



AGENDA

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

OCTOBER 8, 2013
5:30 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

3. **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 Housing Successor.

Approval Minutes

- A. Minutes of the September 12, 2013 Regular Housing Successor Meeting
Recommendation: That the Housing Successor approve the minutes as submitted.

SUCCESSOR AGENCY

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

CITY COUNCIL

4. **CITY MANAGER REPORT**

5. **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 September 12, 2013 Regular City Council Meeting
Recommendation: That the City Council approve the minutes as submitted.

Conference and Meeting Reports

- B. Councilmember Rios' attendance at the League of California Cities Conference
Recommendation: That the City Council receive and file the report.

PUBLIC HEARING/ORDINANCE FOR INTRODUCTION

6. Ordinance No. 1046 – An Ordinance of the City of Santa Fe Springs Amending the City Zoning Code as it Pertains to Banners and the Time Periods Permitted to Display Such

Recommendation: That the City Council: 1). Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1046 and thereafter close the Public Hearing; and 2). Pass the first reading of Ordinance No. 1046, relating to the amendment to the City Zoning Code as it pertains to banners and the time periods permitted to display such.

ORDINANCE FOR PASSAGE

7. Ordinance No. 1047 – Zone Change Case No. 134

A request for approval to change the zoning designation of a single parcel (APN: 8011-012-902) of 3.9± acres, with an address of 13231 Lakeland Road, and located at the northwest corner of Laurel Avenue and Lakeland Road from M-2-BP, Heavy Manufacturing-Buffer Parking to R-3-PD, Multiple-Family Residential-Planned Development, and also to change the zoning designation of three parcels (APN: 8011-011-906, APN: 8011-011-907 and APN: 8011-011-912) with a total combined area of 32,562 sq. ft. and located at the northeast corner of Laurel Avenue and Lakeland Road from A-1, Light Agricultural to R-3-PD, Multiple-Family Residential-Planned Development. (City of Santa Fe Springs)

Recommendation: That the City Council: 1). Find that Zone Change Case No. 134 satisfies the criteria and conditions set forth in Section 155.825 et seq of the City Code for the granting of a Change of Zone; 2). Find that in furtherance of AB 2348, the rezoned sites will allow for residential uses by "right" without the requirement for discretionary review of the PD overlay and will have the capacity for at least 16 units and require minimum densities of 20+ units per acre; 3). Find that Zone Change Case No. 134 involving the proposed Change of Zone from M-2-BP, Heavy Manufacturing-Buffer Parking to R-3-PD, Multiple-Family Residential-Planned Development, and from A-1, Light Agricultural to R-3-PD, Multiple-Family Residential-Planned Development, is consistent with the City's General Plan; and 4). Adopt Ordinance No. 1047 and pass its final reading on Zone Change Case No. 134.

NEW BUSINESS

8. Resolution No. 9429 – Request for Parking Restriction at 11211 Greenstone Avenue

Recommendation: That the City Council: adopt Resolution No. 9429, which would prohibit parking of vehicles weighing over 6,000 pounds on the west side of Greenstone Avenue beginning at a point 320 feet south of the centerline of Lakeland Road to a point 840 feet south of the centerline of Lakeland Road and implement a tow-away zone in the same area for vehicles that violate the restriction.

9. Rosecrans Avenue/Marquardt Avenue Grade Crossing – Final Payment

Recommendation: That the City Council approve the Final Progress Payment (less 5% Retention) to Hardy & Harper, Inc. of Santa Ana, California, in the amount of \$358,767.56 for the subject project.

10. Santa Fe Springs Park – Authorization to Execute Southern California Edison License Agreement

Recommendation: That the City Council authorize the Mayor to execute a License Agreement, Contract No. 9.5125, with Southern California Edison (SCE).

11. Lower San Gabriel River Watershed – Approval of Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

Recommendation: That the City Council: 1). Approve the Memorandum of Understanding (MOU) with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for the Administration (GWMA) and Cost Sharing to Prepare a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) for the Lower San Gabriel River Watershed; and 2). Authorize the City Manager to execute the Memorandum of Understanding.

12. Interstate 5 Freeway / Florence Avenue Segment – Project Status Update

Recommendation: That the City Council provide input and feedback to Caltrans regarding the preliminary construction phasing plans for the Interstate 5 Freeway/Florence Avenue Segment.

13. Appropriate Funds and Authorize the Purchase of Two (2) 2013 Ford C-Max Hybrid Vehicles from Downtown Ford Sales Using Fire-Rescue Department's CUPA Environmental Capital Fund and Authorize the Disposal of Replaced Vehicles by Way of Public Auction

Recommendation: That the City Council: 1). Appropriate \$1,100 from the Fire-Rescue Department's CUPA Environmental Capital Fund to supplement the existing \$50,000 allocation, for a total of \$51,100; 2). Authorize the purchase of two (2) 2013 Ford C-Max Hybrid vehicles from Downtown Ford Sales in the amount of \$51,009.68 using Fire-Rescue Department's CUPA Environmental Capital Fund; and, 3). Authorize the disposal of the replaced vehicles by way of public auction.

Please note: Item Nos. 14 - 24 will commence in the 6:30 p.m. hour.

14. INVOCATION

15. PLEDGE OF ALLEGIANCE

INTRODUCTIONS

16. Representatives from the Youth Leadership Committee

17. Representatives from the Chamber of Commerce

18. **ANNOUNCEMENTS**

19. **PRESENTATION**

Presentation on City Partnership with Abby Barraza Foundation for "Paint the Town Pink" Initiative

PROCLAMATION

20. Proclaiming October 21 - 25, 2013 "Red Ribbon Week"

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

21. Committee Appointments

22. **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.

23. **EXECUTIVE TEAM REPORTS**

24. **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

October 3, 2013

Date

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

September 12, 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: Jose Gomez, Assistant City Manager/Director of Finance; Steve Skolnik, City Attorney; Wayne Morrell, Director of Planning; Noe Negrete, Director of Public Works; Dino Torres, Director of Police Services; Maricela Balderas, Director of Community Services; Travis Hickey, Asst. Director of Finance; Mike Crook, Fire Chief; Anita Jimenez, Deputy City Clerk

HOUSING SUCCESSOR

3. CONSENT AGENDA

Approval Minutes

A. Minutes of the August 8, 2013 Adjourned Housing Successor Meeting

Recommendation: That the Housing Successor approve the minutes as submitted.

Councilmember Rounds moved the approval of Item 3A; Mayor Pro Tem Trujillo seconded the motion which passed unanimously.

NEW BUSINESS

4. Lease of Housing Successor-Owned Land

Consideration of an Agreement for the temporary lease of a Housing Successor-owned 3.9± acre property located at 13231 Lakeland Road (APN: 8011-012-902)

Recommendation: That the Housing Successor authorize the Director of Planning to execute the License Agreement and other related documents to effectuate the temporary lease subject to the terms and conditions contained therein.

Councilmember Rounds moved the approval of Item 4; Councilmember González seconded the motion which passed by the following vote:

Ayes: González, Rios, Rounds, Trujillo, Moore

Noes: None

Absent: None

SUCCESSOR AGENCY

5. CONSENT AGENDA

Approval Minutes

- A. Minutes of the August 8, 2013 Adjourned Successor Agency Meeting

Recommendation: That the Successor Agency approve the minutes as submitted.

Mayor Pro Tem Trujillo moved the approval of Item 5A; Councilmember Rios seconded the motion which passed unanimously.

CITY COUNCIL

6. CITY MANAGER REPORT

The Assistant City Manager reported that roll-off bins have been placed in the City Hall parking lot for the HVAC project currently underway at City Hall. The project will be completed as expeditiously as possible with the brunt of the work will be done on the weekends. The City Manager has returned from his vacation and will be back to work on Monday. Mayor Moore thanked Mr. Gomez for handling the responsibilities so well during the City Manager's absence.

7. CONSENT AGENDA

Approval Minutes

- A. Minutes of the August 8, 2013 Adjourned City Council Meeting

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

- B. Minutes of the August 8, 2013 Regular City Council Meeting

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

Mayor Pro Tem Trujillo moved the approval of Items 7A & B; Councilmember Rios seconded the motion which passed unanimously.

NEW BUSINESS

8. Authorize the Purchase of Replacement Mobile Data Computers (MDCs) for the Santa Fe Springs Policing Team

Recommendation: That the City Council: 1). Approve utilizing existing funds in the Fiscal Year 2013/14 Budget allocation to implement the three-year replacement plan of Mobile Data Computers in the amount of \$46,996.30 and for subsequent Fiscal Years 2014/15 (\$47,475.24), and 2015/16 (\$50,478.75); and 2). Authorize the Director of Purchasing Services to issue necessary purchase orders to Data911 Inc. to facilitate the procurement of Mobile Data Computers as part of a three-year (FY 2013/14, FY 2014/15, FY 2015/16) replacement/migration plan.

Councilmember González moved the approval of Item 8; Councilmember Rounds seconded the motion which passed by the following vote:

Ayes: González, Rios, Rounds, Trujillo, Moore
Noes: None
Absent: None

9. Valley View Avenue Grade Separation Project-Approval of Contract Change Order No. 15
Recommendation: That the City Council: 1). Approve Contract Change Order No. 15 in the amount not to exceed \$394,650.00; and 2). Authorize the Director of Public Works to execute Contract Change Order No. 15.

Councilmember Rios moved the approval of Item 9; Councilmember Rounds seconded the motion which passed by the following vote:

Ayes: González, Rios, Rounds, Trujillo, Moore
Noes: None
Absent: None

Councilmember Rounds asked if the project would be expedited due to the Change Order. Noe Negrete stated that if the change order is not implemented the project would be delayed. The railroad has a blackout period during the busy holiday months so that commerce is not hampered during this time.

Mayor Moore recessed the meetings at 6:08 p.m.

Mayor Moore reconvened the meetings at 7:09 p.m.

A Moment of Silence was observed in honor of the victims of the September 11 terrorist attacks.

10. **INVOCATION**

Councilmember González 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 Jeff Winkler of BreitBurn Energy.

ANNOUNCEMENTS

14. The Mayor announced Councilmember Rounds' birthday. The audience sang Happy Birthday and cake was served. Maricela Balderas called on the members of the Youth

Leadership committee to give the Community Announcements. Felipe Rangel spoke about the Food for Fines program at the Library. Marisa Gonzalez gave an update on the committee's fundraising efforts for the Relay for Life.

PRESENTATIONS

15. Proclaiming September 13, 2013, as the City of Santa Fe Springs' 2013 Fiestas Patrias Cultural Celebration

Community Services Supervisor Ed Ramirez spoke about this year's event. The Mayor read the proclamation which was presented to the members of the Family & Human and Services Advisory Committee.

16. Overview of Tsunami Fischman's Eagle Scout Project at Heritage Park

Management Assistant Wayne Bergeron introduced Tsunami Fischman who gave an update on his project, a Hummingbird and Butterfly Sanctuary. Tsunami presented a book outlining the project to Community Services Supervisor JoAnn Madrid. The Mayor congratulated Tsunami for gathering the resources and organizing this project.

17. Valley View Avenue Grade Separation Project- Status Update

Noe Negrete to give a status update on the project.

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

18. Committee Appointments

None.

19. **ORAL COMMUNICATIONS**

Mayor Moore opened Oral Communications at 7:56 p.m. Jose Avila, who lives on Alburdis Ave in SFS, asked for the Council's assistance to address the noise from the events at the Clarke Estate, including the DJ volume and early morning maintenance after events. Jose Gomez stated that staff would be happy to meet with Mr. Avila to address his concerns. Another resident spoke about the same issue. Oral Communications were closed at 8:04 p.m.

20. **EXECUTIVE TEAM REPORTS**

Wayne Morrell gave an update on new developments approved by the Planning Commission. He also highlighted some of the food manufacturing facilities in the City.

Noe Negrete gave an update on the Dial-a-Ride program.

Dino Torres reported that the Police Services and Family & Human Services Departments met with school officials to update them on City programs that may benefit students. SABIC held an event recognizing Public Safety officers.

Chief Crook stated that one SFS firefighter was dispatched to assist with an out of area fire. The OES Type I Fire Engine has arrived at the station. An informal 9-11 memorial was held

at Headquarters at which Mayor Pro Tem Trujillo provided lunch for the firefighters. Travis Hickey reported that the annual audit meeting would be held next week. The Council will receive a briefing of the results. The Oversight Board approved the City's ROPS schedule for next six months.

Maricela Balderas reported that the aquatics program which was run by the City of La Mirada was very successful. The Community Services Department thanked Councilmember Rounds for the donation of vintage books that belonged to his mother. The Family & Human Services Division is working with the Whole Child and Rio Hondo College to bring onsite testing for mental health services and fostering and kinship care programs to the Gus Velasco Neighborhood Center.

Mayor Pro Tem Trujillo thanked the firefighters and police officers for their service.

Councilmember Rounds thanked the Library staff for displaying the books from his mother's childhood.

Councilmember Rios wished Councilmember Rounds a Happy Birthday and stated that she is looking forward to the Fiestas.

Mayor Moore thanked the Public Works staff for their daily work improving the City.

21. **ADJOURNMENT**

At 8:20 p.m., Mayor Moore adjourned the meetings in memory of longtime SFS Business Owner, Chamber Member, and Rotary Club Member Ralph K. Hebb and 101 year-old resident Luis Porras.

Richard J. Moore, Mayor

ATTEST:

Anita Jimenez, CMC
Deputy City Clerk

Date

SEE ITEM 3A



City of Santa Fe Springs

City Council Meeting

October 8, 2013

CONFERENCE AND MEETING REPORT

Councilmember Rios' Attendance at the League of California Cities Annual Conference

RECOMMENDATION

That the City Council receive and file the report.

Councilmember Rios attended the league of California Cities Annual Conference in Sacramento, California, September 18-20, 2013. The conference provides an opportunity for Councilmembers to attend sessions on infrastructure, economic development, and community safety that provide innovative ideas to better serve the City and residents.

Laurie Rios
Councilmember



City of Santa Fe Springs

City Council Meeting

October 8, 2013

PUBLIC HEARING/ORDINANCE FOR INTRODUCTION

Ordinance No. 1046 – An Ordinance of the City of Santa Fe Springs Amending the City Zoning Code as it Pertains to Banners and the Time Periods Permitted to Display Such

RECOMMENDATIONS

That the City Council:

1. Open the Public Hearing and receive any comments from the public regarding proposed Ordinance No. 1046 and thereafter close the Public Hearing; and
2. Pass the first reading of Ordinance No. 1046, relating to the amendment to the City Zoning Code as it pertains to banners and the time periods permitted to display such.

BACKGROUND

The City's retail business community, like other businesses, relies heavily on advertisements to notify the general public of services and merchandise offered. Today's current technology and social media, as offered by the Internet, provides a fast method of broadcasting. However, businesses still rely on on-site signage to sell their services and to advertise their respective specials. New businesses, on the other hand, commonly do not install permanent signage to announce their new arrival until a few months after they have taken occupancy. As a result, a banner is usually their only method to show their existence while a permanent sign is manufactured and installed.

During the economic crises, businesses in other cities petitioned for changes in the city's laws to allow them to display banners for a longer time period. The cities heard these requests and followed through by amending their banners regulations. These code amendments aided businesses in remaining operational. Businesses in Santa Fe Springs were not immune to the economic turmoil. While Santa Fe Springs business owners have not directly requested additional time periods to display banners, Staff has noticed an increase of unpermitted banner displays and/or the use of banners for a period longer than permitted.

To be proactive, Staff is recommending an amendment to the banner regulation to allow an increase in the total time available to display banners. Currently, the City's Zoning Code provides for a one-time fourteen-day period within a calendar year to display a banner, and a one-time period of thirty (30) consecutive days to display a banner for a grand opening for a new business. Staff is recommending that the

Zoning Code be amended to allow for four (4) thirty-day periods to advertise goods, specials, or new services; each period to be separated by fifteen (15) days. The proposed amendment will also provide for new businesses to display an "identity banner" for a period of forty-five (45) days while their permanent signs are being manufactured and installed. These recommendations would amend the banner regulation as follows (text in bold is the proposed change):

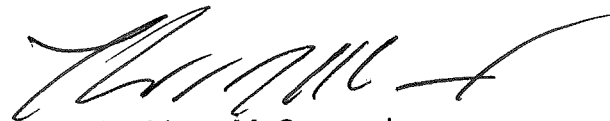
§ 155.530 STREAMER SIGNS

Streamers, banners, pennants, whirling devices or similar objects which wave, float, fly, rotate or move in the breeze shall be prohibited in all zones, except that **only banners** may be permitted for **four (4) periods of time, each of which shall not exceed 30 consecutive days and separated by fifteen (15) days in any calendar year**, for a sales promotion. **In addition, new businesses, without any permanent signs, may display a banner for a one-time period not to exceed 45 days for the purpose of a temporary business identification.** A sign permit, in accordance with the provisions of §155.518(A), shall be obtained **for each occurrence**. This restriction shall not apply to official **national** flags or banners announcing public events, or usual Christmas decorations for the period beginning 45 days prior to Christmas, and terminating 10 days after Christmas.

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 and 65091 of the State Planning, Zoning and Development Laws and the requirements of Sections 155.860 through 155.864 of the City's Municipal Code.

Legal notice of the Public Hearing was posted in Santa Fe Springs City Hall, the City Library and Town Center on September 27, 2013, and published in a newspaper of general circulation (Whittier Daily News) on September 27, 2013, as required by the State Zoning and Development Laws and by the City's Zoning Regulations. As of October 2, 2013, Staff has not received any inquiries regarding the proposed amendment.



Thaddeus McCormack
City Manager

Attachment:
Ordinance 1046

ORDINANCE NO. 1046

**AN ORDINANCE OF THE CITY OF SANTA FE SPRINGS AMENDING
SECTION 155.530 OF THE CITY CODE REGARDING STREAMER SIGNS**

**THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY
ORDAIN AS FOLLOWS:**

Section 1. Section 155.530 of the City Code is hereby amended to read as follows:

Streamers, banners, pennants, whirling devices or similar objects which wave, float, fly, rotate or move in the breeze shall be prohibited in all zones, except that only banners may be permitted for four (4)- periods of time, each of which shall not exceed 30 consecutive days and separated by fifteen (15) days in any calendar year, for a sales promotion. In addition, new businesses, without any permanent signs, may display a banner for a one time period not to exceed 45 days for the purpose of a temporary business identification. A sign permit, in accordance with the provisions of § 155.518(A), shall be obtained for each occurrence. This restriction shall not apply to official national flags or banners announcing public events, or usual Christmas decorations for the period beginning 45 days prior to Christmas, and terminating 10 days after Christmas.

Section 2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance, or any part hereof, is held invalid or unconstitutional, such decision shall not affect the validity of the remaining sections or portions of this Ordinance, or any part thereof. The City Council hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases may be declared invalid or unconstitutional.

Section 3. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after passage hereof.

PASSED, APPROVED AND ADOPTED THIS 8th DAY OF OCTOBER, 2013.

AYES:
NOES:
ABSENT:

MAYOR

ATTEST:

DEPUTY CITY CLERK



City of Santa Fe Springs

City Council Meeting

October 8, 2013

ORDINANCE FOR PASSAGE

Ordinance No. 1047 – Zone Change Case No. 134

A request for approval to change the zoning designation of a single parcel (APN: 8011-012-902) of 3.9± acres, with an address of 13231 Lakeland Road, and located at the northwest corner of Laurel Avenue and Lakeland Road from M-2-BP, Heavy Manufacturing-Buffer Parking to R-3-PD, Multiple-Family Residential-Planned Development, and also to change the zoning designation of three parcels (APN: 8011-011-906, APN: 8011-011-907 and APN: 8011-011-912) with a total combined area of 32,562 sq. ft. and located at the northeast corner of Laurel Avenue and Lakeland Road from A-1, Light Agricultural to R-3-PD, Multiple-Family Residential-Planned Development. (City of Santa Fe Springs)

RECOMMENDATIONS

That the City Council:

1. Find that Zone Change Case No. 134 satisfies the criteria and conditions set forth in Section 155.825 et seq of the City Code for the granting of a Change of Zone;
2. Find that in furtherance of AB 2348, the rezoned sites will allow for residential uses by "right" without the requirement for discretionary review of the PD overlay and will have the capacity for at least 16 units and require minimum densities of 20+ units per acre;
3. Find that Zone Change Case No. 134 involving the proposed Change of Zone from M-2-BP, Heavy Manufacturing-Buffer Parking to R-3-PD, Multiple-Family Residential-Planned Development, and from A-1, Light Agricultural to R-3-PD, Multiple-Family Residential-Planned Development, is consistent with the City's General Plan; and
4. Adopt Ordinance No. 1047 and pass its final reading on Zone Change Case No. 134.

BACKGROUND/DESCRIPTION OF REQUEST

The 3.9± acre property, is located at 13231 Lakeland Road, at the northwest corner of Laurel Avenue and Lakeland Road. In 2006, Comstock Homes submitted several applications (conditional use permit, zone change and general plan) to develop the 3.9± acre property into 96 residential units consisting of 12 8-plex buildings. The proposed development featured a mixture of two- and three-story homes, with four different floor plans ranging in size from 1,123 sq. ft. to 1,524 sq. ft., with 2 to 3 bedrooms and either tandem or side-by-side two-car garage units.

The Community Development Commission (CDC) in May 2008 acquired the property, from Comstock Homes when they withdrew their applications due to the soft real estate market. The CDC purchased the property, with Housing Set-Aside

funds, for the purpose of developing affordable housing. For the property to be developed with housing, the zoning and general plan need to be changed. This is the primary reason why the City of Santa Fe Springs, as Applicant, is requesting the proposed change of zone and general plan amendment.

On February 26, 2009, the CDC awarded a consultant contract to Beth Stochl Associates to prepare a Request for Qualifications (RFQ). The purpose of the Request was to identify well-qualified developers that have experience and demonstrated ability to construct affordable housing. In 2011, after a lengthy Request for Qualifications process, East LA Community Corporation and National CORE (ELACC) in a joint venture partnership were selected as the developer to construct affordable single-family ownership housing on the 3.9-acre property. The approval was contingent upon the approval and execution of a Disposition and Development Agreement (DDA) between ELACC and the CDC. Under the terms of the DDA, ELACC would develop 48 affordable for-sale single-family homes (detached condos) to be sold to moderate-income homebuyers earning 80% to 120% Area Median Income (AMI). The CDC would lease the land to ELACC for \$1 for 45 years.

Since that time, the project has not commenced due to the depressed homeownership market, collapse of the financial market, and the uncertainty of the aftermath of the dissolution of the more than 400 redevelopment agencies (RDAs) in the State of California in 2012. As a result, the DDA was never executed. At the time of the dissolution of RDAs, it was unclear as to what would happen to assets acquired by Housing Set Aside funds. Subsequent legislation provided a process to have housing assets transferred permanently to cities. The City has undergone such a process and as a result, the City's housing assets are now available for disposal without limitations.

The 2013-14 economic forecast by the Los Angeles County Economic Development Commission (LAEDC) predicts continued modest growth in the economy, gains in the labor market, low inflation threat, and improvements in the housing market. The freeing of the City's housing assets coupled with a slowly recovering economy will enable the City to move forward with developing the property with affordable housing.

Ownership of the property has since been transferred to the Housing Successor by operation of law on February 1, 2012. Housing successors were established to manage assets of the former low to mid-income housing funds of RDAs.

The property is currently fenced and unimproved. For the past 5 years, the City has allowed the Los Angeles County Chief Executive Office to lease the subject vacant property. The County has used the property, generally for a few weeks, for the parking of trucks and equipment related to the November elections.

The 3.9± acre property is located at 13231 Lakeland Road, at the northwest corner of Laurel Avenue and Lakeland Road and is zoned M-2-BP, Heavy Manufacturing-Buffer Parking. At the northeast corner of Laurel Avenue and Lakeland Road are three parcels (APN: 8011-011-906, APN: 8011-011-907, APN: 8011-011-912) with a total combined area of 32,562 sq. ft., that are also owned by the Housing Successor. These properties are zoned A-1, Light Agricultural.

Except for APN: 8011-011-906, all of the aforementioned properties were identified in the City's 2008-2014 Housing Element to be rezoned from their current zoning to R-3-PD, Multiple-Family Residential-Planned Development. The rezoning of the sites to residential uses would fulfill the parameters of AB 2348 and address the City's Regional Housing Need Assessment (RHNA) shortfall for lower income units. In furtherance of AB 2348, the rezoned sites will allow for residential uses by "right" without the requirement for discretionary review of the PD overlay and will have the capacity for at least 16 units and require minimum densities of 20+ units per acre.

The General Plan Guidelines published by the State Office of Planning and Research require all projects, actions, or programs to be consistent with the General Plan; thus for residential development to occur on the identified properties, the zoning and land designation of the subject properties must be changed.

As a result, the applicant is requesting approval to change the existing zoning designation on the 3.93± acre property (APN: 8011-012-902) located at 13231 Lakeland Road from M-2-BP, Heavy Manufacturing-Buffer Parking to R-3-PD, Multiple-Family Residential-Planned Development, and also to change the zoning designation of the 3 parcels (APN: 8011-011-906, APN: 8011-011-907, APN: 8011-011-912) at the northeast corner of Laurel Avenue and Lakeland Road, with a total combined area of 32,562 sq. ft., from A-1, Light Agricultural to R-3-PD, Multiple-Family Residential-Planned Development. The Planned Development Overlay zone will allow for flexibility and deviation from certain requirements of the underlying zone designation.

Concurrent with the Zone Change (ZC 134) request, the applicant is also requesting approval to amend the Land Use Map of the City's General Plan (General Plan Amendment Case No. 25 (GPA 25) on the single parcel (APN: 8011-012-902) of 3.9± acres, with an address of 13231 Lakeland Road, and located at the northwest corner of Laurel Avenue and Lakeland Road, from the existing land use designation of Industrial to Multiple-Family Residential. The applicant is also requesting approval to amend the Land Use Map of the City's General Plan for the three parcels, (APN: 8011-011-906, APN: 8011-011-907 and APN: 8011-011-912), with a total combined area of 32,562 sq. ft., and located at the northeast corner of Laurel Avenue and Lakeland Road, from Single-Family Residential to Multiple-Family Residential.

Upon approval and adoption of the proposed Change of Zone and General Plan Amendment, the new zoning designations of R-3-PD, Multiple-Family Residential-

Planned Development and the new general plan land use designation of Multiple-Family Residential, will be consistent.

PREVIOUS ACTIONS BY PLANNING COMMISSION

On September 23, 2013, the Planning Commission held a Public Hearing on Zone Change Case No. 134 and General Plan Amendment Case No. 25. After opening the Public Hearing, receiving a presentation from Staff, and receiving comments, the Planning Commission approved the proposed Zone Change and General Plan Amendment with a recommendation that the City Council approve the subject Zone Change and General Plan Amendment. The Commission's recommendation was embodied in Resolutions 38-2013 and 39-2013. The Commission also determined that the proposed project was Categorically Exempt from the California Environmental Act (CEQA).

ZONING ORDINANCE REQUIREMENTS

Section 155.825 of the Zoning Regulations stipulates that, in considering any request for a change of zone, the Commission shall satisfy itself that the following conditions prevail before recommending that the change be granted:

1. That there is a real need in the community for more of the types of uses permitted by the zone requested than can be accommodated in the areas already zoned for such use;
2. That the property involved in the proposed change of zone is more suitable for the uses permitted in the proposed zone than for the uses permitted in the present zone classification;
3. That the proposed change of zone would not be detrimental in any way to persons or property in the surrounding area, nor to the community in general;
4. That the proposed change of zone will not adversely affect the master plan of the city.

STREETS AND HIGHWAYS

The subject properties are located at the northeast and northwest of Laurel Avenue and Lakeland Road. Both Laurel Avenue and Lakeland Road are designated as "Local" streets within the Circulation Element of the City's General Plan.

ZONING AND LAND USE

One of the properties is zoned M-2-BP, Heavy Manufacturing-Buffer Parking and the other properties are zoned A-1, Light Agricultural. All the properties are vacant and on unimproved land. The Zoning, General Plan, and Land Use of the surrounding properties for the 3.9± acre property are as follows:

Table I

Direction	Zoning District	General Plan	Land Use
North	M-2, Heavy Manufacturing	Industrial	10905 Laurel Avenue – Key Mechanical Services (commercial mechanical contractor)
South	A1 (County)		13021 Meyer Road – Amelia Mayberry Park, Single-family dwellings
East	A-1, Light Agricultural	Agricultural	Single family dwellings; unimproved land
West	M-2, Heavy Manufacturing	Industrial	13221 Lakeland Road – Advance Microwave Components (fabricator of RF communication components and waveguide components for the communication and satellite industry.)

The Zoning, General Plan and Land Use of the surrounding properties for the three (3) parcels are as follows:

Table II

Direction	Zoning District	General Plan	Land Use
North	A-1, Light Agricultural	Single Family Residential	Single family dwellings; unimproved land
South	PF-Public Facilities	Public Facilities	13021 Meyer Road – Carmela Elementary School
East	R-3, Multiple Family Residential	Multiple Family Residential	13331 Lakeland Road - Lakeland Manor Apartments (apartments for low-income disabled tenants)
West	M-2, Heavy Manufacturing	Industrial	13231 Lakeland Road –vacant, unimproved land

LEGAL NOTICE OF PUBLIC HEARING

This matter was set for Public Hearing in accordance with the requirements of Sections 65090 et seq and 65854 of the State Planning, Zoning, and Development Laws and the requirements of Sections 155.860 through 155.866 of the City's Municipal Code. Legal notice of the Public Hearing for the proposed Zone Change and General Plan Amendment was sent by first class mail to all property owners whose names and addresses appear on the latest County Assessor's Roll within 500 feet of the exterior boundaries of the subject property on September 12, 2013. The legal notice was also posted at Santa Fe Springs City Hall, the City Library and the City's Town Center on September 12, 2013, and published in a newspaper of general circulation (Whittier Daily News) on September 13, 2013, as required by the State Zoning and Development Laws and by the City's Zoning Ordinance.

ADDITIONAL NOTIFICATION

In addition to the notification as stated above, notification of the proposed Zone Change and General Plan Amendment was sent to the surrounding cities, the uniformed school district within and outside the area covered by the proposed project, and each agency expected to provide water, sewage, streets, roads, or other essential facilities or services to the project. Notification was also mailed to all the owners of the properties that are the subject of the Zone Change and General Plan Amendment.

ENVIRONMENTAL IMPACT ASSESSMENT

Pursuant to Section 15061 (General Rule Provision) of the California Environmental Quality Act (CEQA) this project is Categorically Exempt.

ZONING ORDINANCE REQUIREMENTS – FINDINGS

1. *That there is a real need in the community for more of the types of uses permitted by the zone requested than can be accommodated in the areas already zoned for such use.*

There is a need in the community for additional housing. Santa Fe Springs is a predominantly industrial community, with most of its residential neighborhoods built out in the 1950s. Approximately 10% of the City's 5,500 acres is zoned for residential uses, and virtually all of those areas are now fully developed.

The City is also expected to experience future growth in population and employment; thus, necessitating the need for the types of uses (residential) permitted by the zone change request. Table III outlines the Southern California Association of Government, (SCAG), population, housing, and employment forecast for City.

Table III
City of Santa Fe Springs
Population, Housing and Employment Forecast

Year	Population	Housing Units	Employment
2005	17,547	4,995	60,833
2010	18,263	5,201	64,732
2015	19,113	5,451	65,703
2020	19,949	5,702	66,617

Source: SCAG 2004 RTP Growth Forecast, website:
<http://www.scag.ca.gov/forecast/rtpgf2004.htm>

As seen in the table, between 2005 and 2010, the population is projected to increase by 716 individuals, housing is projected to increase by 206 units, and employment is projected to increase by 3,900 jobs. Between 2010 and 2015, the population is projected to increase by 850 individuals, housing is projected to increase by 250 units, and employment is projected to increase by 971 jobs. Moreover, between 2015 and 2020, the population is projected to increase by 836 individuals, housing is

projected to increase by 251 units and employment is projected to increase by 914 jobs.

With projected increase in population and employment, coupled with the residentially zoned areas of the City being fully developed, there is a definite need for residential development in the City.

2. *That the property involved in the proposed change of zone is more suitable for the uses permitted in the proposed zone than for the uses permitted in the present zone classification.*

It can be argued that because the properties that are the subject of the proposed Zone Change is zoned M-2-BP, Heavy Manufacturing-Buffer Parking and A-1, Light Agricultural, residential development is inappropriate. The City's Housing Element has clearly identified the need for additional residential housing and that there is a substantial long-term demand for residential development in the City. This is especially important since virtually all of residential areas of the City are fully developed. The City's State-mandated 2008-2014 Housing Element identified the sites for rezoning to residential uses and the properties were acquired by Housing Set-Aside funds to be specifically developed with residential uses.

The existing Agricultural zone in that area is antiquated. Most of the City's Agricultural zones are located adjacent to the San Gabriel River, within the westerly area of the City. Moreover, the subject Agricultural zone is surrounded by residential uses. Although the existing A-1 Zone allows for single-family dwellings, it also allows for farms or ranches, for orchards, vineyards, tree crops, field crops, and for a maximum of 12 poultry and four adult rabbits on any one lot or parcel. These types of uses would not be compatible with the surrounding residential uses.

East of the three parcels is Lakeland Manor, a 25-unit housing facility operated by Ability First for physically disabled adults. Prior to the dissolution of RDAs, the City was in discussion with Ability First about constructing a second phase of the Lakeland Manor project on the parcels for a 21-unit family rental project for persons with disabilities. The project would contain a mix of one-, two-, and three-bedroom units, and would be affordable to very low-income and low-income households. With the dissolution of RDAs, the project was placed in abeyance and eventually was terminated. The proposed change of zone and general plan amendment could potentially allow for a new developer to develop the parcels with affordable housing. The existing zoning would not.

3. *That the proposed change of zone would not be detrimental in any way to persons or property in the surrounding area, nor to the community in general.*

Staff has not received any responses from any persons or from the surrounding property owners opposed to the proposed Change of Zone and/or General Plan Amendment.

The proposed Zone Change and associated General Plan Amendment will result in the following benefits: (1) Preserve the prevailing low-density single-family characteristics of the City's existing residential uses; (2) Encourage and promote owner-occupancy of homes; (3) Facilitate the development of a range of residential development types in Santa Fe Springs and in so doing help fulfill regional housing needs, including low-density single-family uses, moderate-density townhomes and higher-density condominiums; (4) Address the housing shortage in the City by adding a minimum of 118 homes and expanding the level of housing in the City; (5) promote a job/housing balance by locating attractive housing in proximity to schools (Carmela Elementary School), parks (Amelia Mayberry Park), and a commuter rail system (less than 1.5 miles from the site-Santa Fe Springs/Norwalk Metrolink station), and to convenient freeway access (Interstate 5, 405, and 605 Freeways, State Route 91 Freeway); (7) provide a project that, based on the City's development standards, will incorporate high-quality landscaping and aesthetics, creating a more beautiful and livable neighborhood environment.

4. *That the proposed change of zone will not adversely affect the master plan of the city.*

The General Plan is the *master plan of the city*. The General Plan provides the overall direction for the future development of the City. It is a comprehensive planning document that addresses the many aspects of community life in the City of Santa Fe Springs. It is a long range plan in that it seeks to provide for the needs of the community into the future. The General Plan is also flexible enough to respond to the changing needs and concerns of those who live, work, and frequent Santa Fe Springs.

The General Plan consists of six mandatory elements, including: 1) Land Use; 2) Housing; 3) Open Space/Conservation; 4) Safety; 5) Circulation; and, 6) Noise. There is no evidence to suggest that the proposed Zone Change will *adversely affect the master plan of the city*.

The following table (Table IV) illustrates how the proposed Change of Zone will be consistent with the goals and policies of the General Plan.

Table IV
General Plan Consistency Analysis

<u>Element</u>	<u>Policy</u>	<u>Project Consistency/Comment</u>
<u>Land Use</u>	Encourage and promote owner-occupancy of homes	Consistent: The subject properties will be developed with housing.
	Encourage the grouping of adjoining small or odd shaped parcels in order to create more viable development	Consistent: Multiple Assessor's Parcels will be combined to form one the project site

<u>Housing</u>	Provide adequate sites to facilitate the development of a range of residential development types which fulfill regional housing needs, including low density single family uses, moderate density town homes and higher density apartments and condominiums.	Consistent: The eventual development of the site with affordable housing will help to address the City's housing needs.
	2.3 Continue to provide for flexibility in the density and mix of land uses through the Planned Development overlay, and encourage the development of higher density, affordable housing in this zone.	Consistent: Any proposed residential development on the site could potentially be developed with a density of between 20 to 30 dwelling units per acre. The Planned development Zone would also allow for flexibility in the development standards. All future dwelling would be affordable housing.
<u>Open Space</u>	Promote the development of open space and recreational facilities within commercial, industrial, and residential developments	Consistent: Any future development on the sites would include some area of open space and where feasible, recreational facilities.
<u>Safety</u>	Review all new developments with regards to urban fire risks	Consistent: Any future development of the site with housing will be reviewed for design features to reduce the demand for fire department's services, including fire hydrant placement, emergency access, and the installation of sprinklers within each unit.
<u>Circulation</u>	Minimize pedestrian and vehicular conflicts	Consistent: Any future development of the sites would incorporate meandering sidewalks or sidewalks that will be setback from the curb.

STAFF REMARKS

The current zoning and land used designation prevents the properties from being developed with housing. This is despite the fact that the properties were acquired by Housing Set-Aside monies with the primary goal of developing the properties for housing. Based on the reasons enumerated above, Staff believes that Zone Change Case No. 134 meets and satisfies the criteria for the subject change of zone request.



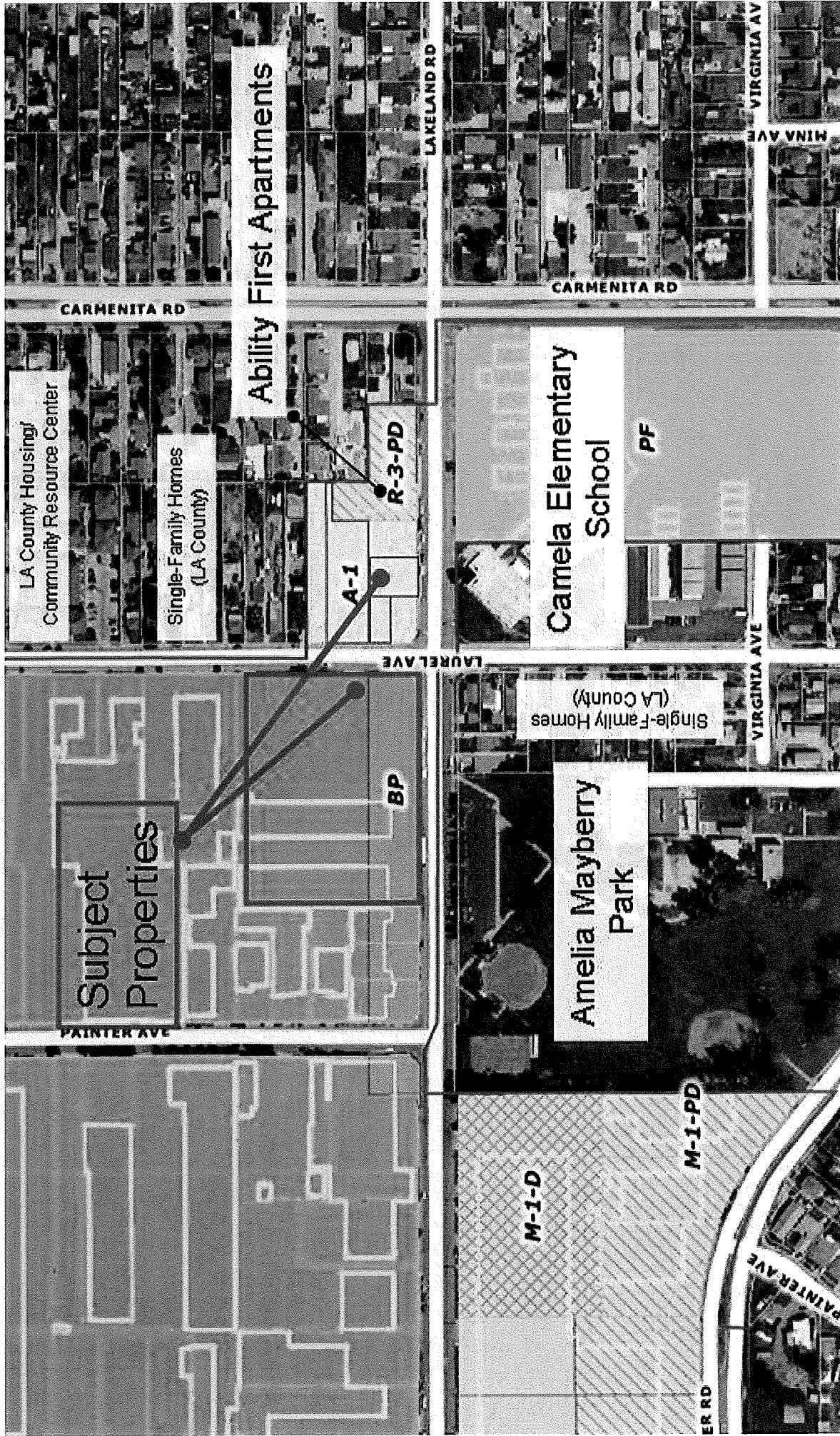
Thaddeus McCormack
City Manager

Attachments:

1. Location Map - Aerial Photograph
2. Vicinity Map
3. Zone Change Map-Existing
4. Zone Change Map-Proposed
5. Ordinance No. 1047

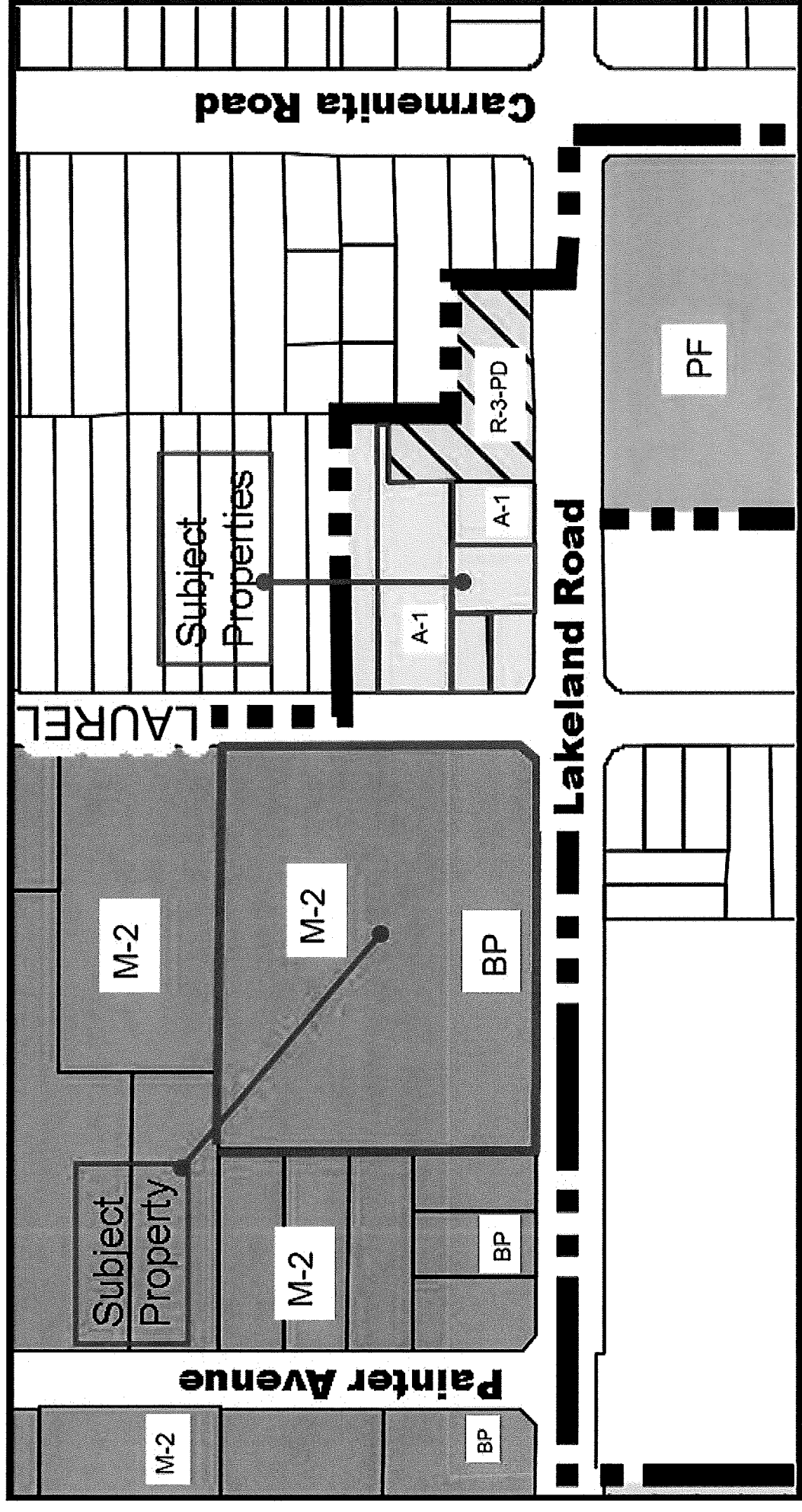
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EXHIBIT A, ORDINANCE NO. 1047
ZONE CHANGE CASE NO. 134



VICINITY MAP

EXHIBIT A, ORDINANCE NO. 1047
 ZONE CHANGE CASE NO. 134








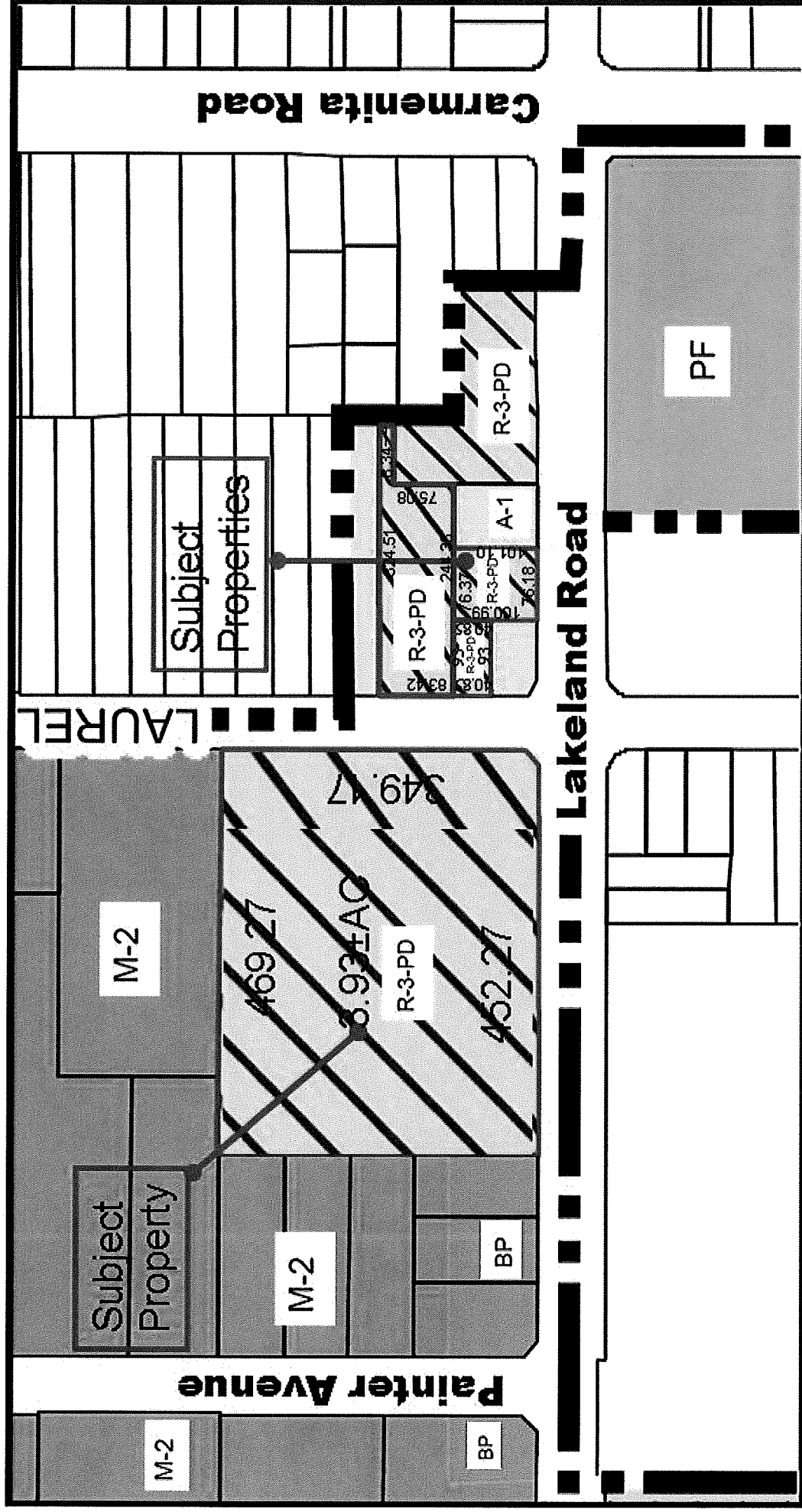
EXISTING ZONE		City Boundary
	BP Buffer Parking	 M-2 Heavy Manufacturing
	PF Public Facilities	 A-1 Light Agricultural
		 R-3-PD Multiple Family - Planned Development Overlay Zone

EXHIBIT A, ORDINANCE NO. 1047 ZONE CHANGE CASE NO. 134



PROPOSED ZONE [] City Boundary

CHANGE OF ZONE FROM M-2 BP, HEAVY MANUFACTURING-BUFFER PARKING AND & FROM A-1 LIGHT AGRICULTURAL TO R-3-PD, MULTIPLE-FAMILY RESIDENTIAL PLANNED DEVELOPMENT

M-2 BP and A-1 to R-3-PD Multiple Family - Planned Development Overlay Zone

ORDINANCE NO. 1047

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS AMENDING TITLE 5 OF THE CODE OF ORDINANCES OF THE CITY, "THE ZONING ORDINANCE" OF THE CITY, BY PLACING CERTAIN PROPERTIES WITHIN THE CITY INTO THE R-3-PD, "MULTI-FAMILY RESIDENTIAL-PLANNED DEVELOPMENT" ZONE (ZONE CHANGE CASE NO. 134).

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES ORDAIN AS FOLLOWS:

Section 1. Attached hereto and, by this reference, made a part hereof, is a map entitled "Exhibit A." The properties which are the subject of this Ordinance is shown on said map as currently being in the M-2-BP, Heavy Manufacturing-Buffer Parking zone (APN: 8011-012-902) and A-1, Light Agricultural zone (APN: 8011-011-906, APN: 8011-011-907, APN: 8011-011-912).

Section 2. Title 15 of the Code of Ordinances of the City of the City of Santa Fe Springs, which chapter is the Zoning Ordinance of the City, is amended by placing the properties shown upon Exhibit A as being in the R-3-PD, Multi-Family Residential – Planned Development, zone.

Section 3. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in at least three (3) public places in the City, such posting to be completed not later than fifteen (15) days after passage hereof.

PASSED, APPROVED AND ADOPTED THIS 8th DAY OF OCTOBER, 2013.

AYES:
NOES:
ABSENT:

MAYOR

ATTEST:

DEPUTY CITY CLERK



City of Santa Fe Springs

City Council Meeting

October 8, 2013

NEW BUSINESS

Resolution No. 9429 – Request for Parking Restriction at 11211 Greenstone Avenue

RECOMMENDATION

That the City Council adopt Resolution No. 9429, which would prohibit parking of vehicles weighing over 6,000 pounds on the west side of Greenstone Avenue beginning at a point 320 feet south of the centerline of Lakeland Road to a point 840 feet south of the centerline of Lakeland Road and implement a tow-away zone in the same area for vehicles that violate the restriction.

BACKGROUND

The Traffic Commission at their meeting of September 19, 2013 reviewed the attached report for the proposed parking restriction. The Commission voted 5 to 0 to recommend to the City Council for consideration and approval the proposed parking restriction and the provision for a tow-away zone as stated herein.


The request is for the implementation of a restriction on the west side of Greenstone Avenue that would prohibit vehicles over 6,000 pounds from parking on the street frontage adjacent to their business property. Staff recommends implementation of the parking restriction as requested by International Paper and the addition of a tow-away zone provision.


Thaddeus McCormack
City Manager

Attachment(s)

1. Resolution No. 9429
2. Traffic Commission Report

Report Submitted By:


Noe Negrete, Director
Public Works

Date of Report: October 1, 2013

RESOLUTION NO. 9429

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SANTA FE SPRINGS, CALIFORNIA
RESTRICTING PARKING AND STOPPING OF VEHICLES AND ESTABLISHMENT
OF A TOW-AWAY ZONE ON PORTIONS OF GREENSTONE AVENUE**

THE CITY COUNCIL OF THE CITY OF SANTA FE SPRINGS DOES HEREBY
RESOLVE AND ORDER AS FOLLOWS:

Section 1: Pursuant to the provisions of Chapter 75, Schedule II of the City Code, the following locations are designated as places where no person shall stop, stand or park a vehicle weighing in excess of 6,000 pounds at any time and is hereby established as a tow-away zone:

West side of Greenstone Avenue beginning at a point 320 feet south of the
centerline of Lakeland Road to a point 840 feet south of the centerline of Lakeland
Road

When signs are posted giving notice thereof, any vehicle which is parked or left standing in violation of the provisions of this Resolution, shall be removed pursuant to the provisions of Vehicle Code Section 22651 (n).

APPROVED and ADOPTED this **8th** day of **October 2013**.

MAYOR

ATTEST:

CITY CLERK



City of Santa Fe Springs

Traffic Commission Meeting

September 19, 2013

NEW BUSINESS

Request for Parking Restriction at 11211 Greenstone Avenue

RECOMMENDATION

That the Traffic Commission recommend to the City Council that a parking restriction for vehicles weighing over 6,000 pounds be implemented along with a provision for the towing of vehicles that violate the restriction on the west side of Greenstone Avenue beginning at a point 320 feet south of the centerline of Lakeland Road to a point 840 feet south of the centerline of Lakeland Road.

BACKGROUND

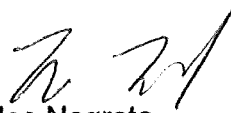
The Public Works Department received a request for a parking restriction from International Paper located at 11211 Greenstone Avenue (see attached). They are experiencing problems with large trucks parking adjacent to their driveways making it difficult for their employees, visitors and delivery trucks to enter or exit the business. The request is for the implementation of a restriction on the west side of Greenstone Avenue that would prohibit vehicles over 6,000 pounds from parking on the street frontage adjacent to their business property.

Greenstone Avenue is classified as a local industrial collector street with a curb to curb width of sixty-four feet. It is striped for one lane of traffic in each direction. Parking is generally restricted for vehicles weighing over 6,000 pounds on the west side of the street and Greenstone Avenue is posted with a speed limit of thirty-five miles per hour. Santa Fe Springs Fire Station No. 1 Headquarters is located across the street from International Paper. The area is zoned for Heavy Manufacturing (M2), on both sides of the street.

The Public Works Department generally receives parking restrictions requests from local businesses concerning parking in front of their property, especially adjacent to their driveways. Typically, it is an issue of restricted sight distance caused by the parking of semi-trucks with trailers or even pick-up trucks or minivans.

Staff reviewed the existing conditions at the location and recommends that a parking restriction prohibiting the parking of vehicles over 6,000 pounds be implemented on the west side of Greenstone Avenue beginning at a point 320 feet south of the centerline of Lakeland Road to a point 840 feet south of the centerline of Lakeland Road.

Also, a provision for the towing of vehicles that violate the restriction will be included with the parking restriction.



Noe Negrete
Director of Public Works

Attachments:

1. Letter from International Paper
2. Figure 1 - Location Map

RICHARD HUBBARD
MAINTENANCE SUPERVISOR
SANTA FE SPRINGS CONTAINER PLANT

11211 Greenstone Avenue
Santa Fe Springs, CA 90670

Tel: (562) 946-6197
richard.hubbard@ipaper.com

July 20, 2013

Noe Negrete
Director, Department of Public Works
City of Santa Fe Springs
11710 E. Telegraph Road
Santa Fe Springs, CA 90670

Dear Director Negrete:

I would like to address the following safety/nuisance issues at our facility located at 11211 Greenstone Avenue in Santa Fe Springs:

- 1) Tractor trailers park in front of our facility causing a blind corner for employees and shipping trucks entering and exiting the facility. This also creates a safety hazard for employees crossing the street due to the diminished visibility. We would like NO STOPPING ANYTIME VEHICLES OVER 6,000 LBS signs posted on our side of the street in front of our facility (see attached pictures #298-299).
- 2) Motorists frequently disobey the posted speed limit on Greenstone Avenue in front of our facility again causing safety issues for employees entering/exiting the facility as well as employees crossing the street.
- 3) We would like to know the exact location of our property line on the South side of our property. It is our understanding that it may be on our neighbor's side of the drainage ditch. If this is the case, this ditch is where we take storm water runoff sample to be tested. We have witnessed the business behind our property dumping waste into this drainage ditch. This ultimately affects our storm water runoff potentially putting us in unnecessary violation of storm water regulations (see pictures #300-303).

I have attached pictures for your reference as well as to verify these complaints. Please contact me at the number above to discuss these issues and what actions should be taken.

Thank you for your consideration of this request and I look forward to hearing from you soon.

Sincerely,



Richard Hubbard

Attachments

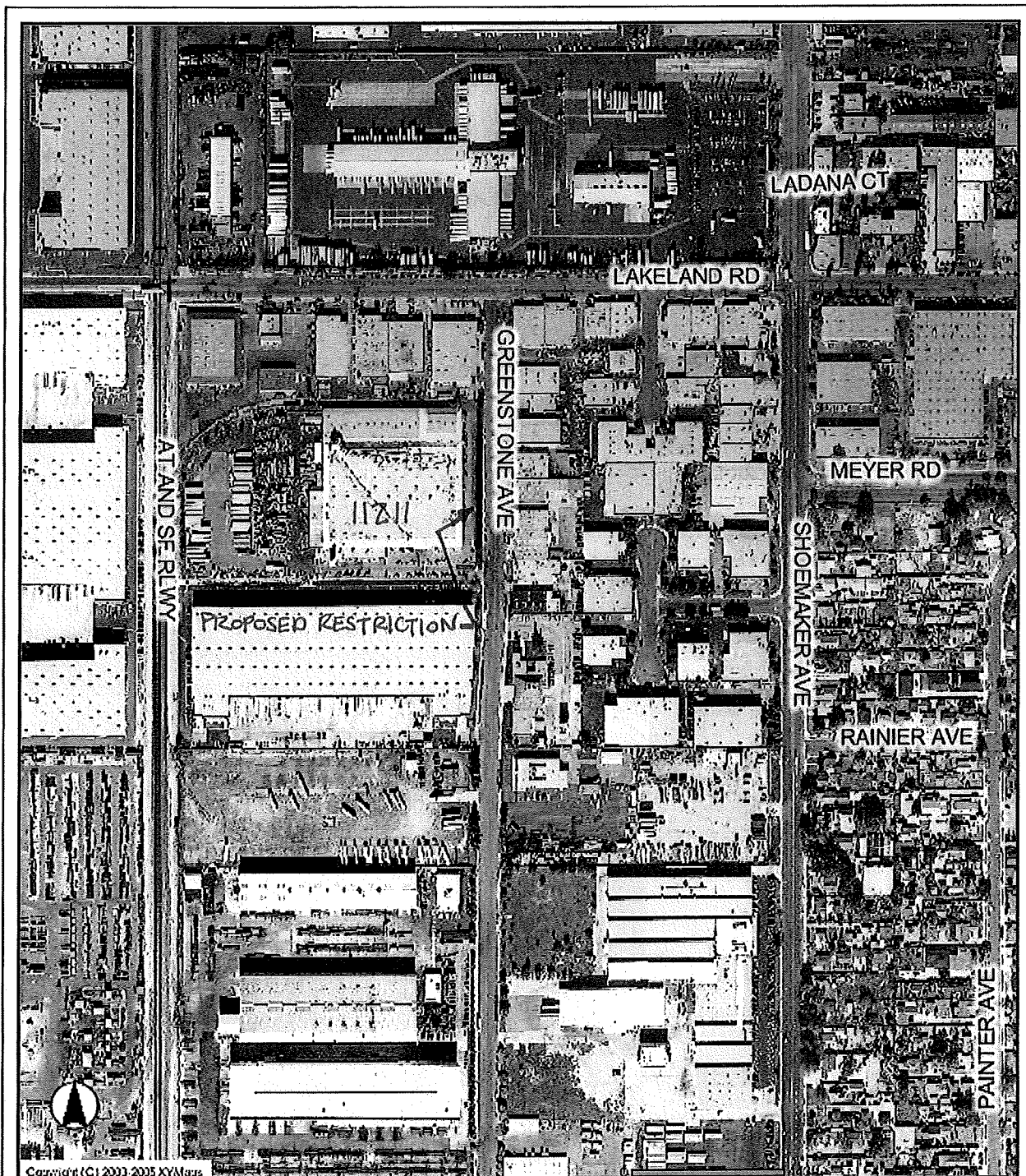


FIGURE 1
LOCATION MAP



City of Santa Fe Springs

City Council Meeting

October 8, 2013

NEW BUSINESS

Rosecrans Avenue/Marquardt Avenue Grade Crossing – Final Payment

RECOMMENDATION

That the City Council approve the Final Progress Payment (less 5% Retention) to Hardy & Harper, Inc. of Santa Ana, California, in the amount of \$358,767.56 for the subject project.

BACKGROUND

At the City Council meeting of December 20, 2012, the Council awarded a contract to Hardy & Harper, Inc. of Santa Ana, California, in the amount of \$606,000.00 for the subject project.

The Rosecrans Avenue/Marquardt Avenue Grade Crossing improvements project included the construction of raised medians, street rehabilitation, curb and gutter, sidewalk, relocation of railroad crossing gates, traffic signal poles and the installation of a traffic signal cabinet.

The following payment detail represents the Final Progress Payment (less 5% Retention) due per terms of the contract for the work which has been completed and found to be satisfactory.

The final construction cost is \$645,874.65. The increase was a result of unforeseen differences in pavement thickness near the railroad crossing; ultimately resulting in the removal and replacement of additional pavement materials, thus increasing material quantities and cost. In addition, the contractor was requested to perform additional work beyond the original scope of work, including the removal and replacement of sidewalk, curb ramps and curb and gutter. The final project cost including construction, engineering, inspection, overhead, and contingency is under the budgeted amount of \$1,200,000.00.

FISCAL IMPACT

There is no fiscal impact as the project is fully funded by the Section 130 Grade Crossing Program and there is no requirement for a City match.


Thaddeus McCormack
City Manager

Attachment:

1. Payment Detail



Report Submitted By:

Noe Negrete, Director
Public Works

Date of Report: October 1, 2013

Payment Detail

Rosecrans/Marquardt Avenues Section 130 Grade Crossing Improvements
U.S. DOT No. 027656A, STPLR-7500(017) Service Contract No. 75LX111

Contractor:

Hardy & Harper, Inc.
1312 East Warner Ave
Santa Ana, CA 92705

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	% Quantity	Amount	% Quantity	Amount
Contract Work									
1	Mobilization	1	LS	\$ 30,000.00	\$30,000.00	0.5	\$15,000.00	1.0	\$30,000.00
2	Unclassified excavation	509	CY	\$ 41.25	\$20,996.25	21.12	\$871.20	546.12	\$22,527.45
3	Cold mill 2"	52,084	SF	\$ 0.23	\$11,979.32	58,035	\$13,348.05	58,035	\$13,348.05
4	Construct crushed miscellaneous base (CMB)	858	Tons	\$ 24.00	\$20,592.00	193.96	\$4,655.04	647.18	\$15,532.32
5	Construct AC pavement 4" (medians)	68	Tons	\$ 130.00	\$8,840.00	4.00	\$520.00	124.21	\$16,147.30
6	Construct ARHM pavement cap 2"	686	Tons	\$ 93.50	\$64,141.00	849.44	\$79,422.64	849.44	\$79,422.64
7	Construct curb and gutter type A2	261	LF	\$ 35.00	\$9,135.00	54	\$1,890.00	320	\$11,200.00
8	Construct curb and gutter type B2 (modified 8" curb face)	1,441	LF	\$ 23.00	\$33,143.00	201	\$4,623.00	1569	\$36,087.00
9	Construct PCC sidewalk and curb ramps 4"	1,240	SF	\$ 7.57	\$9,386.80	2428	\$18,379.96	2428	\$18,379.96
10	Construct PCC sidewalk and curb ramps 6"	1,764	SF	\$ 8.08	\$14,253.12	2250	\$18,180.00	2250	\$18,180.00
11	Construct PCC stamped median island	4,516	SF	\$ 6.50	\$29,354.00	3960	\$25,740.00	3960	\$25,740.00
12	Clear and grub	1	LS	\$ 7,000.00	\$7,000.00	0.5	\$3,500.00	1.0	\$7,000.00
13	Adjust utility manhole cover to grade	8	EA	\$ 400.00	\$3,200.00	1	\$400.00	1	\$400.00
14	Adjust water valve to grade	5	EA	\$ 400.00	\$2,000.00	4	\$1,600.00	4	\$1,600.00
15	Construction Survey	1	LS	\$ 4,500.00	\$4,500.00	0.1	\$450.00	1.0	\$4,500.00
16	Furnish and install signing and striping	1	LS	\$ 24,000.00	\$24,000.00	1	\$24,000.00	1	\$24,000.00
17	Furnish and install traffic signal equipment	1	LS	\$ 287,479.51	\$287,479.51	0.50	\$143,739.76	1.00	\$287,479.51
18	Traffic Control	1	LS	\$ 24,000.00	\$24,000.00	0.5	\$12,000.00	1.0	\$24,000.00
19	Preparation of SWPPP and Implementation	1	LS	\$ 2,000.00	\$2,000.00	0.5	\$1,000.00	1.0	\$2,000.00
Total					\$606,000.00		\$369,319.65		\$637,544.23

Contract Change Order

1	Trim Two Trees on North/East Corner	1	LS	\$ 1,955.00	\$1,955.00	1	\$1,955.00	1	\$1,955.00
					\$1,955.00		\$1,955.00		

Payment Detail
 Rosecrans/Marquardt Avenues Section 130 Grade Crossing Improvements
 U.S. DOT No. 027656A, STPLR-7500(017) Service Contract No. 75LX111

Contractor: Hardy & Harper, Inc.
 1312 East Warner Ave
 Santa Ana, CA 92705

Item No.	Description	Contract			Completed This Period		Completed To Date		
		Quantity	Units	Unit Price	Total	% Quantity	Amount	% Quantity	Amount
Time & Material									
1	Construct Spread Footing (Traffic Signal North/East Corner)								
		Total Labor/Material/Equipment			\$890.64				\$890.64
2	Pot Hole (BNSF Right Of Way South/East Corner)								
		Total Labor/Material/Equipment			\$333.99				\$333.99
3	Bore 3" & 2" Conduits Under BNSF Tracks (South/East Corner)								
		Total Labor/Material/Equipment			\$2,301.80				\$2,301.80
4	Terminate 3" Steel Conduit/Expose Conduit to Pull Box/Pole (South/East Corner)								
		Total Labor/Material/Equipment			\$1,510.68				\$1,510.68
5	Terminate 3" Steel Conduit (South/East Corner)								
		Total Labor/Material/Equipment			\$720.99				\$720.99
6	Relocate Existing Street Light Pull Box (South/West Corner)								
		Total Labor/Material/Equipment			\$617.32				\$617.32
					Total				
					\$6,375.42				\$6,375.42

Total Completed This Period: \$377,650.07

Total Completed Items to Date: \$645,874.65

CONTRACT PAYMENTS

Total Items Completed to Date
 Less Retention Withheld (5%)
 Less Progress Payment No. 1
 Final Payment

\$ 645,874.65
 \$ 32,293.73
 \$ 254,813.36
 \$ 358,767.56

Amount: \$ 358,767.56

W.O. #: 453-397-B017-4800

SUBMITTED BY: Pat Harper RG 10/1/13

APPROVED BY: _____



City of Santa Fe Springs

City Council Meeting

October 8, 2013

NEW BUSINESS

Santa Fe Springs Park – Authorization to Execute Southern California Edison License Agreement

RECOMMENDATION

Authorize the Mayor to execute a License Agreement, Contract No. 9.5125, with Southern California Edison (SCE).

BACKGROUND

A significant portion of Santa Fe Springs Park is located on SCE property. The park is adjacent to the San Gabriel River and underneath existing overhead power lines.

SCE permits the City to use this property as a park under a 5-year license agreement. The term of the license agreement is for five (5) years, 2013-2017. The annual license fee is \$1,313.00.

FISCAL IMPACT

The cost of the annual license fee is included in the FY 2013-2014 Park Maintenance Budget for Santa Fe Springs Park.

INFRASTRUCTURE IMPACT

Santa Fe Springs Park is one of several community facilities that play a critical role in the health and welfare of the residents.

Thaddeus McCormack
City Manager

Attachment:

1. SCE License Agreement-Contract No. 9.5125
2. Location Map

Report Submitted By:

Noe Negrete, Director
Public Works

Date of Report: October 2, 2013

CITY OF SANTA FE SPRINGS

Contract No. 9.5125

L I C E N S E A G R E E M E N T

I N D E X

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS
9. ACCESS AND CLEARANCES
10. PARKING
11. FLAMMABLES, WASTE AND NUISANCES
12. PESTICIDES AND HERBICIDES
13. HAZARDOUS WASTE
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16. PARKWAYS AND LANDSCAPING
17. IRRIGATION EQUIPMENT
18. UNDERGROUND TANKS
19. UNDERGROUND FACILITIES
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21. TAXES, ASSESSMENTS AND LIENS
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24. COMPLIANCE WITH LAW
25. GOVERNING LAW
26. INDEMNIFICATION
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28. EVENTS OF DEFAULT
29. REMEDIES
30. NON-POSSESSORY INTEREST
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33. ATTORNEY FEES
34. ELECTRIC AND MAGNETIC FIELDS
35. NOTICES
36. RECORDING
37. COMPLETE AGREEMENT

ADDENDUM

PARK USE

LICENSE AGREEMENT

THIS AGREEMENT, made as of the _____ day of _____, 20 ____, between SOUTHERN CALIFORNIA EDISON COMPANY (SCE), a corporation organized under the laws of the State of California, hereinafter called "Licensor", and CITY OF SANTA FE SPRINGS, hereinafter called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property described below and depicted on Exhibit "A" attached hereto and made a part hereof of the ("Property") solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth.

The subject Property is located in the City of Santa Fe Springs, County of Los Angeles, State of California further described as follows:

The land described and designated as Parcel 1, Parcel 2 and Parcel 3 in certain deed to Southern California Edison Company, dated June 8, 1951, and filed on September 30, 1951, as Document No. 26241-T in the office of the Registrar of Land Titles of said County, now records of the Recorder's office of said County; the land described in that certain deed to Southern California Edison Company, dated March 2, 1951, and recorded March 5, 1951, in Book 35719, page 343, of Parcel 2 and Parcel 3 in that certain deed to Southern California Edison Company, dated May 8, 1951, and recorded September 13, 1951, in Book 37193, page 194, of Official Records in said Office of the County Recorder.

EXCEPTING THEREFROM that portion thereof lying Northeasterly of a line that extends Northwesterly and is measured at right angles to the Southeasterly line of said Parcel 3 of that certain deed filed September 30, 1951, as Document No. 26241-T and its Southwesterly prolongation from a point in said prolonged line that is the Southerly corner of that certain parcel of land conveyed to Southern California Edison Company by deed dated February 3, 1954, and recorded February 11, 1954, in Book 43815, page 197 of Official Records in said office of the County Recorder, said point also being an angle point in the Westerly line of Lot 40 of Tract No. 18666, as per map recorded in Book 475, page 1 of Maps in said office of the County Recorder.

SUBJECT TO:

Covenants, conditions, restrictions, reservations, exceptions, rights and easements, whether or not of record including but not limited to, the following:

A. A reservation for roads, railroads, ditches and water courses, as reserved by Santa Gertrudes Land Association, in deed recorded in Book 65, page 179 of Deeds, in the Office of said County Recorder of said County.

B. That certain pipeline and appurtenance as conveyed to Edison Securities Company in Bill of Sales dated January 16, 1954, and recorded in Book 43704, page 420, of Official Records, in the Office of said County Recorder of said County.

C. An easement for road, railroads, ditches and water courses, as reserved in Deed from Santa Gertrudes Land Association, recorded in Book 17, page 142 of Deeds, in the Office of the County Recorder of said County.

D. An easement for pipelines, as recited in the deeds recorded in Bood 18055, page 375, in Book 18155, page 84, In Book 18176, page 32 and in Book 20095, page 181, all of Official Records, in the Office of the County Recorder fo said County.

E. An easement, for highway purposes, in favor of the State of California recorded on January 30, 1965, as Instrument No. 1156 of Official Records, in said Office of the County Recorder of said County.

1. Use: Licensee will use the Property for parks and/or public recreation purposes only. Licensors makes no representation, covenant, warranty or promise that the Property is fit for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's failure to make such use of the Property as determined by the Licensors in its sole discretion, will be grounds for immediate termination of this Agreement in accordance with Article 28.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of May, 2013 and ending on the last day of April, 2018. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensors the sum of One Thousand Three Hundred Thirteen and 00/100 Dollars (\$1,313.00) upon the execution and delivery of this Agreement for the first year;

Term	Year Due	Yearly Amount	Payment Due First Day Of
First Year	2013	\$1,313.00	May
Second Year	2014	\$1,313.00	May
Third Year	2015	\$1,313.00	May
Fourth Year	2016	\$1,313.00	May
Fifth Year	2017	\$1,313.00	May

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800, Rosemead, California, 91770, Attention: Corporate Accounting Department - Accounts Receivable.

All accounts not paid within 30 days of the agreed upon due date will be charged a late fee equal to ten percent (10%) of the amount due.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, in accordance with the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00. Licensee shall require its insurer to waive all rights of subrogation against Licensors, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensors.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with a combined single limit of \$2,000,000.00 such insurance shall: (i) name Licensors, its officers, agents and employees as additional insureds, but only for

Licensee's acts or omissions; (ii) be primary for all purposes and (iii) contain standard cross-liability provisions.

- (c) Commercial Automobile Insurance with a combined single limit of \$1,000,000.00. Such insurance shall: (i) cover the use of owned, non-owned and hired vehicles on the Property and (ii) name Licensor, its officers, agents and employees as additional insureds.

Licensee shall provide Licensor with proof of such insurance, issued by an insurance company with an A.M. Best's insurance rating of A-VII or better, by submission of certificates of insurance, pursuant to Section 35 "Notices," no later than ten (10) days following the effective date of this Agreement. Such insurance shall not be canceled nor allowed to expire nor be materially reduced without thirty (30) days prior written notice to Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter upon the Property, at any time, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property and/or crops located on the Property.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including grading plans, identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever. At any time, Licensee may be required to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor. Licensor is not required, at any time, to make any improvements, alterations, changes or additions of any nature whatsoever to the Property. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Article 27.

7. Licensee's Personal Property: All approved equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the Property of Licensee, except as otherwise set forth herein. If Licensee is not in default hereunder, Licensee shall have the right to remove the same from the Property at any time prior to the expiration or earlier termination of this Agreement; provided, however, that Licensee shall promptly restore any damage to the Property caused by the removal. If Licensee is in default, however, such equipment or other property shall not be removed by Licensee without Licensor's written consent until Licensee has cured such default, and Licensor shall have a lien thereon to the extent thereof.

8. Height Limitations: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain a minimum clearance of twenty-seven (27) feet from all overhead electrical conductors.

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, together with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less

than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances at all times:

- a. A 50-foot-radius around suspension tower legs and 100-foot radius around dead-end tower legs.
- b. A 10-foot-radius around all steel and wood poles.

NOTE: Additional clearance may be required for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in writing by Licensor.

11. Flammables, Waste and Nuisances: Licensee will not, nor allow others to, place or store any flammable or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

12. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all federal, state, county and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, as well as all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

13. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

14. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising.

15. Fencing: Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, a minimum of sixteen (16) feet in width, designed to accommodate Licensor's locks, in locations specified by Licensor. Licensee will ground and maintain all fencing.

16. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds and trash. Licensee will maintain parkways and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

17. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

18. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensors's prior written approval.

19. Underground Facilities: Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensors's proposed facilities.

20. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

21. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by reason of use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensors will have the right to pay the same and charge the amount to the Licensee. All accounts not paid within 30 days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

22. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things herein required on the part of Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation on the part of Licensors to make payment or incur cost or expense for any such matters or things.

23. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

24. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder.

25. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

26. Indemnification: Licensee shall hold harmless, defend and indemnify Licensors, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensors, or injury to or death of persons, including employees of Licensors resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

27. Termination: This Agreement may be canceled and terminated by either Licensors or Licensee, at any time, for any reason, upon thirty (30) days notice in writing. Licensee will peaceably quit, surrender and, prior to termination date, restore the Property to a condition satisfactory to the Licensors. Termination, cancellation or expiration does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Licensee's continued presence after termination shall be deemed a trespass.

28. Events of Default: The occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due in accordance with Article 3, or to make any other payment required to be made by Licensee hereunder when due.
- (b) The abandonment or vacating of the Property by Licensee.
- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 23.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency in connection with Licensee's activities pursuant to this Agreement.
- (e) A failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee, where such failure continues for the time period specified in a written notice thereof by Licensor to Licensee.
- (f) Any attempt to exclude Licensor from the licensed premises.
- (g) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (h) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause g" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

29. Remedies: In the event of any default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the immediate option to terminate this Agreement and all rights of Licensee hereunder by giving written notice of termination to Licensee. Upon termination, Licensor will have the right to remove Licensee's personal property from the Property, including but not limited to, buildings, structures and fixtures. In addition, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement.

30. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest. Any violation of this provision will immediately void and terminate this Agreement.

31. Waiver: No waiver by Licensor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee.

32. Authority: This Agreement is pursuant to the authority of and upon, and is subject to the conditions prescribed by General Order No. 69-C of the Public Utilities Commission of the State of

California dated and effective July 10, 1985, which General Order No. 69-C, by this reference, is hereby incorporated herein and made a part hereof.

33. Attorneys' Fees: In the event of any action, suit or proceeding against the other, related to this Agreement, or any of the matters contained herein, the successful party in such action, suit or proceeding shall be entitled to recover from the other party reasonable attorney fees incurred.

34. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on the combination of this scientific research and public concerns.

While some 30 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about specific diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter SCE's property that is in close proximity to SCE's electric facilities, SCE wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, SCE has attached to this document a brochure that explains some basic facts about EMF and that describes SCE's policy on EMF. SCE also encourages Licensee to obtain other information as needed to assist in understanding the EMF with respect to the planned use of this property.

35. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Real Properties Department
Land Management
2131 Walnut Grove Avenue
Rosemead, CA 91770

To Licensee: City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Business Telephone No. (310) 868-0511

Licensee will immediately notify Licensor of any address change.

36. Recording: Licensee will not record this Agreement.

37. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any addenda and exhibits attached hereto constitute the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate as of the day and year herein first above written.

SOUTHERN CALIFORNIA EDISON COMPANY

By _____ LICENSOR
JORGE A. ROSA, JR.
Right of Way Agent
Land Management-Metro Region
Real Properties Department

CITY OF SANTA FE SPRINGS

By _____ LICENSEE

Print Name: _____

ADDENDUM

PARK USE

- A. Licensee must obtain the prior written approval from Licensor for the installation of any facilities, including any subsequent modifications. Licensee will maintain all facilities in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the relocation of any portion of the facilities. Licensee will relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to relocate from Licensor.
- C. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes or Metallic Balloons Permitted, High Voltage Wires Overhead."
- D. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."
- E. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- F. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.
- G. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by SCE. Licensee shall pay SCE in advance, for all SCE direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.
- H. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

Licensee's Initials



SANTA FE SPRINGS PARK — 10068 CEDARDALE DR.

CITY OF SANTA FE SPRINGS

 SOUTHERN CALIFORNIA EDISON





City of Santa Fe Springs

City Council Meeting

October 8, 2013

NEW BUSINESS

Lower San Gabriel River Watershed – Approval of Memorandum of Understanding with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority

RECOMMENDATION

That the City Council take the following actions:

1. Approve the Memorandum of Understanding (MOU) with the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority for the Administration (GWMA) and Cost Sharing to Prepare a Watershed Management Program (WMP) and Coordinated Integrated Monitoring Program (CIMP) for the Lower San Gabriel River Watershed; and
2. Authorize the City Manager to execute the Memorandum of Understanding.

BACKGROUND

Since 2011, the City of Santa Fe Springs along with a group of neighboring Watershed Permittees have been voluntarily working together to prepare an Implementation Plan, Monitoring Plan and Special Studies for the Metals Total Maximum Daily Load (TMDL) for Coyote Creek and San Gabriel River, Reach 1. In June of 2012, those cities entered into a Memorandum of Agreement with the GWMA as the administrator to begin the preliminary TMDL work. After the adoption of the new National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (MS4 Permit), on November 8, 2012, it became apparent that the group would need to expand its membership in order to meet the objectives of the enhanced permit. Therefore, on May 16, 2013, the existing Committee plus representatives from the cities/agencies in San Gabriel River Reach 2 and 3 and San Jose Creek decided to work together to meet the strict permit deadlines. The group also voted to change its name to the Lower San Gabriel River Watershed Committee (LSRWC) to reflect its expanded members and enhanced objectives. The LSRWC includes the following agencies: Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, and the Los Angeles County Flood Control District. Caltrans and La Habra Heights may join at a later date.

The first priority of the LSRWC was to prepare and submit a Notice of Intent to Develop a WMP, which included an option to convert to an Enhanced Watershed Management Program, by the December 28, 2013 deadline. The preparation of the WMP and the CIMP are currently underway and must be completed prior to June 30, 2014.

Report Submitted By:

Noe Negrete, Director
Public Works

Date of Report: October 3, 2013

The attached MOU has been developed to facilitate the process and ensure compliance with the MS4 Permit. The MOU is based on a template that is being used for all four (4) watershed groups in the Gateway Region. It has been reviewed by the GWMA, LSGR Watershed Committee members and their respective legal counsels, and was approved by GWMA at its regular board meeting on September 12, 2013.

Based on the deadline of June 30, 2014 to complete the WMP, it is imperative that the MOU be approved and executed by each of the watershed group members by October 15, 2013.

Key elements of the MOU include the following:

- Comprehensive development of a WMP by the deadline of June 30, 2014, including an option to convert to an Enhanced WMP;
- Future implementation of the approved WMP and resulting monitoring costs are not included;
- A requirement that a representative and an alternate be selected from the watershed committee and be authorized to speak on decisions made by the group;
- Specifies GWMA's role as contract administrator and fiduciary agent;
- Defines a process for annual budget adoption;
- Establishes the invoicing process for future payments by the watershed group;
- Includes language for automatic renewals annually through January 11, 2026 to monitor, implement, coordinate and report to the LA Regional Water Quality Control Board, and
- Provides a process for terminating the MOU by either party.

FISCAL IMPACT

According to the cost sharing formulas as shown on Table 1 and Table 2 of the MOU, the City's cost will be \$68,909 for FY 2013/14 and then \$23,879 each year thereafter through 2026. This funding formula consists of a flat administrative fee and a prorated share of watershed land area. The costs are included in the FY 2013/14 City Budget. Compliance with the Clean Water Act and TMDLs established by the EPA and the California Regional Water Quality Control Board are unfunded mandates. However, cities are legally required to comply with these mandates or face the possibility of third party lawsuits and/or fines of up to \$10,000 per day.



Thaddeus McCormack
City Manager

Attachment:

1. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING
BETWEEN THE LOS ANGELES GATEWAY REGION INTEGRATED
REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
AND

THE CITIES OF ARTESIA, BELLFLOWER, CERRITOS, DIAMOND BAR,
DOWNEY, HAWAIIAN GARDENS, LA MIRADA, LAKEWOOD, LONG BEACH,
NORWALK, PICO RIVERA, SANTA FE SPRINGS, WHITTIER, AND THE LOS
ANGELES COUNTY FLOOD CONTROL DISTRICT

FOR ADMINISTRATION AND COST SHARING TO PREPARE A WATERSHED
MANAGEMENT PROGRAM "WMP" and COORDINATED INTEGRATED
MONITORING PROGRAM "CIMP" AS REQUIRED BY THE REGIONAL WATER
QUALITY CONTROL BOARD, LOS ANGELES REGION (REGIONAL WATER
BOARD), IN VARIOUS NATIONAL POLLUTANT DISCHARGE ELIMINATION
SYSTEM MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMITS ("MS4
PERMITS") FOR THE LOWER SAN GABRIEL RIVER WATERSHED

This memorandum of understanding ("MOU") is made and entered into as of August 1, 2013, by and between the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority ("GWMA"), a California Joint Powers Authority, and the Cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, and Whittier, and the Los Angeles County Flood Control District ("District"):

RECITALS

WHEREAS, the mission of the GWMA includes the equitable protection and management of water resources within its area; and

WHEREAS, the Watershed Permittees manage, drain or convey storm water into at least a portion of the Coyote Creek, San Jose Creek, as well as Reach 1, Reach 2 and Reach 3 of the San Gabriel River; and

WHEREAS, for the purposes of this MOU, the term "Watershed Permittees" shall mean the cities of Artesia, Bellflower, Cerritos, Diamond Bar, Downey, Hawaiian Gardens, La Mirada, Lakewood, Long Beach, Norwalk, Pico Rivera, Santa Fe Springs, Whittier, the District, and, if it enters into this MOU, the California Department of Transportation ("Caltrans"); and

WHEREAS, several of these Watershed Permittees are in multiple watersheds and this MOU shall only pertain to those areas tributary to the Lower San Gabriel River Watershed; and

WHEREAS, the Watershed Permittees and the GWMA are collectively referred to as the ("Parties"); and

WHEREAS, a Metals TMDL MOU was established in 2012 by the Watershed Permittees tributary to Coyote Creek including the Cities of Downey and Bellflower which drain to Reach 1 of the San Gabriel River but not including the City of Pico Rivera and the District ("Metals TMDL Technical Committee"), providing for annual funding of \$250,000 through December 31, 2022 for tasks including monitoring, report preparation and other assistance from the consultants; and

WHEREAS, the Watershed Permittees wish to maintain continuity of that Metals TMDL Technical Committee effort to work with the GWMA in coordinating the preparation of the Plans that may be presented to the California Regional Water Quality Control Board, Los Angeles Region ("Regional Water Board") on behalf of the Watershed Permittees; and

WHEREAS, the Los Angeles MS4 Permit was adopted by the Regional Water Board on November 8, 2012 and became effective on December 28, 2012 and allows Watershed Permittees to prepare a Watershed Management Program ("WMP") or an Enhanced Watershed Management Program ("EWMP") and a Coordinated Integrated Monitoring Program ("CIMP"), collectively "the Plans," to address certain elements of the MS4 Permit; and

WHEREAS, Section VI.E.3 of the new MS4 permit provides a framework for developing implementation plans for USEPA-established TMDLs by requiring permittees subject to waste load allocations ("WLAs") in such TMDLs to propose and implement best management practices ("BMPs") that will be effective in achieving compliance with USEPA-established numeric WLAs; and

WHEREAS, the final deadline for achieving compliance with the Metals TMDL is September 30, 2026; and,

WHEREAS, the City of Long Beach and the California Department of Transportation ("Caltrans") are regulated under separate MS4 permits; and

WHEREAS, Caltrans and the City of La Habra Heights are considering entering into this MOU with the Watershed Permittees and the GWMA to coordinate preparation of the Plans; and

WHEREAS, if Caltrans or other parties enter into the MOU, the Parties contemplate that the payment formula in Table 1 and Table 2 will be modified as appropriate and each Watershed Entity's proportionate payment obligation adjusted accordingly to reflect Caltrans' payments; and

WHEREAS, the Watershed Permittees have elected to prepare the Plans to address certain elements of the MS4 Permit; and

WHEREAS, preparation of the Plans requires administrative coordination for the Watershed Entities that the GWMA can provide; and

WHEREAS, at the April 18th and 24th, 2013 meetings of the Metals TMDL Technical Committee, the decision was made to prepare a WMP and CIMP with the option of converting the WMP to an Enhanced Watershed Management Program upon approval by the Metals TMDL Technical Committee prior to December 28, 2013; and

WHEREAS, the Cities of Diamond Bar, Downey, Santa Fe Springs, Pico Rivera, Whittier, Caltrans and the District which have additional areas in or tributary to Reach 2 and Reach 3 of the San Gabriel River as well as San Jose Creek have expressed their intent to participate in the Metals TMDL Technical Committee for the preparation of the Plans; and

WHEREAS, at the meeting on May 16, 2013, the Metals TMDL Technical Committee changed its name to: the "Lower San Gabriel River Watershed Committee ("LSGR Watershed Committee");" and the decision was made to terminate the Metals TMDL MOU and to include the District and Caltrans, if it enters into this MOU, as members of the LSGR Watershed Committee; and

WHEREAS, the LSGR Watershed Committee has approved the inclusion of the areas of the Watershed Permittees that are tributary to Coyote Creek, the San Gabriel River Reaches 1, 2 and 3 and San Jose Creek, but excluding the estuary and estuary watershed (Exhibit A) in the development of the Plans; and

WHEREAS, the LSGR Watershed Committee has approved a Scope of Work (Exhibit C); and

WHEREAS, there are remaining funds on deposit with the GWMA for use in implementation measures for the Metals TMDL as a result of a previous MOU and these funds shall be used for the preparation of the Plans, and

WHEREAS, the Parties have determined that authorizing GWMA to retain the consultant and hire additional consultants as necessary to prepare and deliver the Plans will be beneficial to the Parties; and

WHEREAS, the Parties have determined to pay their proportionate share of the costs of preparing the Plans and other related costs to be incurred by the GWMA in accordance with the Cost Sharing Allocation Formula reflected in Exhibit B ("Respective Costs").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties do hereby agree as follows:

Section 1. Recitals. The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose. The purpose of this MOU is to cooperatively support and undertake preparation of the Plans, necessary environmental documentation, and any additional services agreed to by the Watershed Permittees working through the LSGR Watershed Committee and as approved by the GWMA. This MOU does not include services related to the implementation of the Plans. The Parties will enter into an amendment to the MOU if they desire to collectively provide such services.

Section 3. Cooperation. The Parties shall fully cooperate with one another to achieve the purposes of this MOU.

Section 4. Voluntary Nature. The Parties voluntarily enter into this MOU.

Section 5. Binding Effect. This MOU shall become binding on GWMA and the Watershed Permittees that execute this MOU.

Section 6. Term. This MOU shall remain and continue in effect through September 30, 2026, unless terminated earlier pursuant to this MOU. The term of the MOU for the District shall expire upon approval or acceptance of the Plans by the Regional Water Board unless the Parties agree to an amendment to this MOU providing for continuing participation by the District.

Section 7. LSGR Watershed Committee Representative.

- a) Each Watershed Permittee shall appoint a representative ("Representative") and, as necessary, an "Alternate Representative" to the LSGR Watershed Committee. Each Watershed Permittee shall have one vote on the LSGR Watershed Committee.
- b) The LSGR Watershed Committee shall appoint a Representative ("Representative") and may appoint an Alternate Representative ("Alternate Representative"), each of whom shall have the authority to speak on behalf of the LSGR Watershed Committee to the GWMA on decisions to be made by the LSGR Watershed Committee. The LSGR Watershed Committee shall inform the GWMA of the names of the Representative and Alternate Representative in writing. The GWMA may rely on written directions from either the Representative or the Alternate Representative. In

the event of conflicting directions from the Representative and the Alternative Representative, the GWMA shall rely on the Representative's direction.

Section 8. Role of the GWMA. The GWMA will contract with and serve as a conduit for paying the Consultants as approved by the Watershed Permittees. The consultant or consultants ("Consultant") shall prepare the Plans and any other plans and/or projects that the LSGR Watershed Committee has determined are necessary and the costs of which the Watershed Permittees have agreed to pay. The Representative and the Alternative Representative shall be the means of communication between the LSGR Watershed Committee and the GWMA on the approval of the Consultant and any other work the LSGR Watershed Committee requests and which will be paid by the Watershed Permittees.

Section 9. Financial Terms.

- a) Each Watershed Permittee shall pay its Respective Costs as provided in Exhibit B for Consultant and any other related costs to which the Representative or the Alternate Representative informs the GWMA in writing that the LSGR Watershed Committee has approved. The District's total costs shall not exceed \$100,000.00 without the District's written agreement. In the event the LSGR Watershed Committee approves an increase in the budget pursuant to Section 9-e, the GWMA shall terminate this MOU with the District if the District does not inform the GWMA in writing within thirty (30) days that it will pay its increased Respective Costs unless the LSGR Watershed Committee informs the GWMA within that time that the other Watershed Permittees agree to absorb the District's additional Respective Costs.
- b) Watershed Permittees tributary to Reach 3 and San Jose Creek will be responsible for any additional costs due to Reasonable Assurance Analysis, monitoring and preparation of any WMP addenda for their individual tributary areas as provided in Exhibit B.
- c) Each Watershed Permittee shall also pay its proportional share of GWMA's staff time for retaining a Consultant and invoicing the Watershed Permittees, audit expenses and other overhead costs, including legal fees, ("MOU Costs") incurred by GWMA in the performance of its duties under this MOU. GWMA shall add a percentage not to exceed three percent (3%) to each invoice submitted to each Watershed Permittee to cover each Watershed Permittee's share of the MOU Costs. The MOU Costs percentage shall be set each fiscal year through a majority vote by the GWMA's Policy Board.

- d) GWMA shall submit an invoice to each Watershed Permittee upon selection of a Consultant reflecting each Watershed Permittee's estimated Respective Costs of Consultant services and MOU Costs through the following June 30th or December 31st, whichever date is earlier. Prior to releasing payment to the Consultant the GWMA shall submit a copy of the Consultant's invoice to the LSGR Watershed Committee for approval. The GWMA shall not make any payment to a Consultant without the approval of the LSGR Watershed Committee as expressed in writing by the Representative or Alternate Representative.
- e) GWMA shall not be required to incur obligations for its 2013-14 fiscal year in excess of the budget reflected in Table 1 or in subsequent fiscal years as reflected in Table 2 in excess of any budget approved by the GWMA and the LSGR Watershed Committee unless the LSGR Watershed Committee authorizes the GWMA to expend the additional funds. GWMA may suspend the work of the Consultants if the LSGR Watershed Committee has not provided authorization to incur these additional obligations.
- f) Upon receiving the first and each subsequent invoice, each Watershed Permittee shall pay their Respective Costs and MOU Costs to the GWMA within forty-five days (45) days of receipt.
- g) The budget for the 2013-14 fiscal year shall be as provided in Table 1 of Exhibit B. Each successive year, commencing May 15, 2014, the LSGR Watershed Committee shall recommend to GWMA a budget for the following fiscal year. Within 30 days of submission of the budget the GWMA shall consider the recommendation and adopt a budget inclusive of the LSGR Watershed Committee's recommendation by June 30th. Each successive year commencing with the 2014-15 fiscal year, any increase above a recommended budget of \$250,000 as adjusted by the local April to March CPI, will require an amendment to this MOU. GWMA will send each Watershed Permittee an invoice during the first month of each fiscal year representing the Watershed Permittee's Respective Costs of the adopted budget as provided in Table 2. GWMA shall not expend funds nor incur obligations in excess of the budgeted amount without prior notification to and approval by the LSGR Watershed Committee.
- h) Each year GWMA shall provide an invoice to each Watershed Permittee, representing that Watershed Entity's Proportionate Share of the approved budget within thirty (30) days of approval of its budget for expenses related to the MOU.

- i) A Watershed Permittee will be delinquent if the invoiced payment is not received by the GWMA within forty-five (45) days after first being invoiced by the GWMA. The GWMA will follow the procedure listed below, or such other procedure that the LSGR Watershed Committee directs to effectuate payment: 1) verbally contact the representative of the Watershed Permittee and at phone number listed in Section 14 of the MOU, and 2) submit a formal letter from the GWMA Executive Officer to the Watershed Permittee at the address listed in Section 14 of the MOU. If payment is not received within sixty (60) days of the due date, the GWMA may terminate the MOU unless the City Managers/Administrators/Chief Executive Officers for those Watershed Permittees in good standing inform the GWMA in writing that they agree to adjust their Proportional Cost allocations in accordance with the Cost Share Formula in Exhibit B to account for the delinquent Watershed Permittees costs. However, no such termination may be ordered unless the GWMA first provides the Watershed Permittees with ninety (90) days written notice of its intent to terminate the MOU. If the GWMA receives such confirmation from the City Managers/Administrators/Chief Executive Officers, the delinquent Watershed Permittee's participation in this MOU will be terminated and the Cost Share Formula Table 2 or such other formula to which the Watershed Permittees shall direct will be adjusted. A terminated Watershed Permittee shall remain obligated to GWMA for its delinquent payments and any other obligations incurred prior to the date of termination.
- j) GWMA may suspend or modify the scope of work being performed by any Consultant retained by GWMA if any Watershed Permittee has not paid its invoice within forty five (45) days of receipt unless the City Managers/Administrators/Chief Executive Officers of those Watershed Permittees in good standing inform the GWMA that they will pay the delinquent Watershed Permittee's costs once the MOU with the delinquent Watershed Permittee has been terminated.
- k) Any delinquent payments by a Watershed Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.
- l) Funds remaining in the possession of the GWMA at the end of the term of this MOU, or at the termination of this Agreement, whichever occurs earlier, shall be promptly returned to the then remaining Watershed Permittees in good standing and in accordance with the Cost Share Formula in Exhibit B.

- m) The Parties, with the exception of Caltrans, the District and Pico Rivera, previously funded the development of the Metals TMDL Implementation Plan through a MOU. There are funds remaining in this account. Upon execution of this WMP/EWMP and CIMP MOU, the previous Metals TMDL MOU shall be terminated and any remaining funds are to be used to fund this new MOU.

Section 10. Independent Contractor.

- a) The GWMA is, and shall at all times remain, a wholly independent contractor for performance of the obligations described in this MOU. The GWMA's officers, officials, employees and agents shall at all times during the Term of this MOU be under the exclusive control of the GWMA. The Watershed Permittees cannot control the conduct of the GWMA or any of its officers, officials, employees or agents. The GWMA and its officers, officials, employees, and agents shall not be deemed to be employees of the Watershed Permittees.
- b) The GWMA is solely responsible for the payment of salaries, wages, other compensation, employment taxes, workers' compensation, or similar taxes for its employees and consultants performing services hereunder.

Section 11. Indemnification and Insurance.

- a) The GWMA shall include in the agreements with the Consultants an indemnification clause requiring the Consultants to defend, indemnify and hold harmless each of the Watershed Permittees and the GWMA, their officers, employees, and agents, from and against any and all liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA or any Watershed Permittee) resulting from negligent or intentional acts, errors and omissions committed by Consultants, their officers, employees, and other representatives and agents, arising out of or related to Consultants' performance under its agreement with the GWMA.
- b) Each Watershed Permittee shall defend, indemnify and hold harmless the other Parties and their officers, employees, and other representatives and agents from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the GWMA and any Watershed Permittee) for negligent

or intentional acts, errors and omissions committed by the indemnifying Watershed Permittee or its officers, employees, and agents, arising out of or related to that Watershed Permittee's performance under this MOU, except for such loss as may be caused by GWMA's or any other Party's gross negligence or that of its officers, employees, or other representatives and agents other than the Consultants.

- c) The GWMA shall defend, indemnify and hold harmless the Watershed Permittees, their officers, employees, and other representatives and agents of the Watershed Permittees, from and against any and all liabilities, actions, suits proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorney's fees, for injury to or death of person(s), for damage to property (including property owned by the Watershed Permittees) and for negligent or intentional acts, errors and omissions committed by GWMA, its officers, employees, and agents, arising out of or related to GWMA's performance under this MOU.
- d) Consultant's Insurance. The GWMA shall require the Consultants to obtain and maintain through the term of their contracts with the GWMA the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:
 - i. Comprehensive Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) per incident or accident for bodily injury, death and property damage;
 - ii. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of the Services under this MOU with minimum combined single limits coverage of One Million Dollars (\$1,000,000);
 - iii. Professional Liability (Errors and Omissions) Insurance, which in aggregate with the Comprehensive General Liability Insurance, provides a minimum limit of Two Million Dollars (\$2,000,000) per incident; and
 - iv. Workers' Compensation insurance as required by the State of California.
- e) GWMA makes no guarantee or warranty that the reports prepared by GWMA and its Consultant shall be approved by the relevant governmental authorities. GWMA shall have no liability to the Watershed Permittees for the negligent or intentional acts or

omissions of GWMA's Consultants. The Watershed Permittees' sole recourse for any negligent or intentional act or omission of the GWMA's Consultant shall be against the Consultant and its insurance.

Section 12. Termination.

- a) A Watershed Permittee may withdraw from this MOU for any reason, or no reason, by giving the other Watershed Permittees thirty (30) days written notice thereof. The effective withdrawal date shall be the thirtieth (30th) day after GWMA receives the withdrawing Watershed Permittee's notice to withdraw from the MOU. The withdrawing Watershed Permittee shall be responsible for its Respective Costs and MOU Costs, which the GWMA incurred or to which it became bound through the effective date of withdrawal. Such MOU Costs shall include the remaining fees of any Consultant retained by the GWMA through the effective date of withdrawal. Should any Watershed Permittee withdraw from the MOU, the remaining Watershed Permittees' Respective Cost allocation shall be adjusted in accordance with the Cost Share Formula in Exhibit B. A withdrawing Watershed Permittee shall remain liable for any loss, debt, or liability otherwise incurred while participating in this MOU. If, after paying any such loss, debt, or liability, its Respective Costs and its MOU Costs incurred through the effective date of withdrawal, the GWMA has any unspent funds remaining from the withdrawing Watershed Permittee's deposits, GWMA shall promptly return such unspent deposit to the withdrawing Watershed Permittee.
- b) The GWMA may, with a two-thirds (2/3) vote of the full GWMA Policy Board, terminate this MOU upon not less than thirty (30) days notice, effective on May 1 or December 1 of each year. Any remaining funds not due and payable or otherwise legally committed to Consultant shall be returned to the remaining Watershed Permittees in accordance with the Cost Allocation Formula set forth in Exhibit B.

Section 13. Termination of the Metals TMDL MOU. The Parties hereby terminate the Metals TMDL MOU.

Section 14. Miscellaneous.

- a) Notices. All Notices which the Parties require or desire to give hereunder shall be in writing and shall be deemed given when delivered personally or three (3) days after mailing by registered or certified mail (return receipt requested) to the following address or

as such other addresses as the Parties may from time to time designate by written notice in the aforesaid manner:

To GWMA:

Ms. Grace Kast
GWMA Executive Officer
c/o Gateway Cities Council of
Governments
16401 Paramount Boulevard
Paramount, CA 90723

To the Watershed Permittees:

William Rawlings
City Manager
City of Artesia
18747 Clarkdale Avenue
Artesia, CA 90701

Mr. Jeffrey L. Stewart
City Manager
City of Bellflower,
16600 Civic Center Drive
Bellflower, CA 90706

Art Gallucci
City Manager
City of Cerritos
P.O. Box 3130
Cerritos, CA 90703-3130

Mr. David Liu
Director of Public Works
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765

Mr. Gilbert Livas
City Manager
City of Downey
11111 Brookshire Avenue
Downey, CA 90241

Mr. Ernesto Marquez
City Manager
City of Hawaiian Gardens,
21815 Pioneer Blvd
Hawaiian Gardens, CA 90716

Mr. Jeff Boynton
City Manager
City of La Mirada
13700 La Mirada Blvd
La Mirada, CA 990638

Ms. Lisa A. Rapp,
Director of Public Works
City of Lakewood
5050 Clark Avenue
Lakewood, CA 90712

Mr. Anthony Arevalo
Storm Water/Environmental Compliance
Storm Water Management Division
City of Long Beach
333 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

Mr. Michael J. Egan
City Manager
City of Norwalk
12700 Norwalk Blvd
Norwalk, CA 90650

Mr. Arturo Cervantes, PE
Director of Public Works/City Engineer
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660

Thaddeus McCormack
City Manager
City of Santa Fe Springs
11710 Telegraph Road
Santa Fe Springs, CA 90670

Mr. David Pelser
Director of Public Works
City of Whittier
13230 Penn Street
Whittier, CA 90602

Mr. Gary Hildebrand
Los Angeles County Flood Control District
County of Los Angeles Department of Public
Works Watershed Management Division, 11th
Floor
900 S. Fremont Avenue
Alhambra, CA 91803-1331

- b) Separate Accounting and Auditing. The GWMA will establish a separate account to track revenues and expenses incurred by the GWMA on behalf of the Watershed Permittees. Any Watershed Permittee may upon five (5) days written notice inspect the books and records of the GWMA to verify the cost of the services provided and billed by GWMA. GWMA shall prepare and provide to the Watershed Permittees annual financial statements and audits, after review and approval by the LSGR Watershed Committee.
- c) Amendment. The terms and provisions of this MOU may not be amended, modified or waived, except by a written instrument signed by all Parties and approved by all Parties as substantially similar to this MOU.
- d) Waiver. Waiver by either the GWMA or a Watershed Permittee of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver, by the GWMA or a Watershed Permittee, to any breach of the provisions of this MOU shall not constitute a waiver of any other provision or a waiver of any subsequent breach of any provision of this MOU.
- e) Law to Govern: Venue. This MOU shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.
- f) No Presumption in Drafting. The Parties to this MOU agree that the general rule that an MOU is to be interpreted against the Parties drafting it, or causing it to be prepared, shall not apply.
- g) Severability. If any term, provision, condition or covenant of this MOU is declared or determined by any court of competent

jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOU shall not be affected thereby and this MOU shall be read and construed without the invalid, void, or unenforceable provisions(s).

- h) Entire Agreement. This MOU constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i) Counterparts. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all Parties to this MOU.
- j) Legal Representation. All Parties have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.
- k) Agency Authorization. Each of the persons signing below on behalf of the Parties represents and warrants that he or she is authorized to sign this MOU on their respective behalf.

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____ LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER
MANAGEMENT JOINT POWERS
AUTHORITY

Christopher S. Cash
GWMA Chair

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF ARTESIA
Mr. William Rawlings
Interim City Manager
18747 Clarkdale Avenue
Artesia, CA 90701

William Rawlings
Interim City Manager

ATTEST:

APPROVED AS TO FORM:

[name]
City Clerk

[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF BELLFLOWER
Mr. Jeffrey L. Stewart
City Manager
City of Bellflower
16600 Civic Center Drive
Bellflower, CA 90706

Jeffrey L. Stewart
City Manager

ATTEST:

APPROVED AS TO FORM:

[name]
City Clerk

[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF CERRITOS
Mr. Art Gallucci
City Manager
P.O. Box 3130
Cerritos, CA 90703-3130

Art Gallucci
City Manager

ATTEST:

APPROVED AS TO FORM:

[name]
City Clerk

[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DIAMOND BAR
Mr. James DeStefano
City Manager
21810 Copley Drive
Diamond Bar, CA 91765

Jim DeStefano
City Manager

ATTEST:

APPROVED AS TO FORM:

[name]
City Clerk

[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF DOWNEY
Mr. Gilbert A. Livas
City Manager
11111 Brookshire Avenue
Downey, CA 90241

Gilbert A. Livas
City Manager

ATTEST:

APPROVED AS TO FORM:

[name]
City Clerk

[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF HAWAIIAN GARDENS
Mr. Ernesto Marquez
City Manager
21815 Pioneer Blvd
Hawaiian Gardens, CA 90716

Ernesto Marquez
City Manager

ATTEST:

APPROVED AS TO FORM:

[name]
City Clerk

[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LA MIRADA
Mr. Jeff Boynton
City Manager
13700 La Mirada Blvd
La Mirada, CA 90638

Jeff Boynton
City Manager

ATTEST:

APPROVED AS TO FORM:

[name]
City Clerk

[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LAKEWOOD
Mr. Howard L. Chambers
City Manager
5050 Clark Avenue
Lakewood, CA 90712

Howard L. Chambers
City Manager

ATTEST:

APPROVED AS TO FORM:

[name]
City Clerk

[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF LONG BEACH
Mr. Patrick H. West
City Manager
333 West Ocean Boulevard, 13th Floor
Long Beach, CA 90802

Patrick H. West
City Manager

ATTEST:

APPROVED AS TO FORM:

[name]
City Clerk

[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF NORWALK
Mr. Michael J. Egan
City Manager
12700 Norwalk Blvd
Norwalk, CA 90650

Michael J. Egan
City Manager

ATTEST:

APPROVED AS TO FORM:

Theresa Devoy
City Clerk

City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF PICO RIVERA
Mr. Ronald Bates, Ph. D.
City Manager
6615 Passons Boulevard
Pico Rivera, CA 90660

Ronald Bates, Ph. D.
City Manager

ATTEST:

APPROVED AS TO FORM:

[name]
City Clerk

[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF SANTA FE SPRINGS
Mr. Thaddeus McCormack
City Manager
11710 Telegraph Road
Santa Fe Springs, CA 90670

Thaddeus McCormack
City Manager

ATTEST:

APPROVED AS TO FORM:

[name]
City Clerk

[name]
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

CITY OF WHITTIER
Mr. Jeffery W. Collier
City Manager
13230 Penn Street
Whittier, CA 90602

Jeffery W. Collier
City Manager

ATTEST:

APPROVED AS TO FORM:

Kathryn A. Marshall
City Clerk-Treasurer

Richard D. Jones
City Attorney

IN WITNESS WHEREOF, the Parties hereto have caused this MOU to be executed on their behalf, respectively, as follows:

DATE: _____

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Fl.
900 South Fremont Avenue
Alhambra, CA 91803-1331

By:

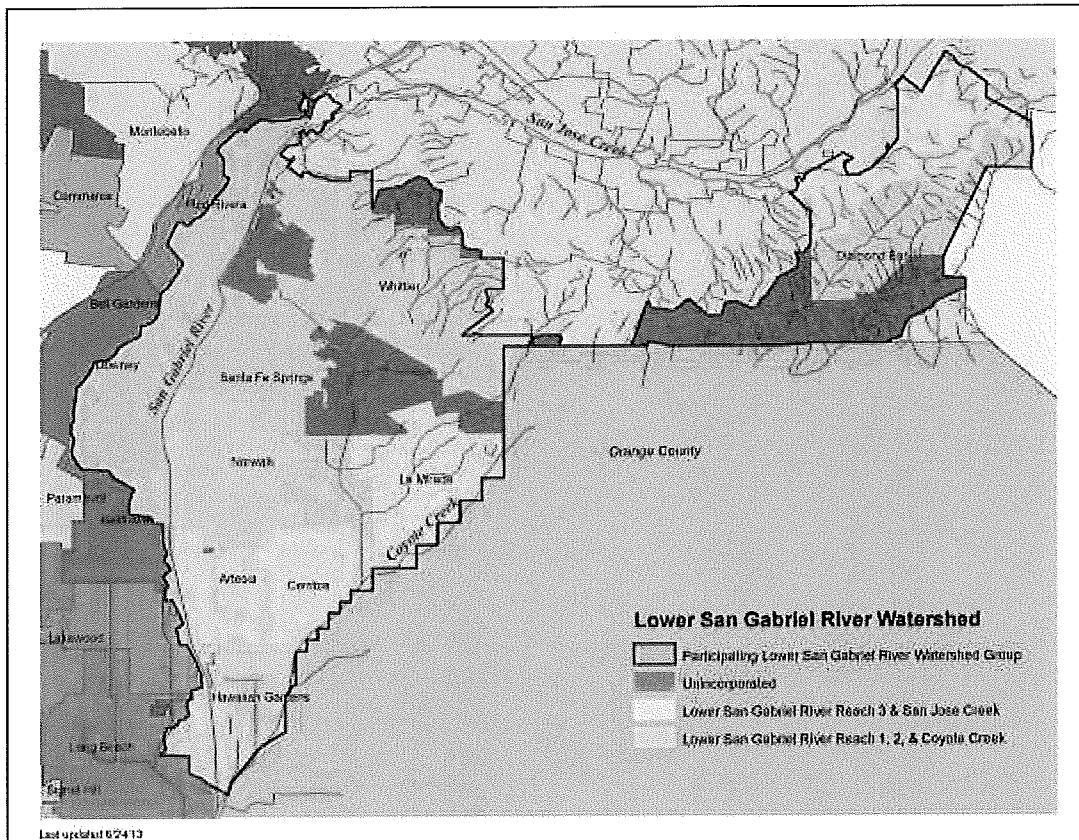
Chief Engineer

APPROVED AS TO FORM:

John F. Krattli
County Counsel

Associate

EXHIBIT A



Unincorporated Areas are not a part of this MOU

EXHIBIT B
Cost Sharing Formula

The District will pay 10 percent (10%) of the cost of preparing the WMP (or EWMP) and CIMP. Each remaining Watershed Permittee will pay according to the cost sharing formula in Table 1. All Watershed Permittees shall pay the 3 percent (3%) GWMA administrative costs.

TABLE 1

Estimated cost share for WMP and CIMP development
and early action monitoring for FY 2013-14
Lower San Gabriel River Watershed

Reach 1, 2, 3 and Coyote Creek				
WMP/CIMP		\$643,155	TOTAL	\$750,000
Early Action Monitoring		\$85,000		
GWMA Administration (3%)		\$21,845		
LACFCD Allocation ¹ (10% Total less early action monitoring and early action administration)				\$66,245
Distributed Cost (Total – LACFCD Allocation)				\$683,755
Agency	Area (sq mi)	80 percent of Distributed Cost proportioned based on area	20 percent of Distributed Cost proportioned equally	TOTAL Per Agency
Artesia	1.62	\$9,308	\$9,768	\$19,076
Bellflower	1.90	\$11,230	\$9,768	\$20,998
Cerritos	8.82	\$58,730	\$9,768	\$68,498
Diamond Bar	7.13	\$47,129	\$9,768	\$56,897
Downey	6.62	\$43,629	\$9,768	\$53,396
Hawaiian Gardens	0.96	\$4,777	\$9,768	\$14,545
La Mirada	7.84	\$52,003	\$9,768	\$61,771
Lakewood	2.02	\$12,053	\$9,768	\$21,821
Long Beach	3.34	\$21,114	\$9,768	\$30,882
Norwalk	9.76	\$65,182	\$9,768	\$74,950
Pico Rivera ⁴	6.14	\$63,891	\$9,768	\$73,659
Santa Fe Springs	8.88	\$59,142	\$9,768	\$68,909
Whittier	14.66	\$98,816	\$9,768	\$108,584
Caltrans ³	TBD	TBD	\$9,768	\$9,768
TOTAL	79.69	\$547,004	\$136,751	\$683,755
San Jose Creek ²				
WMP/CIMP		\$75,000	TOTAL	\$77,250
GWMA Administration (3%)		\$2,250		
LACFCD Allocation (10%)				
Distributed Cost (Total – LACFCD Allocation)				\$69,525
Agency	Area (sq mi)	80 percent of Distributed Cost proportioned based on area	20 percent of Distributed Cost proportioned equally	TOTAL Per Agency
Diamond Bar	7.76	\$55,620	\$6,953	\$62,573
Caltrans ³	TBD	TBD	\$6,953	\$6,953
TOTAL	7.76	\$55,620	\$13,905	\$69,525

NOTES:

- ¹ The Districts at this time has not committed to funding the early-action monitoring (\$85,000).
- ² The inclusion of the San Jose Creek drainage area has been estimated to be \$75,000. The city of Diamond Bar shall be responsible for the portion of the city draining to San Jose Creek. Cost to be shared based upon above funding formula with the District and Caltrans.
- ³ Caltrans and additional members' shares are to be determined.
- ⁴ Includes first year's payment adjustment of \$21,745
- Other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants shall be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LSGR Watershed Committee.
- Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.

Table 2

Estimated Cost Sharing Formula per \$250,000 beginning June 29, 2014 through September 30, 2026.

Agency	Area (sq mi)	80 percent of cost proportioned based on area	20 percent of cost proportioned equally	TOTAL Per Agency
Artesia	1.62	\$3,708	\$3,571	\$7,279
Bellflower	1.90	\$4,345	\$3,571	\$7,916
Cerritos	8.82	\$20,178	\$3,571	\$23,749
Diamond Bar	14.89	\$34,053	\$3,571	\$37,624
Downey	6.62	\$615,140	\$3,571	\$18,711
Hawaiian Gardens	0.96	\$2,188	\$3,571	\$5,759
La Mirada	7.84	\$17,930	\$3,571	\$21,501
Lakewood	2.02	\$4,620	\$3,571	\$8,191
Long Beach	3.34	\$7,638	\$3,571	\$11,209
Norwalk	9.76	\$22,323	\$3,571	\$25,894
Pico Rivera	6.14	\$14,043	\$3,571	\$17,614
Santa Fe Springs	8.88	\$20,308	\$3,571	\$23,879
Whittier	14.66	\$33,527	\$3,571	\$37,098
Caltrans ¹	TBD	TBD	\$3,571	\$ 3,571
TOTAL	87.45	\$200,001	\$49,994	\$249,995

NOTES:

- ¹ Caltrans's cost share is an estimate and will be determined at a later date. Each agency's total will be adjusted accordingly.
- Upon completion and approval or acceptance of the Plans by the Regional Water Board, the District's participation will be subject to an amendment to the MOU or equivalent agreement. The Districts at this time has not committed to funding the early-action monitoring (\$85,000)
- Other agencies may participate upon approval of cost sharing agreements by the LSGR Watershed Committee and GWMA. Future participants may be assessed a late entry cost as if they had been a participant from the beginning of the Metals TMDL MOU, as of March 1, 2012, unless otherwise determined by the LSGR Watershed Committee.
- Watershed Permittees and the cost share are subject to modifications due to, but not limited to, changes in the number of participating agencies, refinements in mapping, and changes in boundaries.

Exhibit C Scope of Work

This proposed Scope of Services herein will be to develop a WMP and establish one early-action monitoring location. Implementation, unless specifically directed by the LSGR Technical Committee, is not included.

This will include:

- Identify and prioritize water quality issues,
- Identify strategies and control measures,
- Non-Stormwater control measures,
- Reasonable Assurance Analysis (computer modeling),
- Develop an Integrated Monitoring Program,
- A summary of available data demonstrating the current quality of the Watershed Permittees' MS4 discharges,
- A detailed description of BMPs that have been implemented,
- An assessment of the minimum control measures (MS4 Permit Part VI.D.8). Any individual Permittee annual reports are not a part of this scope of work.

The WMP being developed under this Scope of Work shall be a "living" document that can and should be modified as future monitoring data becomes available and the program develops following a strategy of adaptive management. At the request of the LSGR Technical Committee, the initial 6 months effort will keep open the possibility of converting the WMP to an Enhanced Watershed Management Program (EWMP) if permitted by the Regional Water Board and authorized by the LSGR Technical Committee.

The specific steps for this scope of work are described in the following section.

A final Draft WMP is to be ready for submittal to the Regional Water Board no later than June 28, 2014.

Specific Tasks

1. BACKGROUND / HISTORICAL DATA / HYDROLOGICAL SETTING

The data collection portion of this task was essentially completed during the TMDL Implementation Plan development. However, additional work will be necessary to include Pico Rivera and incidental areas of Reach 3. This information will need to be analyzed and incorporated into the final draft WMP.

Deliverables:

- Source Assessment based on waterbody/pollutant combinations
- Review of applicable IRWMPs

Tasks that have previously been essentially completed, but will need to be incorporated into the WMP are:

- Baseline map
- Historical Water Quality Data
- Identification of water quality priorities
- Evaluation of existing water quality conditions
- Prioritization of the water quality issues
- Assemble available water quality reports
- Compilation of existing control measures (permittee surveys and annual reports)

2. MONITORING

This task will require coordination between several agencies, including, but not limited to, Orange County, Los Angeles County Flood Control and the Sanitation Districts of LA County.

Deliverables:

- Summary of outfall/receiving water /special study requirements
- Summary of existing Monitoring Programs
- Review past GIP (*spell out GIP*) site monitoring
- Receiving Water Monitoring – for this Scope of Work, it is assumed County Flood Control will continue monitoring at Mass Emission Station.
- Prepare Coordinated Integrated Monitoring Program (CIMP), including:
 - o Wet-weather outfall based monitoring program
 - o Non-stormwater Outfall based monitoring and screening plan
- Inspection of outfalls
- An approach to integrating MS4, TMDL and Special Study monitoring
- Set up shared database for new development/redevelopment Effectiveness Tracking
- Regional Studies (participate in Southern California Monitoring Coalition)
- Ongoing review of monitoring data as it becomes available

Establish an Early Action Monitoring site on North Coyote Creek (County Flood Control approval required) and conduct first year's sample collection and analysis.

3. REASONABLE ASSURANCE ANALYSIS (RAA)

Contact a minimum of four modeling consultants (including, but not limited to: Tetra Tech, Geosyntech, CWE and Pace Engineering) to provide cost estimates and scopes of works to conduct a Reasonable Assurance Analyses for each TMDL, 303(d) listed and receiving waste exceedances using a peer-reviewed, public domain, quantitative modeling system. The Technical Committee will select the consultant and modeling system.

Deliverables:

- Draft Technical Memorandum
- Final Technical Memorandum

4. REVIEW AND EVALUATE MINIMUM CONTROL MEASURES

The MS4 permit requires an evaluation and customization of the Minimum Control Measures (MCMs, formerly referred to as BMPs). Watershed Permittees not implementing a WMP or EWMP are required to implement all MCMs.

Deliverables:

- Develop list of potential EWMP project sites,
- Summarize scientific data supporting potential EWMP sites,
- Source control,
- Operational Controls,
- Identify potential opportunities for customization of the MS4's Minimum Control Measures (Part VI.D.8.D). Describe the modification, potential justifications for those modifications and provide materials for compilation.

5. WATERSHED MANAGEMENT PROGRAM PLAN

This task represents the analysis of the information developed in tasks 1 through 4 and compilation into a first draft for review by the Technical Committee, then preparation of a final draft for submittal to the Regional Water Board.

Deliverables:

- Communication with Regional Water Board and preparation of documents (December 28, 2013, for potential conversion to EWMP.
- First Draft Watershed Implementation Plan submitted to Technical Committee:
 - o Target Date April 1, 2014
- Final Draft Watershed Implementation Plan for submittal to Regional Water Board:
 - o Target date June 1, 2014

6. COORDINATION WITH TECHNICAL COMMITTEE

Regular meetings and communications with the Watershed Permittees will be critical during the preparation of the WMP. This will include:

Deliverables:

- Schedule and prepare agenda and summary notes for monthly meetings
- Attend and participate in the Technical Advisory Committee
- Attend and participate in Regional Water Board meetings
- Quarterly budget reports



City of Santa Fe Springs

City Council Meeting

October 8, 2013

NEW BUSINESS

Interstate 5 Freeway / Florence Avenue Segment – Project Status Update

RECOMMENDATION

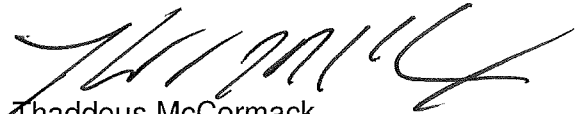
That the City Council provide input and feedback to Caltrans regarding the preliminary construction phasing plans for the Interstate 5 Freeway/Florence Avenue Segment.

BACKGROUND

Staff will make a presentation to inform the City Council as to the current status of the Interstate 5 (I-5) Freeway Widening Project. Specifically, staff will focus on the preliminary construction phasing plans for the I-5 Freeway/Florence Avenue Segment.

The project phasing will ultimately be determined by the contractor that will perform the work for the project. However, staff requests that Council provide input and feedback on the preliminary construction phasing so that this can be forwarded to Caltrans and incorporated into the project bid documents.


Staff will make a presentation showing the preliminary construction phasing provided by Caltrans and its particular impacts to traffic circulation and turn movements on Florence Avenue and Orr and Day Road.


Thaddeus McCormack
City Manager

Attachments:

None

Report Submitted By:


Noe Negrete, Director
Public Works

Date of Report: October 3, 2013



NEW BUSINESS

Appropriate Funds and Authorize the Purchase of Two (2) 2013 Ford C-Max Hybrid Vehicles from Downtown Ford Sales Using Fire-Rescue Department's CUPA Environmental Capital Fund and Authorize the Disposal of Replaced Vehicles by Way of Public Auction

RECOMMENDATION

That the City Council:

- 1) Appropriate \$1,100 from the Fire-Rescue Department's CUPA Environmental Capital Fund to supplement the existing \$50,000 allocation, for a total of \$51,100;
- 2) Authorize the purchase of two (2) 2013 Ford C-Max Hybrid vehicles from Downtown Ford Sales in the amount of \$51,009.68 using Fire-Rescue Department's CUPA Environmental Capital Fund; and,
- 3) Authorize the disposal of the replaced vehicles by way of public auction.

BACKGROUND

The Department of Fire-Rescue is the Certified Unified Program Agency (CUPA) for the City of Santa Fe Springs. The Environmental Protection Division (EPD) of the Fire Department oversees administration of the CUPA program. During the course of inspecting facilities subject to one or more CUPA programs, the EPD will periodically issue administrative enforcement orders and collect penalties from businesses with egregious or repetitive violations. California Health & Safety Code, Section 25404.1.1 (i) requires CUPAs to deposit these penalties into a special environmental enforcement account and limits the use of these funds to the activities associated with enforcing the CUPA programs. The current balance in the CUPA Environmental Capital Fund is approximately \$174,000. Of this amount, about \$54,000 is unallocated and available; \$120,000 has been already appropriated to fund the acquisition of a computer optical imaging system for the department.

The Fire Department would like to utilize the funds available to replace two (2) existing CUPA program vehicles with hybrid vehicles. The use of an environment-friendly vehicle during the enforcement of the CUPA program will be a reflection of the principals and goals of the environmental program. The difference in cost over a non-hybrid vehicle (approximately \$1,600 per vehicle) will easily be offset by the cost savings fuel over the life of the vehicle.

The units to be replaced in Fire-Rescue are as follows:

- Unit 830 – 1994 Ford F250 Pick Up (150,049 miles)
VIN#2FTHF25G5SLA36829
- Unit 802 – 1997 Chevrolet Lumina (101,388 miles)
VIN#2G1WL52M6V9225978



City of Santa Fe Springs

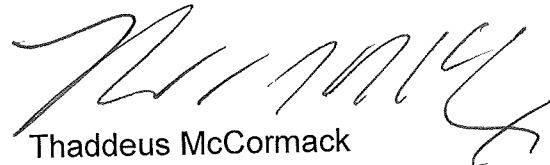
City Council Meeting

October 8, 2013

Specifically, the recommended purchase is for two (2) 2013 Ford CMAX Hybrids from Downtown Ford Sales. Downtown Ford Sales was awarded a contract from the State of California bid solicitation for the 2013 Ford CMAX Hybrid (Contract No. 1-13-23-20A). This contract allows for local agencies to "piggyback" from that contract pricing. The total cost of purchase is \$51,009.68 (including tax, fees, and freight).

FISCAL IMPACT

A \$50,000 budget allocation from the CUPA Environmental Fines Capital Fund is included in the FY 2013-14 Approved Budget. The recommended appropriation for an additional \$1,100 from the same fund would fully provide funds for the purchase. There will be no impact to the General Fund.


Thaddeus McCormack
City Manager

Attachments:

- A. Unified Hazardous Waste and Hazardous Materials Management Regulatory Program, Chapter 6.11, Section 25404.1.1
- B. State of California Contract No. 1-13-23-20A
- C. Downtown Ford Sales Quote

Hazardous Waste Fee Health and Safety Code

**CHAPTER 6.11 UNIFIED HAZARDOUS WASTE AND HAZARDOUS MATERIALS MANAGEMENT
REGULATORY PROGRAM
SECTION 25404.1.1**

25404.1.1. **Unified program violations.** (a) If the unified program agency determines that a person has committed, or is committing, a violation of any law, regulation, permit, information request, order, variance, or other requirement that the UPA is authorized to enforce or implement pursuant to this chapter, the UPA may issue an administrative enforcement order requiring that the violation be corrected and imposing an administrative penalty, in accordance with the following:

(1) Except as provided in paragraph (5), if the order is for a violation of Chapter 6.5 (commencing with Section 25100), the violator shall be subject to the applicable administrative penalties provided by that chapter.

(2) If the order is for a violation of Chapter 6.7 (commencing with Section 25280), the violator shall be subject to the applicable civil penalties provided in subdivisions (a), (b), (c), and (e) of Section 25299.

(3) If the order is for a violation of Article 1 (commencing with Section 25500) of Chapter 6.95, the violator shall be subject to a penalty that is consistent with the administrative penalties imposed pursuant to Section 25514.5.

(4) If the order is for a violation of Article 2 (commencing with Section 25531) of Chapter 6.95, the violator shall be subject to a penalty that is consistent with the administrative penalties imposed pursuant to Section 25540 or 25540.5.

(5) If the order is for a violation of Section 25270.4.5, the violator shall be liable for a penalty of not more than five thousand dollars (\$5,000) for each day on which the violation continues. If the violator commits a second or subsequent violation, a penalty of not more than ten thousand dollars (\$10,000) for each day on which the violation continues may be imposed.

(b) In establishing a penalty amount and ordering that the violation be corrected pursuant to this section, the UPA shall take into consideration the nature, circumstances, extent, and gravity of the violation, the violator's past and present efforts to prevent, abate, or clean up conditions posing a threat to the public health or safety or the environment, the violator's ability to pay the penalty, and the deterrent effect that the imposition of the penalty would have on both the violator and the regulated community.

(c) Any order issued pursuant to this section shall be served by personal service or certified mail and shall inform the person served of the right to a hearing. If the UPA issues an order pursuant to this

section, the order shall state whether the hearing procedure specified in paragraph (2) of subdivision (e) may be requested by the person receiving the order.

(d) Any person served with an order pursuant to this section who has been unable to resolve any violation with the UPA, may within 15 days after service of the order, request a hearing pursuant to subdivision (e) by filing with the UPA a notice of defense. The notice shall be filed with the office that issued the order. A notice of defense shall be deemed filed within the 15-day period provided by this subdivision if it is postmarked within that 15-day period. If no notice of defense is filed within the time limits provided by this subdivision, the order shall become final.

(e) Except as provided in subparagraph (B) of paragraph (2), a person requesting a hearing on an order issued by the UPA under this section may select the hearing officer specified in either paragraph (1) or (2) in the notice of defense filed with the UPA pursuant to subdivision (d). If a notice of defense is filed but no hearing officer is selected, the UPA may select the hearing officer. Within 90 days of receipt of the notice of defense by the UPA, the hearing shall be scheduled using one of the following:

(1) An administrative law judge of the Office of Administrative Hearings of the Department of General Services, who shall conduct the hearing in accordance with Chapter 4.5 (commencing with Section 11400) of Part 1 of Division 3 of Title 2 of the Government Code, and the UPA shall have all the authority granted to an agency by those provisions.

(2) (A) A hearing officer designated by the UPA, who shall conduct the hearing in accordance with Chapter 4.5 (commencing with Section 11400) of Part 1 of Division 3 of Title 2 of the Government Code, and the UPA shall have all the authority granted to an agency by those provisions. When a hearing is conducted by a UPA hearing officer pursuant to this paragraph, the UPA shall issue a decision within 60 days after the hearing is conducted. Each hearing officer designated by a UPA shall meet the requirements of Section 11425.30 of the Government Code and any other applicable restriction.

(B) A UPA, or a person requesting a hearing on an order issued by a UPA may select the hearing process specified in this paragraph in a notice of defense filed pursuant to subdivision (d) only if the UPA has, as of the date the order is issued pursuant to subdivision (c), selected a designated hearing officer and established a program for conducting a hearing in accordance with this paragraph.

(f) The hearing decision issued pursuant to paragraph (2) of subdivision (e) shall be effective and final upon issuance by the UPA. A copy of the decision shall be served by personal service or by certified mail upon the party served with the order, or their representative, if any.

(g) Any provision of an order issued under this section, except the imposition of an administrative penalty, shall take effect upon issuance by the UPA if the UPA finds that the violation or violations of law associated with that provision may pose an imminent and substantial endangerment to the public health or safety or the environment. A request for a hearing shall not stay the effect of that provision of the order pending a hearing decision. However, if the UPA determines that any or all provisions of the order are so related that the public health or safety or the environment can be protected only by immediate compliance

with the order as a whole, the order as a whole, except the imposition of an administrative penalty, shall take effect upon issuance by the UPA. A request for a hearing shall not stay the effect of the order as a whole pending a hearing decision.

(h) A decision issued pursuant to paragraph (2) of subdivision (e) may be reviewed by a court pursuant to Section 11523 of the Government Code. In all proceedings pursuant to this section, the court shall uphold the decision of the UPA if the decision is based upon substantial evidence in the record as a whole. The filing of a petition for writ of mandate shall not stay any action required pursuant to this chapter or the accrual of any penalties assessed pursuant to this chapter. This subdivision does not prohibit the court from granting any appropriate relief within its jurisdiction.

(i) All administrative penalties collected from actions brought by a UPA pursuant to this section shall be paid to the UPA that imposed the penalty, and shall be deposited into a special account that shall be expended to fund the activities of the UPA in enforcing this chapter.

(j) The UPA shall consult with the district attorney, county counsel, or city attorney on the development of policies to be followed in exercising the authority delegated pursuant to this section as it relates to the authority of the UPA to issue orders.

(k) (1) A unified program agency may suspend or revoke any unified program facility permit, or an element of a unified program facility permit, for not paying the permit fee or a fine or penalty associated with the permit in accordance with the procedures specified in this subdivision.

(2) If a permittee does not comply with a written notice from the unified program agency to the permittee to make the payments specified in paragraph (1) by the required date provided in the notice, the unified program agency may suspend or revoke the permit or permit element. If the permit or permit element is suspended or revoked, the permittee shall immediately discontinue operating that facility or function of the facility to which the permit element applies until the permit is reinstated or reissued.

(3) A permittee may request a hearing to appeal the suspension or revocation of a permit or element of a permit pursuant to this subdivision by requesting a hearing using the procedures provided in subdivision (d).

(l) This section does not do any of the following:

(1) Otherwise affect the authority of a UPA to take any other action authorized by any other provision of law, except the UPA shall not require a person to pay a penalty pursuant to this section and pursuant to a local ordinance for the same violation.

(2) Restrict the power of a city attorney, district attorney, county counsel, or the Attorney General to bring, in the name of the people of California, any criminal proceeding otherwise authorized by law.

(3) Prevent the UPA from cooperating with, or participating in, a proceeding specified in paragraph (2).

Contract (Mandatory) 1-13-23-20 A – G, Supplement 1
Contract Notification and User Instructions



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT NOTIFICATION
****MANDATORY****

CONTRACT NUMBER:	1-13-23-20 A through G, Supplement 1
DESCRIPTION:	Fleet Vehicles – Trucks
CONTRACTOR(S):	Downtown Ford Sales (1-13-23-20A) Elk Grove Auto Group (1-13-23-20B) Hanford Toyota (1-13-23-20C) Livermore Ford (1-13-23-20D) Winner Chevrolet (1-13-23-20E) Wondries Fleet Group (1-13-23-20F) Riverview International (1-13-23-20G)
CONTRACT TERM:	1/28/2013 through 1/27/2014
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 Christina.nunez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

The attached "User Instructions" dated 03/14/13 hereby replaces the previous "User Instructions" dated 1/28/13 in its entirety. Specific changes include:

1. Attachment A has been updated to reflect Line Items 8 and 41 have been removed from Wondries Fleet Group. Line item 8 is now awarded to Downtown Ford and Line item 41 is now awarded to Livermore Ford.

Contract (Mandatory) 1-13-23-20 A – G, Supplement 1
Contract Notification and User Instructions

Signature on File

Date: 3/14/2013

Christina Nunez, Contract Administrator

1. SCOPE

The State's contract provides 2013 or current model year Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-13-23-20 A - G. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract resulting from this solicitation shall not run beyond 1/27/2014. If the manufacturer's cutoff date occurs prior to the contract expiration date, the dealer may offer the contracted or subsequent model year meeting or exceeding the contract specifications at the same contract terms, conditions, and pricing after the manufacturer's order cutoff date for the remaining contract period or portion thereof. The dealer shall notify the DGS contract administrator in writing of its intention to participate in this roll-over provision, shall specify the model year offered, and shall specify the period through which it will continue to offer vehicles under this provision. This offer shall be irrevocable once accepted by the State.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamannual.htm> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

Contract (Mandatory) 1-13-23-20 A – G, Supplement 1
Contract Notification and User Instructions

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
 - Local governmental agency
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

DGS Billing Code Contact: BillCodesCMAS@dgs.ca.gov

- C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at:
<http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on "Purchasing" under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

DGS/PD Contract Administrator:	Christina Nunez
Address:	DGS/Procurement Division 707 Third Street, 2 nd Floor West Sacramento, CA 95605
Telephone:	(916) 375-4482
Facsimile:	(916) 375-4613
E-Mail:	christina.nunez@dgs.ca.gov

Contract (Mandatory) 1-13-23-20 A – G, Supplement 1
Contract Notification and User Instructions

Contractor: **Downtown Ford Sales 1-13-23-20A**
Contact Name: Dave Forbess
Address: 525 N. 16th Street
Sacramento, CA 95811
Telephone: (916) 442-6931
Facsimile: (916) 491-3138
E-Mail: daveforbess@downtownfordsales.com

Contractor: **Elk Grove Auto Group 1-13-23-20B**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Hanford Toyota 1-13-23-20C**
Contact Name: Pat Ireland
Address: 1835 Glendale Avenue
Hanford, CA 93230
Telephone: (559) 707-5735
Facsimile: (559) 961-4601
E-Mail: patireland1962@yahoo.com

Contractor: **Livermore Ford 1-13-23-20D**
Contact Name: Dwane Galatti
Address: 2266 Kitty Hawk Road
Livermore, CA 94551
Telephone: (530) 867-1173
Facsimile: (925) 371-5092
E-Mail: dwanefleet@hotmail.com

Contractor: **Winner Chevrolet 1-13-23-20E**
Contact Name: Bill Kemery
Address: 8575 Laguna Grove Drive
Elk Grove, CA 95757
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

Contractor: **Wondries Fleet Group 1-13-23-20F**
Contact Name: Clarke Cooper
Address: 1247 W. Main Street
Alhambra, CA 91801
Telephone: (626) 457-5590
Facsimile: (626) 457-5593
E-Mail: clarkecooper@wondries.com

Contract (Mandatory) 1-13-23-20 A – G, Supplement 1
Contract Notification and User Instructions

Contractor: Riverview International 1-13-23-20G
Contact Name: Jason Farell
Address: 2445 Evergreen Avenue
West Sacramento, CA 95691
Telephone: (916) 669-0253
Facsimile: (916) 371-2023
E-Mail: Jasonf@riverview-trucks.com

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

6. CONTRACT ITEMS

All pricing is listed on Attachment A, Contract Pricing. All vehicle line items are mandatory, there will be no exceptions. A Service Plan is offered on all light duty vehicles. The Service Plan is optional but highly recommended.

All prices quoted shall be fixed as the maximum cost for the contract period and no price increase shall be permitted.

SALES TAX:

The sales tax rate applied should be based on the rate of the Bill To address listed on the Purchase Order.

OPTIONS:

All factory options shall be available and priced at dealer cost plus ten percent for an addition or dealer cost minus ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

- Add power windows;
- Add trailer tow package;
- Delete pick up box (bed).

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract. Additionally, the option to change the engine size shall not be allowed (e.g. V6 to V8; 4.8L to 5.3L)

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

TIRE FEE:

Contract (Mandatory) 1-13-23-20 A – G, Supplement 1
Contract Notification and User Instructions

Purchase orders MUST include the State mandated \$1.75 per tire fee.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-2152 dated 9/6/2012 (Attachment B).

Literature and specifications must be provided within 10 calendar days of request.

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per Management Memo 12-03 (exceptions are listed in the Memo).

8. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms)

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

2) Office of Fleet and Asset Management Approval

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (<http://www.documents.dgs.ca.gov/ofa/handbook.pdf>).

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Contract (Mandatory) 1-13-23-20 A – G, Supplement 1
Contract Notification and User Instructions

Note: Additional information regarding ARRA is available by clicking [here](#) to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

9. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
U.S. Mail	Facsimile	Email	Contract #
Downtown Ford Sales 525 N. 16th Street Sacramento, CA 95811 Attn: Dave Forbess	(916) 491-3138	daveforbess@downtownfordsales.com	1-13-23-20A
Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-13-23-20B
Hanford Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	(559) 961-4601	patireland1962@yahoo.com	1-13-23-20C
Livermore Ford 2266 Kitty Hawk Road Livermore, CA 94551 Attn: Dwane Galatti	(925) 371-5092	dwanefleet@hotmail.com	1-13-23-20D

Contract (Mandatory) 1-13-23-20 A – G, Supplement 1
Contract Notification and User Instructions

Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com	1-13-23-20E
Wondries Fleet Group 1247 W. Main Street Alhambra, CA 91801 Attn: Clarke Cooper	(626) 457-5593	clarkecooper@wondries.com	1-13-23-20F
Riverview International 2445 Evergreen Avenue W. Sacramento, CA 95691 Attn: Jason Farrell	(916) 371-2023	jasonf@riverview-trucks.com	1-13-23-20G

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

10. MINIMUM ORDER

There is no minimum order for this contract.

11. ORDER RECEIPT CONFIRMATION

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

12. DELIVERY PROCEDURES

PRE-DELIVERY CHECKLIST:

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

DELIVERY:

Delivery shall be within one hundred and fifty (150) days after receipt of order (ARO). State departments may limit delivery to a maximum of ten (10) units per working day.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the

Contract (Mandatory) 1-13-23-20 A – G, Supplement 1
Contract Notification and User Instructions

delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

FOB POINT:

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less than five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

RECEIVING INSPECTION:

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

DOCUMENTS:

The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.
3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

Contract (Mandatory) 1-13-23-20 A – G, Supplement 1
Contract Notification and User Instructions

13. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

14. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

15. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

16. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

17. PAYMENT

Payment terms for this contract include a \$500 per vehicle discount for payment made within twenty (20) days. For this bid, cash discount time will be defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

Contract (Mandatory) 1-13-23-20 A – G, Supplement 1
Contract Notification and User Instructions

19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Downtown Ford	28600344
Elk Grove Auto Group	100197237
Hanford Toyota	102047569
Livermore Ford	100598451
Winner Chevrolet	100208309
Wondries Fleet Group	98037902
Riverview International	101079519

20. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in on Attachment C - Recycle Content Information.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

22. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles procured against the resulting contract.

All warranties shall be factory authorized. Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor. Power train warranty shall cover not less than 5 years/60,000 miles, no charge for parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set

Contract (Mandatory) 1-13-23-20 A – G, Supplement 1
Contract Notification and User Instructions

forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

REPAIR PARTS:

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

23. SERVICE PLAN

Purchase of the service plan is non-mandatory but highly recommended. The service plan covers all regularly scheduled service for a minimum of 100,000 miles and not less than five (5) years. The service shall include at a minimum all manufacturer recommended services such as but not limited to:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Timing belt changes
- Equipment and safety inspections

The service plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

The Service Plan is not applicable to vehicles over 8,500 lb. GVWR.

24. ATTACHMENTS

Attachment A – Contract Pricing

Attachment B – Specification 2310-2152, dated 9/6/2012

Attachment C – Recycle Content Information

Contract Pricing, Updated 3/26/13

Fleet Vehicles - CARS

Contract 1-13-23-10 A - F

Contract Line Item	Dealer	Contract #	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Manufacturer	Model	Contract Unit Price
1	Not Available		Car, 4-Door, 4-Passenger, CNG Fueled Vehicle in accordance with Specification 2310-2152 Dated 9/6/12	Sacramento	Each	1			
2	Downtown Ford Sales	1-13-23-10A	Compact Car, 4-Door, 4-Passenger, GASOLINE Fueled Vehicle in accordance with Specification 2310-2152 Dated 9/6/12	Sacramento	Each	1	Ford	Focus 2L	\$15,896.00
11	Wondries Fleet Group (New)	(New) 1-13-23-10G	Midsize Car/Hatchback, 4-Door, 4-Passenger, ELECTRIC Fueled Vehicle in accordance with Specification 2310-2152 Dated 9/6/12	Sacramento	Each	1	Nissan	Leaf Electric	\$30,705.00
12	Winner Chevrolet	1-13-23-10E	Large Car, 4-Door, 5-Passenger, E85 Fueled Vehicle in accordance with Specification 2310-2152 Dated 9/6/12	Sacramento	Each	1	Chevrolet	Implala 3.6L	\$18,010.00
13	Downtown Ford Sales	1-13-23-10A	Large Car/Hatchback, 4-Door, 5-Passenger, HYBRID-ELECTRIC Fueled Vehicle in accordance with Specification 2310-2152 Dated 9/6/12	Sacramento	Each	1	Ford	C-Max 2L	\$22,710.00
14	Not Available		Large Car/Hatchback, 4-Door, 5-Passenger, PLUG-IN HYBRID ELECTRIC Fueled Vehicle in accordance with Specification 2310-2152 Dated 9/6/12	Sacramento	Each	1			
15	Wondries Fleet Group	1-13-23-10F	Small Station Wagon, 5-Door, 5-Passenger, GASOLINE Fueled Vehicle in accordance with Specification 2310-2152 Dated 9/6/12	Sacramento	Each	1	Nissan	Juke 1.6L	\$19,874.00

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95814
916-442-6931 fax 916-491-3138

DF091713430

Customer

Name CITY OF SANTA FE SPRINGS
 Address _____
 City _____
 Phone _____

Date	9/17/2013
REP	FORBESS
Phone	
FOB	

Qty	Description	Unit Price	TOTAL
1	2013 FORD CMAX HYBRID	\$22,710.00	\$22,710.00
1	DAYTIME RUNNING LIGHTS	\$44.00	\$44.00
1	INTERIOR PROTECTION PACKAGE	\$167.00	\$167.00
1	DOC FEE	\$80.00	\$80.00

Payment Details

☐ ☒ ☐

Taxes	SHIPPING	\$425.00
	9	\$2,070.09
	TIRE FEE	\$8.75
	TOTAL	\$25,504.84

Office Use Only

STATE OF CALIFORNIA CONTRACT 1-13-23-20A



City of Santa Fe Springs

City Council Meeting

October 8, 2013

PRESENTATION

Presentation on City Partnership with Abby Barraza Foundation for "Paint the Town Pink" Initiative

RECOMMENDATION

That the Mayor call upon the Council and the audience to join Abigail Barraza Foundation Director Monique Barraza by the Veterans' Fountain to highlight the "Paint the Town Pink" initiative.

BACKGROUND

In partnership with the Abigail Barraza Foundation, the City is "Painting the Town Pink" this October for Breast Cancer Awareness Month. As has been the case for the past seven years, the City has hung pink ribbons throughout the City to help raise awareness of breast cancer. In addition, this year, the Foundation approached Mayor Pro Tem Trujillo with the idea of lighting up some of the city fountains in pink in observance of the breast cancer awareness month, as part of a new "Paint the Town Pink" initiative. In response, the City has altered the lighting of the two entry monuments on Pioneer Blvd. (at Florence Ave. and Los Nietos Rd.), the Civic Plaza (Veterans' Fountain and the walkway at Soaring Dreams), the fountain at Telegraph Rd. and Heritage Park Dr., and the fountain at the Villages at Telegraph Rd. and Bloomfield Ave.

Monique Barraza, Director of the Abigail Barraza Foundation, will be at the Council meeting to help kick-off Breast Cancer Awareness Month and the "Paint the Town Pink" initiative.

Thaddeus McCormack
City Manager



City of Santa Fe Springs

City Council

October 8, 2013

PROCLAMATION

Proclaiming October 21 - 25, 2013 "Red Ribbon Week"

RECOMMENDATION

The Mayor may wish to call upon Rick Brown, Family & Youth Intervention Program Coordinator, to discuss this year's Red Ribbon activities.

BACKGROUND

The Red Ribbon Campaign is held annually to educate families on healthy living and drug-free lifestyles. The residential and business communities along with the City and local school districts work together to promote their commitment to a drug-free community. This year's events will be celebrated October 21-25, including a community parade on October 23. The parade theme will be "*A Healthy Me is Drug Free.*"

City School District representatives have been invited to tonight's meeting to accept the proclamation.


Thaddeus McCormack
City Manager

Attachment:
Proclamation

Red Ribbon Week Proclamation

WHEREAS, substance abuse is particularly damaging to one of our most valuable resources, our children, and a contributing factor in the three leading causes of death for teenagers – accidents, homicides, and suicides; and

WHEREAS, it is imperative that community members launch unified and visible tobacco, alcohol, and other drug prevention education programs and activities to eliminate the demand for drugs; and

WHEREAS, the Red Ribbon Campaign theme promotes family and individual responsibility for living healthy, drug-free lifestyles, without illegal drugs or the illegal use of legal drugs; and

WHEREAS, the Red Ribbon Campaign will be celebrated in every community in America during the month of October; and

WHEREAS, the residential and business communities will demonstrate their commitment to drug-free communities and neighborhoods by celebrating in “A Healthy Me is Drug Free” community parade commencing on October 23, 2013 at 9:30 a.m.

NOW, THEREFORE, I, RICHARD J. MOORE, MAYOR OF THE CITY OF SANTA FE SPRINGS, do hereby proclaim the week of October 21 through 25, 2013, as

RED RIBBON WEEK IN THE CITY OF SANTA FE SPRINGS

and encourage all citizens to participate in drug prevention education programs and activities.

Dated this 8th day of October, 2013.

MAYOR

ATTEST:

DEPUTY CITY CLERK



City of Santa Fe Springs

Council Meeting

October 8, 2013

APPOINTMENTS TO BOARDS, COMMITTEES, COMMISSIONS

Committee	Vacancy	Councilmember
Beautification	3	González
Beautification	1	Moore
Beautification	2	Rios
Community Program	2	Moore
Community Program	2	Rios
Community Program	3	Rounds
Community Program	5	Trujillo
Family & Human Services	1	Trujillo
Historical	1	Moore
Historical	2	Rios
Historical	2	Rounds
Historical	3	Trujillo
Parks & Recreation	1	González
Parks & Recreation	1	Moore
Parks & Recreation	1	Rios
Senior Citizens Advisory	1	González
Senior Citizens Advisory	1	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: None


Thaddeus McCormack
City Manager

Attachments:
Committee Lists
Prospective Member List

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

Ciani Hernandez

BEAUTIFICATION COMMITTEE

Meets the fourth Wednesday of each month, except July, Aug, Dec.

9:30 a.m., Town Center Hall

Qualifications: 18 Years of

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	Vacant	(14)
	Margaret Palomino	(14)
	Mary Jo Haller	(15)
	Vacant	(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)
	Vacant	(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)
	A.J. Hayes	(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)
	Jessie Serrano	(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)

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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)

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

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	()