



AGENDA

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

AUGUST 8, 2013
6:00 P.M.

Council Chambers
11710 Telegraph Road
Santa Fe Springs, CA 90670

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

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

4. CONSENT AGENDA

Consent Agenda items are considered routine matters which may be enacted by one motion and vote. Any item may be removed from the Consent Agenda and considered separately by the City Council.

Approval Minutes

A. Minutes of the July 11, 2013 Regular City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

NEW BUSINESS

5. Approval of Utility Agreement No. 7UA-13073 with the State Department of Transportation for the Water Main Relocation at Florence Avenue/Interstate 5 Freeway

Recommendation: That the City Council: 1). Approve Utility Agreement No. 7UA-13073 between the State Department of Transportation and City of Santa Fe Springs for the Water Main Relocation at Florence Avenue/Interstate 5 (I-5) Freeway; and 2). Authorize the Director of Public Works to execute the Utility Agreement No. 7UA-13073.

6. Interstate 5 Freeway Water Main Relocation for the Alondra Boulevard Segment on Freeway Drive - Authorization to Advertise for Construction Bids

Recommendation: That the City Council: 1). Approve the Plans and Specifications; and 2). Authorize the City Engineer to advertise for construction bids.

7. Appropriation of Funds from the City's Art in Public Places Fund and Authorization to Distribute Monies as Recommended by the Heritage Arts Advisory Committee to Fund the City's Art Education Grant Program Fiscal Year 2013/2014

Recommendation: That the City Council approve the appropriation of funds from the City's Art in Public Places Fund, Activity 6350-6100, and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program Fiscal Year 2013/2014.

8. Authorization to Renew Café Libro Concession Agreement with Tierra Mia Coffee Company

Recommendation: That the City Council authorizes the Director of Finance and Administrative Services to execute a one-year agreement with Tierra Mia Coffee Company to provide concession services in the Café Libro area of the City Library.

PRESENTATION

9. Presentation on Ridgeline Waste Water Treatment Facility and Recent Odor Issues

Please note: Item Nos. 10 - 20 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

14. **ANNOUNCEMENTS**

PRESENTATIONS

15. Recognition of Firefighter Curtis Carter for Heroic Deeds

16. Presentation on the Promenade Shopping Center by Christopher Nicholson, President of Milan Capital Management, Incorporated

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

17. Committee Appointments

18. 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.

19. EXECUTIVE TEAM REPORTS

20. 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

August 1, 2013

Date

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

July 11, 2013

1. CALL TO ORDER

Mayor Moore called the meetings to order at 6:01 p.m.

2. ROLL CALL

Present: Councilmembers González, Rios, Rounds, Mayor Pro Tem Trujillo, Mayor Moore

Also present: Thaddeus McCormack, City Manager; Steve Skolnik, City Attorney; Wayne Morrell, Director of Planning; Frank Beach, Utility Services Manager; Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Jose Gomez, Asst. City Manager/Director of Finance; Mike Crook, Fire Chief; Anita Jimenez, Deputy City Clerk

HOUSING SUCCESSOR

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

SUCCESSOR AGENCY

There were no items on the Successor Agency Agenda for this meeting.

CITY COUNCIL

3. CITY MANAGER REPORT

The City Manager reported that last week legislature delayed the implementation of the employee share rep plan (Obamacare). This is good news for City and other small businesses, as this has been a struggle to accommodate. Some of these programs are still being designed, so gives more time to assess overall costs. The City Manager reported that he would be on vacation next week, and that Jose Gomez would be Acting City Manager in his absence.

4. CONSENT AGENDA

Approval Minutes

A. Minutes of the June 13, 2013 Regular City Council Meeting

Recommendation: That the City Council approve the minutes as submitted.

Mayor Pro Tem Trujillo moved the approval of Item 4A; Councilmember González seconded the motion which passed unanimously. Councilmember Rios and Mayor Moore abstained from voting because they were not in attendance at the June 13 meeting.

NEW BUSINESS

5. Request to Adopt Resolutions Pertaining to the City's General Municipal Election to be held Tuesday, November 5, 2013

Recommendation: That the City Council adopt Resolution Nos. 9412, 9413, 9414, 9515, and 9416 which pertain to the City's General Municipal Election to be held Tuesday, November 5, 2013.

The City Attorney noted that Exhibit A of Resolution 9412, Ordinance 1044, had been revised. The motion should include the amended Ordinance.

Councilmember Rounds moved the approval of Item 5; Councilmember Rios seconded the motion which passed unanimously.

6. Transportation Services Agreement with Pupil Transportation Cooperative (PTC) - Authorization to Renew Contract

Recommendation: That the City Council authorize the City Manager to execute the agreement with Pupil Transportation Cooperative (PTC) effective July 1, 2013 through June 30, 2015.

Councilmember González moved the approval of Item 6; Councilmember Rounds seconded the motion which passed unanimously.

7. Santa Fe Springs City Hall, South Section Heating, Ventilation and Air Conditioning System Upgrade – Award of Contract

Recommendation: That the City Council: 1). Accept the bids; and 2). Award a Contract to A and Y Construction Company of Arcadia, California, in the amount of \$517,624.00.

The City Attorney stated that the Council had received a confidential memo from him regarding this item. Without disclosing the confidential information, he stated that staff has changed their recommendation and the new recommendation was to throw out all the previous bids and rebid the project.

Councilmember Rounds asked if the project were to go on as planned, when it would be completed. Noe Negrete stated that the project was scheduled to be completed by end of September. The City Manager stated that completion date would be expected if the City did not receive any legal challenges, which he would anticipate if the current low bid was accepted. He stated that he believes that re-bidding the project would be the most expeditious route to job completion. Councilmember González agreed that everyone wants the project completed as soon as possible, and agrees that re-bidding the project would be the quickest way to go. Councilmember González asked if there were strategies in place to help employees deal with the heat. The City Manager stated that a modified dress code is in place and that employees are being allowed to work modified work schedules. There are certain cool areas, like the north side, to which employees can relocate.

The City Attorney stated that the motion should be to reject all the bids and to direct staff to re-bid the project. Councilmember Rios moved the approval of Item 7 as amended; Mayor Pro Tem Trujillo seconded the motion which passed unanimously.

8. Approval of Parcel Map No. 72154

Recommendation: That the City Council: 1). Approve Parcel Map No. 72154; 2). Find that Parcel Map No. 72154 together with the provisions for its design and improvement, is consistent with the City's General Plan; and 3). Authorize the City Engineer and City Clerk to sign Parcel Map No. 72154.

Councilmember González moved the approval of Item 8; Councilmember Rounds seconded the motion which passed unanimously.

9. Request for Out-of-State Travel for Human Resources Manager to Attend the IPMA-HR Leadership Training and Conference

Recommendation: That the City Council approve out-of-state travel for the Human Resources Manager to attend IPMA-HR Trainings.

Councilmember Rios moved the approval of Item 9; Councilmember Rounds seconded the motion which passed unanimously.

Mayor Moore recessed the meetings 6:13 p.m.

Mayor Moore reconvened the meetings at 7:08 p.m.

10. **INVOCATION**

Mayor Pro Tem Trujillo gave the Invocation.

11. **PLEDGE OF ALLEGIANCE**

The Pledge was led by the Youth Leadership Committee.

INTRODUCTIONS

12. Representatives from the Youth Leadership Committee

Members of the Youth Leadership Committee introduced themselves.

13. Representatives from the Chamber of Commerce

The Mayor introduced Chamber Representative Patricia Kotze-Ramos of Diversified Risk Management, Inc.

ANNOUNCEMENTS

14. Maricela Balderas gave the Community Announcements.

Chief Crook announced the donation of \$2,000 from the SFS Firefighters Assn. and \$1,000 from the City of SFS to the Wildfire Fighters Association. SFSFA President Robert Mora announced that the donations will go directly to the families of the lost firefighters. The Council thanked the Firemen for their service.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

15. Committee Appointments

Mayor Moore confirmed the following re-appointments to the Heritage Arts Advisory Committee:

Larry Oblea as the Historical Committee's representative; Marlene Vernava as the Beautification Committee's representative; Manny Zevallos as the Planning Commission's representative; and, Tom Summerfield as the Chamber of Commerce's representative.

Mayor Moore also re-appointed Ron Biggs to the Personnel Advisory Board and appointed Martha Villanueva to Family & Human Services Committee.

16. ORAL COMMUNICATIONS

Mayor Moore opened Oral Communications at 7:17 p.m. Annette Rodriguez noted that the SFS Firemen have been supportive of the SFS Soroptimist Club activities. Mayor Moore closed Oral Communications at 7:18 p.m.

17. EXECUTIVE TEAM REPORTS

Wayne Morrell stated that the City is still taking applications for the Villages reduced-priced homes. New Businesses – Tom's Sub has moved into the plaza at the corner of Norwalk Blvd and Telegraph Rd. He also reported that there are some very good potential restaurants in negotiation. Councilmember Rounds asked when is Inter Faith Food Distribution was planned. The City Manager reported the event was scheduled for July 26. Dino Torres reported that the Pet Vaccination Clinic held at SFHS on July 10, 2013, served over 200 attendees, and administered 182 rabies shots. Councilmember Rounds asked how many dogs are registered in the City. There are approximately 1,500 registered dogs in the City.

Chief Crook reported on a hazmat incident that occurred on July 11 at 7:00 a.m. The Fire Dept received a report of a leak. A forklift punctured drum of corrosive material which produced a cloudlike release. Twenty to thirty homes in the Villages were evacuated as a precaution. The Dept of Fish and Game also responded. No material was reported to have entered the storm drain. The SFS CUPA oversaw the cleanup. There were no reported injuries.

Maricela Balderas reported on the success of the Farmer's Market which was held in the Plaza.

Councilmember González again thanked the Fire Dept for what they do for us in this community. He added that the recent tragedy in Arizona has been hard on the families of Firefighters. He complimented Community Services staff for the Farmers Market and the recent Art Fest.

Mayor Pro Tem Trujillo complemented staff on the excellent 4th of July program. She added that the Vaccination Clinic and Farmer's Markets were also great events.

Councilmember Rounds stated that it was great to see positive activities like 4th of July, the Farmers Market, and the repavement of City streets occurring.

Councilmember Rios thanked Carole Joseph, Director of Recreation Services for her work on the 4th of July event. She stated that the City is able to conduct the same activities on a smaller scale and it is fantastic.

Mayor Moore thanked City staff for the wonderful job they are doing throughout the City.

18. ADJOURNMENT

At 7:32 p.m., Mayor Moore adjourned the meetings in memory of the 19 members of the Granite Mountain Hotshots who lost their lives on June 30, while battling the 2,000-acre Yarnell Hill fire in Arizona.

Richard J. Moore, Mayor

ATTEST:

Anita Jimenez, CMC
Deputy City Clerk

Date



City of Santa Fe Springs

City Council Meeting

August 8, 2013

NEW BUSINESS

Approval of Utility Agreement No. 7UA-13073 with the State Department of Transportation for the Water Main Relocation at Florence Avenue/Interstate 5 Freeway

RECOMMENDATION

That the City Council take the following actions:

1. Approve Utility Agreement No. 7UA-13073 between the State Department of Transportation and City of Santa Fe Springs for the Water Main Relocation at Florence Avenue/Interstate 5 (I-5) Freeway; and
2. Authorize the Director of Public Works to execute the Utility Agreement No. 7UA-13073.

BACKGROUND

The State Department of Transportation is preparing to proceed with construction of the Florence Avenue/I-5 Segment of the I-5 Freeway Widening Project. In conjunction with the State's project, underground utilities will need to be relocated in order to avoid conflicting with work to be done by the State's contractor.

The Florence Avenue/I-5 Segment will involve the partial closure and full reconstruction of the Florence Avenue Bridge over the I-5 Freeway, plus changes in the roadway grades of Florence Avenue and Orr & Day Road, as well as modification of other local City streets. This work will require about 4,700 feet of City waterlines to be relocated.

The Utility Agreement (UA) attached to this report was prepared by the State to formalize the State's obligation to reimburse the City of Santa Fe Springs for all water relocation work to be done during construction by the City. As indicated in the UA, the estimated cost of the work that needs to be done is \$1,515,000.

Staff has reviewed the UA and is recommending that the City Council approve the agreement and authorize the Director of Public Works to execute the agreement.

FISCAL IMPACT

The City of Santa Fe Springs will be reimbursed up to a maximum of \$1,515,000 for work to be done. If it is later determined that the final cost of the work will exceed that amount, the agreement will be amended to cover the updated cost, so long as the cause of the increase is not associated with work done outside of the defined "Work To Be Done" in the Agreement.

INFRASTRUCTURE IMPACT

Execution of the agreement will allow the City to be reimbursed for relocation of City-owned water facilities in conflict with the proposed widening of the I-5 Freeway.



Thaddeus McCormack
City Manager

Attachment:

1. Utility Agreement No. 7UA-13073

DISTRICT 7	COUNTY Los Angeles	ROUTE 5	POST MILE 5.8/8.3	PROJECT ID 07000001835
FEDERAL AID NUMBER			OWNER'S FILE NUMBER City of Santa Fe Springs	
FEDERAL PARTICIPATION On the Project <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No On the Utilities <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				

Owner Payee Data No. VC*23659 AD001 or Form STD 204 is attached ☐

UTILITY AGREEMENT NO. 7UA-13073 **DATE** _____

The State of California acting by and through the Department of Transportation, hereinafter called "STATE" proposes to construct I-5 to add one HOV lane and one mixed-flow lanes in each direction and upgrading the inside and outside shoulders to the standard width. Two structures - Florence Ave. OC, NB on ramp from Florence Ave, and Orr and Day Overhead structure will be replaced as part of Segment 5. **City of Santa Fe Springs, 11710 Telegraph Road, Santa Fe Springs, CA 90670-3679.** hereinafter called "OWNER," owns and maintains 4" water on Mondon (U-1), 6" water on Mondon (U-2), 8" water cross I-5 @ Sta 323+20 (U-2), 6" ACP water south of I-5 on Buell & Muller St. (U-2), 8" Abn stl water south of I-5 (U-2), 8" water crossing I-5 @ Sta 323+20 & along southbound I-5 (U-2), 4" abandon water line on Cecilia, Buell, & Muller St (U-2), 6" ACP water south of I-5 on Quinn St (U-3), 4" Abn stl water south of I-5 on Quinn St (U-3), 4" water on Fairford (U-8), 8" water on Fairford (U-8), within the limits of STATE'S project which requires relocation to accommodate STATE's project.

I. WORK TO BE DONE

In accordance with Notice to Owner No. 7-13073 dated June 20, 2013, Owner shall relocate the referenced facilities that are in conflict with the proposed widening of Route 5. All work shall be performed substantially in accordance with Owner's Plan No. 12W298 dated: 05/2/2013, consisting of 11 sheets, a copy of which is on file in the District Office of the Department of Transportation at 100 S. Main Street, Los Angeles, California, 90012. Deviations from the OWNER's plan described above initiated by either the STATE or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the STATE and agreed to/acknowledged by the OWNER, will constitute an approved revision of the Owner's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Change in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities are lawfully maintained in their present location and qualify for relocation at STATE expense under the provisions of Section (702) (703) of the Streets and Highways Code.

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of out-of-state personnel (or personnel requiring lodging and meal "per diem" expenses) will not be allowed without prior written authorization by State's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-State personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for their location work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code section 1720(a) and is therefore subject to prevailing wage requirements. Owner shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

The STATE shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER'S itemized bill signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communications Commission whichever is applicable.

It is understood and agreed that the STATE will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the STATE for the "used life" or accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded cost as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by STATE of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the STATE within 360 days after the completion of the work described in Section 1 above. If the STATE has not received a final bill within 360 days after notification of completion of Owner's work described in Section 1 of this Agreement, and STATE has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's

facilities, STATE will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the STATE processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the STATE shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by STATE. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section 1, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this

Agreement may be subject to allocation and/or approval by the California Transportation Commission.

In any event if the final bill exceeds 125% of the estimated cost of this agreement, an Amended Agreement shall be executed by the parties to this agreement prior to the payment of the OWNER's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have prior concurrence of the STATE.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and/or 18 CFR, Chapter 1, Parts 101,201, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse STATE upon receipt of STATE billing.

V. GENERAL CONDITIONS

If STATE's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, STATE will notify OWNER in writing and STATE reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All costs accrued by OWNER as a result of STATE's request of May 16, 2011 to review study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

OWNER shall submit a Notice of Completion to the STATE within 30 days of the completion of the work described herein.

It is understood that said highway is a Federal aid highway and accordingly 23 CFR 645 is hereby incorporated in this Agreement by reference; provided, however, that the provisions of any agreements entered into between the STATE and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by

UTILITY AGREEMENT NO. 13073

each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the Federal Highway Administration, shall govern in lieu of the requirements of said 23 CR 645.

STATE will acquire new rights of way in the name of either the STATE or OWNER through negotiation or condemnation and when acquired in STATE's name shall convey same to OWNER by Director's Easement Deed.

Where the OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on STATE highway right of way, Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

Upon completion of the work to be done by STATE in accordance with the above-mentioned plans and specification, the new facilities shall become the property of OWNER, and OWNER shall have the same rights in the new location that it had in the old location.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

STATE: DEPARTMENT OF TRANSPORTATION

OWNER:

By _____
Name MICHELE GRAVES Date _____
Title District Utility Coordinator
Senior Right of Way Agent

By _____
Name _____ Date _____
Title _____

APPROVAL RECOMMENDED:

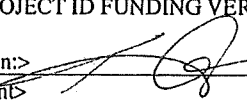
By _____
Name DAVID RIOS Date _____
Title Utility Coordinator
Associate Right of Way Agent


UTILITY AGREEMENT NO. 13073

**THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA -
DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.**

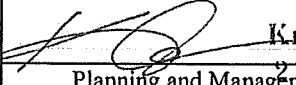
Additional Amount (Revised)

CT DOCUMENT	EVENT TYPE	DEPT	UNIT	PROJECT ID	PHASE	REPORTING	OBJ CODE	(N)	BFY	AMOUNT
07/13/13	C401	2660	1902	07X/835	9	9UA/13073	054		14	\$443,875.00
	C401	2660		253728	9					
	C401	2660			9					

PROJECT ID FUNDING VERIFIED	
Sign: 	Kris Andersen 213-897-0767
Print: R/W Planning and Management	Date: 7/18/13

REVIEW REQUEST FUNDING:	
Sign: 	7/17/13
DAVID RIOS Utility Coordinator	DATE

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$ 443,875.00.

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
 Kris Andersen Planning and Management 213-897-0767				Date 7/18/13
ITEM	CHAP	STAT	FY	AMOUNT
2660-301-0890	20	2013	13/14	\$443,875.00

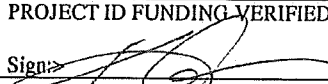
FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$
Construction Funds		\$
RW Funds		\$443,875.00


Distribution: 2 originals to R/W Accounting
1 original to Utility Owner
1 original to Utility File

UTILITY AGREEMENT NO. 13073

THIS AGREEMENT SHALL NOT BE EXECUTED BY THE STATE OF CALIFORNIA –
DEPARTMENT OF TRANSPORTATION UNTIL FUNDS ARE CERTIFIED.

CT DOCUMENT	EVENT TYPE	DEPT	UNIT	PROJECT ID	PHASE	REPORTING	OBJ CODE	(N)	BFY	AMOUNT
0713441013073	C401	2660	1902	07X1835	9	9VA13073	054		13	\$1,071,125.00
	C401	2660		238408	9					
	C401	2660			9					

PROJECT ID FUNDING VERIFIED	
Sign: 	Date: 6/19/13
Print: Kris Andersen	
R/W Planning and Management 213-897-0767	

REVIEW/REQUEST FUNDING:	
Sign: 	Date: 6/19/13
Print: DAVID RIOS	
Utility Coordinator	

THE ESTIMATED COST TO STATE FOR ITS SHARE OF THE ABOVE DESCRIBED WORK IS \$ 1,071,125.00.

CERTIFICATION OF FUNDS				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure shown here.				
Kris Andersen 213-897-0767				
Planning and Management				Date: 6/19/13
ITEM	CHAP	STAT	FY	AMOUNT
2460-301-088	21	2012	13	\$1,071,125.00

FUND TYPE	PROJECT ID	AMOUNT
Design Funds		\$
Construction Funds		\$
RW Funds		\$1,071,125.00

Distribution: 2 originals to R/W Accounting
1 original to Utility Owner
1 original to Utility File



City of Santa Fe Springs

City Council Meeting

August 8, 2013

NEW BUSINESS

Interstate 5 Freeway Water Main Relocation for the Alondra Boulevard Segment on Freeway Drive – Authorization to Advertise for Construction Bids

RECOMMENDATION

That the City Council take the following actions:

1. Approve the Plans and Specifications; and
2. Authorize the City Engineer to advertise for construction bids.

BACKGROUND

The State Department of Transportation is under construction of the Alondra Boulevard/Interstate 5 (I-5) segment of the I-5 Freeway Widening Project. In conjunction with the State's project, underground utilities will need to be relocated in order to avoid conflicting with the work to be done by the State's contractor.

The Alondra Boulevard/I-5 Segment involves the complete closure and reconstruction of the Alondra Boulevard Bridge over the I-5, plus major changes in the grade and layout of Freeway Drive. This work will require about 1,000 feet of City waterlines to be relocated.

At this time, staff is requesting authorization to advertise the Project for bids to realign the City's existing waterline, to accommodate the State's I-5 Widening Project Schedule. Waterline relocation work includes furnishing and installing 12-inch ductile iron pipe, boring and jacking operations, and furnishing and installing fittings, valves, blow-off assemblies and appurtenances, within the vicinity of Freeway Drive and Alondra Boulevard and other ancillary work.

The Utility Agreement (UA) approved for the work secured a budget of \$944,000 to cover the cost of the re-alignment of the City's waterline.

The total estimated project cost to realign the Alondra Boulevard waterline, including construction, engineering, inspection, and contract change orders, is approximately \$400,000.

The project plans and 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 a maximum of \$944,000 for work to be done. If it is later determined that the final cost of the work will exceed that amount, the agreement will be amended to cover the updated cost, so long as the cause of the increase is not associated with work done outside of the defined "Work To Be Done" in the Agreement.

INFRASTRUCTURE IMPACT

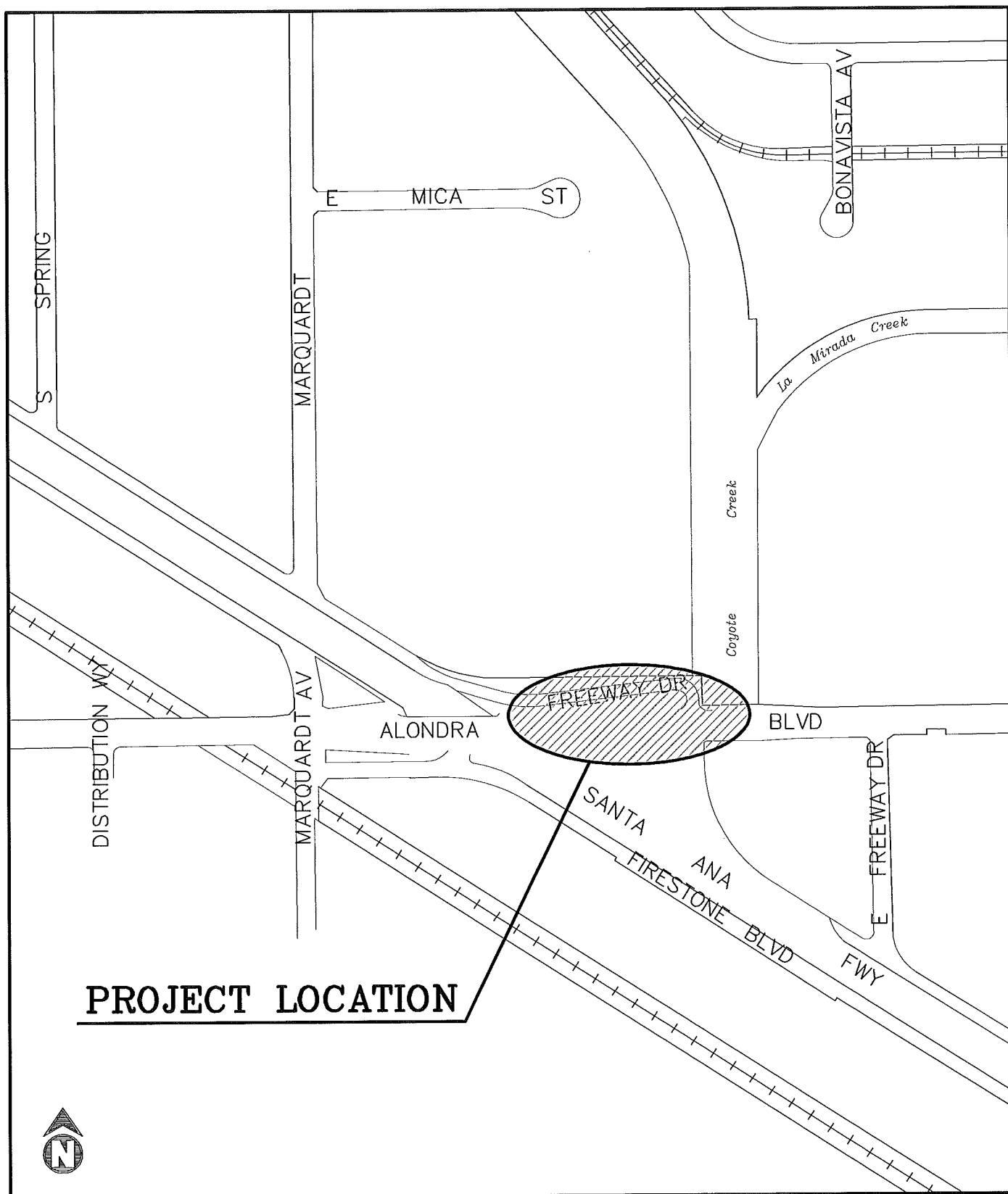
The waterline relocation work will accommodate the State's I-5 widening project, and provide City waterline facilities that meet current standards.



Thaddeus McCormack
City Manager

Attachment:

1. Location Map



INTERSTATE 5 FREEWAY WATER MAIN RELOCATION
FOR THE ALONDRA BLVD. SEGMENT ON FREEWAY DR.



City of Santa Fe Springs

City Council Meeting

August 8, 2013

NEW BUSINESS

Appropriation of Funds from the City's Art in Public Places Fund and Authorization to Distribute Monies as Recommended by the Heritage Arts Advisory Committee to Fund the City's Art Education Grant Program Fiscal Year 2013/2014

RECOMMENDATION

That the City Council approve the appropriation of funds from the City's Art in Public Places Fund, Activity 6350-6100, and authorize the distribution of monies as recommended by the Heritage Arts Advisory Committee to fund the City's Art Education Grant Program Fiscal Year 2013/2014.

BACKGROUND

Since 1991, the Heritage Arts in Public Places program has funded art education programs for young people in the City. At their July 30, 2013 meeting, the Heritage Arts in Public Places Committee reviewed a total of forty applications from schools and community groups. The Committee is recommending the funding of the following grants totaling \$49,809.07.

Cresson Elementary School <i>Art Master's Program</i>	\$3,446.00
Jersey Elementary School <i>Meet the Masters</i> <i>Journey Through Time</i>	\$3,512.50
Lakeview Elementary School <i>A Great Start with Art</i>	\$ 361.45
Los Nietos Middle School <i>Band Music</i>	\$ 600.00
Pioneer High School <i>Drumline and Colorguard Music</i>	\$3,200.00
Rancho Santa Gertrudes Elementary School <i>Mural Education Project – Kindergarten Area</i>	\$4,290.00
Rio Hondo Symphony Association <i>Children's Concert</i>	\$6,337.50

St. Paul High School	\$3,728.00
<i>Band Music</i>	
<i>Choral Music</i>	
<i>Christmas Program Music</i>	
<i>Concert Music</i>	
<i>Art Mediums</i>	
<i>Field Trip to Los Angeles County Museum of Art</i>	
St. Pius X Parish School	\$3,500.00
<i>Fine Arts Program</i>	
Santa Fe Springs High School	\$7,130.37
<i>Art Programs</i>	
<i>Field Trips to J. Paul Getty Museum, Los Angeles County Museum,</i>	
<i>and Los Angeles Fashion District</i>	
<i>Concert Choir Program Trip to Hollywood Bowl</i>	
Santa Fe Springs Christian School	\$4,678.25
<i>Animal Clay Figures</i>	
<i>Art Masters Program</i>	
<i>Classroom Art Projects</i>	
<i>California Quilt</i>	
<i>Colonial Art</i>	
<i>Patriotic Caps Art Project</i>	
<i>Pioneer Day Art Project</i>	
<i>Roots Art Program</i>	
Santa Fe Springs, City of	\$8,325.00
<i>Hispanic Heritage Student Academy</i>	
<i>Art in the City</i>	
<i>Heritage Park Art Camp Enrichment Program</i>	
Santa Fe Springs Community Playhouse	\$ 700.00
<i>Enrichment Program</i>	

FISCAL IMPACT

There are sufficient funds available in the Public Art Fund, which has been established through developers' fees. No general fund monies are used to provide these grants.



Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

August 8, 2013

NEW BUSINESS

Authorization to Renew Café Libro Concession Agreement with Tierra Mia Coffee Company

RECOMMENDATION

That the City Council authorizes the Director of Finance and Administrative Services to execute a one-year agreement with Tierra Mia Coffee Company to provide concession services in the Café Libro area of the City Library.

BACKGROUND

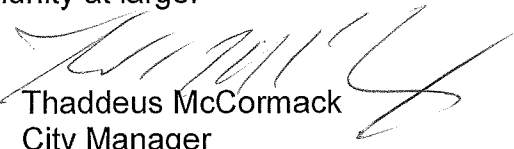
The Tierra Mia Coffee Company is currently providing concession services in the Café Libro area of the City Library under a two-year Concession Agreement. The current two-year concession agreement that was approved by City Council contained a rent-free provision for the first year, and the second year with a \$500 per month rental fee. City staff and patrons of the Library are pleased with the amenities and services that Tierra Mia provides. In fact, the Tierra Mia Coffee Company has experienced recent growth, evidenced by the opening of new sites in the area, including Pico Rivera. Tierra Mia has 7 (inclusive of SFS) locations in the Los Angeles region. Nonetheless, the owner (Mr. Romero) has indicated that the Santa Fe Springs site is not a significant profit generator, due to physical and operational constraints associated to being tied to the Library (e.g., hours of operations are limited, and staffing efficiency is also a challenge). Accordingly, Mr. Romero is asking that the rental obligation is reduced from \$500 to \$300. After reviewing Tierra Mia Coffee Company's financial statements, Staff is comfortable in recommending the rent reduction for the proposed one-year concession agreement (See Section six of the Café Libro Concession Agreement).

FISCAL IMPACT

The new agreement will generate \$2,400 less in rent revenue for the City, but will allow for the continued collection of \$3,600 of revenue for the City.

INFRASTRUCTURE IMPACT

Tierra Mia Coffee Company provides a valuable amenity to the overall Library experience for patrons and the community at large.


Thaddeus McCormack
City Manager

Attachments:

Café Libro Concession Agreement

**City of Santa Fe Springs Library
Café Libro**

CONCESSION AGREEMENT

This Concession Agreement is made and entered into this 1st day of August, 2013 by and between the CITY OF SANTA FE SPRINGS, a body corporate and politic, hereinafter referred to as the "City," and TIERRA MIA COFFEE COMPANY, A CALIFORNIA CORPORATION, hereinafter referred to as the "Concessionaire."

WITNESSETH THAT:

WHEREAS, the City owns a café concession at its Library, 11700 Telegraph Road, Santa Fe Springs, California and,

WHEREAS, the City has determined that the best interest and welfare of the City would be served by the granting of a café concession to the Concessionaire for the purpose of operating a café service located in said Library, and

WHEREAS, the Concessionaire is desirous of receiving a grant of concession from the City upon the terms and conditions hereinafter contained.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and conditions hereinafter contained, the parties do hereby agree as follows:

1. The City hereby grants to the Concessionaire the right to the use and operation of a café service concession in the Café Libro service area at Library located at 11700 Telegraph Road, Santa Fe Springs, California, including the use and operation of the City's facilities and equipment listed and described on Exhibit "A" attached hereto and by reference incorporated herein as a part hereof.
2. The Concessionaire shall have the privilege of operating a café and refreshment concession at said café, conditional to compliance by Concessionaire with all rules and regulations of the City concerning the operation thereof and the provisions of this Agreement.
3. For the purpose of this Agreement, the "café and refreshment concession" shall be deemed to include coffee, pastries, candy, and beverages, and other items expressly approved by the City.
4. The Concessionaire agrees that the sale, use of, or possession of beer or other alcoholic beverages during service hours or otherwise on the premises is expressly prohibited.

5. The term of this Agreement shall be for a One (1)-year period, **August 1, 2013 through July 31, 2014**. This Agreement may be renewed if both parties agree to mutually acceptable changes to the terms and conditions of this agreement.
6. During the twelve months of this Agreement, effective August 1, 2013, the City will charge the Concessionaire a rental amount of \$300.00 per month.
7. The Concessionaire hereby agrees that all items offered for sale by the Concessionaire shall first be approved by the City or its Director of Library and Cultural Services or other duly authorized representatives, and that thereafter the Concessionaire shall not alter the price of any item sold without the prior approval of the City or its Director of Library and Cultural Services.
8. The Concessionaire agrees to keep said concession open during the dates and hours of opening and closing specified by the City and its Director of Library and Cultural Services.
9. The Concessionaire agrees to pay the cost of a phone line necessary to the operation of the concession.
10. The Concessionaire will market and promote the business at its own expense.
11. The Concessionaire agrees it will maintain the premises in a neat, clean, and sanitary condition, in accordance with guidelines specified in Exhibit "B" attached hereto and by reference incorporated herein as a party hereof. The Concessionaire further agrees that said premises shall at all times be open to inspection by the proper public authorities and the Director of Library and Cultural Services or other duly authorized representatives of the City. The City retains the right to close the concession if the Concessionaire receives less than an "A" rating from the Los Angeles Health Department in its annual inspection or if the City or its Director of Library and Cultural Services determines that the Concessionaire has not maintained the premises as stipulated in Exhibit "B."
12. The use of profane or indecent language is strictly prohibited, and boisterous, loud, or unsuitable conduct on the part of the Concessionaire, his agents, or employees, is likewise strictly prohibited. Any violation of the rules and regulations of the City or its Director of Library and Cultural Services shall be sufficient cause for termination of this Agreement without compensation or payment of damages to the Concessionaire.
13. The Concessionaire agrees to comply with all City and County laws, rules and regulations, laws of the State of California, and laws of the United States of America, insofar as the same or any of them are applicable hereto.

14. The Concessionaire agrees that competent persons will be in attendance on the premises at all times, and that one person will at all times be in charge of the concession, and the Director of Library and Cultural Services shall be notified of the person in charge of the concession.
15. The Concessionaire agrees that it will not, in the operation of said concession, interfere in any way with the general use of the Library or other facilities provided by the City, and the Concessionaire agrees that neither it nor its employees or agents will interfere with the public use and enjoyment of the Library.
16. The Concessionaire agrees that it will not permit disorderly persons to loiter about the premises used by him in the operation of this concession.
17. The City shall maintain the premises as set forth and described in Exhibit "A."
18. The Concessionaire agrees to provide all necessary equipment needed in the operation of said concession not otherwise furnished by the City as set forth and described in Exhibit "A."
19. The Concessionaire shall have the right to install a security camera system within the concession area. Prior to installation, the Concessionaire agrees to provide to the City's Police Services Department product specifications, installation requirements, and proposed equipment locations. The City's Police Services Department will review and approve the proposed security camera system, and also any future proposed modifications to the system. The City's Public Works Department will coordinate, schedule, and monitor installation of the proposed security camera system, and also the installation of any future modifications to the system.
20. The Concessionaire shall be solely responsible for the installation, operation, and maintenance of the security camera system. In case of a power failure, the City will not be held responsible for the operation of the system. The Concessionaire agrees to save, keep, and hold harmless the City and all of its officers, agents, and employees, from all damage, costs, or expense in law or in equity (including costs of suit and expenses for legal services), that may at any time arise or be set up because of the installation and operation of the security camera system.
21. The Concessionaire acknowledges that it has thoroughly examined the premises to be operated by him under this Agreement, and that he knows the conditions thereof. The Concessionaire further agrees to accept said premises in the condition in which they are upon the commencement of the term hereof, hereby waiving any claim or right on account thereof, and agrees that the City shall not be required at any time to make any improvements, alterations, changes, repairs, or replacements of any of the structures or facilities to be used by the

Concessionaire, except as provided in Exhibit "A." The Concessionaire further agrees that it will not make any changes, additions, or alterations of any kind in the premises used or occupied by him without the written consent of the City or its Director of Library and Cultural Services. The Concessionaire further waives any right to require the City to make repairs at the cost of the City, which the Concessionaire might otherwise have under the laws of the State of California, or otherwise, except as provided in Exhibit "A."

22. If the premises operated by the Concessionaire shall be so damaged by fire, earthquake, casualty, war, insurrection, riot, or public disorder, or any other cause or happening, as to be substantially destroyed to such an extent that the same cannot be used or operated by the Concessionaire, then this Agreement, at the option of either party, shall immediately cease and terminate. However, at the option of the City, if the premises shall be only partially destroyed, the City may restore the premises to their prior condition, and the Concessionaire shall be obligated to continue operation of the concession upon completion of necessary repairs.

23. The Concessionaire shall, at its sole cost and expense, purchase and maintain throughout the term of this Agreement, the following insurance policies:

A. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include all vehicles used during the performance of this agreement whether or not owned by Concessionaire. The Concessionaire also agrees to name the City as a Certificate Holder on his auto insurance policy during the term of this Agreement.

B. Comprehensive general liability insurance, naming the City as "Additional Insured" with a certificate naming such forwarded to the City; the policy shall maintain minimum limits of \$2,000,000 general aggregate, and \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement. Maintain a liquor liability policy of \$1,000,000 aggregate and \$500,000 per occurrence. Such insurance shall also protect against claims arising out of allegations of food poisoning and similar claims.

C. Workers' compensation insurance covering the Concessionaire and all his employees as required by the State of California.

The aforesaid policies shall constitute primary insurance as to the City, its officers, employees, and volunteers, so that any other policies held by the City shall not contribute to any loss under said insurance. Said policies shall provide

for thirty (30) days prior written notice to the City of cancellation or material change.

Any aggregate insurance limits must apply solely to this Agreement.

Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company with equal financial stability that is approved by the City's Risk Manager.

This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City's Risk Manager. If the Concessionaire does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the City may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

24. The Concessionaire agrees to save, keep and hold harmless the City and all of its officers, agents, and employees, from all damage, costs, or expense in law or in equity (including costs of suit and expenses for legal services), that may at any time arise or be set up because of damage to property or death or injury to persons received or suffered by reason of the operations of the Concessionaire hereunder, or which may be occasioned by any negligent act or omission to act which amounts to negligence on the part of the Concessionaire, or any of his agents or employees, or any act of omission to act on the part of said Concessionaire, his agents, or employees, including breach of implied warranties of fitness or merchantability or food and beverages sold by the Concessionaire, and including the maintenance by the Concessionaire of any defective or dangerous condition of the premises.
25. The Concessionaire agrees to pay all taxes, including sales taxes, excise taxes, personal property taxes, business operations tax certificate, and taxes on the Concessionaire's property or facilities use upon and located upon the premises of the City, and the Concessionaire shall pay any and all taxes which may be levied on the Concessionaire in said real property upon which the concession facilities are located.
26. The Concessionaire agrees that no sign or advertising matter of any kind shall be displayed on or near the outside of the building used and occupied by the Concessionaire, unless first approved by the Director of Library and Cultural Services.

27. The Concessionaire agrees that upon the expiration of the term hereof, it will peaceably vacate the premises occupied by his operations, and deliver up the same to the City in good condition, ordinary wear and tear, damage by disaster and the element excepted.
28. The Concessionaire agrees that it will not, without the prior written consent of the City, sublet the premises, or any part thereof, nor assign, hypothecate or mortgage this Agreement.
29. This Agreement shall terminate immediately upon the occurrence of any of the following conditions:
 - (a) Upon the death of the Concessionaire's principal owner;
 - (b) Upon the filing of a voluntary petition in bankruptcy by the Concessionaire;
 - (c) Upon any court taking jurisdiction of the Concessionaire and its assets pursuant to proceedings brought under any Federal reorganization act or any receiver of the Concessionaire's assets who may be appointed for said purpose;
 - (d) Upon the Concessionaire's making any general assignment of its assets for the benefit of creditors;
 - (e) Upon the nonperformance by the Concessionaire of any of the covenants, conditions, or agreements herein above contained, and after written notice of the grounds for said termination has been delivered by the City to the Concessionaire.
30. In the event the City wishes to terminate this Agreement because of breach of any of the obligations, covenants, conditions, or agreement herein contained, the City will give the Concessionaire 30 days notice to correct the deficiency. If such corrections are not satisfactorily made within 30 days then the City may take possession of the premises at the end of 30 days.
31. The parties hereby agree that in the event the Concessionaire shall be prevented from occupying or using the said premises, or shall be prevented from conduction or operating his business or said premises by any final action, order of ruling of Federal or State authorities, then the Concessionaire may, at its option, cancel this agreement by written notice to the City, and said agreement shall become canceled and terminated 30 days after the mailing or delivery thereof.
32. Notice desired or required to be given hereunder or under any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended, and by depositing such envelope, with postage prepaid, in the United States Post Office, or any substation thereof, or any public letter box and any

such notice and the envelope containing the same shall be addressed to the Concessionaire at 11700 Telegraph Road, Santa Fe Springs, CA 90670 or such other place as may here after be designated in writing by the Concessionaire, and notices and the envelope containing the same to the City shall be addressed or delivered to the Director of Library and Cultural Services, City of Santa Fe Springs, 11710 East Telegraph Road, Santa Fe Springs, CA 90670. All such notices so given shall have the same force and effect as if delivered personally, and shall be deemed to have been given on the date when the same are delivered or are so deposited in a post office, substation, or public letter box, as aforesaid.

33. The contents of Exhibits "A" and "B" are incorporated by reference as though fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement, below, as of the date first set forth above.

CITY OF SANTA FE SPRINGS

By _____
Director of Finance and Administrative Services

CONCESSIONAIRE

By _____

ATTEST:

Deputy City Clerk

EXHIBIT "A"

LIBRARY CAFÉ LIBRO CONCESSION TERMS SUMMARY OF CITY RESPONSIBILITIES

The City will:

1. Maintain the plumbing, electrical system, roof, exterior wall, interior walls, exterior doors, exterior door hardware, and kitchen appliances owned by the City. Said appliances include:
 - (a) Espresso Machine
 - (b) Microwave
 - (c) Ice Machine
 - (d) Reach-in Refrigerator/Freezer
 - (e) Under-Counter Refrigerator
 - (f) Front Service Counter with Display Case
 - (g) Cup Dispenser, Scullery Sink, Faucets, Overhead Cabinets, Wall Shelf, Service counter with Sink, Trash Receptacle.
2. Provide access to the café and its equipment, as well as overnight and weekend storage.
3. Provide utilities except for phone.

EXHIBIT "B"

SUMMARY OF CONCESSIONAIRE'S RESPONSIBILITIES

1. Use of high quality coffee and pastries. Maintain cafe facility and its appliances at the highest level of cleanliness, and in accordance with County of Los Angeles Health Dept. Codes. Strive for fast and friendly service.
2. Submit to the City a menu plan and prices for approval.
3. Provide a telephone line, separate from the Library phone service, for use in the concession by Concessionaire's representatives.
4. Operate a café service concession during Library open hours.
5. Submit to the City for approval all plans for graphics, advertisements, or signs that relate to the café food concession.
6. Provide and supervise employees in the concession who are acceptable to the Director of Library and Cultural Services or her designated representatives.
7. Keep the kitchen area and eating area (tables and chairs) clean and in compliance with City and County sanitation and safety regulations. Remove trash from the area when maintenance staff is on duty.
8. Provide the City with County inspection notices and rating information.
9. The Concessionaire will be responsible for routine supervision, cleaning, and trash removal with the Café Libro seating area within the Library.
10. The Concessionaire is required to maintain a City business license, Los Angeles County Department of Health Permit, and all required compliance documentation for this type of service.



PRESENTATION

Presentation on Ridgeline Waste Water Treatment Facility and Recent Odor Issues

RECOMMENDATION

That the City Council Call upon City Manager and Fire Chief for the Presentation.

BACKGROUND

Beginning Sunday, July 28, and over the subsequent few days, the City experienced a proliferation of foul and extremely pungent, gas-like odor, the origins of which were identified as coming from the waste water treatment facility on the site of the former Powerine Refinery, in and around Bloomfield and Florence Ave. Both the City and the South Coast Air Quality Management District (AQMD) were deluged with phone calls and complaints.

The City's Fire-Rescue Department responded to numerous calls for service throughout Sunday evening and on into Monday morning. City staff took several air samples in and around the suspect facility, as did AQMD. Both agencies analyses showed low levels of Hydrogen Sulfides. Although the odors reached nuisance levels, they were deemed to be non-hazardous, posing no health hazards to humans, pets, or the environment.

That is not to say that the odors were not without consequence. The spread of the odor covered a large swath of south-east LA County, moving beyond Santa Fe Springs into the Los Nietos area of the County, the cities of Norwalk, Pico Rivera, Whittier, and as far away as La Habra. As well, even though the odors were non-toxic and non-hazardous, the pungency caused discomfort, nausea, and headaches in some, and aggravated those with respiratory conditions.

In response to the situation, the City engaged immediately with the waste water treatment company (Ridgeline) to ensure that they were doing everything they could do to mitigate the smells. It was determined that the source of the odors was one of the tanks used in the storage and treatment of waste-water. The tank in question is left over from the former oil refinery, and the foul smell is a result of sulfur-containing materials similar to the chemical added to propane or natural gas as part of the process. These sulfur compounds can form naturally in waste water. The foul odor escaped from holes that have developed on the roof of the tank. A violation notice was issued to the company, requiring them to fix the tank immediately. The company began repairs on Wednesday, July 31, and it is anticipated the smell will gradually dissipate. As of this writing (August 1), the odors are non-discernible from other than directly at and adjacent to the facility.



City of Santa Fe Springs

City Council Meeting

August 8, 2013

City Staff is prepared to give a more detailed presentation of the situation at the City Council meeting on August 8. As well, representatives from Ridgeline will be available to answer questions and to discuss their long-term plans for the facility, including the removal of the old Refinery tanks.


Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council Meeting

August 8, 2013

PRESENTATION

Recognition of Firefighter Curtis Carter for Heroic Deed

RECOMMENDATION

That the City Council call upon the Fire Chief.

BACKGROUND

The City Council would like to recognize Santa Fe Springs Firefighter Curtis Carter for his recent off-duty, heroic efforts in rescuing an injured driver near his home in Corona. Attached is Press-Enterprise article describing the incident. The Mayor has written a letter applauding Firefighter Curtis' actions and dedication to his profession, on and off the clock.


Thaddeus McCormack
City Manager

Attachment:
Newspaper Article

Press Enterprise

CORONA: Off-duty firefighter used anniversary gift to save driver



A vehicle burns on Temescal Canyon Road near Corona on June 30, 2013. An off-duty fire captain, a passerby and an ambulance crew helped pull an unconscious man from the vehicle.



Capt. Curtis Carter of the Santa Fe Springs Fire Department helped rescue a man from a burning, crashed vehicle in Corona on June 30, 2013.

BY BRIAN ROKOS

STAFF WRITER

Published: July 01, 2013; 02:03 PM

Corona resident Curtis Carter was enjoying a vacation day Sunday from his job as a captain with the Santa Fe Springs Fire Department when he suddenly found himself having to perform a rescue without his usual equipment.

Carter had just dropped off his daughter at work about 5:30 p.m. and was wearing a tank top, shorts and flip-flops when he saw a vehicle crash and catch fire. His only equipment? A walnut-handled pocket knife his wife had given him for their anniversary in May.

Carter, a bystander and an ambulance crew teamed up to pull a broken, unconscious driver out of the Nissan Maxima on Temescal Canyon Road near the southern end of the Dos Lagos shopping center.

"Not a big deal," Carter said in an interview Monday, July 1.

The driver, a man in his mid to late 20s, suffered a compound break in one of his legs, two broken arms, a broken elbow and head injuries, Carter said. The man's name and condition were not available Monday.

Carter, 44, has been a firefighter for 18 years and a captain for three.

He said he was driving north on Temescal Canyon when his wife gasped. Carter said the driver, heading south, was speeding, spun out and hit a power pole so hard that the pole was blasted into three pieces and pulled out of the ground. The vehicle turned over onto its passenger side.

Carter and a passerby pulled it upright. Members of an ambulance crew that happened to be nearby trained their fire extinguisher on the flames. The fire at that point was under the car and in the engine compartment, Carter said, too far out of reach to completely put out.

"I knew the fire had gotten a hold of the car, so my concern was getting the individual out of the car in a timely manner," Carter said.

So he pulled out his Bone Collector pocket knife, which retails for about \$100, and cut the man's seat belt to free him.

"We basically had to drag him out of the car," Carter said.

A minute later, he said, the vehicle was full of flames. There were no passengers.

Carter said he didn't want any publicity for just doing his job. His rescue was brought to the attention of The Press-Enterprise in an email from his sister-in-law, Gale Williams, who said her brother in law is "a true hero in every sense of the word."

Carter's heroics are going to cost him.

The rule around the firehouse, he said, is that anyone who gets his name or photograph in the paper has to buy ice cream for everyone. But saving the man makes the expense worthwhile, Carter said.

Follow Brian Rokos on Twitter: [@Brian_Rokos](#) and online at blog.pe.com/crime-blotter/



City of Santa Fe Springs

Council Meeting

August 8, 2013

APPOINTMENT TO BOARDS, COMMITTEES, COMMISSIONS

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

Recent Activity: Councilmember Rios appointed Joshua Rojo to the Youth Leadership Committee (YLC). Councilmember Rounds appointed Gabriel Perez and Jesus Ramirez to the YLC. Mayor Moore confirmed the appointment of Jim De Silva by the SFS Firemen's Association to the Personnel Advisory Board.


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Member List

Report Submitted by: Anita Jimenez
Deputy City Clerk

Date of Report: July 29, 2013

Prospective Members for Various Committees/Commissions

Beautification

Community Program

Family & Human Services

Heritage Arts

Historical

Personnel Advisory Board

Parks & Recreation

Planning Commission

Senior Citizens Advisory

Sister City

Traffic Commission

Youth Leadership

BEAUTIFICATION COMMITTEE

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

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Vacant	(14)
	Irene Pasillas	(14)
	Vacant	(14)
	May Sharp	(15)
	Vacant	(15)
Moore	Juliet Ray	(14)
	Paula Minnehan	(14)
	Annie Petris	(15)
	Guadalupe Placencia	(15)
	Vacant	(15)
Rios	Mary Reed	(14)
	Charlotte Zevallos	(14)
	Vacant	(14)
	Vada Conrad	(15)
	Vacant	(15)
Rounds	Sadie Calderon	(14)
	Rita Argott	(14)
	Mary Arias	(15)
	Marlene Vernava*	(15)
	Debra Cabrera	(15)
Trujillo	Mary Jo Haller	(14)
	Eleanor Connelly	(14)
	Margaret Bustos*	(14)
	Rosalie Miller	(15)
	A.J. Hayes	(15)

**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.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Jeanne Teran	(14)
	Miguel Estevez	(14)
	Kim Mette	(14)
	Cecilia Leader	(15)
	Frank Leader	(15)
Moore	Rosalie Miller	(14)
	Margaret Palomino	(14)
	Mary Jo Haller	(15)
	Lynda Short	(15)
	Bryan Collins	(15)
Rios	Francis Carbajal	(14)
	Mary Anderson	(15)
	Dolores H. Romero*	(15)
	Vacant	(14)
	Vacant	(15)
Rounds	Mark Scoggins*	(14)
	Marlene Vernava*	(14)
	Vacant	(14)
	Vacant	(15)
	Vacant	(15)
Trujillo	Vacant	(14)
	Vacant	(14)
	Vacant	(14)
	Vacant	(15)
	Vacant	(15)

**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., Gus Velasco Neighborhood Center

Membership: 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	(15)
Moore	Arcelia Miranda	(14)
	Martha Villanueva	(15)
	Margaret Bustos*	(15)
Rios	Lydia Gonzales	(14)
	Manny Zevallos*	(15)
	Gilbert Aguirre*	(15)
Rounds	Annette Rodriguez	(14)
	Janie Aguirre*	(15)
	Ted Radoumis	(15)
Trujillo	Dolores H. Romero*	(14)
	Gloria Duran*	(14)
	Vacant	(15)

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

Membership: 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*	6/30/2015
Historical Committee	Larry Oblea	6/30/2015
Planning Commission	Manuel Zevallos*	6/30/2015
Chamber of Commerce	Tom Summerfield	6/30/2015

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

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HISTORICAL COMMITTEE

Meets Quarterly - The 2nd Tuesday of Jan. and the 1st 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*	(15)
	Janie Aguirre*	(15)
	Sally Gaitan	(15)
Moore	Astrid Gonzalez	(14)
	Tony Reyes	(14)
	Amparo Oblea	(15)
	Francine Rippy	(15)
Rios	Vacant	(14)
	Hilda Zamora	(14)
	Vacant	(15)
	Larry Oblea	(15)
Rounds	Vacant	(14)
	Vacant	(14)
	Mark Scoggins*	(15)
	Janice Smith	(15)
Trujillo	Vacant	(14)
	Vacant	(14)
	Merrie Hathaway	(15)
	Vacant	(15)

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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	(15)
	Raul Miranda, Jr.	(14)
	Vacant	(15)
Moore	Jimmy Mendoza	(14)
	John Salgado	(14)
	Janet Rock	(15)
	Vacant	(15)
	Sheila Archuleta	(15)
Rios	Lynda Short	(14)
	Bernie Landin	(14)
	Vacant	(14)
	Sally Gaitan	(15)
	Fred Earl	(15)
Rounds	Kenneth Arnold	(14)
	Richard Legarreta, Sr.	(14)
	Luigi Trujillo	(14)
	Angelica Miranda	(15)
	Mark Scoggins*	(15)
Trujillo	Miguel Estevez	(14)
	Andrea Lopez	(14)
	Vacant	(15)
	Jesus Mendoza	(15)
	Arcelia Miranda	(15)

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PERSONNEL ADVISORY BOARD

Meets Quarterly on an As-Needed Basis

Membership: 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	6/30/2017
	Ron Biggs	6/30/2017
Personnel Advisory Board	Jim Contreras	6/30/2013
Firemen's Association	Jim De Silva	6/30/2017
Employees' Association	Anita Ayala	6/30/2017

PLANNING COMMISSION

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

Membership: 5

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., Gus Velasco Neighborhood Center

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Gloria Duran*	(14)
	Josephine Santa-Anna	(14)
	Vacant	(15)
	Janie Aguirre*	(15)
	Ed Duran	(15)
Moore	Yoshi Komaki	(14)
	Yoko Nakamura	(14)
	Paul Nakamura	(14)
	Astrid Gonzales	(15)
	Pete Vallejo	(15)
Rios	Vacant	(14)
	Louis Serrano	(14)
	Vacant	(14)
	Amelia Acosta	(15)
	Vacant	(15)
Rounds	Vacant	(14)
	Vacant	(14)
	Gloria Vasquez	(15)
	Lorena Huitron	(15)
	Berta Sera	(15)
Trujillo	Vacant	(14)
	Vacant	(14)
	Gilbert Aguirre*	(15)
	Margaret Bustos*	(15)
	Vacant	(15)

**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.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Amanda Tomsick	(14)
	Kimberly Mette	(14)
	Jimmy Mendoza	(15)
	Dominique Velasco	(14)
	Lucy Gomez	(15)
Moore	Martha Villanueva	(14)
	Vacant	(14)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
Rios	Charlotte Zevallos	(14)
	Francis Carbajal	(14)
	Marlene Vernava	(15)
	Doris Yarwood	(15)
	Vacant	(15)
Rounds	Manny Zevallos	(14)
	Susan Johnston	(14)
	Vacant	(14)
	Ted Radoumis	(15)
	Vacant	(15)
Trujillo	Rigo Estrada	(14)
	Andrea Lopez	(14)
	Dolores H. Romero*	(15)
	Marcella Obregon	(15)
	Vacant	(15)

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TRAFFIC COMMISSION

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

Membership: 5

APPOINTED BY

NAME

Gonzalez

Ruben Madrid

Moore

Lillian Puentes

Rios

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)
	Vacant	()
	Vacant	()
	Vacant	()
Rios	Precious Ramirez	(14)
	Danielle Garcia	(14)
	Marisa Gonzalez	(15)
	Joshua Rojo	(14)
Rounds	Gabriel Perez	(16)
	Jesus Ramirez	(14)
	Laurence Ordaz	(16)
	Vacant	()
Trujillo	Paul Legarreta	(17)
	Vacant	()
	Cameron Velasco	(16)
	Vacant	()

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.

Membership: 25

APPOINTED BY	NAME	TERM EXPIRATION YR.
Gonzalez	Amanda Tomsick	(14)
	Kimberly Mette	(14)
	Jimmy Mendoza	(15)
	Dominique Velasco	(14)
	Lucy Gomez	(15)
Moore	Martha Villanueva	(14)
	Vacant	(14)
	Mary K. Reed	(15)
	Peggy Radoumis	(15)
	Jeannette Wolfe	(15)
Rios	Charlotte Zevallos	(14)
	Francis Carbajal	(14)
	Marlene Vernava*	(15)
	Doris Yarwood	(15)
	Vacant	(15)
Rounds	Manny Zevallos*	(14)
	Susan Johnston	(14)
	Vacant	(14)
	Ted Radoumis	(15)
	Vacant	(15)
Trujillo	Rigo Estrada	(14)
	Andrea Lopez	(14)
	Dolores H. Romero*	(15)
	Marcella Obregon	(15)
	Vacant	(15)

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