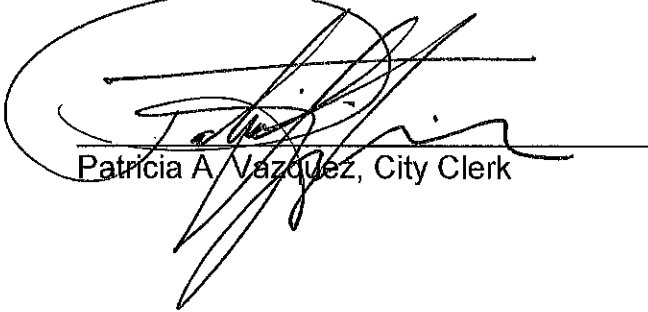


TO THE MEMBERS OF THE CITY COUNCIL FOR THE CITY OF STANTON AND TO THE CITY CLERK:

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council for the City of Stanton is hereby called by the Mayor, to be held on August 18, 2015, commencing at 5:00 p.m. at 7271 Katella Avenue, Stanton, CA 90680 (La Lampara Mobile Home Park).

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

Dated: August 17, 2015



Patricia A. Vazquez, City Clerk

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, CONTACT THE CITY CLERK AT (714) 890-4245. NOTIFICATION BY 9:00 A.M. ON TUESDAY, AUGUST 18, 2015 WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



**AGENDA
CITY COUNCIL SPECIAL MEETING
7271 KATELLA AVENUE, STANTON, CA 90680
TUESDAY, AUGUST 18, 2015 – 5:00 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 TUESDAY, AUGUST 18, 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** **None.**
- 2. CALL TO ORDER**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ROLL CALL** Council Member Ramirez
Council Member Shawver
Council Member Warren
Mayor Pro Tem Donahue
Mayor Ethans

SPECIAL ORDERS OF THE DAY

5. NEW BUSINESS

5A. COUNTY AGREEMENT

This year the County of Orange is requiring a standard agreement to be signed before they will collect assessments, taxes and fees on the property tax rolls. This agreement replaces a long-standing agreement that the two parties were previously using.

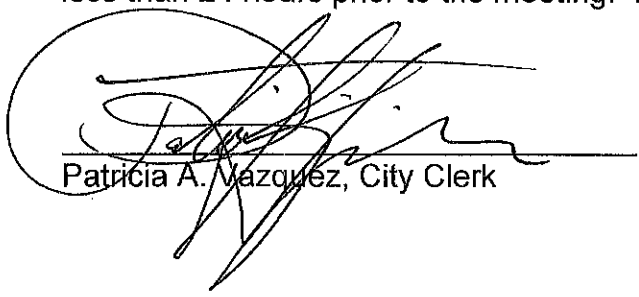
RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Authorize the City Manager to execute the Agreement for the Collection of Special Taxes, Fees, Charges and Assessments with the County of Orange.

5B. DISCUSSION REGARDING COMMUNITY AND RESIDENT COMMENTS

6. 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 24 hours prior to the meeting. Dated this 17th day of August, 2015.



Patricia A. Vazquez, City Clerk

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and City Council

DATE: August 18, 2015

SUBJECT: COUNTY AGREEMENT

REPORT IN BRIEF:

This year the County of Orange is requiring a standard agreement to be signed before they will collect assessments, taxes and fees on the property tax rolls. This agreement replaces a long-standing agreement that the two parties were previously using.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Authorize the City Manager to execute the Agreement for the Collection of Special Taxes, Fees, Charges and Assessments with the County of Orange.

BACKGROUND:

The City of Stanton annually charges property owners for Sewer User Fees, a voter-approved Protective Services Tax, and the Stanton Lighting and Landscaping District No. 1. The City has used the County of Orange to collect these assessments on the property tax rolls. For many years the County has collected this information with an agreement on file between the two parties. This year the County is requiring a specific agreement be signed before they will collect on behalf of the City.

On May 26, 2015 City Council adopted Resolution Nos. 2015-18 and 2015-19, directing the County Auditor Controller to place the Protective Services Tax on the 2015-2016 Tax Roll and confirming assessments in the Stanton Lighting and Landscaping District No. 1 for fiscal year 2015-2016. On June 23, 2015 the parcel list for levying the annual Sewer User Fee unit rate was approved.

ANALYSIS/JUSTIFICATION:

In order for the County to collect assessments on the property tax rolls on behalf of the City, the County is requiring the standard agreement attached to be signed. The recommended action authorizes the City Manager to sign the attached agreement with the City Council's authorization.

FISCAL IMPACT:

No change from previously approved City Council action. The total assessments anticipated to be collected through the County of Orange are \$1,473,877.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

The City Attorney has reviewed and approved the attached agreement.

PUBLIC NOTIFICATION:


Through the agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

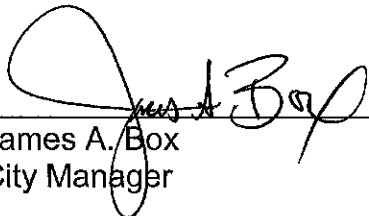
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:



Stephen M. Parker, CPA
Administrative Services Director



James A. Box
City Manager

Attachment:

Agreement for Collection of Special Taxes, Fees, Charges and Assessments

**AGREEMENT FOR COLLECTION OF SPECIAL
TAXES, FEES, CHARGES AND ASSESSMENTS**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "County" and _____, hereinafter referred to as 'District'.

RECITALS

The following recitals are a substantive part of this Agreement:

WHEREAS, the parties desire to enter into an agreement whereby taxes and special assessments for the District will be collected by the County at the same time and in the same manner as County taxes are collected and the District will pay to the County the fees for collection hereinafter set forth; and

WHEREAS, Section 29142 of the Government Code provides that when taxes or assessments are collected by a county for any special district, or zone, or improvement district thereof, excluding a school district, the board of supervisors may provide for a collection fee for such services; and

WHEREAS, Section 29304 of the Government Code provides that whenever any special assessment or special assessment taxes are levied upon land or real property by any city, county, district or other public corporation, and the same are to be collected by a County, there shall be added to the amount of the special assessment or special assessment tax an amount fixed by agreement between the county and city, district, public corporation, officer, or body for each special assessment or special assessment tax to be collected; and

WHEREAS, Section 51800 of the Government Code provides for the County to collect special assessments on County property tax rolls for cities and districts located in the County, and to enter into an agreement regarding the amount of compensation to be paid to the County for the collection of such assessments; and

WHEREAS, when requested by District, it is in the public interest that the County collect on the County tax rolls the special taxes, fees, and assessments for District.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

AGREEMENT

1. Collection Services. County agrees, when requested by District as hereinafter provided, or as required by law, to collect on the County tax rolls the special taxes, fees, and assessments of District, and of each zone or improvement District thereof.
2. Transmission of Information. When County is to collect District's special taxes and assessments, District agrees to notify the Orange County Auditor-Controller of the Assessor's parcel

numbers and the amount of each special tax, fee, or assessment to County, and including, but not limited to, any act of omission or assessment to be so collected.

3. Certification by the District. The District shall certify to the Orange County Auditor-Controller the fixed charge special assessments in a dollar amount to be applied on each parcel of real property which parcel shall be designated by the assessment (i.e., parcel) number shown on the County Secured Assessment Roll for the year in which the assessment is to be collected..

4. Verification by District. It shall be the obligation of the District prior to the time of delivery to the Orange County Auditor-Controller of the fixed charge special assessment roll to check the County Secured Assessment Roll after it is filed by the Orange County Assessor with the Orange County Auditor-Controller to verify that the parcel numbers on the assessment roll for fixed charge special assessments certified by the District correspond with the assessment (i.e., parcel) numbers shown on the County Secured Assessment Roll. Any changes in special assessment data previously certified to the Orange County Auditor-Controller by the District, which changes occur as a result of such verification, shall be certified by the District to the Orange County Auditor-Controller .

5. Collection Fee. County will charge the sum of 0.30 percent (0.30%) of the original value for each special tax, fee, or assessment that is to be collected on the County tax rolls by the County for the District.

6. Charge for Revision of Assessment. After the roll has been delivered by the Orange County Auditor-Controller to the Orange County Tax Collector the County will charge the District for each fixed charge special assessment changed or deleted. Said charge shall be \$15.00 for each assessment or parcel number placed on the County Secured Assessment Roll. Payment shall be submitted to the Orange County Auditor-Controller with the request for the change or deletion.

7. Modification of Collection Fees and Charges. The County reserves the right to increase or decrease any charges herein provided in proportion to any changes in costs incurred by the County in providing the services described herein, provided that written notice of any increase or decrease in charges shall be given by the County to the District on or before May 15 of any year during the term of the Agreement.

8. Authority for Levy and Compliance with Law. District warrants that the taxes, fees, or assessments imposed by District and collected pursuant to this Agreement comply with all requirements of state law, including but not limited to Article XIII C and XIII D of the California Constitution (Proposition 218).

9. Release. District hereby releases and forever discharges County and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of District's responsibility under this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes or assessments as contemplated in this agreement, including but not limited, any required remedial action in the case of delinquencies in such assessment payments or the issuance, sale, or administration of any bonds issued in connection with the District's program.

10. Indemnification. District agrees to and shall defend, indemnify and save harmless County and its officers, agents and employees ("indemnified parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of any of District's responsibility under this agreement, or other action taken by District in establishing a special tax, fee, or assessment and implementing collection of special taxes, fees, or assessment as contemplated in this agreement, including but not limited, any required remedial action in the case of delinquencies in such assessment payments or the issuance, sale, or administration of any bonds issued in connection with the District's program.

11. Cooperation. District agrees that its officers, agents and employees will cooperate with County by answering inquiries made to District by any person concerning District's special tax, fee, or assessment, and District agrees that its officers, agents and employees will not refer such individuals making inquiries to County officers or employees for response.

12. Assignment. District shall not assign or transfer this agreement or any interest herein and any such assignment or transfer or attempted assignment or transfer of this agreement or any interest herein by District shall be void and shall immediately and automatically terminate this agreement.

13. Term of Agreement. All existing agreements between the County and District pertaining to collection of taxes and special assessments by the County for the District shall be terminated upon the execution of this Agreement. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving written notice to the other party of cancellation prior to July 1st of the preceding fiscal year.

14. Waiver. County or District's waiver of breach of any one term, covenant, or other provision of this agreement, is not a waiver of breach of any other term, nor subsequent breach of the term or provision waived.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the day and year first above written.

_____, **DISTRICT**

By: _____

Its: _____

COUNTY OF ORANGE

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
_____, Counsel to District

By: _____
_____, Deputy County Counsel