



AGENDA

REGULAR MEETINGS OF THE SANTA FE SPRINGS HOUSING SUCCESSOR SUCCESSOR AGENCY AND CITY COUNCIL

**APRIL 25, 2013
6:00 P.M.**

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

Richard J. Moore, Mayor
Juanita A. Trujillo, Mayor Pro Tem
Luis M. González, Councilmember
Laurie M. Rios, Councilmember
William K. Rounds, Councilmember

Public Comment: The public is encouraged to address City Council on any matter listed on the agenda or on any other matter within its jurisdiction. If you wish to address the City Council, please complete the card that is provided at the rear entrance to the Council Chambers and hand the card to the City Clerk or a member of staff. City Council will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. City Council will hear public comment on matters not listed on the agenda during the Oral Communications period.

Pursuant to provisions of the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City meeting or other services offered by this City, please contact the City Clerk's Office. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Please Note: Staff reports, and supplemental attachments, are available for inspection at the office of the City Clerk, City Hall, 11710 E. Telegraph Road during regular business hours 7:30 a.m. – 5:30 p.m., Monday – Thursday and every other Friday. Telephone (562) 868-0511.

1. CALL TO ORDER

2. ROLL CALL

Luis M. González, Councilmember
Laurie M. Rios, Councilmember
William K. Rounds, Councilmember
Juanita A. Trujillo, Mayor Pro Tem
Richard J. Moore, Mayor

HOUSING SUCCESSOR

There are no items on the Housing Successor agenda for this meeting.

SUCCESSOR AGENCY

There are no items on the Successor Agency agenda for this meeting.

CITY COUNCIL

3. CITY MANAGER REPORT

UNFINISHED BUSINESS

4. I-5 Pre-Construction Mitigation Phase II - Telegraph Rd, Orr & Day Rd, Pioneer Blvd, and Florence Ave "Resurfacing & Reconstruction" – Authorization to Advertise

Recommendation: That the City Council: 1). Authorize the I-5 Pre-Construction Mitigation Phase II Project to be included in the Capital Improvement Program; 2). Approve the Plans and Specifications; and, 3). Authorize the City Engineer to advertise for construction bids.

NEW BUSINESS

5. Updated Agreement with the City of Bellflower to Provide Traffic Signal Maintenance Services

Recommendation: That the City Council: 1). Approve the Updated Agreement with the City of Bellflower to Provide Traffic Signal Maintenance Services; and 2). Authorize the City Manager to execute the Agreement on behalf of the City.

6. Entertainment Conditional Use Permit Case No. 11-2

Compliance review of Entertainment Conditional Use Permit Case No. 11-2 to allow the continued operation and maintenance of an entertainment use involving live performances and dancing activities at the Santa Fe Springs Drive-In and Swap Meet located in the M-2-FOZ, Heavy Manufacturing-Freeway Overlay, Zone, at 13963 Alondra Boulevard. (Newport Diversified, Inc. for Santa Fe Springs Swap Meet)

Recommendation: That the City Council find that the subject use is in compliance with all the conditions of approval and approve the continued operation and maintenance of Entertainment Conditional Use Permit Case No. 11-2 subject to the conditions of approval contained within this report. The City Council shall note that this matter may be brought back to the Commission at any time should the Applicant violate any of the conditions of approval or any of the City Codes, or should there be a need to modify, add or remove a condition of approval.

7. Alcohol Sales Conditional Use Permit Case No. 11A-2

Compliance review of Alcohol Sales Conditional Use Permit Case No. 11A-2 to allow the continued on-site sale and consumption of alcoholic beverages at the Santa Fe Springs Drive-In and Swap Meet located in the M-2-FOZ, Heavy Manufacturing-Freeway Overlay, Zone, at 13963 Alondra Blvd. (Newport Diversified, Inc. for Santa Fe Springs Swap Meet)

Recommendation: That the City Council find that the subject use is in compliance with all of the conditions of approval and approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit Case No. 11A-2 subject to the conditions of approval contained within this report. City Council shall note that this matter may be brought back at any time should the applicant violate any condition of approval or any City Code, or should there be a need to modify, add, or remove a condition of approval.

CLOSED SESSION

8. Conference with Legal Counsel – Existing Litigation

Subdivision (d)(1) of Section 54956.9

Name of Case: City v. Valley View-Santa Fe Springs, LLC, et al

Case No. BC425701

9. Conference with Legal Counsel--Anticipated Litigation

Significant exposure to litigation pursuant to subdivision (d)(2) of Section 54956.9

One potential case

Please note: Item Nos. 10 - 22 will commence in the 7:00 p.m. hour.

10. **INVOCATION**

11. **PLEDGE OF ALLEGIANCE**

INTRODUCTIONS

12. Representatives from the Youth Leadership Committee

13. Representatives from the Chamber of Commerce

City of Santa Fe Springs

Regular Meetings

April 25, 2013

14. ANNOUNCEMENTS

Chamber of Commerce Youth Enrichment Fund Essay and Poster Contest Winners

PRESENTATIONS

15. Proclaiming April 26, 2013 as "National Arbor Day"

16. Proclaiming the Month of May as "Mental Health Awareness Month" in the City of Santa Fe Springs

17. Proclaiming the Month of May as "Older Americans Month" in the City of Santa Fe Springs

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

18. Appointment of Liaison to Chamber of Commerce Youth Enrichment Fund Board

19. Committee Appointments

20. ORAL COMMUNICATIONS

This is the time when comments may be made by interested persons on matters not on the agenda having to do with City business.

21. EXECUTIVE TEAM REPORTS

22. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted at the following locations; Santa Fe Springs City Hall, 11710 Telegraph Road; Santa Fe Springs City Library, 11700 Telegraph Road; and the Town Center Plaza (Kiosk), 11740 Telegraph Road, not less than 72 hours prior to the meeting.

Anita Jimenez, CMC

Deputy City Clerk

April 18, 2013

Date



City of Santa Fe Springs

City Council Meeting

April 25, 2013

UNFINISHED BUSINESS

I-5 Pre-construction Mitigation Phase II - Telegraph Road, Orr & Day Road, Pioneer Boulevard and Florence Avenue "Resurfacing & Reconstruction" – Authorization to Advertise

RECOMMENDATION

That the City Council take the following actions:

1. Authorize the I-5 Pre-construction Mitigation Phase II Project to be included in the Capital Improvement Program
2. Approve the Plans and Specifications; and
3. Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The City Council, at their meeting of November 22, 2011, approved the Agreement with the I-5 Consortium Cities Joint Powers Authority for the Use of Measure R Highway Program Design and Construction Funding. This Agreement covered the rehabilitation of Local Agency roadways anticipated to be impacted by the I-5 Freeway widening and improvement project.

Within Santa Fe Springs, per the Agreement, the four roadways to be rehabilitated include:

Telegraph Road, from San Gabriel River to Pioneer Boulevard;
Orr & Day Road, from Florence Avenue to Telegraph Road;
Pioneer Boulevard, from Lakeland Road to Telegraph Road; and
Florence Avenue, from Orr & Day Road to Norwalk Boulevard

At this time, staff is requesting authorization to advertise the Project for bids for the rehabilitation of these four roadways. Work includes removal and replacement of deteriorated curb and gutter and localized sidewalk; modification and re-construction of new curb ramps; removal and reconstruction of median noses; grind the existing roadway, removal and replacement of deteriorated pavement, placement of an asphalt concrete pavement cap on the roadway; removal and replacement of existing in pavement flashers at two crosswalks; and signing and striping.

To mitigate the potential disruption of the work to adjacent schools, businesses and residential properties, the work will be segmented into two Phases. The first Phase consists of work on Orr & Day Road and Florence Avenue, and the second Phase, includes work on Pioneer Boulevard and Telegraph Road. Additionally, certain components of the work will only be allowed to occur at night or on weekends, to

Report Submitted By: Noe Negrete, Director
Department of Public Works

Date of Report: April 17, 2013

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lessen impacts to through traffic using these roadways. And finally, the work is being scheduled and phased so that the work has minimal impact to Santa Fe High School.

The total estimated cost of the street rehabilitation project, including construction, engineering, inspection, and contract change orders, is \$2,756,100.

The project specifications are complete and the Public Works Department is ready to advertise for construction bids for this project, upon City Council approval of the plans and specifications. A copy of the plans and specifications is on file with the City Clerk and is available for public review.

FISCAL IMPACT

The City of Santa Fe Springs will be reimbursed up to \$2,756,186.89 by the Los Angeles Metropolitan Transportation Authority (MTA). Local funds will be needed only to make initial payments to the Contractor in advance of reimbursement. Any cost overruns will be the responsibility of the City. The Project must be completed and all funds disbursed by June 30, 2014.

INFRASTRUCTURE IMPACT

The rehabilitation work will provide for roadways with improved drainage and rideability as well as improved pedestrian access along the sidewalks that serve the area. These roadways will serve as major detour roads during the construction of the I-5 Freeway widening project.



Thaddeus McCormack
City Manager

Attachment:

Location Map

Subrecipient Agreement with the I-5 Consortium Cities JPA

PROJECT LOCATION

The map shows the Cedarvale neighborhood in Cedar Rapids, Iowa. Key streets include Cedarvale, Davenport, and various residential streets. A black arrow points to a specific area on Cedarvale street, labeled "PROJECT LOCATION". The map also shows the Cedar River and the Cedarvale Bridge. Other streets shown include Cedarvale, Davenport, and various residential streets.



NO SCALE

**SUBRECIPIENT AGREEMENT BETWEEN
THE CITY OF SANTA FE SPRINGS AND THE I-5 CONSORTIUM
CITIES JOINT POWERS AUTHORITY**

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 22nd day of November, 2011 ("Effective Date") by and between the CITY of SANTA FE SPRINGS, a California municipal corporation ("Santa Fe Springs" or "Subrecipient City") and the I-5 CONSORTIUM CITIES JOINT POWERS AUTHORITY, a California Joint Powers entity ("the Consortium").

RECITALS

A. The Consortium has entered into that certain Measure R Highway Program Design and Construction Funding Agreement ("Grant Agreement") with the Los Angeles County Metropolitan Transportation Authority ("MTA"), by which the Consortium will receive fourteen million, one hundred sixty-eight thousand, one hundred seven dollars (\$14,168,107.00) for the I-5 South pre-construction mitigation project ("Project"). The Grant Agreement is attached hereto as Exhibit A and incorporated herein by reference.

B. The Consortium has entered into a subrecipient agreement with the City of La Mirada ("La Mirada" or "Subrecipient City"), titled "Subrecipient Agreement Between the City of La Mirada and the I-5 Consortium Cities Joint Powers Authority," effective as of December 13, 2011, to complete a certain portion of the design and construction of the Project as described in Attachment C to the Grant Agreement.

C. The Consortium has entered into a subrecipient agreement with the City of Norwalk ("Norwalk" or "Subrecipient City"), titled "Subrecipient Agreement Between the City of Norwalk and the I-5 Consortium Cities Joint Powers Authority," effective as of November 15, 2011, to complete a certain portion of the design and construction of the Project as described in Attachment C to the Grant Agreement.

D. The Consortium has entered into a subrecipient agreement with the City of Downey ("Downey" or "Subrecipient City"), titled "Subrecipient Agreement Between the City of Downey and the I-5 Consortium Cities Joint Powers Authority," effective as of November 22, 2011, to complete a certain portion of the design and construction of the Project as described in Attachment C to the Grant Agreement.

E. Together, Norwalk, La Mirada, Santa Fe Springs, and Downey shall be referred to as "Subrecipients" or "Subrecipient Cities."

F. The Consortium wishes to contract with the Subrecipients at a total cost of fourteen million, one hundred sixty-eight thousand, one hundred seven dollars (\$14,168,107.00) ("Funds") for the design and construction of all portions and phases of the Project as described in Attachment C to the Grant Agreement.

G. Santa Fe Springs desires to provide design and construction services to implement its share of the Project.

NOW, THEREFORE, the parties hereto agree as follows:

1. SUBRECIPIENT OBLIGATIONS

1.1 Implementation of Sub-Projects. Santa Fe Springs hereby agrees to coordinate, perform and complete the design and construction of the improvements identified as Project Numbers 9, 10, 16, and 17 in Attachment C of the Grant Agreement ("Santa Fe Springs Projects").

1.2 Use of MTA Funds. Santa Fe Springs hereby agrees to use the Funds solely to implement the Santa Fe Springs Projects pursuant to all of the terms and conditions of this Agreement and the applicable terms and conditions of the Grant Agreement. The Funds shall be used solely to reimburse the actual expenses incurred by Santa Fe Springs to implement the Santa Fe Springs Projects.

1.3 Compliance with Grant Agreement. Santa Fe Springs shall perform its respective obligations under the Grant Agreement. In the event that MTA determines Santa Fe Springs has breached its obligations under the Grant Agreement, Santa Fe Springs will be solely responsible for complying with any MTA demands, determinations, fines, or other such actions or penalties initiated by MTA because of the breach. No non-breaching Subrecipient City, non-participating cities, or the Consortium as a whole shall be in any way responsible for satisfying any MTA demands made in response to a breach of the Grant Agreement by Santa Fe Springs. If Santa Fe Springs is found in breach of the Grant Agreement, it shall remain obligated under this Agreement and remain responsible to fulfill its obligations under this Agreement, including those obligations under Section 1.1.

1.4 Compliance with Law. Santa Fe Springs shall perform the Santa Fe Springs Projects as detailed under Section 1.1 of this Agreement in accordance with all ordinances, resolutions, statutes, rules, and regulations of any federal, state or local government agency having jurisdiction at the time service is rendered.

2. DISBURSEMENT OF FUNDS

2.1 Maximum Amount of Funds. Upon compliance with the requirements set forth herein, Consortium shall make the following reimbursements to Santa Fe Springs:

(a) For the Santa Fe Springs Projects, the Consortium shall reimburse Santa Fe Springs an amount not to exceed two million, seven hundred fifty-six thousand, one hundred eighty-six and eighty-nine cents (\$2,756,186.89), which shall constitute the Consortium's full obligation to Santa Fe Springs and other Consortium

service providers, unless the Consortium receives additional funds from MTA for the completion of the Santa Fe Springs Projects or unless the Consortium opts to shift funds currently allocated under the Grant Agreement from other projects identified in the Grant Agreement to the Santa Fe Springs Projects. In such case, the parties shall amend the Agreement to reflect the additional sum and, if applicable, the additional services Santa Fe Springs shall provide. If the funds are insufficient to complete the Santa Fe Springs Projects, Santa Fe Springs shall secure and provide such additional non-Grant funds necessary to complete the Santa Fe Springs Projects. Reimbursement, if any, by the Consortium is conditioned upon receipt of such funds by the Consortium from MTA and obtaining all required approvals from MTA, including, but not limited to, environmental clearances. If MTA funds are not forthcoming from MTA for any reason, the Consortium shall not have any obligation to reimburse Santa Fe Springs through any other source of Consortium funds.

2.2 Cost Overruns. At no time shall the Consortium or a non-participating member city be liable for any cost associated with the Project, including the Santa Fe Springs Projects. In the event that MTA Funds are not forthcoming from MTA for any reason, or if the funds allocated to Santa Fe Springs are insufficient to cover costs for the Santa Fe Springs Projects in any way, the member cities of the Consortium that are not named as Subrecipients under this Agreement will not be held liable for any costs. Santa Fe Springs will be solely responsible for any costs associated with the Santa Fe Springs Projects in the event that MTA Funds are not forthcoming for any reason, or in the event that the funds allocated to Santa Fe Springs are insufficient to cover costs for the Santa Fe Springs Projects in any way.

2.3 Method of Payment. The Consortium shall make reimbursements to Santa Fe Springs upon Santa Fe Springs's submittal of, and Consortium's approval of: (i) a detailed invoice; and (ii) the program performance reports required by the Grant Agreement. To the extent the Funds actually have been received from MTA, the Consortium shall pay Santa Fe Springs for all expenses stated on the invoice, which are approved by Consortium pursuant to this Agreement no later than two weeks after receipt of payment from MTA, provided the program performance reports are also timely submitted and approved.

3. **PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Santa Fe Springs shall commence, prosecute, and complete the Santa Fe Springs Projects as detailed under Section 1.1 of this Agreement within the time periods established in Section 9 of the Grant Agreement, unless extensions of such time periods have been approved in writing by the Consortium. The Santa Fe Springs Projects must be completed and all Funds must be distributed no later than June 30, 2014, as required by Section 9 of the Grant

Agreement. Notwithstanding any provisions in this Agreement to the contrary, any Funds not distributed by June 30, 2014, are subject to lapse.

3.3 Force Majeure. The time period(s) specified for performance of the work under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Santa Fe Springs, including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riot, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Consortium and MTA, if Santa Fe Springs shall, within ten (10) days of the commencement of such delay, notify the Consortium Representative in writing of the causes of the delay.

3.4 Term. This Agreement is effective as of the Effective Date written above, and shall be terminated when all of the following have occurred, unless earlier terminated in accordance with Section 7.2: (i) the entirety of the Project has been completed, (ii) all audits and reports have been submitted by Santa Fe Springs to the Consortium pursuant to the Grant Agreement and MTA requirements, and (iii) MTA has released final disbursement to Consortium and Santa Fe Springs has received final disbursement of Funds from Consortium pursuant to this Agreement; or by June 30, 2014, whichever event occurs first. In the event that the June 30, 2014 deadline is extended pursuant to any agreement between the Subrecipients, the new deadline shall take the place of "June 30, 2014" in the preceding sentence.

3.5 Reversion of Assets Upon the expiration or sooner termination of this Agreement, Santa Fe Springs shall transfer to the Consortium: (i) any and all Funds on hand that Santa Fe Springs is not already obligated to pay to others for the Santa Fe Springs Projects; and (ii) any accounts receivable attributable to the use of the Funds that Santa Fe Springs is not already obligated to pay to others for the Santa Fe Springs Projects.

4. **COORDINATION OF WORK**

4.1 Subrecipient Representative. The Subrecipient Representative for Santa Fe Springs shall be the City Manager of Santa Fe Springs or such person as may be designated by the City Manager of Santa Fe Springs in writing. The Consortium shall refer any decisions which must be made by Santa Fe Springs to the Subrecipient Representative. Any approval of Santa Fe Springs required hereunder shall mean the approval of the Subrecipient Representative, unless the Subrecipient Representative shall inform the Consortium that the decision must be made by the Santa Fe Springs City Council.

4.2 Consortium Representative. The Consortium Representative shall be the Executive Director, or such person as may be designated by the Executive Director in writing. It shall be Santa Fe Springs's responsibility to ensure that the Consortium Representative is kept informed of the progress of the performance of the

services and Santa Fe Springs shall refer any decisions, which must be made by Consortium to the Consortium Representative. Any approval of Consortium required hereunder shall mean the approval of the Consortium Representative, unless the Consortium Representative shall inform Santa Fe Springs that the decision must be made by the Board of Directors.

4.3 Independent Contractor. Santa Fe Springs is, and shall at all times remain as to Consortium, to the other Subrecipients, and to all member cities of the Consortium not named as Subrecipients under this Agreement, a wholly independent contractor. Santa Fe Springs shall have no power to incur any debt, obligation, or liability on behalf of Consortium, on behalf of another Subrecipient City, or on behalf of any member city of the Consortium not named as a Subrecipient City under this Agreement. Neither Consortium nor any of its agents shall have control over the conduct of Santa Fe Springs or any of Santa Fe Springs's employees, except as set forth in this Agreement. Santa Fe Springs shall fully comply with the worker's compensation laws regarding the City of Santa Fe Springs and Santa Fe Springs's employees. Santa Fe Springs further agrees to indemnify and hold Consortium, the other Subrecipient Cities, and all member cities of the Consortium not named as Subrecipients under this Agreement harmless from any failure of Santa Fe Springs to comply with applicable workers compensation laws.

5. **MANDATORY LIABILITY COVERAGE**

5.1 General Liability Coverage. Santa Fe Springs shall obtain, at its sole cost and keep in full force and effect during the term of this Agreement, commercial general liability coverage in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage.

5.2 Professional Liability Coverage Santa Fe Springs shall require errors and omissions liability insurance appropriate for each of the professions engaged by Santa Fe Springs in the engineering and design of the Santa Fe Springs Projects in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) annual aggregate.

5.3 Memorandum of Coverage. Santa Fe Springs shall file with Consortium upon the execution of this Agreement, a memorandum of coverage issued by the California Joint Powers Insurance Authority which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Consortium prior to the effective date of such cancellation, or change in coverage.

5.4 Subrecipient City Insurance. The general liability coverage shall provide (i) that the coverage shall extend to the Consortium, and each of its officers, agency, employees, and volunteers and (ii) that the coverage shall operate as primary coverage.

5.5 Coverage Requirements. Santa Fe Springs shall require each consultant or contractor retained by Santa Fe Springs to implement the Santa Fe Springs Projects to obtain liability coverage at least as comprehensive as required under Section 5.1-5.4 hereunder and shall require the Consortium and its officers, agents, employees, and volunteers to be named as additional named insured on such coverage. Santa Fe Springs shall also require each consultant and contractor to obtain Worker's Compensation coverage at not less than the minimum required under California law.

6. **RECORDS AND REPORTS**

6.1 Reports. Santa Fe Springs shall prepare and submit detailed invoices regarding the Santa Fe Springs Projects to the Consortium on a monthly basis. The Joint Powers Authority Engineer (or his or her designee) shall prepare and submit monthly progress reports on behalf of Santa Fe Springs, which shall be submitted to MTA, the Subrecipients' city managers, and the Subrecipients' elected officials, to fulfill the Consortium's reporting obligations under the Grant Agreement.

7. **ENFORCEMENT OF CONTRACT**

7.1 Applicable Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California and the United States, as applicable. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of Los Angeles, State of California, the United States District, or any other appropriate court in Los Angeles County, and Santa Fe Springs covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Termination. Consortium may terminate this Agreement if Consortium receives notice from MTA that the Grant Agreement has been terminated by giving thirty (30) days notice to Santa Fe Springs. The Consortium shall reimburse Santa Fe Springs for all costs incurred prior to the termination date, in accordance with Part II, Section 2 of the Grant Agreement.

7.3 Waiver. Waiver by any party of any of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement.

7.4 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default, or any other default by the other parties.

7.5 Legal Action. In addition to any other rights or remedies, any party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to complete specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.6 Attorneys' Fees. If any party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to actual attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other costs for investigating such action, taking depositions and discovery and all other costs incurred in such litigation.

8. INDEMNIFICATION

8.1 Neither Consortium nor any officer or employee thereof, nor any member of the Consortium which is not named as a Subrecipient City in this Agreement, shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Santa Fe Springs, its officers, agents, employees, contractors and subcontractors under this Agreement. Santa Fe Springs shall fully indemnify, defend, and hold harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees, and any claims for damages of any nature whatsoever arising out of this Agreement, including without limitation: (i) misuse of the Funds by Santa Fe Springs, or its officers, agents, employees, contractors or subcontractors; (ii) breach of Santa Fe Springs's obligations under this Agreement; or (iii) any act or omission of Santa Fe Springs, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of services, in connection with this Agreement and, without limitation, implementation of the Santa Fe Springs Projects.

9. MISCELLANEOUS PROVISIONS

9.1 Notices. Any notices, bills, invoices or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (i) the day of delivery if delivered by hand or overnight courier service during Santa Fe Springs's and Consortium's regular business hours or by facsimile before or during regular business hours; or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered the parties and Subrecipients at the following addresses:

If to Norwalk:

City Clerk
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5773

With a copy to:

Michael Egan, City Manager
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5773

If to La Mirada:

City Clerk
City of La Mirada
13700 La Mirada Boulevard
La Mirada, California 90638
Fax: (562) 943-1463

With a copy to:

Tom Robinson, City Manager
City of La Mirada
13700 La Mirada Boulevard
La Mirada, California 90638
Fax: (562) 943-1463

If to Santa Fe Springs:

City Clerk
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, California 90670
Fax: (562) 868-7112

With a copy to:

Thaddeus McCormack, City Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, California 90670
Fax: (562) 868-7112

If to Downey: City Clerk
City of Downey
11111 Brookshire Ave.
Downey, California 90241
Fax: (562) 923-6388

With a copy to:

Gerald Caton, City Manager
City of Downey
11111 Brookshire Ave.
Downey, California 90241
Fax: (562) 923-6388

If to Consortium: I-5 Consortium Cities Joint Powers Authority
12700 Norwalk Boulevard
P.O. Box 1030
Norwalk, California 90651-1030
Fax: (626) 737-8495

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

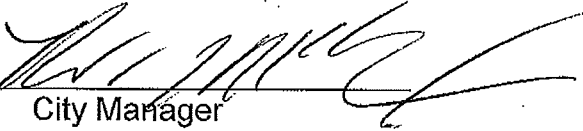
9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties, and non shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrants that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement, on behalf of said party; (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

9.5 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated here by reference, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have signed this document as of the date written in the introductory paragraph.

CITY OF SANTA FE SPRINGS

By: 
City Manager

**I-5 CONSORTIUM CITIES JOINT
POWERS AUTHORITY**

By: 
Executive Director

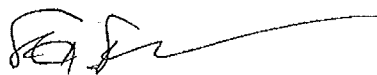
ATTEST:

By: 
City Clerk

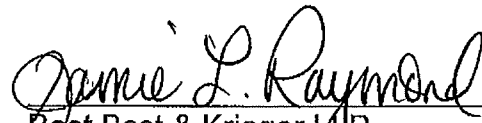
ATTEST:

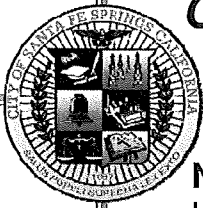
By: _____

APPROVED AS TO FORM:


Steven N. Skolnik
City Attorney

APPROVED AS TO FORM:


Best Best & Krieger LLP
Special Counsel for the Authority



City of Santa Fe Springs

City Council Meeting

April 25, 2013

NEW BUSINESS

Updated Agreement with the City of Bellflower to Provide Traffic Signal Maintenance Services

RECOMMENDATION

That the City Council take the following actions:

1. Approve the Updated Agreement with the City of Bellflower to Provide Traffic Signal Maintenance Services; and
2. Authorize the City Manager to execute the Agreement on behalf of the City.

BACKGROUND

In October 1995, the City of Santa Fe Springs began providing traffic signal maintenance services to the City of Bellflower as well as the cities of Paramount and La Habra Heights.

The original agreement with the City of Bellflower was modeled after the signal maintenance agreement that was being used at the time by the County of Los Angeles Department of Public Works Traffic and Lighting Division. The original agreement has several references to equipment that are out of date and over the years the agreement has been in effect, the City of Bellflower has added several additional tasks to the services they receive from Santa Fe Springs. Bellflower staff would like to formally incorporate these additional items into the agreement. As a result of the proposed updates to the agreement there will be no changes to the current charges to Bellflower or the method of calculating charges for services provided and the scope of services will be updated to reflect all of the services that are currently being received by the City of Bellflower.

The original 1995 agreement with the City of Bellflower had a scope of work that was limited to the maintenance of 46 traffic signals, the associated illuminated street name signs and intersection lighting that existed at each of the 46 locations. The current scope of work includes the maintenance of 50 traffic signals and both illuminated and non-illuminated street name signs, intersection lighting, plus the maintenance of 6 city-owned parking lot lighting systems and 130 street lights as well as any special projects requested by the City of Bellflower.

The agreement is a 5-year agreement and would terminate in April 2018. At this time, the cost per intersection to be paid by Bellflower would remain at \$64.50. Costs for extraordinary maintenance will continue to be billed at the actual cost of labor, equipment, and materials used plus agreed upon markups and indirect costs specified in the Agreement. The agreement does contain a termination clause where the agreement can be cancelled by either party after 90 days of written notice.

FISCAL IMPACT

There is no fiscal impact

INFRASTRUCTURE IMPACT

There is no infrastructure impact.



Thaddeus McCormack
City Manager

Attachment(s)

Agreement

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

**CITY OF BELLFLOWER
AGREEMENT FILE NO. 242.1**

**AGREEMENT WITH SANTA FE SPRINGS
FOR TRAFFIC SIGNAL, STREET NAME SIGN
AND HIGHWAY LIGHTING MAINTENANCE**

THIS AGREEMENT is made and entered into this 25th day of April, 2013, by and between the City of Bellflower, a municipal corporation ("Bellflower") and the City of Santa Fe Springs, a municipal corporation ("Contractor"). Contractor and Bellflower are sometimes collectively referred to as ("Parties").

WITNESS

WHEREAS, on September 22, 1995, Parties entered into Agreement File No. 242 for traffic signal, illuminated street name sign and highway safety lighting maintenance (the "1995 Agreement"); and

WHEREAS, Parties desire for this Agreement to supersede the 1995 Agreement; and

WHEREAS, Bellflower has forty-six (46) signalized intersections at various locations 100% within Bellflower, and from time to time, may signalize other intersections; and

WHEREAS, Bellflower has four (4) yellow flashing beacons 100% owned by Bellflower; and

WHEREAS, Bellflower seeks 24-hour maintenance of Bellflower's traffic signals; and

WHEREAS, Contractor has specialized knowledge, training, and experience in the routine preventative and extraordinary maintenance services of traffic signals; and

WHEREAS, Contractor desires to perform the maintenance services for Bellflower under this Agreement; and

WHEREAS, Bellflower desires Contractor provide such services, subject to the terms and conditions set forth in this Agreement for a period of five (5) years; and

WHEREAS, the purpose of this Agreement is to provide routine preventative and extraordinary maintenance services for existing traffic signals, and those new traffic signals that from time to time may be installed by Bellflower during the life of this Agreement.

Now, therefore, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. CONTRACT TERM

This Agreement is effective as of date first listed above and upon execution by both Parties for a period of five (5) years; provided, that either Bellflower or Contractor, in its sole discretion, shall have the right to terminate this Agreement, without cause at any time, by giving written notice via U.S. certified mail, return receipt requested, at least ninety (90) days prior to the effective date of that termination.

2. MANAGEMENT

Bellflower's Director of Public Works shall represent Bellflower in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to expand the tasks to be performed or change the compensation due to Contractor. Bellflower's City Manager shall be authorized to act on Bellflower's behalf and to execute all necessary documents which enlarge the tasks to be performed or change Contractor's compensation, subject to Section 4 hereof. Contractor's Director of Public Works, or his/her designee, shall represent Contractor in all matters pertaining to the administration of this Agreement for Contractor, but not including the authority to expand the tasks to be performed. Contractor's City Manager, or his/her designee, shall be authorized to act on Contractor's behalf and to execute all necessary documents which enlarge the tasks to be performed or change Contractor's compensation.

3. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit B, attached hereto and incorporated herein as though set forth in full. Contractor shall complete the tasks according to the Scope of Work which is also set forth in Exhibit B.

4. PAYMENT

(a) Bellflower agrees to pay Contractor a flat monthly rate of \$64.50 per signal (46 signals) for routine maintenance and \$32.25 per flasher (4 flashers) per month based upon actual signals inspected and maintained. Those monthly rates shall be used for billing. Thereafter, to ensure an equitable annual cost, the rates may be revised and adjusted for each fiscal year upon 60 days written notice and written approval by Bellflower.

(b) Contractor shall not be compensated for any services, including extraordinary maintenance, ("additional services") rendered in connection with its performance of this Agreement which are in addition to routine maintenance, unless the additional services are authorized in advance and in writing by Bellflower's Director of Public Works or her/his designee. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by Bellflower's Director of Public Works or her/his designee and Contractor at the time Bellflower's written authorization is given to Contractor for the performance of those services. Bellflower's

City Manager may approve amendments to this Agreement for additional work up to the amount authorized pursuant to the most recent Bellflower Council-approved administrative policies relating to Bellflower's City Manager's authority to enter into new agreements. Any additional services in excess of that amount shall be approved by Bellflower's City Council.

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

(d) The first bill in each fiscal year for routine maintenance shall show the itemization of salaries and wages, material equipment, and appropriate overheads upon which the flat rates referred to in Section 4a, are based. Materials shall include miscellaneous items of service and expense. All bills for extraordinary maintenance and additional services shall show the itemization specified above.

(e) Payment for extraordinary maintenance and additional services shall include actual salaries, wages, parts and equipment costs and may include an additional 17% added to salaries and wages for overhead and to equipment for depreciation and that 17% shall be shown as separate line items in the invoices for extraordinary maintenance. The cost of parts or supplies is based on actual costs plus a 15% markup. In addition, Contractor's services will be billed on an actual invoice plus a 10% markup

5. TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) Bellflower or Contractor may at any time, for any reason, with or without cause, terminate this Agreement, or any portion hereof, by serving upon the other party at least ninety-days' (90-days') prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under the Agreement, unless notice provides otherwise. If Bellflower terminates a portion of the Agreement, then such termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, Bellflower shall pay to Contractor the actual value of the work satisfactorily performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, Contractor will submit an invoice to Bellflower pursuant to Section 4.

6. DEFAULT OF CONTRACTOR

(a) Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event Contractor is in default for cause under the terms of this Agreement, Bellflower shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to Contractor following notice of default and an opportunity to cure, as set forth in subsection (b) of this Section. If such failure by Contractor to make progress in the performance of work hereunder arises out of causes beyond Contractor's control, and without fault or negligence of Contractor, then it shall not be considered a default.

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

7. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by Bellflower that relates to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of Bellflower or its designees at reasonable times to such books and records; shall permit Bellflower to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of Bellflower and may be used, reused, or otherwise disposed of by Bellflower without the permission of Contractor. With respect to computer files, Contractor shall make available to Bellflower, at Contractor's office and upon reasonable written request by Bellflower, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

8. INDEMNIFICATION

(a) Neither Bellflower nor any officer or employee of Bellflower shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Contractor under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Contractor under this Agreement. It is also understood and agreed, pursuant to Government Code, Section 895.4, Bellflower shall fully indemnify, defend, and hold harmless Contractor from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of Bellflower under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Bellflower this Agreement.

(b) Neither Contractor nor any officer or employee of Contractor shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of Bellflower under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Bellflower under this Agreement. It is also understood and agreed, pursuant to Government Code, Section 895.4, Contractor shall fully indemnify, defend, and hold harmless Bellflower from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of Contractor under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of Contractor this Agreement.

9. INDEPENDENT CONTRACTOR

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

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

10. LEGAL RESPONSIBILITIES

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

11. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

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

12. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without Bellflower's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the Bellflower's City Manager or unless requested by the Bellflower's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives Bellflower notice of such court order or subpoena.

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

13. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by 1) personal service; 2) delivery by a reputable document delivery service, such as, but not limited to, Federal

Express, which provides a receipt showing date and time of delivery; or 3) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as the party may later designate by notice.

To Bellflower: City of Bellflower
 Attention: Jeffrey L. Stewart, City Manager
 16600 Civic Center Drive
 Bellflower, CA 90706

To Contractor: City of Santa Fe Springs
 Attention: Thaddeus McCormack, City Manager
 11710 Telegraph Road
 Santa Fe Springs, CA 90670

14. ASSIGNMENT

Contractor shall, under no circumstances, assign this Agreement, in whole or in part, to another party without the express written consent of the City Council of Bellflower. On occasion, Contractor is allowed to use subcontractors for specialty items, such as installation of loop detectors, crane work, boring for underground conduits, etc.; provided, that Contractor has notified Bellflower's Public Works Director of such work.

15. GOVERNING LAW

Bellflower and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the State or Federal district court with jurisdiction over Bellflower.

16. ENTIRE AGREEMENT

This Agreement contains the entire understanding between Parties relating to the obligations of Parties described in this Agreement. All prior or previous agreements, including, but not limited to, the 1995 Agreement, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Parties are entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material. Subsequent modifications to this Agreement shall be effective only if in writing and signed by authorized representatives of Parties.

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

CITY OF BELLFLOWER,
a general law City

CITY OF SANTA FE SPRINGS,
a general law City

By: _____
Jeffrey L. Stewart, City Manager

By: _____
Thaddeus McCormack, City Manager

Attest:

Attest:

Debra D. Bauchop, City Clerk

By: _____
Anita Jimenez, Deputy City Clerk

Approved As To Form:

Approved As To Form:

Joseph W. Pannone, City Attorney

Steve Skolnik, City Attorney

ATTACHMENTS:

- Exhibit A: Locations for Maintenance of Traffic Control Devices**
- Exhibit B: Scope of Work**
- Exhibit C: Map of City Parking Lots**
- Exhibit D: Map of Street Lights on Bellflower Boulevard**
- Exhibit E: Map of Street Lights in Executive Tract**

CITY OF BELLFLOWER
AGREEMENT FILE NO. 242.1 – EXHIBIT A
LOCATIONS FOR MAINTENANCE OF TRAFFIC CONTROL DEVICES

ID No.	LOCATION	HIGHWAY SAFETY LIGHTS	ILLUMINATED STREET NAME SIGNS
BLF 1	Alondra Blvd. & Bellflower Blvd.	6	0
BLF 2	Alondra Blvd. & Clark Ave.	4	0
BLF 3	Alondra Blvd. & Cornuta Ave.	2	0
BLF 4	Alondra Blvd. & Eucalyptus Ave.	2	0
BLF 5	Alondra Blvd. & McNab Ave.	2	0
BLF 6	Alondra Blvd. & Ryon Ave.	2	0
BLF 7	Alondra Blvd. & Virginia Ave.	2	0
BLF 8	Alondra Blvd. & Woodruff Ave.	4	0
BLF 9	Ardmore Ave. & Artesia Blvd.	3	0
BLF 10	Ardmore Ave. & Flower St.	4	0
BLF 11	Artesia Blvd. & Bellflower Blvd.	4	0
BLF 12	Artesia Blvd. & Canehill Ave.	2	0
BLF 13	Artesia Blvd. & Clark Ave.	4	0
BLF 14	Artesia Blvd. & Palo Verde Ave.	4	1
BLF 15	Artesia Blvd. & Woodruff Ave.	4	0
BLF 16	Beach St. & Woodruff Ave.	2	0
BLF 17	Bellflower Blvd. & Belmont St.	4	0
BLF 18	Bellflower Blvd. & Somerset Blvd.	4	0
BLF 19	Bellflower Blvd. & Flora Vista St.	4	0
BLF 20	Bellflower Blvd. & Flower St.	4	0
BLF 22	Bellflower Blvd. & Jefferson St.	2	0
BLF 23	Bellflower Blvd. & Oak St.	4	0
BLF 24	Bellflower Blvd. & Park St.	2	0

City of Bellflower
Agreement File No. 242.1 – Exhibit A
Page 2 of 2

ID No.	LOCATION	HIGHWAY SAFETY LIGHTS	ILLUMINATED STREET NAME SIGNS
BLF 25	Bellflower Blvd. & Ramona St.	4	0
BLF 26	Bellflower Blvd. & Rose St.	6	0
BLF 27	Bellflower Blvd. & Rosecrans Ave.	4	0
BLF 28	Cedar St. & Clark Ave.	2	0
BLF 29	Civic Center Dr. & Flower St.	2	0
BLF 30	Clark Ave. & Somerset Blvd.	4	0
BLF 31	Clark Ave. & Flower St.	4	0
BLF 33	Clark Ave. & Oak St.	1	0
BLF 34	Clark Ave. & Park St.	2	0
BLF 35	Clark Ave. & Rosecrans Ave.	4	0
BLF 36	Somerset Blvd. & Ryon Ave.	2	0
BLF 37	Somerset Blvd. & Woodruff Ave.	4	0
BLF 38	Flora Vista St. & Woodruff Ave.	3	0
BLF 40	McNab Ave. & Rosecrans Ave.	2	0
BLF 41	Palo Verde Ave. & 183rd St./Allington	4	3
BLF 42	Rosecrans Ave. & Woodruff Ave.	4	0
BLF 43	Prichard St. & Clark Ave.	4	0
BLF 44	Alondra Blvd. at Pacific Ave.	2	0
BLF 45	Clark Ave. at Bike Trail	2	0
BLF 46	Flora Vista St. at Flower St.	3	0
FL 1	Cabell Ave. & Somerset Blvd.	1	0
FL 2	Somerset Blvd. & Eucalyptus Ave.	1	0
FL 3	Somerset Blvd. & McNab Ave.	2	0

**CITY OF BELLFLOWER
AGREEMENT FILE NO. 242.1 – EXHIBIT B**

SCOPE OF WORK

The work to be done, in general, consists of furnishing all labor, materials, tools, equipment and incidentals (unless otherwise specified), to maintain Bellflower's forty-six (46) signalized intersections, and four (4) flashing beacons 100% Bellflower owned as shown on Exhibit "A", in a safe, satisfactory and workmanlike manner.

Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in similar services, as are required by Contractor, in meeting its obligations under this Agreement. All services required under this Agreement will be performed by Contractor, and all personnel shall possess the qualifications, permits and licenses required by the State and local law to perform such services.

A. Permits and Licenses

Contractor shall procure all permits and licenses, and give all notices necessary and incidental to the due and lawful prosecution of the Agreement.

B. Patents

Contractor shall assume all responsibilities arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work.

C. Equipment Required

Contractor shall be equipped with spare parts sufficient to return a defective signal to operation following ordinary trouble calls. In those cases where a complex controller or component has to be repaired, Contractor shall install a substitute controller or component of its own, while it is repairing the defective controller or component.

D. Records

Contractor shall maintain a record of all service calls and work performed upon the signal equipment, listing dates, arrival time to location, hour of day, description of service work performed, and the certified technician's name who completed the work. A copy of such record shall be maintained at all times within the controller cabinet of each signal location.

A log sheet giving a brief description of all routine and extraordinary maintenance activities shall be attached to each monthly invoice. Each invoice, including attachments, shall have a minimum of the following but not limited to:

1. Location of intersection
2. Technician Name
3. Detailed breakdown of work performed
4. Date of invoice and date of work performed
5. Technician arrival time
6. Requestor's name and call back number
7. Description of damaged work and work performed
8. Invoice number
9. Purchase Order Number

E. Shutdowns

Contractor shall request the assistance from Bellflower's Public Works Department at (562) 804-1424, extension 2259 and notify Bellflower's Director of Public Works or her/his authorized representative or designee at (562) 804-1424, extension 2285, of any signal turn-offs or turn-ons, if traffic is very heavy and Contractor feels it cannot safely bring up the signal.

F. Compliance

Contractor shall comply with all applicable codes, ordinances, laws, rules, regulations.

G. Labor Strike

It shall be the responsibility of Contractor to provide continuous maintenance services, without any interruption, of all traffic signals in Bellflower. In case of a labor strike, Contractor shall provide other means, at his own cost, to provide comparable continuous service as if there were no strike. Failing to do so will cause Bellflower to take whatever action is deemed necessary to provide such service, and the cost will be borne by Contractor.

H. Failure to Perform

If Contractor neglects to perform any of the work properly, or fails to perform any provision of this contract, then Bellflower, within three (3) days after written notice to Contractor, may, without prejudice to any other remedy it may have, make good on such deficiencies, and may deduct the cost thereof from the payment then or thereafter due Contractor; provided, however, that Bellflower's Director of Public Works shall approve such action, and certify the amount thereof to be charged to Contractor.

I. Measurement and Payment

Payment shall be made on a monthly basis for all work satisfactorily

completed the prior month. A single invoice that itemizes as follows is required:

- Routine Maintenance work; and
- Extraordinary Maintenance work

J. Routine Maintenance

The price for Routine Maintenance shall include the following services, and any other service not specified in this subsection shall fall under the category of "Extraordinary Maintenance."

(1) Coordination Timing

For non-interconnected pre-timed systems of pre-timed controllers, Contractor shall check coordination timing not less than once each month.

(2) Monthly Inspections

Contractor shall perform monthly inspections of each signalized intersection as follows:

- (a) Walk the intersection and visually inspect all signal heads for proper operation, alignment, broken lenses, and missing or damaged parts.

During the walk around, depress all pedestrian push buttons, and observe for proper timing operation and display. As soon as possible, replace broken parts, or change parts and align signal heads, adjust all vehicle or pedestrian signals as necessary. Such repairs would be payable under Section K (Extraordinary Maintenance of this Agreement).

- (b) Closely examine the functioning of the traffic controller in relation to the approaching traffic, and compare the timing chart to the intervals that are timed by the traffic controller. Correct the time of intervals, if necessary, as per the timing card and notify Bellflower's Director of Public Works or his/her designee for verification of work performed.
- (c) Observe traffic as it approaches the intersection, in order to determine if the detector loops, detector loop cables, and amplifiers are operating properly. Adjust or re-tune detect amplifiers, if necessary.
- (d) Inspect all load switches, photo-cells, dials, controller cabinet switches, relays, clocks, cabinet locks, cabinet mechanisms,

cooling fans, etc., and make routine adjustments or minor repairs, if necessary.

- (e) Clean the controller cabinet; vacuum if necessary; remove any foreign material. Look for water or excessive dampness inside the cabinet. Determine the cause, and remedy the condition. Check the filter, and replace it if necessary.
- (f) Maintain a clear and accurate record of the field inspection in the controller cabinet. This record will include the monthly inspection summary showing the date and time checked, and who checked it. If a controller needs to be replaced due to malfunctioning and needs repair, then Contractor shall notify Bellflower's Public Works Department within 24 hours of controller replacement. Any replacement controller shall be adjusted to reflect the timing and settings according to the timing chart.
- (g) Replace the air filter elements in all cabinets so equipped, every twelve (12) months during the term of this Agreement.
- (h) A nighttime survey (Night Tour) shall be conducted quarterly to inspect and identify any inoperable intersection lighting, street and parking lot lighting, soffit lighting, and illuminated street name signing. A report of all findings and actions from such survey shall be sent to Bellflower's Director of Public Works for review.
- (i) Notify Bellflower's Public Works Department when the visibility of traffic signal indications or intersection lighting is impaired by trees, shrubbery, or other obstacles.

K. Extraordinary Maintenance

Extraordinary Maintenance shall consist of the following:

- Failure or malfunction of the signal system if caused by vehicle collision, vandalism, civil disorder, windstorm, natural disasters, street construction, replacement or excavation; or
- Minor upgrading or installation as directed by Bellflower.
- Repair of broken lenses, missing or damaged parts, burned-out indications, etc. that are found during the monthly Routine Maintenance and Night Tour inspections.

(1) Repair

Contractor shall repair any and all defective parts of the signal system that cause the signal failure or malfunction, as the occasion arises, such as the signal controller, pedestrian timers, timing dial, master controllers, coordinating units, (State of California) synchronizer and interconnect, flashers, all kinds of burnouts, detector loops, push buttons, sensing units, communication hardware, and wiring systems, etc., unless the failure or malfunction falls in the category of "Routine Maintenance" as defined in this Agreement.

(2) Loop Detector Replacement

Once it is determined by Bellflower a saw cut has so deteriorated that applying more epoxy is insufficient, the loop detector shall be replaced upon receiving approval from Bellflower's Director of Public Works. Contractor shall provide a schedule for installation of any loop detectors with an estimated completion date.

(3) Lamp Replacement

Contractor shall replace all lamps and Light Emitting Diodes (LED's) in all signals on an 80% depletion curve, in accordance with the time schedule contained in the specifications. All traffic signal lamps must conform to the standards of the N.E.M.A., U.L., E.I.A., A.S.T.M., A.N.S.I., and any local ordinance that may apply.

If incandescent lamps are present and are in need of replacement based upon the above criteria, Contractor shall replace the lamp to an approved manufacturer LED.

Contractor agrees and acknowledges Bellflower's traffic signals contain LED's, which include red, amber and green balls and arrows.

(4) LED Replacement

Contractor agrees to use only standard traffic signal LED's equivalent in performance, reliability and durability to those manufactured to California Department Transportation's (Caltrans) standards. Contractor agrees to supply all labor and equipment to perform the re-lamping function, with the cost of the LED's and associated installation labor to be invoiced to Bellflower. Contractor shall clean, polish and inspect all lenses and reflectors at the time the traffic signals are re-lamped. At this time, all broken or deteriorated parts will be replaced or changed, as necessary, signal

heads aligned, mast arm mounted, street name signs adjusted, and optically programmed signal heads adjusted.

(5) Pedestrian Signals and Street Name Signs

Contractor shall replace pedestrian signal modules and internally illuminated street name sign lamps, as they become dim or inoperative. Contractor shall also replace ballasts and transformers for these units as required.

(6) Lighting at Intersections

Intersection lighting at signalized intersections are to be replaced as they become inoperative, or when directed by Bellflower. High pressure sodium lamps are to be used for replacement.

(7) Emergency Service

Contractor shall maintain a 24-hour per day emergency service for the replacement of burned-out lamps or LED's, turned heads and controller malfunctions, or any damage creating a public hazard. The intersections where said traffic signals are located shall be regularly monitored by Contractor or his representatives. Contractor shall repair parts, replace parts and lamps or LED's, and otherwise keep the traffic signals in good working condition. Contractor shall maintain a local telephone number where representatives of Contractor can be reached 24 hours per day. This telephone number is to be made available to all persons designated by Bellflower.

Contractor shall make immediate service calls on an emergency basis, responding within one (1.5) hours in the event of malfunctions of the controller or signal system, or turned head.

(8) Notification

Contractor shall contact Bellflower's Director of Public Works regarding any Extraordinary Maintenance work (except that necessary to maintain operation) that exceeds \$1000 in cost and seek approval from Bellflower's Director of Public Works before the work is scheduled or commenced.

(9) Emergencies

When directed by Bellflower, Contractor shall respond immediately to emergency calls such as a total blackout, and dispatch the qualified personnel and equipment to reach the site within one (1.5)

hours of Bellflower's direction under normal circumstances.

For an emergency repair of a signal that requires the turning off of power to the signal, the following procedure of traffic control shall apply.

- (a) Contractor shall dispatch qualified personnel and equipment to reach the site within one (1.5) hours of Bellflower's direction. Contractor's vehicle shall carry stop signs, traffic cones and other equipment that shall be used when directing traffic during an emergency and/or when deemed necessary by the signal technician, Bellflower's Director of Public Works, or her/his designated representative.

(10) Materials

Materials used in Extraordinary Maintenance shall be paid at Contractor's actual cost from the supplier, plus a 15% markup. All materials and parts shall be new or have the approval of Bellflower's Director of Public Works, if otherwise not new. Bellflower has the right to inspect Contractor's records to verify any material costs used for work relating to Extraordinary Maintenance.

(11) Direct Labor

As part of its monthly invoice, Contractor shall present a record of hours spent on Extraordinary Maintenance of traffic signals and appurtenances per intersection. Bellflower shall pay Contractor's direct cost for such hours of Extraordinary Maintenance as stated below:

Regular time rates will be charged to Bellflower for labor between 6:00 am to 5:00 pm, Monday through Friday. Overtime rates will be charged to Bellflower for labor between 5:00 pm and 8:00 am on weekdays, and 24 hours on Saturdays, Sundays and holidays. Under this Agreement, holidays mean New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Cesar Chavez's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, the day before Christmas from 12 noon to 5:00 pm, if Christmas falls on a day other than Saturday, Sunday or Monday, Christmas Day, the day after Christmas, in those years in which Christmas falls on a Thursday and every day appointed by the President or Governor for a public fast, thanksgiving, or holiday.

(12) Equipment

Bellflower shall pay Contractor's direct cost for equipment used in Extraordinary Maintenance. All salvaged or damaged materials that cannot be repaired or reused shall be delivered by Contractor to a location designated by Bellflower's Engineer. All damaged materials that can be repaired for re-use in Contractor's signal shop, shall be removed to the shop for such repairs, and shall be reinstalled when repaired.

(13) Painting

Contractor shall provide a cost to Bellflower to repaint all, signal heads, back plates and visors, unless directed otherwise by Bellflower, at least once during the term of this Agreement. Repainting shall be conducted by a method mutually agreed to by both parties.

(14) Maintenance and Inspections

Contractor shall provide intersection lighting and/or street lighting maintenance and inspections for the following specific areas in Bellflower: freeway underpasses, Alondra Bridge, Bellflower-owned parking lots, as show in Exhibit C, Bellflower-owned street lights on Bellflower Boulevard, as shown on Exhibit D, and in the Executive Tract, as shown on Exhibit E.

(15) Conflict Monitor Testing

Contractor shall provide conflict monitor testing. If Contractor determines a conflict monitor unit is defective or malfunctioning, then Contractor shall conduct repairs in accordance with Sections K.(1) and K.(8) above.

L. Protection and Traffic Control

(1) Protection

Contractor shall be responsible for, and shall provide and maintain all required barricades, railings, lights and warning signs, and shall take all necessary precautions to avoid injury or damage to any person or property, and shall, at its own cost and expense, defend, protect and indemnify Bellflower against any claim or liability arising from, or based on the lack of proper safeguards or negligence, whether by himself or his agents, employees or subcontractors.

Contractor shall protect all work, materials and equipment from damage from any cause whatsoever, and provide adequate and

proper storage facilities during the progress of the work. It shall provide for the safety and good condition of all work, and replace all damaged or defective work, materials and equipment.

Contractor shall exercise diligence to avoid damage to sprinkler piping, valves, trees, planting, turf, etc., in addition to buildings, structures, pavement, fences and footings. Any required tree branch trimming or removal shall be brought to the attention of Bellflower promptly, and shall be performed by Bellflower personnel.

M. Traffic Control

Traffic control shall conform to the California Manual on Uniform Traffic Control Devices (California MUTCD), latest edition, and must be approved by Bellflower's Director of Public Works or his/her designee.

Contractor shall conduct his operation as to cause the least possible obstruction and inconvenience to vehicular and pedestrian traffic.

Contractor shall furnish, erect and maintain such fences, barriers, lights, warning devices and signs in compliance with the California MUTCD, latest edition, or as may be deemed necessary by Bellflower's Director of Public Works, to give adequate warning to the public at all times the road or street is obstructed, and of any abnormal conditions to be encountered as a result thereof.

(1) Payment for Traffic Control

Payment for barricading, protection and vehicular and pedestrian traffic control shall be included in the cost estimate for extraordinary maintenance to adequately perform the work involved to the satisfaction of Bellflower's Director of Public Works.

N. Guarantee

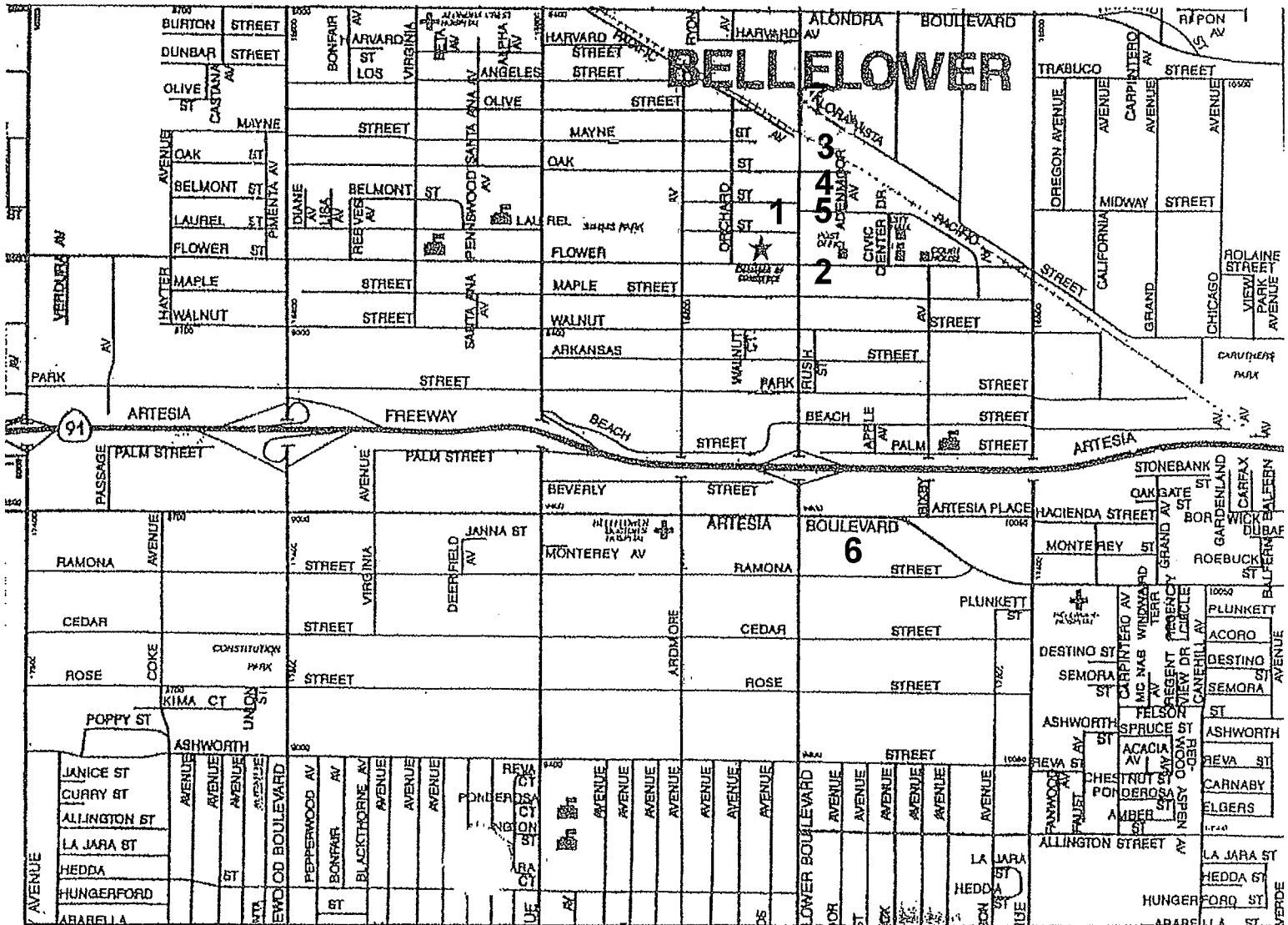
Contractor hereby guarantees the entire work performed by it under this Agreement will meet fully all requirements thereof as to quality of workmanship and materials furnished by it.

Contractor hereby agrees to make, as its own expense, any repairs or replacements made necessary by defects in materials or workmanship supplied by it that become known within one (1) year of the repair or replacement and upon notice to Contractor regarding said defects.

O. Record Requests

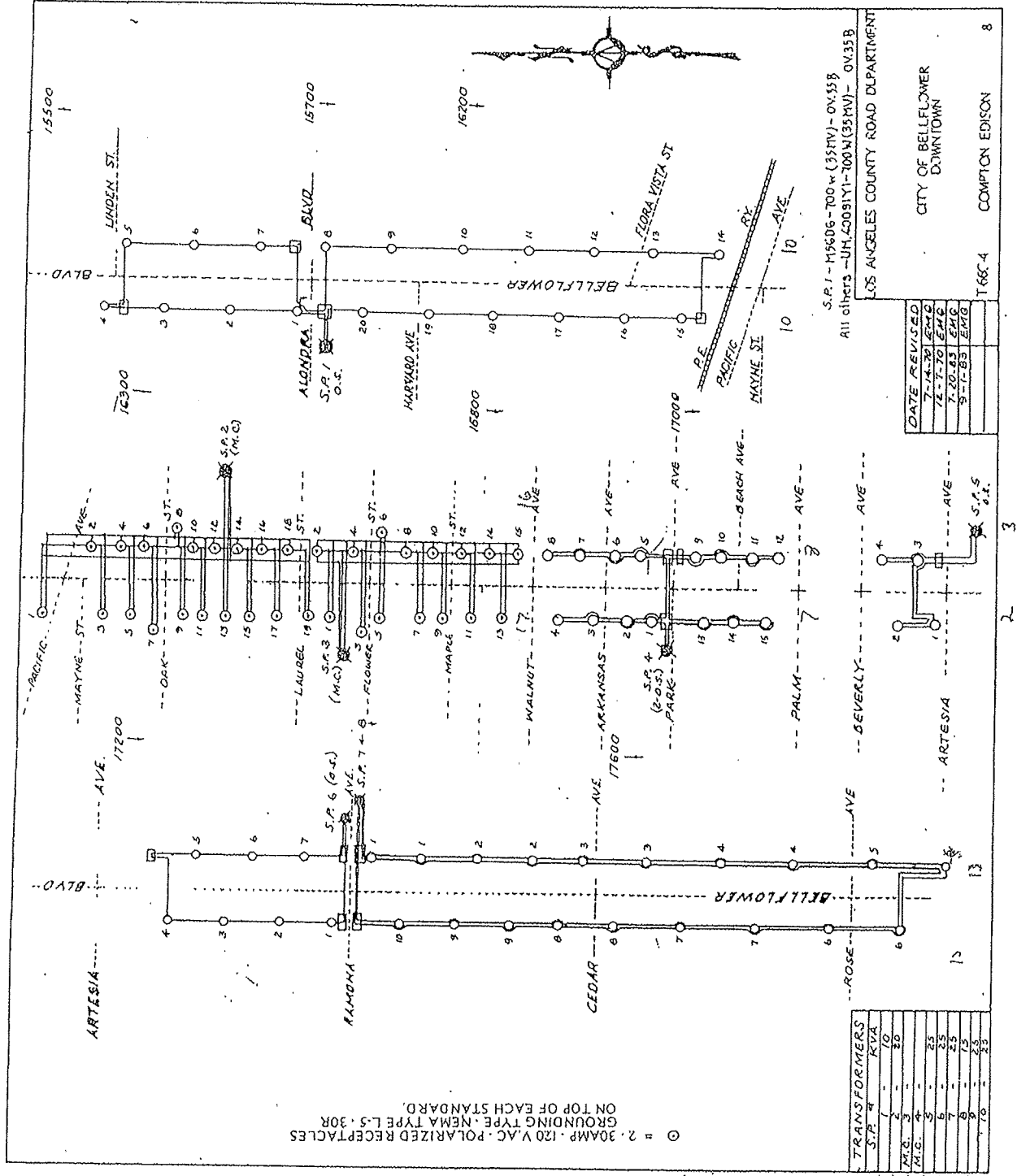
At the request of Bellflower's Director of Public Works or her/his designee, Contractor shall provide timing chart information, cost account information or any other documentation related to services provided by Contractor. Contractor shall be entitled to compensation for such requests on a time and materials basis in accordance with Section 4.(e) of the Agreement.

CITY OF BELLFLOWER
 AGREEMENT FILE NO. 242.1 - EXHIBIT C
 PARKING LOT LOCATIONS

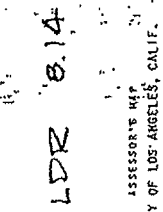


1. Parking District No. 1 – North of Bellflower Boulevard from Flower Street to Mayne Street
2. North of Flower Street east of alley east of Bellflower Boulevard
3. North of Oak Street east of alley east of Bellflower Boulevard
4. South of Oak Street east of alley east of Bellflower Boulevard
5. North of Belmont Street east of alley of Bellflower Boulevard
6. South of Artesia Boulevard at rear of Doughboy's Store, 9826 East Artesia Boulevard

CITY OF BELLFLOWER AGREEMENT FILE NO. 242.1 - EXHIBIT D STREET LIGHTS ON BELLFLOWER BOULEVARD



95-12-58
95-55-55
95-55-55
95-55-55
95-55-55



TRACT NO. 19478
MB. 497-17-18

2308
CODE

FOR PREV. ASSMT. SEE:
6279 - 32



NEW BUSINESS

Entertainment Conditional Use Permit Case No. 11-2

Compliance review of Entertainment Conditional Use Permit Case No. 11-2 to allow the continued operation and maintenance of an entertainment use involving live performances and dancing activities at the Santa Fe Springs Drive-In and Swap Meet located in the M-2-FOZ, Heavy Manufacturing-Freeway Overlay, Zone, at 13963 Alondra Boulevard. (Newport Diversified, Inc. for Santa Fe Springs Swap Meet)

RECOMMENDATION

That the City Council find that the subject use is in compliance with all the conditions of approval and approve the continued operation and maintenance of Entertainment Conditional Use Permit Case No. 11-2 subject to the conditions of approval contained within this report. The City Council shall note that this matter may be brought back to the Commission at any time should the Applicant violate any of the conditions of approval or any of the City Codes, or should there be a need to modify, add or remove a condition of approval.

BACKGROUND

The Santa Fe Springs Drive-in and Swap Meet ("Swap Meet") operates a swap meet use within the drive-in theater grounds located at 13963 Alondra Boulevard. In 1989, the swap meet management made a decision to show fewer movies (down to approximately two per year) and expand the swap meet services/activity from a weekend activity to Tuesday through Sunday. With the elimination of movie-showings, management allowed swap meet vendors to construct permanent vending booths to help protect the vendors from the weather elements and to provide them with a larger area to display merchandise; the booths also provide an orderly and uniform appearance to the overall swap meet activity.

In 1998, the swap meet management experienced a steady drop in swap meet attendance. In an effort to attract customers, management decided to provide live entertainment and dancing in conjunction with the swap meet activity. Accordingly, the swap meet management applied for and was granted Entertainment Conditional Use Permit (ECUP) Case No. 11 by the Planning Commission and the City Council at their respective meetings of May 26 and May 28, 1998, to allow the establishment and operation of an entertainment use involving live performances and dancing. This

strategy has been successful in increasing customer attendance.

ECUP Case No. 11-2 is before the City Council because the last time extension expired. Concurrent with this request, the applicant is also requesting compliance review of Conditional Use Permit Case No. 453 to allow the continued operation and maintenance of the swap meet use, and Alcohol Sales Conditional Use Permit Case No. 11A-2 to allow the continued sale of alcoholic beverages for on-site consumption.

CALLS FOR SERVICE

Within the past year (since March 2012), there have been a total of 82 calls for service (CFS). Within those 82 CFS, two were related to public intoxication. Two separate independent calls were received which involved knife stabbings. In one case, the suspect was intoxicated; in the other case, the victim was intoxicated and uncooperative with the officers.

It should be noted that 82 CFS within the year is not considered a high number considering that 1.2 million people visit the swap meet every year. It should also be noted that the swap meet personnel and its security work well with Whittier Police Officers who are promptly called whenever there is a need for their involvement.

STAFF CONSIDERATIONS

As with all entertainment type uses, Staff's primary concern is noise and crowd management. The management for the swap meet continues to work closely with Staff and the surrounding businesses to mitigate potential spill-over noise, parking, and any other adverse impacts resulting from the entertainment component of the drive-in.

To ensure protection to the health, safety and welfare of the patrons, as well as the adjacent businesses and the overall general public, the entertainment activities are divided into three distinct categories to address security, parking contingency, and safety. Plans have been submitted to the Department of Police Services and the Department of Fire-Rescue to address each category. The category descriptions are as follows:

Category 1: Entertainment is free to paying customers of the swap meet and incidental to the regular on-going swap meet functions. Category 1 entertainment is restricted to disc jockeys, talent contests, mimes, jugglers, karaoke, patron dancing, and live bands without big name recognition and without recording contracts. No other types of entertainment are permitted under Category 1.

Category 2: Entertainment is free to paying customers of the swap meet and incidental to regular swap meet functions. This includes all forms of entertainment activities contained in Category 1, but Category 2 entertainment also includes entertainment (bands, performers, etc.) with significant regional

name recognition and/or recording contracts. No other type of entertainment is permitted under Category 2.

Category 3: Entertainment for patrons who attend the grounds specifically for the entertainment; swap meet services may be closed during this event. Special events held from time to time as opportunities present themselves and held outside the regular swap meet operation hours, with their own plot plan, seating plan, and admission structure based on the event. This form of entertainment would be in conjunction with a smaller-scale swap meet function.

The entertainment activities described in Category 1 and 2 have become a significant marketing attraction for the swap meet. The Applicant has been cooperative with the City in addressing security measures for these entertainment activities, including, but not limited to, absorbing the cost of assigned Whittier Police Officers to the location when necessary or being present at special events. The Applicant has also been cooperative in addressing concerns brought to him by the Whittier Police Officers and incorporating the officer's recommendations in a timely and reasonable manner.

Category 3 entertainment activities involve occasional special events outside of the regular swap meet operation hours. These activities require that the management of the swap meet submit a detailed application and plan to the Department of Police Services for their review and approval at least 45 days prior to the event. A complete and thorough investigation is conducted of all aspects of the proposed event. The Director of Police Services, or his designee, administratively review, approve, or deny, the application. It should be noted that to date, no event has been denied. However, there have been times where Staff has made some modifications to the plans to mitigate potential problems; Staff continues to reserve this right to do so for future events.

Overall, the entertainment activities are well managed, and Staff believes that if the activities continue to be conducted in accordance with the recommended conditions of approval, the live entertainment activities conducted on the property will not pose an adverse impact, significant risk, or nuisance to patrons, neighboring businesses, or the general public

CONDITIONS OF APPROVAL

NOTE: Changes to existing conditions are provided as a strike-through or bold.

- 1. That the Applicant shall comply with all of the conditions of approval as required under Conditional Use Permit Case (CUP) No. 453, to allow the premises for a swap meet use. Should CUP Case No. 453 become null and void, or terminated, the privileges granted under ECUP Case No. 11-2 shall also become terminated. (New)**

2. That the Applicant shall continue to maintain an updated scaled Master Site Plan of the premises (including swap meet area, stage, parking, surveillance camera locations, and entry/exit points) and that should any physical changes occur at the site, the Master Site Plan shall be modified accordingly and submitted to the Fire and Rescue Department, Police Services Center, and the Planning Department for their review and approval. It should be noted that any new construction requiring a Building Permit shall comply with the construction plan check review and approval process. (New)
3. That should there be a layout modification at the site requiring a new scaled Master Site Plan submittal, the Plan shall be submitted to the agencies mentioned in Condition No. 2 within thirty (30) days prior to the layout change. (New)
4. That the Applicant shall continue to maintain and, when required or requested, submit an updated Security Plan to the Department of Police Services. The Security Plan shall be reviewed by the Director of Police Services, and shall include, at a minimum, the following:
 - a. The Applicant's plans and actions for dealing with security in all owned, leased, or rented parking lots, security within the interior of the swap meet, and the policy and procedures used by security personnel to deal with unruly patrons. (Ongoing)
 - b. The Applicant shall require in-house and contracted security personnel to wear distinctive security uniforms at all times of operation. (Ongoing)
 - c. The Applicant shall provide specific descriptions of the roles of in-house employee security personnel and contracted security personnel. **This includes a detailed description of the amount and type (armed/unarmed) of security and security supervisors (armed/unarmed) that are present and assigned to the beer garden when there is alcohol beverages being served and/or entertainment.** (Bold and Underlined is New)
 - d. During all hours of the swap meet operation, the Applicant shall provide professional security personnel from a security company pre-approved by the Director of Police Services. A detailed description of the type, amount, role, and locations of work detail of the security personnel shall be provided. The approved security personnel shall be on-site and operate in accordance with the roles described in the pre-approved Security Plan. This includes notifying law enforcement of any unlawful activities which may occur. (Ongoing)

- e. That swap meet security personnel, in-house or contracted, shall not perform any law enforcement functions, but instead security personnel shall report immediately to the Whittier Police Department all incidents in which it could be reasonably assumed that a person could be charged with a misdemeanor or a felony offense. **(Ongoing)**
- f. That security personnel, as well as the owner, and/or management of the swap meet shall cooperate fully with the City officers and shall not obstruct or impede their entrance into the premises while in the course of their official duties. **(Ongoing)**
- g. That the Applicant shall schedule joint training every six (6) months for the Santa Fe Springs Swap Meet security personnel. Training shall be conducted by the Whittier Police Department. Additionally, the Department of Police Services and/or Department of Fire Rescue shall conduct trainings with the Santa Fe Springs Swap Meet security personnel as determined by the Director of Police Services and the Fire Chief. The type of joint training shall be approved by management of the swap meet, the Director of Police Services and the Fire Chief. The cost of the joint training shall be paid by the owner/operator of the swap meet. **(Ongoing)**
- h. The swap meet management shall continue to maintain signs at each customer entrance stating that the property owner and law enforcement reserves the right to eject anyone creating a hostile environment or a public nuisance, including, but not restricted to, behaviors such as using profanity, making intimidating comments, and flashing gang signs. A sign shall also be placed at each entrance advising patrons that shirts must be worn at all times. **(Ongoing)**
- i. That the Applicant shall place signs at each entrance to the swap meet advising patrons that, on occasion, random searches of individuals and their belongings may occur in order to gain entry into the Swap Meet grounds. **(Ongoing)**

5. General Security Requirements

- a. All parking lots associated with the nighttime swap meet operation shall be equipped with lighting of 1 foot candle power so as to illuminate and make easily discernible the appearance and conduct of all persons, employees, and patrons on or about the parking lot areas. Additionally, the position of said lighting shall not spill upon adjoining properties or disturb the neighboring residences or businesses. In order to comply with this requirement, the Applicant shall submit a detailed Lighting Plan to the Director of Police Services and the Building Department for approval prior to installation. **(Ongoing)**

- b. **The Applicant shall maintain digital video surveillance cameras overlooking the front and rear parking lots. The Applicant shall maintain security cameras in the beer garden and area(s) of entertainment. Locations of video surveillance cameras shall be approved by the Director of Police Services. Video surveillance cameras must be digital and of high quality capable of video taping during the day and night. A detailed site plan shall be provided to the Department of Police Services that depicts and describes where these cameras are located. (New)**
- c. **For any Category 2 level band, there shall be a minimum of four (4) Whittier Police Officers assigned to the Swap Meet and paid for by the Swap Meet Management. (New)**
- d. **Commencing in March through the end of September of every year, a minimum of two (2) Whittier Police Officers will be assigned to the Swap Meet during Friday nights and Sunday Afternoons. The ending or extending of this mandate will be determined by the assigned Whittier Police Sergeant in conjunction with Swap Meet management. Final determination will rest with the Whittier Police Sergeant and Director of Police Services. (New)**
- e. Video surveillance cameras and their respective recording devices shall be maintained at all times and replaced if needed by the Applicant. Video surveillance tape, digital files, and/or photographs shall be available to law enforcement upon request. **(Ongoing)**
- f. The Applicant shall maintain emergency lighting throughout any seating area. Installation of emergency lighting shall be in accordance with all Building Department and Department of Fire-Rescue requirements. **(Ongoing)**
- g. The swap meet management shall be responsible for assuring that customers do not block any aisle-ways or walkways during beer sales. This includes the queue line for alcohol sales itself. The aisle-ways, walkways, and alcohol queue line shall be identified in the Master Plan and Security Plan approved by the Director of Police Services, Planning Department, Building Department, and the Fire-Rescue Department. **(Ongoing)**

6. General Entertainment Requirements

- a. The swap meet management shall continue to provide the City with a monthly calendar of all scheduled entertainment under Categories 1 and 2 at least ten (10) days prior to the commencement of each month. In this

document, swap meet management shall categorize each entertainment activity as a Category 1 or Category 2 event. The City retains the right to alter such categorization and to require an increase in security and public safety personnel for any event. **(Ongoing)**

- b. The Applicant shall not change or make any alteration to the entertainment formats or content described herein without prior approval, in writing, from the Director of Police Services. **(Ongoing)**

7. General Building Requirements

- a. All existing buildings and structures shall be maintained in compliance with all applicable codes and regulations. The Applicant recognizes and acknowledges that the City Building Official, City Fire Chief, and other applicable regulatory agents, have the authority to require immediate compliance with regulations pertaining to public health, welfare, and safety. **(Ongoing)**
- b. All seating areas such as benches and tables shall be secured to the ground. Final plans must be submitted for seating layout, stage, shade structures, and any related items to the Department of Planning, Department of Police Services, Building Division, and Department of Fire-Rescue for approval. The related permits will not be issued until approval has been obtained from these departments. **(Ongoing)**

8. General Requirements

- a. Swap meet management shall be responsible for maintaining control of litter in the area adjacent to the subject property and to all streets and other off-street properties used for parking at all times. **(Ongoing)**
- b. Swap meet management shall be responsible for providing adequate parking, with on-site and off-site parking lots to accommodate all patrons and customers attending activities and events at the swap meet. **(Ongoing)**
- c. **No trash, junk, debris, or litter shall be disposed of in the adjacent flood control channel area at any time. All trash, junk, debris and litter shall be disposed of in on-site appropriate receptacles. On a regular basis, the Applicant shall monitor the flood control channel and clean-up any litter that has blown or migrated from the swap meet to the flood control channel. (New)**
- d. **The site shall comply with the National Pollutant Discharge Elimination System (NPDES) program in accordance with Chapter 52 of the City Code. (New)**

9. CONDITIONS OF APPROVAL-ENTERTAINMENT CATEGORY 1

- a. Conditions 1 thru 8 as described above shall apply. Otherwise, no additional entertainment Category 1 conditions apply. **(Ongoing)**

10. CONDITIONS OF APPROVAL-ENTERTAINMENT CATEGORY 2

- a. Conditions 1 thru 8 as described above shall apply. That no alteration to the plot plan shall occur, unless done so in accordance with Condition No. 2 and 3. **(Ongoing)**
- b. The Applicant shall provide at least five (5) references of prior concert locations for the entertainment group(s). This information shall be submitted with the monthly calendar described in Condition No. 6, subparagraph a. **(Ongoing)**
- c. The Security Plan approved for entertainment activities shall remain in effect and the City retains the right to modify the plan and/or require an increase in security and public safety personnel for Category 2 entertainment, including review, as to limitations on timing of alcohol sales. **(Ongoing)**

11. CONDITIONS OF APPROVAL-ENTERTAINMENT CATEGORY 3

- a. Conditions 1 thru 8 as described above shall apply. The Applicant shall complete and submit an application to conduct a special event outside of regular swap meet hours. Activities for the special event must be filed with the Department of Police Services no later than forty-five (45) days prior to the event with an approval or denial of application decision made within ten (10) days after submittal. **(Ongoing)**
- b. The subject application shall include, but not be limited to, the following:
 1. Names of all entertainment groups and vendors involved.
 2. A minimum of five (5) references of prior concert locations for the entertainment group(s).
 3. A detailed diagram, drawn to scale, of the proposed floor, seating plan, and vendor plot plan, including all ingress and egress plans.
 4. A Certificate of Insurance in the amount of \$2 million for general liability naming the City of Santa Fe Springs, its elected officials, agents, and employees as additional insured and holding the City, its elected officials, agents, and employees harmless of all liability associated with the event.

5. A detailed security, parking and traffic plan. **(Ongoing)**
- c. All required Building, Electrical, and/or Plumbing permits shall be obtained and finalized at least five (5) days prior to the event date. **(Ongoing)**
- d. All required site and fire prevention inspections shall be conducted by the Department of Fire-Rescue Department and Building Department and that all approvals shall be granted prior to the event. **(Ongoing)**
- e. All traffic/pedestrian and parking issues shall be addressed to the satisfaction of the Director of Police Services prior to the event. **(Ongoing)**
- f. The number of security and law enforcement officers and, if appropriate, other public safety personnel, required to be present at the event will be determined by the Director of Police Services and the Department of Fire-Rescue as part of Category 3 plan approval, and all costs shall be reimbursed by the licensee. **(Ongoing)**

12. General Administrative Requirements

- a. In the event the owner(s) intends to sell, lease, or sublease the subject business operation or transfer the subject Entertainment Conditional Use Permit to another owner/applicant or licensee, the Director of Police Services shall be notified in writing of said intention not less than sixty (60) days prior to signing of the agreement to sell, lease or sublease. **(Ongoing)**
- b. All other applicable requirements of the City Zoning Ordinance, Uniform Building Code, California Fire Code and the determinations of the Department of Fire-Rescue and the State Fire Marshall, and all other applicable regulations shall be strictly complied with. **(Ongoing)**
- c. This Entertainment Conditional Use Permit Case No. 11-2 shall not be valid until approved by the City Council and shall be subject to any other conditions the City Council may deem necessary to impose. **(Ongoing)**
- d. It is hereby declared that if any provisions of this Entertainment Conditional Use Permit are violated or held to be invalid or if any law, statute or ordinance is violated, the Entertainment Conditional Use Permit shall be subject to the revocation procedures and the privileges granted hereunder shall be terminated. **(Ongoing)**
- e. A copy of these conditions shall be posted and maintained with a copy of the City Business License and Fire-Rescue Department Permits in a place conspicuous to all employees at the location. **(Ongoing)**

- f. That Entertainment Conditional Use Permit Case No. 11-2 shall remain valid for an additional five (5) years until ~~October 23, 2011~~ **April 8, 2018**. Approximately, three (3) months before ~~October 23, 2011~~ **April 8, 2018**, the applicant shall request in writing that the City review the circumstances of the case for an extension of the privileges granted. **(revised wording)**



Thaddeus McCormack

City Manager

Attachment:
Location Map



City of Santa Fe Springs

Location Map

Santa Fe Springs Swap Meet
13963 Alondra Boulevard



NEW BUSINESS

Alcohol Sales Conditional Use Permit Case No. 11A-2

Compliance review of Alcohol Sales Conditional Use Permit Case No. 11A-2 to allow the continued on-site sale and consumption of alcoholic beverages at the Santa Fe Springs Drive-In and Swap Meet located in the M-2-FOZ, Heavy Manufacturing-Freeway Overlay, Zone, at 13963 Alondra Boulevard. (Newport Diversified, Inc. for Santa Fe Springs Swap Meet)

RECOMMENDATIONS

That the City Council find that the subject use is in compliance with all of the conditions of approval and approve the continued operation and maintenance of Alcohol Sales Conditional Use Permit Case No. 11A-2 subject to the conditions of approval contained within this report. City Council shall note that this matter may be brought back at any time should the applicant violate any condition of approval or any City Code, or should there be a need to modify, add, or remove a condition of approval.

BACKGROUND

The Santa Fe Springs Drive-in and Swap Meet ("Swap Meet") operates a swap meet use within the drive-in theater grounds located at 13963 Alondra Boulevard. In 1998, the swap meet management experienced a decline in the swap meet attendance. As part of a marketing effort to attract customers, management decided to provide live entertainment, dancing, and the sale of alcoholic beverages for on-site consumption. This strategy proved to be successful in increasing customer attendance.

In accordance with Ordinance 834, adopted by the City Council on March 10, 1994, the swap meet management applied for and was granted Alcohol Sales Conditional Use Permit (ASCUP) Case No. 11A-2 by the Planning Commission and the City Council at their respective meetings of September 25, and 28, 2001, to allow the sale and on-site consumption of alcoholic beverages.

ASCUP Case No. 11A-2 is before the City Council because the last time extension expired. Concurrent with this request, the applicant is also requesting a compliance review of Conditional Use Permit Case No. 453, to allow the continued operation and maintenance of the swap meet use, Conditional Use Permit Case No. 488, to allow the continued operation and maintenance of a pylon sign, and Entertainment

Conditional Use Permit Case No. 11-2, to allow the continued operation and maintenance of an entertainment use involving live performances and dancing activities at the Santa Fe Springs Drive-In and Swap Meet.

CALLS FOR SERVICE

Within the past year (since March 2012), there have been a total of 82 calls for service (CFS). Within those 82 CFS, two were related to public intoxication. Two separate independent calls were received which involved knife stabbings. In one case, the suspect was intoxicated; in the other case, the victim was intoxicated and uncooperative with the officers.

It should be noted that 82 CFS within the year is not considered a high number considering that 1.2 million people visit the swap meet every year. It should also be noted that the swap meet personnel and its security work well with Whittier Police officers who are promptly called whenever there is a need for their involvement.

STAFF CONSIDERATIONS

Staff from the Department of Police Services, Fire-Rescue Department, and the Planning Department conducted a walk-through inspection of the premises. Staff believes that if the activities continue to be conducted in accordance with the conditions of approval of this entitlement and all the other related entitlements, the sale of alcoholic beverages for on-site consumption conducted on the property will not pose a significant risk or nuisance to patrons, neighboring businesses, or the general public.

City Staff, Whittier Police Officers, and the swap meet management work together continuously to make sure the ongoing swap meet and entertainment activities continue to occur without incident and in compliance with the conditions of approval. Staff is recommending approval to continue the operation and maintenance of the Alcohol Sales Conditional Use Permit.

CONDITIONS OF APPROVAL

NOTE: Changes to existing conditions are provided as bold.

1. That the Applicant shall comply with all of the conditions of approval as required under Conditional Use Permit Case (CUP) No. 453, to allow the premises for a swap meet use. Should CUP Case No. 453 become null and void, or terminated, the privileges granted under ASCUP Case No. 11A-2 shall also become terminated. (New)

2. That the Applicant shall continue to maintain and, when required or requested, submit an updated Security Plan to the Department of Police Services. The Security Plan shall be reviewed by the Director of Police Services, and shall include, at a minimum, the following:
 - a. The Applicant's plans for dealing with security in all owned, leased, or rented parking lots, security within the interior of the swap meet, and the policy and procedures used by security personnel to deal with unruly patrons. **(Ongoing)**
 - b. The Applicant shall provide specific details on how alcohol sales are being conducted. The specific details shall include security measures that will assure that patrons under 21 years of age or individuals who are intoxicated do not consume alcoholic beverages. The security plans shall give authority to assigned law enforcement supervisors, in consultation with in-house employee security personnel, to close all beer sales. **If a consensus cannot be reached, the assigned law enforcement supervisor (WPD Lieutenant or Sergeant) or law enforcement supervisor designee's (WPD Corporal) decision shall be final in closing all beer sales. In addition, containers/cups used to serve alcoholic beverages shall not be larger than 32 ounces.** **(Ongoing – Bold and Underlined is new)**
 - c. The Applicant shall require in-house and contracted security personnel to wear distinctive security uniforms at all times of operation. **(Ongoing)**
 - d. **The Applicant shall provide specific descriptions of the roles of in-house employee security personnel and contracted security personnel. This includes a detailed description of the amount and type (armed/unarmed) of security and security supervisors (armed/unarmed) that are present and assigned to the beer garden when there is alcohol being served and/or entertainment. (New)**
 - e. That when alcoholic beverages are being served or sold on-site, the Applicant shall provide professional security personnel from a security company pre-approved by the Director of Police Services. A detailed description of the type, amount, role, and locations of work detail of the security personnel shall be provided. The approved security personnel shall be on-site and operate in accordance with the roles described in the pre-approved Security Plan. This would include notifying law enforcement of any unlawful activities which may occur. **(Ongoing)**

- f. That swap meet security personnel, in-house or contracted, shall not perform any law enforcement functions, but instead security personnel shall report immediately to the Whittier Police Department all incidents in which it could be reasonably assumed that a person could be charged with a misdemeanor or a felony offense. **(Ongoing)**
- g. That security personnel, as well as the owner, and/or management of the swap meet, shall cooperate fully with the City officers and shall not obstruct or impede their entrance into the premises while in the course of their official duties. **(Ongoing)**
- h. That the Applicant shall provide joint training every six (6) months for the Santa Fe Springs Swap Meet security personnel. Training shall be conducted by the Whittier Police Department. Additionally, the Department of Police Services and/or Fire-Rescue Department shall conduct trainings with the Santa Fe Springs Swap Meet security personnel as determined by the Director of Police Services and the Fire Chief. The type of joint training shall be approved by management of the swap meet, the Director of Police Services, and the Fire Chief. The cost of the joint training shall be paid by the owner/operator of the swap meet. **(Ongoing)**
- i. That the swap meet management shall continue to maintain a sign at each entrance stating that the property owner and law enforcement reserves the right to eject anyone creating a hostile environment or a public nuisance, including, but not restricted to, behaviors such as using profanity, making intimidating comments, and flashing gang signs. A sign shall also be placed at each entrance advising patrons that shirts must be worn at all times. **(Ongoing)**
- j. That the Applicant shall place signs at each entrance to the swap meet advising patrons that, on occasion, random searches of individuals and their belongings may occur in order to gain entry into the Swap Meet grounds. **(Ongoing)**

3. General Security Requirements

- a. That all parking lots associated with the nighttime swap meet operation (or any entertainment events) shall continue to be equipped with lighting of 1 foot candle power so as to illuminate and make easily discernible the appearance and conduct of all persons, employees, and patrons on or about the parking lot areas. Additionally, the position of said lighting shall not spill upon adjoining properties or disturb the neighboring residences or businesses. In order to comply with this requirement, the Applicant shall

submit a detailed Lighting Plan to the Director of Police Services and the Building Department for approval prior to installation. **(Ongoing)**

- b. That the Applicant shall maintain digital video surveillance cameras overlooking the front and rear parking lots. The Applicant shall maintain security cameras in the beer garden and area(s) of entertainment. Locations of video surveillance cameras shall be approved by the Director of Police Services. Video surveillance cameras must be digital and of high quality capable of video taping during the day and night. A detailed site plan shall be provided to the Department of Police Services that depicts and describes where these cameras are located. **(Ongoing)**
- c. Video surveillance cameras and their respective recording devices shall be maintained at all times and replaced if needed by the Applicant. Video surveillance tape, digital files, or photographs shall be available to law enforcement upon request. **(Ongoing)**
- d. The Applicant shall continue to provide emergency lighting throughout any seating area. Installation of emergency lighting shall be in accordance with all Building Department and Fire and Rescue Department requirements. **(Ongoing)**
- e. The swap meet management shall be responsible for assuring that customers do not block any aisle-ways or walkways during beer sales. This includes the queue line for alcohol sales itself. The aisle-ways, walkways, and alcohol queue line shall be identified in the Master Plan and Security Plan approved by the Director of Police Services, Planning Department, Building Department, and the Fire-Rescue Department. **(Ongoing)**
- f. The Applicant shall be responsible for providing security staff to constantly monitor customers, during beer sales, which may appear or be suspected of being intoxicated. Security staff shall be responsible for refusing further alcoholic beverage sales to such individuals and shall notify law enforcement personnel of any problems. **(Ongoing)**

4. Alcohol Sales Requirements

- a. That the sales, service, and consumption of alcoholic beverages shall be permitted only during the hours of swap meet operation, and during "special events" as described in Entertainment Conditional Use Permit Case No. 11-2 but, shall be restricted as required by the Alcohol Beverage Control regulations. **(Ongoing)**

- b. That the Type 40 Alcohol Beverage Control license allowing on-site consumption of beer and wine shall be restricted to the sale and consumption of alcoholic beverages on the subject site only; that the licensee shall not sell alcoholic beverages for transport and/or off-site consumption. **(Ongoing)**
- c. That alcoholic beverages shall not be consumed by swap meet patrons while they are on any adjacent property. It shall be the responsibility of the swap meet management to enforce this provision. **(Ongoing)**
- d. That solicitation of alcoholic drinks is prohibited; that is, an employee of the licensed premises shall not solicit alcoholic drinks from customers. The Applicant shall refer to and comply with Section 303 of the California Penal Code and Section 25600 of the Business and Professions Code. **(Ongoing)**
- e. That the Applicant shall have a corporate officer or manager, twenty-five (25) years or older, on the premises during business hours who will be responsible for the alcohol sales and entertainment activities. This person(s) shall obtain an ABC Manager's Permit, and the Director of Police Services shall be provided a copy of said Manager's Permit, including the name, age, residential address, and related work experience of the intended Manager prior to the Manager assuming responsibilities set forth herein. **(Ongoing)**
- f. That it shall be unlawful for any person who is intoxicated or under the influence of any drug to enter, be at, or remain upon the licensed premises as set forth in Section 25602(a) of the Business and Professions Code. Swap meet management shall be responsible for monitoring this condition and take appropriate action to be certain that such conditions do not exist. **(Ongoing)**
- g. **That when entertainment is present, all alcohol sales shall cease thirty (30) minutes prior to the ending of such entertainment or as required by the Alcohol Beverage Commission regulations. (New)**

5. General Building Requirements

- a. All existing buildings and structures shall be maintained in compliance with all applicable codes and regulations. The Applicant recognizes and acknowledges that the City Building Official, City Fire Chief, Code Enforcement, and other applicable regulatory agents, have the authority to require immediate compliance with regulations pertaining to public health, welfare, and safety. **(Ongoing)**

- b. All seating areas such as benches and tables shall be secured to the ground. Final plans must be submitted for seating layout, stage, shade structures, and any related items to the Department of Planning, Department of Police Services, Building Division, and Fire and Rescue Department for approval. The related permits will not be issued until approval has been obtained from these departments. **(Ongoing)**

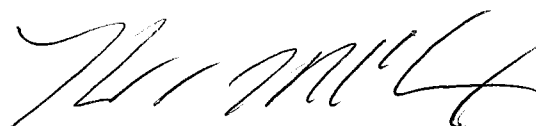
6. General Requirements

- a. Swap meet management shall be responsible for maintaining control of litter in the area adjacent to the subject property and to all streets and other off-site properties used for parking at all times. **(Ongoing)**
- b. Swap meet management shall be responsible for providing adequate parking, with on-site and off-site parking lots, to accommodate all patrons and customers attending activities and events at the swap meet. **(Ongoing)**
- c. **No trash, junk, debris, or litter shall be disposed of in the adjacent flood control channel area at any time. All trash, junk, debris, and litter shall be disposed of in on-site appropriate receptacles. On a regular basis, the Applicant shall monitor the flood control channel and clean-up any litter that has blown or migrated from the swap meet premises to the flood control channel. (New)**
- d. **The site shall comply with the National Pollutant Discharge Elimination System (NPDES) program in accordance with Chapter 52 of the City Code. (New)**

7. General Administrative Requirements

- a. In the event the owner(s) intends to sell, lease, or sublease the subject business operation or transfer the subject Alcohol Sales Conditional Use Permit to another owner/applicant or license, the Director of Police Services shall be notified in writing of said intention not less than sixty (60) days prior to signing of the agreement to sell, lease, or sublease. **(Ongoing)**
- b. All other applicable requirements of the City Zoning Ordinance, Los Angeles County Building Code, Uniform Fire Code and the determinations of the City Fire and Rescue Department and State Fire Marshal and all other applicable regulations shall be strictly complied with. **(Ongoing)**

- c. This Alcohol Sales Conditional Use Permit Case No. 11A-2 shall not be valid until approved by the City Council and shall be subject to any other conditions the City Council may deem necessary to impose. **(Ongoing)**
- d. It is hereby declared that if any provisions of this Alcohol Sales Conditional Use Permit are violated or held to be invalid or if any law, statute, or ordinance is violated, the Alcohol Sales Conditional Use Permit shall be subject to the revocation procedures and the privileges granted hereunder shall be terminated. **(Ongoing)**
- e. A copy of these conditions shall be posted and maintained with a copy of the City Business License and Fire-Rescue Department Permits in a place conspicuous to all employees at the location. **(Ongoing)**
- f. That Alcohol Sales Conditional Use Permit Case No. 11A-2 shall remain valid for an additional five (5) years until ~~October 23, 2014~~ **April 8, 2018**. Approximately, three (3) months before ~~October 23, 2014~~ **April 8, 2018**, the applicant shall request in writing that the City review the circumstances of the case for an extension of the privileges granted. **(revised wording)**



Thaddeus McCormack
City Manager

Attachments:
Location Map



City of Santa Fe Springs

Location Map

Santa Fe Springs Swap Meet
13963 Alondra Boulevard



City of Santa Fe Springs

City Council Meeting

April 25, 2013

NEW BUSINESS

Proclaiming April 26, 2013 as "National Arbor Day"

RECOMMENDATION

That the City Council proclaim April 26, 2013 as "National Arbor Day".

BACKGROUND

On April 10, 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, which would be called Arbor Day. Trees play an integral part in urban landscape by providing aesthetic value to neighborhoods as well as environmental benefits. The City of Santa Fe Springs places great value in maintaining and preserving the City's urban forest and as result of that investment has been recognized by the Arbor Day Foundation with the national designation of Tree City USA Award for the past 27th consecutive year.

The Arbor Day Foundation is a non-profit, environmental and educational organization of nearly one million members, with a mission to inspire people to plant, nurture and celebrate the benefits of trees. The Arbor Day Foundation, in cooperation with the National Association of State Foresters, and the United States Department of Agriculture Forest Service sponsors the Tree City USA program.

This year, the City of Santa Fe Springs will be celebrating its 28th year of honoring the Arbor Day tradition by planting a tree at Santa Fe Springs Christian School.

The Mayor may wish to call upon Noe Negrete, Director of Public Works, to receive the proclamation.


Thaddeus McCormack
City Manager

Attachment:
Proclamation

Report Submitted By:

Noe Negrete, Director
Public Works Department

Date of Report: April 9, 2013

NATIONAL ARBOR DAY

April 26, 2013

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and throughout the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community; and

NOW, THEREFORE, I, Richard J. Moore, Mayor of the City of Santa Fe Springs, on behalf of the City Council, do hereby proclaim April 26, 2013 as

NATIONAL ARBOR DAY

in the City of Santa Fe Springs and urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands, and further encourage all citizens to plant trees to promote the well-being of this and future generations.

DATED this 25th day of April, 2013

MAYOR

ATTEST:

DEPUTY CITY CLERK



City of Santa Fe Springs

City Council Meeting

April 25, 2013

PRESENTATION

Proclaiming the Month of May as "Mental Health Awareness Month" in the City of Santa Fe Springs

BACKGROUND

The month of May is Mental Health Awareness Month. This year's theme is, "Pathways to Wellness." It calls attention to strategies and approaches that help all Americans achieve wellness and good mental and overall health.

Wellness is more than an absence of disease. It involves complete general, mental and social well-being, and mental health is an essential component of overall health and well-being. The fact is our overall well-being is tied to the balance that exists between our emotional, physical, spiritual, and mental health.

Whatever our situation, we are all at risk of stress given the demands of daily life and the challenges it brings—at home, at work, and in life. Steps that build and maintain well-being and help us all achieve wellness involve a balanced diet, regular exercise, enough sleep, a sense of self-worth, development of coping skills that promote resiliency, emotional awareness, and connections to family, friends and the community.

Santa Fe Springs fully embraces the concept of wellness not only by improving health in the mind, body, and spirit, but also by promoting full and productive lives through community services, programs, and events.

The Mayor may wish to call upon Eddie Ramirez, Family and Human Services Supervisor to assist with the presentation of the Proclamation which will be received by Mrs. Janie Aguirre, Chairperson of the Family & Human Services Advisory Committee.

Thaddeus McCormack
City Manager

Attachment

2013 Mental Health Awareness Month Proclamation

MENTAL HEALTH AWARENESS MONTH – “PATHWAYS TO WELLNESS”

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, promotion and prevention are effective ways to reduce the burden of mental health conditions; and

WHEREAS, the Gus Velasco Neighborhood Center provides an array of mental and social services to over 13,000 patrons a year in the community; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, faith-based organization, health care provider, and citizen has a responsibility to promote mental wellness and support prevention efforts in our community,

THEREFORE, I, Richard J. Moore, Mayor, do hereby proclaim May 2013 as Mental Health Awareness Month in Santa Fe Springs. I also call upon the citizens, government agencies, public and private institutions, businesses and schools in our community to recommit in increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

Dated this 25th day of April, 2013

Mayor

Attest:

Deputy City Clerk



City of Santa Fe Springs

City Council Meeting

April 25, 2013

PRESENTATION

Proclaiming the Month of May as "Older Americans Month" in the City of Santa Fe Springs

BACKGROUND

Every year since 1963, May has been the month to appreciate and celebrate the vitality and aspirations of older adults and their contributions and achievements. It is a proud tradition that shows our nation's commitment to honor the value that older adults continue to contribute to our communities.

This year's Older Americans Month theme, "Unleash the Power of Age!" emphasizes the important role of older adults. This May, communities across the nation will recognize older Americans as productive, active, and influential members of society.

Older Americans Month celebrations will acknowledge the value that older adults continue to bring to our communities by making an effort to applaud recent achievements of local elders and inviting them to share the activities they do to unleash the power of age.

While Santa Fe Springs provides services, support, and resources to older adults year-round, Older Americans Month is a great opportunity to show special appreciation! We will continue to provide opportunities for older adults to come together and share their experiences with one another, as well as with individuals of other generations.

The Mayor may wish to call upon Eddie Ramirez, Family and Human Services Supervisor to assist with the presentation of the Proclamation which will be received by Ms. Gloria Duran, Chairperson of the Senior Citizens Advisory Committee.

Thaddeus McCormack
City Manager

Attachment

2013 Older Americans Month Proclamation

2013 OLDER AMERICANS MONTH

Whereas, there are more than 4.5 million seniors living in California; and

Whereas, 12.8 percent of the Santa Fe Springs residents are 65 years and older; and

Whereas, the Gus Velasco Neighborhood Center provides a variety of senior services to over 24,000 older adults each year and is committed to valuing all individuals and recognizing their ongoing life achievements; and

Whereas, the older adults in Santa Fe Springs play an important role by continuing to contribute experience, knowledge, wisdom, and accomplishments; and

Whereas, our older adults are active community members involved in volunteering, mentorship, arts and culture, and civic engagement; and

Whereas, recognizing the successes of our community's older adults encourages their ongoing participation and further accomplishments; and

Whereas, our community can provide opportunities to allow older citizens to continue to flourish by:

- *Emphasizing the importance of older adults and their leadership by publicly recognizing their continued achievements,*
- *Presenting opportunities for older Americans to share their wisdom, experience, and skills, and*
- *Recognizing older adults as a valuable asset in strengthening American communities.*

Now therefore, I, Richard J. Moore, Mayor of Santa Fe Springs do hereby proclaim May 2013 to be Older Americans Month in Santa Fe Springs and urge every citizen to take time this month to recognize older adults and the people who serve and support them as powerful and vital citizens who greatly contribute to the community.

Dated this 25th day of April 2013

Mayor

ATTEST:

Deputy City Clerk



City of Santa Fe Springs

City Council Meeting

April 25, 2013

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Selection of Liaison to the Chamber of Commerce Youth Enrichment Fund Board

BACKGROUND

At the City Council meeting of January 24, 2013, Mayor Pro Tem Trujillo was appointed to the Chamber of Commerce Youth Enrichment Fund Board. Due to conflicts with her work schedule, it has proven difficult for Mayor Pro Tem Trujillo to attend the scheduled meetings. Therefore, at this time, it would be appropriate for the Mayor to appoint a new liaison to this organization.

Thaddeus McCormack
City Manager

Attachments

None.

Submitted By: Anita Jimenez,
Deputy City Clerk

Date of Report: April 15, 2013



City of Santa Fe Springs

City Council Meeting


April 25, 2013

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	3	González
Beautification	1	Moore
Community Program	2	Rios
Community Program	3	Rounds
Community Program	5	Trujillo
Family & Human Services	1	Moore
Historical	2	Rios
Historical	2	Rounds
Historical	2	Trujillo
Parks & Recreation	1	Moore
Parks & Recreation	1	Rios
Parks & Recreation	1	Trujillo
Senior Citizens Advisory	1	González
Senior Citizens Advisory	2	Rios
Senior Citizens Advisory	2	Rounds
Senior Citizens Advisory	3	Trujillo
Sister City	1	Moore
Sister City	1	Rios
Sister City	2	Rounds
Sister City	2	Trujillo

Recent Actions:

Applications Received:


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Member List

Prospective Members for Various Committees/Commissions

Beautification

Marcus Hernandez

Community Program

Marcus Hernandez

Family & Human Services

Marcus Hernandez

Heritage Arts

Historical

Marcus Hernandez

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Marcus Hernandez

Traffic Commission

Youth Leadership

Joshua Rojo

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.
9:30 a.m., Town Center Hall

25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(14)
	Irene Pasillas	(14)
	Vacant	(14)
	May Sharp	(13)
	Vacant	(13)
Moore	Juliet Ray	(14)
	Paula Minnehan	(14)
	Annie Petris	(13)
	Guadalupe Placencia	(13)
	Vacant	(13)
Rios	Mary Reed	(14)
	Charlotte Zevallos	(14)
	Vaibrav Narang	(14)
	Vada Conrad	(13)
	Sally Gaitan*	(13)
Rounds	Sadie Calderon	(14)
	Rita Argoff	(14)
	Mary Arias	(13)
	Marlene Vernava	(13)
	Debra Cabrera	(13)
Trujillo	Mary Jo Haller	(14)
	Eleanor Connelly	(14)
	Margaret Bustos*	(14)
	Rosalie Miller	(13)
	A.J. Hayes	(13)

**Asterisk indicates person currently serves on three committees*

COMMUNITY PROGRAM COMMITTEE

Meets the third Wednesday in Jan., May, and Sept., at 7:00 p.m., in City Hall.

25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(14)
	Miguel Estevez	(14)
	Kim Mette	(14)
	Cecilia Leader	(13)
	Frank Leader	(13)
Moore	Rosalie Miller	(14)
	Margaret Palomino	(14)
	Mary Jo Haller	(13)
	Lynda Short	(13)
	Bryan Collins	(13)
Rios	Francis Carbajal	(14)
	Mary Anderson	(13)
	Dolores H. Romero*	(13)
	Vacant	(14)
	Vacant	(13)
Rounds	Mark Scoggins*	(14)
	Marlene Vernava	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)
Trujillo	Vacant	(14)
	Vacant	(14)
	Vacant	(14)
	Vacant	(13)
	Vacant	(13)

*Asterisk indicates person currently serves on three committees

FAMILY & HUMAN SERVICES ADVISORY COMMITTEE

Meets the third Wednesday of the month, except Jul., Aug., Sept., and Dec., at 5:30 p.m., Neighborhood Center

15 Residents Appointed by City Council

5 Social Service Agency Representatives Appointed by the Committee

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Mercedes Diaz	(14)
	Josephine Santa-Anna	(14)
	Angelica Miranda	(13)
Moore	Arcelia Miranda	(14)
	Vacant	(13)
	Margaret Bustos*	(13)
Rios	Lydia Gonzales	(14)
	Manny Zevallos	(13)
	Gilbert Aguirre*	(13)
Rounds	Annette Rodriguez	(14)
	Janie Aguirre*	(13)
	Ted Radoumis	(13)
Trujillo	Dolores H. Romero*	(14)
	Gloria Duran*	(14)
	Alicia Mora	(13)

Organizational Representatives: Nancy Stowe
Evelyn Castro-Guillen
Elvia Torres
(SPIRITT Family Services)

**Asterisk indicates person currently serves on three committees*

HERITAGE ARTS ADVISORY COMMITTEE

Meets the Last Tuesday of the month, except Dec., at 9:00 a.m., at the Gus Velasco Neighborhood Center Room 1

9 Voting Members

6 Non-Voting Members

APPOINTED BY	NAME	TERM EXP.
Gonzalez	Gloria Duran*	6/30/2014
Moore	May Sharp	6/30/2014
Rios	Paula Minnehan	6/30/2014
Rounds	A.J. Hayes	6/30/2014
Trujillo	Amparo Oblea	6/30/2014

Committee Representatives

Beautification Committee	Marlene Vernava	6/30/2013
Historical Committee	Larry Oblea	6/30/2013
Planning Commission	Manuel Zevallos	6/30/2013
Chamber of Commerce	Tom Summerfield	6/30/2013

Council/Staff Representatives

Council	Richard Moore
Council Alternate	Laurie Rios
City Manager	Thaddeus McCormack
Director of Community Services	Maricela Balderas
Director of Planning	Wayne Morrell

**Asterisk indicates person currently serves on three committees*

HISTORICAL COMMITTEE

Meets Quarterly - The 1st. Tuesday of Jan. and the first Tuesday of April, July, and Oct.,
at 5:30 p.m., Carraige Barn

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Ed Duran	(14)
	Gilbert Aguirre*	(13)
	Janie Aguirre*	(13)
	Sally Gaitan*	(13)
Moore	Astrid Gonzalez	(14)
	Tony Reyes	(14)
	Amparo Oblea	(13)
	Francine Rippy	(13)
Rios	Vacant	(14)
	Hilda Zamora	(14)
	Vacant	(13)
	Larry Oblea	(13)
Rounds	Vacant	(14)
	Vacant	(14)
	Mark Scoggins*	(13)
	Janice Smith	(13)
Trujillo	Vacant	(14)
	Alma Martinez	(14)
	Merrie Hathaway	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees*

PARKS & RECREATION ADVISORY COMMITTEE

Meets the First Wednesday of the month, except Jul., Aug., and Dec., 7:00 p.m.,
Council Chambers.

Subcommittee Meets at 6:00 p.m., Council Chambers

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jennie Carlos	(14)
	Frank Leader	(14)
	Brandy Ordway-Roach	(13)
	Raul Miranda, Jr.	(14)
	Vaibrav Narang	(13)
Moore	Jimmy Mendoza	(14)
	John Salgado	(14)
	Janet Rock	(13)
	Vacant	(13)
	Sheila Archuleta	(13)
Rios	Lynda Short	(14)
	Bernie Landin	(14)
	Vacant	(14)
	Sally Gaitan*	(13)
	Fred Earl	(13)
Rounds	Kenneth Arnold	(14)
	Richard Legarreta, Sr.	(14)
	Luigi Trujillo	(14)
	Angelica Miranda	(13)
	Mark Scoggins*	(13)
Trujillo	Miguel Estevez	(14)
	Andrea Lopez	(14)
	Vacant	(13)
	Jesus Mendoza	(13)
	Arcelia Miranda	(13)

**Asterisk indicates person currently serves on three committees*

PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

5 (2 Appointed by City Council, 1 by
Personnel Board, 1 by Firemen's Association,
1 by Employees' Association)

Terms: Four Years

APPOINTED BY	NAME	TERM EXPIRES
Council	Angel Munoz	6/30/2015
	Ron Biggs	6/30/2013
Personnel Advisory Board	Jim Contreras	6/30/2013
Firemen's Association	Wayne Tomlinson	6/30/2013
Employees' Association	Anita Ayala	6/30/2015

PLANNING COMMISSION

Meets the second Monday of every Month at 4:30 p.m.,
Chambers

Council

APPOINTED BY	NAME
Gonzalez	Jaime Velasco
Moore	Manny Zevallos
Rios	Michael Madrigal
Rounds	Susan Johnston
Trujillo	Frank Ybarra

SENIOR CITIZENS ADVISORY COMMITTEE

Meets the Second Tuesday of the month, except Jul., Aug., Sep., and Dec., at 10:00 a.m., Neighborhood Center

25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(14)
	Josephine Santa-Anna	(14)
	Vacant	(13)
	Janie Aguirre*	(13)
	Ed Duran	(13)
Moore	Yoshi Komaki	(14)
	Yoko Nakamura	(14)
	Paul Nakamura	(14)
	Astrid Gonzales	(13)
	Pete Vallejo	(13)
Rios	Vacant	(14)
	Louis Serrano	(14)
	Vacant	(14)
	Amelia Acosta	(13)
	Jessie Serrano	(13)
Rounds	Vacant	(14)
	Vacant	(14)
	Gloria Vasquez	(13)
	Lorena Huitron	(13)
	Berta Sera	(13)
Trujillo	Vacant	(14)
	Vacant	(14)
	Gilbert Aguirre*	(13)
	Margaret Bustos*	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees*

SISTER CITY COMMITTEE

Meets the First Monday of every month, except Dec., at 6:30 p.m., Town Center Hall, Mtg. Room #1. If the regular meeting date falls on a holiday, the meeting is held on the second Monday of the month.

25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Amanda Tomsick	(14)
	Kimberly Mette	(14)
	Jimmy Mendoza	(13)
	Dominique Velasco	(14)
	Lucy Gomez	(13)
Moore	Martha Villanueva	(14)
	Vacant	(14)
	Mary K. Reed	(13)
	Peggy Radoumis	(13)
	Jeannette Wolfe	(13)
Rios	Charlotte Zevallos	(14)
	Francis Carbajal	(14)
	Marlene Vernava	(13)
	Doris Yarwood	(13)
	Vacant	(13)
Rounds	Manny Zevallos	(14)
	Susan Johnston	(14)
	Vacant	(14)
	Ted Radoumis	(13)
	Vacant	(13)
Trujillo	Vacant	(14)
	Andrea Lopez	(14)
	Dolores H. Romero*	(13)
	Marcella Obregon	(13)
	Vacant	(13)

**Asterisk indicates person currently serves on three committees.*

TRAFFIC COMMISSION

Meets the Third Thursday of every month, at 6:00 p.m., Council Chambers

APPOINTED BY	NAME
Gonzalez	Ruben Madrid
Moore	Lillian Puentes
Ríos	Sally Gaitan
Rounds	Ted Radoumis
Trujillo	Greg Berg

YOUTH LEADERSHIP COMMITTEE

Meets the First Monday of every month, at 6:30 p.m., Council Chambers

Membership: 20

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Dominique Walker	()
	Victoria Molina	()
	Felipe Rangel	(14)
	Victor Garza	(14)
Moore	Destiny Cardona	(14)
	Gabriela Rodriguez	(13)
	Wendy Pasillas	(13)
	Daniel Wood	(13)
Rios	Precious Ramirez	(14)
	Danielle Garcia	(14)
	Marisa Gonzalez	(15)
	Ariana Gonzalez	(13)
Rounds	Drew Bobadilla	(13)
	Andrea Valencia	(13)
	Laurence Ordaz	(16)
	Lisa Baeza	(13)
Trujillo	Paul Legarreta	(17)
	Martin Guerrero	(13)
	Cameron Velasco	(16)
	Kevin Ramirez	(13)