



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, NOVEMBER 10, 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, NOVEMBER 9, 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)

**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**

**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. C. Ivan Ashbaugh as Veteran of the Month for the month of November 2015.
2. Introduction of new city businesses.
3. Presentation of Shop Stanton Program quarterly raffle winner.

**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 October 22 and October 29, 2015, in the amount of \$1,283,890.45.

**9C. APPROVAL OF MINUTES**

City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – October 27, 2015.

**9D. INVESTMENT IN THE LOCAL AGENCY INVESTMENT FUND (SUCCESSOR AGENCY)**

A resolution is necessary to authorize the Successor Agency to the Stanton Redevelopment Agency to open a Local Agency Investment Fund (LAIF) account.

**RECOMMENDED ACTION:**

1. Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a director reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Adopt Resolution No. SA 2015-08 authorizing the Successor Agency to open accounts with the State of California's Local Agency Investment Fund.

**9E. APPROVAL OF CONTRACT WITH ALL CITY MANAGEMENT SERVICES TO PROVIDE CROSSING GUARD SERVICES**

Effective July 1, 2015, the City Council reinstated crossing guards in the budget due to funding from Measure GG. Written quotes were received from three potential vendors, and All City Management Services, Inc. is the recommended vendor.

**RECOMMENDED ACTION:**

1. City Council declare that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Authorize the City Manager to sign a three-year contract with All City Management Services, Inc. in the amount of \$79,170 for crossing guard services.

**END OF CONSENT CALENDAR**

**10. PUBLIC HEARINGS**

**10A. A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE ZONING CODE AZC15-01 TO ESTABLISH NEW LAND USE REGULATIONS FOR DONATION COLLECTION BOXES**

Based on a recent decision by the Sixth Circuit Court of Appeal, which concluded that donation collection boxes are a form of protected free speech, Staff is recommending adoption of Ordinance No. 1042, which would once again allow for the placement of collection boxes in the City, but with land use controls and within a regulatory framework.

**RECOMMENDED ACTION:**

1. City Council conduct a public hearing; and
2. Declare 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. Introduce Ordinance No. 1042, entitled:

**"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA DELETING CHAPTER 5.46, ADDING CHAPTER 20.435, AND AMENDING CHAPTERS 20.215, 20.220, 20.700, AND 20.710 OF THE STANTON MUNICIPAL CODE REGARDING DONATION COLLECTION BOXES"; and**

4. Set said ordinance for adoption at the regular City Council meeting of November 24, 2015.

**11. UNFINISHED BUSINESS                      None.**

## **12. NEW BUSINESS**

### **12A. OPTIONS FOR THE CONSTRUCTION OF TRAFFIC CONTROL DEVICES ADJACENT TO STANTON CENTRAL PARK**

The City Council has requested options for traffic control devices on Western Avenue due to the construction of Stanton Central Park. Various options are presented in this report.

#### **RECOMMENDED ACTION:**

1. City Council declare that the consideration of traffic control devices on Western Avenue is consistent with the Initial Study/Mitigated Negative Declaration, previously reviewed and adopted for the project on June 23, 2013; and
2. Review the staff report and provide direction for traffic control devices.

**12B. ELECTIONS CODE 9212 REPORT RELATING TO THE CITY COUNCIL TERM LIMITS INITIATIVE MEASURE AND THE TRANSACTIONS AND USE TAX REPEAL INITIATIVE MEASURE**

On October 13, 2015, the City Council received, filed, and accepted the Certificates as to Verification of Signatures on Petition for the two measures as valid. The two measures would limit the amount of time a City Council Member could serve in office to two terms ("Term Limits Measure") and would repeal the City's local, voter-approved transactions and use (sales) tax in its entirety ("Repeal Measure"). At the same meeting, the City Council directed staff to prepare a report, within 30 days, on the impact of the measures. The purpose of this staff report is to present a preliminary impact analysis of the Term Limits Measure and the Repeal Measure on the City's finances and its ability to provide public services. It is recommended that City Council receive and file the report and adopt the necessary resolutions to place the initiatives on the November 8, 2016 ballot.

**RECOMMENDED ACTION:**

1. City Council declare that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Receive and file this impact report and order the placement of the Term Limits and Repeal Measures on the November 8, 2016 general municipal election ballot by adopting the following Resolutions:
  - Resolution No. 2015-41 calling and giving notice of the holding of a General Municipal election on Tuesday, November 8, 2016, for the submission of a proposed ordinance establishing a two-term limit on City Council service.
  - Resolution No. 2015-42 calling and giving notice of the holding of a General Municipal election on Tuesday, November 8, 2016, for the submission of a proposed ordinance repealing the transactions and use tax in its entirety.

### **13. ORAL COMMUNICATIONS - PUBLIC**

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

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

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

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

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

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

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

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



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

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

Currently Scheduled:       None.

**15D. CONSIDERATION OF A CR&R RATE COMPARISON STUDY**

At the October 27, 2015 City Council meeting, Mayor Pro Tem Donahue 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 SHERIFF'S DEPARTMENT**

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

**18. ADJOURNMENT**

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 5<sup>th</sup> day of November, 2015.



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Patricia A. Vazquez, City Clerk/Secretary

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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.

**CITY OF STANTON  
ACCOUNTS PAYABLE REGISTER**

October 22, 2015	\$281,708.65
October 29, 2015	\$1,002,181.80

\$1,283,890.45
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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 JOINT REGULAR MEETING OCTOBER 27, 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 Warren, Mayor Pro Tem Donahue, and Mayor Ethans

Absent: Council Member Shawver.

Excused: None.

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

### 4. CLOSED SESSION

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

Council Member Shawver arrived at 6:05 p.m.

### 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

The meetings were called to order at 6:31 p.m. by Mayor/Chairman Ethans.

### 6. ROLL CALL

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

Absent: None.

Excused: None.

## **DRAFT**

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

Led by Julie S. Roman, Community Services Director.

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.

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

- Presentation of City Tile of Recognition, honoring Deputy Ramiro Trujillo, Orange County Sheriff's Deputy on his retirement and ten years of service to the City of Stanton.
- Presentation by Ms. Peggy Schwartz, Orange County Public Library Foundation; sharing their mission with the City Council and providing information on their current operations.

### **9. CONSENT CALENDAR**

Motion/Second: Ramirez/Warren

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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

#### **CONSENT CALENDAR**

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

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

## **DRAFT**

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

The City Council approved demand warrants dated October 7 and October 15, 2015, in the amount of \$865,381.26.

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

The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – October 13, 2015.

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

The Investment Report as of September 30, 2015 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The City Council found 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 September 2015.

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

The Investment Report as of September 30, 2015 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Successor Agency found 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 September 2015.

## **DRAFT**

### **9F. APPROVE AND ADOPT AN ANNUAL EXPENDITURE REPORT TO ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA) TO ACCOUNT FOR M2 FUNDS, DEVELOPER/TRAFFIC IMPACT FEES, AND FUNDS EXPENDED BY THE CITY TO SATISFY MAINTENANCE OF EFFORT REQUIREMENTS**

The Measure M2 ordinance requires local agencies to adopt and submit an expenditure report to the Orange County Transportation Authority each year. The expenditure report has been prepared and is being presented to Council for adoption and submission to the OCTA.

1. The City Council found that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Adopted Resolution No. 2015-37 approving the 2014-15 Measure M2 expenditure report and direct staff to submit the report to the OCTA.

### **9G. APPROVAL OF RESOLUTION NO. 2015-36 TO PARTICIPATE IN MEASURE M2 FUNDING FOR MAGNOLIA AVENUE TRAFFIC SIGNAL IMPROVEMENTS**

On August 10, 2015, the Orange County Transportation Authority's (OCTA) Board of Directors authorized staff to issue calls for projects for the Comprehensive Transportation Funding Program's Regional Capacity Program and Regional Traffic Signal Synchronization Program. This process is the mechanism by which OCTA administers competitive funding for streets and roads projects. In response the City of Anaheim is the lead agency for the Magnolia Avenue Signal Synchronization Project in partnership with the Cities of Fullerton, Garden Grove, Westminster, Fountain Valley, and Huntington Beach. If selected, the project will fund the upgrade of signal systems and synchronize 49 signals on Magnolia Avenue from Commonwealth Avenue to Banning Avenue.

If the City of Stanton desires to become part of the project a Council resolution authorization request for funding consideration with a commitment of match funding for from local sources must be provided to be eligible for M2 funding. The City would provide matching funds up to a maximum of \$50,000 with gas tax funds.

1. The City Council declared that this 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 Resolution No. 2015-36 approving the City's participation in a countywide Regional Traffic Signal Synchronization Program Project.

### **END OF CONSENT CALENDAR**

## DRAFT

10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS

**12A. CONTRACT AMENDMENT WITH USS CAL BUILDERS FOR THE CONSTRUCTION OF STREET AND STORM DRAIN IMPROVEMENTS BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

USS Cal Builders is under contract for the construction of Stanton Central Park. A separate but associated project is for the construction of street and storm drain improvements in Western Avenue adjacent to the site. Staff has obtained a proposal from USS Cal Builders to construct these improvements at a cost of \$197,082.55. Staff believes this proposal is competitive and that USS Cal Builders should receive a contract amendment to complete this work.

Motion/Second: Donahue/Shawver

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

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. Awarded a contract amendment to USS Cal Builders in the amount of \$197,082.55 for the construction of street and storm drain improvements in Western Avenue; and
3. Authorized the City Manager to bind the City of Stanton and USS Cal Builders in a contract for the construction of public improvements adjacent to Stanton Central Park Project; and
4. Authorized the City Manager to approve contract changes, not to exceed 5-percent.

**The City Council requested that staff conduct research on traffic control devices to be placed on Western Avenue adjacent to Stanton Central Park and to return to the City Council within two weeks with staffs finding.**

## **DRAFT**

### **12B. APPROVAL OF THE FIRST AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR AN INTEGRATED WASTE MANAGEMENT SYSTEM WITH CR&R TO PROVIDE FOR THE SEPARATE COLLECTION/DISPOSAL OF ORGANIC MATERIALS**

The City's waste hauler CR&R has proposed to add the separate collection of organic materials to the services they provide to the residents and businesses of Stanton. A separate container would be provided for the collection of organic materials for all residents utilizing carts and for certain businesses as required by State law. There is no additional cost to the residents and businesses. A contract amendment is needed to include this change within the contract scope.

Motion/Second: Shawver/Ramirez

Motion unanimously carried by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

1. The City Council declared that this project is categorically exempt from the California Environmental Quality Act ("CEQA") under Section 15308 – Action by regulatory agencies for protection of the environment; and
2. Approved the First Amendment to the Amended and Restated Exclusive Franchise Agreement for an Integrated Waste Management System with CR&R to provide for the Separate Collection/Disposal of Organic Materials.

**13. ORAL COMMUNICATIONS – PUBLIC**                      None.

**14. WRITTEN COMMUNICATIONS**                      None.

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

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

- Council Member Warren reported on her attendance at the Crossroads Pet Resort's 6<sup>th</sup> Annual Halloween Party, which was held on October 24, 2015.
- Council Member Shawver reported on his attendance at the Kiwanis Club of Greater Stanton's 10<sup>th</sup> Annual Crazy K Days event and thanked Community Services Director Julie S. Roman and her staff for their assistance during the event.



## **DRAFT**

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

Mayor Pro Tem Shawver requested to agendize discussion regarding forming a committee to research and compare the City's current trash rates within Orange County.

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

None.

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

None.

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

- City Manager Box, reported that the a special meeting (Talk on the Block) will be held on October 29, 2015 at 5:00 p.m. at 12290 Briarwood Street, Stanton, CA 90680 (Smoketree Townhomes / Clubhouse).
- City Manager Box congratulated Community Services Director Julie S. Roman and her staff on the success of the Halloween Fun with Family and Friends event, which was held on October 24, 2015.
- Community Services Director Roman expressed her gratitude to Council Member Ramirez for the donation of 500 pumpkins for the Halloween Fun with Family and Friends event and presented him with thank you cards created by the children in gratitude for the donation.
- Community Services Director Roman reported on the City's upcoming Veteran's Day Celebration event, which is scheduled to be held on November 11, 2015 at 9 a.m.
- Community Services Director Roman reported on the upcoming grand opening/ribbon cutting ceremony of the Stanton Community Garden, which is scheduled to be held on November 10, 2015 at 3:30 p.m.
- City Manager Box reminded and invited the City Council to the City's Annual Halloween Potluck, which is scheduled to be held on October 29, 2015.
- City Manager Box and Public Works Director/City Engineer Rigg provided the City Council with an update regarding construction on Stanton Central Park.

## **DRAFT**

### **17A. ORANGE COUNTY FIRE AUTHORITY**

Chief David Steffen provided the City Council with an update on their current operations.

- 18. ADJOURNMENT** Motion/Second: Ethans/  
Motion carried at 7:50 p.m.

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MAYOR/CHAIRMAN

ATTEST:

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CITY CLERK/SECRETARY

# **CITY OF STANTON**

## **REPORT TO THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY**

**TO:** Honorable Chair and Members of the Successor Agency

**DATE:** November 10, 2015

**SUBJECT: INVESTMENT IN THE LOCAL AGENCY INVESTMENT FUND**

### **REPORT IN BRIEF:**

A resolution is necessary to authorize the Successor Agency to the Stanton Redevelopment Agency to open a Local Agency Investment Fund (LAIF) account.

### **RECOMMENDED ACTION:**

1. That the Successor Agency find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a director reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.
2. That the Successor Agency adopt Resolution No. SA 2015-08 authorizing the Successor Agency to open accounts with the State of California's Local Agency Investment Fund.

### **BACKGROUND:**

The Local Agency Investment Fund (LAIF) is a highly liquid, safe investment of the State of California. LAIF's yields are not very high, but they have the benefit of being very liquid. LAIF allows transfers on a daily basis. The Stanton Redevelopment Agency has previously invested funds with LAIF, but when dissolution occurred, the name of the account was not adjusted to the Successor Agency of the Stanton Redevelopment Agency, and the account was subsequently closed.

The 2005A and B Tax Allocation Bonds have been held in trust by US Bank in a money market account that earns 0.02%. Staff recently invested the proceeds of the reserve

accounts of the 2010A and 2011A and B Tax Allocation Bonds (in Federal Agency Securities and Negotiable Certificates of Deposit) earning over 1.30% on those investments.

#### **ANALYSIS/JUSTIFICATION:**

At this time there still may be an opportunity to refund the 2005A and B Tax Allocation Bonds, which would require the elimination of the reserve fund. As such, it does not make sense to invest those funds in investments with a long duration. At the same time, continuing to leave the funds invested in a money market account earning 0.02% is not ideal as well.

At the same time there are also proceeds from the 2011A and B Tax Allocation Bonds that are not currently being drawn down, but retained strictly in a money market account with US Bank. It would be prudent to move all these funds into a higher yielding, but still very liquid investment. LAIF would offer increased yield with the ability to transfer funds out any month if needed. It is therefore recommended that the Successor Agency approve the resolution and authorize the finance officer to move funds from US Bank to LAIF.

#### **FISCAL IMPACT:**

The Successor Agency will receive a much higher rate of return and still have the ability to have access to funds held in trust with US Bank as necessary. The higher yields earned will result in reduced debt service payments of at least \$6,000 per year. That will require a lower amount to be placed on Recognized Obligation Payment Schedules and ultimately result in increased tax increment available to the Successor Agency.

#### **ENVIRONMENTAL IMPACT:**

None

#### **PUBLIC NOTIFICATION:**

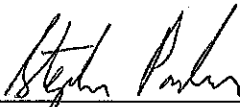
Through the agenda posting process.

#### **STRATEGIC PLAN OBJECTIVE ADDRESSED:**

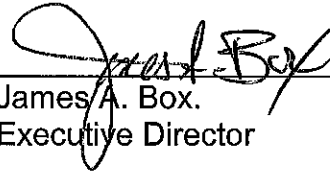
4. Ensure Fiscal Stability and Efficiency in Governance

Prepared By:

Approved By:



Stephen M. Parker, CPA  
Administrative Services Director



James A. Box.  
Executive Director

**Attachments:**

- A. Resolution 2015-08

**RESOLUTION NO. SA 2015-08****A RESOLUTION OF THE BOARD OF THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, AUTHORIZING THE INVESMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND**


**WHEREAS**, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

**WHEREAS**, the Board of the Successor Agency to the Stanton Redevelopment Agency hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the Successor Agency to the Stanton Redevelopment Agency;

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY, DOES HERBY RESOLVE, DETERMINE, FIND AND ORDER AS FOLLOWS:**

**Section 1.** The Board of the Successor Agency to the Stanton Redevelopment Agency hereby authorizes the deposit and withdrawal of Successor Agency monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

**Section 2.** The following Successor Agency Officers holding the title(s) specified hereinbelow **or their successors in office** are hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

<u>Stephen M. Parker</u>	<u>James A. Box</u>	<u>Patricia A. Vazquez</u>
(Name)	(Name)	(Name)
<u>Administrative Services Director</u>	<u>Executive Director</u>	<u>Secretary</u>
(Title)	(Title)	(Title)
		
(Signature)	(Signature)	(Signature)

**Section 3.** This Resolution shall remain in full force and effect until rescinded by Board of the Successor Agency to the Stanton Redevelopment Agency by Resolution and a copy of the resolution rescinding this is filed with the State Treasurer's Office.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of Successor Agency to the Stanton Redevelopment Agency, held on this 10th day of November, 2015.

\_\_\_\_\_  
A. A. ETHANS, CHAIRMAN

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW E. RICHARDSON, AGENCY COUNSEL

ATTEST:

I, Patricia A. Vazquez, Agency Secretary of the City of Stanton, as Successor to the Stanton Redevelopment Agency, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. SA 2015-08 has been duly signed by the Chairman and attested by the Agency Secretary, all at a regular meeting of the City of Stanton, as Successor to the Stanton Redevelopment Agency, held on November 10, 2015, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

\_\_\_\_\_  
PATRICIA A. VAZQUEZ, AGENCY SECRETARY

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** November 10, 2015

**SUBJECT: APPROVAL OF CONTRACT WITH ALL CITY MANAGEMENT SERVICES TO PROVIDE CROSSING GUARD SERVICES**

### **REPORT IN BRIEF:**

Effective July 1, 2015, the City Council reinstated crossing guards in the budget due to funding from Measure GG. Written quotes were received from three potential vendors, and All City Management Services, Inc. is the recommended vendor.

### **RECOMMENDED ACTION:**

That City Council:

1. Declare that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to 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.
2. Authorize the City Manager to sign a three-year contract with All City Management Services, Inc. in the amount of \$79,170 for crossing guard services.

### **BACKGROUND:**

For over twenty years, the City of Stanton provided crossing guard services to the local schools through All City Management Services (ACMS). The City Council approved a three year contract on August 25, 2015, however ACMS has not signed that contract (though they have been providing crossing guard services at that contract's rate). ACMS is now requesting revised language in the contract.



**ANALYSIS/JUSTIFICATION:**

ACMS has recently begun revising language in all of their contracts to provide them with an option of increasing their hourly rate in contracts if the State of California raised minimum wage rates, as has recently occurred. Staff took the requested language from ACMS and worked with Matthew E. Richardson, City Attorney to come up with mutually agreeable language. The added language allows ACMS to request an increase in the hourly rate if the State increases minimum wage, but also provides the City with the ability to negotiate with ACMS. If no negotiation is reached, ACMS has the option of opting out of the contract with 90 days notice, which would provide the City with enough time to find a new vendor. Based on the longstanding positive relationship between the City of Stanton and ACMS, staff does not expect that scenario to play out.

**FISCAL IMPACT:**

The cost of this contract will be \$26,390 per year for the next three fiscal years. There are sufficient funds budgeted in 102-1600-608175 due to transactions and use tax funds received as a result of Stanton residents' approval of the Stanton 9-1-1 Public Safety and Essential City Services Protection Measure in November 2014.

**ENVIRONMENTAL IMPACT:**

Not applicable.

**LEGAL REVIEW:**

None.

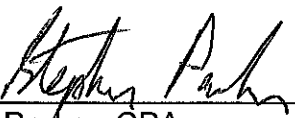
**PUBLIC NOTIFICATION:**

Through the normal agenda process.

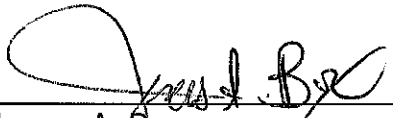
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

1. Provide a Safe Community.

Prepared by:

  
\_\_\_\_\_  
Stephen M. Parker, CPA  
Administrative Services Director

Approved by:

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

**Attachment:**

- A. 3-year contract between City and All City Management Services, Inc.

## **CITY OF STANTON**

### **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT** is made and effective as of November 10, 2015, between the City of Stanton, a California Municipal Corporation ("City") and All City Management Service, Inc. ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on November 10, 2015 and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2018 unless sooner terminated pursuant to the provisions of this Agreement. Prior to the expiration of this agreement on June 30, 2018, the City may in its sole discretion extend this agreement for additional one-year periods upon terms acceptable to the City.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

The City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents that enlarge the Tasks to Be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$79,170 for the total term of the Agreement unless additional payment is approved as provided in this Agreement. The total amount consists of \$26,390 annually for 1,620 hours a year at the rate of \$16.29 per hour. In the event of legislatively-mandated increases in wages and benefits for California employees during the Term of the Contract, Consultant may request an increase of the Contract rate of \$16.29 per hour, subject to City's approval. The Consultant shall provide the City 60 days' notice and justification of its request to adjust pricing. The City retains sole discretion to approve the Consultant's request, but in any event agrees to review and respond to the Consultant's notice and request within 30 days of receipt. Should the City exercise its discretion not to approve the Consultant's request, the Consultant shall have the right to terminate the Contract within 90 days of notice of disapproval by the City.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed ten thousand dollars (\$10,000). Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

6. **SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City

suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 3.

7. **DEFAULT OF CONSULTANT**

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts there from as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this

Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. However, use of data by City for other than the project that is the subject of this agreement shall be at City's sole risk without legal liability or exposure to Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, and any and all of its officials, employees and agents (collectively "Indemnified Parties"), from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part which relate to or arise out of any negligent, intentional or willful act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (collectively "Claims"), by Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, the Consultant shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit A without the written consent of the Consultant.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, Consultant shall further indemnify, protect, defend and hold harmless the City and Indemnified Parties from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity

for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the City from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 9. City has no obligation to ensure compliance with this Section by Consultant and failure to do so will in no way act as a waiver. This obligation to indemnify and defend City is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of Consultant to fully pay for and indemnify the City for the costs of defense, including but not limited to reasonable attorney's fees and costs, for all Claims against the City and the Indemnified Parties, whether covered or uncovered by Consultant's insurance, against the City and the Indemnified Parties which arise out of any type of omission or error, negligent or wrongful act, of Consultant, its officers, agents, employees, or subcontractors. City shall have the right to select defense counsel.

10. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this Agreement.

11. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the City a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. **LEGAL RESPONSIBILITIES**

The Consultant shall keep itself informed of State and Federal laws and regulations, which in any manner affect those employed by it or in any way, affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Stanton in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Stanton will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or sub consultants, shall not without written authorization from the City Manager or unless requested by the City

Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or sub consultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:	City of Stanton 7800 Katella Ave Stanton, California 90680 Attention: City Clerk
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To Consultant:	All City Management 10440 Pioneer Blvd. Suite 5 Santa Fe Springs, CA 90670
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17. **ASSIGNMENT**



The Consultant shall assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only All City Management Services, Inc. shall perform the services described in this Agreement.

18. **LICENSES**

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. **GOVERNING LAW**

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Stanton.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding that between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of the proposal submitted by the Consultant, Exhibit "A" hereto.

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

**CITY OF STANTON**

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

**CONSULTANT**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_

Attest:

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

Approved As To Form:

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

## EXHIBIT A

### TASKS TO BE PERFORMED

Consultant agrees to provide three (3) crossing guards at the three sites selected by the City with normal off site supervision. The agreement shall be for three years, and subsequently renew from year to year with the same terms and conditions provided the parties agree in writing to any changes relative to the number of crossing guards, the hourly fee to be charged, and any other matters deemed necessary by either party.

The guards will be located at the following three intersections within or near the City:

1. Chanticleer and Dale Avenue (Robert M. Pyles Elementary)
2. Magnolia and Pacific Avenue (Ester L. Walter Elementary)
3. Cerritos and Knott Avenue (Hansen Elementary)

Consultant agrees that all individuals employed under this agreement will be employees of Consultant and that the Consultant will provide the recruitment, hiring, firing, payroll services, and yearly tax reporting of and for employees. Consultant will maintain personnel records on all employees, conduct background investigations on each individual hired to assure that the individual is qualified to serve as a crossing guard and represents to the City that each person will be competent to provide said services.

Consultant agrees to provide the service during such hours as are established by the City and on all days when public schools in the City are in session. Any guard hours required by the City in excess of the established hours shall result in an increase in the contract time.

Crossing guards will assist students and other pedestrians to cross the streets at their assigned intersection.

Consultant will be responsible for the supervision of all employees at all sites, including placement of alternate guards, monitoring of guard performance, and all guard training. All personnel complaints will be referred to and handled by the Consultant.

Consultant shall provide all equipment to be used by the crossing guards. This equipment typically consists of, but is not limited to; a jacket, stop sign, whistle, safety vest, shirt, and rain gear. Equipment shall be worn and used at all times in accordance with accepted standards within the industry and shall be properly and adequately maintained.

## **EXHIBIT B**

### **INSURANCE REQUIREMENTS**

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

Consultant shall provide the following types and amounts of insurance:

1. **Commercial General Liability Insurance** using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.
2. **Business Auto Coverage** on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
3. **Workers Compensation** on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

**General conditions pertaining to provision of insurance coverage by Consultant.** Consultant and City agree to the following with respect to insurance provided by Consultant:

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

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City option.
8. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this Agreement to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
14. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this

obligation is not effective until City executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** November 10, 2015

**SUBJECT: A PUBLIC HEARING TO CONSIDER AN AMENDMENT TO THE ZONING CODE AZC15-01 TO ESTABLISH NEW LAND USE REGULATIONS FOR DONATION COLLECTION BOXES**

### **REPORT IN BRIEF:**

Based on a recent decision by the Sixth Circuit Court of Appeal, which concluded that donation collection boxes are a form of protected free speech, Staff is recommending adoption of Ordinance No. 1042, which would once again allow for the placement of collection boxes in the City, but with land use controls and within a regulatory framework.

### **RECOMMENDED ACTION:**

1. City Council conduct a public hearing; and
2. Declare 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. Introduce Ordinance No. 1042, entitled:

**"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA DELETING CHAPTER 5.46, ADDING CHAPTER 20.435, AND AMENDING CHAPTERS 20.215, 20.220, 20.700, AND 20.710 OF THE sTANTON MUNICIPAL CODE REGARDING DONATION COLLECTION BOXES"; and**

4. Set said ordinance for adoption at the regular City Council meeting of November 24, 2015.



## **BACKGROUND:**

In May of 2013, the City Council adopted Ordinance No. 1016, which prohibited the placement, operation, maintenance, ownership or control of donation collection boxes in the City, with limited exceptions. This action was taken after up to 16 collection boxes were placed throughout the City by four organizations that did not first obtain planning permits (a Precise Plan of Development was previously required for the installation of donation collection boxes). The prohibition of the donation collection boxes occurred after the Code Enforcement Division was unsuccessful in gaining compliance from three out of the four collection box owners/operators.

## **ANALYSIS/JUSTIFICATION:**

Earlier this year, the Sixth Circuit Court of Appeal ruled that unattended, charitable donation collection boxes are protected under the First Amendment of the U.S. Constitution. (*Planet Aid v. City of St. Johns* (2015) 782 F.3d 318.) Specifically, the Court found that the boxes “speak” by soliciting donations. As such, the Court found that a city likely could not ban donation bins from its boundaries without running afoul of the Constitution.

Based on the *City of St. John* decision, the City is updating the Stanton Municipal Code to replace the City’s ban on donation collection boxes with a strict permitting and regulatory scheme. The following summarizes the major provisions of the proposed ordinance:

- Prior to the placement of donation collection boxes, operators must obtain an administrative permit from the Community Development Director.
  - Permits must be renewed annually and may be revoked if the operator fails to meet certain requirements.
- Fines may be issued for improper maintenance of collection boxes.
- One parking space must be provided for drop-offs and pick-ups.
- Donation collection boxes shall be located within 30 feet of a building entrance. This ensures that the boxes are accessory to, and located close to a primary building.
- There must be a 750 foot separation from any other collection box.
- One box may be placed on any given site, except for properties great than five acres in size, which are allowed up to two boxes.
- Boxes shall not overflow at any time.
- The site must be kept free from litter and any other undesirable material.
- Box Operators must conduct pick-ups at least once a week and are responsible for an area with a 25-foot radius around the boxes.

At their special meeting held on October 28, 2015, the Planning Commission approved Resolution No. 2373, recommending that the City Council adopt Ordinance No. 1042.

**FISCAL IMPACT:**

None.

**ENVIRONMENTAL IMPACT:**

The project is exempt from the California Environmental Quality Act ("CEQA") pursuant to 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.

**PUBLIC NOTIFICATION:**

Public notice for this item was made available in three public places for ten days and made available through the regular agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

5. Provide a High Quality of Life.

Prepared By:

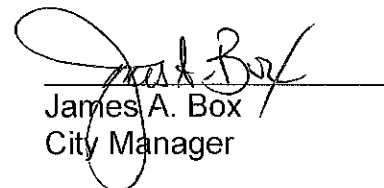
Concurred By:

Approved By:



Omar Dadabhoy  
Community and Economic  
Development Director

Matthew E. Richardson  
City Attorney



James A. Box  
City Manager

**Attachments:**

A. Ordinance No. 1042

## **ORDINANCE NO. 1042**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA DELETING CHAPTER 5.46, ADDING CHAPTER 20.435, AND AMENDING CHAPTERS 20.215, 20.220, 20.700, AND 20.710 OF THE STANTON MUNICIPAL CODE REGARDING DONATION COLLECTION BOXES**

**WHEREAS**, Article 11, Section 7 of the California Constitution authorizes the City of Stanton ("City") to make and enforce within its limits all ordinances and regulations not in conflict with general laws; and

**WHEREAS**, the Stanton Municipal Code ("SMC") currently prohibits donation collection boxes ("boxes") from locating in the City; and

**WHEREAS**, the City now desires to allow donation collection boxes to locate and operate in the City pursuant to a reasonable procedural and substantive permitting process;

**WHEREAS**, in permitting donation collection boxes, the City acknowledges the value in boxes to provide an outlet for individuals seeking to provide goods to charity or other like causes and provide an outlet for charities and organizations to accept those donated goods; and

**WHEREAS**, through a reasonable permitting scheme, the City seeks to mitigate the secondary effects that donation collection boxes may cause in the City, such as the vandalism of boxes (e.g., graffiti), theft of donated goods placed in the boxes, and individuals who leave large items, such as household furniture next to the donation collection boxes, which may cause pedestrian and traffic hazards and detract from the aesthetics of the surrounding area; and

**WHEREAS**, the City regulates donation collection boxes separately from other recycling facilities and trash enclosures because of differences in how other recycling facilities and trash enclosures may operate. For example, large collection (recycling) facilities (as defined in the SMC) may be manned, and private and commercial trash enclosures are typically tended to, or otherwise maintained by on-site residents or commercial tenants on a daily basis. Donation collection boxes that are subject to the proposed regulations are unmanned and may not be maintained on a daily basis; and

**WHEREAS**, as such, the City Council desires to adopt a permitting process and regulatory standards specific to donation collection boxes because of the boxes' unique operating characteristics; and

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

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

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

**SECTION 2. CEQA.** The City Council further finds that this Ordinance is not subject to the California Environmental Quality Act ("CEQA"), pursuant to 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.

**SECTION 3: Chapter 5.46.** Chapter 5.46 of Title 5 of the Stanton Municipal Code is hereby deleted in its entirety.

**SECTION 4. Chapter 20.215.** The land use designation for "Donation Boxes" is hereby deleted in its entirety.

**SECTION 5. Chapter 20.215.** The land use designation for "Donation Collection Boxes" and "Note (4)" are hereby added to Table 2-5 of Section 20.215.020 of Chapter 20.215 of Title 20 of the Stanton Municipal Code as follows:

Table 2-5	P = Zoning Clearance (20.560)		
Allowed Uses and Permit Requirements	CUP= Conditional Use Permit (20.550)	T = Temporary Use Permit (20.540)	
	MUP = Minor Use Permit (20.550)	— = Prohibited (20.205.040)	
Commercial Zones	See Chapter 20.205 (General Permit Requirements)		
Land Use			
Article 7 (Definitions)	CN	CG	Specific Use Regulations
Section 20.205.040 - unlisted uses and exempt uses			
<b>Other Uses</b>			
Donation Collection Boxes	—	P (4)	MC 20.435

Note: (4) Donation Collection Boxes are permitted with an administrative site review permit obtained pursuant to Chapter 20.435.

**SECTION 6. Chapter 20.220.** The land use designation for "Donation Collection Boxes" and "Note (2)" are hereby added to Table 2-7 of Section 20.220.020 of Chapter 20.220 of Title 20 of the Stanton Municipal Code as follows:

Table 2-7	P = Zoning Clearance (20.560)	
Allowed Uses and Permit Requirements	CUP= Conditional Use Permit (20.550)	T = Temporary Use Permit (20.540)
Industrial Zones	MUP = Minor Use Permit (20.550)	— = Prohibited (20.205.040)
See Chapter 20.205 (General Permit Requirements)		

Land Use			
Article 7 (Definitions)	BP	IG	Specific Use Regulations
Section 20.205.040 - unlisted uses and exempt uses			
<b><u>Other Uses</u></b>			
Donation Collection Boxes	—	P (2)	MC 20.435

Note: (2) Donation Collection Boxes are permitted with an administrative site review permit obtained pursuant to Chapter 20.435.

**SECTION 7: Chapter 20.435.** Chapter 20.435 of Title 20 of the Stanton Municipal Code is hereby added, as set forth in Exhibit "A" ("Chapter 20.435, Donation Collection Boxes"), attached hereto and incorporated herein.

**SECTION 8. Chapter 20.700.** The definition of "Donation boxes" in Section 20.700.060 of Chapter 20.700 of Title 20 of the Stanton Municipal Code is hereby deleted in its entirety.

**SECTION 9. Chapter 20.700.** The definition of "Donation Collection Box" or "Box" is hereby added to Section 20.700.070 of Title 20 of the Stanton Municipal Code as follows:

"Donation Collection Box or Box. Any metal, plastic, cardboard or wooden box, bin, container, trailer, accessory structure, or similar facility located outside of an enclosed building or in a parking lot or other public place, provided by a person, organization, or collection center for the primary purpose of receiving or storing donated Salvageable Personal Property (as defined by Section 20.435.020), including household goods, clothing, textiles, toys, and other similar small items that are left unattended without an on-site operator. See Chapter 20.435 (Donation Collection Boxes)."

**SECTION 10. Chapter 20.710.** The definition of "Donation box" in Section 20.710.040 of Chapter 20.710 of Title 20 of the Stanton Municipal Code is hereby deleted in its entirety.

**SECTION 11: Location and Custodian of Records.** The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of the record of proceedings.

**SECTION 12. Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Stanton hereby declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any or more

sections, subsections, sentences, clauses and phrases may be declared invalid or unconstitutional.

**SECTION 13. Effective Date.** This Ordinance shall take effect and be in full force thirty (30) days from and after its passage. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted in the three (3) designated posting places within the City of Stanton within fifteen (15) days after its passage.

PASSED, APPROVED, and ADOPTED this 24th day of November, 2015.

\_\_\_\_\_  
ALEXANDER 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. 1042 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 10th day of November, 2015, and was duly adopted at a regular meeting of the City Council held on the 24th day of November, 2015, by the following roll-call vote, to wit:

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
CITY CLERK, CITY OF STANTON

## **EXHIBIT "A"**

### **Chapter 20.435 DONATION COLLECTION BOXES**

- 20.435.010 Purpose.**
- 20.435.020 Definitions.**
- 20.435.030 Exception for Recycling Facilities.**
- 20.435.040 Applicability and Permissible Use.**
- 20.435.050 Application Requirements.**
- 20.435.060 Standards and Requirements.**
- 20.435.070 Permit Issuance.**
- 20.435.080 Appeal Process.**
- 20.435.090 Term of Permit and Renewal of Permit.**
- 20.435.100 Revocation.**
- 20.435.110 Transfers.**
- 20.435.120 Unpermitted Donation Collection Boxes.**
- 20.435.130 Severance.**

#### **20.435.010 Purpose.**

The purpose of this Chapter is to enact and enforce standards for Donation Collection Boxes located within the City limits. Nothing in this chapter shall preempt or make inapplicable any provision of state or federal law.

#### **20.435.020 Definitions.**

As used in this Chapter, the following terms, words and phrases have the meanings as defined in this section, unless another meaning is clearly apparent from the context:

**"Department"** means the Community Development Department.

**"Director"** means the Community Development Director of the City of Stanton.

**"Donation Collection Box" or "Box"** means any metal, plastic, cardboard or wooden box, bin, container, trailer, accessory structure, or similar facility located outside of an enclosed building or in a parking lot or other public place, provided by a person, organization, or collection center for the primary purpose of receiving or storing donated Salvageable Personal Property, including household goods, clothing, textiles, toys, and other similar small items that are left unattended without an on-site operator.

**"Operate"** means to place, operate, maintain, own or otherwise control a Donation Collection Box.



**"Operator"** means any Person who operates a Donation Collection Box in the City.

**"Permit"** means an administrative site review permit to place, locate, maintain, or operate a Donation Collection Box within the City.

**"Person"** means that term as defined in Section 1.04.040 of this Code.

**"Property"** means the real property on which a Donation Collection Box is operated, maintained, owned, or otherwise controlled.

**"Property Owner"** means the owner of record of the real property on which a Donation Collection Box is operated, maintained, owned, or otherwise controlled.

**"Salvageable personal property"** does not include recyclable solid waste as defined in Section 6.04.010 of this Code. Furthermore, Salvageable Personal Property shall not include furniture, appliances, musical instruments, or other large items of bulk, nor shall include any biological or organic material, nor any hazardous material.

#### **20.435.030 Exception for Recycling Facilities.**

A recycling facility, as that term is defined by Section 20.700.060 of this Code, is and shall be governed by the provisions of Title 20 of this Code, and a recycling facility used exclusively as a recycling facility pursuant to the provisions of Title 20 of this Code shall be not deemed a Donation Collection Box.

#### **20.435.040 Applicability and Permissible Use.**

A. A Permit shall be required for any Donation Collection Box installed, constructed, maintained, or located in the City.

B. Nonresidential Zones. Donation Collection Boxes shall be permitted in the Commercial General (CG) and Industrial General (IG) Zones with a Permit, subject to the development standards set forth in Section 20.435.060.

C. Residential Zones. Donation Collection Boxes shall not be permitted in any residentially zoned properties.

D. Mixed Use Developments. Donation Collection Boxes shall be permitted on properties with mixed used developments within the commercial portion of the development with a Permit, subject to the development standards set forth in Section 20.435.060.

E. An unattended book donation box for the collection of books only, located at public libraries on City property with the written permission of the City, shall be exempt from this Section.

#### **20.435.050 Application Requirements.**

An application for a Permit shall be filed with the Director on a form provided by the Department with a nonrefundable fee in an amount established by resolution of the City Council. The application fee shall be used to defray the costs of investigation, report, and related application processing issues. The form must be fully completed and executed and returned to the Department. The application shall include the following:

A. Complete Operator information including company/organization name, address, telephone number, and e-mail address, and the names, addresses, and e-mail of all the partners or limited partners of a partnership applicant, all members of an LLC applicant, all officers and directors of a non-publicly traded corporation applicant, all stockholders owning more than five percent of the stock of a non-publicly traded corporate applicant, and any other person who is financially interested directly in the ownership or operation of the business, including all aliases;

B. Information pertaining to the applicant's status with the Secretary of State;

C. The primary contact name, address, telephone number, and e-mail address for all matters related to the Donation Collection Box;

D. Written consent from the Property Owner or Property Owner's agent to placement of the box on the Property, including name, address, telephone number, and e-mail address of Property Owner or Property Owner's agent;

E. Informed consent from the Property Owner or Property Owner's agent acknowledging responsibility and compliance with the provisions of this Chapter;

F. Written acknowledgement by the applicant and Property Owner or Property Owner's agent that in the event the Permit is approved, the Operator and Property Owner agree to indemnify and hold the City harmless concerning the City's approval of the Permit, the operation and maintenance of the box, and any other matter relating to the Donation Collection Box, including, without limitation the City's enforcement of this Chapter and the City's removal of the box in accordance with this Chapter;

G. Name and telephone number of any entity which may share or profit from items collected via the Box;

H. The physical address of the Property where the Donation Collection Box is proposed to be located;

I. Details of the Box itself, including dimensions, elevations, and details of signage;

J. Scaled plot plan indicating all site improvements and the location of proposed donation collection Box; and

K. A scaled map demonstrating that the location of the Property with the next closest Box is outside of the minimum separation requirement, as measured from Property line to Property line.

#### **20.435.060 Standards and Requirements.**

It is the intent and design of this Chapter to regulate Donation Collection Boxes to prevent a blighted appearance and ensure the Boxes will not have a negative visual impact on the City, to ensure the Boxes will not impede or interfere with public access, circulation, and parking, and to ensure that the Boxes do not become hazards or nuisances. To that end, Donation Collection Boxes shall be Operated in accordance with the following requirements and conditions:

A. Physical Standards. Donation Collection Boxes shall conform to the following standards:

1. Shall not be more than eighty-two (82) inches high, sixty (60) inches wide, and fifty (50) inches deep;
2. Shall be fabricated of durable and waterproof materials;
3. Shall not be electrically or hydraulically powered or otherwise mechanized;
4. Shall not become a fixture of the site and shall not be considered an improvement to real property;
5. Shall require one dedicated parking spot for drop-offs and content retrieval.
6. Shall contain an opening with an approved tamper-resistant locking mechanism and shall be secured in such a manner that the contents may not be accessed by anyone other than those responsible for the retrieval of the Box's contents.

B. Locational Standards.

1. Donation Collection Boxes shall be located within 30 feet of a building entrance.
2. Donation Collection Boxes shall not be located in, encroach into, or obstruct any of the following:
  - a. Any required parking spaces or access to any parking;

- b. Pedestrian or ADA pathways;
- c. Emergency access or fire lanes;
- d. Drive aisles and on-site circulation in general;
- e. Existing landscaping or landscaped areas;
- f. Trash enclosure area or access to the trash bins/trash enclosures; and
- g. Required setback areas, specifically front and street setbacks.

3. Donation Collection Boxes shall not be permitted on any unimproved parcel, nor where the principal use of land has been closed or unoccupied for more than thirty (30) days.

4. Donation Collection Boxes shall be placed on a level, hard (asphalt or concrete) paved, dust-free surface.

5. The location of a Donation Collection Box shall not disrupt or negatively impact any line of sight relating to, but not limited to, the circulation of pedestrians, bicycles, and/or cars in any way as they travel and/or park.

6. The location of a Donation Collection Box shall not cause safety hazards with regards to a designated fire lane or building exit.

7. A Donation Collection Box cannot be within seven hundred fifty (750) feet of another Donation Collection Box, as measured from Property line to Property line, unless the Director determines otherwise, as provided in subsection (B)(8) of this Section.

8. Only one (1) Donation Collection Box shall be allowed per site within the approved zones. Notwithstanding the foregoing, for properties greater than 5 acres, up to two (2) Donation Collection Boxes may be applied for, and Operated by the same applicant/Operator.

9. Donation Collection Boxes shall provide a minimum twenty-five (25) foot setback from properties that are residentially zoned or have existing residential uses.

C. Maintenance and Appearance.

1. Donation Collection Boxes shall be maintained to the satisfaction of the Director. This includes maintenance of the Box's condition itself (appearance and wear) and of the Box's immediate area, specifically within a radius of twenty-five (25) feet around the Donation Collection Box;

2. The Donation Collection Box shall be maintained in good condition and appearance, with no structural damage, holes, or rust, and shall be kept free of graffiti;

3. Donation Collection Boxes shall not overflow at any time;

4. The site will be kept free from litter and any other undesirable material;

5. Items left outside a Donation Collection Box shall be considered undesirable material and deemed a public nuisance, and may be removed by the City at the Property Owner's expense;

6. The Box Operator and/or Property Owner or Property Owner's agent shall respond within twenty-four (24) hours of notice from the City to address maintenance issues, including graffiti, vandalism, and damaged boxes, in addition to items left about or overflowing boxes;

7. The Box Operator shall conduct a pickup at least once a week to ensure that the Box is not overflowing and is properly maintained, and that the surrounding area and site are free of litter and any other undesirable material; and

8. The Box Operator and Property Owner or Property Owner's agent shall be responsible for properly disposing undesirable material in accordance with all City, State, and Federal laws, guidelines, and requirements.

D. Signage.

1. The Donation Collection Box shall conspicuously display both of the following, in accordance with Section 151 of the Welfare and Institutions Code:

a. The name, address, telephone number, e-mail address, and, if available, the Internet Web address of the Operator of the Box.

b. A statement, in at least two-inch typeface, that either reads, "This donation collection box is owned and operated by a for-profit organization" or "This collection box is owned and operated by a nonprofit organization." For purposes of this chapter, a commercial fundraiser shall be classified as a for-profit organization.

i. If the Donation Collection Box is owned by a nonprofit organization, the front of the Box shall also conspicuously display a statement describing the charitable cause that will benefit from the donations.

ii. If the Donation Collection Box is owned by a for-profit entity, the front of the Box shall also conspicuously display a statement that reads, "This donation is not tax deductible." If the Donation Collection Box is owned and operated by a commercial fundraiser, the commercial fundraiser may post notice of donations to a charitable cause only on the sides of the box. This notice shall always be smaller in size than the for-profit entity's name and address and shall constitute only 25 percent of the notice space of the box.

2. The site shall display a notice stating that no material shall be left outside of a Donation Collection Box in at least two (2) inch typeface. This notice shall be installed within a radius of twenty-five (25) feet of the Box. The Box itself shall also have this notice directly on the Box.

3. Donation Collection Boxes Operated by a nonprofit organization shall display their Federal tax identification number.

4. Each Donation Collection Box shall be clearly marked to identify the type of material that may be deposited.

5. Each Donation Collection Box shall have a pickup schedule shown or posted directly on the box. Pursuant to subsection (C)(7) of this Section 20.435.060, pickup must be at least once a week.

6. No other signage or advertisements shall be allowed on the Donation Collection Box.

7. Each Donation Collection Box shall display the City approved Permit number that identifies the Box as being properly permitted by the City.

#### E. Fines and Penalties

Donation Collection Boxes that violate this Chapter are public nuisances and will be subject to following penalties:

1. First violation: The City will issue a written warning to the Property Owner and the Box Operator.

2. Second violation within twelve (12) months of the first violation: The Property Owner and the Box Operator will each be subject to a fine of One Thousand Dollars (\$1,000.00).

3. Third violation within twelve (12) months of the first violation: The City may remove the Donation Collection Box at the Property Owner's expense and revoke the Permit.

4. Any subsequent violation following the third violation within thirty-six (36) months of the first violation: The Property Owner and the Box Operator will each be subject to a fine of Five Hundred Dollars (\$500.00) for each subsequent violation, and the City may remove the Donation Collection Box at the Property Owner's expense and/or revoke the Permit.

5. The remedies contained in this Chapter for the handling of violations or enforcement of the provisions of this Chapter shall be cumulative and not exclusive of any other applicable provisions of City, County, or State law.

**F. Liability.**

The Operator shall maintain a minimum general liability insurance of One Million Dollars (\$1,000,000.00) for the duration of the operation of a Donation Collection Box at each site, to cover any claims or losses due to the placement, operation, or maintenance of the Donation Collection Box. Failure of the Operator to maintain the required insurance will be grounds for revocation of the Operator's Permit.

**20.435.070 Permit Issuance.**

A. The Director shall review each application for completeness and accuracy before it is accepted as being complete and officially filed. The Director's determination of completeness shall be based on the City's list of required application contents and any additional information determined by the Director to be necessary to determine conformance to all applicable policies and regulations.

B. The Applicant shall be notified in writing of any revisions or additional information required and shall submit the requested information to the Director within 180 days after the date of the notice. Failure to submit the required information within the 180-day period may be cause for denial.

C. An application for a Permit may require that the Director or his or her designee perform an on-site inspection of the Property before confirming that the request complies with all of the applicable criteria and provisions specified in this Chapter.

D. The Director shall issue a Permit within forty-five (45) days of the City deeming an application complete if all requirements of this Chapter are satisfied. If a Permit is not issued, the Director will notify the applicant in writing. The notice will set forth the Director's reasons for denial and the procedures for an appeal of the Director's determination.

#### **20.435.080 Appeal Process.**

The Director's determination on the issuance or denial of a Permit may be appealed to the Planning Commission pursuant to the procedure provided in Section 20.615.040.

#### **20.435.090 Term of Permit and Renewal of Permit.**

A. The Permit year shall begin on January 1 in each year and shall terminate on December 31 of the same calendar year. An annual Permit issued between December 1 and December 31 of any year shall expire on December 31 of the calendar year next following issuance thereof.

B. A Permit shall be renewed annually. The application for renewal must be filed not later than thirty (30) days before the Permit expires. The application for renewal shall be upon a form provided by the Director.

C. The Director shall either approve or deny the renewal of a Permit within fifteen (15) days of receipt of the complete renewal application and payment of the renewal fee. Failure of the Director to act upon expiration of the Permit shall constitute approval of the renewal of the Permit.

D. A Permit renewal fee set by resolution of the City Council shall be submitted with the application for renewal.

E. Prior to expiration of the Permit, the Operator may voluntarily cancel the permit by notifying the Director in writing of the intent to cancel the Permit. The Permit shall become void upon the Director's receipt of a written notice to intent to cancel the Permit.

F. The Director shall approve the renewal of a Permit if the Director finds that no circumstances existed during the term of the Permit which would cause a violation to exist, and that at the time of submission of the application for renewal, or at any time during the renewal of the application for renewal, there were not circumstances inconsistent with any finding required for approval of a new Permit. If the Director cannot make the required findings, then the Permit may be subject to nonrenewal and revocation.

G. If the Permit expires and is not renewed, the Box(es) must be removed from the Property within a maximum of ten (10) days after expiration of the Permit.

#### **20.435.100 Revocation.**

A. The Community Development Director may revoke a Permit for any violation of this Chapter pursuant to Section 20.435.060(E). Notice shall be given to the



Operator and Property Owner by certified mail to the address shown on the last application or renewal.

B. Upon revocation, the Donation Collection Box shall be removed from the Property within thirty (30) days, and if not removed within this time period, the City may remove, store, and dispose of the Box at the Operator's expense.

C. The Operator may appeal the decision of the Director in compliance with Section 20.435.080.

D. The Operator and/or Property Owner that has had a Permit revoked may not apply for, or place another Donation Collection Box in the City for a period of two (2) years after the revocation of the previous Permit.

#### **20.435.110 Transfers.**

No Person to whom a Permit has been issued shall transfer, assign or convey such Permit to another Person. Any purported transfer, assignment, or conveyance shall be deemed null and void.

#### **20.435.120 Unpermitted Donation Collection Boxes.**

It shall be unlawful and declared a public nuisance for any Person to operate, maintain, allow another Person to operate or maintain, or fail to remove an unpermitted Donation Collection Box. Any Person in violation will be subject to civil action and/or criminal prosecution. Each day in which a violation is committed will constitute a new and separate offense. In addition, the operation or maintenance of an unpermitted Donation Collection Box may be abated or summarily abated by the City in any manner by this Code or otherwise by law for the abatement of public nuisances. Pursuant to Government Code Section 38773, all expenses incurred by the City in connection with any action to abate a public nuisance will be chargeable to the Persons creating, causing, committing, or maintaining the public nuisance.

#### **20.435.130 Severance.**

If any section, division, subsection or provision of this Chapter or the application thereof to any Person, property, organization or circumstance is held invalid, the remainder of the Chapter and the application of such to other Persons, properties, organizations or circumstances shall not be affected thereby.

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** November 10, 2015

**SUBJECT: OPTIONS FOR THE CONSTRUCTION OF TRAFFIC CONTROL DEVICES ADJACENT TO STANTON CENTRAL PARK**

### **REPORT IN BRIEF:**

The City Council has requested options for traffic control devices on Western Avenue due to the construction of Stanton Central Park. Various options are presented in this report.

### **RECOMMENDED ACTION:**

1. Declare that the consideration of traffic control devices on Western Avenue is consistent with the Initial Study/Mitigated Negative Declaration, previously reviewed and adopted for the project on June 23, 2013; and
2. Review the staff report and provide direction for traffic control devices.

### **BACKGROUND:**

On November 2010, the City of Stanton purchased the property at 10660 Western Avenue at the former Mary Perez School Site. On March 8, 2011, City Council awarded a design contract to David Volz Design for the design of the Stanton Central Park. In December of 2013, staff became aware of issues with the State in regards to legal issues with the ownership of the property. David Volz Design was directed to stop all work on the project with the plans being 90% complete. In November of 2014 those issues regarding the ownership of the property were resolved and staff directed David Volz Design to continue with the design documents.

When the design was subsequently completed, plan checks were needed for the designs of both the onsite and offsite improvements. Revisions were made to both sets of plans and on April 1, 2015, the plans for the onsite improvements were put out to bid. On May 12, 2015, a contract for the construction of the onsite improvements was awarded.

The plan checks for the offsite improvements, which include traffic signal and roadway improvement plans, were performed by our consultant Hartzog Crabill. The roadway plans were quickly approved, but in March of 2015 the consultant identified a deficiency with the traffic signal plans in that the operation of the signal needed to be coordinated with the nearby railroad crossing. Corrections were given to the consultant Penco, a subconsultant of David Volz, but over the next few months little progress was made.

In order to try to resolve these issues, staff arranged for a meeting with the Union Pacific Railroad (UPRR) and the California Public Utilities Commission (CPUC) on August 6, 2015. The UPRR representative explained an expensive, around \$400,000, and timely process for the signal to be coordinated with the railroad crossing. The CPUC representative listed a variety of improvements to the railroad crossing that would also need to be made if the connection to the signal was made. The City would be responsible for all costs.

City staff asked that since the railroad crossing was never used and the rail ended just west of Western if the work was needed and if instead the spur could be abandoned. This would include the removal of the crossing gates and tracks. The UPRR representative indicated he had already asked about this and this request was denied. He identified a second option called "Out of Service" in which the crossing arms would remain and the track would be blocked. The CPUC representative supported the "Out of Service" option rather than construct the costly improvements.

As a follow up to the meeting, the City Manager sent a letter to the UPRR representative on August 11, 2015, asking for consideration of the spur abandonment and further consideration of other alternatives. Staff also emailed the letter and followed up with phone calls, but has had no success in receiving a response to either.

As staff waited for a response from UPRR, they became concerned about being able to construct the roadway improvement plans in time to coordinate with the onsite construction. The traffic engineer who reviewed the plans and created the traffic study portion of the Mitigated Negative Declaration document, Bill Zimmerman, was contacted to explore options. He indicated that when he reviewed the plans and determined the need for a signal there was only one exit from the site. His reasoning for the signal was that vehicles leaving the site through one exit would become delayed, but that with two exits the problem was reduced significantly. He indicated that with the second exit from the park that the signal was not needed and could be installed at a later date if needed. Staff determined the most prudent way to make sure the onsite improvements were not delayed was to separate the installation of the signal from the construction the roadway improvements.

#### **ANALYSIS/JUSTIFICATION:**

On October 27, 2015 the City Council approved a contract amendment with USS Cal Builders to construct the roadway improvements. At this meeting the Council expressed

their concerns with traffic control on Western Avenue and that they would like to review options to improve functionality and safety. Staff has reviewed alternatives with Bill Zimmerman and would propose the following options:

- Install the traffic signal as originally proposed with the abandonment or “out of service” of railroad tracks. This would include no additional costs for the City but will delay the installation of the signals for at least one year due to the UPRR process. There is no guarantee that UPRR will approve either.
- Install the traffic signal as proposed with a connection to the electronics for the railroad crossing as required by UPRR. This would include an additional cost of approximately \$500,000 for new controls and modifications to the crossing and will delay the installation of the signals for at least one year due to the UPRR process.
- Install traffic signal as proposed with traffic loops in the vicinity of the railroad crossing. This would include an additional cost of approximately \$30,000 for the loops. There is guarantee UPRR will accept this method. The construction could be completed by the opening of the park. Our traffic engineering consultant is reviewing this option and will provide guidance to staff in the next week.
- Install a traffic signal at the northerly driveway in lieu of the southerly driveway. Due to the distance from the railroad tracks no approval from UPRR would be needed and no connection to the crossing would be required. There would be an additional design cost of approximately \$35,000. The construction would be completed near the timing for the opening of the park.
- Install a High Visibility Crosswalk at the northerly driveway. This would include a pedestrian activated red light for pedestrians to cross the street. The approximate cost of this would be \$100,000. The construction would be completed near the timing for the opening of the park. This could be installed in addition to the signal at the southerly driveway if desired by the Council.

#### **FISCAL IMPACT:**

Depending on the option chosen by the City Council, a Budget Adjustment may be needed and would be brought to the Council at a later date. This is no impact to the General Fund from this action.

#### **ENVIRONMENTAL IMPACT:**

This action is consistent with the Initial Study/Mitigated Negative Declaration, previously reviewed and adopted for the project on June 23, 2013.

#### **LEGAL REVIEW:**

None.

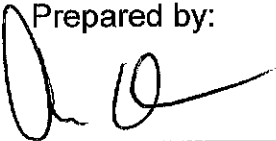
**PUBLIC NOTIFICATION:**

Notifications through normal agenda process.

**STRATEGIC PLAN OBJECTIVES ADDRESSED:**

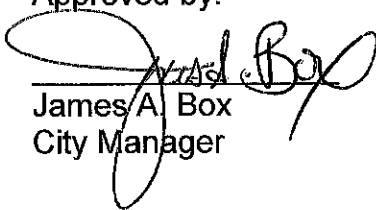
- 3 – Provide a high quality infrastructure
- 5 – Provide a high quality of life

Prepared by:



Allan Rigg, P.E.  
Director of Public Works/City Engineer

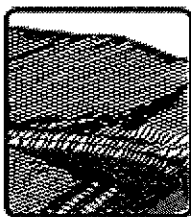
Approved by:



James A. Box  
City Manager

**Attachments:**

- (1) Minutes of meeting with UPRR and CPUC of August 6, 2015



**PENCO Engineering, Inc.**

Civil Engineering  
Planning  
Surveying

**"Client Success is Our Success"**  
Small Business Enterprise (SBE)

PENCO # 3192.08

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**Meeting Minutes**

**Project:** Thunderbird Lane Traffic Signal (for Stanton Central Park)  
**From:** Brent Chamberlain, PENCO Engineering, Inc.  
**Purpose:** Field Diagnostic Meeting  
**Date/Time:** 8/6/15, 10:00 am

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**Attendees:**

1. Allan Rigg - Stanton
2. Chi Cheung To - CPUC
3. Chris Keckeisen - UPRR
4. Brent Chamberlain - PENCO
5. Miguel Hernandez - PENCO

1. Even though the track has not been used in recent history, UPRR needs the track because:
  - a. It is adjacent to the "Y" on the east side of Western Avenue so that rail traffic can use the Western Avenue spur for storage or maneuvers.
  - b. The possibility that a business on the west side of Western Avenue could require access.
2. The park is scheduled to open in June, 2016.
3. The CPUC staff and the City staff's preferred option is for UPRR to abandon the track. Chris has asked the UP Operating Department if the track can be abandoned and the response was "no". He will continue to ask.
4. Second option is the "Out of Service" condition.
  - a. Stanton would remove the advance pavement markings, advance signs, and stop bars and install R8-9 "Tracks Out of Service" sign on each approach.
  - b. UPRR would remove all warning devices and agree to not run any trains.
5. Both options would take about one year to process. Chris will provide Stanton with contact information for Lupe Valdez who coordinates with elected officials.
6. Other options discussed include:
  - a. Temporarily take the tracks out of service.
  - b. Limited ingress/egress, right in/right out at Thunderbird Lane and signalize the northerly driveway. City can also relocate the southerly driveway further north.

- c. Passive push button pedestrian/flashing crossing. Actuated switch or flashing crossing are considered active which may require interconnections.
  - d. Use traffic loops instead of interconnect. PENCO to have traffic engineer evaluate this option. However, Chi advised that given that the clear shortage distance is less than 200 feet, pre-emption is the most probable solution.
  - e. PENCO/Stanton would need to convince the UP signal department and CPUC to accept these options.
7. Chi stated several improvements that will be required:
- a. The center median lane is not guarded by a gate so the City will need to install a concrete curb raised median island on both sides of the tracks. There was mild dispute if the gate covered the median or not because the maximum gate length is 30' to 32' and the half width of the street is 32' (5' bike lane, 2 x 11' thru lanes and half of the 10' center lane equals 32').
  - b. Raised Truncated Domes (RTD) are needed for all four sidewalk points of connection to the tracks. They must be installed either two feet in front of the warning gate or 12 feet from the nearest rail.
  - c. The red flashing lights on the gates must be replaced with LED lights.
  - d. Flashing lights will need to be installed on posts in the median islands.
8. The City of Stanton is financially responsible for all the improvements. Chris needs to start a pre-engineering agreement.
9. Once a solution is agreed upon, the City can submit the GO-88B form, which will take 45 days to review and return. The GO-88B form requires concurrence from UPRR. PENCO will submit a draft application for Chi's review prior to formal submission.

Note to meeting attendees: Please review and comment on this draft copy of the meeting minutes. If no comments, corrections or additions are received, this draft will serve as the final copy.

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** November 10, 2015

**SUBJECT: ELECTIONS CODE 9212 REPORT RELATING TO THE CITY COUNCIL TERM LIMITS INITIATIVE MEASURE AND THE TRANSACTIONS AND USE TAX REPEAL INITIATIVE MEASURE**

### **REPORT IN BRIEF:**

On October 13, 2015, the City Council received, filed, and accepted the Certificates as to Verification of Signatures on Petition for the two measures as valid. The two measures would limit the amount of time a City Council Member could serve in office to two terms ("Term Limits Measure") and would repeal the City's local, voter-approved transactions and use (sales) tax in its entirety ("Repeal Measure"). At the same meeting, the City Council directed staff to prepare a report, within 30 days, on the impact of the measures. The purpose of this staff report is to present a preliminary impact analysis of the Term Limits Measure and the Repeal Measure on the City's finances and its ability to provide public services. It is recommended that City Council receive and file the report and adopt the necessary resolutions to place the initiatives on the November 8, 2016 ballot.

### **RECOMMENDED ACTION:**

1. City Council declare that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Receive and file this impact report and order the placement of the Term Limits and Repeal Measures on the November 8, 2016 general municipal election ballot by adopting the following Resolutions:
  - Resolution No. 2015-41 calling and giving notice of the holding of a General Municipal election on Tuesday, November 8, 2016, for the submission of a proposed ordinance establishing a two-term limit on City Council service.



- Resolution No. 2015-42 calling and giving notice of the holding of a General Municipal election on Tuesday, November 8, 2016, for the submission of a proposed ordinance repealing the transactions and use tax in its entirety.

## **BACKGROUND:**

City Council is made up of 5 at-large elected officials, serving staggered 4-year terms. There is currently no limit on the total number of terms City Council Members may serve.

In November 2014, Stanton voters approved Measure GG, the Stanton 9-1-1 Public Safety and Essential City Services Protection Measure by a 55% to 45% margin. The one cent transactions and use tax that the measure called for took effect on April 1, 2015.

On March 3, 2015, the City received Notices of Intent to Circulate a Petition regarding two proposed local initiative measures. The first measure would repeal the City's transactions and use tax in its entirety ("Repeal Measure"). The second measure would limit the amount of time a City Council Member could serve in office to two terms ("Term Limits Measure").

In accordance with the Elections Code, the City Attorney's office prepared and sent ballot titles and impartial summaries for both Measures to the petitioner on March 10, 2015. The petitioner then had had six months to gather enough signatures to qualify the Measures for the ballot. On August 25, 2015, the Petitioner submitted signed petitions for both Measures to the City Clerk's Office.

On October 1, 2015, the City Clerk's Office, in conjunction with the Orange County Registrar of Voters, verified that the Repeal Measure petition contained 238 valid signatures and that the Term Limits Measure petition contained 1,278 valid signatures. The Elections Code normally requires the signatures of at least 10 percent of the City's registered voters to qualify a local initiative measure. With 1,278 signatures, the Term Limits Measure has met the 10% standard (out of a total of 12,783 registered voters in the City).

Normally 238 signatures would be insufficient to qualify a measure in Stanton, as this does not meet the general 10% standard. However, because the Repeal Measure concerns the repeal of a local tax, a special rule under the California Constitution applies (Proposition 218) which significantly reduces the signature requirement. Under Proposition 218, the Repeal Measure only requires signatures of 5 percent of Stanton voters who voted for all candidates for Governor at the last gubernatorial election (November, 2014). The City Clerk's Office has confirmed that 4,754 Stanton voters voted for all candidates for Governor at the last gubernatorial election, and therefore, the signature requirement is only 238.

Therefore, both Measures have obtained the required signatures and qualified for the ballot. The two Certificates as to Verification of Signatures on Petition were received, filed and accepted as valid in all respects by City Council on October 13, 2015. On the same date, City Council requested this impact report to be prepared.

### **ANALYSIS/JUSTIFICATION:**

The impartial and informational reports pursuant to Elections Code 9212 follow this staff report as Attachments A and B.

### **Options for Calling an Election**

Now that staff has presented these impartial and informational reports, the City Council has different options under the Elections Code. For the Term Limits Measure, there is only one option - to submit the Term Limits Measure to the voters at the next regular municipal election, which is November 6, 2016. There are three options for City Council to consider for the Repeal Measure:

- a. Adopt the Measure as an ordinance, without alteration;
- b. Submit the Measure to the voters at the next regular municipal election. A "regular election" is one where Council Members are elected. That would be November 6, 2016;
- c. Submit the Measure to the voters at a special election between 88 and 103 days after the City Council calls the election (between February 6 and February 21, 2016).

It would not be recommended for the City Council to adopt the Measure as submitted. As shown above, it would have a significant impact on City services. More importantly, the transactions and use tax was approved by the voters just one year ago. Any future modification to the tax should also be made by the voters.

Calling a special election would cost the City approximately \$30,000 which is not a budgeted expense. Further, fewer residents would get a say in the decision if a special election was called for, as the turnout for special elections are almost always lower than for a general election.

Putting the measure on the City's next general election on November 6, 2016, would not incur significant additional expenses since it is already budgeted for the City Council election. Estimated costs for putting the measure the November 6, 2016 election would be an additional \$10,000, making it the least expensive alternative. Further, the timing would allow Stanton residents the opportunity to be fully educated on the matter before being asked to vote on the Measure.

**FISCAL IMPACT:**

There is no fiscal impact to the budget as a result of City Council action on this item. The Term Limits Measure, if approved by the voters, would have a limited financial impact - likely between \$0 and \$29,800 annually. The Repeal Measure, however, would result in a minimum of a \$3.3 million annual reduction to the City's General Fund if approved by the voters.

**ENVIRONMENTAL IMPACT:**

Not applicable.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

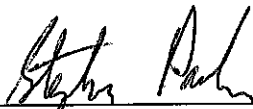
Through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

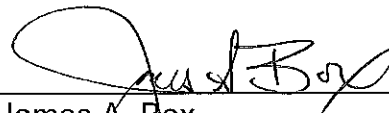
3. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved by:



Stephen M. Parker, CPA  
Administrative Services Director



James A. Box  
City Manager

**Attachments:**

- A. Term Limits Measure Impartial and Informational Report
- B. Repeal Measure Impartial and Informational Report
- C. Orange County Fire Authority Letter in Response to Potential Reduction Request
- D. Resolution No. 2015-41
- E. Resolution No. 2015-42

### Term Limits Measure

While assessing the impacts from the Term Limits Measure are difficult, and require a considerable amount of assumptions, it can be identified that they would be limited. The most significant impact of the Term Limits Measure would be the lack of institutional knowledge that would be on the City Council once the incumbents are termed out. It is difficult to assess the result of that lack of organizational information. If long-tenured City employees continue service for the City, it could be argued that there would not be a significant negative detriment.

Should the Term Limits Measure pass, it would take effect for the November 2018 election. At that point, all City Council Members elected would only be able to serve two terms. This means that it is likely that three new City Council Members will take office in December 2026, with an additional set of two new City Council Members likely taking office in December 2028.

While there would be an increase in training costs for educating five new Council Members over three fiscal years, the training costs should not exceed \$5,000 per City Council Member during their initial year of service. While that is a large percent increase over the current budget of less than \$1,600 per City Council Member, the increase would be a rather small percentage of the City's budget. If the assumptions proved to be correct, there would be a cost increase to the City of \$17,000 in the 2026-27 through 2028-29 fiscal years. This cost would repeat over the same three fiscal years every eight years. The cumulative amount of the assumed increase is less than one tenth of one percent of the City's budget, and would be spread over eight fiscal years.

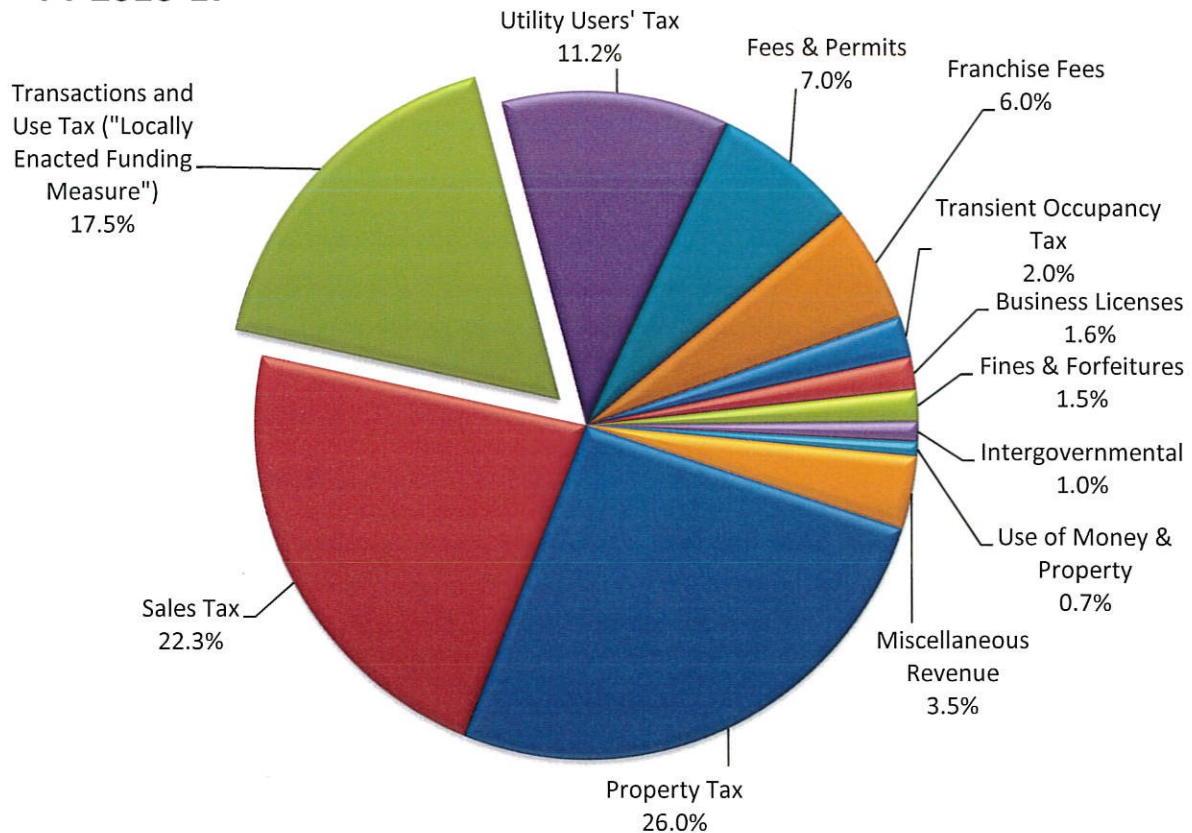
One of the past three and two of the past six elections were not conducted due to lack of opposition. The possibility of candidates running un-opposed would likely decrease if the Term Limits Measure passed. The average election costs the City approximately \$19,000. It could be argued that the City will see an increase in expenditures of approximately \$19,000 every six years with the Term Limits Measure. This amount, however, is also a very small component of the City's overall budget (0.1% of the current budget), and spread out over six fiscal years.

After assessing the costs to the City, should the Term Limits Measure pass, it can be stated that there would not be a significant financial impact on the City. As was stated earlier, the largest impact is likely to be the lack of institutional knowledge on the City's decision-making body. The effects of that situation are impossible to quantify.

## Repeal of Locally-Enacted Funding Measure

If the Repeal Measure were to pass, it would affect the City in the 2016-17 fiscal year. In the City of Stanton's adopted Fiscal Year 2016-17 budget, \$3.3 million in transaction and use tax revenues are anticipated, which represents approximately 17.5% of the City's overall General Fund revenues, excluding transfers in from other City funds. Proceeds from the voter-enacted transactions and use tax are the third largest revenue source for the City, after property taxes (26.0%) and sales taxes (22.3%).

### **General Fund Revenue by Source FY 2016-17**



If the local voter-enacted transactions and use (sales) tax was eliminated, the City would not be able to provide services and programs at the levels currently experienced by residents and businesses. In 2011 to 2013, in light of the recent global economic crisis and the elimination of redevelopment agencies, the City of Stanton made significant cuts. In an attempt to balance the City's budget with decreased revenues, one third of full-time positions were cut, comprehensive pension reforms were implemented, vendor contracts were renegotiated, and equipment and supplies and overtime budgets were reduced to a minimum. In the short-term, cities can extend maintenance cycles or defer purchases to future years – something the City has done in recent years. The Repeal Measure, if approved, would be permanent, however. Therefore, only permanent spending reductions can be contemplated.

The following section provides an overall summary of potential impacts if the Repeal Measure were approved. It should be noted that this is a preliminary analysis of potential cuts to respond to a permanent and immediate 17.5% loss in revenues – a loss of \$3.3 million each year. A 17.5% loss in revenue would have a substantial impact on service levels throughout the City. Public safety and other municipal services would be reduced significantly and recreational programs would be cut. The 30-day timeframe available does not provide sufficient time for the outreach needed to accurately ascertain community values or to finalize the precise cuts that would be required due to this loss in revenue. This analysis is City management's view of the levels of service reductions needed to address a loss of revenues of this magnitude. Actual service cuts would require far more planning and coordination with the community, City Council, and City contractors to determine the best path forward, but any other solution to make up the loss of revenues would have similar impacts on the City.

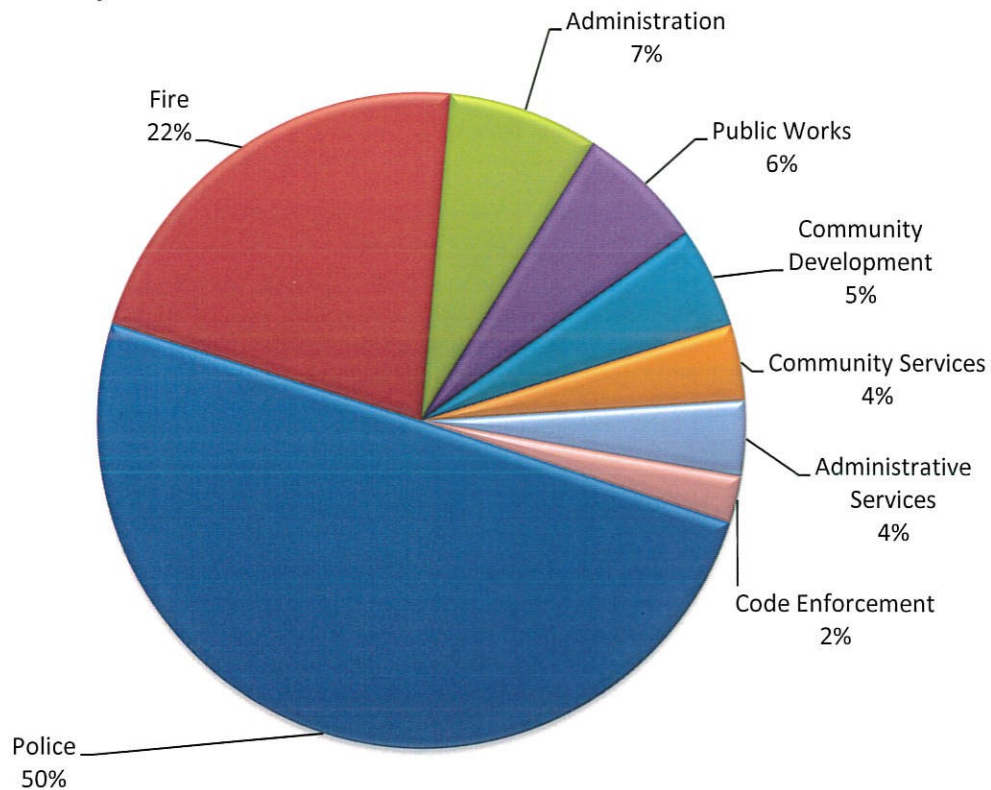
The initial cuts that would be made if the Repeal Measure were approved would be the elimination of the programs that were funded from the "Stanton 9-1-1 Public Safety and Essential City Services Protection Measure". Those cuts include the:

- Elimination of two Orange County Sheriff Department Deputies, including a Motor Deputy and a Community Enhancement Deputy
- Elimination of one Code Enforcement Officer
- Elimination of funding for school crossing guards
- Elimination of additional funding for economic development

Once those public safety and economic development cuts were made, there would still need to be an additional \$2.5 million in cuts to make up for the rest of the loss of revenue. The cuts sustained by each department would be relative to its share of the City's budget. The graph below identifies the General Fund expenditures by department for FY 2016-17.



## General Fund Expenditures by Department, FY 2016-17



After the initial cuts, in order to make up the remaining \$2.5 million, the City would need to make cuts exceeding \$710,000, with \$1.22 million in cuts coming from the Orange County Sheriff's Department and \$560,000 in cuts from Orange County Fire Authority.

As a part of preparing this report, both the Orange County Sheriff's Department and Orange County Fire Authority were contacted. Staff was unable to receive a formal response from the Orange County Sheriff's Department (OCSD). However, OCSD has previously provided the City with a breakdown of costs for their FY 2015-16 contract with the City. In the breakdown, the cost in terms of salary and benefits for a Deputy Sheriff II position is identified as \$221,759. When factoring in other costs for each deputy such as transportation, training and holiday pay, it appears that \$1.22 million in cuts to police services would equal a reduction of five Deputy Sheriff II positions (in addition to the Motor Deputy and the Community Enhancement Deputy that were added due to the Stanton 9-1-1 Public Safety and Essential City Services Protection Measure). This would result in only 15 patrol deputies available to the City (over 4 shifts). It should be pointed out that in 2012 when the City made cuts to the OCSD contract in an attempt to balance the budget, the City was informed that OCSD believed the minimum number of Deputy Sheriff's needed in Stanton for the safety of the deputies was 20. It is not known if OCSD would be willing to decrease the number of deputies by 25% less than the level they identified three years ago as the minimum level of staffing required. As

such, it is unclear where the necessary reduction of \$1.22 million would come from.

The Orange County Fire Authority (OCFA) was contacted by the City in the course of preparing this report. It was explained to them that their share of cost reductions should the Repeal Measure be approved was \$560,000. OCFA operates in three shifts, and Stanton was notified that the cost for a single firefighter/paramedic is approximately \$220,000. Therefore, in order to reach the cost reductions necessary, one firefighter/paramedic would need to be reduced for each of the three shifts (resulting in a decrease of approximately \$660,000). The City currently is served by one 3-person Engine and one 2-person Paramedic Van. OCFA explained that neither of those units could be functional with one less firefighter/paramedic. As there is no readily identifiable solution to the cost reductions the City would need, OCFA informed the City that they would need to perform a full analysis of the service configuration to determine what options, if any, might be feasible. Such an analysis would not be possible to complete in the period of time staff had to complete this report. As such, it is unclear where the necessary reduction of \$560,000 would come from.

Municipalities are service-based organizations, meaning that most of the operating costs are personnel-related. The City of Stanton is a municipality that is referred to as a contract City. This means that many of the City's services are contracted out to other agencies. In addition to the police and fire protection services noted above, building inspection, information technology, animal control, City Attorney and other services are contracted to other organizations. Contract services and employee costs amount to 92% of the City's budget. Due to a high number of services already contracted to other agencies, as well as to the large cuts that were already made in the 2011-2013 years as previously described, it is challenging to find areas to make cuts without affecting service levels. As a result, in order to achieve the required reduction of more than \$710,000 to the City's operating budget, many City positions would need to be affected.

City cuts would include the elimination of economic development programs that were funded from the "Stanton 9-1-1 Public Safety and Essential City Services Protection Measure". City management estimates that an additional 9.4 full time equivalent positions would need to be eliminated in order to achieve the \$710,000 in cuts that would be necessary should the Repeal Measure be approved. Cuts would be recommended across every City department including Public Works, Community Services, Community Development, Administration and Administrative Services. The proposed number of positions to be eliminated amount to 20% of the City's current FTE's and 31.5% of the General Fund's FTE's.

Removing employees from all departments would adversely affect customer service, from a longer wait to obtain business licenses to a significantly slower turnaround for an architectural plan check. It should also be noted that there would be significant impacts on those employees remaining, as workloads would increase over levels already stretched thin due to cuts endured between 2011 and 2013. If this were to happen, employee turnover would likely increase and overall morale would decrease significantly.



With the elimination of non-grant-funded positions in the Community Services Department, staff that facilitate City events would no longer be available, resulting in the cancellation of all City special events including:

- Mayor's Prayer Breakfast
- Easter Egg Hunt, Pancake Breakfast and Resource Fair
- Spring Car Show
- Community Garage Sale
- National Night Out
- Paws in the Park
- Halloween Fun with Family and Friends
- Senior Health and Wellness Fair and Flu Shot Clinic
- Veterans Day Event
- Christmas Tree Lighting Celebrating Holidays Around the World
- The Summer Concert Series that is currently planned with the June 2016 completion of the Stanton Central Park

In addition to City special events, there are a number of other ways in which the Community Services Department impacts thousands of lives in the community annually. These services would all end or be greatly reduced, including:

- Offering classes and camps to over 16,675 people of all generations, from preschool and youth to seniors
- Fielding and answering 22,100 information and referral inquiries
- Offering over 1,400 people, youth and family counseling, domestic violence counseling, parenting classes, case management, family advocacy and anger management classes
- Delivering meals to 300 home-bound seniors each week
- Offering after school programming to over 500 children
- Serving over 5,000 seniors with: health screenings, exercise classes, a flu clinic, a congregate lunch program, driving classes, a transportation program, Bingo, food distribution and outing opportunities
- Organizing and implementing over 500 picnic shelter rentals, facility uses and Civic Hall rentals each year
- Tutoring over 600 school aged youth
- Provide volunteer opportunities to 500 high school students
- Assisting in the implementation of the Neighborhood Watch program in 18 Stanton neighborhoods to date

The elimination of economic development programs would result in the elimination of the Stanton Business Alliance and remove resources that help attract new businesses and create jobs. Funded programs that would be eliminated include:

- The Exterior/Façade Improvement Program, where the City shares the cost of improving building exteriors and adding security measures

- The Job Creation and Retention Program, where the City partners with local organizations to provide assistance such as assistance with job fairs, on-site recruitments and customized workshops for employees
- A Fee Deferral Program, which helps entrepreneurs start new businesses by providing more time to pay start-up fees
- The Livable Beach Boulevard Mobility Implementation Program, which provides matching funds to businesses who implement beautification efforts along Beach Boulevard.
- An Improvement Rebate Program, which encourages residents to shop local by refunding 45% of permit fees when they purchase construction materials from local City businesses

#### Additional Revenue Considerations

Most functions in the City have some associated revenue. Any program or service cuts would need to be cognizant of the potential additional revenue losses that could occur. For example, a loss of employees in the Community Services Department would leave the City unable to fully collect Parks and Recreation fees. If this were to occur, the majority of the \$48,000 budgeted from Parks and Recreation Fees would also be lost, meaning that additional cuts would be necessary beyond the \$3.3 million lost through the transactions and use tax.

The same would be true for grants and other non-General Fund revenues that could be impacted if staffing and service levels did not meet minimum requirements.



## ORANGE COUNTY FIRE AUTHORITY

P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Jeff Bowman, Fire Chief

(714) 573-6000

[www.ocfa.org](http://www.ocfa.org)

November 3, 2015

Stephen M. Parker  
Administrative Services Manager  
City of Stanton  
7800 Katella Avenue  
Stanton, CA 90680

Dear Mr. Parker:

Following our conversation regarding the potential repeal of Stanton's tax measure, I'm providing you with the information below in response to your hypothetical question regarding Orange County Fire Authority staffing in the City of Stanton.

Generally speaking, the cost for a single firefighter/paramedic (FF/PM) is about \$220,000 including salary, retirement, health benefits, etc. However, a single FF/PM "post-position" requires three FF/PMs in order to cover all three 24-hour shifts; therefore, the cost for a single FF/PM "post-position" (three employees) is about \$660,000. Stanton currently has one 3-person Engine, and one 2-person Paramedic Van. Neither unit can function with one less FF/PM position as staffing; therefore, we would need to perform a full analysis of the service configuration to determine what options, if any, might be feasible.

Please contact me at (714) 573-6020 if you have questions or would like additional information.

Sincerely,

A handwritten signature in cursive script that reads "Lori Zeller".

Lori Zeller, Assistant Chief  
Business Services Department

cc: Jim Box, City Manager  
Dave Steffen, Division Chief  
Executive Management

## RESOLUTION NO. 2015-41

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON NOVEMBER 8, 2016 FOR THE SUBMISSION OF A PROPOSED ORDINANCE/MEASURE ESTABLISHING A TWO-TERM LIMIT ON CITY COUNCIL SERVICE, REQUESTING THAT THE ORANGE COUNTY BOARD OF SUPERVISORS CONSOLIDATE THIS ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, AND SETTING RULES FOR DIRECT ARGUMENTS AND REBUTTALS CONCERNING THE PROPOSED ORDINANCE/MEASURE**

**WHEREAS**, pursuant to authority provided by law, petitions have been filed with the City Council of the City of Stanton, signed by at least ten (10%) percent of the number of registered voters of the City, to submit to the qualified electors a proposed ordinance amending the Stanton Municipal Code by establishing a two-term limit on City Council service (the "Measure"); and

**WHEREAS**, the City Clerk's office with assistance from the Orange County Registrar-Recorder/County Clerk examined the records of registration and ascertained that pursuant to California Elections Code Section 9215 the petitions are signed by the requisite number of voters, and has so certified; and

**WHEREAS**, the City Council has not voted in favor of the adoption of the Measure but is required by California statute to place it before Stanton's voters; and

**WHEREAS**, the City Council is authorized and directed by the California Elections Code to submit the Measure to the voters.

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

**SECTION 1.** Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

**SECTION 2.** Pursuant to the California Elections Code and any other applicable requirements of the laws of the State of California relating to general law cities, the City Council hereby calls and orders to be held in the City of Stanton on Tuesday, November 8, 2016, a General Municipal Election for the purpose of submitting the Measure attached hereto as Exhibit "A" and incorporated herein by this reference to the qualified electors.

**SECTION 3.** The City Council, pursuant to the California Elections Code, hereby orders that the following question be submitted to the qualified electors of the City of Stanton at the election to be held on November 8, 2016:

<b>Stanton City Council Term Limits.</b> Shall the City of Stanton adopt a measure providing that a person may not hold office as a City Council member if he or she has, after December 31, 2015, served on the City Council for two full terms?	<b>YES</b>
	<b>NO</b>

**SECTION 4.** Approval of the Measure shall require a majority vote of the total number of valid ballots cast and counted.

**SECTION 5.** Notice of the time and place of the election is hereby given. The City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 6.** The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election. The ballots to be used at the election shall be in form and content as required by law.

**SECTION 7.** The City Treasurer is hereby authorized and directed to appropriate the necessary funds to pay for the City's cost of placing the Measure on the election ballot.

**SECTION 8.** The polls shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed.

**SECTION 9.** The City Council requests that the Board of Supervisors of Orange County consolidate the election on the Measure with the established Statewide General Election to be held the same day and the Registrar of Voters of Orange County conduct the election in the manner provided by law. Pursuant to California Elections Code Section 10400 et seq., the City Clerk is directed to file a certified copy of this Resolution with the Board of Supervisors of Orange County and the Registrar of Voters of Orange County on or before December 1, 2015.

**SECTION 10.** The City Clerk is hereby directed to transmit a copy of the Measure set forth in Section 2 above to the City Attorney, who shall prepare an impartial analysis of the Measure in accordance with Section 9280 of the Elections Code not to exceed 500 words in length. The impartial analysis shall show the effect of the Measure on existing law and the operation of the Measure. It shall also include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, or in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **"The above statement is an impartial analysis of Ordinance or Measure \_\_\_\_\_. If you desire a copy of the ordinance or measure, please call the election official's office**

**at (714) 890-4245 and a copy will be mailed at no cost to you.”** The impartial analysis shall be filed no later than the deadline for direct arguments.

**SECTION 11.** Pursuant to California Elections Code Sections 9282 and 9286, the persons who filed the petition may file a written argument in favor of the Measure and the City Council, or any member(s) of the City Council so designated by the City Council, may file a written argument against the Measure. Such persons may change the argument until and including the date fixed below by the City Clerk, after which no arguments for or against the City Measure or any changes thereto may be submitted to the City Clerk.

The deadline to submit arguments for or against the City Measure pursuant to this Resolution is declared by the City Clerk to be 5:30 p.m. on **August 12, 2016.**

The arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

**SECTION 12.** Pursuant to California Elections Code Section 9285, when the elections official has selected the arguments for and against the Measure which will be printed and distributed to the voters, the elections official shall send a copy of an argument in favor of the Measure to the authors of any argument against the Measure and a copy of an argument against the Measure to the authors of any argument in favor of the Measure immediately upon receiving the arguments.

The author or a majority of the authors of an argument relating to the Measure may prepare and submit a rebuttal argument not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument. A rebuttal argument may not be signed by more than five authors.

A rebuttal argument shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers, not later than Monday, December 7, 2015.

Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

**SECTION 13.** In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 14.** The City Council finds that this Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) 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.

**SECTION 15.** Severability. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

**SECTION 16.** This Resolution shall become effective upon its adoption.

**SECTION 17.** The City Clerk shall certify to the adoption of this Resolution.

**ADOPTED, SIGNED AND APPROVED** this 10<sup>th</sup> day of November, 2015

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A. A. ETHANS, MAYOR

APPROVED AS TO FORM:

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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. 2015-41 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 November 10, 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



Exhibit "A"

ORDINANCE NO. 1044

MEASURE "B"

AN ORDINANCE OF THE PEOPLE OF THE CITY OF STANTON  
ESTABLISHING A TWO-TERM LIMIT ON CITY COUNCIL SERVICE.

THE PEOPLE OF THE CITY OF STANTON, CALIFORNIA DO HEREBY  
ORDAIN AS FOLLOWS:

SECTION 1. **Section 2.04.070 Added to Municipal Code.** Section 2.04.070 is hereby added to Chapter 2.04 of Title 2 of the Stanton Municipal Code, to read as follows:

"2.04.070. A person is ineligible to hold office as a member of the City Council if such person has subsequent to December 31, 2015 served on the City Council for two full terms."

SECTION 2. **Effective Date.** Pursuant to California Government Code §36502 and California Elections Code §9217, if a majority of the qualified voters voting in the election on Measure "B" vote in favor of the adoption of such measure, this ordinance shall be deemed valid and binding and shall be considered as adopted upon the date that the vote is declared by the City Council, and shall go into effect ten (10) days after that date.

SECTION 3. **Severability.** The provisions of this ordinance are severable. If any provision of this measure or application thereof is held invalid, that invalidity shall not affect other provisions or applications if they can be given effect without the invalid provision or application.

SECTION 4. **Certification/Summary.** Following the City Clerk's certification that the citizens of Stanton have approved this Ordinance, the Mayor shall sign this Ordinance and the City Clerk shall cause the same to be entered in the book of original ordinances of said City; and shall cause the same, or a summary thereof, to be published as required by law.

Adopted by the People of the City of Stanton on the 8th day of November, 2016.

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Mayor of the City of Stanton

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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Matthew E. Richardson  
City Attorney

## RESOLUTION NO. 2015-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION ON NOVEMBER 8, 2016 FOR THE SUBMISSION OF A PROPOSED ORDINANCE/MEASURE REPEALING THE CITY'S VOTER-ENACTED TRANSACTIONS AND USE TAX IN ITS ENTIRETY, REQUESTING THAT THE ORANGE COUNTY BOARD OF SUPERVISORS CONSOLIDATE THIS ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016, AND SETTING RULES FOR DIRECT ARGUMENTS AND REBUTTALS CONCERNING THE PROPOSED ORDINANCE/MEASURE**

**WHEREAS**, pursuant to authority provided by law, petitions have been filed with the City Council of the City of Stanton, signed by at least five percent (5%) of the number of registered voters of the City who voted for any gubernatorial candidate at the last election (November 2014) to submit to the qualified electors a proposed ordinance amending the Stanton Municipal Code by repealing the Transactions and Use Tax in its entirety (the "Measure"); and

**WHEREAS**, the City Clerk's office with assistance from the Orange County Registrar-Recorder/County Clerk examined the records of registration and ascertained that pursuant to California Proposition 218 (Calif. Const. Art. XIII, Section 3) the petitions are signed by the requisite number of voters, and has so certified; and

**WHEREAS**, for the reasons articulated immediately below, the City Council has not voted in favor of adoption of the Measure but is required by California statute to place it before Stanton's voters; and

**WHEREAS**, the voter-enacted transactions and use tax provides the City with over \$3 million annually for public safety and other community services for all residents and businesses, which have no other funding source; and

**WHEREAS**, the City budget specifies that without these funds the City would no longer be able to maintain local services including fire protection, neighborhood sheriff patrols, 9-1-1 response times, gang and youth violence prevention, senior programs and programs to stimulate local economic growth; and

**WHEREAS**, if the transactions and use tax is repealed, the City would need to eliminate the new increases to public safety services and economic development/job creation programs, including two Sheriff's deputies, one Code Enforcement officer, Business Relation funding, and funding for school crossing guards; and

**WHEREAS**, even with the above public safety and economic development cuts, without funding from the transactions and use tax, the City would still need to make an additional \$2.5 million in cuts to balance the budget, resulting in substantial reductions to nearly every City service; and

**WHEREAS**, because public safety services represents over 71% of the City's budget, public safety services would bear over 71% of the additional cuts, which equates to \$1.22 million in cuts to the Orange County Sheriff's Department, \$560,000 in cuts to the Orange County Fire Authority and over \$710,000 in cuts to other essential City services; and

**WHEREAS**, as both County Fire and Sheriffs believe their front-line public safety employees are at the minimum level of staffing to adequately perform their jobs, the cuts will have a significant negative impact on safety services and will result in fewer police patrols, increased 9-1-1 response times, and a lowered level of fire protection services and firefighters/paramedics; and

**WHEREAS**, the loss of this funding would severely reduce economic development funds, eliminating the Stanton Business Alliance and removing resources that help attract new businesses and create jobs; and

**WHEREAS**, the City Council is authorized and directed by the California Elections Code to submit the Measure to the voters.

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

**SECTION 1.** Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated and made an operative part of this Resolution.

**SECTION 2.** Pursuant to the California Elections Code and any other applicable requirements of the laws of the State of California relating to general law cities, the City Council hereby calls and orders to be held in the City of Stanton on Tuesday, November 8, 2016, a General Municipal Election for the purpose of submitting the Measure attached hereto as Exhibit "A" and incorporated herein by this reference to the qualified electors.

**SECTION 3.** The City Council, pursuant to the California Elections Code, hereby orders that the following question be submitted to the qualified electors of the City of Stanton at the election to be held on November 8, 2016:

<b>Eliminate Funding for Stanton 9-1-1 Public Safety and Essential Services Protection Measure.</b> Shall City of Stanton Ordinance #1045, adopted by voters on November 4, 2014, to generate revenues for city services such as neighborhood police patrols, fire protection services/paramedics, business/job creation, and senior programs, be repealed?	<b>YES</b>
	<b>NO</b>

**SECTION 4.** Approval of the Measure shall require a majority vote of the total number of valid ballots cast and counted.

**SECTION 5.** Notice of the time and place of the election is hereby given. The City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

**SECTION 6.** The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election. The ballots to be used at the election shall be in form and content as required by law.

**SECTION 7.** The City Treasurer is hereby authorized and directed to appropriate the necessary funds to pay for the City's cost of placing the Measure on the election ballot.

**SECTION 8.** The polls shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed.

**SECTION 9.** The City Council requests that the Board of Supervisors of Orange County consolidate the election on the Measure with the established Statewide General Election to be held the same day and the Registrar of Voters of Orange County conduct the election in the manner provided by law. Pursuant to California Elections Code Section 10400 et seq., the City Clerk is directed to file a certified copy of this Resolution with the Board of Supervisors of Orange County and the Registrar of Voters of Orange County on or before December 1, 2015.

**SECTION 10.** The City Clerk is hereby directed to transmit a copy of the Measure set forth in Section 2 above to the City Attorney, who shall prepare an impartial analysis of the Measure in accordance with Section 9280 of the Elections Code not to exceed 500 words in length. The impartial analysis shall show the effect of the Measure on existing law and the operation of the Measure. It shall also include a statement indicating whether the Measure was placed on the ballot by a petition signed by the requisite number of voters or by the City Council. In the event the entire text of the Measure is not printed on the ballot, or in the voter information portion of the sample ballot, there shall be printed immediately below the impartial analysis, in no less than 10-font bold type, the following: **"The above statement is an impartial analysis of Ordinance or Measure \_\_\_\_\_. If you desire a copy of the ordinance or measure, please call the election official's office at (714) 890-4245 and a copy will be mailed at no cost to you."** The impartial analysis shall be filed no later than the deadline for direct arguments.

**SECTION 11.** Pursuant to California Elections Code Sections 9282 and 9286, the persons who filed the petition may file a written argument in favor of the Measure and the City Council, or any member(s) of the City Council so designated by the City Council, may file a written argument against the Measure. Such persons may change the argument until and including the date fixed below by the City Clerk, after which no arguments for or against the City Measure or any changes thereto may be submitted to the City Clerk.

The deadline to submit arguments for or against the City Measure pursuant to this Resolution is declared by the City Clerk to be 5:30 p.m. on **August 12, 2016**.

The arguments shall be filed with the City Clerk, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

**SECTION 12.** Pursuant to California Elections Code Section 9285, when the elections official has selected the arguments for and against the Measure which will be printed and distributed to the voters, the elections official shall send a copy of an argument in favor of the Measure to the authors of any argument against the Measure and a copy of an argument against the Measure to the authors of any argument in favor of the Measure immediately upon receiving the arguments. No rebuttal arguments are authorized in this Election

**SECTION 13.** In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

**SECTION 14.** The City Council finds that this Resolution is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment), and 15060(c)(3) (the activity is not a project as defined in Section 15378) 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.

**SECTION 15.** Severability. The provisions of this Resolution are severable and if any provision of this Resolution is held invalid, that provision shall be severed from the Resolution and the remainder of this Resolution shall continue in full force and effect, and not be affected by such invalidity.

**SECTION 16.** This Resolution shall become effective upon its adoption.

**SECTION 17.** The City Clerk shall certify to the adoption of this Resolution.

**ADOPTED, SIGNED AND APPROVED** this 10th day of November, 2015

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A. A. ETHANS, MAYOR

APPROVED AS TO FORM:

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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. 2015-42 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 November 10, 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

Exhibit "A"

ORDINANCE NO. 1045

MEASURE "A"

AN ORDINANCE OF THE PEOPLE OF THE CITY OF STANTON  
REPEALING THE CITY'S TRANSACTIONS AND USE TAX IN ITS  
ENTIRETY.

THE PEOPLE OF THE CITY OF STANTON, CALIFORNIA DO HEREBY  
ORDAIN AS FOLLOWS:

**SECTION 1. Repeal of City's Transactions and Use Tax in its Entirety.**  
Chapter 3.05 of Title 3 of the Stanton Municipal Code, authorizing the City's  
Transactions and Use Tax, is hereby repealed in its entirety.

**SECTION 2. Effective Date.** Pursuant to California Constitution Article XIII C §3  
and California Elections Code §9217, if a majority of the qualified voters voting in the  
election on Measure "A" vote in favor of the adoption of such measure, this ordinance  
shall be deemed valid and binding and shall be considered as adopted upon the date  
that the vote is declared by the City Council, and shall go into effect ten (10) days after  
that date.

**SECTION 3. Severability.** The provisions of this ordinance are severable. If  
any provision of this measure or application thereof is held invalid, that invalidity shall  
not affect other provisions or applications if they can be given effect without the invalid  
provision or application.

**SECTION 4. Certification/Summary.** Following the City Clerk's certification  
that the citizens of Stanton have approved this Ordinance, the Mayor shall sign this  
Ordinance and the City Clerk shall cause the same to be entered in the book of original  
ordinances of said City; and shall cause the same, or a summary thereof, to be  
published as required by law.



Adopted by the People of the City of Stanton on the 8<sup>th</sup> day of November, 2016.

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Mayor of the City of Stanton

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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Matthew E. Richardson  
City Attorney