and that the same was adopted, signed and approved by the following vote to wit:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

### **THIRD AMENDMENT TO AMENDED JOINT POWERS AUTHORITY AGREEMENT**

#### **ORANGE COUNTY FIRE AUTHORITY**

This Third Amendment ("Third Amendment") to the Amended Joint Powers Authority Agreement is made and entered into by and between the following public entities (collectively referred to as "members"): Aliso Viejo, Buena Park, Cypress, Dana Point, Irvine, La Palma, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Mission Viejo, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, Westminster, and Yorba Linda (collectively referred to as "Cities" and individually as "City") and the County of Orange (referred to as the "County"), each of whom is a member of the Joint Powers Authority, Orange County Fire Authority ("the Authority").

#### **RECITALS**

WHEREAS, the Authority presently provides fire protection, prevention and suppression services and related and incidental services (collectively, "Fire Services") to Cities as well as to the unincorporated area of the County and State Responsibility Areas ("SRA"); and

WHEREAS, the County and several of the Cities entered into a Joint Powers Authority Agreement to form the Authority as of February 3, 1995 pursuant to the provisions of Article 1, Chapter 5, Division 7, Title I (commencing with Section 6500) of the Government Code of the State of California ("Joint Powers Statutes"); and

WHEREAS, pursuant to the Joint Powers Statutes the members are authorized to jointly provide for the methods of the provision of Fire Services, including the method of financing the provision of Fire Services; and

WHEREAS, on September 23, 1999, the members entered into an amended Joint Powers Authority Agreement ("1999 Amended Agreement") which superseded all prior agreements between the members and is incorporated herein by reference; and

WHEREAS, on July 1, 2010, the members entered into a First Amendment to the Amended Joint Powers Agreement ("First Amendment") which amended several provisions of the 1999 Amended Agreement; and

WHEREAS, on April 20, 2012, the City of Santa Ana joined the Authority and became a party to the 1999 Amended Agreement and the First Amendment; and

WHEREAS, on November 18, 2013, the members entered into the Second Amendment to the Amended Joint Powers Agreement ("Second Amendment") which amended several provisions of the 1999 Amended Agreement. Litigation has been filed by the County challenging the validity of the Second Amendment, and the litigation remains unresolved as of the date of this Third Amendment;

WHEREAS, the parties wish to adopt this Third Amendment to eliminate alternative Board directors;

NOW THEREFORE, the members agree to amend the 1999 Amended Agreement as follows:

#### **AGREEMENT**

1. *Article II, Section 2 of the 1999 Amended Agreement shall be amended to read as follows:*

2. **Designation of Directors.** Each member by resolution of its governing body shall designate and appoint one representative to act as its Director on the Authority Board of Directors (the "Board"), except the County whose Board of Supervisors shall appoint two representatives to act as its Directors. Each representative shall be a current elected member of the governing body. Each Director shall hold office until the selection of a successor by the appointing body. ~~Each member shall also appoint an alternate to act in each Director's absence. Each alternate shall be a current elected representative of the governing board of the member. Each Director and alternate shall serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body. Any vacancy shall be filled in the same manner as the original appointment of a Director and/or alternate. With approval of the Board, a Director or alternate~~

may be reimbursed for reasonable expenses incurred in the conduct of the business of the Authority.

2. *Article II, Section 5 of the 1999 Amended Agreement shall be amended to read as follows:*

5. **Quorum; Voting.** A majority of the Directors shall constitute a quorum for the purpose of the transaction of business relating to the Authority. Each Director, ~~or alternate in the absence of any voting Director,~~ shall be entitled to one vote. Unless otherwise provided herein, a vote of the majority of those present and qualified to vote shall be sufficient for the adoption of any motion, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the Authority.

3. **Effective Date.** *This Third Amendment requires the approval of at least two thirds of the members to go into effect, and it shall be effective on the date of approval by a sixteenth member.*

CITY OF STANTON

Dated: \_\_\_\_\_

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

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

NOTICE TO CITY TO BE GIVEN TO:

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

Phone: (714) 379-9222

Fax: (714) 890-1443

APPROVED AS TO FORM:

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

City Attorney

Dated: \_\_\_\_\_

***[Signatures Continued on Page 24]***

**CITY OF STANTON**

**MAYOR'S APPOINTMENTS OF COUNCIL MEMBERS  
AS REPRESENTATIVES TO VARIOUS AGENCIES**

**12. Legislative Affairs Committee of West Orange County (LACWOC)**

Delegate 1: David J. Shawver

Delegate 2: Al Ethans

## ORDINANCE NO. 1035

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING A USER FEE UNIT RATE FOR SEWER SERVICES

**WHEREAS**, the City of Stanton ("City") is successor agency of the Stanton County Water District under Reorganization No. 88; and

**WHEREAS**, the City currently operates and maintains a sewer collection system that serves the City. The network of sanitary sewers serves approximately 40,000 residents and is comprised of 55.4 miles of mains with approximately 550 manholes and 5,000 sewer laterals; and

**WHEREAS**, the City charges fees to operate the citywide sewer collection system, and the sewer system is managed with an enterprise account. The rates customers pay may only be spent on the sewer system; and

**WHEREAS**, in 2010, in consultation with Harris & Associates, the City completed a sewer rate study in which a rate structure was created to address the proper operation and maintenance of the City's sewer system. A copy of the sewer rate study is on file with the City Clerk; and

**WHEREAS**, on July 8, 2014, the City adopted Ordinance No. 1029, which set the sewer rates for the 2014-2015 fiscal year; and

**WHEREAS**, in 2015, the City is conducting a financial plan in consultation with NBS to determine the appropriate financial cost of operation and maintenance of the City's sewer system; and

**WHEREAS**, the City and City Council of the City of Stanton have determined that a 2% reduction from the 2014-2015 sewer rates would be adequate to fund the proper operation and maintenance of the City's sewer system. Therefore, the City Council desires to reduce the 2014-2015 sewer rates by 2% until such time as the sewer rates are otherwise revised by a subsequent ordinance of the City Council; and

**WHEREAS**, pursuant to the authority of Section 5473 of the Health and Safety Code, the City Council of the City of Stanton elects to have such sewer charges for the forthcoming years collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, its general taxes; and

**WHEREAS**, the City Engineer has, in accordance with Section 5473 of the Health and Safety Code, prepared and filed with the City Clerk the Sewer User Fee Assessment Roll report containing a description of each parcel of real property receiving such services and facilities and the amount of charge for each parcel; and

**WHEREAS**, in accordance with Section 5473.1 of the Health and Safety Code, the City has published notice of the filing of the Sewer User Fee Assessment Roll report and of the time and place of the public hearing on the report; and

**WHEREAS**, in accordance with Section 5473.2 of the Health and Safety Code, the City Council has heard and considered all objections or protests, if any, to the Sewer User Fee Assessment Roll report; and

**WHEREAS**, the City is the lead agency under the California Environmental Quality Act (CEQA). The City has determined that this Ordinance is exempt from CEQA review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273 because the sewer service fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of the water and sewer systems and will not result in the expansion of the sewer system; and

**WHEREAS**, this Ordinance shall supersede all other previous resolutions and ordinances that may conflict with, or be contrary to, this Ordinance with respect to the rates for sewer service fees described more particularly herein.

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

**SECTION 1:** The foregoing recitals are true and correct and the City Council so finds and determines. All protests and objections are hereby overruled by the affirmative vote of the members of the City Council voting in favor of the adoption of this Ordinance.

**SECTION 2:** The sewer service fees established by this Ordinance are exempt from CEQA review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273 because the sewer service fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of sewer system and will not result in the expansion of the sewer system. The documents and materials that constitute the record of proceedings on which these findings have been based are located at 7800 Katella Ave., Stanton, California 90680. The custodian for these records is the City Clerk.

**SECTION 3: RATES FOR SEWER SERVICE FEES**

3.1 The City Council has been presented with data showing the estimated reasonable costs of providing sewer service and data showing the revenue sources available to recover the costs of providing sewer service.

3.2 At the June 23, 2015 City Council meeting, the Council reviewed the proposed rates for sewer service fees.

3.3 That the City of Stanton hereby imposes and levies a sewer user fee for each sanitation unit within the City of Stanton by reducing the 2014-2015 fiscal year sewer user fee rates by 2% until such time as the sewer user fee rates are otherwise revised by a subsequent ordinance of the City Council.

**SECTION 4:** The Sewer User Fee Assessment Roll report, copies of which are on file in the office of the City Clerk, is hereby confirmed.

**SECTION 5:** Passage of this ordinance shall constitute a levy of a sewer user fee assessment until such time as the sewer user fee rates are otherwise revised by a subsequent ordinance of the City Council.

**SECTION 6:** Pursuant to the authority of Section 5473 of the Health and Safety Code, the City Clerk shall file the Sewer User Fee Assessment Roll with the County Auditor of the County of Orange.

**SECTION 7:** The City Clerk shall certify as to the adoption of this Ordinance.

**PASSED, APPROVED, AND ADOPTED** this 14<sup>th</sup> day of July, 2015.

\_\_\_\_\_  
A.A. ETHANS, MAYOR

ATTEST:

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, PATRICIA A. VAZQUEZ, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1035 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 23<sup>th</sup> day of June, 2015, and was duly adopted at a regular meeting of the City Council held on the 14<sup>th</sup> day of July, 2015, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_

NOES: COUNCILMEMBERS: \_\_\_\_\_

ABSENT: COUNCILMEMBERS: \_\_\_\_\_

ABSTAIN: COUNCILMEMBERS: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, CITY CLERK



1400 K Street, Suite 400 • Sacramento, California 95814  
Phone: 916.658.8200 Fax: 916.658.8240  
[www.cacities.org](http://www.cacities.org)

Council Action Advised by July 31, 2015

CITY OF STANTON

May 29, 2015

JUN 09 2015

CITY CLERK'S OFFICE

**TO: Mayors, City Managers and City Clerks**

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES**

**League of California Cities Annual Conference – September 30 – October 2, San Jose**

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

**Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.**

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the

-over-

Council  
Agenda Item #

12A

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

## **Annual Conference Voting Procedures 2015 Annual Conference**

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



**CITY:** \_\_\_\_\_

**2015 ANNUAL CONFERENCE  
VOTING DELEGATE/ALTERNATE FORM**

**Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.**

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

**Please note:** Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

**1. VOTING DELEGATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**2. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**3. VOTING DELEGATE - ALTERNATE**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.**

**OR**

**ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).**

Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mayor or City Clerk \_\_\_\_\_ Phone: \_\_\_\_\_  
(circle one) (signature)

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

**Please complete and return by Friday, September 18, 2015**

League of California Cities  
ATTN: Kayla Gibson  
1400 K Street, 4<sup>th</sup> Floor  
Sacramento, CA 95814

**FAX: (916) 658-8240**  
E-mail: kgibson@cacities.org  
(916) 658-8247