



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, MAY 10, 2016 - 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, MAY 9, 2016 WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.

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

1. **CLOSED SESSION** **None.**
2. **CALL TO ORDER REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL** Council/Agency/Authority Member Ethans
Council/Agency/Authority Member Ramirez
Council/Agency/Authority Member Shawver
Mayor Pro Tem/Vice Chairman Warren
Mayor/Chairman Donahue

5. SPECIAL PRESENTATIONS AND AWARDS

- Presentation of city tile of appreciation to Sergeant Kurt Bourne, Orange County Sheriff's Department.
- Presentation of commendation to Dr. Robert Cunard, Principal, Magnolia High School.
- Presentation of Certificate of Recognition honoring Harry's Café, Andreas Psaras as Business of the Month for the month of May 2016.
- Presentation of Certificate of Recognition honoring Donna McGee as Volunteer of the Month for the month of May 2016.

6. 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

6A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED

RECOMMENDED ACTION:

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

6B. APPROVAL OF WARRANTS

City Council approve demand warrants dated April 20, April 25, and April 28, 2016, in the amount of \$1,489,450.47.

CC/SA/SHA AGENDA – Joint Regular Meeting – May 10, 2016 - Page 2

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

6C. APPROVAL OF MINUTES

1. City Council/Agency/Authority Board approve Minutes of Regular Joint Meeting – April 26, 2016; and
2. City Council approve Minutes of Special Meeting – April 27, 2016.

6D. APPROVAL OF AGREEMENT BETWEEN THE CITY OF STANTON AND TRAUMA INTERVENTION PROGRAMS, INC. (TIP)

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

RECOMMENDED ACTION:

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

6E. EXTENSION OF CONTRACT TO GREAT SCOTT TREE SERVICE, INC. TO PROVIDE PROFESSIONAL SERVICES RELATED TO CITYWIDE TREE TRIMMING AND REMOVAL SERVICES

A contract was awarded to Great Scott Tree Service, Inc. at the October 8, 2013 City Council meeting to provide Citywide Tree Trimming and Removal Services. On August 25, 2015 a ten (10) month extension was granted to the original contract in order to have the contract period coincide with the City's fiscal year. This has allowed for easier tracking of the contract's budget and purchase orders. The current contract will expire on June 30, 2016 and staff recommends an additional extension for the period of July 1, 2016 to June 30, 2017.

RECOMMENDED ACTION:

1. City Council declare that the project is categorically exempt under the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. Approve a contract extension to the firm of Great Scott Tree Service, Inc. for citywide tree trimming and removal services for the third (3) of four (4) allowable contract renewals at identical unit prices for the contract sum of \$53,304 annually.

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS

7A. PERMIT PARKING CONSIDERATION FOR AMY AVENUE, CARLA STREET, 12291 AND 12292 FIELDGATE STREET, GEORGIAN STREET, LAURELTON AVENUE, MARISA STREET AND SANTA ROSALIA STREET

The City has received a petition to establish a 24-hour permit parking area for Amy Avenue, Carla Street, 12291 Fieldgate Street and 12292 Fieldgate Street, Georgian Street, Laurelton Avenue, Marisa Street and Santa Rosalia Street. The petition is submitted for City Council consideration.

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. Adopt Resolution No. 2016-11 entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, TO ESTABLISH 24-HOUR PERMIT PARKING FOR AMY AVENUE, CARLA STREET, 12291 FIELDGATE STREET AND 12292 FIELDGATE STREET, GEORGIAN STREET, LAURELTON AVENUE, MARISA STREET AND SANTA ROSALIA STREET".

7B. ADDING A NEW CATEGORY TO THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES

This item is before the City Council to consider revising the City of Stanton Fees and Charges to establish rental fees for the newly constructed Stanton Central Park facilities.

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 15378(b)(4) - the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potential significant physical impact on the environment; and
3. Adopt Resolution No. 2016-12 establishing a new fee category for Stanton Central Park entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON,CALIFORNIA, REVISING THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES".

8. UNFINISHED BUSINESS None.

9. NEW BUSINESS

9A. ADOPTION OF RESOLUTION NO. 2016-13 APPROVING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT WITH CR&R, WHICH PROVIDES FOR A RATE REDUCTION AND SHORT-TERM RATE FREEZE FOR RESIDENTIAL CUSTOMERS AND EXPANDS THE SCOPE OF SERVICES PROVIDED

The City's waste hauler CR&R has proposed a rate reduction and short-term rate freeze for residential customers. They have also agreed to expand the scope of services provided by CR&R. A franchise agreement amendment is needed to include these changes within the contract scope.

RECOMMENDED ACTION:

1. City Council declare that the 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. Adopt Resolution No. 2016-13 approving the Second 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.

10. 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.

CC/SA/SHA AGENDA – Joint Regular Meeting – May 10, 2016 - Page 7

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.

11. WRITTEN COMMUNICATIONS **None.**

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

12A. 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.

12B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING

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

12C. 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.

12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE POSSIBILITY OF ADOPTING A “GOOD STANDING CLAUSE” FOR NEW INCOMING CITY BUSINESSES

At the April 12, 2016 City Council meeting, Council Member Ramirez requested that this item be agendaized for discussion.

RECOMMENDED ACTION:

City Council provide direction to staff.

CC/SA/SHA AGENDA – Joint Regular Meeting – May 10, 2016 - Page 8

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.

12E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING THE POSSIBILITY OF THE CITY CONTRIBUTING TO THE ORANGE COUNTY DROWNING PREVENTION TASK FORCE

At the April 26, 2016 City Council meeting, Council Member Shawver requested that this item be agendaized for discussion.

RECOMMENDED ACTION:

City Council provide direction to staff.

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

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Stanton Central Park construction updates.

14A. ORANGE COUNTY FIRE AUTHORITY

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

15. 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 5th day of May, 2016.



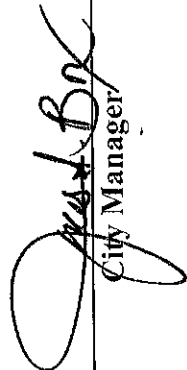
Patricia A. Vazquez, City Clerk/Secretary

**CITY OF STANTON
ACCOUNTS PAYABLE REGISTER**

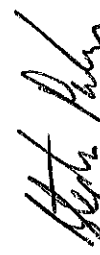
April 20, 2016	\$108,939.10
April 25, 2016	\$150,000.00
April 28, 2016	\$1,230,511.37

\$1,489,450.47

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 APRIL 26, 2016

1. **CLOSED SESSION** None.
2. **CALL TO ORDER CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**

The meetings were called to order at 6:32 p.m. by Mayor/Chairman Donahue.

Closed Session Report:

Pursuant to direction provided in previous closed sessions the City has taken final action to fully and finally resolve thorough agreement and stipulated judgment, two ongoing litigation matters. One is the case Musa Madain vs. City of Stanton and the second is City of Stanton vs. GZ Café et. al.

3. **PLEDGE OF ALLEGIANCE**

Led by Stephen M. Parker, Administrative Services Director.

4. **ROLL CALL**

Present: Council/Agency/Authority Member Ethans, Council/Agency/Authority Member Shawver, and Mayor/Chairman Donahue.

Absent: None.

Excused: Council/Agency/Authority Member Ramirez and Mayor Pro Tem/Vice Chairperson Warren.

5. **SPECIAL PRESENTATIONS AND AWARDS** None.

6. **CONSENT CALENDAR**

Motion/Second: Ethans/Shawver

Motion unanimously carried by the following vote:

AYES: 3 (Donahue, Ethans, and Shawver)

NOES: None

ABSTAIN: None

ABSENT: 2 (Ramirez and Warren)

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

DRAFT

CONSENT CALENDAR

6A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated April 6, 2016 and April 14, 2016, in the amount of \$378,533.98.

6C. APPROVAL OF MINUTES

The City Council/Agency/Authority Board approved Minutes of Regular Joint Meeting – April 12, 2016.

6D. MARCH 2016 INVESTMENT REPORT

The Investment Report as of March 31, 2016 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of March 2016.

6E. MARCH 2016 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of March 31, 2016 has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Agency Board finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of March 2016.

END OF CONSENT CALENDAR

DRAFT

7. PUBLIC HEARINGS

7A. INITIAL REVIEW OF A DEVELOPMENT AGREEMENT APPLICATION BY USS CAL BUILDERS, INC.

Conduct an initial review of a proposed application for a Development Agreement between the City and USS Cal Builders, Inc.

Staff report by Ms. Kelly Hart, Community Development Director.

The public hearing was opened.

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

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

AYES: 3 (Donahue, Ethans, and Shawver)

NOES: None

ABSTAIN: None

ABSENT: 2 (Ramirez and Warren)

1. The City Council conducted a public hearing; and
2. Declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
3. Authorized City staff to negotiate the terms of a Development Agreement with USS Cal Builders, Inc. for a development project at 12282 Beach Boulevard, Stanton, California 90680.

8. UNFINISHED BUSINESS None.

DRAFT

9. NEW BUSINESS

9A. APPROVAL OF THE ATHLETIC FIELD USE AND ALLOCATION POLICY

The City currently operates one multi-purpose sports field at the Norm Ross Sports Complex. After June 25, 2016, the City will operate an additional sports field at the newly constructed Stanton Central Park. This new sports field will have one softball field with three soccer field overlays. In order to give priority to resident based organizations and City sponsored events/leagues, and maintain order in the field distribution process, it is necessary to create guidelines that outline a fair and equitable policy when disseminating field usage.

Staff report by Ms. Julie S. Roman, Community Services Director.

Motion/Second: Ethans/Shawver

Motion unanimously carried by the following vote:

AYES: 3 (Donahue, Ethans, and Shawver)

NOES: None

ABSTAIN: None

ABSENT: 2 (Ramirez and Warren)

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. The City Council approved the proposed Athletic Field Use and Allocation Policy.

DRAFT

9B. AGREEMENT WITH HDL SOFTWARE LLC

In order to allow business license applications and renewals online, to reduce staff time and to fully utilize the new Business License Specialist position, an agreement with HdL Software LLC to provide business license software and credit card processing services is being recommended.

Staff report by Mr. Stephen M. Parker, Administrative Services Director.

Motion/Second: Shawver/Ethans

Motion unanimously carried by the following vote:

AYES: 3 (Donahue, Ethans, and Shawver)

NOES: None

ABSTAIN: None

ABSENT: 2 (Ramirez and Warren)

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Authorized the City Manager to sign a three-year contract with HdL Software LLC with a not to exceed value of \$53,179 for business license software and credit card processing services.

DRAFT

9C. PRESENTATION BY COASTLINE ADVERTISING CORPORATION REGARDING NEW BUS SHELTERS

Coastline Advertising Corporation maintains the City's bus stops and shelters through a franchise agreement. Staff has identified that many of the bus shelters along Beach Boulevard are dilapidated and not lit at night and have asked for a plan to replace these shelters. A conceptual plan has been developed by staff and Coastline Advertising Corporation and is being presented for the Council's consideration. If approved, a formal amendment to the franchise agreement will be brought back to the City Council at a future meeting.

Staff report by Mr. Allan Rigg, Public Works Director/City Engineer.

Motion/Second: Ethans/Shawver

Motion unanimously carried by the following vote:

AYES: 3 (Donahue, Ethans, and Shawver)

NOES: None

ABSTAIN: None

ABSENT: 2 (Ramirez and Warren)

1. The City Council declared that in accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15301(c); and
2. Directed staff to proceed with a franchise agreement amendment with Coastline Advertising Corporation to provide new bus shelters with a ten year term.

DRAFT

9D. ANIMAL CARE SERVICES AGREEMENT

The County of Orange has provided animal care services to the City of Stanton for over two decades, with no issues. When City Council was informed of the County of Orange's intention to build a new shelter in Tustin at a significant capital cost to the City, staff was asked to research alternative options for this service. Staff is presenting the City of Westminster as an additional option for animal care services. Staff recommends that City Council select from the vendor options and approve the corresponding agreement(s).

Staff report by Mr. Stephen M. Parker, Administrative Services Director.

Motion/Second: Ethans/Shawver

Motion unanimously carried by the following vote:

AYES: 3 (Donahue, Ethans, and Shawver)

NOES: None

ABSTAIN: None

ABSENT: 2 (Ramirez and Warren)

1. The City Council declared that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
2. Authorized the City Manager to execute a three year agreement with the City of Westminster for Animal Control and Shelter Services.

Council Member Shawver expressed the City's appreciation and gratitude to the Orange County Animal Control and its staff for their years of service to the City of Stanton.

10. ORAL COMMUNICATIONS – PUBLIC None.

11. WRITTEN COMMUNICATIONS None.

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

12A. COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

None.

DRAFT

12B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING

Council Member Shawver requested to agendaize discussion regarding the possibility of the City making a contribution to the Orange County Fire Authority Drowning Prevention Program.

12C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

None.

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- City Manager James A. Box requested that Julie S. Roman, Community Services Director report on the upcoming Annual Youth in Government Day event.
 - Julie S. Roman, Community Services Director reported on the Annual Youth in Government Day event, which is scheduled to be held on Thursday, April 28, 2016.
- City Manager James A. Box requested that Julie S. Roman, Community Services Director introduce the City's two new Community Services Coordinators for Stanton Central Park.
 - Julie S. Roman, Community Services Director introduced Community Services Coordinators Dianna Valtierra and Jesse Zavala to the City Council.

14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

- Lieutenant Sean Howell provided the City Council with an update on their current operations.

- 15. ADJOURNMENT** in memory and honor of Mr. Frank Filipek, long time Stanton resident.
Motion/Second: Donahue/
Motion carried at 7:56 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

DRAFT

MINUTES OF THE CITY COUNCIL OF THE CITY OF STANTON SPECIAL MEETING APRIL 27, 2016 (12290 BRIARWOOD STREET, STANTON, CA 90680)

1. **CLOSED SESSION** None.

2. **CALL TO ORDER**

The meeting was called to order at 5:05 p.m. by Mayor Donahue.

3. **PLEDGE OF ALLEGIANCE**

Led by Mayor Brian Donahue.

4. **ROLL CALL**

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

Absent: Council Member Shawver.

Excused: None.

SPECIAL ORDERS OF THE DAY

5. **NEW BUSINESS**

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

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

6. **ADJOURNMENT** Motion/Second: Donahue/
Motion carried at 6:20 p.m.

MAYOR

ATTEST:

CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 10, 2016

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

REPORT IN BRIEF:

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

RECOMMENDED ACTION:

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

BACKGROUND:

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

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

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

FISCAL IMPACT:

TIP is a non-profit program and a majority of its personnel are volunteers. They are primarily grant supported, but do charge a small fee for administrative, clerical, and records keep personnel. This fee is based solely on population, and for the City of Stanton, population 38,981 at \$0.12/citizen/year, the annual fee would be \$4,678.00, which is included in the FY 2016-17 budget.

ENVIRONMENTAL IMPACT:

Not applicable.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

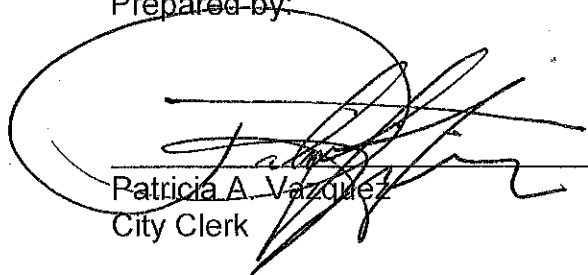
Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective1: Provide a save community.

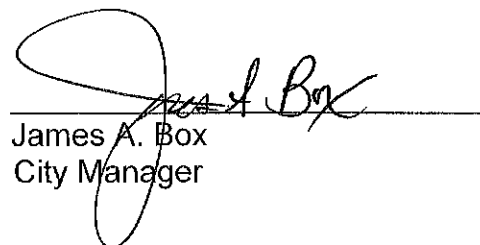
Objective 5: Provide a high quality of life.

Prepared by:



Patricia A. Vazquez
City Clerk

Approved by:



James A. Box
City Manager

Attachment:

Trauma Intervention Programs, Inc. Agreement

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

THIS AGREEMENT is made and entered into this _____ of _____, 2016, but effective as of the 1st day of July, 2016, by and between the City of Stanton, a municipal corporation, hereinafter referred to as "City", and Trauma Intervention Programs, Inc., hereinafter referred to as "TIP".

WITNESSETH:

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

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

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

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

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

1. SERVICES AND DUTIES

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

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

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

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

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

2. COMPENSATION FOR SERVICES

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

3. INDEPENDENT CONTRACTOR

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

4. INDEMNIFICATION

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

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

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

5. PROPRIETARY RIGHTS

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

6. INSURANCE

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

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

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

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

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

7. TERMINATION

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

8. TERM

This Agreement shall continue through the 30th day of June 2017 unless earlier terminated in accordance with Section 7.

9. NOTICES

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

City: City Manager
 City of Stanton

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

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

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

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

CITY OF STANTON

By: _____
Mayor

TRAUMA INTERVENTION PROGRAMS, INC.

By: Wayne H. 9-12-16
President

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 10, 2016

**SUBJECT: EXTENSION OF CONTRACT TO GREAT SCOTT TREE SERVICE, INC.
TO PROVIDE PROFESSIONAL SERVICES RELATED TO CITYWIDE
TREE TRIMMING AND REMOVAL SERVICES**

REPORT IN BRIEF:

A contract was awarded to Great Scott Tree Service, Inc. at the October 8, 2013 City Council meeting to provide Citywide Tree Trimming and Removal Services. On August 25, 2015 a ten (10) month extension was granted to the original contract in order to have the contract period to coincide with the City's fiscal year. This has allowed for easier tracking of the contract's budget and purchase orders. The current contract will expire on June 30, 2016 and staff recommends an additional extension for the period of July 1, 2016 to June 30, 2017.

RECOMMENDED ACTION:

1. Declare that the project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping; and
2. City Council to approve a contract extension to the firm of Great Scott Tree Service, Inc. for citywide tree trimming and removal services for the third (3) of four (4) allowable contract renewals at identical unit prices for the contract sum of \$53,304 annually; and

BACKGROUND:

In 2013, numerous trees in the City were identified as overgrown, and in some instances in need of removal. Trimming and removing these trees acts as a preventive measure to ensure the safety of the area around these trees and would help limit the City's liability for damage claims. The City did not have the proper equipment or expertise to safely and properly trim and remove the larger trees in the City of Stanton. As a result, staff bid these services out to obtain a licensed professional contractor to perform the work under the City Forester's supervision.

ANALYSIS/JUSTIFICATION:

At the October 8, 2013 Council Meeting a contract was awarded to Great Scott Tree Service, Inc. to perform citywide tree trimming and removal. Great Scott Tree Service, Inc. was the low bidder of three bids received for this contract as listed below:

Contractor	Base Bid
Great Scott Tree Service, Inc.	\$53,304
West Coast Arborists, Inc.	\$61,078
Mariposa Landscapes, Inc.	\$69,345

The contract includes the following provision:

The City has the right to extend the term of this contract for four (4) additional one year periods (the "Additional Terms"), based upon the same conditions of the initial term, subject to the bid prices stated in the bid proposal. The City shall notify the Contractor in writing of its exercise of its option for an Additional Term not less than thirty (30) days prior to the end of the then current term.

Staff feels that Great Scott Tree Service, Inc. has done a satisfactory job maintaining city trees and landscaping and recommends an extension as allowed by the contract. The contract would be extended until June 30, 2017.

Staff has worked with Great Scott Tree Service, Inc. to inventory all trees in the City and to methodically trim each tree at least once every three years. Additionally each quarter a variety of trees are reviewed for issues such as palm fronds, seed pods, vehicle clearances, and pedestrian clearances. These are all addressed immediately to keep the trees healthy, attractive, and safe.

FISCAL IMPACT:

This contract will be funded 10% from the General Fund and 90 % from the Lighting and Median Maintenance (1972 Act) Fund, proportionate to the City's tree inventory.

ENVIRONMENTAL IMPACT:

This project is categorically exempt under the California Environmental Quality Act, Class 1, Section 15301(h) as maintenance of existing landscaping.

LEGAL REVIEW:

The City Attorney's office has reviewed the contract amendment and the ability to extend the contract for less than the one year provided in the original contract.

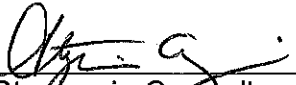
PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.


STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.

Prepared by:


Stephanie Camorlinga
Engineering Assistant

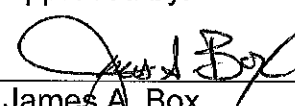
Reviewed by:


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

Concur:


Stephen Parker
Administrative Services Director

Approved by:


James A. Box
City Manager

Attachments:

- (1) Written Request for Contract Extension
- (2) Letter Agreement to Extend Contract



State Contractors License
#556832



ISA Certified Arborist #WC-0901

April 1, 2016

City of Stanton
Attn: Allan Rigg, Public Works Director
7800 Katella Avenue,
Stanton, CA 90680

RE: Citywide Tree Trimming and Removal Services

Mr. Rigg,

Great Scott Tree Service Inc., upon mutual consent with the City of Stanton, respectfully requests the third (3) of four (4) allowable annual contract renewals; hereby extending the current agreement for the period of *July 1, 2016 – June 30, 2017*.

We value our longstanding relationship with the City of Stanton, and look forward to our continued success in making this great city a beautifully landscaped and responsibly maintained home for all of its residents and businesses. We want to thank you in advance for your attentiveness regarding this issue.

Should you have any questions or additional concerns, please do not hesitate to contact me.

Sincerely,

Scott P. Griffiths

President

Great Scott Tree Service, Inc.



May 10, 2016

Brian Donahue
Mayor

Carol Warren
Mayor Pro Tem

Alexander A. Ethans
Council Member

Rigoberto A. Ramirez
Council Member

David J. Shawver
Council Member

James A. Box
City Manager

Great Scott Tree Service, Inc.
10761 Court Ave
Stanton, CA 90680

Re: Letter Agreement to extend Professional Services Agreement Between City and Great Scott Tree Service, Inc. for Tree Trimming Services

Dear Mr. Griffiths:

This letter will memorialize and confirm the terms and conditions of an extension of that certain Professional Services Agreement dated October 8, 2013 (the "Agreement") by and between the City of Stanton ("City") and Great Scott Tree Service, Inc. ("Contractor"). The City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties".

The City, under the Agreement, retained the services of the Contractor for tree trimming services. The City and Contractor extended the term of the Agreement, as authorized pursuant to the terms of the Agreement, from October 2015 to June 2016. The City and Contractor desire to extend the Agreement a third time, from July 1, 2016 to June 30, 2017 ("Third Extension").

Except as amended by this Third Extension, all other provisions of the Agreement remain in full force and effect. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Third Extension.

AGREED and ACCEPTED:

CITY OF STANTON

**GREAT SCOTT TREE
SERVICE, INC.**

By: _____

James A. Box
City Manager

By: _____

Scott Griffiths
CEO/President:

7800 Katella Avenue
Stanton, CA 90680
Phone (714) 379-9222
Fax (714) 890-1443
www.ci.stanton.ca.us



Brian Donahue
Mayor

Carol Warren
Mayor Pro Tem

Alexander A. Ethans
Council Member

Rigoberto A. Ramirez
Council Member

David J. Shawver
Council Member

James A. Box
City Manager

Attest:

By: _____
Patricia A. Vazquez
City Clerk

Approved as to form:

Best Best & Krieger LLP
City Attorney

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 10, 2016

SUBJECT: PERMIT PARKING CONSIDERATION FOR AMY AVENUE, CARLA STREET, 12291 AND 12292 FIELDGATE STREET, GEORGIAN STREET, LAURELTON AVENUE, MARISA STREET AND SANTA ROSALIA STREET

REPORT IN BRIEF:

The City has received a petition to establish a 24-hour permit parking area for Amy Avenue, Carla Street, 12291 Fieldgate Street and 12292 Fieldgate Street, Georgian Street, Laurelton Avenue, Marisa Street and Santa Rosalia Street. The petition is submitted for City Council consideration.

RECOMMENDED ACTION:

That the City Council:

1. 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.
3. Adopt Resolution No. 2016-11 establishing a 24-hour permit parking area for Amy Avenue, Carla Street, 12291 Fieldgate Street and 12292 Fieldgate, Georgian Street, Laurelton Avenue, Marisa Street and Santa Rosalia Street.

BACKGROUND:

On April 4, 2016, the City of Stanton reviewed a completed petition to implement a permit parking program for the neighborhood encompassing Amy Avenue, Carla Street, 12291 Fieldgate Street and 12292 Fieldgate Street, Georgian Street, Laurelton Avenue, Marisa Street and Santa Rosalia Street. The community requested that a 24-hour

permit parking area be established for the identified streets as demonstrated in Attachment B. There are a total of 131 homes in the area. As part of the Permit Parking Guidelines, 67% of residents or homeowners in the area must vote to approve a new permit parking area. In addition, five corner properties that have driveways facing Santa Rosalia Street, but reside at Belgrave Avenue, Bently Avenue and Devonwood Avenue, were included in this vote.

ANALYSIS/JUSTIFICATION:

In total, 89 votes were received in favor of establishing permit parking, which surpasses the minimum required vote of 87 to pass. Moreover, 15 homeowners/tenants failed to submit a ballot. The following table summarizes the total vote count.

Proposed Streets	Yes	No	Blank/Missing/ Not Submitted	Total Homes	% Of Yes Vote
Amy Avenue	7	1	0	8	88%
Belgrave Ave	0	0	2	2	0%
Bently Avenue	1	1	0	2	50%
Carla Street	11	1	1	13	85%
Devonwood Avenue	0	1	0	1	0%
Fieldgate Street	2	0	0	2	100%
Georgian Street	26	8	8	42	62%
Laurelton Avenue	6	2	0	8	75%
Marisa Street	6	0	0	6	100%
Santa Rosalia Street	30	13	4	47	64%
Total	89	27	15	131	68%

If the City Council establishes the requested permit parking area, residents who desire permit parking passes must obtain them from City Hall every two years. Only those residents who live in the designated permit parking area are eligible to receive them. All residents are not required to obtain permit parking passes, only those that would like to park on the street. Each residence in this neighborhood is a single-family detached home with a two-car garage and a driveway that can accommodate a total of four vehicles parked on their private property. However, if residents' desire parking passes, the first two may be obtained for free while the third and fourth cost \$25 each and guest parking passes are \$5 for the first, and \$25 for the second. If a resident or non-resident has an existing disabled placard or license plate, he may park on the City street without a parking permit as allowed under the California Vehicle Code.

As required by the Permit Parking Guidelines (Attachment C), if the City Council adopts Resolution No. 2016-11, within 60 days after adoption, 50% of households (66 properties) within the permit parking area shall register for parking permits. If the 50% requirement is not met, the City Council approval shall automatically, without further notice, additional public hearing or City Council action be deemed rescinded. In the event of such rescission, no new area resident petition for the same, or substantially the same area shall be accepted by the City until the expiration of a minimum, six (6) months following the effective date of such rescission.

FISCAL IMPACT:

City costs will be offset by issuance fees charged to residents obtaining permit parking passes.

ENVIRONMENTAL IMPACT:

The request to establish a permit parking area is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3).

LEGAL REVIEW:

The City Attorney has reviewed staff's report.

PUBLIC NOTIFICATION:

Through normal agenda posting.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 - To Provide a High Quality of Life.

Prepared By:


Keith Gifford

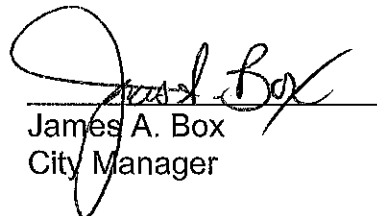
Code Enforcement
Supervisor

Concurred by:


Kelly Hart

Community Development
Director

Approved by:


James A. Box
City Manager

Attachments:

- A. Resolution No. 2016-11
- B. Vicinity Map
- C. Permit Parking Guidelines

RESOLUTION NO. 2016-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, TO ESTABLISH 24-HOUR PERMIT PARKING FOR AMY AVENUE, CARLA STREET, 12291 FIELDGATE STREET AND 12292 FIELDGATE STREET, GEORGIAN STREET, LAURELTON AVENUE, MARISA STREET AND SANTA ROSALIA STREET

WHEREAS, Section 10.08.060 of the Stanton Municipal Code provides that the City Council may, by resolution, designate that certain streets be restricted to permit parking only under a preferential parking system for the residents adjacent to such streets, pursuant to the requirements of Vehicle Code Section 22507; and

WHEREAS, residents who live along or portions of Amy Avenue, Carla Street, 12291 Fieldgate Street and 12292 Fieldgate Street, Georgian Street, Laurelton Avenue, Marisa Street and Santa Rosalia Street ("Permit Parking Area") in Stanton submitted a petition to the City, which was signed by not less the two-thirds (2/3) of the households within the proposed permit parking area; and

WHEREAS, some of the residents who support the proposed Permit Parking Area based their support on alleged parking difficulties in the area. Specifically, the Permit Parking Area is comprised entirely of single-family detached homes that are close to multi-family apartment buildings. Some residents who support the Permit Parking Area have asserted that residents of the multi-family apartment buildings park in the proposed Permit Parking Area, along with nearby uses from the Garden Grove Industrial Park to west, and occasionally partially or completely block the single-family driveways. The City has also received complaints that the proposed Permit Parking Area has become a parking storage area for some, who park on the street and only move their vehicles, weekly, for street sweeping. Moreover some residents have expressed to the City general complaints, such as trash and used alcoholic beverage bottles left on the street and people in parked vehicles playing music loudly and disturbing surrounding residents; and

WHEREAS, the requirements to establish a permit parking in the aforementioned area, as set forth in the City's adopted Permit Parking Guidelines, have been met; and

WHEREAS, attached hereto, marked as Exhibit "A," and incorporated herein by this reference, is a vicinity map of the permit parking area to be established and to be restricted pursuant to the terms of this Resolution; and

WHEREAS, all legal prerequisites prior to the adoption of this Resolution have occurred; and

WHEREAS, in accordance with the requirements of the California Environmental Quality Act (CEQA) the project has been determined to be 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 is 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.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AS FOLLOWS:

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

SECTION 2: That a 24-hour permit parking area for Amy Avenue, Carla Street, 12291 Fieldgate Street and 12292 Fieldgate Street, Georgian Street, Laurelton Avenue, Marisa Street and Santa Rosalia is established, as depicted in Exhibit A. No person shall stop, park, or leave standing any vehicle in the Permit Parking Area at any time, unless that person displays a valid parking permit.

SECTION 3: The City Engineer is authorized to place signs restricting parking for permit parking. The permit parking program shall not take effect until appropriate signs have been installed.

SECTION 4: The City Clerk shall certify as to the adoption of this Resolution.

ADOPTED, SIGNED AND APPROVED this 10th day of May, 2016.

BRIAN DONAHUE, MAYOR

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2016-11 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 May 10, 2016, 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

Permit Parking Area Map

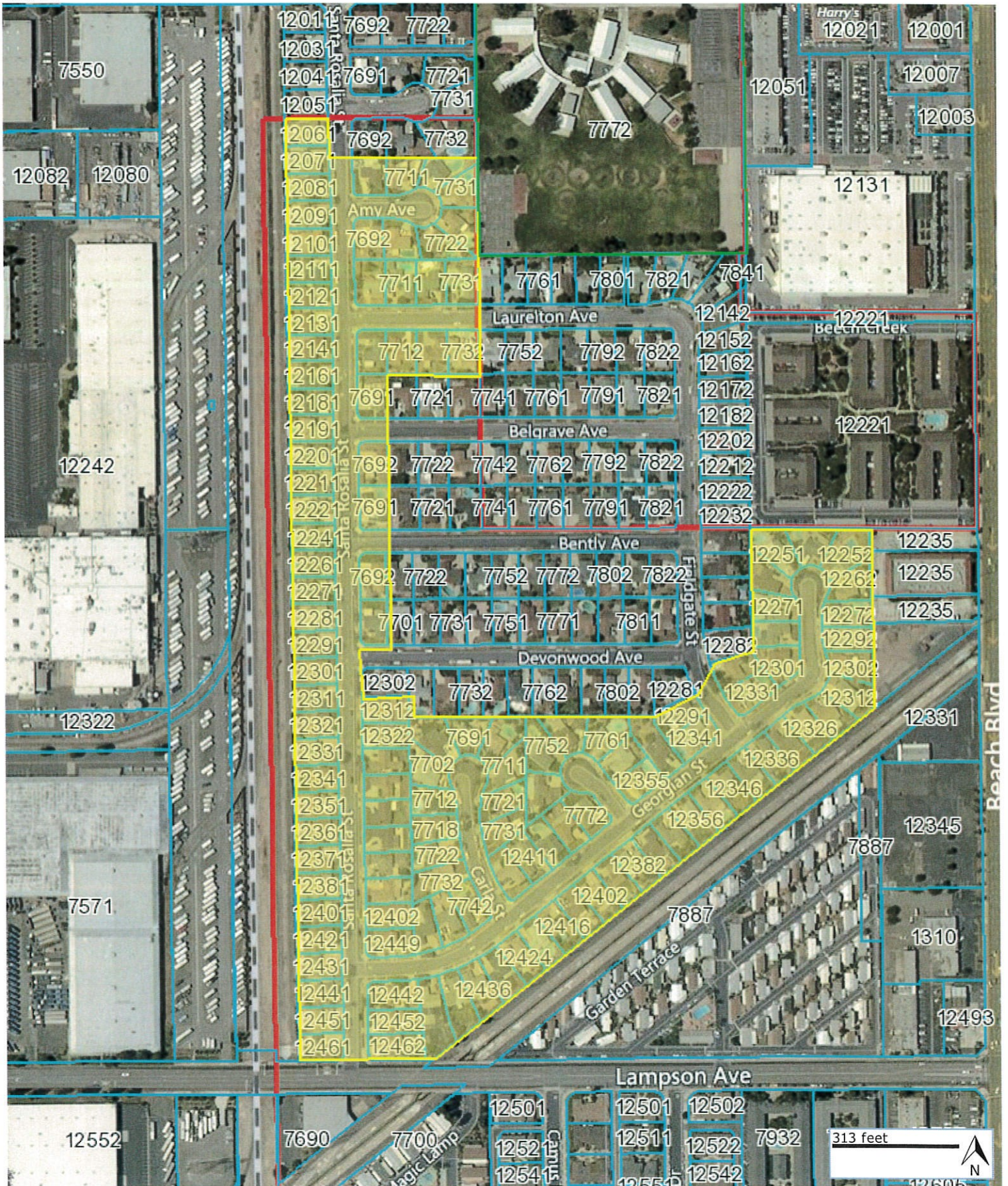


EXHIBIT A

PERMIT PARKING PROGRAM GUIDELINES

Section I – Introduction

1. The permit parking program is intended to preserve and protect the integrity of residential neighborhoods from excess intrusion of parked vehicles belonging to persons residing outside the neighborhood.
2. Objectives
 - a. The permit parking program seeks to minimize the impact to residential neighborhoods caused by parked vehicles belonging to persons outside the neighborhood.
 - b. The permit parking program seeks to effectively meet the needs of the individual neighborhoods participating in the permit parking program.

Section II – Procedures to Establish a Permit Parking Area

1. Area Resident Petition
 - a. Residents requesting a neighborhood area be added to the program must submit a petition, supplied by the City, signed by not less than two-thirds (2/3) of the households within the proposed permit area. (Only one vote can be cast per household from either the property owner or tenant.) If the submitted petition does not include the signatures of at least two-thirds (2/3) of the subject households, the petition fails to qualify. The residents then must observe a minimum six (6) month waiting period to reapply.
 - b. Permit areas may be established by residents that can include select street blocks or street segments, sides of streets or whole blocks.
2. City Council Initiation
 - a. The City Council may request the matter of establishing a permit parking area be scheduled for a public hearing before the City Council
3. City Manager Initiation
 - a. The City Manager may place a request on the City Council agenda for City Council consideration of the initiation of a permit parking area.

Section III – Permit Parking Program Alternatives

1. 24-hour Parking Permit
 - a. On-street parking permits would be required 24 hours per day within the permit parking area.
2. Overnight Parking Permit

- a. On-street parking permits would be required only for overnight parking within the permit parking area.
- 3. Modified Hours Parking Permits
 - a. On-street parking permits would be required only during specified hours within the permit parking area, as incorporated into petition.

Section IV – Parking Permits; Types, Number per Household and Fees

1. Resident Permit

- a. Renewed bi-annually every two years during months of November and December.
- b. Permits will be color-coded specific to each permit parking area and year of issue.
- c. Each household eligible for two (2) residents permits issued at no cost.
- d. Two (2) additional resident permits may be issued to each household for a fee of \$25 per permit.
- e. Maximum number of four (4) resident permits may be issued to each eligible household within the permit parking area.
- f. Each household may be eligible for up to four free parking permits, if the resident is living below the federal poverty line as confirmed by the latest year's tax returns.
- g. Proof of vehicle registration address required for issuance of resident permit.
- h. Permit must be permanently affixed to registered vehicle

2. Guest Permit

- a. No renewal required.
- b. Maximum number of two (2) guest permits may be issued to each eligible household within the permit parking area.
- c. An issuance fee of \$5 will be required for the first guest permit.
- d. An issuance fee of \$25 will be required for the second guest permit.
- e. Permit will be the hanging reflective-type and must be readily visible when in use.

3. Temporary Permit

- a. Valid for a ninety-day (90) period only.
- b. Temporary permits are intended to be used when a household has purchased a new vehicle, long-term household guests or other similar situations. It is not a substitute for a resident permit or guest permit.
- c. Temporary permits will be vehicle specific.
- d. Maximum number of two (2) temporary permits may be issued to each eligible household within the permit parking area at any given time.
- e. An issuance fee of \$35 per permit shall required for the first temporary permit, \$10 of which is a refundable deposit when the permit has been returned to the City.

- f. An issuance fee of \$35 per permit shall be required for the two (2) temporary permit(s)
- 4. Special Event Permit
 - a. Valid for a specific twenty-four (24) hour period, as indicated on the permit.
 - b. No maximum number of special event permit that may be issued to an eligible household in the permit parking area.
 - c. One week notice to City required for issuance of special event permit, with the exception of an immediate family emergency.
 - d. Special event permits will be color-coded specific to each particular permit parking area.

Section V – City Council Action

- 1. Upon receipt and verification of signatures of residents' petition a noticed public hearing will be scheduled for City Council consideration of request.
- 2. Public hearing will be noticed subject to provisions of Section 10.08.060 of the Stanton Municipal Code.
- 3. Upon closure of the public hearing, the City Council may adopt a resolution establishing the permit parking area.
- 4. Within sixty (60) days of City Council adoption of the resolution, fifty percent (50%) of households within the permit parking area shall register for parking permits. If the fifty percent (50%) requirement is not met, the City Council approval shall automatically, without further notice, additional public hearing or City Council action, be deemed rescinded.
- 5. In the event of such a rescission, no new Area Resident Petition for the same, or substantially the same, area shall be accepted by the City until the expiration of a minimum six (6) months following the effective date of such rescission.

Section VI – Procedures to Dissolve an Adopted Permit Parking Area

- 1. A permit parking area may be dissolved upon
 - a. Submission of residents petition, or
 - b. City Council initiation
- 2. Said process shall follow the procedures as provided in Sections II and IV, establishing a permit parking area and City Council action.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 10, 2016

SUBJECT: ADDING A NEW CATEGORY TO THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES

REPORT IN BRIEF:

This item is before City Council to consider revising the City of Stanton Fees and Charges to establish rental fees for the newly constructed Stanton Central Park facilities.

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 15378(b)(4) – The creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment; and
3. Adopt Resolution No. 2016-12 establishing new fee category for Stanton Central Park.

BACKGROUND:

When the construction of Stanton Central Park is complete, the City will have an additional facility to reserve and schedule. Stanton Central Park will have many amenities the community can utilize including three picnic shelters, a sports field and a community building that will be available to rent. Staff is recommending adding a new category to the City's Fees and Charges to accommodate the addition of Stanton Central Park's facilities.

The new fees would give residents and resident groups a lower rate than non-resident individuals and/or groups and offer a beautiful facility for the community to enjoy.

The proposed additions to the fee schedule are as follows:

Stanton Central Park Picnic Shelters

<u>Fee Description</u>	<u>Fee</u>	<u>% of Recovery</u>
Resident	\$75 flat rate per usage	75%
Non-Profit	\$75 flat rate per usage	75%
Commercial Use/Non-Resident	\$100 flat rate per usage	100%
Deposit: Resident/Non-Profit	\$100	n/a
Deposit: Commercial Use/Non-Resident	\$150	n/a

Staff is recommending that the Stanton Central Park picnic shelter fee be a flat rate per use in line with the existing picnic shelter fees. Each permit will be limited to a six hour reservation and the deposit is refundable. Due to the occupancy, amenities and staff time associated with the new picnic shelters, the recommended fee is higher than the existing picnic shelters at Harry M. Dotson Park and Stanton Park.

Stanton Central Park Multi-Purpose Room

<u>Fee Description</u>	<u>Fee</u>	<u>% of Recovery</u>
Resident	\$73 per hour	50%
Non-Profit	\$73 per hour	50%
Commercial Use/Non-Resident	\$145 per hour	100%
Deposit: Resident/Non-Profit	\$200	n/a
Deposit: Commercial Use/Non-Resident	\$300	n/a

The recommended Stanton Central Park multi-purpose room fee is per hour and the resident/non-profit categories are charged at 50% cost recovery while the commercial use/non-resident category is 100% cost recovery and the deposit is refundable. This is also in line with other multi-purpose room fees in the City.

Stanton Central Park Sports Field Deposits One Time Use

<u>Fee Description</u>	<u>Fee</u>	<u>% of Recovery</u>
Deposit: Resident/Non-Profit	\$100	n/a
Deposit: Commercial Use/Non-Resident	\$150	n/a

Stanton Central Park Sports Field Deposits Multiple Use

<u>Fee Description</u>	<u>Fee</u>	<u>% of Recovery</u>
Resident/Non-Profit	\$300	n/a
Commercial Use/Non-Resident	\$450	n/a

As per direction from City Council, a deposit fee was added for field use. There is an existing field use fee that has been researched and established, which aligns staff time with the cost of electricity when the lights are utilized. At this time staff is recommending to utilize the existing fee until there is a pattern of use and electricity charges can be researched and calculated.

The existing fees are as follows:

Sports Field – Rental without Lights

<u>Fee Description</u>	<u>Fee</u>	<u>% of Recovery</u>
Resident	\$20 per hour	57%
Non-Profit	\$20 per hour	57%
Commercial Use/Non-Resident	\$35 per hour	100%

Sports Field – Rental with Lights

<u>Fee Description</u>	<u>Fee</u>	<u>% of Recovery</u>
Resident	\$50 per hour	100%
Non-Profit	\$50 per hour	100%
Commercial Use/Non-Resident	\$50 per hour	100%

ANALYSIS/JUSTIFICATION:

The California Constitution allows municipalities to recover the “costs reasonably borne” for all services provided to the community. The fee schedule as recommended for both existing and proposed new user fees were calculated utilizing the incremental price method. This method is based on the additional time it takes to process one fee for services. Tasks and time are identified for processing each fee. In no instance does a user fee suggested exceed the total cost of providing specific services and staff has surveyed seven surrounding cities. The recommended fees are in line with what other cities are charging.

FISCAL IMPACT:

The proposed fees would cover, but not exceed, the estimated reasonable cost of providing the service for which the fee is charged. The fee would be established as a cost recovery mechanism.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(4).

PUBLIC NOTIFICATION:

Public notice for this item was posted in a newspaper of local circulation twice within a fourteen-day period prior to the meeting, posted in three public places, and made available through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

- 4 – Ensure Fiscal Stability and Efficiency in Governance.
- 5 – Provide a High Quality of Life.

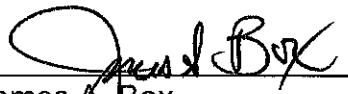
Prepared By:


Julie Roman
Community Services Director

Reviewed By:


Stephen Parker
Administrative Services Director

Approved by:


James A. Box
City Manager

Attachment

- A. Resolution No. 2016-12
- B. City of Stanton Fees and Charges - Additions

RESOLUTION NO. 2016-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, REVISING THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES

WHEREAS, the City of Stanton has conducted an analysis of its services, the costs reasonably borne of providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, the City wishes to comply with both the letter and the spirit of Article XIII B of the California Constitution and limit the growth of taxes; and

WHEREAS, the City has established a policy of recovering the full costs reasonably borne of providing special services of a voluntary and limited nature; such that general taxes are not diverted from general services of a broad nature, and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, pursuant to those various sections of the California Government Code which require that specific fees to be charged for services must be adopted by the City Council by Resolution, after providing notice and holding a public hearing; and

WHEREAS, on May 10, 2016, the City Council of the City of Stanton conducted a duly noticed public hearing regarding the adoption of the fees in this Resolution and

WHEREAS, a schedule of fees and charges to be paid by those requesting such special services needs be adopted so that the City might carry into effect its policies; and

WHEREAS, it is the intention of the City Council to develop a revised schedule of fees and charges based on the City's budgeted and projected costs reasonably borne beginning May 11, 2016; and

WHEREAS, pursuant to the applicable provisions of State Law a general explanation of the schedule of fees and charges contained in this Resolution has been published as required; and

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

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

SECTION 1. The City Council finds that the above recitations are true and correct and, accordingly, are incorporated as a material part of this Resolution.

SECTION 2. The schedule of fees and charges, as listed in Attachment B are hereby directed to be computed by and applied by the various City departments, and to be collected by the Administrative Services Department for the herein listed special services when provided by the City or its designated contractors.

SECTION 3. All fees set by this resolution are for each identified process; additional fees shall be required for each additional process or service that is requested or required. Where fees are indicated on a per-unit of measurement basis, the fee is for each identified unit or portion thereof within the indicted ranges of such units.

Where additional fees need to be charged and collected for completed staff work, or where a refund of excess deposited monies is due, and where such charge or refund is ten dollars (\$10.00) or less, a charge or refund is hereby waived.

SECTION 4. This Resolution may be interpreted by the several City department heads in consultation with the City Manager and, should there be a conflict between two fees, then the lower in dollar amount of the two shall be applied.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Resolution 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 Resolution. The City Council of the City of Stanton hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 6. All resolutions and other actions of the City Council in conflict with the contents of this Resolution are hereby repealed.

SECTION 7. This Resolution shall go into full force and effect immediately, but the individual fees shall become effective as provided by the applicable provisions of State Law.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution

ADOPTED, SIGNED AND APPROVED this 10th day of May, 2016.

BRIAN DONAHUE, MAYOR

APPROVED AS TO FORM:

MATTHEW 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. 2016-12 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 May 10, 2016, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

**CITY OF STANTON
FEES AND CHARGES
PARKS AND RECREATION FEES
EFFECTIVE May 11, 2016**

Attachment B

<u>Fee Description</u>	<u>% Of Recovery</u>	<u>Current Fee</u>	<u>Current Fee</u>	<u>Fully Burdened Cost</u>	<u>Per</u>	<u>Fee</u>
STANTON CENTRAL PARK						
Stanton Central Park Picnic Shelters						
Resident	75%			100	flat	75
Non-Profit	75%			100	flat	75
Commercial Use/Non-Resident	100%			100	flat	100
Deposits						
Resident/Non-Profit					flat	100
Commercial Use/Non-Resident					flat	150
Stanton Central Park Multi-Purpose Room						
Resident	50%			145	hour	73
Non-Profit	50%			145	hour	73
Commercial Use, Non-Resident, Private Party	100%			145	hour	145
Deposits						
Resident/Non-Profit					flat	200
Commercial Use/Non-Resident					flat	300
Stanton Central Park Sports Field Deposit One Time Use						
Resident/Non-Profit					flat	100
Commercial Use/Non-Resident					flat	150
Stanton Central Park Sports Field Deposit Multiple Use						
Resident/Non-Profit					flat	300
Commercial Use/Non-Resident					flat	450

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: May 10, 2016

SUBJECT: ADOPTION OF RESOLUTION NO. 2016-13 APPROVING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT WITH CR&R, WHICH PROVIDES FOR A RATE REDUCTION AND SHORT-TERM RATE FREEZE FOR RESIDENTIAL CUSTOMERS AND EXPANDS THE SCOPE OF SERVICES PROVIDED

REPORT IN BRIEF:

The City's waste hauler CR&R has proposed a rate reduction and short-term rate freeze for residential customers. They have also agreed to expand the scope of services provided by CR&R. A franchise agreement amendment is needed to include these changes within the contract scope.

RECOMMENDED ACTION:

1. Declare that the 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. Approve the Second 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.

BACKGROUND:

CR&R has been the City's franchised hauler of refuse and recyclables for 26 years. The franchise agreement was negotiated in 1990, was restated in 2012, and amended in 2015. The fees for all services are per rates originally approved by the City and adjusted over time per various factors such as changes in the Consumer Price Index (CPI). Due to concerns raised by the public regarding current fees for single family residences, the City Council appointed a subcommittee to meet with CR&R to determine if a rate reduction was possible.

ANALYSIS/JUSTIFICATION:

The City Council representatives appointed to the subcommittee were Mayor Brian Donahue and Councilman Rigoberto Ramirez. James Box and Allan Rigg were the staff members assigned to the subcommittee. The group met several times with CR&R representatives Dean Ruffridge and Maria Lazaruk.

The subcommittee worked to determine a fair method to review the single family residential refuse fee. Comparisons were attempted to be made to other cities within Orange County, although these were difficult due to various factors such as franchise fees, organics programs, disposal costs, and volume of refuse per residence. The average cost in somewhat comparable jurisdictions from a survey done by the City of Irvine was approximately \$18.00. As Stanton has a 10% franchise fee and many cities in the survey did not, the escalated cost including the franchise fee would be close to \$20 per month. CR&R has offered to reduce their rate from \$21.69 to \$19.95 a month for single family residences.

CR&R has also offered a 5-year rate freeze and to provide additional services to the community. The current contract ties the rate to increases in the CPI, which has been increasing the past five years at a rate of 1.3%. As such CR&R is forgoing rate increases tied to CPI rising to approximately 6.5% in year 2021. As future rate increases per CPI will be calculated using the \$19.95 rate, holding the rate steady equates to a reduced rate of another \$1.65 from 2021 going forward.

The enhanced services proposed by CR&R include the following:

- A reduced rate for senior citizens which includes a reduced sized cart.
- An annual exchange of CR&R refuse containers annually upon request by residential or commercial customers.
- A payment to the City of \$6,000 annually to compensate the City for the preparation of the annual report to Calrecycle
- Removal of holiday trees.
- An annual compost give away to Stanton residents.
- Enhanced public education regarding how to reduce, reuse, and recycle solid waste.

The changes would be implemented by CR&R beginning July 1, 2016.

FISCAL IMPACT:

The City will receive \$6,000 for the preparation of the annual report. The City will lose \$6,700 in revenue due to the reduced franchise revenue based on the reduced rate.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15308.

LEGAL REVIEW:

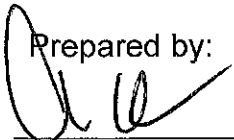
The City Attorney has reviewed and approved the format of the amendment and resolution.

PUBLIC NOTIFICATION:

Notifications were performed through normal agenda process.

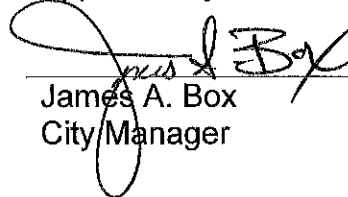
STRATEGIC PLAN OBJECTIVE ADDRESSED:

5 – Provide a high quality of life

Prepared by:


Allan Rigg
Public Works Director

Approved by:



James A. Box
City Manager

Attachments:

(1) Resolution No. 2016-13

RESOLUTION NO. 2016-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR AN INTEGRATED WASTE MANAGEMENT SYSTEM

WHEREAS, the City of Stanton and CR&R Incorporated ("CR&R") previously entered into that certain Amended and Restated Agreement for an Integrated Waste Management System dated May 22, 2012 ("Agreement"); and

WHEREAS, the parties then amended the Agreement in that First Amendment to Amended and Restated Agreement for an Integrated Waste Management System dated October 27, 2015; and

WHEREAS, the City and CR&R wish to further amend the Agreement as amended by the First Amendment to institute a short-term rate freeze for residential customers, expand the scope of services provided by CR&R and implement other changed terms and conditions ("Second Amendment"); and

WHEREAS, Public Resources Code sections 40059 and 49300 authorize the City to award a solid waste franchise subject to the terms and conditions specified by ordinance and resolution; and

WHEREAS, the City Council wishes to approve the Second Amendment in this Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE, FIND 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. Second Amendment. The City Council of the City of Stanton, hereby approves the "Second Amendment to the Amended and Restated Exclusive Franchise Agreement for an Integrated Waste Management System," attached as Exhibit A and incorporated by this reference.

Section 3. 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 4. Effective Date. This Resolution shall take effect immediately and the modifications shall be implemented July 1, 2016.

Section 5. Certification. The Mayor shall sign this Resolution and the City Clerk shall certify to the adoption thereof.

PASSED, APPROVED AND ADOPTED this _____, 2016 by the following vote, to wit:

Brian Donahue
Mayor

ATTEST:

Patricia A. Vazquez
City Clerk

APPROVED AS TO FORM:

Matthew E. Richardson
City Attorney

EXHIBIT A
SECOND AMENDMENT

[attached behind this page]

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 Resolution No. _____ was duly passed and adopted at a regular meeting of the Stanton City Council on the _____ day of _____, 2016 by the following vote, to wit:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Patricia A. Vazquez
City Clerk

AMENDMENT NUMBER 2

CITY OF STANTON

SECOND AMENDMENT TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR AN INTEGRATED WASTE MANAGEMENT SYSTEM

1. PARTIES and DATE.

This Second Amendment to the Amended and Restated Exclusive Franchise Agreement for an Integrated Waste Management System ("Second Amendment") is entered into on the ____ day of May, 2016, by and between the City of Stanton, a municipal corporation ("City") and CR&R Incorporated, a California corporation ("Contractor"). The City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties".

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Amended and Restated Agreement for an Integrated Waste Management System dated May 22, 2012 ("Agreement") in order to provide for the collection, handling, and diversion of solid waste in Stanton in compliance with all requirements of state and federal law. The Agreement was amended in that First Amendment to Amended and Restated Agreement for an Integrated Waste Management System dated October 27, 2015 ("First Amendment"). The Agreement, as amended by the First Amendment, was initially set to expire on October 31, 2005. However, the Agreement, as amended by the First Amendment, is automatically extended for a period of fifteen years on November 1st of each year unless terminated by either Party.

2.2 Second Amendment. The Parties wish to amend certain aspects of the Agreement related to the matters discussed below.

3. AMENDMENTS.

3.1 Section 4.3 is hereby amended by adding the following to the conclusion of this section:

"In addition, Contractor shall provide a reduced solid waste and organic waste service option for residential customers where a member of the household is sixty-five years of age or greater as set forth in Section 8."

3.2 Section 4.12 is hereby added to read in full as follows:

"4.12 Household Sharps Waste. "Household Sharps Waste" shall mean home-generated sharps, as defined in Section 117671 of the California Health & Safety Code, including hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications, which are generated by a single-family residence. "Household Sharps Waste" does not include any waste generated in the course of operating a business concern at a residence, business generated waste, or medical waste not described herein. Contractor shall establish at least one location in the City at a

AMENDMENT NUMBER 2

pharmaceutical establishment or other facility approved by City, where any resident of the City may drop off Household Sharps Waste. Contractor shall ensure customers are aware of this location(s) through bill inserts or other outreach as requested by City."

- 3.3 Section 4.13 is hereby added to read in full as follows:

"4.13 Holiday Trees. For the first two regularly scheduled pickup days after New Year's Day, Contractor shall, free of charge, pick up holiday trees placed out for collection by residential customers. Such trees shall be delivered to a proper facility for processing, rather than disposal.

- 3.4 Section 4.14 is hereby added to read in full as follows:

"4.14 Free Compost. Contractor will provide residents with free bagged compost at one give-a-way event per year."

- 3.5 Section 4.15 is hereby added to read in full as follows:

"4.15 Customer Outreach. Contractor shall maintain a program of providing information relevant to the need and the methods to reduce, reuse and recycle solid waste, and Contractor shall include such information along with bills provided to Customers as necessary or as requested by City. All public education materials shall be approved in advance by City. Contractor shall keep a record of all promotional and public education materials utilized, and shall provide quarterly reports to City summarizing its public outreach and education efforts. Contractor shall dedicate at least one page of its web site to City services, which shall include at least the following information: a listing of contact numbers for customer service; information on bulky items collection; and collection schedules, including holiday schedules."

- 3.5 Subsection 5(j) is hereby added to read in full as follows:

"j. Containers. Contractor shall repair and maintain, and replace lost, stolen or damaged carts at no charge to residential customers. However, Contractor shall be entitled to charge customers for the replacement of any cart that has been damaged by a customer's willful neglect or abuse, ordinary wear and tear excepted, with such charges being subject to the City Manager's approval and at a fee no higher than Contractor's actual cost of repair and replacement. Notwithstanding the above, upon request and up to one time per calendar year, Contractor shall exchange a customer's cart for a new or "like new" Cart at no additional charge. Additional customer requested exchanges shall be charged at a rate of \$35.00 each."

- 3.6 Subsection 5(k) is hereby added to read in full as follows:

AMENDMENT NUMBER 2

"k. Bins. Contractor shall at customer's request annually refurbish, replace, and steam clean as necessary all bins at no charge to commercial customers; provided, however, City may require the steam cleaning or replacement of bins utilized at restaurants, bars and grocery stores/markets more frequently if it determines such action is needed to protect public health and safety. Additional steam cleaning shall be provided to any customers who request it at a charge not to exceed the maximum rate set forth in Exhibit A. Contractor may charge customers for damaged bins with such charges being subject to the City Manager's approval and at a fee no higher than Contractor's actual cost of repair and replacement."

3.7 Section 7.6 is hereby added to read in full as follows:

"7.6 Payment for City Annual Report Preparation Fee. Contractor shall pay City the amount of six thousand dollars (\$6,000), on an annual basis for the electronic annual report (EAR) preparation and submittal to CalRecycle. Contractor shall remit to City the fee each year beginning July 1, 2016. The fee shall be adjusted annually in the same manner as Contractor's rates under Section 8.2."

3.8 Section 8.1 is hereby amended by adding the following to the conclusion of this section:

"Contractor shall reduce residential monthly collection fees by ten percent (10%) for senior citizen residents. The following criteria must be met in order for the resident to receive the discount: (1) must be 65 years of age or older, (2) must provide proof of being the head of household, and (3) must agree to reduce cart size to 65 gallon capacity. Up to one (1) time per year, Contractor may request verification of senior citizen discount eligibility. Contractor shall notify residents of the available discount at least once a year. Notice of the discount shall be sent out with normal billing."

3.9 Section 8.2(e) is hereby added to read in full as follows:

"e. Notwithstanding anything to the contrary in this section 8, Contractor shall not be eligible for an adjustment to the maximum rate for residential curbside solid waste service until July 1, 2022. Prior to such date, the residential single family solid waste rate shall be \$19.95. During this time period, Contractor shall not request and shall not be granted any increase in this maximum rate. Upon the expiration of the rate freeze set forth in this subsection, Contractor may request and receive adjustments to the maximum rates as set forth in Section 8.2, provided that any CPI adjustment shall be calculated from the year immediately prior to the request and

AMENDMENT NUMBER 2

shall not include any adjustment for CPI changes in prior years."

4. REMAINING PROVISIONS OF AGREEMENT.

Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement, as amended by the First Amendment, shall remain in full force and effect. Any references to the Agreement in the Agreement shall refer to the Agreement as amended by the First and Second Amendments.

CITY OF STANTON

BY: _____

MAYOR

ATTEST:

BY: _____

CITY CLERK

APPROVED AS TO FORM:

BY: _____

CITY ATTORNEY

CR&R INCORPORATED

BY: _____

Dean A. Ruffridge
Senior Vice President

City Council Item 12D

***“CITY COUNCIL INITIATED ITEM –
DISCUSSION REGARDING THE POSSIBILITY
OF ADOPTING A “GOOD STANDING CLAUSE”
FOR NEW INCOMING CITY BUSINESSES”***

City Council Initiated Item.

(This item does not contain a staff report)

City Council

Item 12E

***“CITY COUNCIL INITIATED ITEM –
DISCUSSION REGARDING THE POSSIBILITY
OF THE CITY CONTRIBUTING TO THE
ORANGE COUNTY DROWNING PREVENTION
TASK FORCE”***

City Council Initiated Item.

(This item does not contain a staff report)